



# DECISION

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

**KDR Victoria Pty Ltd T/A Yarra Tram**  
(AG2024/2150)

## **YARRA TRAMS ENTERPRISE AGREEMENT 2023 – OPERATIONS**

Passenger vehicle transport (non rail) industry

COMMISSIONER YILMAZ

MELBOURNE, 15 JULY 2024

*Application for approval of the Yarra Trams Enterprise Agreement 2023 – Operations*

[1] An application has been made for approval of an enterprise agreement known as the *Yarra Trams Enterprise Agreement 2023 – Operations* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by KDR Victoria Pty Ltd T/A Yarra Tram. 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 are relevant to this application for approval and have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in ss.186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[4] The Australian Rail Tram & Bus Industry Union being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] The Agreement is approved and in accordance with s.54, will operate from 22 July 2024. The nominal expiry date of the Agreement is 30 June 2027.



COMMISSIONER

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## Annexure A



THE FAIR WORK COMMISSION

**FWC Matter No.:**

AG2024/2150

**Applicant:**

KDR Victoria Pty Ltd t/as Yarra Trams

**Section 185 – Application for approval of a single enterprise agreement**

### Undertaking – Section 190

I, Karinda Rogan, Head of HR – Business Partnering & Talent Acquisition, have the authority given to me by KDR Victoria Pty Ltd t/as Yarra Trams to give the following undertakings with respect to the *Yarra Trams Enterprise Agreement 2023 - Operations* ("the Agreement"):

1. The substitution of a public holiday for another day under cl. 46.4 of Part One of the Agreement will occur by agreement between Yarra Trams and an individual employee.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

A handwritten signature in black ink, appearing to be "Karinda Rogan".

---

Signature

10 July 2024

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Date

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.

# **Yarra Trams**

# **Enterprise Agreement**

# **2023**

# **Operations**

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# Part One – Common Conditions

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# Part One – Common Conditions

## **Section 1— Application and Operation**

### **1. Title**

This Agreement is the Yarra Trams Enterprise Agreement 2023 – Operations.

### **2. Scope and Application**

2.1 Part One of the Yarra Trams Enterprise Agreement 2023, Common Conditions, applies to all Yarra Trams employees who are employed in a classification contained within this Agreement.

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

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

- (a) Subject to clause 2.5 below, to the extent of any inconsistency the provisions of Part Two and Part Three prevail over the provisions of Part One.
- (b) Subject to clause 2.5 below, to the extent of any inconsistency the provisions of a Part prevail over the provisions of an Appendix.

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

2.5 Part Two, Operations, applies to all employees engaged directly in positions involved in the day to day operation and running of the Metropolitan Tram Network. For the avoidance of doubt:

- (a) the provisions of Part Two apply to part time employees on a pro-rata basis in accordance with their ordinary hours of work; and
- (b) the hours of work for part time employees is in accordance with clause 13.2 in Part One.

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

### **3. Date and Period of Operation**

The Enterprise Agreement will commence seven (7) days after the Enterprise Agreement is approved by the Fair Work Commission.

The nominal expiry date of the Enterprise Agreement is 30 June 2027.

The parties agree to commence negotiations for a replacement Agreement four months prior to the expiry of this Agreement.

### **4. Agreement Review**

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



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

All parties will commit sufficient resourcing to support completion of the review process within the life of the Agreement, such that any agreed changes can be implemented into a replacement to this Agreement without the need for further negotiation of the agreed changes. Yarra Trams agrees to assist the union with resourcing by providing paid release to facilitate the completion of the review.

## 5. Purpose

The Agreement details the terms and conditions of employment for employees covered under clause 2 of the Agreement.

Other conditions of employment are detailed in the various policies, rules and procedures of Yarra Trams and the individual employment contract. However, those policies, procedures and rules do not form part of this Agreement unless they are explicitly written into the Agreement.

The parties acknowledge that this is a facilitative agreement which is intended to operate to meet the evolving needs of Yarra Trams, its employees, customers and the State of Victoria. In this context, the parties commit to working cooperatively and without delay to ensure Yarra Trams can:

- (a) respond to the challenges of a changing network including “future proofing”, a greater focus on inter-modality and changing customer needs;
- (b) continually improve on service delivery including the “whole of journey” experience;
- (c) maintain a productive workforce; and
- (d) provide a safe and secure working environment for all employees.

## 6. Definitions

In this Agreement, unless the contrary intention appears:

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

**de facto partner:**

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

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

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

**immediate family** means:

- (a) a spouse (or former spouse) of the employee;
- (b) a de factor partner (or former de facto partner) of the employee;
- (c) a child (including an adult child and an adopted child) of the employee;
- (d) a parent of the employee;
- (e) a grandparent of the employee;
- (f) a grandchild of the employee
- (g) a sibling of the employee;
- (h) a child (including an adult child and an adopted child), parent, grandparent, grandchild or sibling of the employee's spouse or de factor partner (or former spouse or de factor partner);
- (i) and includes step-relations (eg step-parents and step- children) as well as adoptive relations.

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

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

**spouse** includes a former spouse or former de facto partner of the employee.

**Yarra Trams** means KDR Victoria Pty Ltd trading as Yarra Trams

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

## 7. Parties Bound

This Agreement is binding upon:

- 7.1 KDR Victoria Pty. Ltd (trading as Yarra Trams) (Yarra Trams);
- 7.2 The Australian Rail, Tram and Bus Industry Union, Tram and Bus Division (RTBU);
- 7.3 Professionals Australia (PA); and
- 7.4 employees, as provided for within the classification structures of this Agreement.

## **Section 2— Consultation and Dispute Resolution**

### **8. Consultation**

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

This clause applies if:

- (a) Yarra Trams has made a decision to introduce a major change to service delivery, organisation, structure, or technology in relation to its business that is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees

Yarra Trams must notify the relevant employees and their union or employee representatives (collectively referred to as the 'Representatives') of the decision to introduce the major change.

8.2 If:

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

Yarra Trams must recognise the Representative.

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

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

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

- 8.5 If a clause in the agreement allows for a change as part of a major change the requirements in clauses 8.1 to 8.3 and 8.9 to 8.14 do not apply.
- 8.6 In this clause, a major change is likely to have a significant effect on employees if it results in:
- (a) the termination of employment of employees; or
  - (b) major change to the composition, operation or size of Yarra Trams' workforce or to the skills required of employees; or
  - (c) the elimination or diminution of job opportunities and diminution of promotion opportunities and tenure; or
  - (d) the alteration of hours of work; or
  - (e) the need to significantly retrain employees; or
  - (f) the need to permanently relocate employees to another workplace (this is not intended to apply to temporary transfers).
  - (g) the major restructuring of jobs.
- 8.7 In this clause, relevant employees means the employees who may be affected by the major change, and who are covered by this agreement.
- 8.8 The parties must act reasonably in relation to the consultation process.
- 8.9 Yarra Trams will provide the employees and their Representatives with the reasonable opportunity to meet with the company for the purposes of consultation. The consultation process will occur over a minimum period of six weeks (or a longer period where a party can reasonably demonstrate that a longer period is necessary having regard to the circumstances).
- 8.10 A shorter consultation period than that contained in clause 8.9 may apply where Yarra Trams is not in control of the decision making process. Where the State of Victoria, its agencies or instrumentalities direct or require Yarra Trams to implement a change in a lesser timeframe.
- 8.11 Yarra Trams must give prompt and genuine consideration to matters raised about the major change by the relevant employees and their Representatives.
- 8.12 Prior to making the final decision to introduce the change, Yarra Trams will give the employees and their Representatives the opportunity to identify alternatives to the proposed changes. Yarra Trams will remain open to and genuinely consider the options put forward by the employees and their Representatives in relation to the significant effects on employees of the major change.
- 8.13 The employer will consider any reasonable proposals provided by the relevant employees and their Representatives to mitigate against any significant adverse effects of the proposed changes before making a final decision.
- 8.14 While the consultation procedure is being conducted work shall continue and the parties will maintain the status quo for the period specified in clause 8.9, unless to do so would be contrary to law.

- 8.15 When the alteration of hours of work under 8.6(d) occurs for a non-base roster or master timetable change, it will reduce the time periods specified in clause 8.9 to the following:
- (a) For Tram Drivers, when Yarra Trams requires to vary the base roster to accommodate for a planned or unplanned network event, the consultation process will occur over a maximum period of two (2) weeks
  - (b) For Customer Service staff (CSEs and AOs), when Yarra Trams requires to vary the base roster to accommodate for a planned or unplanned network event, the consultation process will occur over a maximum period of three (3) days

## **9. Individual Flexibility Agreement**

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

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

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

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

9.3 Yarra Trams must ensure that the individual flexibility arrangement:

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

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

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

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

## **10. Peripheral and Incidental Duties**

- 10.1 Yarra Trams may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure provided that such duties are not designed to promote deskilling.
- 10.2 Yarra Trams may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- 10.3 Any direction issued by Yarra Trams pursuant to clauses 10.1 and 10.2 hereof, shall be consistent with Yarra Trams responsibilities to provide a safe and healthy working environment.
- 10.4 The parties to this agreement acknowledge that substantial efficiencies and increased productivity can arise from the implementation of peripheral and incidental duties.
- 10.5 It is agreed that employees will be required to carry out duties in a nature incidental to the performance of their main task or peripheral to the performance of their main task provided that performance of such additional duties is within the individual's capacity and does not require any training other than for familiarisation purposes.
- 10.6 The over-riding intent of this process is to enable each employee to complete, to the maximum practical extent, whole jobs, ie: all of the task associated with the particular job provided that it is safe, legal, sensible and the individual is competent to carry out such duties within his/her training.

## **11. Dispute Resolution Procedure**

- 11.1 If a dispute relates to:
  - (a) a matter arising under this agreement;
  - (b) the National Employment Standards; or
  - (c) an industrial matter;

this clause sets out procedures to settle the dispute.

- 11.2 An employee who is a party to the dispute may appoint a union or employee representative (collectively referred to as the 'Representatives') at any time for the purposes of the procedures in this clause.
- 11.3 The matter shall be first submitted by the union, employee or employee representative (if any) to the supervising officer or another appropriate manager, or vice versa.

The earliest possible notice should be given by one party to the other of any issue or problem which may give rise to a dispute.

- 11.4 The following procedure shall be adhered to in resolving matters under this clause:

To resolve matters in dispute, discussions will take place at the earliest opportunity in the following sequence:

- (a) in the first instance the employee/s and/or appointed representative concerned and their manager will attempt to resolve the dispute at the workplace level. If

the discussions do not resolve the dispute; then

- (b) the employees concerned and/or appointed representative and the relevant manager once removed will attempt to resolve the dispute. If these discussions do not resolve the dispute; then
- (c) the employees concerned and/or appointed representative and the manager twice removed will attempt to resolve the dispute.

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

- (a) act promptly and reasonably at all times;
- (b) on request, clearly identify the facts and issues relevant to the dispute in writing and provide this information to the other parties to the dispute within 7 working days of the request (or a longer period as agreed between the parties acting reasonably); and
- (c) allow up to seven working days for discussions to occur at each escalation point under clause 11.4 (or a longer period as is agreed between the parties acting reasonably).

11.6 If discussions at the workplace level do not resolve the dispute or it is unreasonable for the steps in clause 11.5 to be completed because of the urgency of the dispute, a party to the dispute may refer the matter to the Fair Work Commission.

11.7 The Fair Work Commission may deal with the dispute in 2 stages:

- (a) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) If the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then arbitrate the dispute.
- (c) The parties will abide by the Fair Work Commission arbitrated decision

Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div. 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

11.8 While the parties are trying to resolve the dispute using the procedures in clause 11.4:

- (a) As per status quo, for a period not exceeding 28 working days (or such other time as agreed in writing by the parties acting reasonably), work will continue in accordance with the arrangements that were in place immediately prior to the change that caused the dispute being notified under clause 11.3;
- (b) subject to the period described in (a) above, an employee must perform his or her work including work which is the subject of any management initiated change as he or she is instructed to do by Yarra Trams unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (c) an employee must comply with a direction given by Yarra Trams to perform other available work which the employee is competent to perform at the same workplace, or at another workplace, unless applicable occupational health and safety legislation would not permit the work to be performed.

## 12. Disciplinary Counselling

Staff discipline will be conducted in accordance with Attachment 1 of this Agreement. Yarra Trams will review the disciplinary counselling procedure in consultation with the RTBU by 31 December 2020. Yarra Trams agrees to conduct the review in good faith and seriously consider the position of the RTBU. Neither the review, nor the outcomes of it, will be progressed by either party through the Dispute Resolution procedure.

### **Section 3— Types of Employment and Termination of Employment**

#### **13. Types of Employment**

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

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

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

##### **13.1 Full-time employment**

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

###### **(a) Job- Share Positions**

Employees may voluntarily apply to participate in a program of job-sharing a full time roster line, subject to Company approval and conditions outlined at clause 70.

##### **13.2 Part-time employment**

Subject to 13.2(i) and 13.2(ii), the provisions of clause 13.2 apply to all part-time employees.

(i) Clauses 13.2(a), (c) and (d) apply to part time employees engaged after 1 January 2019 or part time arrangements entered into after that date.

(ii) Employees who were employed prior to 1 January 2019 and are working a part-time arrangement as at the date this Agreement commences operation, will continue to be employed on their existing terms and conditions and clauses 13.2(a), (c) and (d) below do not apply. For the avoidance of doubt, such employees will be entitled to penalty rates applicable to full-time employees.

###### **(a) Definition**

A part-time employee is a person employed to work reasonably predictable hours of work less than 35, but a minimum of 23, ordinary hours per week.

###### **(b) Work arrangements to be agreed**

Before an employee commences part time employment, the employee and Yarra Trams must agree in writing to the following:

(i) If applicable - the duration of the part-time work arrangement.

(ii) The ordinary hours of work, including starting and finishing time (other than for shift workers) on each day of the week.



- (iii) In the case of shift workers, the usual hours to be worked by the employee, the days upon which they work and expected commencing and finishing times.
- (iv) The classification applying to the work to be performed.

The hours of work specified in writing in accordance with this sub-clause shall not be altered without the consent of the employee.

(c) Hours of work and rostering

Part-time employees can be rostered to perform ordinary hours of work between 6.30am and 7.30pm on any day of the week.

The ordinary hours worked by a part-time employee on any day shall not be less than 4 hours and 30 minutes.

Subject to a master timetable change, the rosters for each part-time employee are fixed for that employee during the life of that timetable.

(d) Overtime and penalties

Where a part-time employee agrees to work beyond 23 hours per week, they shall be paid the applicable overtime rate.

A part-time employee shall be entitled to penalty rates applicable to a full time employee of the same classification.

(e) Shift Work

A part-time employee engaged on shift work shall be entitled to the relevant shift work conditions provided by the relevant industrial agreement/award.

(f) Rate of Pay

A part-time employee shall be paid per hour one thirty eighth of the weekly rate prescribed for the classification in which the employee is engaged.

(g) Entitlements

A part-time employee shall receive the same annual leave, annual leave loading, long service leave and all other benefits as a fulltime employee in the same classification. Payment shall be made on a pro rata basis.

(h) Other Conditions

The proportion of part time employees should not exceed:

- (i) the following percentages of the total establishment number of Tram Drivers including Tram Driver/CSE trainees (full time equivalent):
  - a. from the date this Agreement commences operation to 30 June 2020: 6%;
  - b. from 1 July 2020 to 30 June 2021: 6%;
  - c. from 1 July 2021 to 30 June 2022: 8%;
  - d. from 1 July 2022 onwards: 10%; or
- (ii) four percent of all non-driver classifications (full time equivalent).

For the avoidance of doubt, the above proportions are not cumulative (e.g. at 1 July 2022, the part time cap is 10% and not 30%).

No cap applies to part time employment granted to existing employees on the basis of genuine and special needs as provided by law.

Yarra Trams must ensure that the proportion of work available to part time employees on weekends is no greater than the proportion of employees working part time (calculated on a full time equivalent basis).

It is not the Employer's current intention to increase the percentage of part-time employees beyond that provided in clause 13.2(h)(i) in the replacement agreement to this Agreement.

The following commitments are provided by Yarra Trams:

- (i) No full-time employee will be required to convert to part-time employment. No full-time employee will be required to retire, nor will their role be made compulsorily redundant, as a result of the employment of a new part-time employee or the creation of a new part-time position.
- (ii) Part-time employees will have the first opportunity to be considered for available full-time positions in their home depot.
- (iii) Full-time employees will have the first opportunity to be considered for available part-time positions, prior to any external recruitment process.
- (iv) Where a full-time employee converts to part-time employment after this Agreement commences operation, the employee may request to return to full-time employment in the event that their personal circumstances change. Such a request will be accommodated by the Employer as soon as reasonably practicable, subject to a suitable full-time position being available.
- (v) The Employer will continue to offer full-time employment and will not employ casual tram drivers.
- (vi) In the allocation of DOCs, full-time shifts will first be offered to full-time employees and part-time shifts will first be offered to part-time employees. Any shifts on public holidays or during special events will first be offered to full-time employees (with the exception of part-time DOCs on such days, which will first be offered to part-time employees).

## **14. Abandonment of Employment**

- 14.1 The absence of an employee from work for a continuous period exceeding three working days without the consent of Yarra Trams shall be prima facie evidence that the employee has abandoned their employment.
- 14.2 If within a period of fourteen days from the employee's last attendance at work or the date of the last absence in respect of which consent has been granted an employee has not established to the satisfaction of Yarra Trams that the absence was for reasonable cause, the employee shall be deemed to have abandoned their employment.
- 14.3 Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted by Yarra Trams, whichever is the later.

## **15. Termination of Employment**

- 15.1 Notice of termination by Yarra Trams.

- (a) Yarra Trams must not terminate an employee's employment unless Yarra Trams has given the employee written notice of the day of the termination (which cannot be before the day the notice is given).
- (b) Yarra Trams must not terminate the employee's employment unless:
- (i) the time between giving the notice and the day of the termination is at least the period (the minimum period of notice) worked out under subsection 15.1(c); or
  - (ii) Yarra Trams has paid to the employee (or to another person on the employee's behalf) payment in lieu of notice of at least the amount Yarra Trams would have been liable to pay to the employee (or to another person on the employee's behalf) at the full rate of pay for the hours the employee would have worked had the employment continued until the end of the minimum period of notice.
- (c) Work out the minimum period of notice as follows:
- (i) first, work out the period using the following table:

Employee's period of continuous service with Yarra Trams at the end of the day the notice is given	Period Of Notice
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

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

## 15.2 Notice of termination by an employee

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

## 15.3 Job search entitlement

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

## 16. Job Opportunities, Redeployment and Redundancy

- 16.1 In the event that a restructuring of the Yarra Trams Organisation results in positions being determined as surplus to organisational establishment, incumbents of surplus

positions will be treated in accordance with the Policy and Procedures pertaining to the Targeted Separation Package detailed in clause 16.9.

16.2 Adequate Alternative Employment Offer

If:

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

then the employee is not entitled to any redundancy payment

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

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

16.4 If any reviews identify existing Yarra Trams positions to be in excess of the requirements of the organisational or operational structure for the business, the procedure set out in clause 16.5 will apply.

16.5 Yarra Trams will;

- (a) Notify and consult with employees, and if the employees request, notify and consult with the union or other representative on the outcomes of the review.
- (b) Select employees in each affected area of the Organisation structure for on-going employment and those employees whose employment may be terminated by reason of redundancy (the latter group of employees are

hereafter referred to as the "affected employees").

- (c) Provide affected employees with an opportunity to respond and consult with them on alternatives to termination of employment on redundancy grounds.
- (d) Give consideration to selected employees who demonstrate a special circumstance that may result in a change of their status and them being determined to be an affected employee.
- (e) In the event that no other option to termination of employment on redundancy grounds is available, terminate the employment of an affected employee and pay the affected employee his or her accrued entitlements under this Agreement and the severance payment set out in clause 16.8.

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

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

#### 16.8 Separation Payment

- (a) Subject to clause 16.8(b) and 16.1(c), an employee made redundant under the terms of this Agreement will be eligible for the following separation payment:
  - (i) Four weeks' pay in lieu of notice. (An additional one weeks' notice if over 45 years of age with 2 years' completed continuous years' service); and
  - (ii) Two weeks' pay for the first completed year of continuous service.

Plus

  - (iii) Three weeks' pay for each additional completed year of continuous service to a maximum of 14 years and a cap of forty one (41) weeks total pay.
- (b) An employee with at least one but less than two years' completed service made redundant under the terms of this Agreement will be eligible for the following separation payment:
  - (i) Four weeks' pay in lieu of notice; and
  - (ii) Four weeks' redundancy pay.
- (c) An employee with at least two but less than three years' completed service made redundant under the terms of this Agreement will be eligible for the following separation payment:
  - (i) Four weeks' pay in lieu of notice. (An additional one weeks' notice if over 45 years of age with 2 years' completed continuous years' service); and
  - (ii) Six weeks' redundancy pay.
- (d) Separation payments for Part time employees will be calculated on a pro-rata basis.

#### 16.9 Conditions for Targeted Separation Package

- (a) A redundancy may occur where Yarra Trams determines that a position is no longer required for the Organisation.
- (b) All separations are at the discretion of Yarra Trams.
- (c) Employees on probation or any trial employment arrangement are not eligible.
- (d) Employees on contract or fixed term employment are not eligible.

#### 16.10 Other Entitlements

Redundant employees may also be entitled to:

- (a) Standard pay in lieu of long service leave (pro-rata long service leave may be applicable if service period is 4-10 years).
- (b) Pay in lieu of recreation leave and allowances (if applicable).
- (c) Any other accrued entitlements that are normally paid on retirement.

### **Section 4— Wages and Related Matters**

#### **17. Wage Increases**

##### 17.1

<b>Effective Date</b>	<b>Percentage Increase</b>
1 July 2023	2.0%
1 January 2024	2.5%
1 July 2024	2.0%
1 January 2025	3%
1 July 2025	1.5%
1 January 2026	1.5%
1 July 2026	1.75%
1 January 2027	1.75%

Note: wage increases will only become effective from the first full pay period on or after the agreement commences. Any historical increases are detailed for the purposes of backpay calculations for those employees who are still employed at the date of commencement.

Backpay will be paid based on total earnings including shift penalties, overtime and allowances (if applicable).

- 17.2 An additional 1% pay increase for all employees covered by this agreement, commencing from the beginning of the first full pay period on or after the successful introduction of Next Generation Tram (NGT) but no later than 1 January 2026 subject to the conditions in clause 71 Next Generation Tram being complied with.

## 18. Allowances

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

### 18.1 Fares And Travelling Time

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

### 18.2 First Aid Allowance

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

### 18.3 Licence Allowance

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

### 18.4 Meal Allowance

An employee that is required to work certain amounts of overtime or is requested not to return to the location of sign on and sign off for a meal break will be paid a meal allowance.

### 18.5 Plain Clothes Allowance

An Authorised Officer or Operational Training Officer that is required to wear plain clothes to perform their duties will be paid a Plain Clothes Allowance for each week plain clothes duty is performed.

### 18.6 Work Disruption Disability Allowance

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

their representatives as early as possible to brief them on the works being planned with a view to managing the works schedule to minimise to the extent reasonably possible, without adding significant cost or time to the project works, the disruptive impact of the works on Tram operations and employees.

### **Major Works**

- (a) More recently major Depot reconstruction works have been undertaken which fall outside of the scope and intent of the Disruption to Work Allowance. These works involved significant building alteration and renovation, the temporary loss of amenity areas, loss of car parking facilities, and running shed and/or yard reconstruction requiring alternative tram stabling and running from other locations.
- (b) An example of Major Works is detailed below for the express purpose of providing employees and their representatives with comparisons to be used when negotiating future disruption payments that fall outside the scope of clause 18.6.

### **Malvern Depot**

- (a) In January to April 2005 major redevelopment works were undertaken at Malvern Depot. The works included a rebuild of the mess room and mezzanine locker area, relocation of the offices from downstairs to upstairs, reconstruction of Coldblo Road and installation of new track, reconstruction of the carpark, pit filling and various other works. The extent of the works meant the total or partial loss of various employees amenities throughout the period of works. For example employees were unable to park at work, and alternative parking could not be negotiated with the local council leaving employees to park significant distances from the Depot, or make alternative travel arrangements. One half of the meal room was partitioned off, making it effectively unusable for employee mealing. Employee lockers were relocated into the Tram shed, and the quiet room was not available.
- (b) Alternatives such as operating from other Depot's and relocating employees into temporary alternative accommodation was considered, however neither option could be used effectively. An allowance of \$180 was paid to all employees disrupted by the works.

### **18.7 Adjustment of allowances**

- (a) The following allowances will be increased at the same rate and at the same time as wages in this Agreement. These increases are included in the allowances described in Schedule B of this Agreement:
  - (i) First Aid Allowance
  - (ii) Transfer & Redeployment Allowance
  - (iii) Work Disruption Allowance
- (b) The following allowances will be increased from the beginning of the first pay period starting on or after 1 July 2024, 1 July 2025 and 1 July 2026 based on the percentage movement in the Consumer Price Index for Melbourne for the year to the March quarter preceding each increase date:
  - (i) Meal Allowance
  - (ii) Plain Clothes Allowance



## **19. Transfer/Redeployment Allowance**

19.1 Employees who transfer to a new location within the metropolitan area are not required to relocate residentially and shall not be paid any travelling time or travelling expenses to and from the new work location.

19.2 An allowance for additional one way travel distance for transfer shall be payable as follows:

- |                                |         |
|--------------------------------|---------|
| • under 5 kilometres           | \$0     |
| • 5 kilometres - 20 kilometres | \$1,486 |
| • over 20 kilometres           | \$3,033 |

19.3 Payment of the allowance is to be made at the time of transfer as a lump sum.

19.4 The distances referred to above relate to the distance between the employee's residential address and the new work location that exceeds the distance between the residential address and the old work location.

## **20. Expressions of Interest**

20.1 Yarra Trams will run an annual Expression of Interest program to identify employees who wish to transfer to other depots, and will use its best endeavours to transfer those employees, and do so within 12 months, subject to reasonable business grounds. Transfer by an employee under this clause 20 does not trigger an entitlement for the employee to be paid the allowance referred to in clauses 19.1 to 19.4.

20.2 To be eligible to transfer to a new Depot, an Employee must have first served one (1) year of active service prior to submitting an application.

20.3 If an employee transfers from one Depot to another, they will be required to complete a minimum of two (2) years of active service at that location before any further transfer applications will be considered or accepted by the Company. This requirement will not apply in extenuating circumstances as determined by Yarra Trams, which will be considered on a case-by-case basis.

20.4 If an Employee has registered for a transfer and they are successful, but then declines the transfer, they will then be removed from the transfer list for the location for twelve (12) months. Extenuating circumstances will be assessed on a case-by-case basis.

## **21. Mixed Functions**

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

## **22. Occupational Health and Safety**

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

## **23. Ongoing Initiatives**

A number of management initiatives referenced in the previous Yarra Trams Enterprise Bargaining Agreement (2012) were not fully implemented at the time of finalising this Agreement, but may be implemented during its life. These matters are:

- The New Ticketing System (myki)
- New Trams

- Tram Refurbishment
- Hastus-Rosterplus
- PIDS & CCTV
- CAMS
- Route Restructure
- Preston Workshops Redevelopment
- Relocation of “E” Gate
- Tram Simulator

Disability Discrimination Action Plan

## **24. Superannuation**

### 24.1 Superannuation legislation

- (a) Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of employers and employees.
- (b) The rights and obligations in this clause supplement those in superannuation legislation.

### 24.2 Yarra Trams Contributions

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

### 24.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise Yarra Trams to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as Yarra Trams makes the superannuation contributions provided for in clause 24.2
- (b) An employee may adjust the amount the employee has authorised Yarra Trams to pay from the wages of the employee from the first of the month following the giving of three months' written notice to Yarra Trams.
- (c) An employee making contributions to an Accumulation plan may elect to have monies deducted from their pre-tax earnings to superannuation. (This is commonly called salary sacrifice.)
- (d) The annual salary of the employee (prior to salary sacrifice) who elects to salary sacrifice under clause 24.3(a) and 24.3(b) above will remain unchanged for all purposes of this Agreement including the calculation of penalty rates, allowances, termination and superannuation payments.
- (e) Employees who are members of the Revised, New, Transport or MTA (Defined Benefit) superannuation schemes may elect to make employee contributions

to their fund via a salary sacrifice arrangement provided it complies with the requirements as set out in State Legislation and other relevant regulations or guidelines. Employees who are current defined benefit members within ESSSuper may also elect to make contributions from pre or post tax earnings into the ESSPLAN Accumulation Fund. Employees considering this option should obtain independent financial and taxation advice before making this election.

#### 24.4 Superannuation funds

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

### 25. Accident Pay

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

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

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

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

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

25.5 An employee who has submitted a claim for workers compensation and is absent from duty for more than a week and where it is apparent there may be a delay in the assessment of his/her claim, may be paid sick pay (subject to the availability of credits) pending determination of the claim.

25.6 For the purpose of this clause

- (a) "Accident Pay" shall mean an amount of money equivalent to an employee's appropriate base weekly rate of pay at the time of ceasing duty following an accepted injury under the relevant State legislation. The amount shall be calculated by increasing the weekly amount of compensation due to be paid under the relevant State legislation up to the amount of the employee's weekly full rate of pay which would have been payable under this Agreement plus any appropriate allowance whilst acting in a higher position as outlined in clause 25.4. Payments for absences of less than one week in duration shall be

calculated as a proportion of weekly rate of pay;

- (b) "injury" shall be given the same meaning and application as applying under the relevant State legislation; and
- (c) For the purposes of this clause "relevant State legislation" shall mean the Workers' Compensation Act 1958, as amended from time to time, and the Accident Compensation Act 1985, as amended from time to time, or any replacement legislation, whichever is applicable.

## **26. Income Protection**

- 26.1 Yarra Trams will make periodic Payroll deductions to employee nominated Income Protection providers.
- 26.2 In order to assist the Income Protection provider in the administration of claims, Yarra Trams will provide the employee the following information within five working days of receipt of a reasonable written and signed request;
  - (a) A statement of personal details pertaining to personal deductions including:
    - (i) EFT Banking details;
    - (ii) Current employee deductions
    - (iii) Superannuation fund
  - (b) In addition, Yarra Trams will include the total amount deducted for Income Protection on the employees Payment Summary for each financial year.

## **27. Service Increments**

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

## **28. Legacy Award/Agreement covered staff**

- 28.1 The parties to this Agreement are committed to continuing the process of rationalising employee legacy terms and conditions deriving from non-tram transmitted industrial instruments to only those terms and conditions provided for within the terms of this Agreement,
- 28.2 Consistent with the above it is specifically agreed that employees who are paid under legacy wage schedules that provide for rates of pay that are different to those contained in the equivalent classification schedules within this Agreement will translate to the equivalent wage rate contained within this Agreement on promotion or appointment to a higher classification level, or on actioning of their next service increment. Such translation will in no instance result in a reduction in their wage rate.
- 28.3 Where an individual believes they have been significantly disadvantaged through this translation process they may request a review of the translation arrangement by the Human Resources Manager.

## **29. Payroll Deduction of Union Dues**

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

union.

### **30. Late Pay**

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

## **Section 5— Hours of work and related matters**

### **31. Hours of Work**

#### **31.1 Hours of Work (Day Worker)**

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

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

- (c) Only in exceptional circumstances, or where other arrangements have been agreed between Yarra Trams and the employee concerned, shall an employee not take a rostered day off during the period it accrues. If a rostered day off is deferred, it shall be taken as soon as practicable in the next period, or as otherwise agreed between Yarra Trams and the employee concerned.
- (d) An employee's rostered day off may be changed during the currency of a roster period by agreement between Yarra Trams and the employee. In the absence of such an agreement and other than in an emergency situation 48 hours' notice of such alteration shall be given to the employee.

#### **31.2 Hours of Work (Shift Worker)**

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

#### **31.3 Payment for time worked**

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

- (a) 40 hour divisor
  - (i) For the majority of Yarra Trams employees for each eight (8) hour day or shift worked, payment is made for the eight (8) hours worked, at the ordinary time hourly rate (single time rate), which is calculated from the

weekly rate divided by 40. Eight (8) hours is accrued each four weeks for the rostered day off (PLD).

(ii) A second hourly rate is used for overtime purposes. This rate is calculated from the weekly rate divided by 38.

(b) 38 hour divisor

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

### **32. Alterations to Hours of Work**

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

(a) The Employee must approach the Employer to initiate the change;

(b) Any alteration to the employee's original starting and finishing times will not be more than four hours during the life of this Agreement.

(c) The Employee is overall no worse off due to the change in their starting and finishing times;

(d) The parties agree to the finalised arrangement which must be in writing and must state the Employee's original starting and finishing times and gross weekly wage from ordinary hours worked, their new starting and finishing times and their gross weekly wage from ordinary hours worked (the variation agreement)

(e) The variation agreement must be signed and dated by the parties;

(f) The parties can terminate the variation agreement by giving the other party 28 days' notice after which time the Employee will revert back to their original start and finish times as stated in the variation agreement;

32.2 The above arrangement is limited to employees who can demonstrate a special need such as:

(a) family or carer responsibilities

(b) pre retirement needs

(c) ill health; or any other reasonable request.

The implementation of this arrangement is not to unreasonably disadvantage other employees in the particular workplace.

### **33. Notice of Roster– Christmas**

33.1 Subject to sub-clause 33.2, rosters for Christmas Eve, Christmas Day and Boxing Day will be finalised on 20 November, supplying 5 weeks' notice.

33.2 Where notification of a designated special event or renewal is received from the event organiser or the Department of Transport after 15 November, the rosters for employees performing customer service duties will be posted as soon as possible. If this occurs, the notification and expected posting date will be provided. Rosters will then be published as soon as possible. In these circumstances, clause 33.1 will not apply to employees performing customer service duties.

### **34. New Year's Eve Service**

- 34.1 Lines and Customer Service and Information staff who are required to perform rostered duty on 1 January (where 1 January is the declared New Year's day Public Holiday) between the hours of 0000 hrs and 2400 hrs will be paid at the appropriate Public Holiday penalty rate for any portion of their hours worked within this period.
- 34.2 For example, an employee commencing duty on 31 December (New Year's Eve), and whose shift extends beyond midnight will be paid double time and a half for the hours worked on 1 January.

### **35. Australian Grand Prix**

- 35.1 In the event that Yarra Trams provides special services for the Australian Grand Prix, employees and their representatives commit to the delivery of additional services.
- 35.2 Employees who are rostered and perform duties for the full shift in accordance with any of the rostering conditions below to provide the additional services for the Grand Prix will be eligible for a Grand Prix Allowance per day of the event in addition to normal penalties. Employees are eligible to one payment of the allowance per day of the additional services.
- 35.3 Rostering conditions for the Australian Grand Prix:
- (a) Rostering of broken shift on Saturday and/or Sunday.
  - (b) Rostering work for more than 4 hours and 45 minutes without a meal relief.
  - (c) Rostering of work for more than 8 hours and 15 minutes for a shift.
- 35.4 Employees who work for more than 4 hours 45 minutes without meal relief or for more than 8 hours 15 minutes in a single day sequence of normal late running due to heavy loading, delays or incidents will not be eligible for the Grand Prix Allowance. However, if an unforeseen contingency occurs as a result of the Grand Prix Traffic or Grand Prix Tram congestion (inclusive of Tram congestion within the CBD when such congestion is caused by Grand Prix shuttles) payment of the allowance may be authorised by Yarra Trams management.
- 35.5 Employees rostered to work for seven consecutive days Sunday to Saturday to meet the additional services, such that they are required to work on two normal cancelled days off, and who are not eligible for a Grand Prix Allowance in accordance with any other condition of this clause on any of the Grand Prix days will be eligible for one payment of the allowance for each week of seven consecutive days worked.
- 35.6 During the life of the Agreement the allowance increases in line with the wage increases in clause 17.
- 35.7 A Meal Allowance will apply to Tram Drivers on Grand Prix special services for each day they are directed to meal away from their home Depot at a management nominated venue/site.
- 35.8 Customer Service employees who sign-on and sign-off at point and meal away from their depot are to be paid the allowance for each completed shift worked at point during the Grand Prix period. In this case a meal allowance will also be paid. Travel, car parking and other expenses will not be reimbursed by Yarra Trams.
- 35.9 Where Programmed Leisure Days (PLD's) are rostered to fall during the second week of the GP and staff availability for duty coverage has been exhausted, rostered PLD's may be deferred at Yarra Trams option to make the staff member available for duty.

## 36. Timetable Design

The Parties agree to meet annually to discuss timetable design. The Roster Committee at each depot will attempt to resolve rostering issues locally. Senior RTBU officials and senior Yarra Trams management will meet annually to discuss outstanding matters.

## Section 6— Leave and Public Holidays

### 37. Annual Leave

#### 37.1 Period of leave

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

#### 37.2 Shift workers

- (a) In addition to the leave prescribed in clause 37.1, shift workers who are rostered to work regularly on Sundays and public holidays shall be allowed an additional amount equivalent to one (1) weeks annual leave.
- (b) Where employees with twelve months' continuous service are engaged for part of the twelve month period in accordance with clause 37.2(a) they shall be entitled to have a pro-rata amount of the additional leave prescribed in clause 37.2(a).

#### 37.3 Annual leave re-credit due to sickness

- (a) Any employee who is sick whilst on annual leave may apply to substitute accrued sick leave for annual leave, by providing a medical certificate stating that they are incapacitated through illness to such an extent as would render them incapable of performing any duty.
- (b) Where required by Yarra Trams the employee must immediately return any annual leave travel pass covering the period of leave for which sick leave is sought to be substituted in lieu.
- (c) Where an employee is ill whilst overseas on annual leave and submits an application to be paid sick leave in lieu supported by a medical certificate, payment of sick leave is not to be considered whilst the employee remains overseas.
- (d) Upon resumption of duty and provided satisfactory medical certification is produced, substitution of sick leave in lieu of annual leave will be made.

#### 37.4 Annual leave exclusive of public holidays

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

#### 37.5 Other matters

A request by an employee to take annual leave must not be unreasonably refused by



Yarra Trams. For the avoidance of doubt, a refusal based on genuine and reasonable operational requirements will not constitute an unreasonable refusal.

### **38. Calculation of Annual Leave Loading**

Annual leave loading will be calculated on a “week by week” basis for the purpose of determining the entitlement under Appendix One, clause 13.5. Each “week” will be Sunday to Saturday in accordance with the weekly pay cycle.

### **39. Paid Personal/Carer’s Leave**

#### **39.1 Entitlement to paid personal/carer's leave**

##### *Amount of leave*

- (a) For each year of service with his or her employer, an employee is entitled to 15 days of paid personal/carer's leave.

##### *Accrual of leave*

- (b) The amount of personal leave to which an employee is entitled depends on how long he or she has worked for Yarra Trams and accrues progressively according to an employee’s ordinary hours of work as follows:
  - (i) First three months of continuous service, an employee is entitled to accrue personal leave at a rate of 1.25 days per month (3.75 days at end of three months);
  - (ii) After the employee completes the first 3 months of continuous service, 11.25 days personal leave is available to the employee during the remainder of their first year of continuous service;
  - (iii) In the second and subsequent years of continuous service, an employee is entitled to a further 15 days personal leave.
- (c) Unused personal leave accrues from year to year

#### **39.2 Taking paid personal/carer's leave**

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

- (a) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
  - (i) a personal illness, or personal injury, affecting the member; or
  - (ii) an unexpected emergency affecting the member.

Note: The notice and evidence requirements of clauses 40.3 must be complied with.

#### **39.3 Employee taken not to be on paid personal/carer's leave on public holiday**

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

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

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

- 39.5 Paid personal/carer's leave must not be cashed out except in accordance with permitted cashing out terms.
- 39.6 Paid personal/carer's leave must not be cashed out, except in accordance with cashing out terms included in a modern award or enterprise agreement.
- 39.7 Where an employee is suffering from a long-term illness or injury and has no paid personal leave entitlements, they may make a request to be paid Annual Leave or Long Service Leave subject to the following
- (a) Production of a certificate issued by a medical practitioner in accordance with clause 40.5(a); and
  - (b) The employee making an application for leave in accordance with the normal process.

39.8 Entitlement to unpaid carer's leave

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

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

39.9 Taking unpaid carer's leave

- (a) An employee may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support as referred to in clause 39.9(b).
- (b) An employee may take unpaid carer's leave for a particular permissible occasion as:
  - (i) a single continuous period of up to 2 days; or
  - (ii) any separate periods to which the employee and his or her employer agree.
- (c) An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carer's leave.

Note: The notice and evidence requirements of clauses 40.3 and 40.4 must be complied with.

**40. Compassionate Leave**

40.1 Entitlement to compassionate leave

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

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

- (c) dies.

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

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

#### 40.2 Taking compassionate leave

- (a) An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
  - (i) to spend time with the member of the employee's immediate family or household who has contracted or developed a personal illness, or sustained the personal injury, referred to in clause 40.1; or
  - (ii) after the death of the member of the employee's immediate family or household referred to in clause 40.1.
  - (iii) immediate family is as defined in clause 6.1 of this Agreement.
- (b) An employee may take compassionate leave for a particular permissible occasion as:
  - (i) a single continuous 3 day period; or
  - (ii) 2 separate periods; or
  - (iii) any separate periods to which the employee and his or her employer agree.
- (c) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

Note: The notice and evidence requirements of clauses 40.3 and 40.4 must be complied with.

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

#### 40.3 Notice and evidence requirements

##### *Notice*

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

*Evidence*

- (c) An employee who has given his or her employer notice of the taking of leave under this provision must, if required by the employer, give the employer evidence that would satisfy a reasonable person that:
  - (iii) if it is paid personal/carer's leave--the leave is taken for a reason specified in clause 39.2; or
  - (iv) if it is unpaid carer's leave--the leave is taken for a permissible occasion in circumstances specified in sub clause 39.9; or
  - (v) if it is compassionate leave--the leave is taken for a permissible occasion in circumstances specified in sub clause 40.1.

*Compliance*

- (d) An employee is not entitled to take leave under this clause unless the employee complies with this clause (40.3).

## 40.4 Notification

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

## 40.5 Medical Certificates

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

## 40.6 Acting in Higher

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

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

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

## **41. Trauma Leave**

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

## **42. Family and Domestic Violence**

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

## **43. Community Service Leave**

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

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

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

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

#### 43.2 Meaning of eligible community service activity

##### *General*

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

##### *Voluntary emergency management activities*

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

- c. otherwise responding to an emergency or natural disaster; or
- (iv) a body, or part of a body, prescribed by the regulations; but does not include a body that was established, or is continued in existence, for the purpose, or for purposes that include the purpose, of entitling one or more employees to be absent from their employment under this Division.

*Regulations may prescribe other activities*

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

### 43.3 Notice and evidence requirements

*Notice*

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

*Evidence*

- (c) An employee who has given his or her employer notice of an absence under subsection 43.3 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the absence is because the employee has been or will be engaging in an eligible community service activity.

*Compliance*

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

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

## 44. Parental Leave

### 44.1 Unpaid Parental Leave

An employee is entitled to take up to 52 weeks' unpaid parental leave if they become a parent through the birth or adoption of a child in accordance with, and subject to, the requirements of the National Employment Standards of the Fair Work Act (2009). An employee can also request to take up to an additional 52 weeks' of unpaid parental leave and Yarra Trams will not unreasonably refuse that request. An employee can take other forms of leave during parental leave but these can have the effect of reducing the amount of parental leave that is available to the same extent the employee takes other leave.

### 44.2 Paid Parental Leave

- (a) Paid primary carer leave
  - (i) An employee who has completed twelve months continuous service by the date of commencement of parental leave and will be the person

who is primarily responsible for the care of the child, is entitled to be granted parental leave with pay for a total period of fourteen weeks upon production of a certificate from a legally qualified medical practitioner specifying the date of the expected birth or a statutory declaration specifying the date of placement of a child.

- (ii) Where an employee has been employed on a part time basis for all or a portion of a continuous period of employment of twelve calendar months they are entitled to be granted paid parental leave on a proportionate basis.
- (iii) Paid parental leave of fourteen weeks should commence no earlier than six weeks prior to the expected date of birth of the child and no later than six weeks after the birth or placement of the child.

(b) Paid secondary carer leave

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

44.3 Safe Job or 'No Safe Job Leave'

(a) Transfer to a safe job

A pregnant employee has an entitlement to be transferred to an 'appropriate safe job'. An appropriate safe job is a job that has:

- (i) the same ordinary hours of work as the employee's present position or
- (ii) a different number of ordinary hours agreed to by the employee.

This entitlement applies if the employee has provided a medical certificate that they are fit for work, but that it is not advisable for them to continue in their present position during a period because of:

- (i) illness or risks arising out of the pregnancy or
- (ii) hazards connected with that position.



If this requirement is met and there is an appropriate safe job available, the employee must be transferred to that job for the risk period, with no other change to the employee's terms and conditions of employment. Yarra Trams will pay the employee at their usual classification for the position they were in prior to the transfer to the safe job. Employees will be paid for the hours they work during the risk period.

(b) No Safe Job Leave

If there is no appropriate safe job available the following will apply:

(i) Paid no safe job leave

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

(ii) Unpaid no safe job leave

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

(iii) Unpaid parental leave

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

- a. the employee does not give Yarra Trams a medical certificate within seven days after the request to transfer to a safe job; or
- b. within seven days after the request, the employee provides a certificate stating they are not fit for work.

(iv) The 'no safe job leave' ends when the parental leave period commences.

#### 44.4 Special Maternity Leave

(a) An eligible pregnant employee is entitled to take unpaid special maternity leave if the employee is not fit for work because of:

- (i) A pregnancy-related illness; or
- (ii) The pregnancy ends, not in the birth of a living child, within 28 weeks of the expected date of birth.

(b) An employee must give Yarra Trams notice that they are taking unpaid special maternity leave as soon as possible (which may be after the leave has started), and the expected period of leave.

#### 44.5 Consultation 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, Yarra Trams will 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 Employer 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.

#### 44.6 Replacement Employees

- (a) A replacement Employee is an Employee specifically engaged or temporarily acting on higher duties or transferred, as a result of an Employee taking parental leave.
- (b) Before Yarra Trams engages a replacement Employee, they must inform that person of the temporary nature of the employment and the rights of the Employee who is being replaced.

#### 44.7 Superannuation on Unpaid Parental Leave

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

### 45. Jury Service

An employee required to appear and/or serve as a Juror shall be entitled to be granted leave of absence without loss of pay from their normal rostered duty (i.e. paid as per roster) in respect of attendance at Court, and shall be permitted to retain any fees allowed by the Court.

Leave with pay under this clause is not to be approved where the employee would otherwise be off duty.

In cases of late notification of jury service the employee will be re-rostered for duty. In the event such alternative rostering arrangements are not possible and Yarra Trams cannot provide alternative work, the employee shall be entitled to payment as if the jury service had been performed, provided that the employee does not refuse alternative rostering arrangements.

### 46. Public Holidays

#### 46.1 Entitlement

An employee will be entitled to the following public holidays without loss of pay:

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

#### 46.2 Public holidays falling on a weekend

- (a) When Christmas Day is a Saturday or a Sunday, 27 December will be observed as the public holiday in lieu of the prescribed day.

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

#### 46.3 Prescription of additional days

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

#### 46.4 Substitution of other days

- (a) Yarra Trams, with the agreement of the majority of the employees, may substitute another day for any prescribed in this clause.
- (b) An agreement pursuant to clause 46.4(a) will be recorded in writing and be available to every affected employee.

#### 46.5 Non-accumulation of public holidays

- (a) Days off granted for public holidays where the employee would be normally rostered off will be paid at single time rate and the time is not included for the calculation of overtime.
- (b) The non-accumulation of public holidays does not apply to Carlton Control.

#### 46.6 Deduction of Leave Credits

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

### **47. Long Service Leave**

- 47.1 The provisions of this clause apply to full-time and permanent part-time employees on a pro-rata basis.
- 47.2 An employee is entitled to 13 weeks long service leave with pay after the completion of 10 years continuous service. Pro-rata long service leave may be taken after completion of seven (7) years continuous service.
- 47.3 Additional entitlements accrue at the rate of one point three (1.3) weeks per year of completed continuous service.
- 47.4 In cases where an employee retires on account of age or ill health, dies or is terminated on the grounds of redundancy, entitlement to long service leave is subject to a minimum of 4 years completed continuous service and is computed on the basis of 1.3 weeks leave for each completed year of service.
- 47.5 Where an employee has completed at least seven (7) years continuous service, pro rata long service leave may be taken with the approval of Yarra Trams. If employment is terminated by the employee in a lawful manner, or by Yarra Trams for any reason an employee is entitled to be paid pro-rata.
- 47.6 A request by an employee to take long service leave must not be unreasonably refused by Yarra Trams. For the avoidance of doubt, a refusal based on genuine and reasonable operational requirements will not constitute an unreasonable refusal.
- 47.7 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.

- 47.8 For the purposes of this subclause half pay means pay computed at half the rate that would have been received had the leave been granted at full pay.
- 47.9 Subject to operational requirements, an employee may request and be approved to take Long Service Leave in blocks or single days.
- 47.10 In calculating the period of service for long service leave purposes any continuous period of leave of absence without pay will be treated in accordance with the Long Service Leave Act 2018 (Vic) or any successor legislation.

#### **48. Salary Sacrifice for Long Service Leave**

Long Service Leave is intended to be used for recreational purposes however, it is agreed to provide the opportunity for employees to capitalise accrued leave in certain circumstances.

Employees may nominate prospectively to salary sacrifice into an approved superannuation fund any future Long Service Leave entitlement that may become due. However, they must have established thirteen (13) weeks Long Service Leave and of which they must maintain a minimum of five (5) weeks accrued Long Service Leave for recreation or other purposes. That is, an employee is restricted in the amount of Long Service Leave they can sacrifice in their first ten years of service to a maximum of eight (8) of their thirteen (13) weeks.

#### **49. Cashing out of Annual Leave**

- 49.1 Paid annual leave must not be cashed out except in accordance with an agreement made under this clause.
- 49.2 An agreement to cash out leave must state:
- (a) the amount of leave to be cashed out and the payment to be made to the employee for such leave; and
  - (b) the date on which the payment is to be made.
- 49.3 Each cashing out must be the subject of a separate agreement.
- 49.4 The agreement must be signed by the employer and employee.
- 49.5 The payment must not be less than the amount that would have been payable had the employee taken the leave as at the time the payment is made.
- 49.6 An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- 49.7 The employer must keep a copy of any agreement as an employee record.

#### **50. Cashing out of Programmed Leisure Days (PLDs)**

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

- (d) The employer must keep a copy of any agreement as an employee record.

## **Section 7— Other Conditions**

### **51. Travel Authority**

#### **51.1 Employee Travel Authority (EFTA)**

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

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

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

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

#### **51.2 Leave of Absence Without Pay**

If an employee has been granted leave of absence without pay for four weeks or more and is in possession of an EFTA the EFTA should be collected prior to the leave and held until the employee's return. The only exceptions are for periods of authorised sick or injury leave covered by a medical certificate and where exception approval has been given by the Director Human Resources and Organisational Effectiveness.

#### **51.3 Return on Leaving Service**

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

#### **51.4 Intrastate Leave Passes**

##### **Definition**

- (a) "Intrastate passes" are passes that are available for travel on:
- (i) Metropolitan trains, trams and buses (both Government and privately owned).
  - (ii) V/Line passenger services (including V/Line interstate Rail/Coach Link services) and contracted bus or privately owned train services that have replaced or supplemented certain country train services.
- (b) Intrastate passes are not available for travel by:
- (i) interstate trains beyond Albury and Wolseley.
  - (ii) chartered or privately owned trains, trams and buses (except as in (i) and (ii) above) and privately owned country and provincial city route buses unless designated a V/Line service.
  - (iii) tourist trains and trams.

## (c) Entitlement

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

## 51.5 Long Service Leave at Half Pay

- (a) Where an employee is granted a period of long service leave at half pay, an intrastate pass will be issued on request only to cover the period of the face value of the debit to long service leave credits.
- (b) Employees are to nominate the dates for which the pass is required.

## 51.6 Entitlements on Separation Via a Redundancy Package

*Intrastate Passes*

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

## 51.7 Interstate Travel Pass

- (a) Employees with at least two years continuous service will be entitled to the issue of one Railways of Australia - interstate travel voucher every two year period after qualifying in service and or from the date of last issue.
- (b) The entitlement for issue of the interstate travel pass will not accrue if unused.
- (c) Fringe Benefit Tax.

Accessing an interstate travel pass may attract fringe benefit tax.

## 51.8 Retired Employee Travel Authority (RETA)

- (a) A retired employee and/or eligible dependents will be entitled to a Retired Employee Free Travel Authority (RETA) and intersystem travel concession subject to certain conditions provided the employee had completed a minimum of 20 years total service with Yarra Trams and its predecessor organisations, and is 55 years of age and over.
- (b) Members of the revised Superannuation Scheme who resign after reaching the age of fifty-four (54) years and eleven (11) months and who would otherwise have become eligible to be issued with a RETA at age fifty-five (55) are eligible, subject to having attained a minimum of twenty (20) years qualifying service.
- (c) Employees who resign are not eligible for after retirement travel and other concessions except as required for in Redundancy/Separation policies.

However, employees who resign after reaching the minimum retirement age are considered to have retired and are eligible for after retirement entitlements.

## **52. Company Issued Clothing and Protective Equipment**

- 52.1 To ensure that a business-like image is maintained, all employees are required to wear company issued clothing whilst at work.
- 52.2 It is a requirement to wear all safety clothing and protective equipment provided whilst at work and to ensure its proper care, maintenance and storage.
- 52.3 Replacement of work clothing and protection equipment is on the basis of 'fair wear and tear'.

## **53. Uniform Agreement**

During the life of this Agreement the parties agree to commence a review of the uniform policy within six months of signing the Agreement and annual review thereafter.

## **54. Facilities**

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

## **55. Amenities Fund**

Each workplace of Yarra Trams may establish an amenities fund in accordance with this clause and the Amenities Fund rules as agreed between the parties from time to time. Yarra Trams will contribute \$1 per week for each employee who contributes at least \$0.50 per week to their Amenities Fund.

## **56. Transition to Retirement**

Yarra Trams will, after consultation with the RTBU, introduce a Transition to Retirement Program by 31 December 2020 to support employees seeking to transition to retirement.

## **57. Medical Examinations**

- 57.1 Medical examinations will be conducted under the National Standard for Health Assessment of Rail Safety Workers (National Standard) in all circumstances where the National Standard is applicable and appropriate.
- 57.2 Where the National Standard is not applicable Yarra Trams is not precluded from directing an employee to attend a fitness for work assessment when lawful and reasonable.
- 57.3 Employees will be compensated for the time taken to attend and meet the Periodic Health Assessments by payment of four hours pay at their ordinary rate.
- 57.4 Employees attending a medical examination under this clause will be paid in accordance with clause 57.3. For the avoidance of doubt, Employees are only eligible to receive this payment for attendance while off duty at those appointments which are necessary to finalise the health assessment and determine the Employee's fitness for duty, and not appointments made for other purposes, including for the purposes of treatment.
- 57.5 Any time taken to attend further testing pursuant to a medical examination to be paid as per the roster.
- 57.6 Any direct medical costs associated with specialist or further testing resulting from a medical examination under this clause will be borne by Yarra Trams. For the avoidance of doubt, this does not extend to Yarra Trams paying or reimbursing an Employee or

their treating doctor for reports or information provided by a treating doctor for the purposes of the Periodic or Triggered Health Assessment, unless the authorised practitioner conducting the health assessment requires another health professional to assist in assessing an employee's medical fitness for duty. For the avoidance of doubt, Yarra Trams will not reimburse the cost of medical reports or information that ought to have reasonably been provided by the Employee to the authorised health professional including complete and accurate information about their medical history.

57.7 A fasting allowance equivalent to an ordinary time payment for the number of fasting hours required applies should an employee be required to fast prior to any medical assessment conducted pursuant to the National Standard. For the avoidance of doubt should the National Standard no longer require fasting, no allowance will apply.

57.8 If Yarra Trams requires an employee to undergo a triggered medical health assessment, Yarra Trams is required to provide the employee with a written explanation of the reason the employee is required to undergo a triggered health assessment.

## **58. Health Failure**

Employees who have been assessed as being permanently or temporarily unfit for duties under the National Standard, but are able to perform alternative duties, will be redeployed, at their request, to a suitable and vacant role.

## **59. Sexual harassment in the workplace**

59.1 Yarra Trams is committed to providing a safe environment for all its employees free from discrimination on any ground and from harassment at work including sexual harassment in accordance with relevant legislation.

59.2 Yarra Trams is committed to a zero-tolerance environment for any form of sexual harassment in the workplace and agrees to work with the RTBU to prevent sexual harassment occurring.

59.3 In accordance with its existing legislative obligations:

- (a) Yarra Trams will implement training and awareness raising programs about rights and responsibilities in relation to sexual harassment.
- (b) Yarra Trams will treat all incidents seriously and promptly and investigate allegations of sexual harassment as appropriate.
- (c) Any person found to have sexually harassed another may face disciplinary action.
- (d) Yarra Trams will take all complaints seriously and in confidence.
- (e) Employees who raise complaints of sexual harassment must not be victimised for making such a complaint.

59.4 Yarra Trams will identify sexual harassment contact persons throughout the organisation, in consultation with Employees and the RTBU. These persons may include managers, team leaders, union contacts and HSRs.

## **60. Gendered Violence in the workplace**

60.1 Gendered violence is any behaviour, action, system or structure that causes physical, sexual, psychological or economic harm to a worker because of their sex, gender, sexual orientation or because they do not adhere to dominant gender stereotypes or socially prescribed gender roles and includes:

- (a) violence experienced by women because they are women;



- (b) violence experienced by a person because they identify as LGBTQIA+;
- (c) violence experienced by a person because they don't conform to socially prescribed gender roles or dominant definitions of masculinity or femininity.

60.2 Yarra Trams is committed to:

- (a) eliminating gender inequalities that exist in the workplace;
- (b) eradicating sexism and misogyny;
- (c) eradicating homophobia and transphobia; and
- (d) promoting the benefits of gender equality and workplaces that are inclusive of workers from a range of backgrounds, experiences and identities.

60.3 Yarra Trams will work collaboratively with the RTBU to develop education and training within the life of the Agreement.

## **61. Employee Assistance Services**

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

61.2 The nominated EAP will provide support, counselling and consultancy services for Yarra Trams employees and their immediate family members.

61.3 Employees of Yarra Trams may refer themselves or family members for counselling with or without referral from their manager.

61.4 An employee of Yarra Trams or their immediate family can have up to three (3) counselling sessions paid for by Yarra Trams. If the EAP counsellor refers the employee for specialist treatment, and there is a cost, then the cost of the specialist is to be borne by the employee.

61.5 All counselling is undertaken on a confidential basis

## **62. Union Delegates**

62.1 The unions will notify Yarra Trams as to who are the Union Delegates.

62.2 Yarra Trams recognise that Union Delegates require time during working hours to investigate and represent their members' interests. Such time, provided it is reasonable will not be denied.

62.3 Requests for Union Delegates to attend union business must be made in writing to their Manager.

62.4 Union Delegates remain subject to the lawful and reasonable directions of Yarra Trams and must comply with relevant Yarra Trams policies in respect of workplace behaviour

## **63. Union Office/Phone and Noticeboards**

For the purpose of carrying out work as a delegate, consulting and representing members and making contact with relevant union officials, union delegates, or in their absence the proxy delegate, Yarra Trams will make a dedicated RTBU lockable office available at each depot with a lockable filing cabinet, telephone, facsimile and photocopying facilities, and will put a noticeboard and a whiteboard into each depot mess room.

Yarra Trams to provide additional union notice board for Authorised Officers in those depots where Authorised Officers are based, adjacent to existing notice boards.

#### **64. Union Business Day**

64.1 Provision for the Rail Tram and Bus Industry Union (Tram and Bus Division), Union Business Day

64.2 This clause regulates the administration of the Rail Tram and Bus Industry Union (Tram and Bus Division) Union Business Day as agreed between Yarra Trams and the Rail Tram and Bus Industry Union (Tram and Bus Division).

- (a) One day shift on the Thursday of each week is nominated as Union Business Day to provide the Rail Tram and Bus Union, union delegate with time to attend to union activities.
- (b) It is expected that all union activities for the week are completed on the Union Business Day.
- (c) The Union Business Day is to be utilised by the Union Delegate to address and participate in union membership matters, depot employee relations issues, management initiated discussions, depot amenities fund dealings.
- (d) The times of duty for Union Business Day are 8:15am to 5:00pm with a 45 minute lunch break. The times of duty may only be varied to ensure Award compliance (eg. 10 hour break between shifts) and with the prior authorisation of the accountable manager.
- (e) The Union Delegate is to sign on and sign off from the Union Business Day with the Manager Lines.
- (f) The Union Business Day is paid as per the Union Delegate's normal rostered shift for that day as if the shift had been worked by the Delegate.
- (g) Should the Union Delegate be rostered off on the Thursday of a particular week, Union Business Day is to be allocated to the Wednesday of that week. Should Wednesday also be a rostered day off, Friday is to be the Union Business Day.
- (h) No voluntary overtime or extra duties are to be worked by the Union Delegate on Union Business Day.
- (i) The Union Delegate is to be included in the Allocation List for Cancelled Days Off maintained by depot administration and afforded the opportunity of working a Cancelled Day Off on a normal rostered day off.
- (j) Should the Union Delegate be on approved leave (eg. annual, programmed leisure days, sick) on the Thursday of the week, an alternative day in lieu is not to be allocated. However, the nominated proxy delegate will be entitled to the Union Business Day in accordance with these Guidelines.
- (k) Subject to Yarra Trams' professional dress policy, the Union Delegate is not required to wear their uniform when attending Union Business Day, provided that the Union Delegate attend with their uniform to change into should the need arise.
- (l) Yarra Trams is to cover the Union Delegate's normal rostered work for the day by use of the most efficient option from Stand-by, relief table, voluntary overtime, cancelled day off alternatives.
- (m) The Union Business Day is not to be altered or changed from the Thursday in

any week without the prior authorisation of the accountable manager with the exception of the Union Delegate being rostered off.

- (n) All inquiries on the administration of the Union Business Day are to be forwarded to the Director Lines.

## **65. Trade Union Training**

- 65.1 An employee nominated by his/her Union/Association may be granted leave with pay of up to five days per calendar year to attend accredited Trade Union Training Authority courses. Leave with pay in excess of five days and up to ten days may be granted in any one calendar year subject to the total of such leave in that year and the subsequent year not exceeding ten days. The calculation as to entitlement is to be assessed from the date an employee is first granted such leave.
- 65.2 The Union/Association is to advise the employer as far in advance as practicable of nominations. Where it is considered that an employee cannot conveniently be granted the leave at a particular time consultation is to take place with the Union/Association concerned.
- 65.3 Travelling time needed during normal working hours may be included as part of the grant of leave in 65.1.
- 65.4 Leave with pay is not to be approved where the employee would otherwise be off duty.
- 65.5 Other time or costs associated with attendance at the courses are the responsibility of the employee.

## **66. Women's Advocates**

- 66.1 Yarra Trams will recognise one (1) elected Women's Advocate for each depot, including Tram Hub, and one (1) Women's Advocate for all Authorised Officers. If the RTBU Women's Officer is a Yarra Trams employee, this clause applies to that Women's Officer as if the Women's Officer were a Women's Advocate.
- 66.2 Subject to Yarra Trams' operational requirements, Women's Advocates will be provided reasonable time during working hours to:
- (a) Represent the interests of women members;
  - (b) Participate in consultations;
  - (c) Consult with union members and other employees for whom the Women's Advocate is a representative; and
  - (d) Place union information on a noticeboard in a readily accessible and visible location.
- 66.3 The Women's Advocate will be provided reasonable and suitable facilities for the purposes of carrying out their work as a Women's Advocate.
- 66.4 Subject to its operational requirements, Yarra Trams will grant requests for up to five (5) days of paid leave to Women's Advocates which shall be known as 'union leave'.
- 66.5 Women's Advocates remain subject to the lawful and reasonable directions of Yarra Trams and must comply with relevant Yarra Trams policies in respect of workplace behaviour.

**67. RTBU Women's Meetings**

Both female and female identifying RTBU members who request to attend RTBU Women's meetings will be released, subject to the Yarra Trams' operational requirements.

**68. Right of Entry**

68.1 An official of a union party to this agreement may have access to Yarra Trams premises in accordance with the provisions of Part 3-4 of the Act.

68.2 In addition an official of a union party to this agreement may have access to Yarra Trams premises for the following additional purposes:

- (a) To represent employees in Consultation under the Consultation provision of this agreement;
- (b) To represent employees where a dispute is being dealt with under the Dispute Resolution provision of this agreement;
- (c) To represent employees in accordance with the Disciplinary Counselling provision of this agreement;
- (d) To attend during "classroom" induction meetings for new employees; and
- (e) To represent employees and meet with Yarra Trams about negotiation of a replacement enterprise agreement provided that:
  - (f) the union has provided 24 hours' notice to Yarra Trams before accessing the worksite (or a lesser notice period as agreed with Yarra Trams);
  - (g) the union has provided in its notification the purpose for which entry to the worksite is being sought;
  - (h) the time for entry and location for the employee meeting has been agreed between Yarra Trams and the union; and
  - (i) access will not be used for any other purpose.

**69. Supplementary Labour**

This clause only applies to Customer Service Employee and Clerical and Administrative Officer classifications engaged on special events and reconstruction work.

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

Prior to the engagement of supplementary labour Yarra Trams must undertake all reasonable steps to determine whether the work can be carried out by Yarra Trams employees.

**69.1 Consultation**

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

- (a) the name of the supplementary labour company;
- (b) the type of work to be given to the supplementary labour company;

- (c) the number of persons and classifications to be engaged; and
- (d) the likely duration of the engagement.

69.2 Wages and conditions of supplementary labour

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

69.3 Limitation

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

**70. Job Share**

70.1 It is recognised that at various stages in an employee's career that they may seek to perform their role in a more flexible manner. Employees may voluntarily apply to participate in a program of job-sharing, subject to Company approval and the following conditions.

70.2 This initiative provides an alternative working method for employees. It is aimed to support employees transitioning to retirement, employee's seeking to manage carer's responsibilities and to promote work life balance.

70.3 The Company reserves the right to limit the number of Job Share positions in the Company at any one time. For the avoidance of doubt, the Company will not cease any existing job share arrangements except in accordance with sub-clause 5.

70.4 The program:

- (a) The participants will be two employees in the same job location and same job function ('participants'). One employee will vacate their rostered position and share the full-time rostered position with the other.
- (b) The participants must both have the required qualifications, skills, competency and experience to perform all aspects of the shared full-time position.
- (c) The participants must sign a Job Share Agreement which will be binding.
- (d) The division of working time will be agreed between the participants but will normally be split on a 50/50 basis.
- (e) The rotation between the participants will be weekly. The participants will work on a full-time basis during their respective rotations.
- (f) Where the participants are unable to agree on the split, the Company will decide the appropriate arrangement, which will be final.
- (g) Time worked in a Job Share role will be deemed to be continuous but calculated on a pro rata basis.
- (h) Pay rates and leave entitlements are the same as for full time Employees but calculated and accrued on a pro rata basis.
- (i) For the purposes of supporting transition to retirement, Job Share participants may cash out annual leave to support with transition to requirement as per the cash out procedures set out in clause 49.

## 70.5 Conditions of participation

- (a) The Job Share Agreement will operate for a maximum of one year, at which stage it will be reviewed and extended if approved by the Company.
- (b) The Job Share Agreement will require employees to be classified as 'part time' for the purposes of payroll and administration systems, but are not part time employees for the purposes of clause 13.2 of this Agreement.
- (c) Each participant must provide cover for the other participant if the other participant takes any form of planned leave, unless otherwise agreed in writing by the Company.
- (d) Participants agree to work a reasonable number of additional hours. Overtime will apply based on full time hours under the enterprise agreement (i.e. not reduced hours under the Job Share arrangement).
- (e) If the employment of one participant is terminated, for any reason, from the date of termination, the other job share participant will have four weeks from the date the Company advises the remaining job share participant of the pending termination to find another participant. The Company will support the employee to find another job share partner by seeking expressions of interest via a notice to be posted on the local notice board for a period of four weeks.
- (f) If the Job Share Agreement is dissolved as per above, the remaining participant will revert to full-time hours in the previously shared position unless there is extenuating circumstances.
- (g) Job share participants will accrue PLDs on a pro rata basis. The taking of PLDs and roster rotations are to be worked through on a case-by-case basis to ensure the equitable distribution of PLD roster weeks between the job share participants.
- (h) Where a public holiday occurs only the job share partner whose working week the public holiday falls in, will be entitled to public holiday pay in accordance with clause 46. Public Holidays of this Agreement.
- (i) The Company will only approve a Job Share arrangement under this clause if there are two suitable participants who have applied for a job share arrangement, and provided the arrangement is suitable for the Company with regards to operational requirements.
- (j) Employees who apply will be considered for a Job Share role in order of the date of application. The Company may, however, where required give preference to employees requesting a flexible work arrangement in accordance with the National Employment Standards of the Fair Work Act 2009.

70.6 Job Share employees who are members of any of the defined benefit superannuation schemes (Revised, New or Transport Superannuation funds) should be aware that working on a less than full-time basis, which thus reduces income, may affect their superannuation benefits as these schemes calculate final average salary based on the average salary over the last two (2) years prior to retirement unless they exercise the option of maintaining their previous contribution level.

## 71. Next Generation Tram

71.1 The additional 1% pay increase referred to in clause 17.2 is subject to:

- (a) The RTBU Tram and Bus Division, including nominated working party members on the Driver User Group, at all times engaging in meaningful and

cooperative consultation on the implementation of the NGT and all other matters associated with the implementation of the NGT (including, without limitation, any necessary rostering changes); and

- (b) The cost-effective implementation of the NGT as scheduled by Yarra Trams, without any delay, operational disruption, and with the RTBU's and employees' cooperation.

71.2 If the above clause 71.1 is complied with, and there is an unforeseen event where the Tram Driver of the NGT is required to leave the cabin, but their egress is impeded because of passenger obstruction, then the Tram Driver will contact OC and stay in the cabin until support attends.

71.3 For the avoidance of doubt, the RTBU and employees agree that the following design elements may be part of the NGT and will not be an impediment to the successful and on-time introduction of the NGT:

- (a) hand controlled trams with no foot controls; and
- (b) an internal driver cab door and a front external door for use by passengers and drivers.

## Attachment 1

### Disciplinary Counselling

#### 1. Purpose

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

#### 2. Basic Principles

##### 2.1 Opportunities to Explain and Defend

Individuals who may not be conforming to required standards and/or against whom disciplinary action is being contemplated, are entitled to be informed:

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

##### 2.2 Timeliness

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

##### 2.3 Timeframes

- (a) Investigation

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



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

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

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

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

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

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

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

(b) Disciplinary interview

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

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

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

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

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

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

## 2.4 Establishment of Facts

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

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

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

## 2.5 Time Allowed to Modify Behaviour

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

## 2.6 Employee Representation and Support Person

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

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

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

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

### (a) Number of representatives

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

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

## 2.7 Confidentiality of Records

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

### 3. Conditions

#### 3.1 Suspension With Pay

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

#### 3.2 Alternatives to Termination of Employment

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

#### 3.3 Termination of Employment

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

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

#### 3.4 Summary Dismissal

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

#### 3.5 Appeals

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

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

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

Participants at appeal hearings will include:

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

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

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

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

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

#### **4. Steps in the Disciplinary Counselling Process**

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

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

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

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

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

- (a) the person or persons present at each such procedure;

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

## 5. Documentation

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

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

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

## 6. Interview of Employee

6.1 Interviews should be conducted by the appropriate Manager of the employee concerned as soon as possible. The employee should have the opportunity to have an interpreter if necessary. The employee must be asked if any assistance from the union or other nominated representative is required and whether any reasonable further time to consider and to prepare a response to the allegations made against him/her is required. The Manager must keep detailed and comprehensive notes of the incidents and the fact that the employee was interviewed document (***Refer to c400fo159 Record of Interview***) will be used for this purpose.

6.2 The interview would generally follow the sequence below:

- (a) the misconduct causing concern would be pointed out to the employee; the employee must be given details of the substance of all the allegations and the evidence, if any, upon which the allegations are based;
- (b) the Manager should frequently ask the employee if there is anything he/she wishes to say or add and each subsequent statement should be recorded both as to the question and the response;
- (c) the employee will be given the opportunity to respond to the allegations; the employee should be given a number of opportunities to add anything that he/she wishes to add and should be encouraged to put forward any evidence,

material or submissions that he/she wishes to make in answer to or in mitigation of the allegations made;

- (d) if after hearing the employee's response to the allegations and receiving other material, the Manager is of the belief that the allegations have been established, the Manager would then issue a warning and explain what is expected of the employee. This requirement must be clearly detailed and specific and the employee must be advised of the consequences should the misconduct be repeated.

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

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

- (a) Advise the employee he / she is off pay until he / she attends the interview and explain that it would be in his / her best interests for his/her point of view to be put to Yarra Trams.
- (b) After the record of interview is signed by the Manager, the opportunity should be given to the employee to sign acknowledgment of the contents, and/or comment in writing.
- (c) If the employee declines to sign, the Manager should endorse the appropriate section along the following lines: -
  - (i) "Employee given opportunity to acknowledge but declined".
  - (ii) A copy of the completed "Record of Interview" should be offered to the employee, and to their representative if involved in the discussions. The Manager should also retain a copy.
- (d) In accordance with the Yarra Trams Enterprise Bargaining Agreement 2023 Appendix One – Tram Operations Clause 5 "ATTENDING OFFICE", an employee who is being interviewed shall be allowed full pay for any time necessarily absent from ordinary duty.

## 7. Time to Respond to Allegations

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

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

## 8. Final Written Warning

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

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

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

## **9. Recommendation for Dismissal**

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

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

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

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

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

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

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

## **10. Summary Dismissal**

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

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

## **11. Participants and Their Roles**

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

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

- The Employee
- The Appropriate Manager of the Employee
- Employee Unions and Association

- The Manager's Manager (MoR)
- Human Resources Management
- The Chief Executive Officer

### 11.1 The Role of the Employee

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

### 11.2 The Role of the Manager

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

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

### 11.3 The Role of the Employee Unions and Associations

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

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

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

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

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

### 11.5 The Role of the Human Resources Function

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

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

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

## 12. Termination checklist

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



- (a) Has the employee been given the opportunity to know the allegations against him/her?
- (b) Has the employee had the opportunity to respond to those allegations?
- (c) Were there any extenuating circumstances that affected the employees conduct?
- (d) Has the employee been given the opportunity to be represented?
- (e) Has the employee been suspended pending the investigation?
- (f) Has the enquiry been conducted as promptly as possible?
- (g) Has the employee been given the opportunity to comment on the likely penalty?
- (h) Is the reason for termination clearly understood?
- (i) Has the employee's employment history and record been taken into account? (Where appropriate).
- (j) Has the employee received warnings concerning his/her conduct?
- (k) If a decision is taken that an employee's employment is to be terminated a letter to the employee should state:
  - (i) The reason for the termination
  - (ii) Advice that there is a right of appeal

## Part Two – Operations

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## Part Two – Operations

### 1. Scope and Application

1.1 Part Two, Operations, applies to all employees engaged directly in positions involved in the day to day operation and running of the metropolitan tram network. For the avoidance of doubt, in accordance with clause 13.2 of Part One, the provisions of this Part Two apply to part time employees on a pro rata basis in accordance with their ordinary hours of work and the arrangement of hours is in accordance with 13.2 in Part One. Tram Operations includes the following classifications:

(a) **Lines:**

- (i) Tram Driver/CSE (Trainee)
- (ii) Tram Driver
- (iii) Traffic Officer/Driver
- (iv) Officer Production
- (v) Officer Production/Trainer
- (vi) Depot Trainer
- (vii) Officer, Operational Training
- (viii) Officer, Operations
- (ix) Controller, Operations Centre

(b) **Customer Services:**

- (i) Customer Service Employee
- (ii) Authorised Officer
- (iii) Senior Authorised Officer
- (iv) Customer Service Supervisor
- (v) Authorised Officer Supervisor

(c) **Marketing:**

- (i) Officer, Customer Relations and Information

### 1.2 Appendices

Further terms and conditions of employment for employees covered by this Part (Part Two) of the Agreement can be found in Appendix One or Appendix Two of this Agreement as detailed in the following table:

Classification	Appendix
<ul style="list-style-type: none"> <li>• Tram Driver/CSE (Trainee)</li> <li>• Tram Driver</li> <li>• Traffic Officer / Driver</li> </ul>	One

<b>Classification</b>	<b>Appendix</b>
<ul style="list-style-type: none"> <li>• Depot Trainer</li> <li>• Operational Training Officer</li> <li>• Customer Service Employee</li> <li>• Authorised Officer</li> <li>• Senior Authorised Officer</li> </ul>	
<ul style="list-style-type: none"> <li>• Officer Production</li> <li>• Officer Production/Trainer</li> <li>• Officer, Operations</li> <li>• Controller, Operations Centre</li> <li>• Customer Service Supervisor</li> <li>• Authorised Officer Supervisor</li> <li>• Officer, Customer Relations and Information</li> </ul>	Two

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

## 2. Classification Structures

### 2.1 Traffic Management Classifications (Rates effective from the first full pay period to commence on or after 1 July 2023)

<b>Position</b>	<b>Grade</b>	<b>Rate per Week 1 July 2023</b>
Officer, Operations	Grade 2 Level 2	\$2,126.60
	Grade 2 Level 1	\$2,079.07
	Grade 1 Level 3	\$2,046.63
	Grade 1 Level 2	\$2,026.33
	Grade 1 Level 1	\$2,004.81
Officer Production/Trainer		\$2,199.12
Officer Production	Grade 1 Level 3	\$1,971.35
	Grade 1 Level 2	\$1,924.43
	Grade 1 Level 1	\$1,877.72
Traffic Officer / Driver #		\$1,750.63

# Yarra Trams will recognise prior learning if a Traffic Officer/Driver is acting in or appointed to a Depot Starter role in line with the following:

- (a) Depot Starter Grade 1 Level 1 – with up to 3 years' experience as a Traffic Officer/Driver
- (b) Depot Starter Grade 1 Level 2 – with more than 3 years and up to 5 years' experience as a Traffic Officer/Driver
- (c) Depot Starter Grade 1 Level 3 – with more than 5 years' experience as a Traffic Officer/Driver

### 2.2 Tram Drivers (Rates effective from the first full pay period to commence on or after 1 July 2023)

<b>Position</b>	<b>Rate per Week 1 July 2023</b>
Tram Driver Level 4 (after 20 years)	\$1,650.46
Tram Driver Level 3 (after 1 year)	\$1,630.27

<b>Position</b>	<b>Rate per Week 1 July 2023</b>
Tram Driver/CSE (Trainee) Level 2 (9 to 12 months)	\$1,483.90
Tram Driver/CSE (Trainee) Level 1 (first 9 months)	\$1,369.35

### 2.3 Tram Driver / Customer Service Employee (Trainee)

#### (a) Training

New drivers recruited to this position will undertake both Tram Driver and Customer Service training so that they can perform all of the duties normally undertaken by either classification of work.

The training period will be twelve months. On satisfactory completion of the training period a Tram Driver/CSE (Trainee) will be reclassified to the position of Tram Driver Level 3.

#### (b) Roster

After the successful completion of the employee's 6-mth probation period, completion of required training and a vacancy being available on the roster, the employee will be eligible to move onto the roster. For the avoidance of doubt, the employee remains classified as a Tram Driver/ CSE (Trainee).

Irrespective of existing vacancies, a Tram Driver/CSE (Trainee) is guaranteed to enter the driver roster after 18 months.

### 2.4 Operations Training (eff. first full pay period to commence on or after 1 July 2023)

<b>Position</b>	<b>Rate per Week 1 July 2023</b>
Officer, Operational Training	\$2,046.63
Depot Trainer	\$1,750.63
Relief Depot Trainer*	\$1,654.54

\* Relief Depot Trainer is paid at the Depot Trainer rate on an acting in higher basis for each day relieving a Depot Trainer.

### 2.5 Customer Services and Authorised Officers (eff. first full pay period to commence on or after 1/7/2023)

<b>Position</b>	<b>Grade</b>	<b>Rate per Week 1 July 2023</b>
AO Supervisor		\$2,079.07
CSE Supervisor		\$1,978.09
Senior Authorised Officer		\$1,958.40
Authorised Officer		\$1,806.83
Customer Service Employee	Grade 1 Level 3	\$1,521.84
Customer Service Employee	Grade 1 Level 2	\$1,446.05
Customer Service Employee	Grade 1 Level 1	\$1,369.35

- 2.6 Controller, Operations Centre (eff. first full pay period to commence on or after 1/7/2023)

<b>Position</b>	<b>Grade</b>	<b>Rate per Week 1 July 2023</b>
Senior Controller, Operations Centre	Grade 2 Level 2	\$2,664.04
	Grade 2 Level 1	\$2,488.90
Controller, Operations Centre	Grade 1 Level 2	\$2,456.16
	Grade 1 Level 1	\$2,362.22
Trainee Controller, Operations Centre		\$2,159.14

- (a) Employees appointed to Fleet Control as Controller Operations Centre will be classified at the Controller Operations Centre Trainee level for the duration of their training period.
- (b) On being assessed as competent in Control Room operation the Controller Operations Centre Trainee will be promoted to the position of Controller Operations Centre at Grade 1 Level 1.
- (c) On completion of twelve months service as a Controller Operations Centre and on demonstrating satisfactory performance the employee will progress to Controller Operations Centre Grade 1 Level 2.
- (d) Should the employee be appointed to a vacant Senior Controller Operations Centre position he/she would be classified and paid at the Senior Controller Operations Centre Grade 1 Level 1 for at least the first twelve months, and on satisfactory performance progress to Senior Controller Operations Centre Grade 2 Level 2.

- 2.7 Officer, Customer Relations & Information (eff. first full pay period to commence on or after 1/7/2023)

<b>Position</b>	<b>Grade</b>	<b>Rate per Week 1 July 2023</b>
Officer, Customer Relations and Information	Administration Officer Class 4 Div. 3	\$1,926.07
	Class 4 Div. 2	\$1,880.06
	Class 4 Div. 1	\$1,834.37

### 3. **Saturday Services Allowance**

Employees who perform additional overtime duty on a Saturday will be paid a Saturday Service allowance of 50% of their ordinary hourly rate for the additional time worked beyond 8 hours and 15 minutes. The Saturday Service allowance will be paid for a maximum of three hours additional duty and will stand alone for payment purposes.

### 4. **Meals at Other Locations**

A meal allowance will be paid on each occasion that an employee is requested not to return to the location of sign on and sign off for a meal break.

### 5. **Tram Drivers Licence**

Yarra Trams will reimburse employees classified and paid as Tram Drivers, Depot Trainers and Senior Depot Trainers the cost of a three year renewal of their Victorian Motor Vehicle Driver's License through an annual allowance equivalent to 1/3 the value of a three year licence renewal.

- (a) For licences expiring in 2024 the allowance will be paid in July 2024
- (b) For licences expiring in 2025 the allowance will be paid in July 2025
- (c) For licences expiring in 2026 the allowance will be paid in July 2026
- (d) For licences expiring in 2027 the allowance will be paid in July 2027

### 6. **Plain Clothes Allowance**

Revenue Protection Officers and Senior Depot Trainers required to wear plain clothes in the course of their duty will be entitled to receive a Plain Clothes Allowance in respect of each week in which plain clothes duty is performed.

### 7. **Operational Rules and Procedures**

All employees must comply with the Yarra Trams Operations Rules and Procedures as amended from time to time.

Yarra Trams will consult with employees and their representatives/unions during a review of operational rules and procedures.

### 8. **Tram Driver Rostering**

8.1 The following rostering arrangements apply for full time Tram Drivers:

- (a) **Rostered Shift Length**

Shifts may be rostered to provide for work periods of up to 8 hours 15 minutes per day, and up to 41 hours and 15 minutes of work for the week.

- (b) **Payment after 40 Hours**

Payment of rostered time worked between the total hours of 40 hours and 41 hours and 15 minutes per week will be at double the ordinary time rate for the classification of Tram Driver (Driver Only) (T&BO). All other overtime worked will be paid as per the existing conditions contained in Appendix One of this Agreement or voluntary Overtime Agreement with the exception that, in the case where both rostered and voluntary overtime are worked in a week, voluntary overtime will be calculated from the conclusion of the total rostered

## hours worked for the week

## 8.2 Daily Hours

Daily hours minimum 7 hours Monday to Saturday and 6 hours on Sunday and Public Holidays for full time employees covered by Part Two of the Agreement.

## 8.3 Notice of Roster Changes

28 days' notice for a Master Time Table and regular large events – Christmas/New Year, Easter, Grand Prix, Tennis etc. 10 days' notice for reconstructions and smaller special events, removing the exceptions for race traffic, special traffic etc. from Appendix One clause 22.2 (Rosters – traffic employees).

In emergency circumstances Yarra Trams reserves the right to change the roster at short notice. Examples of emergency circumstances include: major road disruption, unplanned special events, emergency occupation/reconstruction, State funerals etc.

## 8.4 Relief Table Allocation

21 days' notice for relief tables, if unable to allocate work, days off must be allocated. 3 days' notice for heat preparation activation

Any change to times of duty with less than 24 hours' notice is to be by consent with the staff member(s) involved.

## 8.5 Straight Shift for Officers

An Officer can be rostered to work a straight shift of six (6) hours duration, inclusive of meal, and be paid for a full eight (8) hour shift. In this instance an Officer is not entitled to a meal allowance under clause 13 Part Two.

## 8.6.1 Meal Break

- (a) Yarra Trams will roster the length of the meal break on straight shifts for a minimum of 40 minutes and a maximum of 90 minutes Monday to Friday.
- (b) The maximum length of a meal break on Saturday and Sunday will not exceed a maximum of 70 minutes, with not more than 10% of shifts to have meal breaks between 61 and 70 minutes inclusive.
- (c) Meal Breaks will be rostered in accordance with the terms of this Agreement. In cases where a disruption to service occurs on multiple routes disabling normal operation, or where an emergency situation occurs the time available for the rostered meal break may be reduced to a minimum of 30 minutes.
- (d) An emergency situation is defined as:
  - (i) tram derailment
  - (ii) tram to tram collision
  - (iii) infrastructure failure
  - (iv) wayside collision
  - (v) serious pedestrian knockdown



- (vi) serious tram to motor vehicle collision
- (vii) unplanned demonstrations
- (viii) road closure due to crime scene
- (ix) flood and fire
- (e) Additional time worked will be included for the purposes of calculating overtime subject to the traffic suspension provisions of the overtime clause in Appendix One to this Agreement.
- (f) The above provision is not intended to be available for normal everyday disruptions on the network such as late running.

#### 8.6.2 Paid meal break

- (a) Clause 8.6.2 takes effect from 1 January 2026.
- (b) Subject to cl.8.6.2(c) below, the first 40 minutes of a driver meal break (or the total period of the meal break if a shorter meal break is taken in accordance with cl.8.6.1(c) above) will be paid at ordinary time rates of pay (without any shift or other penalties). The paid meal break will not count as time worked for any purposes but will count toward the 40 hour Pay Guarantee.
- (c) Paid meal breaks in accordance with cl.8.6.2(b) above will apply to drivers who are rostered in accordance with clause 8.2, that being a minimum daily hours of 7 from Monday to Saturday, or a minimum of 6 hours on Sunday and Public Holidays.
- (d) For the avoidance of doubt this applies to Broken shifts. .

#### 8.7 Driver Meal break with vehicle

For events at the MCG, Melbourne Park precinct, Etihad Stadium, Flemington Racecourse and Melbourne Showgrounds a driver can be rostered to meal with the vehicle. The driver must be in a position to park the vehicle separately from the service trams. The location where the vehicles are parked must have access to toilets for the drivers. The meal break can only be 40-60 minutes in duration. A driver who does such a duty will get the meal allowance.

#### 8.8 Spare Shift

- (a) Any employee rostered on a Spare Shift may be required to alter their times of duty, other than start time, without notice to meet the day to day operational requirements of the business. Where it is reasonably practicable notice of such change should be given as early as possible, but in some instances it is recognised that notice may not always be able to be given. An alteration to times of duty may include a change in any or a combination of the following:
  - (i) meal break times and/or duration
  - (ii) shift type (broken to straight)
- (b) To provide drivers with predictability of the spare shift finish time all spare broken shifts will be nominally rostered to include the maximum four (4) hour break between shift portions, and spare straight shifts will be nominally rostered to include a 60 minute meal break and the maximum daily hours of eight (8) hours and fifteen (15) minutes.

- (c) Employees working a spare shift will be paid according to the nominally rostered times of duty, and not the altered times that may result from having their hours or meal break changed.
- (d) The Rostering Guidelines should be observed, with respect to the hours of duty, shift portions and meal breaks when making alterations to the spare shift.

#### 8.9 Overtime

- (a) All time worked during a weekly pay period in excess of 40 hours will be paid time and a half for the first three hours and double time thereafter. All time worked at double rates shall stand alone in the computation of overtime.
- (b) Unauthorised time not worked will not be included for the purposes of calculating overtime.
- (c) Payment for overtime shall be calculated upon whatever alternative gives the greater amount and shall be paid only in respect of daily or weekly overtime and not both.

#### 8.10 Late Broken Shift Spread

The spread for "late broken shift" may be rostered to allow for a car-in time of no later than 7:15 pm.

#### 8.11 Spare Table Drivers

Yarra Trams management may utilise drivers allocated to spare tables to work at other Yarra Trams' locations. Drivers are to be provided with route familiarisation.

#### 8.12 Pay Guarantee

For full time Tram Drivers, pay guarantee will be calculated on the basis of 40 hours payment per week for 5 paid shifts. However, unauthorised absence not worked will not be included for the purposes of calculating pay guarantee.

#### 8.13 Any five days

Yarra Trams may roster or require any shift or line to perform any 5 days' work of the seven day week without restriction. This will occur regardless of the weekday work rostered or times of duty rostered provided a 10 hour break is permitted between shifts and morning weekday shifts will not be rostered on Sunday afternoon shift.

#### 8.14 Roster Alteration

The practice by which an employee may alter his/her rostered duty is to be in accordance with the local arrangements at each depot.

#### 8.15 Sign-on & Sign-off

Sign-on and sign-off time involving caring-out or caring-in at the start and/or end of a shift is to be ten minutes. For all other cases, sign-on and sign-off time is five minutes.

#### 8.16 Take Point

Tram Drivers are to make their own way to take points by rostered tram service or as per Manager Lines requirements.

#### 8.17 Travel Time

Operations staff covered by this Part (Part Two) who work at other Depots are to travel in their own time and are not entitled to be paid excess travel time. Separate discussions

will take place between Yarra Trams the affected employees and their representatives where alternative travel arrangements are required for Reconstruction Projects.

#### 8.18 Flexible Rostering

Tram Drivers covered by this agreement, confirm their commitment to flexible Rostering and no other rostering restrictions, nor will restrictive work practices apply.

Employees will be rostered in accordance with the initiatives outlined in this Agreement.

#### 8.19 Heat Preparedness

On days of expected extreme temperature over 36oC, a reduced timetable may operate.

CDO's already assigned will be honored.

Drivers will be paid planned or actual hours rostered, whichever is greater.

90% of tables will finish on or before their original finish time and the remainder of tables cannot finish more than 15 minutes past their original finish time.

Heat Preparation rosters will be worked up at the same time as seasonal rosters, and will be posted at a similar time as the seasonal roster.

#### 8.20 Reconstructions

##### (a) Sunday and Public Holidays

For all rostered work performed under a reconstruction roster on a Sunday or Public Holiday, where the roster results in a reduction of hours worked from the normal roster of twenty (20) minutes or more, an adjustment will be made for individual drivers to "make up" the hours of work to their normal rostered hours.

##### (b) Saturday

Where the reconstruction roster generates an hours worked differential of greater than twenty (20) minutes then an adjustment would be made to individual driver's pay to offset the reduction in rostered hours.

### 9. Customer Service Rostering

#### 9.1 Short Term Shift Alterations

(a) Where an emergency situation occurs, as defined in the Meal Break provision above or where unplanned circumstances occur which require additional Customer Service Staff to be on duty to meet short term operational needs, and where voluntary overtime fails to provide sufficient staff coverage, the work rosters for Customer Service employees may be altered with 24 hours' notice, or less by agreement between the employer and employee.

(b) Alterations to rostered work may include:

(i) change in start and finish times

(ii) changes in meal break times

(c) The above provision is not intended to be available for normal everyday disruptions on the network such as late running, or for planned situations where notice of shift changes can reasonably be given.

## **10. Authorised Officers – shift swap and DOC rotation**

- 10.1 An Authorised Officer (AO) may, by mutual agreement, swap shifts (Early and Late) for a maximum period of 3 months subject to the employer's rostering rules otherwise being met. Either party can cancel a shift swap arrangement during the agreed period by providing the other at least one weeks' notice.
- 10.2 Subject to the employer's rostering rules otherwise being met, an AO may also shift swap in accordance with this clause between depots.
- 10.3 The employer agrees to review the AO DOC rotation within 2 months of the approval of this Agreement by the Fair Work Commission.

## **11. Labour Flexibility**

Flexibility around labour availability and usage in the Customer Services unit (CSE's & AO's):

- (a) Remove DOC limit (one DOC per week) for the following events;
- (i) New Year's Eve
  - (ii) Australian Open Tennis Tournament
  - (iii) St Kilda Festival
  - (iv) White Night
  - (v) F1 Grand Prix
  - (vi) At any time during an occupation that has multiple routes affected and exceeds 3 days where re-rostering options have been exhausted
- (b) Authorised Officers able to take their meal breaks at other than home Depot where they started and will finish, or other locations where adequate meal and respite facilities are available as per the Worksafe Compliance Code, including table and chairs, microwave for warming food, hot and cold water including tea making facilities and including WC facilities and where a mealing allowance will be paid. For example Box Hill bus terminal, North Fitzroy bus depot etc.
- (i) Notification: Staff will be given 48 hours or less by agreement to mealing away at other than their home Depot.
  - (ii) Transporting Meals: Staff that elect to bring a meal will have their meal transported to the notified location.

## **12. Public Holidays during Personal Leave**

- 12.1 If an employee is on sick leave (with or without pay) on the working day either immediately before or immediately after a public holiday (or consecutive public holidays) and would have observed that public holiday, payment is made for that public holiday at the full rate of pay and no deduction is made from sick leave credits.
- 12.2 If an employee would have been required to work on a public holiday (i.e. would have been rostered for duty), the employee is not entitled to payment for that public holiday except as a deduction from sick leave credits or as sick leave without pay.

## **13. Customer Relations and Information Staff – Overtime Allocation**

Customer Relations and Information Officers may be used to assist traffic operations for Special events and occupations as may be required from time to time, subject to the

following pre-conditions:

Officers, Customer Relations and Information will only be used after exhausting available Customer Service staff from the roster and prior to issuing them overtime;

#### **14. Officer, Production Reclassification**

Discussions will continue with the employee representatives of Officers, Production to review and re-design the duties, responsibilities and work processes associated with these roles, including the introduction of new technologies and the competency based training and assessment. On completion of the review and redesign process the positions will be the subject of a classification review, to be completed within 6 months of signing this agreement.

#### **15. Duty Flexibility - Traffic Officers, Customer Service Staff and Authorised Officers**

15.1 Traffic Officers, Customer Service Staff and Authorised Officers while performing point or on-road duty for Special Events or Reconstructions may be required to sign-on and sign-off at point at the rostered times for the Special Event or Reconstruction, and meal at point. In these circumstances, employees will be paid in addition to their normal rostered hours a duty flexibility allowance of \$112 which incorporates travel time. For the avoidance of any doubt, the duty flexibility allowance does not include a meal allowance, and employees will be paid a meal allowance.

15.2 Customer Service Staff and Authorised Officers when performing point or on-road duty for Special Events or Reconstructions will be rostered a straight 8 hour shift and have a paid 30 minute crib meal break during the 8 hour shift. The 30 minute crib meal break is to be taken between 3 hours and 15 minutes and 4 hours 45 of sign on time.

15.3 In the following order: CSEs, PRTs and AOs when performing point or on-road duty for Special Events or Reconstructions, will first be rostered from a pool who have previously nominated for duty flexibility in the first instance who have the closest start time. Once the pool is exhausted rostering will go back to the normal rosters, save that only Authorised Officers who are part of the pool of volunteers can be rostered to sign on at point. All authorised officers who are not part of the pool of volunteers must sign on and off at their home depot. Staff can elect to enter or be removed from the pool with 14 days' notice.

#### **16. Customer Service Employees Sign On**

Customer Service Employees will sign on for duty at any Yarra Trams' location or sites where amenities are provided as required by management for a period not exceeding two days.

#### **17. Satellite Facilities for Authorised Officers**

##### **17.1 Camberwell, Malvern and Brunswick**

- (a) Staff will have access to meal and respite facilities.
- (b) Where requested, lockers and parking will be provided
- (c) Storage and charging facilities for required equipment will be available.

##### **17.2 Tram Hub**

- (a) Staff will have access to meal and respite facilities.
- (b) Storage and charging facilities for required equipment will be available.
- (c) Lockers will be available to Authorised Officers by 31 December 2015

### 17.3 **Response Unit**

- (a) Staff will have access to meal and respite facilities.
- (b) Staff will have access to the building car park.

### 18. **Accident reports**

Tram Drivers to write accident reports as normal part of duty or in their own time.

A new 'online' report tool has been created in Maximo and the new process has been implemented as from the 31st August 2015.

### 19. **On Loan Drivers**

19.1 All tram drivers agree to make themselves available for loan to other depots as may be required from time to time to meet the operational requirements of the network where:

- (a) they are on stand-by/as instructed; or
- (b) where they are rostered on a spare table

19.2 This arrangement does not alter existing arrangements where a Depot may offer a DOC to drivers at another Depot, or where drivers are CBM'ed as loan drivers during Special Events

19.3 The above are however conditional on the borrowing depot having reasonably exhausted availability of their own staff, and the driver on loan having appropriate Tram type and route familiarity.

### 20. **Driver Update**

Tram drivers will participate in up to three (3) driver update briefing sessions per year.

### 21. **Temporary Employee Transfers**

21.1 Employees agree to move freely between work locations to meet excessive workloads and/or shortages of skills i.e. to meet workloads or to provide additional identified skills.

21.2 Employees transferred will be eligible for travelling time payments in accordance with the provisions of this Agreement.

21.3 Employees and their representatives will be consulted prior to the transfer being effected.

21.4 Where there is a choice as to which employees are to be transferred, selection will be based first on volunteers of a suitable skill level and then upon appropriate level of skill and least personal inconvenience to the employee.

21.5 The transfer will be for a period of no longer than 3 months unless otherwise agreed.

21.6 In the event of a dispute over this process the parties are committed to the process contained in the Dispute Settling Procedures as set out in this Agreement.

21.7 This clause does not apply to Tram Drivers, Operational Training Officers, Depot Trainers and Authorised Officers.

### 22. **Tram Operations – Ongoing Discussions**

22.1 The following matters will be subject to ongoing discussions between the parties during the life of the Agreement:

- (a) The procedure for allocating DOCs to be completed six months from the

signing of the Agreement

- (b) Review of the uniform policy to commence within six months of signing the Agreement and annual review thereafter.
- (c) Annual leave rotation for Drivers
- (d) Rostering Guidelines, including Part Time arrangements, to be jointly reviewed to commence from the date of signing of the Agreement.

22.2 Annual briefing on the summer period, including operation of large events. Briefing on large events and large occupations as required (involving more than 2 depots).

### **23. Random Drug Testing**

Unions agree on Yarra Trams Manager of Lines pre-selecting Tables for Depot Starters (Production Officers) to select from for random testing.

### **24. Driver Internal Recruitment (Transfer) Policy**

For Driver vacancies, applications will be opened up periodically to allow current drivers to apply for vacancies at different depots. Current drivers will be allowed to apply for vacancies prior to opening vacancies up to external candidates. Selection of drivers will be made by Yarra Trams in accordance with the Yarra Trams Driver Internal Recruitment Procedure. This procedure may be varied from time to time at the sole discretion of Yarra Trams.

### **25. Meal break transition (non-driver)**

#### **25.1 AOs, Senior AOs, AO Supervisors, CSEs and CSE Supervisors**

- (a) Within 1 month of the commencement of this agreement, Yarra Trams in consultation with the RTBU (Tram and Bus Division) will facilitate a vote regarding the implementation of a paid meal break according to the following options (only):
  - (i) an 8 hour shift including a 20 minute paid meal break;
  - (ii) an 8 hour and 20 minute shift, including a 40 minute meal break with the first 20 minutes paid; and
  - (iii) no change to current arrangements.
- (b) The successful outcome will be the one that receives the most votes across all AOs, Senior AOs, AO Supervisors, CSEs and CSE Supervisors.
- (c) In implementing the outcome of this vote, normal roster change consultation and notice requirements will be applied as required.
- (d) If the vote results in no change to current arrangements, the existing meal and crib break provisions for employees in the respective Appendix will apply. If the vote results in a 20 minute paid meal break, or a 20 minute paid portion of a 40 minute meal break, this arrangement will prevail over the meal and crib break provisions in the respective Appendix.

#### **25.2 All other operational staff (excluding drivers)**

- (a) Within 3 months of the commencement of this agreement, Yarra Trams will consult with the RTBU (Tram and Bus Division) and affected operational staff in relation to the implementation of a paid meal break in lieu of an unpaid meal break.

- (b) The implementation of any changes resulting from consultation conducted in accordance with cl.25(e) above will be subject to endorsement by a vote of employees. Endorsement of changes will be conducted on a workgroup by workgroup basis, and will require a majority of the relevant workgroup to vote to endorse the change.
- (c) For the Officer Production Workgroup, due to the requirement to employ additional employees to implement a paid meal break arrangement, the implementation of any paid meal arrangements for this cohort will be from 1 July 2025.



## Part Three –Administration, Technical & Professional

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## Part Three – Administration, Technical & Professional

### 1. Scope

Part Three, Administration, Technical & Professional applies to all Yarra Trams employees engaged directly by Yarra Trams in positions involving administrative duties in Tram Depots performing tram operational duties.

### 2. Appendices

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

### 3. Classification Structures

**Administration Officers** (Rates effective from the first full pay period to commence on or after 1 July 2023)

Classification	Grade	Weekly Rate 1 July 2023
Class 1	Class 1 Div.1	\$1,377.10
Class 1	Class 1 Div.2	\$1,421.57
Class 1	Class 1 Div.3	\$1,465.64
Class 1	Class 1 Div.4	\$1,509.70
Class 1	Class 1 Div.5	\$1,553.66
Class 1	Class 1 Div.6	\$1,597.83
Class 1	Class 1 Div.7	\$1,641.89
Class 2	Class 2 Div.1	\$1,678.10
Class 3	Class 3 Div.1	\$1,713.80
Class 3	Class 3 Div.2	\$1,757.56
Class 3	Class 3 Div.3	\$1,802.24
Class 4	Class 4 Div.1	\$1,834.37
Class 4	Class 4 Div.2	\$1,880.06
Class 4	Class 4 Div.3	\$1,926.07
Class 5	Class 5 Div.1	\$1,958.40
Class 5	Class 5 Div.2	\$1,979.11
Class 5	Class 5 Div.3	\$1,999.20
Class 6	Class 6 Div.1	\$2,031.84
Class 6	Class 6 Div.2	\$2,079.07
Class 6	Class 6 Div.3	\$2,126.60
Class 7	Class 7 Div.1	\$2,159.24
Class 7	Class 7 Div.2 <sup>1</sup>	\$2,318.26
Class 8	Class 8 Div.1	\$2,362.32
Class 8	Class 8 Div.2	\$2,456.16
Class 9	Class 9 Div.1	\$2,488.90
Class 9	Class 9 Div.2	\$2,664.04
Class 10	Class 10 Div.1	\$2,754.92
Class 10	Class 10 Div.2	\$2,878.54
Class 11	Class 11 Div.1 <sup>2</sup>	\$3,079.28
Class 11	Class 11 Div.2	\$3,310.72
Class 12	Class 12 Div.1	\$3,426.18
Class 12	Class 12 Div.2	\$3,630.89

<sup>1</sup> Overtime maximum - maximum value for calculating overtime

<sup>2</sup> Penalty limitation (Equivalent to Senior Officer Div. 12)

#### **4. Penalty Limitation**

- 4.1 Unless otherwise specified, employees engaged in classifications covered in the above schedules whose weekly rate is greater than that for a Senior Officer Division 12 are salaried employees, where the salary paid is in full compensation for the work reasonably contemplated as may be required to meet the work and attendance requirements necessary to perform the whole job.
- 4.2 Employees whose annual base salary is greater than that specified above will not be provided with any additional payment or benefit, unless otherwise agreed by Yarra Trams, however specified for the following:
- (a) Overtime payments;
  - (b) Weekend and Public Holiday penalties;
  - (c) Alteration of work hours or work days;
  - (d) Shift penalties;
  - (e) Higher duties payments;
  - (f) Extra or special payments; and
  - (g) Other payments or benefits inconsistent with a salaried employees position.

#### **5. Flexibility**

- 5.1 An employer and employee covered by this Part may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- (a) the agreement deals with one or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - (b) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the employer and employee.
- 5.2 The employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Fair Work Act 2009; and
  - (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
  - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 5.3 The employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
  - (b) includes the name of the employer and employee; and
  - (c) is signed by the employer and employee and if the employee is under 18

years of age, signed by a parent or guardian of the employee; and

- (d) includes details of:
  - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
  - (ii) how the arrangement will vary the effect of the terms; and
  - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

5.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

5.5 The employer or employee may terminate the individual flexibility arrangement:

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

## **6. Temporary Employees Transfers**

6.1 Employees agree to move freely between work locations to meet excessive workloads and/or shortages of skills i.e. to meet workloads or to provide additional identified skills.

6.2 Employees transferred will be eligible for travelling time payments in accordance with the provisions of this Agreement.

6.3 Employees and their representatives will be consulted prior to the transfer effected to demonstrate the need for the transfer.

6.4 Where there is a choice as to which employees are to be transferred, selection will be based first on volunteers of a suitable skill level and then upon appropriate level of skill and least personal inconvenience to the employee.

6.5 The transfer will be for a period of no longer than 3 months unless otherwise agreed.

6.6 In the event of a dispute over this process the parties are committed to the process contained in the Dispute Settling Procedures as set out in this Agreement.

## **7. Fixed Term Employment**

7.1 The use of fixed-term employment is limited to employment for a specified task or project, and may be defined according to the task or project to be completed or the anticipated timeframe for the task or project.

7.2 Fixed term employment will be limited to Administrative classifications.

7.3 A fixed-term contract can only be terminated before its nominal expiry by Yarra Trams under the following circumstances:

- (a) During a probationary period
- (b) For cause based on serious or wilful misconduct; or
- (c) Unsatisfactory work performance

- 7.4 Fixed-term contracting is not to be used as an alternative to permanent employment, and not diminish permanent employment opportunities.

Unless otherwise agreed, a fixed-term contract would have a nominal maximum hire period of twelve months. With the exception of parental leave (primary carer) leave relief, which may extend up to two years.

- 7.5 Where a fixed-term contract is being used for leave relief coverage purposes, the relief employee will be paid at the appropriate classification and rate of pay. All other employment terms and conditions contained within this Agreement will apply, with the exception of Part One clause 16. Job Opportunities, Redeployment and Redundancy.

# Appendix One – Tram Operations

## APPLICATION OF APPENDIX

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

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

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## 1. Definitions

In this Appendix:

The term "traffic employees" includes all: Tram Drivers, Traffic Officer / Drivers, Depot Trainers, Officers, Operational Training, Customer Service Employees, Authorised Officers, Officer, Customer Relations and Information

## 2. Stand down

Yarra Trams may deduct payment for any day or portion of any day during which the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which Yarra Trams cannot reasonably be held responsible. The onus of proof of inability to employ usefully and the reasonableness of the cause shall be on Yarra Trams.

## 3. Acting out of grade

- 3.1 An employee shall perform all duties directed by Yarra Trams. When temporarily engaged on duties other than those of their grade and classification, an employee shall be paid the rate for such temporary work or their ordinary rate whichever may be the higher.
- 3.2 Should an employee be appointed to a personal classification in accordance with the above criteria Yarra Trams shall not reduce the employee's personal classification back to the employee's former classification level for the reason that the higher position has been restructured or abolished.
- 3.3 Yarra Trams shall reclassify any employee to a personal classification at the level of the higher position in which an employee has acted in for any period or periods which amount to six months or greater than six months (in any continuous twelve month period) provided that the higher position does not have a permanent incumbent appointed to it and is a vacant position.
- 3.4 Should an employee be appointed to a personal classification in accordance with the above criteria Yarra Trams shall not reduce the employee's personal classification back to the employee's former classification level for the reason that the higher position has been restructured or abolished.

## 4. Excess travelling time

- 4.1 Each employee shall be allotted a depot at which their work shall normally begin and finish each day. Such allotment of depots may be altered by Yarra Trams at any time on giving one week's notice to an employee.
- 4.2 If an employee, other than a driver, is required to sign on or off other than at their usual depot, and such place of signing on or off is at a greater distance from their home than the usual depot, then payment shall be made at the ordinary rate for the excess time incurred in travelling over and above the usual travelling time.

## 5. Attending office

- 5.1 An employee who is engaged on Yarra Trams' business other than ordinary duties (either in connection with medical examinations or an enquiry held by the Yarra Trams) shall be allowed full pay for any time necessarily absent from ordinary duty.
- 5.2 Where the employee attends an enquiry without having started the ordinary day's work and the distance travelled exceeds the distance from place of residence to the depot or usual place of employment, travelling time at ordinary rates for the excess distance shall also be paid.

## **6. Minimum payments**

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

## **7. Broken shifts**

- 7.1 All duty performed by a traffic employee on any day outside a spread of 9-1/2 consecutive hours shall be paid for at the following rates:
- Between a spread of 9-1/2 hours and 10-1/2 hours - time and a half
  - After 10-1/2 hours - double time

## **8. Shift allowances**

- 8.1 A traffic employee, other than an employee employed on broken shifts or a traffic employee continuously working all night shift shall be paid 15 percent more than ordinary rates for all time on duty between the hours of 5.00 p.m. and 9.00 a.m. (other than on Saturdays, Sundays and Public Holidays).
- 8.2 Provided that subject to the provisions and exceptions specified above any shift which commences on or after 12.30 p.m. and before midnight shall be paid 15% more than ordinary rates for the whole of the shift. Calculations shall be made to the nearest quarter of an hour.
- 8.3 A traffic employee continuously working all night shift shall be paid at time and a half rates for the time worked on all-night cars.

## **9. Saturday, Sunday and Public Holiday work**

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



## **10. Overtime**

- 10.1 Yarra Trams may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with this requirement.
- 10.2 All time worked by a traffic employee outside of the hours prescribed by clause 19 of this Appendix shall be paid for at the rate of time and a half for the first 3 hours and double time thereafter in addition to the normal weekly earnings. All time worked at double rates shall stand alone in the computation of overtime.
- 10.3 Payment for overtime shall be calculated upon whatever alternative gives the greater amount and shall be paid only in respect of daily or weekly overtime and not both.
- 10.4 In the case of a traffic employee where traffic is suspended for any period exceeding 30 minutes by accident, fire or failure of electric supply or, except on holidays, by reason of instructions received from Governmental, Municipal or police authorities, time for purposes of overtime calculation shall not run during such suspension, regardless of provisions otherwise provided in this Appendix.
- 10.5
- (a) An employee may elect, with the consent of Yarra Trams, to take time off in lieu of payment for overtime at a time or times agreed with Yarra Trams.
  - (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
  - (c) Yarra Trams shall, if requested by an employee, provided payment, at the rate provided for the payment of overtime in this Appendix, for any overtime worked under paragraph (a) of this subclause where such time had not been taken within four weeks of accrual.

## **11. Cancellation of rostered days off - traffic employees**

- 11.1 A traffic employee shall be rostered off on two clear days in each rostered week, and as far as practicable on alternate Sundays.
- 11.2 A traffic employee required to work on his/her rostered day off shall do so unless prevented by ill-health.
- 11.3 Wherever practicable at least 12 hours' notice of cancellation of a rostered day off shall be given but, in order to meet unexpected emergencies or unforeseen circumstances, Yarra Trams may call upon traffic employees to work without such notice.
- 11.4 Provided however, that where 48 hours' notice is given by Yarra Trams prior to requiring work on a rostered day off, an alternative day off may be given in the same working week. Forty-eight hours' notice shall also be given of this alternative day. The hours worked on a cancelled day off shall then form part of the ordinary week as to hours worked for the purpose of calculating the 40 hour week. An alternative day off may not be scheduled for a Public Holiday.
- 11.5 Where a traffic employee works on a rostered day off and is not given an alternative day as detailed in clause 11.3 above, the time worked shall be paid at the rate of:
- (a) Saturday or Sunday - double time.
  - (b) Public Holiday - double time and a half.
  - (c) Other day - time and a half for the first three hours and double time thereafter.

- 11.6 Where at least 5 days' notice is given of an alteration to rostered duty by which a rostered day off is changed the penalty prescribed in subclause 11.4 shall not apply.
- 11.7 Subject to the approval of and in the manner directed by the Depot Manager traffic employees may exchange shifts and days off.

**12. Meal allowances**

A traffic employee required to take a meal at a foreign depot, without notice, shall be paid an allowance.

**13. Annual leave**

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

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

- 13.4 Payment for any annual leave entitlement due to an employee, shall be made:
- (a) In cases of retirement, resignation or dismissal; or
  - (b) In the case of death, as provided in the employee's will, or, if no will, to the employee's widowed spouse or if there is no spouse to their legal personal representative.
- 13.5
- (a) Notwithstanding anything stated above each employee, before going on leave, shall be paid either four or five weeks' wages - as is appropriate - with the exception of an employee taking leave pursuant to subclause 13.2 of this clause. For the purpose of this clause wages shall be at the rate prescribed for the classification in which the employee was ordinarily employed immediately prior to the commencement of the leave.
  - (b) During a period of annual leave an employee shall receive a loading of 17-1/2 percent calculated on the rate of wage prescribed in paragraph (a) of this subclause. If a Shift Worker who would have worked on shift work and would have received the penalty payments prescribed by the Saturday and Sunday Work and the Shift Allowances prescribed by this Agreement had they not been on leave during the relevant period, is entitled to such penalties calculated on ordinary time in excess of the loading of 17-1/2 percent then the employee, in addition to the rate of wage prescribed by paragraph (a) of this

subclause, shall receive these penalties or 17-1/2 percent, whichever is the greater.

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

### 13.6

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

## 14. Attendance at court as a witness

- 14.1 An employee attending Court as part of his or her duty, whether directed by Yarra Trams or by subpoena, shall be paid in accordance with the relevant provisions of this Appendix, including travelling time and travelling and incidental expenses as appropriate. Costs allowed by the Court are to be claimed by the employee and remitted to Yarra Trams.
- 14.2 Where an employee on annual leave is required to attend Court as part of duty, whether directed by Yarra Trams or by subpoena, the employee shall be granted additional leave equal to the number of day(s) required to attend Court.
- 14.3 An employee subpoenaed to attend Court as a Crown witness, but not as part of duty, shall be paid only the difference in amounts between the time necessarily lost from the normal hours of duty and the Court fees payable for attendance at that time.
- 14.4 Where practicable the employee should also attend work on the day.
- 14.5 For the purposes of this clause, Court shall include the Transport Accident Commission, the Victorian Civil and Administrative Tribunal, the Victorian Human Rights and Equal Opportunity Commission or any other similar body.

## 15. Blood donors

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

## 16. Citizenship ceremony

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

**17. Reserve forces leave**

- 17.1 An employee who is a voluntary member of the Reserve Forces and who is required to attend an annual training camp shall be granted each financial year (1 July - 30 June) leave with pay for up to two weeks for ordinary time lost from duty.
- 17.2 Where the duration of the camp exceeds 14 calendar days, additional leave of up to four days may be granted where the Unit's Commanding Officer certifies that the additional days are required for purposes such as advance and/or rear parties.
- 17.3 In addition to any leave granted under 17.1 or 17.2, an employee shall be granted leave to enable attendance at not more than two schools, classes or courses of instruction conducted by or on behalf of the Reserve Forces in any year. In connection with any such leave an employee may be paid only the amount (if any) by which the pay (exclusive of any overtime, penalty rates, higher duties or other allowance or payment of a temporary character) that would have been received had the employee remained on duty exceeds the pay (including marriage and separation allowances) received by reason of attendance at any such school class or course. Such make up of pay shall not exceed a period of two weeks for each school, class or course.
- 17.4 An employee may elect to be granted any annual leave or long service leave due in lieu of any equivalent period of leave under 17.3.
- 17.5 Where an employee attends an annual training camp over the whole or part of a compulsory work area closure and would normally be booked off on annual leave, their annual leave is not to be debited for the period over the closure they are in camp.
- 17.6 An employee applying for leave under this clause shall do so in writing at least four weeks prior to the required date of commencement of this leave. Upon completion of the period of leave the employee shall furnish satisfactory evidence of attendance.
- 17.7 An employee who, while serving with the Reserve Forces, sustains injury or contracts illness necessitating absence from duty beyond the period of leave granted under this clause may be granted leave on the following terms:
- (a) If compensation is not paid by the appropriate Commonwealth Department in respect of such absence the leave may be granted as sick leave;
  - (b) If compensation is paid and is equal to or exceeds the amount of pay which would have been received had sick leave been granted the leave shall be granted without pay;
  - (c) If compensation is paid and is less than the amount of pay which would have been received had sick leave been granted, the employee may be paid an amount equal to the difference, and sick leave credits reduced appropriate to the amount of difference.
- 17.8 Leave granted pursuant to this clause will be subject to mutual agreement between Yarra Trams and the employee concerned regarding the timing and period of such absence.

**18. Contract of employment****18.1 Weekly employment**

Employment shall be by the week.

**18.2 Probation**

- (a) Unless Yarra Trams in a particular case otherwise directs, the appointment of an employee shall be on probation for a period of six months.

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

### 18.3 Absence from duty

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

## 19. Hours of duty

- 19.1 Thirty-eight hours divided into not more than five shifts shall constitute the weekly hours of duty to be paid at ordinary time. Daily ordinary hours of duty shall not exceed 8 hours 15 minutes on any day excluding Sundays and all days which are paid at double rate.
- 19.2 An employee shall work such shifts as may be allotted to him/her. As far as practicable traffic employees shall work morning and afternoon shifts on alternate weeks, and shall equally share the broken shifts.
- 19.3 Except to meet emergencies, special traffic, or on the day following a holiday, no traffic employee shall be called upon to begin a new shift without having been off duty for 10 consecutive hours.

## 20. Times on duty

- 20.1 All waiting time and stand-by directed by Yarra Trams shall for all purposes be counted as time worked.
- 20.2 Times of duty shall run from signing on to signing off.
- 20.3 A traffic employee shall be allowed reasonable time to perform such duties as are necessary before and after leaving their car.

## 21. Final payment of wages

Where an employee ceases employment, wages shall be paid on the day such employment ceases or not later than the following day subject to the return of all property of Yarra Trams being returned by the employee.

## 22. Rosters - traffic employees

- 22.1 As far as practical, rosters shall be arranged to avoid hours of work beyond 9 per day on straight shifts and spreads of hours beyond 12 per day on broken shifts.
- 22.2 As far as reasonably practicable, for full-time driver rosters, all weeks will be built with duties that have a similar start time and a forward rotation. From the Master Timetable MTT25a (in so far as there is an impact on a specific depot), graduated Master Timetable rosters will be constructed such that in any given week, all weekday start times for an employee are within a 2 hour span (such that the difference between the earliest commencement time in the week Monday to Friday, and the latest

commencement time in the same week for that employee, is no more than 2 hours), and all weekend duty commencement times are within a 3 hour span.

- 22.3 For the avoidance of doubt, work posted 4 weeks out from the week of operation and relief tables assigned 21 days out as part of the Master Timetable Roster, will comply with this criteria. Where reasonably practicable work allocated or changed after these periods will remain within these criteria.
- 22.4 This requirement does not apply to any overtime, public holidays, or shifts varied by agreement with an employee.
- 22.5 Yarra Trams will use its best endeavours to ensure forward rotation of start times only except where this is not reasonably practicable.
- 22.6 The number of Master Timetable roster positions covering broken shifts will be capped at a total of 30.
- 22.7 Substantial alterations of existing rosters, except when intended to meet temporary emergencies, shall be posted in depots at least 10 days before they come into operation. The foregoing provision of this subclause shall not be used for the express purpose of altering days off in a public holiday week or period.

### **23. Meal breaks**

- 23.1 Except in cases of emergency or by the consent of the employee concerned, no employee shall be required to work more than 4-3/4 hours without meal relief. Yarra Trams shall be free to make arrangements with individual employees, with groups of employees or with their representatives, as to the time and place of taking meals. In the absence of any such arrangement, meal relief, as far as practicable, shall be given at the rostered time within five minutes' walk, tram or bus ride of depots or meal relief rooms provided by Yarra Trams.
- 23.2 Where, through unforeseen circumstances, it is necessary for an employee to work during a meal break, they shall be given meal relief at the earliest possible moment and if no relief is afforded within seven hours, shall be paid time and a half for the meal break worked.
- 23.3 No meal relief need be provided to employees on all night shifts and the whole shift shall be paid for as time worked.
- 23.4 Traffic employees shall be allowed a minimum of 40 minutes meal relief.
- 23.5 Meal relief shall be given where practicable in the order in which traffic employees have taken up duty on morning shifts and in the order in which they finish duty on afternoon shifts.
- 23.6 In the case of a traffic employee where the walking, tram or bus ride distance from the place of meal relief to the employee's depot or meal relief rooms provided by Yarra Trams exceeds 366 metres, the employee's meal break shall, if they so desire, be extended 10 minutes or, at the employee's option, they may be paid for the actual time in walking to and from the relieving point.
- 23.7 For traffic employees all time for meal breaks in excess of one hour and up to two hours is to be treated as time worked.

### **24. Extra and special payments**

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

**25. Promotion**

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

**26. Occupational health and safety representatives training leave**

- 26.1 An employee elected as an Occupational Health and Safety Representative may be granted five days leave to undergo introductory training.
- 26.2 The training should be undertaken as soon as practicable after appointment having regard to the availability of course places and work requirements.
- 26.3 The granting of leave applies only to the first period of election.
- 26.4 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 management discretion as to timing.
- 26.5 Payment is not to be made for travelling time in addition to the leave granted.
- 26.6 Leave to attend courses is not to be debited against leave which may be granted under Part One clause 65 - Trade Union Training.
- 26.7 Payment is to be as for a normal rostered shift and to include shift allowances site disability allowances or any all purpose allowance regularly paid but not for rostered overtime that would otherwise have been worked.
- 26.8 Payment is not to be made for incidental allowances such as dirt, heat, fumes allowances, etc., as may be paid intermittently.
- 26.9 Where an employee works shifts, attendance should be scheduled where practical to maintain the shift pattern and not exceed the normal number of shifts.

## Appendix Two – Administrative

### APPLICATION OF APPENDIX

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

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

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## 1. Hours of duty

- (a) Except as provided in paragraph 1.1 hereunder of this subclause the ordinary hours of duty for non-shift employees shall be 38 per week to be worked in five days Monday to Friday and at such times as Yarra Trams may from time to time determine.
  - (b) The ordinary hours of duty for officers having employees under their immediate supervision or providing services to such employees shall be the same as the ordinary hours applying to the majority of these employees.
- 1.1 Except to meet unexpected emergencies no officer shall be rostered to commence duty without having had at least ten hours off duty.
  - 1.2 No rostered shift shall provide for a meal relief of less than three-quarters of an hour provided that by agreement between Yarra Trams and the officer concerned such meal break may be reduced to half an hour.
  - 1.3 No officer shall be rostered to perform duty for a period of more than four and three quarter hours without a meal relief except in cases of emergency or under conditions of special traffic or where crib time is allowed and included in the weekly hours.
  - 1.4 Where, through unforeseen circumstances, it is necessary for an officer to work during a rostered meal period the employee shall be given meal relief at the earliest possible moment and, if no such relief is afforded within seven hours, they shall be paid time and one half for the meal period worked.
  - 1.5 All time for meal periods in excess of one hour and up to two hours shall be treated as time worked.
  - 1.6 As far as practicable no roster shall provide for more than 50 per cent of night shift work.

## 2. Overtime

- 2.1 All time worked with Yarra Trams of the officer-in-charge in excess of 8 hours 15 minutes in any one day, or in excess of the weekly hours prescribed in clause 1 shall be paid for at the rate of time and one half for the first three hours and double time thereafter.  
  
Provided, however, that all overtime worked by continuous shift workers (whose shifts form part of a 24-hour shift cycle) shall be paid for at the rate of double time.
- 2.2 The provisions of subclause 2.1 shall not operate in respect of time worked which is paid for under clauses 7, 10 and 11 at either equivalent or greater rates than provided in this clause.
- 2.3 Where it is necessary to establish an hourly rate for the purpose of calculating overtime payments the divisor shall be 38, whether the officer's ordinary hours of duty under the Appendix (Appendix Two) be 38 or 40 per week.
- 2.4 Notwithstanding anything herein before provided officers whose salaries exceed the amount prescribed for class 9, 2nd year - Administration Officers, shall not be entitled to the provisions of this clause.
- 2.5 Overtime shall be paid for at the rate not greater than that calculated on the salary prescribed for class 7, 2nd year - Administration Officers.
- 2.6
  - (a) An officer may elect, with the consent of Yarra Trams, to take time off in lieu of payment for overtime at a time or times agreed with Yarra Trams.
  - (b) Overtime taken as time off during ordinary time hours shall be taken at the

ordinary time rate, that is an hour for each hour worked.

- (c) Yarra Trams shall, if requested by an officer, provide payment, at the rate provided for the payment of overtime in this Appendix (Appendix Two), for any overtime worked under paragraph (i) of this subclause where such time has not been taken within four weeks of accrual.

### **3. Call back**

3.1 An officer recalled to work overtime after leaving Yarra Trams premises (whether notified before or after leaving the premises) and who returns home on completion of such overtime work shall be paid at the appropriate overtime rate in respect of each such occasion:

- (a) for a minimum period of three hours if the overtime commences on a weekday, Saturday or public holiday; or
- (b) for a minimum period of four hours if the overtime commences on a Sunday; or
- (c) for a minimum period of one hour where the officer is entitled to receive an allowance for availability duty. Availability duty means that the officer will be available outside normal working hours for recall to work at specified periods and is in receipt of an appropriate availability allowance.

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

3.2 In any case where subclause 3.1 hereof applies:

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

3.3 The limitations prescribed by subclauses 2.3 and 2.4 of this Appendix (Appendix Two) shall apply to clause 3 hereof.

### **4. Make-up time**

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

### **5. Compulsory overtime**

5.1 Yarra Trams may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirements.

5.2 An employee shall not in any way whether directly or indirectly be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this clause.

### **6. Broken shifts**

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

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

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

## **7. Days off (shift workers)**

- 7.1 All officers shall be rostered off duty for two clear days in each week.
- 7.2 Any officer required to work on a rostered day off shall do so unless prevented by ill health.
- 7.3 Wherever practicable at least two days' notice of cancellation of a rostered day off shall be given and if possible another day off provided in lieu thereof in the same weekly period. If such notice is not given but a day off in lieu of a cancelled rostered day off is provided in the same weekly period, payment shall be made for any time worked on such cancelled day off if other than a Sunday or public holiday at one quarter rate more than the appropriate rate for that day. Where a day off in lieu of a cancelled rostered day is actually worked or is represented by work, annual leave and/or approved sick leave time worked on such cancelled day off shall stand alone and be paid for at the rate of time and one half for the first three hours and double time thereafter if a week day or at double time if a Saturday or Sunday or at double time and a half if a public holiday.
- 7.4 Notwithstanding anything contained in subclauses 7.1, 7.2 and 7.3 hereof, any officer who reports for duty on their cancelled day off in accordance with instructions and subsequently finds that they are not required shall receive a minimum of seven hours pay plus the appropriate penalty on time worked for that day.

## **8. Attendance at head office**

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

## **9. Relieving in a higher position**

- 9.1 Where an officer is assigned the duties of a position higher than that in which they are classified, and Yarra Trams has consented to such duties being so assigned for a period of at least five consecutive working days such officer shall be paid an allowance to increase their remuneration to the minimum rate of salary of the higher position, from the date of assignment.
- 9.2 An officer who has performed the duties of a higher position in accordance with subclause 9.1 and who is required again to perform the duties of the same higher position within the twelve months following completion of the first continuous period of five working days or more, shall be paid the higher duties allowance for any occasion on which they carry out the duties of the higher position for at least one working day.
- 9.3 While an officer continues to occupy a higher position, they shall be entitled to such increases in the allowance payable as are equivalent to the annual increments appropriate to such position.
- 9.4 Where the salary range of the position held by the acting officer and the position temporarily occupied overlap, such officer shall be paid an allowance to increase their remuneration to such amount as determined by Yarra Trams as they would have received had they been permanently promoted to the higher position.
- 9.5 Officers employed on shift work or who work 40 ordinary hours per week shall be entitled to higher duties allowance in accordance with the foregoing provisions if required to act in a position of higher classification, class or grade for a minimum period of one day or shift.

- 9.6 An officer who is required to carry out part only of the duties of a higher position or who is unable to carry out all such duties because of lack of qualifications, shall be paid such proportion of the higher duties allowance otherwise payable under this
- 9.7 clause as is determined by Yarra Trams. Provided that Yarra Trams shall notify the Association on request of any details relating to payments made under this subclause.
- 9.8 The provisions of this clause shall not apply to officers regularly engaged on relief duties.
- 9.9 Yarra Trams shall reclassify any officer to a personal classification at the level of the higher position in which an officer has acted in for any period or periods which amount to six months or greater than six months (in any continuous twelve month period) provided that the higher position does not have a permanent incumbent appointed to it and is a vacant position.
- 9.10 Should an officer be appointed to a personal classification in accordance with the above criteria Yarra Trams shall not reduce the officer's personal classification back to the officers former classification level for the reason that the higher position has been restructured or abolished.

## **10. Saturday work**

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

## **11. Sunday work**

- 11.1 Except as provided in subclause 11.1 hereof an additional full rate shall be paid for all Sunday work performed except that completing a shift which commences before 8.00p.m. on the preceding Saturday.
- 11.2 Should an officer whose ordinary hours of duty are from Monday to Friday or Monday to Saturday be required to work on Sunday in addition, such Sunday time shall stand alone and shall be paid for at the rate of double time on the basis of the actual hours worked thereon.
- 11.3 Provided that where an officer is required to work on a Sunday in accordance with subclause 11.1 hereof, they shall be paid for a minimum of four hours work at the rate of double time. This is not to apply however, to any officer entitled to receive an allowance for availability in which case they will be paid for a minimum of one hour's work in accordance with clause 3 of this Appendix (Appendix Two).

## **12. Shift allowances and penalties**

- 12.1 In this clause the expression:

"all night shift" means any shift which commences at or after 11.00 p.m.

- 12.2 In addition to the ordinary rate, a shift worker shall be paid the following shift allowances:
- (a) for all approved time on duty after 5.00 p.m. and before 7.00 a.m., fifteen per cent of the ordinary rate;
  - (b) for any shift which commences at or after 12.30 p.m. and before 11.00 p.m., fifteen per cent of the ordinary rate;
  - (c) for any "all night shift", 25 per cent of the ordinary rate.
  - (d) Calculations shall be made to the nearest quarter of an hour. Provided that broken shifts provided for in clause 6 are excluded from the provisions of this clause and provided further that this subclause shall not operate in respect of work which is paid for at a penalty rate under any other clause of this Appendix

(Appendix Two).

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

### **13. Excess travelling time**

13.1 An officer, excluding those officers engaged on relief duties and day-off relief officers who, on any day or from day to day is temporarily required to work at a location away from their usual workplace shall, at the direction of Yarra Trams, present for work at that location at the usual starting time. For all time spent in reaching and returning from such location outside normal working hours they shall be paid:

- (a) on a normal day at the rate of time and one half of the normal rate of pay;
- (b) on a cancelled day-off at the rate of double time.

13.2 An officer unattached to a depot engaged on relief duties, and day-off relief officers when working away from their home depot, in Traffic Operations, shall be paid a daily allowance equivalent to 0.5% of the weekly rate of an Administrative Officer, Class 1/1 in lieu of excess travelling time. This allowance shall apply only when actually performing relief duties.

13.3 When an officer is either transported or drives a Yarra Trams vehicle, travelling time shall be calculated on the actual time taken.

### **14. Annual leave**

14.1 Notwithstanding anything hereinbefore provided, storemen shall be granted only such annual leave and public holidays as are granted to the daily paid employees working the department or section served by the store in which the storemen are employed.

14.2 Any officer leaving the service of Yarra Trams, shall be paid for all accrued leave due plus leave calculated proportionately to the period of service completed in a current uncompleted holiday year.

14.3

- (a) An employee shall be entitled in respect of annual leave which falls due, in addition to any other sum payable for such leave except payments referred to in subparagraph (ii) hereunder to payment of the greater of the following (i) or (ii):

- (i) A sum equal to 17-1/2 percent of the ordinary salary of the employee as at the date when leave is taken to a maximum payment of the equivalent of the Statistician's average weekly earnings Public and Private sectors, full time adult ordinary time earnings for the November of the year preceding the year in which the leave fell due, i.e. for leave falling due anytime during 2015, the November 2014 figure will apply

- November 2014 figure - \$1,477.00

- (ii) Any additional payments to which they are entitled for shift, Saturday or Sunday duty not in excess of prescribed weekly hours which they

would have performed had they not been on approved recreation leave, overtime is specifically excluded.

- (b) An employee whose services terminate for any reason and who is entitled to payment in lieu of accumulated annual leave or in lieu of annual leave on a pro rata basis shall be paid in accordance with subparagraph 14.3(a)(i) hereof:
  - (i) in respect of annual leave credit for which the amount prescribed by subparagraph 14.3(a)(i) has not been paid; and
  - (ii) in respect of annual leave calculated on a pro rata basis for the number of completed calendar months of continuous service between the date of the last due date and the date on which service terminates.

## **15. Uniforms**

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

## **16. Exchange of duty**

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

## **17. Meal allowance**

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

## **18. Limitations of penalty payments**

- 18.1 Notwithstanding anything herein before provided officers whose salaries are fixed at more than the amount prescribed for administration officers class 7/2 - - shall not be entitled to the penalty payment provisions of clauses 1 (Hours of Duty), 6 (Broken Shifts), 7 (Days Off - Shift Workers), 10 (Saturday Work), 11 (Sunday Work) and 12 (Shift Allowances and Penalties) of this Appendix (Appendix Two).
- 18.2 Where work performed is subject to more than one penalty rate under the provisions of this Appendix (Appendix Two), the higher or highest rate only shall apply.

## **19. Promotion**

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

**20. Suspension or dismissal**

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

**21. Classification of officers**

- 21.1 The classification of all officers shall be at the discretion of Yarra Trams.
- 21.2 Yarra Trams classification of officers as varied from time to time by Yarra Trams shall be applied in conformity with this Appendix (Appendix Two).
- 21.3 Any classification adopted by Yarra Trams is to be applicable to the particular officer occupying the position at the time of such classification and nothing herein contained shall prevent or limit the right of Yarra Trams to reclassify the position concerned in the event of its being vacated by such officer.
- 21.4 An officer who, by reason of their class and length of service is entitled to an increment or increments to the date of this Appendix (Appendix Two), shall receive such increment or increments immediately upon completion of each further year of service in the class allotted until the maximum rate for their class is attained.
- 21.5 Future promotion of such officer to a higher class shall be accompanied by an advance in salary to that provided for such higher class next in excess of the employees then existing rate and thereafter upon completion of each subsequent year of service in the class shall be further advanced by the annual increments provided, if any, until the maximum salary for the class is attained.
- 21.6 Notwithstanding anything hereinbefore contained any increment to which an officer is otherwise entitled may be withheld if in the opinion of Yarra Trams the employees work or conduct is unsatisfactory and notice of Yarra Trams intention is conveyed in writing to the employee.
- 21.7 No salary shall be reduced by reason only of this Appendix (Appendix Two).

## Appendix Three – Annualised Salary Agreement (ASA)

### APPLICATION OF APPENDIX

Subject to the approval of Yarra Trams, an employee covered under Part Three of this Agreement may be offered employment on, or have their terms and conditions of employment covered under the terms of an Annualised Salary Agreement (ASA).

Where an employee chooses this option the net effect is as follows:

- The term of the ASA is for a minimum period of operation of three years, or a longer period as agreed between the parties.
- An ASA does not amount to a contracting out of the Yarra Trams Enterprise Agreement 2023 - Operations.
- Agreement 2023 - Operations.

The Yarra Trams Enterprise Agreement 2023- Operations shall, for the purposes of the Fair Work Act 2009 and relevant regulations, continue to bind Yarra Trams in relation to the wages and conditions of the employment of employees who elect to enter into an ASA and those employees shall continue to be employed under this Agreement for the purpose of the Act and Regulations.

Where there is an inconsistency between this Agreement and the ASA then the ASA will apply to the extent of any inconsistency. By way of example, wage increases in this Agreement will not apply as these are dealt with under clauses of Remuneration and Salary Review in the ASA.

### ANNUALISED SALARY AGREEMENT

This Annualised Salary Agreement (ASA) is made on the (*insert day*) day of (*insert month*), (*insert year*) between (*insert name of employer*) (Employer) and (*insert name of employee*) (Employee) pursuant to the Yarra Trams Enterprise Agreement 2023 - Operations, and replaces any previous contract of employment. It includes all terms and conditions of employment and prevails over the Yarra Trams Enterprise Bargaining Agreement 2012. Where this Annualised Salary Agreement does not contain a provision, other than those provisions already contemplated in the annual salary package, that is included in the Yarra Trams Enterprise Agreement 2023 - Operations, the provisions of the Yarra Trams Enterprise Agreement 2023 - Operations shall apply.

#### 1. Term of Agreement

This Agreement operates from the date of signing by Yarra Trams and the Employee, or another date as agreed between the parties.

The Agreement operates for a minimum period of three (3) years, or for a longer period as otherwise agreed between Yarra Trams and the employee.

On its expiry, unless rescinded under clause 17, the Agreement will continue.



**2. Position Responsibilities**

The Employee is hereby appointed to the position of *(insert position title)* reporting to the *(insert managers title or position)*. The duties and responsibilities of the position are set out in the attached Position Description.

**3. Continuity of Service**

This Annualised Salary Agreement will take effect from *(insert effective date)*. Employment benefits including Annual Leave, Sick Leave, Long Service Leave, and Superannuation accrued with Yarra Trams under previous Employment Agreements or contracts will be retained and credited to the same benefits under this Agreement.

**4. Location**

The initial location of the employment is *(insert work location)*. It is a condition of employment that the location of the employment may be changed, subject to reasonable notice, which shall not be less than two weeks.

**5. Remuneration**

The salary will be *(insert annual salary value)* per annum (plus superannuation) paid monthly on or about the 15th day of each month by Electronic Funds Transfer directly into a nominated account. There is no entitlement to any wage increases that apply under this Agreement. The salary package includes compensation for this.

**6. Annual Review**

It is agreed that an annual Performance Review will take place to evaluate the Employee's achievement of Key Performance Indicators and performance objectives.

**7. Superannuation**

Yarra Trams will contribute to the *(insert name of Superannuation scheme)* such percentage as required by the *(insert name of Superannuation legislation)*. Additional contributions may be made by the employee to the *(insert name of Superannuation scheme)* by arrangement with the Paymaster. The Paymaster must be advised so that suitable information can be made available and the necessary arrangements put in place.

**8. Hours of Work**

The core business hours are from Monday to Friday comprising 8:30am to 5:00pm. Additional reasonable hours, including overtime hours may be required from time to time and are compensated for in the total salary package

**9. Programmed Leisure Days**

There is no entitlement to Programmed Leisure Days. The salary package includes compensation for this.

**10. Leave**

Paid Annual Leave totalling four (4) weeks per annum will be granted at a mutually convenient time. Leave may be taken in two or more periods. Annual Leave Loading will not be separately paid as the salary package includes compensation for this.

Yarra Trams reduces operations during the Christmas period for two (2) weeks, inclusive of public holidays, and unless the Employee is required by his/her Manager to work during this period, the Employee will also be required to take one of the periods of annual leave at this time. The accumulation of large amounts of annual leave is not permitted, and unless otherwise agreed leave must be taken within twelve months of it becoming due. This is a mutual obligation on both Yarra Trams (to grant the leave) and the Employee (to take the leave).

Paid Sick Leave (Personal Leave) of ten (10) working days maximum per annum due to personal illness will be granted, the unused portion of which shall be cumulative. Untaken sick leave is not paid on termination. All other conditions for the utilisation of sick leave shall be as per this Agreement.

#### **11. Employee Travel**

The Employee will be personally issued with an authority for travel on public transport in the State of Victoria. Conditions pertaining to employee travel are detailed in the Yarra Trams' Personnel Policies and Practices Manual. Entitlement to other travel passes will apply as prescribed by the Enterprise Bargaining Agreement.

#### **12. House Rules and Safety Standards**

A copy of Yarra Trams Quality, Environment and Safety Induction Handbook accompanies is attached and forms a part of the Contract of Employment. The Employee is expected to read and become familiar with its contents.

Yarra Trams has established safety policies and standards that are designed to provide all employees and visitors to our workplaces with a safe and healthy working environment, consistent with Yarra Tram's obligations at law. Compliance with all site rules and safety standards and any revisions or additions that may be made from time to time are a condition of employment.

#### **13. Dress Code / Personal Protective Equipment**

The wearing appropriate and adequate clothing and footwear to suit the nature of the work performed and the location where that work is performed is a condition of employment.

Yarra Trams will provide all necessary personal protective equipment to enable work to be performed in a manner that protects health and safety. It is a requirement of employment to wear such equipment when it is appropriate to do so and to apply due diligence to its care and maintenance.

#### **14. Training**

It is a condition of employment that the Employee undertakes skills enhancement and training programs consistent with the needs of Yarra Trams.

#### **15. Information Technology, Conflict of Interest and Intellectual Property**

Yarra Trams has Information Technology, Conflict of Interest and Intellectual Property policies, the acceptance and observance of which are conditions of employment. The Employee must sign the attached Information Security and Conflict of Interest Agreement.

The Employee shall hold in confidence and not to disclose to any party information of a confidential nature, which is not generally available to the public. This undertaking relates to any commercial, financial, marketing or technical information including

designs, processes and procedures associated to which the Employees becomes aware of in the course of employment with Yarra Trams.

Copyright of all drawings, reports, specifications, calculations and other documents prepared or contributed to by the employee during employment with Yarra Trams shall be vested exclusively in Yarra Trams.

Any right to intellectual property (being any letters patent, registered design, trademark or name, copyright or other protected right) in any confidential information, sketches, plans, drawings, specifications, designs, inventions, techniques, calculations, estimates, reports, computer programs and in all other documents produced or developed during employment with Yarra Trams or provided by Yarra Trams for the purpose of carrying out the duties of the employment agreement shall remain vested exclusively in Yarra Trams.

The obligation of confidentiality under this Contract shall survive beyond the expiry of this Contract.

**16. Change of Address**

Any change of address shall be notified the Manager and the Paymaster as soon as it is practicable to do so.

**17. Right to Rescind the Annualised Salary Agreement**

This Agreement can be terminated:

- (a) by either the employee, or the employer, giving written notice of not more than 28 days; or
- (b) by the employee and the employer at any time if they agree, in writing, to the termination.

At the end the ASA term, should the Employee no longer wish this Annualised Salary Agreement to determine the terms and conditions of employment, an application may be lodged with the Director Human Resources, giving 28 days' notice of the employees intention to rescind this Agreement.

Where an election to rescind is not actioned by the employee, the Agreement will continue to operate.

If the Annualised Salary Agreement is rescinded, this Agreement, pursuant to which this Annualised Salary Agreement was made will determine the terms and conditions of employment.

Before this Annualised Salary Agreement is rescinded, the classification of the position to which the Employee is returned to must be agreed, unless already stated in the Fair Compensation clause contained in Schedule A.

In the event of a dispute, the matter will be dealt with in accordance with the dispute settlement procedure of this Agreement pursuant to which this Annualised Salary Agreement was made.

**18. Termination of Employment**

Either party may terminate this contract of employment by giving one month notice in writing. In the case of termination of this contract by Yarra Trams, Yarra Trams may at its option pay the Employee an amount equal to one month's salary. This does not

prevent or limit in any way Yarra Trams' right to summarily dismiss for misconduct, failure to obey lawful orders or directions or neglect of duty. Breaches of confidentiality or information security are a basis for immediate termination.

**19. Duties in Employment**

Yarra Trams expects that the Employee will devote such time and attention to the faithful and diligent performance of the duties as are within the Employee's competence and training as Yarra Trams may require from time to time. The Employee is expected to promote the interests of Yarra Trams and protect its property. Yarra Trams' policies other than those specifically here referenced as they apply to the employment are detailed in the Yarra Trams' Personnel Policies and Practices Manual and the Employee is expected to become familiar with such policies and to comply with them in so far as they are applicable to the Employment. Yarra Trams reserves the right to review and revise these policies from time to time.

**20. Covenant**

The Employee will not during the period of two years after the termination or expiration of the employment (however occurring) induce or attempt to induce (either directly or through another person) any employee of Yarra Trams to cease employment with Yarra Trams.

**21. Anti-Discrimination and Equal Employment Opportunity**

Yarra Trams is aware of, and complies with, all applicable Anti-Discrimination and Equal Employment Opportunity/Affirmative Action legislation.

**22. Designated Award**

Schedule A contains reference to the respective Part and Appendix of this Agreement, and the notional classification and level used for the purpose of determining fair compensation for the exclusion or modification of Agreement terms and conditions under the provisions of the Fair Work Act, 2009.

**23. Acceptance**

The parties to this Annualised Salary Agreement hereby accept its terms and conditions.

Dated: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Signed: \_\_\_\_\_ Employee

Witness: \_\_\_\_\_ Signed: \_\_  
For and on behalf of Yarra Trams

Witness: \_\_\_\_\_

**SCHEDULE A**

<b>Annual Base Salary</b>	<b>\$</b>
<b>Superannuation</b>	<b>\$</b>
<b>Total Remuneration</b>	<b>\$ Performance Bonus</b>

In recognition of the important contribution that you can make to the success of Yarra Trams it is agreed that a performance bonus of (*insert bonus %*) will be available to be paid on the Employee's annual base salary of (*insert annual salary amount*) per annum. It is agreed that within three (3) months of the commencement of this Agreement, the Employee will sit with his/her Manager and agree to the basis of the Bonus Structure and Key Performance Indicators, which will be consistent with the position description attached.

**Fair Compensation**

The following are to be used for the purposes of calculating fair compensation under the provisions of the Fair Work Act 2009:

Position Classification - (*insert nominal classification*)

Yarra Trams Enterprise Agreement 2023 - Operations Part - *Three*)

Yarra Trams Enterprise Agreement 2023 - Operations Appendix - (*insert Appendix One to Three*)

## Signatures

For and on behalf of **KDR Victoria Pty Ltd trading as Yarra Trams:**

Signature of Authorised Person:



Name (please print):

Carla Purcell

Position:

Chief Executive Officer

Date:

11 June 2024

Capacity:

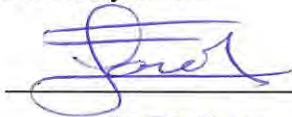
Employer

Address:

Level 3/555 Bourke Street, Melbourne VIC 3000

For the **Australian Rail, Tram and Bus Industry Union:**

Signature of Authorised Person:



Name (please print):

TARIK KOC

Position:

DIVISIONAL SECRETARY

Date:

11 JUNE 2024

Capacity:

Employee Bargaining Representative

Address:

Level 1/222 Kings Ways South Melbourne VIC

## Schedule A– Wage Schedule\*

<b>PART TWO</b>	<b>Jul-23</b>	<b>Jan-24</b>	<b>Jul-24</b>	<b>Jan-25</b>	<b>Jul-25</b>	<b>Jan-26</b>	<b>Jul-26</b>	<b>Jan-27</b>
Officer, Operations Grade 1, Level 1	\$2,004.81	\$2,054.93	\$2,096.03	\$2,158.91	\$2,191.29	\$2,224.16	\$2,263.08	\$2,302.68
Officer, Operations Grade 1, Level 2	\$2,026.33	\$2,076.99	\$2,118.53	\$2,182.09	\$2,214.82	\$2,248.04	\$2,287.38	\$2,327.41
Officer, Operations Grade 1, Level 3	\$2,046.63	\$2,097.80	\$2,139.76	\$2,203.95	\$2,237.01	\$2,270.57	\$2,310.30	\$2,350.73
Officer, Operations Grade 2, Level 1	\$2,079.07	\$2,131.05	\$2,173.67	\$2,238.88	\$2,272.46	\$2,306.55	\$2,346.91	\$2,387.98
Officer, Operations Grade 2, Level 2	\$2,126.60	\$2,179.77	\$2,223.37	\$2,290.07	\$2,324.42	\$2,359.29	\$2,400.58	\$2,442.59
Officer, Production Grade 1 Level 1	\$1,877.72	\$1,924.66	\$1,963.15	\$2,022.04	\$2,052.37	\$2,083.16	\$2,119.62	\$2,156.71
Officer, Production Grade 1 Level 2	\$1,924.43	\$1,972.54	\$2,011.99	\$2,072.35	\$2,103.44	\$2,134.99	\$2,172.35	\$2,210.37
Officer, Production Grade 1 Level 3	\$1,971.35	\$2,020.63	\$2,061.04	\$2,122.87	\$2,154.71	\$2,187.03	\$2,225.30	\$2,264.24
Officer, Production Trainer	\$2,199.12	\$2,254.10	\$2,299.18	\$2,368.16	\$2,403.68	\$2,439.74	\$2,482.44	\$2,525.88
Traffic Officer/Driver	\$1,750.63	\$1,794.40	\$1,830.29	\$1,885.20	\$1,913.48	\$1,942.18	\$1,976.17	\$2,010.75
Tram Driver/CSE (Trainee) Level 1 (first 9 months)	\$1,369.35	\$1,403.58	\$1,431.65	\$1,474.60	\$1,496.72	\$1,519.17	\$1,545.76	\$1,572.81
Tram Driver/CSE (Trainee) Level 2 (9 to 12 months)	\$1,483.90	\$1,521.00	\$1,551.42	\$1,597.96	\$1,621.93	\$1,646.26	\$1,675.07	\$1,704.38
Tram Driver Level 3 (after 1 year)	\$1,630.27	\$1,671.03	\$1,704.45	\$1,755.58	\$1,781.91	\$1,808.64	\$1,840.29	\$1,872.50
Tram Driver Level 4 (after 20 years)	\$1,650.46	\$1,691.72	\$1,725.55	\$1,777.32	\$1,803.98	\$1,831.04	\$1,863.08	\$1,895.68
Officer, Operational Training	\$2,046.63	\$2,097.80	\$2,139.76	\$2,203.95	\$2,237.01	\$2,270.57	\$2,310.30	\$2,350.73
Depot Trainer	\$1,750.63	\$1,794.40	\$1,830.29	\$1,885.20	\$1,913.48	\$1,942.18	\$1,976.17	\$2,010.75
Relief Depot Trainer	\$1,654.54	\$1,695.90	\$1,729.82	\$1,781.71	\$1,808.44	\$1,835.57	\$1,867.69	\$1,900.37
AO Supervisor	\$2,079.07	\$2,131.05	\$2,173.67	\$2,238.88	\$2,272.46	\$2,306.55	\$2,346.91	\$2,387.98
CSE Supervisor	\$1,978.09	\$2,027.54	\$2,068.09	\$2,130.13	\$2,162.08	\$2,194.51	\$2,232.91	\$2,271.99
Senior Authorised Officer	\$1,958.40	\$2,007.36	\$2,047.51	\$2,108.94	\$2,140.57	\$2,172.68	\$2,210.70	\$2,249.39
Authorised Officer	\$1,806.83	\$1,852.00	\$1,889.04	\$1,945.71	\$1,974.90	\$2,004.52	\$2,039.60	\$2,075.29
Customer Service Employee Grade 1 Level 1	\$1,369.35	\$1,403.58	\$1,431.65	\$1,474.60	\$1,496.72	\$1,519.17	\$1,545.76	\$1,572.81
Customer Service Employee Grade 1 Level 2	\$1,446.05	\$1,482.20	\$1,511.84	\$1,557.20	\$1,580.56	\$1,604.27	\$1,632.34	\$1,660.91
Customer Service Employee Grade 1 Level 3	\$1,521.84	\$1,559.89	\$1,591.09	\$1,638.82	\$1,663.40	\$1,688.35	\$1,717.90	\$1,747.96
Senior CCO Grade 2 Level 1	\$2,488.90	\$2,551.12	\$2,602.14	\$2,680.20	\$2,720.40	\$2,761.21	\$2,809.53	\$2,858.70

Senior CCO Grade 2 Level 2	\$2,664.04	\$2,730.64	\$2,785.25	\$2,868.81	\$2,911.84	\$2,955.52	\$3,007.24	\$3,059.87
Controller, Operations Centre Grade 1 Level 1	\$2,362.22	\$2,421.28	\$2,469.71	\$2,543.80	\$2,581.96	\$2,620.69	\$2,666.55	\$2,713.21
Controller, Operations Centre Grade 1 Level 2	\$2,456.16	\$2,517.56	\$2,567.91	\$2,644.95	\$2,684.62	\$2,724.89	\$2,772.58	\$2,821.10
Trainee Operator	\$2,159.14	\$2,213.12	\$2,257.38	\$2,325.10	\$2,359.98	\$2,395.38	\$2,437.30	\$2,479.95
Officer, Customer Relations & Information Level 3(AO4/3)	\$1,926.07	\$1,974.22	\$2,013.70	\$2,074.11	\$2,105.22	\$2,136.80	\$2,174.19	\$2,212.24
Officer, Customer Relations & Information Level 2 (AO4/2)	\$1,880.06	\$1,927.06	\$1,965.60	\$2,024.57	\$2,054.94	\$2,085.76	\$2,122.26	\$2,159.40
Officer, Customer Relations & Information Level 1 (AO4/1)	\$1,834.37	\$1,880.23	\$1,917.83	\$1,975.36	\$2,004.99	\$2,035.06	\$2,070.67	\$2,106.91

<b>PART THREE</b>	<b>Jul-23</b>	<b>Jan-24</b>	<b>Jul-24</b>	<b>Jan-25</b>	<b>Jul-25</b>	<b>Jan-26</b>	<b>Jul-26</b>	<b>Jan-27</b>
Administrative Officer Class 1 Div.1	\$1,377.10	\$1,411.53	\$1,439.76	\$1,482.95	\$1,505.19	\$1,527.77	\$1,554.51	\$1,581.71
Administrative Officer Class 1 Div.2	\$1,421.57	\$1,457.11	\$1,486.25	\$1,530.84	\$1,553.80	\$1,577.11	\$1,604.71	\$1,632.79
Administrative Officer Class 1 Div.3	\$1,465.64	\$1,502.28	\$1,532.33	\$1,578.30	\$1,601.97	\$1,626.00	\$1,654.46	\$1,683.41
Administrative Officer Class 1 Div.4	\$1,509.70	\$1,547.44	\$1,578.39	\$1,625.74	\$1,650.13	\$1,674.88	\$1,704.19	\$1,734.01
Administrative Officer Class 1 Div.5	\$1,553.66	\$1,592.50	\$1,624.35	\$1,673.08	\$1,698.18	\$1,723.65	\$1,753.81	\$1,784.50
Administrative Officer Class 1 Div.6	\$1,597.83	\$1,637.78	\$1,670.54	\$1,720.66	\$1,746.47	\$1,772.67	\$1,803.69	\$1,835.25
Administrative Officer Class 1 Div.7	\$1,641.89	\$1,682.94	\$1,716.60	\$1,768.10	\$1,794.62	\$1,821.54	\$1,853.42	\$1,885.85
Administrative Officer Class 2 Div.1	\$1,678.10	\$1,720.05	\$1,754.45	\$1,807.08	\$1,834.19	\$1,861.70	\$1,894.28	\$1,927.43
Administrative Officer Class 3 Div.1	\$1,713.80	\$1,756.65	\$1,791.78	\$1,845.53	\$1,873.21	\$1,901.31	\$1,934.58	\$1,968.44
Administrative Officer Class 3 Div.2	\$1,757.56	\$1,801.50	\$1,837.53	\$1,892.66	\$1,921.05	\$1,949.87	\$1,983.99	\$2,018.71
Administrative Officer Class 3 Div.3	\$1,802.24	\$1,847.30	\$1,884.25	\$1,940.78	\$1,969.89	\$1,999.44	\$2,034.43	\$2,070.03
Administrative Officer Class 4 Div.1	\$1,834.37	\$1,880.23	\$1,917.83	\$1,975.36	\$2,004.99	\$2,035.06	\$2,070.67	\$2,106.91
Administrative Officer Class 4 Div.2	\$1,880.06	\$1,927.06	\$1,965.60	\$2,024.57	\$2,054.94	\$2,085.76	\$2,122.26	\$2,159.40
Administrative Officer Class 4 Div.3	\$1,926.07	\$1,974.22	\$2,013.70	\$2,074.11	\$2,105.22	\$2,136.80	\$2,174.19	\$2,212.24
Administrative Officer Class 5 Div.1	\$1,958.40	\$2,007.36	\$2,047.51	\$2,108.94	\$2,140.57	\$2,172.68	\$2,210.70	\$2,249.39
Administrative Officer Class 5 Div.2	\$1,979.11	\$2,028.59	\$2,069.16	\$2,131.23	\$2,163.20	\$2,195.65	\$2,234.07	\$2,273.17
Administrative Officer Class 5 Div.3	\$1,999.20	\$2,049.18	\$2,090.16	\$2,152.86	\$2,185.15	\$2,217.93	\$2,256.74	\$2,296.23



Administrative Officer Class 6 Div.1	\$2,031.84	\$2,082.64	\$2,124.29	\$2,188.02	\$2,220.84	\$2,254.15	\$2,293.60	\$2,333.74
Administrative Officer Class 6 Div.2	\$2,079.07	\$2,131.05	\$2,173.67	\$2,238.88	\$2,272.46	\$2,306.55	\$2,346.91	\$2,387.98
Administrative Officer Class 6 Div.3	\$2,126.60	\$2,179.77	\$2,223.37	\$2,290.07	\$2,324.42	\$2,359.29	\$2,400.58	\$2,442.59
Administrative Officer Class 7 Div.1	\$2,159.24	\$2,213.22	\$2,257.48	\$2,325.20	\$2,360.08	\$2,395.48	\$2,437.40	\$2,480.05
Administrative Officer Class 7 Div.2	\$2,318.26	\$2,376.22	\$2,423.74	\$2,496.45	\$2,533.90	\$2,571.91	\$2,616.92	\$2,662.72
Administrative Officer Class 8 Div.1	\$2,362.32	\$2,421.38	\$2,469.81	\$2,543.90	\$2,582.06	\$2,620.79	\$2,666.65	\$2,713.32
Administrative Officer Class 8 Div.2	\$2,456.16	\$2,517.56	\$2,567.91	\$2,644.95	\$2,684.62	\$2,724.89	\$2,772.58	\$2,821.10
Administrative Officer Class 9 Div.1	\$2,488.90	\$2,551.12	\$2,602.14	\$2,680.20	\$2,720.40	\$2,761.21	\$2,809.53	\$2,858.70
Administrative Officer Class 9 Div.2	\$2,664.04	\$2,730.64	\$2,785.25	\$2,868.81	\$2,911.84	\$2,955.52	\$3,007.24	\$3,059.87
Administrative Officer Class 10 Div.1	\$2,754.92	\$2,823.79	\$2,880.27	\$2,966.68	\$3,011.18	\$3,056.35	\$3,109.84	\$3,164.26
Administrative Officer Class 10 Div.2	\$2,878.54	\$2,950.50	\$3,009.51	\$3,099.80	\$3,146.30	\$3,193.49	\$3,249.38	\$3,306.24
Administrative Officer Class 11 Div.1	\$3,079.28	\$3,156.26	\$3,219.39	\$3,315.97	\$3,365.71	\$3,416.20	\$3,475.98	\$3,536.81
Administrative Officer Class 11 Div.2	\$3,310.72	\$3,393.49	\$3,461.36	\$3,565.20	\$3,618.68	\$3,672.96	\$3,737.24	\$3,802.64
Administrative Officer Class 12 Div.1	\$3,426.18	\$3,511.83	\$3,582.07	\$3,689.53	\$3,744.87	\$3,801.04	\$3,867.56	\$3,935.24
Administrative Officer Class 12 Div.2	\$3,630.89	\$3,721.66	\$3,796.09	\$3,909.97	\$3,968.62	\$4,028.15	\$4,098.64	\$4,170.37

\* In accordance with clause 17.2 and from the date that clause comes into effect, the applicable wages for the classifications contained in the above table are the amount specified in the table plus 1%.

## Schedule B – Allowance Schedule\*

\*From the date that clause 17.2 of the agreement comes into effect, the allowances contained in the above tables are the amount specified in the tables plus 1%.

### Grand Prix Allowance

Effective Date	Amount
1-Jul-23	\$115.20
1-Jan-24	\$118.10
1-Jul-24	\$120.50
1-Jan-25	\$124.10
1-Jul-25	\$126.00
1-Jan-26	\$127.90
1-Jul-26	\$130.10
1-Jan-27	\$132.40

### Work Disruption Disability Allowance

Effective Date	Amount
1-Jul-23	\$0.86
1-Jan-24	\$0.88
1-Jul-24	\$0.90
1-Jan-25	\$0.93
1-Jul-25	\$0.94
1-Jan-26	\$0.95
1-Jul-26	\$0.97
1-Jan-27	\$0.99

### First Aid Allowance

Effective Date	Amount
1-Jul-23	\$18.94
1-Jan-24	\$19.41
1-Jul-24	\$19.80
1-Jan-25	\$20.39
1-Jul-25	\$20.70
1-Jan-26	\$21.01
1-Jul-26	\$21.38
1-Jan-27	\$21.75

### Transfer & Redeployment Allowance

Effective Date	Amount	
	5km to 20km	Over 20km
1-Jul-23	\$1,486	\$3,033
1-Jan-24	\$1,523	\$3,109
1-Jul-24	\$1,553	\$3,171
1-Jan-25	\$1,600	\$3,266
1-Jul-25	\$1,624	\$3,315
1-Jan-26	\$1,648	\$3,365
1-Jul-26	\$1,677	\$3,424
1-Jan-27	\$1,706	\$3,484

### Expense related allowances:

Plain clothes and meal allowance will increase 1 Jul 23, 1 Jul 24, 1 Jul 25, Jul 26 based on percentage movement in the CPI index for Melbourne for the year to the March quarter preceding each increase date.

EXPENSE RELATED ALLOWANCES	1-Jul-22	1-Jul-23	1-Jul-24	1-Jul-25	1-Jul-26
Plain Clothes Allowance	\$35.70	\$38.13	\$39.50	TBC	TBC
Meal Allowance	\$23.08	\$24.65	\$25.54	TBC	TBC

**THE FAIR WORK COMMISSION**

**FWC Matter No.:**

AG2024/2150

**Applicant:**

KDR Victoria Pty Ltd t/as Yarra Trams

**Section 185 – Application for approval of a single enterprise agreement**

**Undertaking – Section 190**

I, Karinda Rogan, Head of HR – Business Partnering & Talent Acquisition, have the authority given to me by KDR Victoria Pty Ltd t/as Yarra Trams to give the following undertakings with respect to the *Yarra Trams Enterprise Agreement 2023 - Operations* ("the Agreement"):

1. The substitution of a public holiday for another day under cl. 46.4 of Part One of the Agreement will occur by agreement between Yarra Trams and an individual employee.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



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Signature

10 July 2024

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Date