



# DECISION

*Fair Work Act 2009*

s.185 - Application for approval of a single-enterprise agreement

**Adelaide Metro Operations Pty Ltd T/A Adelaide Metro Operations Pty Ltd**  
(AG2023/5361)

## **ADELAIDE METRO OPERATIONS TRAM OPERATIONS ENTERPRISE AGREEMENT 2023**

Rail industry

COMMISSIONER PLATT

ADELAIDE, 17 JANUARY 2024

*Application for approval of the Adelaide Metro Operations Tram Operations Enterprise Agreement 2023*

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

[2] The matter was allocated to my Chambers on 9 January 2024.

[3] On 11 January 2024, I conducted a telephone conference with the parties to seek clarification about aspects of the Agreement and invited the Applicant to address these matters including through the provision of an undertaking.

[4] There is one National Employment Standard (NES) issue that requires comment:

- Clause 18 of the Agreement appears to state that if an employee is absent for a period of 3 days without the consent of the Applicant and without notification to the Applicant, it shall be evidence that the employee has abandoned their employment. The employee will be deemed to have abandoned their employment if they have not established, within 14 days, that they were absent for a reasonable cause. Clause 18.5 states the termination shall operate from the last attendance at work or the last days absence in respect of which was granted, or the date of the last absence in respect of which notification was given to the Applicant, whichever is later. This appears to be inconsistent with the NES at s.117 of the Act.

[5] Clause 36.3 of the Agreement acts as an effective NES precedence clause. As a result of the NES precedence clause, the above clause will not apply to the extent it is inconsistent with the NES.

[6] The Applicant has submitted an undertaking in the required form 11 January 2024. The undertaking ensures that an employee who works voluntary overtime pursuant to clause 35 will be paid overtime in accordance with the applicable overtime provisions in the Agreement.

[7] No bargaining representatives were appointed. The Australian Rail, Tram and Bus Industry Union did not express any view on the undertaking.

[8] The undertaking appears to meet the requirements of s.190(3) of the Act and I have accepted it. As a result, the undertaking is taken to be a term of the Agreement.

[9] The Australian Rail, Tram and 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) of the Act I note that the Agreement covers this organisation.

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

[11] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 days after the date of approval of the Agreement. The nominal expiry date is 30 June 2026.



COMMISSIONER

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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 this agreement.

**ADELAIDE METRO OPERATIONS  
TRAM OPERATIONS ENTERPRISE AGREEMENT  
2023**

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## **PART 1 – AGREEMENT ADMINISTRATION**

### **1 TITLE**

This Agreement will be known as the Adelaide Metro Operations Tram Operations Enterprise Agreement 2023.

### **2 SCOPE**

- 2.1 This Agreement applies to Tram Operators with the exception of Appendices 3, 4 and 5 clause 2.
- 2.2 Other than clauses 1-10, 16, 20, 36-48, 50-60, the body of this Agreement (Part 1 – Part 7) is not applicable to Tram Controllers.
- 2.3 Other than clauses 1-10, 20, 25-26, 50, 52-58, the body of this Agreement is not applicable to Customer Service Officers.
- 2.4 Appendices 1, 2 and Appendix 5, clause 1 are applicable to all employees.
- 2.5 Appendix 3 is only applicable to Tram Controllers.
- 2.6 Appendix 4 is only applicable to Customer Service Officers.
- 2.7 Appendix 5, clause 2 is only applicable to Tram Controllers and Senior Tram Operators.

### **3 OBJECTIVE**

- 3.1 The objective of this Agreement is to record the agreement reached between Adelaide Metro Operations and the Australian Rail Tram and Bus Industry Union (RTBU), representing employees subject to this Agreement, concerning pay, conditions and other benefits arising from their employment.
- 3.2 Employees and the RTBU recognise it is imperative for Adelaide Metro Operations to be able to adapt and change the manner in which it conducts business activities to meet the changing environment within which it operates.
- 3.3 In making and applying this Agreement, the Parties recognise that a number of initiatives have been and will continue to be introduced to improve the efficiency and effectiveness of Adelaide Metro Operations. The Parties undertake to consult in a way that contributes positively towards work and business changes necessary to improve the effectiveness of the business.

### **4 AIM**

- 4.1 The aim of this Agreement is to promote an efficient and safe working environment; to enhance the value of Adelaide Metro Operations to its stakeholders by being competitive, flexible, and innovative; and to provide a workplace that promotes and facilitates productivity, efficiency, and flexibility improvements.
- 4.2 Further, the Parties agree to establish a workplace which enables variety, skills, career development and job opportunities for employees by:
  - 4.2.1 Developing and maintaining a workplace which encourages and facilitates teamwork, personal and skill enhancement to achieve Adelaide Metro Operation's and employees' objectives.

- 4.2.2 Promoting efficient and effective delivery of services to Adelaide Metro Operation's customers.
- 4.2.3 Implementing change through constructive consultation to ensure a competitive, efficient, and cost effective service.
- 4.2.4 Providing employees with remuneration and benefits to reflect the competitive performance of Adelaide Metro Operations.
- 4.2.5 Achieving continuous improvement in the operations and service delivery of Adelaide Metro Operation's tram operations.
- 4.2.6 Working together to enhance and grow the business; and
- 4.2.7 Remaining focussed on the needs of customers, recognising that customer satisfaction and increased patronage are integral to securing the future.

## 5 TERM OF AGREEMENT

- 5.1 This Agreement will come into operation seven days after it is approved by the Fair Work Commission until its nominal expiry date.
- 5.2 The nominal expiry date of this Agreement is 30 June 2026.
- 5.3 Negotiations for a new Agreement may commence no earlier than six (6) months from the nominal expiry date.

## 6 INCIDENCE AND PARTIES BOUND

This is an Agreement between Adelaide Metro Operations Pty Ltd (the employer), employees classified pursuant to this Agreement, and the RTBU.

## 7 RELATIONSHIP OF THIS AGREEMENT TO THE AWARD

The Passenger Vehicle Transportation Award 2020 is the applicable Modern Award.

## 8 DEFINITIONS

- 8.1 Wherever in this Agreement a condition is made subject to the words 'except in case of unavoidable necessity', 'as far as practicable', 'where practicable' or to the existence of an 'emergency', the onus of proving in any proceedings that it is unavoidably necessary, or that it is not practicable, or is caused by an emergency, will be upon Adelaide Metro Operations, not upon the Union.
- 8.2 No proceedings will be taken against Adelaide Metro Operations by the RTBU for any breach of any clause containing the above words except by the express authority and with the consent of the South Australian Branch Secretary of the Union.
- 8.3 "**Additional day's wage**" means one-fifth the weekly wage applicable to the employee's classification.
- 8.4 "**Agreement**" means this enterprise agreement, the *Adelaide Metro Operations Tram Operations Enterprise Agreement 2023*, as approved by the Fair Work Commission.
- 8.5 "**Block Book Off**" means one weeks' absence from duty (Sunday to Saturday inclusive) consisting of time accrued whilst working designated shifts during a 20-week working cycle and taken as time off in lieu of ordinary hours worked in excess of a 38 hour week. Single

days may be taken as long as it does not impact the averaging of hours. (Tram Controllers only).

- 8.6 **“Buddy Driver”** The role of the Buddy driver is purely for guidance and assistance of either a recently qualified driver or a driver returning to work post incident. Buddy drivers do not share safe working responsibilities; these remain with the driver in charge of the movement. The buddy would still however be expected to intervene to such an extent as is reasonably practicable if required to avoid an incident occurring.
- 8.7 **“Continuous Service”** means the period of service with Adelaide Metro Operations (and Government Service immediately prior to commencing with Adelaide Metro Operations) excluding periods of unpaid leave exceeding twenty-two (22) days, with the exception of sick leave without pay that is supported by a medical certificate. Government Service recognised by Adelaide Metro Operations includes any State Government of Australia, the Commonwealth Government of Australia, any Territory of the Commonwealth of Australia any local Government Authority of Australia. The definition of “service” and “continuous service” in the *Fair Work Act 2009 (Cth)* will prevail to the extent of any inconsistency with this definition.
- 8.8 **“Continuous Shift Work”** means work carried out with consecutive shifts of employees throughout the twenty-four (24) hours of each day of at least six (6) consecutive days without interruption, except during break downs or meal breaks or due to unavoidable cause beyond the control of Adelaide Metro Operations.
- 8.9 **“Employee(s)”** means or refers to persons employed by Adelaide Metro Operations in the classifications referred to in this Agreement.
- 8.10 **“Employee representative”**, means or refers to a person or agent nominated by an employee or group of employees to represent employee interests in matters pertaining to their employment and the operation of this Agreement.
- 8.11 **“Employer”** means Adelaide Metro Operations Pty Ltd or also known as Torrens Connect
- 8.12 **“Family or household member”** has the same meaning it has in the *Fair Work Act 2009 (Cth)* and includes an employee’s spouse (or de facto spouse), a child, parent, grandparent, grandchild or sibling of the employee or a child, parent, grandparent, grandchild or sibling of the employee’s spouse or any other member of an employee’s household and any other person who is dependent on the employee’s care.
- 8.13 **“Master Roster”** A foundation roster from which the period roster is built that shows all known work prior to incorporating leave, amendments, meetings, swaps, training, medicals, special events, work restrictions, staff shortages and any other absences from work.
- 8.14 **“On-call”** means that an employee has agreed to be available to perform work between the cessation of one rostered shift and before the beginning of their next normal rostered shift.
- 8.15 **“Period Roster”** A period roster shows all work allocated to employees for that fortnight / period incorporating leave, amendments, meetings, swaps, training, medicals, special events, work restrictions, staff shortages, overtime, and any other absences from work.
- 8.16 **“Reasonable Overtime”** without limiting the meaning of what is reasonable overtime in the *Fair Work Act 2009 (Cth)*, means, in any one fortnight period, one additional shift in excess of those rostered for ordinary hours and total of not more than an accumulation of ten (10) hours overtime per fortnight.

8.17 “**Shift**” means a turn of duty during which some actual work has been performed, and includes compulsory attendance at examinations, enquiries, and hearings, where such attendance is of at least four hours duration.

8.18 “**Sunday**” means all time between midnight Saturday and midnight Sunday.

8.19 “**Substantive classification**” means the actual appointed classification of the employee confirmed in writing.

8.20 “**The Act**” means the *Fair Work Act 2009* (Cth).

8.21 “**The Parties**” means the Parties to this Agreement in accordance with clause 6 of this Agreement.

8.22 “**Union**” and “**RTBU**” means the Australian Rail, Tram, and Bus Industry Union.

**The following definitions apply to Tram Controllers only:**

8.23 “**On-call**” means that an employee has agreed to be available to perform work between the cessation of one rostered shift and before the commencement of their next normal rostered shift.

8.24 “**Rostered shift**” means a shift of which the employee concerned has had at least forty-eight (48) hours’ notice.

8.25 “Shift Harmonisation” means:

	<b>AM</b>	<b>Day</b>	<b>Afternoon</b>	<b>Night</b>
<b>Definitions</b>	Commences at or between 0400 and 0600am.  Early AM commences between 0101 and 0359	Between 0601 and 1700	Shifts finishing after 1830	Signs on or off at or between 0101 and 0359.
<b>Penalty Arrangements</b>	10% for all time worked from any shift which commences at or between 0400 and 0600.  15% for shifts commencing between 0101 and 0359.	Nil	Shift finishing after 1830 – 15% whole shift.  15% for each hour between 1700 and 1830.  15% for all hours worked if finishing at or after 1830.	Signs on or off at or between 0101 and 0359 – 25% whole shift if continuous – 15% if not continuous.  Signs on at or after 2000 hours and spans the hours of 0100 to 0359 – 25% whole shift if continuous – 15% if not continuous.

**9 NO EXTRA CLAIMS COMMITMENT**

During the life of this Agreement the Parties undertake not to pursue claims except where consistent with and contemplated by this Agreement.

**10 ANTI-DISCRIMINATION**

- 10.1 It is the intention of the Parties to this Agreement to respect and value the diversity of the workforce, by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 10.2 The parties are committed to ensuring that the working environment is free from discrimination and harassment. Discrimination and harassment will not be tolerated under any circumstances.
- 10.3 Accordingly, in fulfilling their obligations under the dispute resolution procedures in this Agreement, the Parties will make every endeavour to ensure that neither the provisions of this Agreement nor their operation are directly or indirectly discriminatory in their effects.
- 10.4 Nothing in this clause is to be taken to affect:
- 10.4.1 any different treatment (or treatment having different effects) which is specifically exempted under state or federal anti-discrimination legislation.
  - 10.4.2 an employee, employer, or registered organisation, pursuing matters of discrimination in any state or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.
  - 10.4.3 any exemptions allowed under legislation.

## **PART 2 – TYPES OF EMPLOYMENT**

### **11 GENERAL**

- 11.1 Employees employed under this Agreement will be employed in one of the following categories:
- 11.1.1 full-time employee.
  - 11.1.2 part-time employee; or
  - 11.1.3 fixed-term employee.
- 11.2 At the time of engagement, Adelaide Metro Operations will inform each employee of the terms of their engagement and, in particular, whether they are a full-time, part-time, or fixed-term employee.
- 11.3 The Parties acknowledge that the primary category of employment shall be full-time ongoing employment.

### **12 FULL-TIME EMPLOYEE**

An employee not specifically engaged as being a part-time employee or fixed term employee will, for all purposes of this Agreement, be a full-time employee engaged to regularly work thirty-eight (38) hours per week in accordance with the provisions of this Agreement.

### **13 PART-TIME EMPLOYEE**

- 13.1 Adelaide Metro Operations may employ part-time employees in any classification in this Agreement.
- 13.2 A part-time employee is an employee who:
- 13.2.1 works less than full-time hours of thirty-eight (38) hours per week.
  - 13.2.2 has reasonably predictable hours of work; and
  - 13.2.3 receives, on a pro rata basis, equivalent pay, and conditions to those of full-time employees who do the same kind of work.
- 13.3 When an opportunity arises for a part-time employee to be assigned work on the master roster, consistent with the arrangements in clause 13.2, Adelaide Metro Operations and the part-time employee may agree in writing those lines of work on the master roster the part-time employee will be required to work.
- 13.4 The Adelaide Metro Operations will roster a part-time employee for not less than seven-point-six (7.6) ordinary hours on any shift unless participating in a job sharing arrangement that meets operational requirements.
- 13.5 All time worked in excess of the hours as mutually arranged will be overtime and paid for at the rates prescribed in the overtime provisions of this Agreement.
- 13.6 A part-time employee employed under the provisions of this clause must be paid for the ordinary hours worked at the rate of 1/38<sup>th</sup> of the total rate each week prescribed for the class of work performed.

## **14 FIXED TERM EMPLOYMENT**

- 14.1 Adelaide Metro Operations may employ fixed term employees in any classification in this Agreement.
- 14.2 Fixed term employment may be only utilised on the following bases:
- 14.2.1 To perform duties of temporary nature for a period of not less than one (1) year and not exceeding two (2) years (including renewals); or
  - 14.2.2 To perform duties in the absence of another employee or while selection processes are conducted but the term is not extended beyond the absence of the employee or completion of the selection processes to which the absence relates.

## **15 PROBATIONARY EMPLOYMENT**

- 15.1 An employee will initially be engaged for a probationary period of six (6) months for the purpose of determining the employee's suitability for employment. During this time either party may notify intention to withdraw from the contract of employment by providing one (1) weeks' notice.
- 15.2 Employees promoted into a role other than their substantive role will be subject to a three (3) month probation period in respect of that role. An employee withdrawing from that role will result in the employee returning to their previous substantive classification.
- 15.3 The period of probationary employment forms part of an employee's period of continuous service for all purposes of this Agreement.

## **16 TERMINATION OF EMPLOYMENT**

- 16.1 Notice of Termination by employer for a full-time or regular part-time employee.
- 16.1.1 In order to terminate the employment of a full-time or regular part-time employee, the employer shall give to the employee the period of notice specified in the table below:

<b>Period of continuous service</b>	<b>Period of notice</b>
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

- 16.1.2 In addition to this notice, employees over forty-five (45) years of age at the time of the giving of the notice with not less than two (2) years continuous service are entitled to an additional week's notice.
- 16.1.3 Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

- 16.1.4 In calculating any payment in lieu of notice, the wages an employee would have received in respect of the rostered time they would have worked during the period of notice had their employment not been terminated, will be used.
- 16.1.5 Continuous service is defined in clause 8 7.
- 16.1.6 Any annual leave accrued but not taken will be paid out on termination of employment in the amount that would have been payable had the employee taken that leave and on a pro rata basis according to the completed months of service during which the entitlement to annual leave has accrued.
- 16.1.7 The period of notice in this clause shall not apply in the case of a decision to effect the summary dismissal of an employee in accordance with the relevant disciplinary policy and procedure.

## 16.2 Notice of Termination by Employee

The notice of termination required to be given by an employee will be seven days except where Adelaide Metro Operations agrees to reduce or waive this requirement.

## 16.3 Time off during notice period

Where the employer has given notice of termination to an employee, an employee shall be allowed up to one (1) day's' time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee following consultation with the employer.

## 16.4 Return of Property

- 16.4.1 Upon termination of employment for any reason, the employee must immediately return all property belonging to Adelaide Metro Operations.
- 16.4.2 Adelaide Metro Operations and the employee may enter into a written agreement for the amount to be deducted from the employee's final pay or may be recovered by the AMO by lawful means.

## 17 ABSENCE FROM WORK

- 17.1 An employee absent from work either by arriving late or not attending during required working hours will lose their pay for the actual time of non-attendance, except when absent on paid leave under other provisions of this Agreement.
- 17.2 An employee who arrives late for work will, at the first opportunity, be allowed to take up their rostered shift.

## 18 ABANDONMENT OF EMPLOYMENT

- 18.1 This clause will operate subject to the National Employment standards.
- 18.2 If an employee is absent from work for a continuous period exceeding three (3) working days without the consent of Adelaide Metro Operations and without notification to Adelaide Metro Operations, this will be prima facie evidence the employee has abandoned their employment.
- 18.3 If, within a period of fourteen (14) days from the employee's last attendance from work or the date of the employee's last absence in respect of which notification has been given, or consent has been granted, the employee has not established to the satisfaction of Adelaide Metro Operations that the employee is absent for reasonable cause; the employee will be deemed to have abandoned their employment.

- 18.4 Adelaide Metro Operations will undertake all reasonable endeavours to make contact with the employee within the fourteen (14) day period outlined at clause 18.3.
- 18.5 Termination of employment by abandonment in accordance with this clause will operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to Adelaide Metro Operations, whichever is the latter.

## **19 DEMOTION DUE TO MISCONDUCT OR UNSATISFACTORY PERFORMANCE**

- 19.1 Where there is serious consideration, an employee is to be terminated based on a finding of:

- 19.1.1 serious misconduct.
- 19.1.2 continual misconduct; and/or
- 19.1.3 continual unsatisfactory performance,

Adelaide Metro Operations can unilaterally elect to demote that employee instead of terminating their employment.

- 19.2 The decision to demote an employee can be made for a set period of time or indefinitely.

- 19.3 Demotion includes but is not limited to;

- 19.3.1 Demotion to a classification with lower remuneration within Adelaide Metro Operations; and/or
- 19.3.2 Demotion to a classification with the same remuneration but with lower status in Adelaide Metro Operations organisational structure.

- 19.4 An employee cannot be demoted to a transitional classification (i.e., Intermediate Tram Operator or Trainee Senior Tram Operator).

- 19.5 The act of demoting an employee does not constitute a breach of the employee's contract of employment or termination of the employee's employment or affect the continuity of the employee's employment for any purpose.

- 19.6 Notwithstanding clause 19.5, this clause does not preclude an employee from being able to undertake an unfair dismissal application under the *Fair Work Act 2009* (Cth) or a dispute under this Agreement.

## **20 REDUNDANCY AND REDEPLOYMENT**

- 20.1 Where an ongoing (full-time or part-time) employee is declared excess to requirements in Adelaide Metro Operation's Tram Operations, the terms and conditions provided for in the *Passenger Vehicle Transportation Award 2020 (Award)* will apply.

- 20.2 Redeployment

- 20.2.1 In the case of genuine redundancy, Adelaide Metro Operations will make genuine efforts to redeploy employees if there are vacancies matching the employee's qualifications or experience.
- 20.2.2 If a redundant employee is offered redeployment to an acceptable alternative position and refuses, then the employee may not be entitled to redundancy pay. If the employee accepts the offer of suitable alternative employment, the employee will not be entitled to a redundancy pay.

## 20.3 Transfer of business

20.3.1 In the event of a transfer of business, where an employee is offered a position with the new employer, and that offer of employment preserves the employee's existing terms and conditions, including recognition of service, the employee will not be entitled to redundancy pay.

20.4 Once transferred back to SA Government, an ongoing (full-time or part-time) employee who is declared excess to requirements will be subject to Appendix 1 – Redeployment, Retraining and Redundancy, which forms part of this Agreement.

20.5 The Consultation clause at clause 50 is not intended to replace the specific provisions in Appendix 1 regarding consultation around redeployment arrangements.

## 21 EMPLOYEE DUTIES

An employee may be rostered to undertake any duties for which they are trained and competent to perform that are consistent with the duties defined for their classification.

## **PART 3 – CLASSIFICATIONS AND REMUNERATION**

### **22 CLASSIFICATION OF EMPLOYEES**

22.1 Upon commencing employment, an employee will be appointed to a position classified in accordance with this Agreement, will be paid according to the rate of pay applicable to the classification of that position and will remain on that classification unless reclassified, appointed to another position classified at another level or demoted as per clause 19.

22.2 Employees will be advised in writing of their classification and any subsequent changes.

### **23 WAGE ADJUSTMENTS**

Wage adjustments will be as per clause 24.1 and will apply from the first full pay period on or after the specified operative date.

### **24 CLASSIFICATIONS, WAGE RATES AND ALLOWANCES**

24.1 Weekly Wage Rates (first full pay period on or after the specified operative date):

<b>Classification</b>		<b>Current</b>	<b>1/1/2024</b>	<b>1/1/2025</b>	<b>1/1/2026</b>
			<b>7%</b>	<b>4.50%</b>	<b>4%</b>
Trainee Tram Operator		\$1,093.80	\$1,170.37	\$1,223.03	\$1,271.95
Intermediate Tram Operator		\$1,243.76	\$1,330.82	\$1,390.71	\$1,446.34
Tram Operator	First year	\$1,293.76	\$1,384.32	\$1,446.62	\$1,504.48
	Thereafter	\$1,300.22	\$1,391.24	\$1,453.84	\$1,511.99
Trainee Senior Tram Operator		\$1,409.63	\$1,508.31	\$1,576.18	\$1,639.23
Senior Tram Operator	First year	\$1,487.18	\$1,591.28	\$1,662.89	\$1,729.40
	Thereafter	\$1,494.60	\$1,599.23	\$1,671.19	\$1,738.04

24.1.1 A Tram Operator that relieves as a Senior Tram Operator for a cumulative period of 1976 hours will progress to the Senior Tram Operator Thereafter increment for all future work as a Senior Tram Operator.

#### **24.2 Trainee Tram Operator**

24.2.1 A new entrant who is engaged either on a full-time or regular part-time basis and is training to become a Tram Operator able to undertake driving duties on all trams in Adelaide Metro Operations fleet; customer service; use of communication devices; operate manual switches as required in normal course of duty or during unplanned service disruptions; and other generic traffic operation duties identified by the Consultative Committee and agreed to by the Parties.

24.2.2 After having passed all relevant training and competency assessments, Trainee Tram Operators will progress to the appropriate classification.

### 24.3 Intermediate Tram Operator

- 24.3.1 An employee previously classified as a Trainee Tram Operator who has undertaken training as a Tram Operator and is assessed as competent to progress to this classification.
- 24.3.2 An employee who is trained to undertake driving duties within the network but is restricted in the types of vehicles used in Adelaide Metro Operations fleet, use of communication devices, undertake flag person and switch changing under direction for emergencies only.
- 24.3.3 An employee will progress to the Tram Operator Classification after:
  - 24.3.3(a) having completed all relevant training and deemed competent; or
  - 24.3.3(b) nine (9) months if the employee has not yet been deemed competent due to actions of Adelaide Metro Operations (i.e., through no fault of their own).

### 24.4 Tram Operator

- 24.4.1 An employee previously classified as an Intermediate Tram Operator and progresses to this classification through clause 24.3.3.
- 24.4.2 An employee is trained to undertake driving duties of all trams operated in regular revenue service in the fleet operated by Adelaide Metro Operations, use of communication devices, switch changing under direction, operate manual switches as required in normal course of duty or during unplanned service disruptions, and other duties identified by the Consultative Committee and agreed to by the Parties.
- 24.4.3 An employee may volunteer to participate as a "buddy driver" with other employees to provide guidance and assistance.
- 24.4.4 All employees will be subject to regular competency and skills assessment.

### 24.5 Trainee Senior Tram Operator

An employee qualified as a Tram Operator who has been engaged on a full-time or relief basis and is training to become a Senior Tram Operator but not yet competent in the Senior Tram Operator role.

### 24.6 Senior Tram Operator

- 24.6.1 An employee responsible for facilitating an effective, safe, customer oriented tram service by delivering training and assessment to Tram Operations employees, ensuring correct tram operating skills and performances are achieved. The employee is required to investigate and take appropriate action on reports concerning service delays, employee error, safeworking incidents or mechanical failure to trams and make recommendations to enhance the provision of a customer friendly transport service. Will also undertake Tram Network Control functions when required for operational reasons.
- 24.6.2 An employee will be subject to regular competency and skills assessment (as agreed by the Parties).

24.7 Allowances & Reimbursements

24.7.1 Meal allowance

The meal allowance referred to in this Agreement will be:

Current	First full pay period on or after 1/1/2024	First full pay period on or after 1/1/2025	First full pay period on or after 1/1/2026
\$18.04	\$19.30	\$20.17	\$20.98

24.7.2 On-call Allowance

24.7.2(a) Where an employee has agreed to be placed on-call during a period when they are off work, the employee will be entitled to be paid the following allowance:

	Current	First full pay period on or after 1/1/2024	First full pay period on or after 1/1/2025	First full pay period on or after 1/1/2026
Monday to Friday	\$13.74	\$14.70	\$15.36	\$15.98
Saturday	\$27.49	\$29.41	\$30.74	\$31.97
Sunday and Public Holidays	\$36.64	\$39.20	\$40.97	\$42.61

24.7.2(b) Where an employee is recalled for work, a minimum of three hours' work will apply and paid at the rate of double time if a Sunday, double time, and a half the ordinary rate if a public holiday or the rate of time and one half for the first three hours and double time thereafter if any other day.

24.7.2(c) An on-call period must not exceed twenty-four (24) hours.

24.7.3 First Aid Allowance

Senior Tram Operators will be paid a weekly first aid allowance starting from the first full pay period on or after the date this Agreement comes into operation:

Current	First full pay period on or after 1/1/24	First full pay period on or after 1/1/25	First full pay period on or after 1/1/26
\$ 16.65	\$17.82	\$18.62	\$19.36

24.7.4 First Aid Certification Reimbursement

24.7.4(a) Employees who possess a first aid certification at the time of approval of this Agreement will be reimbursed 100% of the cost of maintaining their first aid certification during the life of this Agreement.

24.7.4(b) An employee is required to provide the applicable receipt for the cost of the first aid certification to obtain the reimbursement.

24.7.4(c) The requirement for employees to maintain a first aid certification, and the reimbursement provided for in this clause, will be reviewed during the life of the Agreement.

#### 24.7.5 Drivers Licence Reimbursement

24.7.5(a) Employees will be reimbursed 100% of the cost of a class C Drivers Licence for a maximum licence period of five years.

24.7.5(b) An employee is required to provide the applicable receipt for the cost of the Drivers licence to obtain the reimbursement.

24.7.5(c) Where the remaining licence period of an employee's Class C Drivers licence is greater than a year, and the employee's employment concludes prior to the licence expiring, Adelaide Metro Operations may deduct and retain from all final monies owing to the employee any reimbursed monies for the proportionate remaining period of the licence.

## **25 UNIFORMS AND PROTECTIVE CLOTHING, EQUIPMENT AND FOOTWEAR**

25.1 An employee will be reimbursed for the purchase of a uniform and protective clothing, equipment, and footwear (as applicable) where Adelaide Metro Operations has deemed that such items are required for work.

25.2 If Adelaide Metro Operations provides such items, then reimbursement will not apply.

25.3 The applicable reimbursement for footwear is the average value of the cost of footwear that would otherwise be provided, but not less than \$105. Any footwear purchased by the employee must meet the applicable standards for Personal Protective Equipment as determined by Adelaide Metro Operations.

## **26 HIGHER DUTIES**

26.1 Where an employee has been appropriately trained and is directed by the relevant manager or delegate to perform, on a temporary basis, the duties of a position or in a capacity for which a higher remuneration level may be applicable, the employee will be entitled to be paid for the performance of such duties.

26.2 An employee will perform such work as Adelaide Metro Operations may require from time to time. Employees who are engaged in work carrying a higher rate than their substantive classification will be paid the higher rate for such day or shift. Customer Service Officers who are requested to undertake duties that are above their substantive classification will discuss the higher duties with their relevant manager. Adelaide Metro Operations and the relevant employee will agree on a higher hourly rate that will be paid when undertaking these higher duties.

## **27 ACTING IN A LOWER CLASSIFICATION**

An employee required to perform temporarily the duties of a grade for which a lower rate of payment is prescribed than that prescribed for their classified grade will be paid at their substantive classified rate.

## **PART 4 - HOURS OF WORK**

### **28 HOURS OF WORK**

#### 28.1 Ordinary Hours

- 28.1.1 The ordinary hours of work for a full-time employee is limited to seventy-six (76) hours each fortnight to be worked in not more than ten (10) shifts each fortnight period Sunday to Saturday.
- 28.1.2 The ordinary hours of work for a full-time employee will be made up to seven (7) hours, thirty-six (36) minutes each day.
- 28.1.3 The ordinary hours of work for a part-time employee will average less than seventy-six (76) hours per fortnight to be worked in not more than ten (10) days per fortnight period Sunday to Saturday.
- 28.1.4 The ordinary hours of work may be worked on any day of the week including Saturdays, Sundays, and public holidays.

#### 28.2 Overtime

##### 28.2.1 General Principles

Adelaide Metro Operations may require any employee to work reasonable overtime at overtime rates.

##### 28.2.2 Overtime Penalty Rates

- 28.2.2(a) In the case of full-time employees, all time worked in excess of seven (7) hours and thirty-six (36) minutes on any shift, or in excess of seventy-six (76) hours in any fortnight when ten (10) shifts of ordinary hours are worked will stand alone and be paid for at the rate of time and a half (150%) for the first three (3) hours and double time (200%) thereafter. Saturday overtime will be paid at the rate of double time (200%). Payment for overtime will be calculated upon whichever alternative gives the greater amount.
- 28.2.2(b) Where a full-time employee voluntarily undertakes to perform work in addition to their rostered work, then such work will stand alone, and the employee must be paid for time worked under the rates prescribed above.
- 28.2.2(c) In the case of part-time employees, all time worked in excess of the hours as mutually arranged will be overtime and will stand alone and be paid for at the rate of time and a half (150%) for the first three (3) hours and double time (200%) thereafter. Saturday overtime will be paid at the rate of double time (200%).

## **29 ALLOCATION OF WORK**

### **29.1 General Principles**

- 29.1.1 An employee's work will be arranged so as to provide four (4) full days off in each rostered fortnight. Where practicable, Adelaide Metro Operations will endeavour to roster at least two (2) days off consecutively.
- 29.1.2 Except by agreement between the Parties, where new services, new timetables or alteration to timetables necessitate adjustment to the master roster, the new or revised roster will be posted so as to give fourteen (14) days' notice of such alterations once consultation, as per clause 50, has concluded and a decision has been made.
- 29.1.3 Except by agreement between Adelaide Metro Operations and the RTBU, period rosters in respect of special events such as Public Holiday services, Royal Show event services, and major horse racing events, the dates of which are known ahead and approved by Adelaide Metro Operations, will be posted at least fourteen (14) days prior.
- 29.1.4 Period rosters will ordinarily be posted fourteen (14), but no less than seven (7) days, before coming into operation and will include all route service work.
- 29.1.5 Changes to a period roster where an employee will need to commence their shift a maximum of three (3) hours earlier or finish a maximum of three (3) hours later will be posted at the usual place at least forty-eight (48) hours in advance of the work to be performed.
- 29.1.6 Any change not referred to in clause 29.1.5, or any change to rostered work with less than forty-eight (48) hours' notice must be with the consent of the employee concerned.
- 29.1.7 Any change to an employee's day off once the period roster has been posted must be with the consent of the employee concerned.
- 29.1.8 Holiday relief work will be rostered and displayed on a relevant roster unless otherwise agreed between the Parties to this Agreement.
- 29.1.9 Except for standby shifts and special events, the period roster will show the rostered start and finish times as well as the commencement time for meal breaks on all shifts. Where actual times cannot be decided, for example shifts required for special events, approximate finish times will be shown on such rosters.
- 29.1.10 Special rosters will be prepared to cater for employees expected to be absent from normal traffic work for periods exceeding six months.
- 29.1.11 The maximum number of consecutive shifts will be consulted between the relevant parties, as required.

## 29.2 Principles of Rostering Work

### 29.2.1 Rosters will be arranged so:

- 29.2.1(a) that the ordinary hours of work will be not less than seven (7) hours on any shift for a full-time employee, and not less than seven-point-six (7.6) hours on any shift for a part-time employee unless participating in an approved job-sharing arrangement.
- 29.2.1(b) that broken shifts have not less than eleven (11) hours spread of work, and no more than a twelve (12) hour spread of work, and not less than two (2) hours break between the two (2) portions of work.
- 29.2.1(c) that broken shifts are not rostered upon a Saturday, Sunday, or public holidays.
- 29.2.1(d) as to avoid the hours on a combination of rostered work and voluntary overtime exceeding twelve (12) hours' work in any day.
- 29.2.1(e) as to allow an employee to be at home for either lunch or dinner on Christmas Day unless an employee volunteers to work a full shift.
- 29.2.1(f) as to provide portions of work of not less than two and a half (2.5) hours.
- 29.2.1(g) that an employee will not be signed off by direction or by roster more than twice in any one day including paid and unpaid meal breaks.

### 29.2.2 Despite the principles contained in this clause, employees may be required to work beyond these hours due to unforeseen circumstances which are:

- 29.2.2(a) late running due to an accident.
- 29.2.2(b) vehicle or equipment breakdown.
- 29.2.2(c) traffic conditions (Tram Operators Only).
- 29.2.2(d) an employee giving less than two (2) hours' notice of being late for work or not being able to attend work.

Adelaide Metro Operations will not require an employee to work under this clause, where at least two (2) hours' notice of the unforeseen circumstances has been given to the depot.

### 29.2.3 Where an employee is advised by Adelaide Metro Operations, after having commenced their shift, that their rostered shift finishing time has been extended beyond the time when public transport is available, Adelaide Metro Operations will provide transport for an employee to their home at the end of that shift.

### 29.2.4 Any employee who attends for work and is subsequently told that they are not required for the shift will receive payment for the shift for which they were rostered.

### 29.2.5 Where an employee's work is not rostered so as to allow a twelve (12) hour break between shifts the employee will be entitled to be absent for twelve (12) consecutive hours without deduction of pay except in instances where an employee:

- 29.2.5(a) ceases work after the rostered finishing time due to unforeseen circumstances under clause 29.2.2;

29.2.5(b) works on a rostered day off under clause 34 – Working on Rostered Days Off.

29.2.5(c) exchanges a shift under clause 29.4.1;

29.2.5(d) is recalled for work under clause 24.7.2(b);

29.2.5(e) or agrees to work beyond their rostered hours,

then the respective intervals referred to in this agreement will be not less than ten (10) hours and subject to fatigue management principles.

#### 29.2.6 Straight Shifts

Straight shifts will, subject to the exception in clause 28.2.1 not exceed nine (9) hours excluding unpaid meal breaks. Straight shifts will be rostered up to nine (9) hours forty (40) minutes, excluding unpaid meal breaks, on Saturdays, Sundays, and Public Holidays.

29.2.7 The parties acknowledge that broken shifts may continue to be rostered and worked.

29.2.8 In circumstances where an employee does not report for work, another appropriate employee due to sign on may be allocated this work and:

29.2.8(a) That employee will be paid either:

- (i) the remuneration for the original rostered shift, or
- (ii) the remuneration for the substitute shift, whichever is the greater.

29.2.8(b) and where possible the employee will be returned to their original work allocation prior to the end of their first portion of rostered work.

29.2.9 The roster will include the following time provisions for the tasks listed below from the Glengowrie depot:

<b>Task</b>	<b>Driver</b>
When signing on	10 minutes
Walking time to or from Stop 12 Down	2 minutes
Walking time to or from Stop 12 UP	5 minutes
Walking time to or from Tram barn when preparing or stabling	5 minutes
Tram Preparation.	15 minutes
Tram Berthing from time of arrival at depot	8 minutes
Signing off	5 minutes
Signing on at the beginning of 2nd portion of Broken shift	5 minutes
Signing off at the completion of 1st portion of Broken shift	5 minutes

29.2.10 New time provisions will be created for any new depot which opens during the life of this agreement.

29.2.11 An employee will be responsible for undertaking their own sign on and sign off procedure.

### **29.3 Meal/Crib Breaks**

29.3.1 Employees will not be rostered to work for more than five (5) hours, inclusive of sign on/off times, without a meal break (not calculated in ordinary hours) or crib break (calculated in ordinary hours), whichever meets the requirements of Adelaide Metro Operation's operations.

29.3.2 Where a meal break is allowed a minimum of forty (40) minutes and a maximum of fifty-five (55) minutes will be allowed. The first twenty-five (25) minutes of that meal break will be paid at the employee's base rate of pay, the rest of the meal break will be without pay.

29.3.3 Where a meal break of at least forty (40) minutes is not provided, a crib break will be taken in Adelaide Metro Operation's time and the minimum time allowed for a crib break will be twenty-five (25) minutes and a maximum of thirty-nine (39) minutes.

29.3.4 If due to unforeseen circumstances/emergency a portion of work exceeds five consecutive hours, a meal break will be provided at the earliest opportunity.

29.3.5 Meal/crib breaks may be rostered at other locations. In such instances a meal allowance will be paid as per clause 24.7.1

### **29.4 Right To Give Away Shifts (G.A.S) or Exchange Shifts**

#### **29.4.1 Right to Exchange Shifts**

29.4.1(a) Employees have the right to exchange shifts or days off by mutual arrangement between themselves. Employees who elect to exchange shifts must ensure that the relevant Agreement provisions are observed to the satisfaction of Adelaide Metro Operations. Adelaide Metro Operations cannot unreasonably refuse a reasonable request to exchange shifts.

29.4.1(b) Any shift may be swapped in a fortnight's roster in accordance with relevant Agreement provisions and the satisfaction of Adelaide Metro Operations.

29.4.1(c) Adelaide Metro Operations will approve the exchange of shifts having regard to fatigue management principles.

#### **29.4.2 Right to Give Away Shifts**

29.4.2(a) An employee will have the right to 'give away' shifts as outlined below provided that the relevant Agreement provisions are observed, and the shifts are given to an employee who has the capabilities to work that shift.

29.4.2(b) An employee will have the right to 'give away' rostered route service work shifts to another employee.

- 29.4.2(c) Where an employee 'gives away' a day's work to another employee the employee who is relinquishing the shift will not be entitled for payment for such day or any make-up pay unless they apply for annual leave or skills and experience retention leave for the day after the shift has been 'given away'. Adelaide Metro Operations must approve the leave taken for this purpose unless the employee has not already taken or will not take three weeks annual leave in that financial year. Single day's annual leave will not count for the calculation of the three weeks annual leave.
- 29.4.2(d) An employee accepting the 'given away' work will receive payment for that work at their classification level plus any penalty entitlement attributed to that shift. The acceptance of 'given away' work will not constitute a part of the employee's ordinary hours and, therefore, they will not be eligible for overtime penalties unless they were already attributed to that shift.
- 29.4.2(e) Where an employee accepts a 'given away shift' and for any reason is not able to perform that work then they will not be entitled to receive payment for such work.
- 29.4.2(f) An employee can 'give away' (i.e., not exchange) shifts without applying for annual leave or skills and experience retention leave a maximum of twenty-two (22) shifts within a year to ensure their continuous service is not impacted. This number may be smaller depending if the employee has taken any other unpaid leave in the year, other than sick leave without pay that is supported by a medical certificate.
- 29.4.2(g) A part-time employee can accept 'give away' shifts provided that a combination of their ordinary rostered hours and the accepted give away hours of work are less than the ordinary rostered hours of work for a full-time employee, i.e., thirty-eight (8) hours for the week.
- 29.4.2(h) Adelaide Metro Operations will approve an employee accepting a shift having regard to fatigue management principles.

## 29.5 Depot Transfer

- 29.5.1 Adelaide Metro Operations may require an employee to transfer to another depot permanently or temporarily with reasonable notice.
- 29.5.2 An employee who is unilaterally moved to a new depot by Adelaide Metro Operations will be compensated for the distance between their Home Depot and their temporary/new depot (based on the shortest route) at \$0.78/km. The employee will be eligible for this payment for a maximum for the term of the transfer or ten (10) weeks, whichever is less.
- 29.5.3 Employees will not receive payment for any excess travelling time to and from work that may occur as a result of the transfer.
- 29.5.4 Adelaide Metro Operations will provide the employee a minimum of one (1) months' notice before the employee is transferred to a new depot.
- 29.5.5 Adelaide Metro Operations cannot unilaterally permanently transfer an employee to another depot more than once every eighteen (18) months (commencing from the date they are transferred).

29.5.6 Adelaide Metro Operations cannot unilaterally temporarily transfer an employee to another depot more than once every twelve (12) months (commencing from the date they are transferred). The minimum period for a temporary transfer is one (1) month, the maximum is six (6) months.

29.5.7 Employees have the right to request a permanent or temporary transfer to another depot. Adelaide Metro Operations will consider each request based on operational requirements. None of the criteria between clauses 29.5.2 and 29.5.6 inclusive apply to an employee who requests to be transferred to another depot.

### **30 STANDBY EMPLOYEES**

30.1 An employee who is rostered as a 'standby' may be required to perform any work for which they are trained, or training as directed.

30.2 Rostering of standby employees (if necessary) will be at the discretion of Adelaide Metro Operations.

30.3 The minimum shift for standby purpose is seven (7) hours and thirty-six (36) minutes.

30.4 As per clause 29.1.9 standby shifts will have a known start time but not a known finish time. The maximum time for a standby shift is nine (9) hours on a weekday and nine (9) hours forty (40) minutes on a weekend.

30.5 Standby shifts will include a crib break as defined by clause 29.3.

### **31 ATTENDING OFFICE**

31.1 An employee will be paid for time reasonably spent at applicable rates when attending by instruction at their depot or elsewhere to:

31.1.1 answer complaints.

31.1.2 furnish reports.

31.1.3 supply statements and affidavits.

31.1.4 submit to a medical examination.

31.1.5 attend any court or coronial inquiry as a witness or at the request of Adelaide Metro Operations; or

31.1.6 undertake training.

31.2 An employee attending by instruction any court or coronial inquiry on their day off will be paid at the appropriate overtime penalty rate for the day.

31.3 Where the employee, under clauses 31.1 or 31.2, attends outside their ordinary days' work and the distance travelled exceeds the distance from the employee's place of residence to their depot or usual place of employment, travelling time at ordinary rates for the excess time will also be paid.

31.4 This clause will not apply to any employee required to submit to a medical examination prior to resuming work after a period of absence due to illness or injury.

31.5 Employees who are directed by the employer to undertake Category 1 medical reviews and/or the blood tests that accompany them, for the purpose of being declared fit for duty in accordance with Rail Safety requirements, may choose to do so during non-rostered time. In cases where the employer and employee agree to do so, employees will be paid for actual time involved up to a maximum of two (2) hours at ordinary time rates. Such time shall not be considered a shift or ordinary time in the calculation of overtime.

## **32 SHIFT PENALTY RATES**

The following shift penalty rates apply for part-time, fixed term contract and full-time employees.

### **32.1 Monday to Friday**

32.1.1 For all time at work between the hours of 5.00pm and 9.00am (other than public holidays and broken shifts) employees will be paid fifteen percent (15%) more than their ordinary rate.

32.1.2 Subject to the exceptions specified above, any shift rostered to finish at or after 5.00pm must be paid fifteen percent (15%) more than ordinary rates for the whole of such shift; or

32.1.3 An employee who signs on or off between 2:00am and 3:59am, or works through those times, will be paid the following percentage more than their ordinary rate:

32.1.3(a) continuous shift workers – twenty-five percent (25%); or

32.1.3(b) non-continuous shift workers – twenty percent (20%).

### **32.2 Saturdays**

Time worked on Saturdays must be paid for at the rate of time and a half (150%).

### **32.3 Sundays**

Time worked on Sundays must be paid for at the rate of double time (200%).

### **32.4 Public Holidays**

If required to work on such day an employee must be paid at the rate of double time and a half (250%) for the time worked on the public holiday.

### **32.5 Shifts Overlapping Days**

Where a shift falls partly on a Saturday, Sunday, or public holiday the shift will be regarded as being worked on the day on which the major portion falls.

### **32.6 Broken Shifts**

Employees may be required to work broken shifts. All work performed on any day outside a spread of nine and a half consecutive hours must be paid for at the following rates:

32.6.1 between a spread of nine and a half (9.5) and ten and a half (10.5) hours – time and a half (150%).

32.6.2 after ten and a half (10.5) hours - double time (200%).

### **33 MAXIMUM PENALTY RATES**

- 33.1 Penalty and additional rates prescribed by this Agreement will not be cumulative so as to exceed the maximum of double ordinary rates except where overtime is worked on a broken shift the broken penalty and overtime penalty is cumulative.
- 33.2 Despite the provisions of clause 33.1 the rate of double time and a half (250%) applies for time worked on a public holiday.

### **34 WORKING ON ROSTERED DAYS OFF**

- 34.1 Employees are expected to work on their rostered day off when required, however, an employee may refuse to work on their rostered day off if the request is unreasonable or if their refusal is reasonable as per the National Employment Standards (NES).
- 34.2 Where an employee works on his or her rostered day off the time worked will be paid for at the rate of:
- 34.2.1 double time (200%) if a Saturday or Sunday.
  - 34.2.2 double time and a half (250%) if a public holiday, or.
  - 34.2.3 Time and a half (150%) for the first three (3) hours and double time (200%) thereafter if any other day.
- 34.3 An employee who works on their rostered day off but is absent upon any other day in the same pay period without leave or without a reason for such absence accepted by Adelaide Metro Operations as reasonable, will forfeit all penalty rates prescribed in this clause for working a rostered day off.
- 34.4 The Tram Operations Consultative Committee will monitor the number of employees working on a rostered day off on a regular basis and make recommendations. Adelaide Metro Operations will consider these recommendations when requesting an employee to work on a rostered day off.

### **35 VOLUNTARY OVERTIME**

- 35.1 Voluntary Overtime means that an employee has volunteered to work additional hours.
- 35.2 The Parties and employees acknowledge that the following provisions are inclusive of all conditions pertaining to Voluntary Overtime for employees classified pursuant to this Agreement.
- 35.3 **General Principles**
- 35.3.1 Voluntary overtime work may include Sunday work, Charter work, Tour work and Special Events services and time worked to cover absenteeism on a daily basis.
  - 35.3.2 Voluntary overtime will be offered to any available appropriate employee. If volunteers cannot be found to perform voluntary overtime, Adelaide Metro Operations may require an employee to work reasonable overtime.
  - 35.3.3 Any combination of rostered route service work and voluntary overtime duty will not exceed twelve (12) hours on any one (1) day. This includes paid meal breaks, crib breaks and sign on/off times.

- 35.3.4 Where an employee performs voluntary overtime following a portion of rostered route service work and the total of all time will exceed the five (5) hour limit without a meal break, the employee will be entitled to a minimum thirty (30) minute paid break before undertaking the voluntary overtime.
- 35.3.5 The location of meal breaks taken during voluntary overtime, for other than route service work, will be by negotiation between the employee and Adelaide Metro Operations.
- 35.3.6 A minimum of one (1) hours' payment will apply, at the appropriate rate, when voluntary overtime is coupled with rostered route service work.
- 35.3.7 Employees required to extend their shift by two (2) or more hours after signing on duty shall be entitled to a meal allowance in accordance with clause 24.7.1 and a crib break. The crib break will be taken either in the second portion of the rostered shift or no later than the end of the first hour of overtime.

#### **35.4 New Year's Eve - Payment for Working**

##### **35.4.1 Special Extra New Year's Eve Shifts**

An employee working a 'special' New Year's Eve shift will be paid at the rate of double time and a half (250%) for the whole shift, notwithstanding the part-day public holiday. A 'special' New Year's Eve shift is one that is operated to provide continuous service delivery between the last regular service on New Year's Eve and the first regular service on New Year's Day. The double time and a half (250%) rate is payable for those shifts which finish or commence during the hours where trams would not normally operate.

##### **35.4.2 Ordinary Shifts**

An employee working a shift other than a 'special' New Year's Eve shift on New Year's Eve will be paid the applicable shift payment.

## **PART 5 – LEAVE**

This part will apply to all Tram Operators and Tram Controllers except for clause 49 which will pertain to Tram Operators only. This part does not apply to Customer Service Officers.

### **36 RELATIONSHIP BETWEEN THIS AGREEMENT AND THE NATIONAL EMPLOYMENT STANDARDS (NES)**

- 36.1 The provisions of this Agreement relating to various forms of leave are to be read in conjunction the *Fair Work Act 2009 (Cth)*.
- 36.2 The purpose of the following clauses is to provide a simple summary of the provisions of the Act as they apply to employees covered by this Agreement.
- 36.3 It is not the intention that any provision of this Agreement is to operate in a way that is less favourable to employees than the NES. If any provision of this clause operates in a way that is less favourable to employees than the NES, then the NES shall prevail.

### **37 ANNUAL LEAVE**

- 37.1 An employee is entitled to four (4) weeks paid annual leave per year, which will accrue each month at the rate of 1/13 of ordinary hours worked. Regular part-time employees will accrue an entitlement to Annual Leave on a pro-rata basis based on their ordinary hours of work.
- 37.2 A shiftworker is an employee who is able to be rostered ordinary hours and is regularly rostered to work on Saturdays and/or Sundays, and Public Holidays and is a shiftworker for the purposes of the National Employment Standards in the Act. A shiftworker as defined by this clause will be entitled to five (5) weeks of paid annual leave for each year of service. In this case the additional annual leave will accrue at the rate of 1/52 of ordinary hours worked.
- 37.3 Where an employee with twelve (12) months continuous service is engaged for part of the twelve (12) monthly period as a seven (7) day shift worker, that employee is entitled to have the period of leave prescribed in clause 37.1 increased by half a day for each month he or she is continuously engaged as a seven (7) day shift worker to a maximum of five (5) additional paid days leave.
- 37.4 Annual leave will be taken at times agreed between Adelaide Metro Operations and the employee.
- 37.5 Adelaide Metro Operations must not unreasonably direct an employee to take annual leave or unreasonably refuse a request by an employee to take paid annual leave, unless the request is unreasonable, or the refusal is reasonable.
- 37.6 A day work employee with an annual leave credit of greater than eight (8) weeks may be directed to take leave to reduce their balance to eight (8) weeks.
- 37.7 A shift work employee with an annual leave credit of greater than ten (10) weeks may be directed to take leave to reduce their balance to ten (10) weeks, with the exception of a Tram Controller with an annual leave credit of greater than ten (10) weeks may be directed to take such leave prior to the next entitlement of annual leave becoming due.
- 37.8 Annual leave is payable at an employee's Ordinary Time Rate of Pay (being the applicable ordinary rates described in this Agreement) for the number of ordinary hours the Employee would have worked during the period of annual leave. Annual leave hours paid will be deducted from the Employee's accrued entitlement.

37.9 An employee who, at the time of taking a period of Annual Leave, has been undertaking higher duties immediately prior to the taking of such leave and who will be required to resume the performance of such duties immediately on return to duty, will be paid at the higher rate for the duration of that leave.

37.10 Where practicable, annual leave will be taken in a weekly block from Sunday to Saturday to facilitate efficient rostering. This clause should be read in conjunction with and does not limit the operation of clauses 37.5, 37.6, 37.7, 37.8, and 37.12.

37.11 As per clause 29.4.2(c) an employee is entitled to apply for single days' annual leave once they have 'given away' a shift. Adelaide Metro Operations must approve annual leave taken for this purpose unless the employee has not already taken or will not take three (3) weeks annual leave in that financial year. Single day's annual leave will not count for the calculation of the three (3) weeks annual leave.

### **37.12 Loading on annual leave**

37.12.1 During a period of annual leave an employee will receive a loading calculated on the ordinary base rate of pay as follows:

37.12.1(a) Day workers - employees who would have worked on day work if they had not been on leave - a loading of seventeen and a half percent (17.5%).

37.12.1(b) Shift workers - employees who would have worked on shift work had they not been on leave - a loading of twenty percent (20%).

37.13 Any annual leave accrued but not taken will be paid out on termination of employment in the amount that would have been payable had the employee taken that leave.

37.14 The Parties agree to be bound in respect of allowing continuous shift workers the right to be paid leave loading or to be paid at the rate applicable to the work they would have been rostered to perform during the period of annual leave, whichever is the greater. (Tram Controllers Only)

37.15 Leave loading will be paid on completed months of service. The loading prescribed by this clause on termination will only apply to completed months of pro rata annual leave accruals. (Tram Controller Only).

37.16 An employee with agreement from Adelaide Metro Operations can agree to purchase annual leave in accordance with policy.

## **38 PERSONAL LEAVE**

38.1 An employee is entitled to a total of twelve (12) days paid personal leave, in accordance with this clause, if they are unable to attend work because of a personal injury or illness (Sick Leave), or because they have to care for a member of their immediate family or a member of their household (Carer's leave).

38.2 Personal leave will accrue each month at the rate of seven-point-six (7.6) hours for a full-time employee. Part-time employees will accrue an entitlement to paid personal leave on a pro-rata basis based on their contracted hours of employment.

38.3 An employee is only entitled to personal leave for ordinary hours that they would have been required to work. The hours paid will be debited from the employee's personal credit of paid sick leave.

- 38.4 Subject to clause 38.7 of this Agreement, an employee may be required to produce a medical certificate or a certificate from a health practitioner for any absence taken for personal leave. A medical certificate or a certificate from a health practitioner is not required where the circumstances would make it unreasonable for it to be produced. In this case an employee must provide a statutory declaration that sets out the reason for the absence and why they could not obtain a medical certificate or a certificate from a health practitioner. Failure to provide either a medical certificate or statutory declaration proof may result in non-payment of personal leave.
- 38.5 If an employee is unable to attend work because of injury, illness, or the requirement to take carer's leave they must inform Adelaide Metro Operations as soon as is reasonably practicable and, in any event, prior to the commencement of the shift unless the employee is unable to comply with this requirement due to reasons beyond their control. Such advice must include:
- 38.5.1 the nature of the injury or illness (if known); or
  - 38.5.2 the basis on which carers leave is required; and
  - 38.5.3 the period the employee expects to be away from work.
- 38.6 If it is not practicable for an employee to give prior notice of the absence, the employee must notify Adelaide Metro Operations by telephone at the first opportunity.
- 38.7 An employee may be absent on account of personal leave for periods of up to two (2) working days without the production of a medical certificate or a certificate from a health practitioner. Where an employee is absent from duty for a period in excess of two (2) consecutive working days, the employee will produce a medical certificate or a certificate from a health practitioner covering all days in excess of the two (2) original days.
- 38.8 Where an employee is on personal leave on the day before or after a day or part-day that is a public holiday, they will be required to provide Adelaide Metro Operations with a medical certificate, a certificate from a health practitioner or statutory declaration for that day as per clause 38.4 (Tram Operators only).
- 38.9 Clause 38.7 will not limit a manager requiring an employee to produce a medical certificate or a certificate from a health practitioner for all or any absence on account of personal illness or injury. Such requirement will not unreasonably be imposed and will be subject to discussion between the employee and their manager.
- 38.10 Unused personal leave will accrue from year to year.
- 38.11 Unused personal leave will not be paid out on termination.
- 38.12 In circumstances where an employee has exhausted their paid Carer's leave entitlement, they are entitled to up to two (2) days unpaid Carer's leave for each occasion on which they may have otherwise claimed paid Carer's leave. An employee may also have access to Special Leave with Pay or Special Leave Without Pay as per clause 45; or clause 11 in Appendix 3 (Tram Controllers only).

### **39 SICK LEAVE POOL**

- 39.1 The parties agree to continue the sick leave pool, which provides that employees forgo two (2) days of their personal leave, as defined at clause 38, per year in order to access up to eight-hundred (800) hours of paid leave over the course of their employment in the event that they have exhausted their entitlement to paid personal leave and require to be absent from duty for a period in excess of five (5) consecutive days due to personal illness or injury.
- 39.2 An employee must provide a medical certificate or a certificate from a health practitioner for all time off to access the sick leave pool.
- 39.3 Regular part-time employees will have access to the full eight hundred (800) hours of the leave from the sick leave pool but will have the entitlement paid on a pro-rata basis.

### **40 COMPASSIONATE LEAVE**

- 40.1 An employee is entitled to paid leave for up to two (2) days per occasion when:
- 40.1.1 a member of the employee's immediate family or household:
    - 40.1.1(a) contracts or develops a life-threatening illness; or
    - 40.1.1(b) sustains a life-threatening injury; or
    - 40.1.1(c) dies; or
  - 40.1.2 a child is stillborn, where the child would have been a member of the employee's immediate family, or household, if the child had been born alive; or
  - 40.1.3 the employee, or the employee's spouse or de facto partner, has a miscarriage.
- 40.2 An employee must advise Adelaide Metro Operations as soon as possible of the need to take compassionate leave.
- 40.3 Compassionate leave is non-cumulative.
- 40.4 An employee may be required to produce suitable evidence of the requirement to take and be paid for compassionate leave.
- 40.5 If the occasion of compassionate leave is for an illness or personal injury of a member of the employee's immediate family or household, the employee may take the compassionate leave for that occasion at any time whilst the injury or illness persists.

### **41 LONG SERVICE LEAVE & SKILLS AND EXPERIENCE RETENTION LEAVE**

- 41.1 Employees are entitled to Long Service Leave, and Skills and Experience Retention Leave subject to the qualifying conditions and terms of the Public Sector Act 2009 and the provisions of the applicable Commissioner's Determination as varied from time to time.
- 41.2 During each financial year, an eligible employee will accrue skills and experience retention leave at the rate of 1/3 working day per month of effective service, up to a maximum of four (4) days per year. An eligible employee may apply to take retention leave once the employee has accrued an amount of leave equivalent to one (1) working day. Retention leave must be applied for and taken as a whole working day.
- 41.3 Between 1 July and 31 August each year an employee may elect to convert the retention leave accrued in the preceding financial year to a monetary payment.

- 41.4 To make an election to receive a payment instead of taking the leave, an employee must complete and submit the appropriate form to the relevant agency with responsibility for payroll services by 31 August following the financial year in which the entitlement accrued.
- 41.5 A retention leave entitlement accrued within a financial year must, if not converted into a monetary amount, be taken within five (5) years of the accrual.
- 41.6 Employees are entitled to long service leave subject to the qualifying conditions and terms of the *Public Sector Act 2009* (SA) and the provisions set out in *Commissioner's Determination 3.1: Employment Conditions – Hours of Work, Overtime and Leave* as varied from time to time. (Tram Controllers Only).

## **42 PARENTAL LEAVE**

- 42.1 Employees are entitled to maternity; paternity and/or adoption leave in connection with the birth or adoption of a child.
- 42.2 This Agreement makes provision for the taking of sixteen (16) weeks or twenty (20) weeks paid maternity or adoption leave as part of the basic entitlement to such leave as set out hereunder.

### **42.3 Definitions**

- 42.3.1 For the purpose of adoption leave, 'child' means a child of the employee that is or will be under sixteen (16) when placed with the employee for the purposes of adoption, other than a child or stepchild of the employee or of the spouse of the employee or a child who had previously lived continuously with the employee for a period of six (6) months or more.
- 42.3.2 Subject to this clause, 'spouse' includes a de facto or former spouse.
- 42.3.3 In relation to clause 42.3.1 'spouse' includes a de facto spouse but does not include a former spouse.

### **42.4 Basic entitlement**

- 42.4.1 After twelve (12) months' continuous service, parents are entitled to a combined total of fifty-two (52) weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken, and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.
- 42.4.2 Parental leave is to be available only to one (1) parent at a time except that both parents may simultaneously take:
- 42.4.2(a) for maternity and paternity leave, a period of up to eight (8) weeks at the time of the birth of the child; or
  - 42.4.2(b) for adoption leave, a period of up to eight (8) weeks at the time of placement of the child; and
  - 42.4.2(c) this leave may be taken in separate periods, but, unless the employer agrees, each period must not be shorter than two (2) weeks.

## **42.5 Parental leave and other entitlements**

An employee may, in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued, subject to the total amount of paid and unpaid leave not exceeding one-hundred and four (104) calendar weeks in relation to the employee's child. For the purposes of this clause, child includes children of a multiple birth/adoption.

## **42.6 Variation of Parental Leave approved.**

Where an employee takes leave under this clause, unless otherwise agreed between Adelaide Metro Operations and employee, an employee may apply to Adelaide Metro Operations to change the period of parental leave on one occasion. Any such change is to be notified as soon as possible but no less than four (4) weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement to leave under this clause.

## **42.7 Right to request variation of parental leave approved**

42.7.1 An employee entitled to parental leave pursuant to the provisions of this Agreement may request Adelaide Metro Operations to allow the employee:

42.7.1(a) extend the period of simultaneous unpaid parental leave provided for in clauses 42.4.2(a) and 42.4.2(b) up to a further eight (8) weeks.

42.7.1(b) to extend the period of unpaid parental leave provided for in clause 42.4 by a further continuous period of leave not exceeding twelve (12) months;

42.7.1(c) to request to return from a period of maternity or adoption leave on a part-time basis in accordance with clause 42.17 at the employee's substantive level, until the child reaches school age, to assist the employee in reconciling work and parental responsibilities.

42.7.2 Adelaide Metro Operations shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or Adelaide Metro Operation's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

## **42.8 Employee's request and Adelaide Metro Operation's decision to be in writing.**

The employee's request and Adelaide Metro Operation's decision made under this clause must be recorded in writing.

## **42.9 Maternity leave**

42.9.1 An employee must provide notice to Adelaide Metro Operations in advance of the expected date of commencement of maternity leave. The notice requirements are:

42.9.1(a) if taken from the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) – at least ten (10) weeks; or

42.9.1(b) if taken from a date prior to confinement – at least four (4) weeks.

- 42.9.2 When the employee gives such notice, the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- 42.9.3 An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- 42.9.4 Subject to clause 42.9.1 and unless agreed otherwise between Adelaide Metro Operations and the employee, an employee may commence maternity leave at any time within six (6) weeks immediately prior to the expected date of birth.
- 42.9.5 Where an employee continues to work within the six (6) week period immediately prior to the expected date of birth, or where the employee elects to return to work within six (6) weeks after the birth of the child, Adelaide Metro Operations may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- 42.9.6 Where leave is granted under clause 42.9.4, during the period of leave an employee may return to work at any time, as agreed between Adelaide Metro Operations and the employee provided that the time does not exceed four (4) weeks from the recommencement date desired by the employee.

#### **42.10 Transfer to a safe job**

- 42.10.1 If, in the opinion of a legally qualified medical practitioner:
- (i) illness or risks arising out of a pregnancy; or
  - (ii) hazards connected with the work assigned to the employee make it inadvisable for the employee to continue her present work, then.
- 42.10.2 The Employee must, if Adelaide Metro Operations considers that it is practicable to do so, be transferred to a safe job at the rate and on the conditions of the employee's substantive position until the commencement of maternity leave.
- 42.10.3 If the transfer to a safe job is not considered practicable, the employee is entitled to paid or unpaid no safe job leave, as per the *Fair Work Act 2009* (Cth).
- 42.10.4 Leave approved under this clause is in addition to any period of maternity leave granted.

#### **42.11 Paid maternity Leave and Adoption Leave**

##### **42.11.1 Basic entitlement**

42.11.1(a) An employee who has completed twelve (12) months continuous service immediately prior to the birth of her child, is entitled to sixteen (16) weeks paid maternity leave.

42.11.1(b) An employee who has completed twelve (12) months of continuous service before taking custody of an adopted child is entitled to sixteen (16) weeks paid adoption leave.

42.11.1(c) An employee who, at the time of commencing paid maternity or paid adoption leave, has at least five (5) years continuous service (including any periods of approved unpaid leave) will be entitled to twenty (20) weeks paid maternity/adoption leave.

#### 42.11.2 **Conditions**

The following conditions apply to an employee applying for paid maternity leave or paid adoption leave:

42.11.2(a) An employee will be entitled to the applicable maximum period of leave, paid at the employee's ordinary rate of pay (excluding allowances, penalties, or other additional payments) from the date maternity/adoption leave commences.

42.11.2(b) The period of paid maternity/adoption leave is not to be extended by public holidays, rostered days off, programmed days off or any other leave falling within the period of paid leave.

42.11.2(c) At the time of applying for paid maternity leave or paid adoption leave, the employee may elect in writing:

- (i) To take the paid leave in two (2) periods split into equal portions during the first twelve (12) months of the commencement of their paid leave; or
- (ii) To take the paid leave at half pay in which case, notwithstanding any other clause of this Agreement, the employee will be entitled, during the period of paid leave, to be paid at half the ordinary rate of pay (excluding allowances, penalties, or other additional payments) from the date maternity/adoption leave commences; or
- (iii) A combination of clauses 42.11.2(c)(i) and 42.11.2 (c)(ii).

42.11.3 During periods of paid or unpaid maternity leave, sick leave with pay will not be granted for a normal period of absence for confinement. However, any illness arising from the incidence of the pregnancy may be covered by sick leave to the extent available, subject to the usual provisions relating to production of a medical certificate and the medical certificate indicates that the illness has arisen from the pregnancy.

42.11.4 Regular part-time employees will have the same entitlement as full-time employees but paid on a pro-rata basis according to the average number of ordinary hours during the immediately preceding twelve (12) months (disregarding any periods of leave).

42.11.5 Where both prospective parents are employees covered by this Enterprise Agreement; or if the other prospective parent is an employee of the same agency as the employee who is taking paid leave in accordance with this clause (i.e. the other prospective parent is not covered by this Enterprise Agreement but is employed by the same agency), the period of paid maternity or adoption leave (as applicable) may be shared by both employees, provided that the total period of paid maternity or adoption leave does not exceed the applicable maximum and that the leave is taken in periods of not less than four (4) weeks and has regard to the operational needs of the agency or agencies. Parents who are employees of the same agency but are covered by different Enterprise Agreements may only share a period of paid maternity or adoption leave arising under one (1) or other Enterprise Agreement (i.e. it is not intended that a public sector employee would somehow have access to more than one (1) entitlement to paid maternity or adoption leave in respect of a child/ren). This applies only to Tram Controllers.

42.11.6 The entitlements available to an employee pursuant to the federal *Paid Parental Leave Act 2010* (Cth) (as amended from time to time) or any other federal parental leave scheme will be subject to criteria and eligibility as determined by any such scheme.

#### **42.12 Paternity leave**

42.12.1 An employee will provide to Adelaide Metro Operations at least ten (10) weeks prior to each proposed period of paternity leave:

42.12.1(a) a certificate from a registered medical practitioner which names their spouse, states that she is pregnant and the period of gestation or states the date on which the birth took place, and.

42.12.1(b) written notification of the dates on which he proposes to commencement and finish the period of paternity leave; and

42.12.1(c) except in relation to leave taken simultaneously with the child's mother a statutory declaration stating:

- (i) they will take that period of paternity leave to become the primary caregiver of the child.
- (ii) particulars of any period of maternity leave sought or taken by their spouse; and
- (iii) that for the period of paternity leave they will not engage in any conduct inconsistent with his contract of employment.

42.12.2 The employee will not be in breach of clause 42.12.1 if the failure to give the required period of notice is because of the birth occurring earlier than expected the death of the mother of the child, or other compelling circumstances.

#### **42.13 Adoption leave**

42.13.1 The employee will notify Adelaide Metro Operations at least ten (10) weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

- 42.13.2 Before commencing adoption leave, an employee will provide Adelaide Metro Operations with a statutory declaration stating:
- 42.13.2(a) the employee is seeking adoption leave to become the primary caregiver of the child.
  - 42.13.2(b) particulars of any period of adoption leave sought or taken by the employee's spouse; and
  - 42.13.2(c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- 42.13.3 Adelaide Metro Operations may require an employee to provide confirmation from the appropriate government authority of the placement.
- 42.13.4 Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify Adelaide Metro Operations immediately and Adelaide Metro Operations will nominate a time, not exceeding four (4) weeks, from receipt of notification for the employee's return to work.
- 42.13.5 An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

#### **42.14 Return to work after a period of parental leave.**

- 42.14.1 An employee will notify of their intention to return to work after a period of parental leave at least four (4) weeks prior to the expiration of the leave.
- 42.14.2 An employee will be entitled to the position, which they held immediately before proceeding on parental leave.
- 42.14.3 Where such position no longer exists, but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

#### **42.15 Replacement employees**

- 42.15.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred as a result of an employee proceeding on parental leave.
- 42.15.2 Before Adelaide Metro Operations engages a replacement, employee Adelaide Metro Operations must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

#### **42.16 Communication During Parental Leave**

- 42.16.1 It is a principle of this enterprise agreement that employees on parental leave will, for the purposes of consultation and Appendix 1, be treated the same as if they were at work.
- 42.16.2 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, Adelaide Metro Operations shall take reasonable steps to:

42.16.2(a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

42.16.2(b) 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.

42.16.3 The employee shall take reasonable steps to inform Adelaide Metro Operations about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

42.16.4 The employee shall also notify Adelaide Metro Operations of changes of address or other contact details which might affect Adelaide Metro Operation's capacity to comply with clause 42.16.1.

#### **42.17 Return to Work on a Part-time Basis**

42.17.1 Subject to this clause, an employee is entitled to apply to return to work after maternity or adoption leave on a part-time basis, at the employee's substantive level, until the child reaches school age.

42.17.2 In considering an application under this clause, Adelaide Metro Operations (or delegate) will have regard to both the operational needs of Adelaide Metro Operations and/or the particular business unit, and the employee's circumstances.

42.17.3 The following conditions apply to an employee applying to return on a part-time basis:

42.17.3(a) The employee will provide such request in writing at least six (6) weeks prior to the date on which the employee's maternity or adoption leave is due to expire and will provide to Adelaide Metro Operations (or delegate) such information as may reasonably be required, including the details of the change sought and the reasons for the change.

42.17.3(b) At least six (6) weeks prior to the relevant child reaching school age, the employee will advise Adelaide Metro Operations whether the employee will revert to employment on a full-time basis or seeks to continue to be employed on a part-time basis.

42.17.3(c) An employee's return to work part-time will be on a non-discriminatory basis so as to operate in the same manner as any other employee returning from a period of leave.

### **43 JURY SERVICE**

43.1 Employees who are required for jury service will be allowed time off work to attend as required by the Court.

43.2 Proof of attendance, the duration of attendance and the amount received must be provided by the employee to Adelaide Metro Operations.

43.3 Employees will be paid the difference between the amount paid for such jury service and the amount of wage, including any penalties, they would have received if they had been rostered to work during such jury service period.

#### **44 COMPLETED SERVICE – LEAVE WITHOUT PAY**

- 44.1 An employee who has been absent on leave without pay for more than twenty-two (22) working days (Monday to Friday) in one (1) or more periods in any one (1) financial year (1 July to 30 June), other than approved sick leave without pay, will have their completed months of service adjusted accordingly so as not to include the period for which they were so absent.

#### **45 SPECIAL LEAVE WITH OR WITHOUT PAY**

- 45.1 An employee can apply for special leave with or without pay which forms part of the fifteen (15) days special leave with pay per service year.

- 45.2 The Employer may grant special leave with or without pay in accordance with this clause. This includes special leave with or without pay as it relates to:

- 45.2.1 Additional leave in the form of recreation leave, long service leave, special leave with or without pay or the like may be approved by agreement with the employer subject to the circumstances and requirements of the employee. Should additional special leave with pay be approved, the additional leave forms part of the fifteen (15) days special leave with pay per service year.

#### **45.3 Urgent Pressing Necessity**

- 45.3.1 Special leave with pay may be granted for urgent and pressing necessity (including a traumatic event) to enable an employee to be absent due to a matter of pressing or urgent necessity that requires the personal attention of the employee and cannot reasonably be attended to by the employee outside the employee's hours of duty. Such absences may be due to but not limited to situations involving family members.

- 45.3.2 The criteria for approving such leave is that the employer must be satisfied that it is not practicable or reasonable for alternative arrangements to be made. Further, the employer may have regard to available options to plan for the absence and to use alternate leave arrangements including flexible working arrangements (Individual Flexible Working Arrangements). This leave forms part of the fifteen (15) days special leave with pay per service year.

#### **45.4 Individual Needs and Responsibilities**

This category provides for the employer to consider applications for special leave with pay that cover absences limited to compassionate reasons, cultural and community responsibilities and domestic relocation arrangements. The leave covered by this category forms part of the fifteen (15) days special leave with pay per service year and is detailed below.

- 45.4.1 Access to up to fifteen (15) days of special leave may be granted to employees for cultural leave and community responsibilities including fulfilling community, ceremonial, family, funeral and/or cultural obligations. Additional leave in the form of recreation leave, long service leave or the like may be approved by agreement with the employer to the circumstances and requirements of the employee.

- 45.4.2 Moving House – one (1) day per every three (3) years only. This leave is available where an employee changes residence for personal reasons. If more than one (1) family member is employed by the employer, only one (1) member is to be granted leave on account of a removal. The employer should be satisfied that the removal will require the employee's absence for the greater part of a working day.

45.4.3 Care of a Sick Child who is a Dependant– up to three (3) days in a service year.

- (i) An employee may make an application for special leave with pay for this purpose and may be granted for up to three (3) days in a service year. An employer should be satisfied that it is not practical or reasonable for alternative arrangements to be made. One (1) day's special leave with pay may be granted in cases where a suitable alternative does exist, but it would not be reasonable or practicable to expect it to be immediately available.
- (ii) *South Australian Industrial Relations Commission decision 1591/1996 regarding an application to Vary the Department for Education and Children's Services Enterprise Agreement 1996* provides further explanation on when an employee is able to make an application for special leave with pay in order to care for a sick child who is a dependent. It provides that there is no requirement to use Personal Leave to care for a sick child prior to accessing this type of leave. Such leave is not accumulative from year to year and does not reduce the entitlement to any other form of leave.
- (iii) A sick child means a child who needs direct care and support due to injury or illness. Note: an employee is able to make an application for special leave with pay to care for family member (other than for a dependent child) via "urgent pressing necessity" provisions.

45.4.4 Participation as an Elite athlete

- (i) Elite athletes may be granted special leave with pay, including up to two (2) days travel time if the employee.
  - (a) will compete at an Olympic, Paralympics or Commonwealth games in an eligible sport or.
  - (b) is ranked in the top ten (10) in the world in the in an eligible sport.
  - (c) or is a member of a national or South Australian state team/squad of an eligible sport.
  - (d) or is a coach, official and non-officiating participant in relation to an eligible sport.
- (ii) The relevant sports organisations which determine the range of eligible sports for which elite athletes may be granted special leave with pay comprise those sports listed on the program for the next Olympic, Paralympics, Commonwealth games or their successors and will only be altered in conjunction with any changes made by the respective Games Associations. Current details for the appropriate National or State sports organisation are available from the South Australian Sports Institute or its successor.

- (iii) An employer may approve special leave with pay to elite athletes if they meet the criteria above for the period of peak official competition attendance plus up to two (2) days travelling time for each such attendance. They may also approve up to the equivalent of ten (10) working days special leave with pay per service year for official Commonwealth, Paralympics, or Olympic games (or their successors) lead up camps. An employer also has the discretion to provide support for other training or competitive events by approving additional special leave with or without pay.
  - (iv) An employer may also approve special leave with pay for coaches, officials and non-officiating participants as follows:
    - (a) head coaches, who are entitled to the same entitlements as elite athletes.
    - (b) assistant coaches, umpires, referees, and team managers, who are eligible for leave to attend a peak official national or international sporting competition in an eligible sport; plus, up to two (2) days travelling time for each such attendance. No other special leave with pay is available; and/or
    - (c) escorts for disabled athletes who meet the above criteria for elite athletes who are entitled to the same entitlements as those elite athletes.
  - (v) Applications for special leave with pay must be accompanied by a copy of the official advice from the appropriate Australian (or if appropriate South Australian) body to the employee about the employee's selection as an Australian (or if appropriate South Australian) representative and a copy of the official itinerary or details of the training camps.
  - (vi) Applications for special leave with pay will be required to meet the relevant criteria as listed above. If special leave with pay is requested and the criteria are not met, then the employer may consider granting special leave without pay, recreation leave, long service leave, or retention leave, or allowing the employee to use flexible working arrangements (Individual Flexible Working Arrangements).
  - (vii) In addition, the employer could consider the granting of special leave with pay for individual needs and responsibilities.
- 45.4.4(b) The Employer may approve periods of special leave with or without pay following a period of compassionate leave.
- 45.4.4(c) Access to personal leave does not limit an employee's right to apply for special leave with or without pay.
- 45.4.4(d) This clause cannot provide entitlements to Tram Operations Employees below those provided in the National Employment Standards or in other clauses of this Agreement.

## **46 FAMILY AND DOMESTIC VIOLENCE**

46.1 For the purpose of this clause, family and domestic violence is defined as violent, threatening or other abusive behaviours by one person against another, within an intimate relationship such as marriage, domestic partnerships, cohabitation, dating or within a family including across generations. The behaviours can also be by a close relative of the employee, a member of an employee's household, or a current or former intimate partner of an employee that seeks to coerce or control the employee and causes the employee harm or to be harmful. To avoid doubt, this definition includes behaviour that:

- (a) is physically or sexually abusive; or
- (b) is emotionally or socially abusive; or
- (c) is economically abusive; or
- (d) is threatening or intimidating; or
- (e) is depriving or creates property damage (including pets and other animals).

### **46.2 Family and Domestic Violence Leave**

46.2.1 An employee experiencing family and domestic violence is entitled to fifteen (15) days per year of paid family and domestic violence leave for the purpose of:

- (a) attending legal proceedings, court appearances counselling, appointments with a medical or legal practitioner.
- (b) relocation or making other safety arrangements; or
- (c) other activities associated with the experience of family and domestic violence.

46.2.2 An employee may take paid family and domestic violence leave if:

- (a) they are experiencing family and domestic violence leave; and
- (b) the employee needs to do something to deal with the impact of the family and domestic violence; and
- (c) it is impractical for the employee to do that thing outside the employee's work hours.

46.2.3 In addition, an employee who provides support to a person experiencing family and domestic violence may apply for urgent and pressing necessity.

46.2.4 This leave will be in addition to existing leave entitlements, including special leave with pay and may be taken as consecutive or single days or as a fraction of a day.

46.2.5 Upon exhaustion of the leave entitlement in clause 46.2.1, employees may request other forms of leave available including but not limited to additional special leave with pay available under urgent pressing necessity.

### **46.3 Notice and Evidentiary Requirements**

46.3.1 The employee shall give his or her employer notice as soon as reasonably practicable of their request to take leave under this clause.

46.3.2 If required by the employer, the employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in clause 46.2. Such evidence may include a document issued by:

- (a) the police.
- (b) a court.
- (c) a registered medical practitioner or registered nurse.
- (d) a counsellor trained in providing support to people experiencing the effects of domestic/family violence.
- (e) an employee assistance program; or
- (f) a family violence support service.

46.3.3 The employer must ensure that any personal information provided by the employee to the employer concerning an employee's experience of family and domestic violence is kept confidential. In order to maintain confidentiality, the leave may be requested, approved and recorded in such circumstances as 'urgent pressing necessity'.

#### 46.4 Individual Support

46.4.1 The employer may approve appropriate flexible work arrangements including:

- (a) a temporary change to a work location.
- (b) change in work pattern or part time work arrangements; and/or
- (c) a change to the employee work phone and email address.

46.4.2 An employee that discloses to their employer that they are experiencing domestic violence will be offered:

- (a) access to the Employee Assistance Program; and
- (b) regular check ins from their employer following the disclosure meeting.

#### 46.5 Workplace Safety

46.5.1 The employer will consult their domestic violence workplace risk plan (or equivalent documentation) to assess the risk to the employee, other staff, and the workplace.

46.5.2 The employer can initiate security arrangements such as escorting the employee to and from their car before and after work or the use of cab charges to ensure the safety of an employee arriving or leaving the workplace.

46.5.3 Where an abusive person attends at the employee's workplace or otherwise threatens or harasses an employee at the workplace, the appropriate authorities should be advised immediately.

## **47 EMERGENCY SERVICES AND DEFENCE FORCE LEAVE**

47.1 An employee can apply for special leave with pay for emergency services including community service, as follows:

47.1.1 fifteen (15) days special leave with pay per service year.

47.1.2 Special leave covered by this category forms part of the fifteen (15) days special leave with pay per service year as per clause 45.1.

47.2 Emergency services including community service.

Employers are encouraged to grant special leave with pay to an employee to undertake duties as a volunteer member of an emergency service or community organisation, such as:

- (a) St John Ambulance Australia.
- (b) SA Ambulance Service.
- (c) State Emergency Service South Australia.
- (d) Country Fire Service; or
- (e) their successors.

47.3 Employees engaged in duties, a role or position or particular task that is/are urgent or essential may not be released to perform emergency and other community service if the employer considers that the absence will adversely affect the work of the public sector agency.

47.4 Leave may be granted to an employee to permit them to attend training courses for emergency services and emergency management activities, provided that:

- (a) the employee is nominated by the emergency and other community service organisation.
- (b) the chief executive of the emergency and other community service organisation approves the nomination and informs the employer in writing of the name of the nominated employee, the proposed training to be undertaken and the period during which it is to be held.
- (c) no expenses (apart from the employee's salary) are to be borne by the public sector agency; and
- (d) the amount of special leave with pay for emergency and other community services training does not exceed the equivalent of ten days in a service year.

47.5 Special leave may be granted to employees for emergency service calls, provided that:

- (a) the emergency or other community service organisation subsequently confirms in writing that the employee was required for emergency duty, the period for which the services of the employee were required in that emergency, and the "call-out" fee (if any) which was paid to the employee.
- (b) far as is practicable, the employee returns to work if the emergency duty ceases before the end of normal rostered hours.

47.6 An employee who has been engaged on such emergency work for a period of at least eight (8) hours, is entitled upon the cessation of such work and prior to the resumption of normal duties, to a clear break of eight (8) hours without loss of pay for ordinary working time occurring during such a break.

Any reasonable period of additional time off (for recuperation etc.) for which special leave with pay has not been approved can be taken by utilising flexible working arrangements (including Individual Flexible Working Arrangements), recreation, retention leave or long service leave (if available), or leave without pay, at the choice of the employee.

47.7 "Standby" duty of an employee who is a volunteer member of the Country Fire Service or State Emergency Service SA is to be regarded as an emergency service call. Employees entitled to a "call-out" fee during a period of time off as special leave with pay set out above will be paid the difference between the employee's salary and the "call-out" fee (if any) paid by the community service organisation.

#### 47.8 Defence Reserves Leave

Defence Service means service in a part of the Defence Force Reserves, including ordinary reserve service (e.g., training) and voluntary continuous full time service.

47.8.1 An employee who is a member of the Defence Reserves (Reservists) is entitled to special leave with full pay, as follows:

(a) up to the equivalent of twenty (20) working days paid leave in a twelve (12) month period; and

(b) up to the equivalent of an additional ten (10) working days paid leave in the first year of service as a reservist.

47.8.2 An application by an employee for Defence Reserves leave must be accompanied by a Training Notice or other relevant authorisation from the Department of Defence.

47.8.3 Employees will give as much notice as possible for their Defence Service obligation. In some instances, a Reservist may be called upon with little or no notice and must be released as per the applicable Commonwealth act.

47.8.4 Any leave required for Defence Reserves in excess of the above would normally be taken as leave without pay. Note that during a period of special leave with pay, a reservist employee may be paid by both the public sector agency employing them and the Defence Reserves, but for any period of leave without pay, only by the Defence Reserves.

47.8.5 The employer must not compel the employee to use any type of paid or unpaid leave during the period of service if stated in the call out order issued under section 28 of the Defence Act 1903 (or pursuant of replacement acts).

47.8.6 Pursuant to the applicable Commonwealth act, employers, including public sector agencies must protect the employment status and entitlements of the Reservist employee while absent on Defence Reserves Service.

## **48 BLOOD DONOR LEAVE**

An employee may be granted a period of special leave with pay for reasonable travelling and attendance time to enable them to meet a request by the Australian Red Cross Blood Service to visit a blood-taking centre for the purposes of donating whole blood, blood plasma or platelets. Organisational requirements and the necessity of the request during work hours will need to be considered.

- 48.1 The donation of whole blood may be required every twelve (12) weeks, and the whole donation process takes approximately one (1) hour.
- 48.2 The donation of blood plasma may be required on a fortnightly or monthly basis, and the whole donation process takes approximately one (1) hour.
- 48.3 The donation of platelets may be required on a fortnightly or monthly basis and the whole donation process takes approximately two (2) hours.
- 48.4 For the purposes of blood donor leave, part time employees are entitled to the same amount of special leave with pay as are full-time employees.

## **49 PUBLIC HOLIDAYS**

- 49.1 This clause only pertains to Tram Operators
- 49.2 Employees under this Agreement are entitled to the following public holidays, and part-day public holidays without loss of pay:
  - 49.2.1 New Year's Day, Australia Day, Good Friday, Day after Good Friday (Easter Saturday), Easter Monday, Anzac Day, Adelaide Cup Day, Sovereign's Birthday, Labour Day, Christmas Day, Proclamation Day, Christmas Eve (part-day), and New Year's Eve (part-day).
- 49.3 In addition, employees are entitled without loss of pay to any other day, or part-day, duly proclaimed to be a public holiday in the State of South Australia.
- 49.4 Whenever a public holiday or part-day public holiday falls on an employee's ordinary working day, the employee may be stood down on such day without loss of pay. Where the major portion of a shift falls on a full-day public holiday it will be regarded as a public holiday shift.
- 49.5 An employee may refuse the request to work a public holiday shift if the request is not reasonable or if the refusal is reasonable. However, the Parties recognise that there is generally a need for public holiday shifts to be included on the roster and agree that any roster which includes such shifts is considered reasonable.
- 49.6 An employee not rostered to work between 7:00pm and midnight (other than an employee who has exercised their right not to work on a part-day public holiday if the request to work is not unreasonable or the refusal is reasonable as provided for in the NES) will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.
- 49.7 Subject to clause 49.4, an employee who works any hours between 7:00pm and midnight on a part-day public holiday will be entitled to the applicable public holiday penalty rate for those hours worked.
- 49.8 Where a public holiday falls between Monday and Friday inclusive and an employee does not work on such day because it is a rostered day off, the employee will receive seven (7) hours thirty-six (36) minutes pay at ordinary rates in respect of each full-day public holiday.

- 49.9 Where an employee may be rostered to work ordinary hours between 7:00pm and midnight on a part-day public holiday, but as a result of having a rostered day off does not work, the employee will be taken to be on a public holiday for those hours and paid their ordinary rate of pay for those hours.
- 49.10 Where a public holiday other than a part-day public holiday falls during the period of an employee's annual leave, the employee will be taken not to be on annual leave and will be paid for their ordinary rate of pay for such hours.
- 49.11 Where a part-day public holiday falls during the period of an employee's annual leave, the employee will be taken not to be on annual leave between the hours of 7:00pm and midnight that they would have otherwise been rostered to work and will be paid for their ordinary rate of pay for such hours.
- 49.12 Public Holidays occurring in periods of Special Leave without Pay or Unpaid Parental Leave
- 49.12.1 Where special leave without pay or unpaid parental leave is granted for periods of up to four (4) weeks, any full-day Public Holidays that fall within such a period are to be granted with pay (base rate at ordinary hours). Where the special leave without pay or parental leave exceeds four (4) weeks, no payment for any Public Holidays, irrespective of where they may fall, is to be made.
- 49.12.2 Where special leave without pay or unpaid parental leave is granted for periods of up to four (4) weeks, any part-day Public Holidays that fall within such a period are to be granted with pay (base rate at ordinary hours) where the employee would have been rostered ordinary hours between 7:00pm and midnight.
- 49.13 Substitution of certain public holidays which fall on a weekend.
- 49.13.1 Public holiday's falling on a weekend will be substituted in accordance with the *Holidays Act 1910 (SA)*.

## **PART 6 – WORKPLACE CONSULTATION AND DISPUTE RESOLUTION**

This part will apply to all employees with the exception of clause 51 that applies to Tram Operators and Tram Controllers Only.

### **50 CONSULTATION**

50.1 This term applies if the employer:

50.1.1 has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on the employees; or

50.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.

#### **Major change**

50.2 For a major change referred to in paragraph 50.1.1:

50.2.1 the employer must notify the relevant employees of the decision to introduce the major change; and

50.2.2 sub-clauses 50.3 to 50.9 apply.

50.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

50.4 If:

50.4.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

50.4.2 the employee or employees advise the employer of the identity of the representative.

the employer must recognise the representative.

50.5 As soon as practicable after making its decision, the employer must:

50.5.1 discuss with the relevant employees:

50.5.1(a) the introduction of the change; and

50.5.1(b) the effect the change is likely to have on the employees; and

50.5.1(c) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

50.5.2 for the purposes of the discussion—provide, in writing, to the relevant employees:

50.5.2(a) all relevant information about the change including the nature of the change proposed; and

50.5.2(b) information about the expected effects of the change on the employees; and

50.5.2(c) any other matters likely to affect the employees.

50.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

50.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

50.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph 50.2.1 and sub-clauses 50.3 and 50.5 are taken not to apply.

50.9 In this term, a major change is likely to have **a significant effect on employees** if it results in:

50.9.1 the termination of the employment of employees; or

50.9.2 major change to the composition, operation, or size of the employer's workforce or to the skills required of employees; or

50.9.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

50.9.4 the alteration of hours of work; or

50.9.5 the need to retrain employees; or

50.9.6 the need to relocate employees to another workplace; or

50.9.7 the restructuring of jobs.

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

50.10 For the purposes of this clause, 'regular' means the normal day(s) and shifts that the employee would usually work up until the point of the proposed change. Consultation is not required under this clause in respect to roster changes that are consistent with usual rostering practices.

50.11 For a change referred to in paragraph 50.1.2:

50.11.1 the employer must notify the relevant employees of the proposed change; and

50.11.2 sub-clauses 50.11 to 50.15 apply.

50.12 The relevant employees may appoint a representative for the purposes of the procedures in this term.

50.13 If:

50.13.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

50.13.2 the employee or employees advise the employer of the identity of the representative.

the employer must recognise the representative.

50.14 As soon as practicable after proposing to introduce the change, the employer must:

50.14.1 discuss with the relevant employees the introduction of the change; and

50.14.2 for the purposes of the discussion—provide to the relevant employees:

50.14.2(a) all relevant information about the change, including the nature of the change; and

50.14.2(b) information about what the employer reasonably believes will be the effects of the change on the employees; and

50.14.2(c) information about any other matters that the employer reasonably believes are likely to affect the employees; and

50.14.3 invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

50.15 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

50.16 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

50.17 In this term:

*relevant employees* mean the employees who may be affected by a change referred to in sub-clause 50.1.

## **51 CONSULTATION - TRAM OPERATIONS CONSULTATIVE COMMITTEE**

51.1 The Tram Operations Consultative Committee will operate as a mechanism for democratic employee involvement in maximising the flexibility of the workforce and for ensuring that Depot working patterns and arrangements enhance flexibility and the efficiency of Adelaide Metro Operations. The Tram Operations Consultative Committee may consider, but are not limited to considering, the following:

- job redesign including multi-skilling.
- development of a "team" culture in semi-autonomous work groups.
- time tabling.
- principles of rostering and scheduling options including fatigue management, whilst acknowledging the need to minimise the number of rostered changes during the period of operation of this Agreement.
- increase in patronage.
- business efficiency.
- innovation.
- assigning of work.
- community liaison.
- delivering quality service.
- attendance management; and
- Charter arrangements for Heritage Trams and employees maintaining applicable competencies in support of those arrangements.

51.2 The Tram Operations Consultative Committee will comprise of:

- A minimum of three employees classified pursuant to this Agreement and elected by their peers.
- An RTBU nominee; and
- Management representatives.

51.3 The Parties acknowledge a commitment to workplace reform and Driver participation.

51.4 Any future Depot changes will consider recommendations from the Tram Operations Consultative Committee in conjunction with the Parties.

51.5 The Tram Operations Consultative Committee will work with the Work Health and Safety Committee to promote and reach best practice/safe working arrangements.

51.6 Employees shall be informed of the outcomes and decisions of all Tram Operations Consultative Committee meetings as soon as practicable after the meeting has occurred.

- 51.7 Should Adelaide Metro Operations decide to introduce a major change to its operations that is likely to have significant change on the workforce- including but not limited to changes to the composition, size and skills required of its employees, the location of employment and possible job losses - the Tram Operations Consultative Committee will be used as a mechanism for consultation with the affected employees.
- 51.8 Nothing in this clause can preclude or otherwise inhibit any consultation or communication between Adelaide Metro Operations and individual employees as provided for in clause 50 – Consultation, or Appendix 1 - Redeployment, Retraining and Redundancy.
- 51.9 Adelaide Metro Operations will also introduce a roster committee within 90 days from the ratification of the Agreement to consult on master roster changes.

## **52 RESOLVING WORKPLACE CONCERNS OR DISPUTES**

- 52.1 Any industrial dispute or matter likely to create an industrial dispute arising under this Agreement or the National Employment Standards should be dealt with in the following manner:
- 52.2 The Parties to the Agreement are obliged to make every endeavour to facilitate the effective functioning of these procedures.
- 52.3 In the event of a grievance or the commencement of a process relating to alleged misconduct or any other similar matter that results in a disciplinary outcome, it is accepted that procedural fairness and natural justice principles must apply at all times, including the right of an employee to be represented by their union.
- 52.4 The employee or employee representative should discuss any matter affecting an employee with the supervisor in charge of the section or sections in which the dispute or likely dispute exists.
- 52.5 If the matter is not resolved at this level the employee or employee representative should ask for it to be referred to an appropriate manager who shall arrange a conference to discuss the matter. If requested by the manager, the subject of the dispute shall be put in writing, so far as is reasonably practicable.
- 52.6 The consultation process as prescribed in clause 52.4 shall be commenced within 48 business hours of the dispute or likely dispute having been indicated, or within such longer or shorter period as may be agreed by the Parties.
- 52.7 If a matter cannot be resolved when the above referred to procedures have been availed of, the Parties should enter into consultation at a higher level on both sides, as the Parties consider appropriate.
- 52.8 At any stage in the procedures after consultation between the Parties has taken place in accordance with the procedure, either party may request and be entitled to receive a response to its representations within five working days.
- 52.9 If a dispute arising from any industrial matter, including a dispute arising under this Agreement or the National Employment Standards is unable to be resolved at the workplace, and all agreed steps for resolving it have been exhausted, the dispute shall be referred to the Fair Work Commission for resolution by mediation and/or conciliation and if necessary, arbitration.
- 52.10 If arbitration is necessary the Fair Work Commission may exercise the procedural powers in relation to hearings, witnesses, evidence, and submissions which are necessary to make the arbitration effective, in accordance with the provisions of the Fair Work Act 2009 (Cth).

- 52.11 Any dispute referred to the Fair Work Commission under this clause should be dealt with by a member nominated by either the head of the relevant panel or the President.
- 52.12 The decision of the Fair Work Commission will bind the Parties, subject to either party exercising a right of appeal against the decision.
- 52.13 It is a term of this Agreement that except where there is a genuine health or safety concern, the status quo existing immediately before the matter giving rise to the dispute will remain while the dispute resolution procedure is being conducted.

### **53 WORKPLACE REPRESENTATIVES & TRADE UNION TRAINING**

- 53.1 Upon written advice from the relevant Union Secretary/Branch Secretary that a member has been elected as a union Workplace Representative or Union Delegate, Adelaide Metro Operations shall recognise that employee as being accredited by the relevant Union for the purpose of representing the industrial interests of the relevant Union's members at the workplace.
- 53.2 An employee who is recognised as being accredited by the relevant Union in accordance with clause 53.1 may be granted time off with pay at ordinary rates for up to a maximum of ten (10) working days during two calendar year to attend accredited trade union training courses.
- 53.3 Approval is confined to attendance at trade union training courses aimed at promoting sound industrial relations in the workplace and ensuring adherence to this Agreement and is subject to the operational requirements of Adelaide Metro Operations.
- 53.4 Workplace representatives or union delegates required to attend their Union's branch or national meetings may be granted reasonable unpaid leave of absence as per clause 45 and Appendix 4, clause 11 (Tram Controllers only). Where such leave is required, the Union shall advise Adelaide Metro Operations in advance in writing the name(s) of the employee(s) and the duration of the absences.
- 53.5 Adelaide Metro Operations will not unreasonably withhold consent for leave under this clause. Adelaide Metro Operations retains the right to withdraw consent for such leave should circumstances arise that require the representative to return to their appointed position.
- 53.6 Leave of absence will be granted to not more than two members of any Union party to this Agreement required to attend any industrial proceedings under the provisions of the Fair Work Act 2009 (Cth).
- 53.7 Union delegates may request reasonable paid time subject to operational requirements, to prepare for and attend worksite related meetings or attend to member's issues in support of the enterprise agreement and to promote industrial harmony in the workplace.

## **PART 7 – OTHER MATTERS**

### **54 SALARY PACKAGING ARRANGEMENTS – this clause will apply to all employees.**

- 54.1 This clause applies for the period an employee enters into a Salary Sacrifice Agreement (SSA). An SSA is a written, formal administrative instrument between Adelaide Metro Operations and the employee which enables salary packaging arrangements to be put in place.
- 54.2 Subject to this clause, the salary payable to an employee, or applicable to a position where the occupant elects to enter into an SSA, pursuant to this Agreement will be the salary payable under the SSA, notwithstanding any other provision in this Agreement.
- 54.3 Any entitlement to payment of overtime, leave loading or shift allowance will be based on the salary that would have been payable had the employee not entered into an SSA.
- 54.4 Where, on cessation of employment, Adelaide Metro Operations makes a payment in lieu of notice; or a payment in respect of accrued recreation or long service leave entitlements (instead of transferring leave credits to another SA public sector employer in the event the employee immediately becomes employed by that employer party), the payment thereof shall be based on the salary that would have been payable had the employee not entered into a SSA.

### **55 SUPERANNUATION – this clause will apply to all employees.**

- 55.1 Employer funded superannuation contributions will be made in accordance with the relevant federal legislation into Adelaide Metro Operations' designated default fund OR into a fund nominated by the employee that complies with the relevant federal legislation.

### **56 COMPETENCY BASED TRAINING AND ASSESSMENT- this clause will apply to all employees.**

- 56.1 The Parties recognise the achievement of objectives relating to safety, customer service, productivity, and quality require a skilled and motivated workforce.
- 56.2 The program concentrates on customer service; communication and team working skills; operational and technical competencies; Adelaide Metro Operations contract knowledge and understanding; rail safety accreditation and quality certification knowledge and skills for all levels of Tram Operations employees.
- 56.3 Adelaide Metro Operations will continue to use a competency-based training and assessment method which may lead to an applicable nationally recognised qualification, recognising that Adelaide Metro Operations and its employees have a shared responsibility for competency achievement and maintenance.
- 56.4 Training and assessment can be conducted by a variety of methods, including:
- classroom based.
  - on the job.
  - off the job.
  - computer based.
  - self-paced; and other as deemed appropriate.

- 56.5 Adelaide Metro Operations and/or appropriate training providers will provide the training and assessment.
- 56.6 Where Senior Tram Operators are required to deliver training, they will be paid what would have been their rostered shift had they not been required to deliver that training.
- 56.7 An employee performance and development review system will be continued by the Parties throughout the life of this Agreement.
- 56.8 It is the Rail Commissioner's intention that employees will undertake a number of nationally accredited training modules leading to a relevant nationally recognised qualification of Certificate III level. It is likely that this will not be fully achieved during the life of this Agreement, however, the underpinning infrastructure will be established during the life of this Agreement. Wherever possible, employees will receive training that entitles them to receive a relevant nationally recognised qualification of Certificate IV level. (Tram Controllers only)
- 56.9 Where an employee is undertaking a Certificate III course relevant to their role at Adelaide Metro Operations, the Employer will cooperate and compile relevant information for any RTO on behalf of an employee. An employee will be able to take annual leave for the purposes of attending training and it will not be unreasonably refused by Adelaide Metro Operations. The cost of any training will be met by the employee.

**57 EMPLOYEE COSTS - this clause will apply to all employees.**

The employee will not incur any costs for any mandatory course required to be completed by Adelaide Metro Operations. In the event fees are required to be paid for accreditation purposes for individual employees, the employee will not incur the cost unless otherwise specified (unless specified above in clause 56.9).

**58 QUALITY & CONTINUOUS IMPROVEMENT - this clause will apply to all employees.**

- 58.1 The Parties acknowledge the importance of the safety and quality management system and will continue to support it.
- 58.2 The Parties to this Agreement are committed to work together to improve efficiency, productivity, and quality in order to achieve benchmarks established for Tram Operations.
- 58.3 As part of the commitment to continuous improvement, the employees, the RTBU and Adelaide Metro Operations agree to implement a process of continuous improvement. This can be achieved by a willingness to participate in and trial continuous improvement initiatives.
- 58.4 Any new cost saving efficiency or productivity gain achieved during the life of this Agreement, and which are not already articulated in this Agreement, will be recognised as forming a starting point for negotiations in the next Agreement to be negotiated upon expiry of this one. Any such new efficiency and productivity gains are to be monitored via the consultative group.

## **59 FLEXIBILITY TERM**

- 59.1 Adelaide Metro Operations 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:
- 59.1.1 the agreement deals with one or more of the following matters:
    - 59.1.1(a) arrangements about when work is performed; or
    - 59.1.1(b) forms of employment (i.e. full-time/part-time); and
  - 59.1.2 the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters raised at clause 59.1.1; and
  - 59.1.3 the arrangement is genuinely agreed to by the employer and employee.
- 59.2 Adelaide Metro Operations must ensure that the terms of the individual flexibility arrangement are about permitted matters under section 172 of the Fair Work Act 2009 (Cth), are not unlawful terms under section 194 of the Fair Work Act 2009 and result in the employee being better off overall than the employee would be if no arrangement was made.
- 59.3 Adelaide Metro Operations must ensure that the individual flexibility arrangement is in writing and includes the name of the employer and employee and 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.
- 59.4 Adelaide Metro Operations must ensure that the individual flexibility arrangement includes details of the terms of the enterprise agreement that will be varied by the arrangement, how the arrangement will vary the affect of the terms; and 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.
- 59.5 Adelaide Metro Operations must ensure that the individual flexibility arrangement states the day on which the arrangement commences.
- 59.6 Adelaide Metro Operations must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 59.7 Adelaide Metro Operations or an employee may terminate the individual flexibility arrangement by giving no more than 28 days written notice to the other party to the arrangement or if The Rail Commissioner and the employee agree in writing – at any time.

## **60 WORK VALUE ASSESSMENTS – NEW ROLLING STOCK AND TRAM LINES**

- 60.1 A work value assessment will be undertaken to determine possible difference in work value due to the operation of:
- New rolling stock (which is different to current types of rolling stock); and/or
  - New tram lines.
- 60.2 Review Scope and Guidelines
- 60.2.1 A work value assessment for new rolling stock will commence six (6) months from the date the new rolling stock comes into operation.

- 60.2.1(a) If further new rolling stock are planned to come into operation before the nominal expiry date of this agreement (30 June 2026), Adelaide Metro Operations and RTBU may agree to postpone the work value assessment to begin six (6) months after the further new rolling stock come into operation.
  - 60.2.1(b) Adelaide Metro Operations and RTBU may also agree for a work value assessment to occur at another time within the life of this agreement if necessary.
  - 60.2.1(c) Neither Adelaide Metro Operations nor RTBU will unreasonably refuse a request made under clauses 60.2.1(a) and/or 60.2.1(b) if the request is reasonable.
- 60.2.2 A work value assessment for any new tram lines that come into operation on or after the approval of this enterprise agreement will commence six (6) months from the date the new tram lines come into operation.
- 60.2.2(a) If further new tram lines are planned to come into operation before the nominal expiry date of this agreement (30 June 2026), Adelaide Metro Operations and RTBU may agree to postpone the work value assessment to begin six (6) months after the further new tram lines come into operation.
  - 60.2.2(b) Adelaide Metro Operations and RTBU may also agree for a work value assessment to occur at another time within the life of this agreement if necessary.
  - 60.2.2(c) Neither Adelaide Metro Operations nor RTBU will unreasonably refuse a request made under clauses 60.2.2(a) and/or 60.2.2(b) if the request is reasonable.
- 60.2.3 The work value assessments at clause 60.1 will assess the difference in work value for all classifications between:
- 60.2.3(a) the work value of the classification before the new rolling stock and/or tram lines came into operation; and
  - 60.2.3(b) the work value of the classification after the new rolling stock and/or tram lines come into operation.
- 60.2.4 The work value assessments will be undertaken by an assessor to be agreed between Adelaide Metro Operations and the RTBU.

### 60.3 Outcomes

- 60.3.1 The assessor will make recommendations to Adelaide Metro Operations and RTBU in relation to whether a rate of pay adjustment is recommended for a classification and the quantum of that adjustment. The assessor will set out the reasons for that recommendation and support that by reference to their detailed report findings.
- 60.3.2 The assessor may recommend a different adjustment for different classifications.
- 60.3.3 An adjustment to the wages of the applicable classification or classifications in this Agreement will be made where the following criteria are satisfied:

60.3.3(a) the assessor recommends an adjustment to the rate of pay in this Agreement for the applicable classification based on their assessment of each classification; and

60.3.3(b) the wage adjustment is agreed to by both Adelaide Metro Operations and the RTBU (agreed wage adjustment). The Parties may agree to a quantum of wage adjustment other than the recommended wage adjustment.

60.3.4 The work value assessment increase in clause 60.3.3 will:

60.3.4(a) be rounded to the nearest half number. For example:

Work value assessment increase	Recommended wage increase
0% - 0.25%	0%
0.26% - 0.75%	0.5%
0.76% - 1.25%	1%

60.3.4(b) will operate from the first full pay period on or after the date the new rolling stock and/or tram lines begin operating in a regularly timetabled service.; and

60.3.4(c) will be given effect to through a Memorandum of Understanding between Adelaide Metro Operations and the RTBU, the effect of which will be incorporated into any successor Agreement.

60.4 Regardless of the outcome of the work value assessment(s), an employee's wage cannot be less than that provided by clause 24.1.

60.5 This clause is taken to be excluded from the No Extra Claims clause in this Agreement.

## **61 INJURY AND INCOME PROTECTION**

Additional income and injury protection will apply to employees in accordance with the Income and Injury Protection Principles set out at Appendix 2 of this Agreement, where entitlements under the *Return to Work Act 2014* (SA) have ceased.

**SIGNATORY PAGE**



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Paul Burns  
General Manager Torrens Connect  
75 Maxwell Terrace, Glengowrie SA 5044  
Employer

19/12/2023

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Date



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Darren Phillips  
Branch Secretary  
Australian Rail Tram and Bus Union – South Australia and Northern  
Territory Branch  
Ray Hancox House, 63 Ledger Road, Beverley SA 5009  
Union Bargaining Representative

20-12-2023

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Date

## APPENDIX 1 – REDEPLOYMENT, RETRAINING AND REDUNDANCY

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This Appendix applies to all Parties bound by the Agreement.

### **Application**

This Appendix will only apply when the Employees bound by this Agreement are transferred to employment with the South Australian Government.

### **Objectives**

The objective of this Appendix is to ensure that proper consultation occurs between the Rail Commissioner, employees and the Australian Rail Tram and Bus Industry Union (RTBU) regarding changes in workforce composition.

The Parties acknowledge that:

- Redeployment and retraining is the preferred approach to workforce reductions.
- Forced redundancies should only be used as a last resort.
- With the exception of consultation regarding changes to workforce composition, these arrangements will apply to employees who, in the event of outsourcing or privatisation of Tram Operations (or part thereof), do not transfer to the new business under Transfer of Business arrangements under the *Fair Work Act 2009 (Cth)*.
- Where there is a need for genuine redundancies, employees must be offered a Voluntary Separation Package (VSPs); and
- Any reduction in staffing levels should be achieved by:
  - Restricting the use of temporary contracts.
  - Natural attrition; and
  - Voluntary Separation Packages.

The Parties further acknowledge that changes to staffing levels, including the offering of VSPs, may have a significant effect on employees because it has the potential to lead to, amongst other things:

- The alteration in required skills of ongoing employees and potential retraining.
- The alteration of workloads and/or hours of work for ongoing employees.
- The potential diminution of job opportunities or promotional opportunities; and
- The possible redeployment of employees.

Nothing in this Appendix is intended to remove or limit the operation of Clause 52 – Resolving Workplace Concerns or Disputes contained in the Agreement.

## Procedure

### 1. SERIOUSLY CONSIDERING CHANGES TO WORKFORCE COMPOSITION

#### 1.1 Notification

1.1.1 When the Rail Commissioner is seriously considering changes to workforce composition, including calling for employees to express an interest in VSPs or potentially forced redundancies, the Rail Commissioner will notify the affected employees and the RTBU in writing of the intention. The notification will include (but not be limited to):

- (a) The reason the Rail Commissioner is considering changes to workforce composition.
- (b) The affected work/process/service delivery.
- (c) The affected department/location/worksite/unit.
- (d) The number and classifications of positions including (but not limited to) changes in position duties and/or responsibilities/tasks/workload.
- (e) In the event of privatisation or outsourcing, applicable Transfer of Business arrangements under the *Fair Work Act 2009 (Cth)*.
- (f) Any relevant information regarding potential effects of staffing changes on continuing employees, including changes to existing practices and/or changes that the Rail Commissioner considers necessary.
- (g) Any known potential redeployment and job vacancy options.
- (h) Data regarding the use of existing temporary employees and steps taken to reduce the use of temporary employees; and
- (i) Any other relevant information.

1.1.2 The Rail Commissioner agrees to genuinely consider in good faith any feedback provided by employees and the RTBU. The Rail Commissioner agrees to take all reasonable steps to mitigate adverse effects such as reducing, where practicable, the use of temporary employees.

1.1.3 The Rail Commissioner will provide the RTBU with not less than fourteen (14) days or as otherwise agreed to respond to written notification.

1.1.4 Where the total number of positions affected may be twenty percent (20%) or more of the FTE at the worksite, the Rail Commissioner will facilitate reasonable paid time for meeting(s) between employees and the RTBU.

1.1.5 Where the RTBU respond to the written notification or requests for further information, The Rail Commissioner will respond within fourteen (14) days or as otherwise agreed.

#### 1.2 Meetings with Union

1.2.1 The Parties agree to meet and seek to reach agreement on the proposed changes to workforce composition, as soon as practicable after step 1.1 has been completed (unless otherwise agreed).

- 1.2.2 The Rail Commissioner will give genuine consideration to matters raised by the RTBU including any proposals to mitigate any adverse effects and any other proposals to avoid the redundancy (for example, job swaps where employees may wish to swap roles).
- 1.2.3 Where any issues remain unresolved following further consultation, either party may utilise clause 52 – Resolving Workplace Concerns or Disputes in the Agreement, including by referring the matter to the Fair Work Commission, noting however that the Commission will not be empowered to make any order having the effect of determining the composition of the workforce.
- 1.2.4 The Parties agree to maintain the status quo whilst the matter remains in dispute.

### 1.3 Identification of new workforce composition

- 1.3.1 Prior to calling for expressions of interest (EOI), the proposed new workforce composition (i.e., full-time equivalent required to undertake the required duties) must have been identified in accordance with consultative processes set out in 1.1 and 1.2 and following any Transfer of Business arrangements applicable under the Fair Work Act 2009 (Cth). The Rail Commissioner will then confirm in writing the new workforce composition to the affected employees and the RTBU.
- 1.3.2 The Rail Commissioner cannot use the EOI process to inform/decide what the new workforce/change may be.

## 2. VOLUNTARY SEPARATION PROCESS

### 2.1 Call for Expressions of Interest (EOIs) for Voluntary Separation Packages (VSP)

- 2.1.1 The Rail Commissioner will only call for EOIs after the number of genuinely redundant positions has been determined in accordance with the consultation requirements outlined above and following any Transfer of Business arrangements applicable under the Fair Work Act 2009 (Cth), unless otherwise agreed.
- 2.1.2 The Rail Commissioner will write to employees (i.e., permanent/ongoing employees) in work sites affected by the proposed change requesting EOIs for VSPs. The request will, at a minimum, be sent to employees working in the positions identified as no longer required (i.e., determined to be excess/redundant).
- 2.1.3 The call for EOIs for VSPs will have a specified closing date and will be open for not less than twenty-one (21) days.
- 2.1.4 The call for EOIs will include information regarding how a VSP may be estimated, the number of positions that have been determined to be genuinely redundant, details of the position(s) that have been determined “excess” and an option for employees to discuss and explore reasons why these positions are no longer required. A copy of this notification should be provided to the RTBU.
- 2.1.5 Employees may seek assistance from a nominated Human Resource representative to determine an approximate calculation as to what a possible VSP would be without completing an EOI. Such a calculation would only be an approximation and possibly subject to variation.

2.2 Agency considers outcomes of EOI process.

- 2.2.1 As soon as practicable after the EOI period has closed, the Rail Commissioner will consider and consult with the relevant employees and the RTBU regarding the outcomes of the EOI process. For the purposes of consultation, the Rail Commissioner will provide the RTBU in writing the outcomes of the EOI process and provide the RTBU with a minimum of fourteen (14) days' notice to respond, prior to any VSP offers being made.
- 2.2.2 In the event the Rail Commissioner has determined potential VSP offers for affected employees, if requested, the Parties agree to meet to discuss the proposed VSPs as soon as practicable.
- 2.2.3 Where a meeting is requested, the Rail Commissioner agrees to delay VSP offers to employees until after the meeting has occurred.
- 2.2.4 Where The RTBU requests further information or seeks a response, the Rail Commissioner will respond as soon as practicable.
- 2.2.5 The Rail Commissioner agrees to delay VSP offers to employees until seven (7) days after a response is provided to the RTBU.
- 2.2.6 In the event that the number of suitable applicants for VSPs is greater than the number of positions identified as "excess" the Rail Commissioner will inform the RTBU of the selection criteria it will utilise to determine which employees will be offered VSPs. The criteria may include (but is not limited to):
- (a) The new workforce composition position descriptions.
  - (b) Hours of work.
  - (c) Skills, experience, and qualifications; and
  - (d) Any other factors (such as geographical location).

2.3 Number of EOIs is the same as the number of identified excess positions.

- 2.3.1 In the event the number of EOIs matches the number of identified excess positions, the Rail Commissioner will notify the effected employees and RTBU.

2.4 Number of EOIs is less than the number of identified excess positions.

- 2.4.1 Where the number of EOIs is less than the number of identified excess positions, the Rail Commissioner will not unreasonably refuse to offer an employee a VSP.
- 2.4.2 In the event the number of EOIs is less than the number of identified excess positions, the Rail Commissioner will move to the steps outlined in clause 3. Process for Identifying Excess Employees.

2.5 Calculation of a VSP

- 2.5.1 The Parties agree that for the purpose of a VSP, an employee will be paid not less than the Department of Treasury and Finance – Targeted Voluntary Separation Packages (TVSPs) as of 1<sup>st</sup> July 2015.

## 2.6 Employee offered a VSP.

- 2.6.1 Affected employees will be notified in writing that their EOI for a VSP has been received.
- 2.6.2 The Rail Commissioner will provide written advice to the employee which will include the proposed date on which the Rail Commissioner intends to make the employee an offer of a VSP, including the proposed date of payment of the VSP and the proposed date of the employee's separation from the public sector.
- 2.6.3 The notification of the intention to make an offer of a VSP will also include the date by which the employee is required to advise the Rail Commissioner if they do not wish to be made an offer of a VSP.
- 2.6.4 Where the employee confirms they wish to progress with the VSP, the Rail Commissioner will provide an offer of a VSP to the employee which will include the date on which the VSP will be paid, the date of the employees separation, the steps the employee can take to decline the offer of the VSP, and that the Rail Commissioner must declare that their position is no longer required and therefore "excess" (redundant).
- 2.6.5 In addition to the payment of a VSP, an additional lump sum payment of \$15,000 will be payable to an employee who accepts a TVSP either as a result of an EOI or within the first three (3) months of being declared excess/redeployee.
- 2.6.6 Upon receipt of a VSP, the employee's employment in the public sector will cease.

## 3. PROCESS FOR IDENTIFYING EXCESS EMPLOYEES

### 3.1 Notification to Union

- 3.1.1 Where there are insufficient numbers of EOIs to meet the number of excess positions identified in clause 1.3 the Rail Commissioner will notify the relevant employees and the RTBU of the following information in writing:
  - (a) the number of remaining excess positions, including job classification/role /worksite location/FTE equivalent.
  - (b) number of affected employees; and
  - (c) the proposed time frames and plan for notification and consultation with affected employees.

### 3.2 Meeting with Union

- 3.2.1 Prior to notifying affected employees (clause 3.3), the Rail Commissioner and the RTBU will meet to discuss the selection criteria to be used for forced redundancies, the proposed time frames and plan for notification and consultation with affected employees.

### 3.3 Notification to affected employees.

- 3.3.1 The Rail Commissioner will inform the affected employee/s in writing that there were insufficient numbers of EOIs for voluntary redundancies and provide information regarding the number of positions and employees that will be declared excess and made redundant. A copy of any correspondence will also be provided to the RTBU. This will include all relevant information including, but not limited to, why the position/s have been determined to be genuinely redundant, the number of redundant positions, the application of the above selection criteria, and information regarding the timeline and process.
- 3.3.2 The Rail Commissioner will notify employees of their right to be represented by the RTBU.
- 3.3.3 The Rail Commissioner will take all possible steps to mitigate the adverse effect on the employee/s affected, including (but not limited to) consideration of immediate redeployment to a suitable alternative position with the consent of the affected employee/s.
- 3.3.4 The Rail Commissioner will organise at least one paid meeting with the affected employee/s to discuss the redundancies. The RTBU will be invited to attend this meeting.

### 3.4 Notification to redundant employee(s)

- 3.4.1 The Rail Commissioner will then notify the redundant employee/s and the RTBU that the particular employees will be made redundant. Prior to notifying a redundant employee, the Rail Commissioner must declare that the employee's position is no longer required and therefore "excess" (redundant).
- 3.4.2 The redundant employee/s will be notified in writing that their position is "excess" and may elect to consider a VSP or seek redeployment. In this same notification, the Rail Commissioner will provide the employee with the following:
  - (a) The date their position will be made redundant shall be no earlier than twenty-eight (28) days from the date the notification is received.
  - (b) Information regarding taking a VSP and information regarding the redeployment process. This information will clearly outline what the employee's entitlement would be if they elect to take a VSP at the date of termination, pursuant to step 2.5.
  - (c) That the employee may request a paid time meeting with the Rail Commissioner to discuss any aspect of the redundancy and/or redeployment process.
  - (d) That the employee is entitled to be represented during the meeting by the RTBU.
  - (e) Should the employee wish to accept the offer for a VSP at this time, they must do so within the timeframe provided, which must be no less than twenty-eight (28) days. Upon acceptance of the VSP, their employment in the public sector will cease upon receipt of the VSP.

## **4. REDEPLOYMENT PROCESS**

### **4.1 Commencement of the Redeployment Process and Case Management**

- 4.1.1 Following receipt of written advice of being declared an excess employee, where an employee has elected to become a redeployee (i.e., has decided not to accept an offer for VSP), the redeployee will be assigned a case manager and will participate in the redeployment/retraining program.
- 4.1.2 A redeployment plan will be established in consultation with the redeployee which aims to identify a suitable alternative ongoing permanent role in the public sector which would, with appropriate training and support, be reasonably available to the employee. The plan will also include (but not be limited to):
  - (a) details of any training to be provided.
  - (b) skills or duties relevant to a suitable placement and/proposed role; and
  - (c) job fit assessment and analysis.
- 4.1.3 A copy of the redeployment plan will be provided to the redeployee.
- 4.1.4 The redeployee's case manager will have priority access to the notice of vacancies and redeployee will also have access to notice of vacancies.
- 4.1.5 The excess employee is also expected to cooperate and participate in all reasonable training opportunities or placements.
- 4.1.6 Criteria for suitable training
  - (a) Training will be provided to the redeployee by the Rail Commissioner consistent with meeting the requirements for the suitable employment identified at clause 4.1.2.

### **4.2 Criteria for suitable employment**

- 4.2.1 An ongoing permanent role in any agency in the Public Sector will only be considered suitable for the purposes of redeployment if (unless the employee otherwise agrees):
  - (a) The hours of work remain the same or similar where practicable.
  - (b) It is a reasonable distance/location from the employee's residence to the new place of employment.
  - (c) The classification is commensurate with the employee's job fit assessment and analysis, and the employee is assessed as being able to perform the role with reasonable training and support over a reasonable period of time.
  - (d) The remuneration is not less than what the employee was earning prior to becoming a redeployee.
  - (e) The nature of the work is such that it is reasonable to perform, taking into account the employee's skill and experience.
  - (f) There are no extenuating factors specific to the employee/worksite that would make it unreasonable for the employee to perform the ongoing permanent role.

- 4.2.2 The above criteria do not limit further discussions and agreements between the employee and their case manager.
- 4.2.3 The applicable Income Maintenance policy will apply to employees transferred to a suitable ongoing role.
- 4.3 Making of an offer of suitable employment during redeployment program
- 4.3.1 During the redeployment process the applicable case managers/agency representatives will genuinely seek to identify an alternative role or placement that is a reasonable match with the employee's skills and capabilities (including with reasonable training).
- 4.3.2 In the event that an offer for an alternative role/position is not made within six (6) months of the employee being declared excess, or before the date of enrolment of the employee into training identified in the redeployment programme established at clause 4.1.2, whichever is the greater, the case manager must meet with the employee and their representative (if applicable) to discuss and review the employees redeployment plan.
- 4.3.3 The outcomes of these discussions and the action plan for next steps must be provided in writing to the employee and a copy forwarded to the Office for the Public Sector (OPS).
- 4.3.4 In the event an offer for a suitable ongoing permanent role has not been identified and made within nine months from the date of them being declared excess, or before the date of enrolment of the employee into training identified in the redeployment programme established at clause 4.1.2, whichever is the greater, the relevant agency must notify the OPS.
- 4.3.5 The Rail Commissioner will discuss with the employee (and the RTBU) any reasons that an alternative role has not been achieved. At this stage the Commissioner for Public Sector Employment (CPSE) or representative from the OPS will become involved in order to review the process and options available for redeployment.
- 4.3.6 In the event that an offer of suitable employment has not been identified and made within twelve (12) months of the employee being declared excess, or before the date of enrolment of the employee into training identified in the redeployment programme, whichever is the greater, the Rail Commissioner, the CPSE or representative from OPS, and the employee (and RTBU) will meet to discuss the outcome of the redeployment/retraining programme. The Parties will discuss:
- (a) Whether the redeployment plan has been complied with by the Rail Commissioner and the employee.
  - (b) Whether all reasonable efforts have been made to identify suitable employment for the employee; and
  - (c) Whether there are exceptional circumstances which could make it reasonable to extend the redeployment/retraining programme, and/or amend the redeployment plan, to provide further opportunity to identify suitable employment.
- 4.3.7 For the purposes of clause 4.3.6(c), "exceptional circumstances" may include the geographical location of the employee, the unique skills and/or experience of the employee, the age of the employee, or the circumstances of the employee becoming excess, which circumstances provide additional difficulty to the identification of suitable employment for the employee.

- 4.3.8 Where any issues remain unresolved, either party may utilise clause 52 – Resolving Workplace Concerns or Disputes in the Agreement.
- 4.4 Notification of a suitable ongoing permanent role
- 4.4.1 Where an offer of a suitable ongoing permanent role is made to an employee, such notification will be provided in writing. Written notification will also include:
- (a) A contract of employment for the new role.
  - (b) A Job and Person Specification for the new role; and
  - (c) Information advising the employee that should they not accept the suitable ongoing permanent role; the employee may be separated with five weeks' notice and separation pay outlined in clause 4.6.3 (provided that the terms of this Appendix have been met). Such information will be clearly outlined to the employee.
- 4.4.2 An employee will be given a minimum of fourteen (14) days to consider whether they wish to accept the suitable ongoing permanent role.
- 4.5 Deferment of redeployment program
- 4.5.1 The Rail Commissioner must defer the redeployment period where an employee that has been declared excess is absent from duty by reason of:
- (a) Parental leave; or
  - (b) Defence reserves leave; or
  - (c) Where an employee is in receipt of weekly payments for a compensable workplace injury or illness and/or subject to a Rehabilitation and Return to Work Plan for such injury or illness.
- 4.5.2 The Rail Commissioner may approve an application for deferment of the redeployment period by an employee who has been declared excess, on the basis of exceptional personal circumstances by the employee. The Rail Commissioner is required to seek advice from the Commissioner for Public Sector Employment. This decision-making function is not to be delegated.
- 4.6 Conclusion of the Redeployment Process
- 4.6.1 The redeployment process will end only when the following criteria has been satisfied:
- (a) The employee has accepted employment in an ongoing role; or
  - (b) For an employee whose position has been determined to be excess as a result of the Rail Commissioner's decision to privatise, outsource, contract out or the closure/part closure of a service(s) and the employee has been offered employment in a suitable ongoing permanent role and has declined such ongoing employment; or
  - (c) The employee has been offered employment in a suitable ongoing permanent role and has declined such ongoing employment.

- (d) The Rail Commissioner and employee has negotiated, been offered, and accepted an additional separation payment.
- (e) For employees other than those in clause 4.6.1(b), all reasonable attempts have been made to offer suitable alternative employment and the redeployment process set out in clause 4.3 has been completed; or
- (f) The employee has at any stage elected to take a VSP, in accordance with step 4.7.

4.6.2 Where the redeployment process ends, the Rail Commissioner will confirm in writing to the employee the outcome of that process.

4.6.3 Where an employee has been offered employment in a suitable ongoing permanent role and has declined such ongoing employment or the redeployment process set out in clause 4.3 is completed, the following will apply:

- (a) The employee will be provided in writing a minimum of five (5) weeks' notice of the date of separation.
- (b) During the notice period, the Rail Commissioner agrees to allow a minimum of one day of paid leave each week to job seek.
- (c) During the notice period, the Employee may give notice of their intention to resign their employment with twenty-four (24) hours' notice and be paid the balance of the notice period.
- (d) A separation payment as set out in clause 4.7.3 will be paid to the employee at the separation date of their employment.

#### 4.7 Accepting a VSP while a redeployee

4.7.1 At any time while an employee is a redeployee, they may give notice that they wish to accept a VSP.

4.7.2 A redeployee will only be required to provide one weeks' notice to terminate their employment (or less by agreement).

4.7.3 An employee who indicates that they wish to accept a VSP, in accordance with clause 4.7.1, will be entitled to the following amounts of redundancy pay:

- (a) An employee who has been a redeployee for between zero (0) to twelve (12) months is entitled to receive redundancy pay equal to one hundred percent (100%) of the VSP clause 2.5; or
- (b) An employee who has been a redeployee for more than twelve (12) months is entitled to receive redundancy pay equal to seventy-five percent (75%) the VSP, specified in clause 2.5.

#### **Review**

The Rail Commissioner and the RTBU will review the implementation of this process no earlier than twelve (12) months after date of approval of this enterprise agreement.

"Declared excess" means the date of written notice to the employee that their position is no longer required.

## **APPENDIX 2 – INJURY AND INCOME PROTECTION PRINCIPLES**

### **1. PREAMBLE**

- 1.1 This 'Injury and Income Protection' policy is founded upon the current Police Disability Pension under Regulation 38A of the Southern State Superannuation Regulations 2009 that is available to workers who meet specific criteria for eligibility.
- 1.2 The Regulations referred to above were introduced during the operation of the previous *Workers Rehabilitation and Compensation Act 1986*.
- 1.3 The content of an amended Regulation 38A and the principles agreed between the Government and the Police Association of South Australia are set out in this policy.
- 1.4 Under this new 'Injury and Income Protection' policy an eligible worker will receive entitlements as outlined in this policy.

### **2. FUNDING ARRANGEMENTS**

- 2.1 The funding arrangements for this policy shall be provided within the budget process of the agency.

### **3. ADMINISTRATION OF THIS POLICY**

- 3.1 The responsibility for administering this policy is vested in the Rail Commissioner or delegate.
- 3.2 In administering this policy, the Rail Commissioner shall provide procedural fairness when making potentially adverse decisions affecting injured workers.

### **4. DEFINITIONS**

- 4.1 This policy applies to workers who have an accepted claim pursuant the *Workers Rehabilitation and Compensation Act 1986* or the *Return to Work Act 2014* and meet the eligibility requirements of this policy.
- 4.2 "Employer" means the Rail Commissioner or delegate.
- 4.3 "Benefits" means weekly payments of income maintenance or medical and like expenses.
- 4.4 "Financial support" means the weekly payments of income support made pursuant to this policy.
- 4.5 "Independent Medical Adviser" in this policy means an Independent Medical Adviser as listed on the South Australian Employment Tribunal website ([www.saet.sa.gov.au](http://www.saet.sa.gov.au)).
- 4.6 "Notional Weekly Earnings" within this policy means the "Salary as specified for the eligible worker's classification in the applicable Enterprise Agreement".
- 4.7 "Retirement" in this policy has the same meaning as 'retiring age' as defined in section 44 of the *Return to Work Act 2014*.
- 4.8 "Recovery/return to work plan" includes a recovery/return to work plan established or continuing under this policy.

## **5. MUTUAL OBLIGATIONS**

5.1 A worker while in receipt of benefits pursuant to this policy is entitled to expect—

- (a) The employer to continue to actively manage the worker's injury, to provide services and to participate and cooperate in assisting the workers recovery and return to work; and
- (b) A worker may reasonably request the employer to review the provision of any service to the worker under this policy or to investigate any circumstance where it appears that the employer is not complying with any requirement of this policy.

5.2 A worker while in receipt of benefits pursuant to this policy must—

- (a) participate in all activities designed to enable the worker to recover and return to work as soon as is reasonably practicable; and
- (b) without limiting paragraph (a)—
  - (i) participate and cooperate in the establishment of a recovery/return to work plan; and
  - (ii) comply with obligations imposed on the worker by or under a recovery/return to work plan; and
- (c) ensure that the employer is provided with current medical certificates (in a designated form provided by recognised health practitioners not inconsistent with the Return to Work Act 2014) with respect to any incapacity for work for which financial support is being provided under this policy so as to provide evidence to support the continuation of those payments; and
- (d) return to suitable employment when reasonably able to do so; and
- (e) take reasonable steps to mitigate any possible loss on account of the work injury.

## **6. RETURN TO WORK COMMITMENT**

6.1 Whereas:

- (a) the parties agree that a return to work within the meaning of the Return to Work Act 2014 is always the objective in the case of any work injury.
- (b) the unions and workers covered by this agreement will reasonably support and cooperate in the pursuit of this objective as required by the *Return to Work Act 2014* and this agreement.

## 7. COVERAGE & BENEFITS - INJURIES ON OR AFTER 1 JULY 2015

7.1 Those workers who are injured on or after 1 July 2015 in circumstances where the worker:

- (a) is temporarily or permanently incapacitated for work as a result of a physical or psychological injury sustained when he or she was on duty or lawfully exercising the duties of a worker in their employment; and
- (b) the injury,
  - (i) resulted from conduct directed at the worker that constitutes a criminal offence; or
  - (ii) occurred as a direct and immediate result of conduct that constitutes a criminal offence in the course of the workers employment or conduct that appears to be criminal; or
  - (iii) occurred as a direct and immediate result of conduct that constitutes a criminal offence; or
  - (iv) occurred in other circumstances where the worker is placed in a dangerous situation in the course of, or as a consequence of, acting in, or engaging in, their duties or position excluding psychological injury other than that caused as a consequence of a specific incident or incidents.
- (c) has an accepted claim pursuant to the *Return to Work Act 2014*; and
- (d) has had their individual entitlements exhausted pursuant to the *Return to Work Act 2014*; and
- (e) has not been assessed as having a thirty percent (30%) or more Whole Person Impairment (WPI); and
- (f) has not made a return to work within the meaning of the *Return to Work Act 2014*;

will be provided on the following basis:

7.2 In the case of medical expenses, ongoing cover for such expenses as are reasonably and necessarily incurred as a direct result of such accepted claim (other than those already covered by the Employer); or

7.3 A redemption of medical expenses referred to in clause 7.2.

7.4 In the case of financial support:

- (a) A top-up payment to achieve eighty percent (80%) notional weekly earnings or eighty Percent (80%) of the difference between actual earnings and notional weekly earnings until retirement or return to work, subject to a work capacity review as per the *Workers Rehabilitation and Compensation Act 1986* and meeting the mutual obligations set out in this policy; or
- (b) A redemption of clause 7.4(a).

## **8. COVERAGE & BENEFITS - INJURIES PRIOR TO 1 JULY 2015**

- 8.1 Those workers who were injured prior to 1 July 2015 in circumstances of clause 7.1(a) and (b); and
- (a) have an accepted claim pursuant to the *Workers Rehabilitation and Compensation Act 1986/Return to Work Act 2014* and.
  - (b) have had their individual entitlements exhausted pursuant to the *Return to Work Act 2014* and.
  - (c) have not been assessed as having a thirty percent (30%) or more Whole Person Impairment (WPI) and.
  - (d) have not made a return to work within the meaning of the *Return to Work Act 2014*; will be provided on the following basis:
- 8.2 In the case of medical expenses, ongoing cover for such expenses as are reasonably and necessarily incurred as a direct result of such accepted claim (other than those already covered by the Employer) or;
- 8.3 A redemption of medical expenses referred to in clause 8.2.
- 8.4 In the case of financial support:
- (a) A top-up payment to achieve eighty percent (80%) notional weekly earnings or 80% of the difference between actual earnings and notional weekly earnings until retirement or return to work, subject to a work capacity review as per the *Workers Rehabilitation and Compensation Act 1986* and meeting the obligations set out in this policy, or
  - (b) a redemption of clause 8.4(a); or
  - (c) payment of an amount equivalent to the payment to which the worker would have been entitled to under section 39 of the *Return to Work Act 2014* had their compensable injury occurred after 1 July 2015.
- 8.5 Any financial support provided for in this policy shall be discounted to the extent of any payment made pursuant to *Part 4, Division 6 of the Return to Work Act 2014*.

## **9. WORK CAPACITY REVIEW PROVISION - as referred to in 7.4(a) and 8.4(a)**

- 9.1 In regard to clauses 7.4(a) and 8.4(a), a worker's entitlement to financial support pursuant to this policy does not commence, or if having commenced, ceases, unless the worker is assessed by the employer as:
- (a) having no current work capacity; and
  - (b) likely to continue indefinitely to have no current work capacity; or
  - (c) being in employment, and that because of the compensable injury the worker is, and is likely to continue indefinitely to be, incapable of undertaking further or additional employment or work which would increase the worker's current weekly earnings.
- 9.2 A review of the assessment of a worker under clause 9.1 may be conducted by the employer at any time and must be conducted as often as may be reasonably necessary, being at least once in every two (2) years.

- 9.3 An assessment under clause 9.1 may be conducted before or after the period of financial support provided pursuant to the Return to Work Act 2014 has been exhausted.
- 9.4 A worker receiving financial support under this policy shall continue to receive such financial support unless or until the employer has assessed whether the worker as:
- (a) having no current work capacity; and
  - (b) likely to continue indefinitely to have no current work capacity.
- 9.5 The employer must not discontinue the financial support under this policy on the basis of a work capacity assessment until it has given the worker thirteen (13) weeks' notice in writing of the proposed discontinuance. Such notice must not be given unless and until the assessment referred to herein has been undertaken.
- 9.6 A worker who is, or has been, entitled to financial support under this policy may apply to the employer for a decision that the worker's entitlement to financial support under this policy does not cease.
- 9.7 The employer, upon receipt of an application under clause 9.6 may decide that the worker's financial support under this policy does not cease as contemplated by clause 9.1 if the employer is satisfied that the worker is in employment and that because of the work injury, the worker is, and is likely to continue indefinitely to be, incapable of undertaking further or additional employment or work which would increase the worker's current weekly earnings.
- 9.8 The employer:
- (a) must within ninety (90) days of receiving an application under clause 9.6, make or refuse to make a decision under clause 9.7 and advise the worker in writing of its decision (unless the employer requires an extension of time because of the operation of paragraph (b)); and
  - (b) must not refuse to make a decision under clause 9.7 on the ground that the employer is not satisfied under the requirements of that clause unless—
    - (i) the employer has referred the medical question whether, because of the injury, the worker is, and is likely to continue indefinitely to be, incapable of undertaking further or additional employment or work, and if not so incapable, what further or additional employment or work the worker is capable of undertaking, for the opinion of an Independent Medical Adviser ('IMA'); and
    - (ii) the opinion of the 'IMA' is that the worker is not so incapable and specifies what further or additional employment or work the worker is capable of undertaking.
- 9.9 If the employer makes a decision under clause 9.7, the worker is entitled to financial support in accordance with clause 7.4 (for injuries occurring on or after 1 July 2015) or clause 8.4 (for injuries occurring prior to 1 July 2015).
- 9.10 The entitlement to financial support under clause 9.9 continues until—
- (a) the employer ceases to be satisfied as to the matters specified in clause 9.7; or
  - (b) the worker otherwise ceases to be entitled to financial support under this policy.

## **10. CEASING OF BENEFITS**

- 10.1 In regard to a worker's entitlement to financial support ceasing for any reason other than on the basis of a work capacity assessment, twenty-eight (28) days' notice outlining the reasons for discontinuance is to be provided before the discontinuance of financial support.
- 10.2 Benefits pursuant to this policy shall no longer apply in the event that an eligible worker in the view of the employer:
- (a) Has "returned to work" under the Return to Work Act 2014; or
  - (b) Has had a Work Capacity Assessment the result of which is cessation of payments under clause 9.1 of this policy; or
  - (c) Fails to comply with the Mutual Obligations of this policy; or
  - (d) Receives a redemption of entitlements pursuant to the Workers Rehabilitation and Compensation Act 1986 or the Return to Work Act 2014; or
  - (e) Retires, resigns, or is terminated from employment; or
  - (f) Is in receipt of income or other financial benefits in lieu of wages; or
  - (g) Is classified as a seriously injured worker under the *Return to Work Act 2014*.
- 10.3 If a worker applies for and takes a period of annual or long service, the employer may suspend the financial support that would otherwise be payable to the worker during the period while the worker is on leave.

## **11. PROVISIONS APPLICABLE TO MEDICAL EXPENSES**

- 11.1 In the case of clauses 7.2 and 8.2, an eligible worker incurring medical expenses beyond the period provided for within the *Return to Work Act 2014* pursuant to this policy shall in the first instance claim such incurred expenses against the private health insurance policy held by the worker or, in the case of a worker whose private health insurance policy does not cover the particular item or who does not hold a private health insurance policy, from Medicare.
- 11.2 The worker may then claim 'out of pocket' costs against this policy for:
- (a) attendance, examination, or treatment by a health practitioner including the obtaining of a certificate or report; or
  - (b) any diagnostic examination or test required for the purpose of treatment by a health practitioner; or
  - (c) any medical services which are included in the scales of charges published by the Minister for Industrial Relations under section 33(12)(a) of the *Return to Work Act 2014*.

**APPENDIX 3 – PROVISIONS FOR TRAM CONTROLLERS**

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## **Preamble**

Appendix 3 has been created to ensure Tram Controllers maintain their conditions and entitlements by including provisions of the Rail Agreement which are applicable to them.

As per clause 2 of this Agreement, the only provisions of this Agreement that apply to Tram Controllers are clauses 1-10, 16, 36-48 and 50-60.

### **1 UNDERTAKINGS TO APPLY DURING LIFE OF AGREEMENT**

- 1.1 The Rostering Codes of Principles will be jointly reviewed during the life of the Agreement and any changes will be mutually agreed.

### **2 CLASSIFICATION AND WORK REQUIREMENTS**

- 2.1 Employees will be appointed to positions classified in accordance with the classifications defined at clause 6 of this Appendix. An employee may, subject to their qualifications, experience, and fitness, be rostered to undertake any duty for which they are trained and competent to perform.
- 2.2 A standby employee may be required to perform "other duties" (as determined and agreed by the parties from time to time.)
- 2.3 Nothing in this Agreement precludes an employee's appointment to another classification of work within this Agreement, in which case this Agreement will continue to apply.

### **3 TRAINING OBLIGATIONS**

- 3.1 Employees must undertake training as required by Adelaide Metro Operations to ensure they have the skill and competencies needed to perform all of the required tasks.
- 3.2 Access to programmes conducted to provide or enhance mandatory training and skills in accordance with State and Federal Legislation will be provided for all employees. Attendance at such mandatory sessions is the responsibility of the employees concerned.
- 3.3 Payment for attendance at mandatory training programmes will be made at the appropriate hourly shift rate for employees who would normally have been rostered on duty and at the ordinary hourly rate of pay for those attending in their own time. Employees will be paid for actual attendance time only.
- 3.4 Further staff development may be achieved through a formal course of study at a recognised institution, or developmental activities such as conferences and seminars etc. Participation in such activities will be subject to Adelaide Metro Operation's Learning and Development and/or Study Assistance policies and procedures.
- 3.5 Where an employee seeks further staff development to enhance the skills and knowledge of the employee, the employer will determine in discussion with the employee the amount of support to be provided. This may take the form of paid leave and/or paid expenses or leave without pay. This will be at the discretion of the employer having regard to the needs of the organisation and potential benefit for the employee concerned.

- 3.6** In addition to attendance at external staff development or training activities, employees will be required to familiarise themselves with the contents of various documents, guidelines and procedures issued by Adelaide Metro Operations as part of on-going professional development and employee awareness programmes and activities.
- 3.7** An employee may be required to teach work skills and procedures to other employees as and when required.
- 3.8** Where an employee involved in approved staff development activities incurs out-of-pocket expenses as a result of participation in such activities, Adelaide Metro Operations may reimburse such expenses, provided that the expenses are reasonable, the employee was authorised by Adelaide Metro Operations to incur such expenses and the employee has receipts or other evidence of the expenses so incurred.
- 3.9** Employees who are required to deliver approved Adelaide Metro Operations training will be paid the applicable rate that they would have otherwise been paid had they worked the rostered shift instead of providing training, except where a trainer classification exists. Such applicable rates will be paid in such circumstances.

## **4 EMPLOYMENT RELATIONSHIP**

### **4.1 Weekly Employment**

- 4.1.1 An employee engaged under the terms and conditions set out in this Agreement will be employed by the week and will be required to work an average of thirty-eight (38) ordinary hours per week over a roster period not exceeding four weeks.

### **4.2 Regular Part-Time Employment – Tram Controller**

- 4.2.1 At the time of engagement, the Adelaide Metro Operations and the regular part-time employee will agree in writing on a regular pattern of work, specifying, at least, the hours to be worked each day, the days of the week the employee will work and the actual starting and finishing times each day.
- 4.2.2 The minimum hours of work for a part-time employee will not be less than fifteen (15) hours per week.
- 4.2.3 Any agreed variation to the regular pattern of work will be recorded in writing.
- 4.2.4 All time worked in excess of the hours as mutually arranged will be overtime and paid for at the rates prescribed in this Agreement.
- 4.2.5 Where a public holiday falls on a day of the week upon which a part time employee normally works but is not required to work, payment will be made for the ordinary hours which would normally have been worked on that day.

### **4.3 Fixed-Term Employment – Tram Controller**

- 4.3.1 The Adelaide Metro Operations may, in consultation with the relevant Organisation(s) of employees, determine that a position be offered on a fixed-term basis.
- 4.3.2 Where the salary and conditions of fixed-term employment are inconsistent with the salary and conditions of this Agreement, such salary and conditions of fixed-term employment will apply to the extent of any inconsistency.
- 4.3.3 No existing permanent employee will be compelled to transfer to fixed-term employment in respect to their current position.

#### **4.4 Probationary Employment – New Appointments**

- 4.4.1 Any person appointed to a full-time or part-time position under this Agreement for the first time will initially be engaged for a probationary period of six (6) months for the purpose of determining the employee's suitability for on-going employment.
- 4.4.2 At the time of appointment, an employee will be provided with a copy of the relevant Job and Person Specification/Role Statement, which will form the basis of their performance evaluation.
- 4.4.3 During the probationary period, either party may notify an intention to withdraw from the contract of employment by providing the other party with one (1) weeks' notice or payment in lieu, unless the termination is for misconduct which justifies summary dismissal.
- 4.4.4 Probationary employment forms part of an employee's period of continuous service for all purposes of this Agreement.

#### **4.5 Confirmation of Permanent Employment**

- 4.5.1 An employee's permanent employment will be subject to satisfactory completion of the probationary period set out at clause 4.4 of this Appendix, acknowledgement of which will be provided at the time of completion.

#### **4.6 Promotion and Classification Appeals**

##### 4.6.1 Appointment Appeals

- (a) In respect of the "State Transport Authority of South Australia Appeal Board Agreement – Rail Grades – Explanatory Note", the Parties agree to establish a more efficient process within nine months of the approval of this Agreement. Where the parties agree on a more efficient process, Adelaide Metro Operations will implement such process.

- (b) Relief Duty

When applying for an advertised vacancy, an employee may subsequently be offered relief duty in that position. Relief duty will be offered to the candidate with the highest merit score as determined in the recruitment process. Any relief duty must be offered within three months of the date of finalisation of the appointment of position.

After three (3) months has elapsed, the order of merit of candidates is no longer relevant and a registration of interest call will be made for further relief purposes.

#### **4.7 Promotional Appointments**

- 4.7.1 In respect of promotional appointment, an employee and their manager may agree that the employee's promotional appointment be subject to a trial period. The intention of this provision is to allow the employee and their manager to mutually agree on the suitability of the employment relationship and the assigned duties and responsibilities. Should the manager or employee, during or at the end of the trial, decide not to proceed with the appointment, the employee will return to their previous substantive classification. The employee will be advised of this arrangement in writing.

## **5 HOURS OF WORK - GENERAL**

### **5.1 Meal Breaks**

- 5.1.1 Employees are entitled to a twenty-five (25) minute paid meal break (crib) on each shift which will be counted as time worked.
- 5.1.2 Breaks will be taken at times as determined by Adelaide Metro Operations based on operational requirements.
- 5.1.3 Employees may be rostered for cribs at their Home Depot where facilities are provided or at the Adelaide Railway Station.
- 5.1.4 The parties acknowledge that on occasions of special events, planned revenue protection or compliance activities it may be necessary for them to consult and agree that meal breaks be taken 'away' from an employee's Home Depot or Adelaide Railway Station. In such instances, Adelaide Metro Operations will be required to ensure that proper facilities are provided. Employees will be advised no later than the day before such circumstances.

### **5.2 Unforeseen Circumstances**

- 5.2.1 Employees may be required to work beyond the shift length of hours outlined in this Agreement due to unforeseen circumstances, which are:
- late running due to an accident.
  - vehicle or equipment breakdown.
  - an employee giving less than two hours' notice of being late for work, or not being able to attend work or unable to complete a shift.
- 5.2.2 Adelaide Metro Operations will not require an employee to work under this clause where two (2) hours' notice of the unforeseen circumstances has been given.

### **5.3 Special Extra or Extended New Year's Eve Shifts**

- 5.3.1 Special extra or extended shifts that continue beyond the normal closing time of the particular depot are to be paid double time and a half (250%) for the whole shift.

### **5.4 Normal Rostered Shift**

- 5.4.1 Double time and a half will not apply to employees working their normal rostered shift on New Year's Eve, unless the shift is extended in the manner outlined above or they meet the requirements of clause 7.2.7 in this Appendix.

### **5.5 Transport of Employees**

- 5.5.1 Adelaide Metro Operations will provide a conveyance home when an employee, after having commenced a shift, is advised that they are required to finish work at a time when reasonable means of transport are not available.

## **6 CLASSIFICATIONS, WAGE RATES AND ALLOWANCES**

### **6.1 Classification of Positions**

- 6.1.1 Upon commencing employment, an employee will be appointed to a position classified in accordance with this Agreement, will be paid according to the salary applicable to the classification of that position and will remain on that classification unless reclassified or appointed to another position classified at another level.
- 6.1.2 Employees will be advised in writing of their classification and any subsequent changes.
- 6.1.3 The remuneration levels applicable to each classification are set out at clause 6.6.1.
- 6.1.4 Employees engaged under this Agreement will be appointed to a position classified in accordance with the following classifications.

### **6.2 Tram Controller**

Means an employee who is responsible for the delivery of an effective and safe tram service through the regulation, control, and monitoring of all tram movements and in accordance with service agreements, working timetables, safe working procedures and operational plans. In so doing the role will manage on-shift allocation and re-allocation of human and physical resources in accordance with relevant Enterprise Agreements and rostering procedures.

### **6.3 Acting in a Higher Grade**

- 6.3.1 An employee may be directed to temporarily perform specified duties in addition to those on which the remuneration level of that employee's position is based for purposes related, but not limited, to:
- extended absence of another employee(s).
  - short term vacancies pending advertising a position.
  - requirement to perform project work.
  - development of employee skills.
- 6.3.2 Where an employee has been appropriately trained and is directed to undertake the duties of a position or in a capacity for which a higher remuneration level may be applicable, the employee will be entitled to be paid for the performance of such duties, subject to the approval of the relevant manager or delegate.
- 6.3.3 Approval of payments at a higher remuneration level in accordance with a direction under this clause will generally be given when an employee performs such additional duties for a continuous period of more than one week.
- 6.3.4 Payment at a higher remuneration level may be approved for a period of less than one week, provided that an employee is directed to temporarily assume responsibilities and/or to exercise supervisory and financial delegations for a period of at least one complete day or shift.
- 6.3.5 Where an employee is acting in a higher grade and has performed 1976 culminated hours the employee will be paid the applicable increment for that role.
- 6.3.6 Accumulated hours will be taken into account should the employee be appointed to that higher role.

- 6.3.7 An employee who is working temporarily in a grade higher than that classified, if employed for more than two hours on any day in such higher grade, will be paid the rate for that grade for the whole time worked on that day.
- 6.3.8 If employed for two (2) hours or less in a higher grade, they will be paid the higher rate for the time so worked.
- 6.3.9 In any case, the employee will work under the conditions of the higher grade whilst so employed.

#### **6.4 Acting in Lower Grade**

- 6.4.1 An employee required to perform temporarily the duties of a grade for which a lower rate of payment is prescribed than that prescribed for their classified grade will be paid at their classified rate.
- 6.4.2 A reduction made for disciplinary reasons will not be regarded as a breach of this clause.

#### **6.5 Adjustment of Wage Rates**

- 6.5.1 The parties agree that rates of pay applicable to each of the Classification levels set out in this Appendix will be adjusted in accordance with clause 6.5.2.
- 6.5.2 This Agreement provides for base rates of pay to be increased as follows over the life of this Agreement:
- 7% from first pay period commencing on or after 1 January 2024.
  - 4.5% from first pay period commencing on or after 1 January 2025.
  - 4% from first pay period commencing on or after 1 January 2026.
- 6.5.3 Such increases will be in substitution for any adjustment of award wage rates determined or awarded by Fair Work Commission during the life of this Agreement.

## 6.6 Wage Rates

6.6.1 The rates applicable to each classification will be as follows effective from the first full pay period on and from the nominated dates:

<b>Tram Controller</b>	Current	First full pay period on or after 1 January 2024	First full pay period on or after 1 January 2025	First full pay period on or after 1 January 2026
Trainee	\$1,463.54	\$1,565.99	\$1,636.46	\$1,701.92
Qualified	\$1,603.51	\$1,715.75	\$1,792.96	\$1,864.68
After 1 <sup>st</sup> year	\$1,640.87	\$1,755.73	\$1,834.74	\$1,908.13
After 2 <sup>nd</sup> year	\$1,677.59	\$1,795.02	\$1,875.80	\$1,950.83
Senior Controller (by appointment)	\$1,870.41	\$2,001.34	\$2,091.40	\$2,175.06

### 6.6.2 Increments

The remuneration levels applicable to each classification level reflect incremental progression for full-time employees. Generally, an employee will be appointed to the 1st increment in the classification range. After twelve (12) months and subsequently thereafter the employee will progress to the next level in the range for that particular classification, subject to their manager certifying that their performance has been satisfactory during the previous twelve (12) months. Employees will only progress to Senior Controller by appointment.

Where an employee is acting in a higher grade and has performed 1976 culminated hours the employee will be paid the applicable increment for that role.

Accumulated hours will be taken into account should the employee be appointed to that higher role.

### 6.6.3 Minimum Payment

- (a) A full-time employee who is directed to and actually undertakes work on any day or shift, excluding overtime, will be paid a minimum of seven (7) hours pay at ordinary rate.
- (b) A part-time employee who is directed to and actually undertakes work on any day or shift, excluding overtime, will be paid a minimum of the ordinary hours that the employee would have normally worked on that day.

## 6.7 Allowances

6.7.1 Allowances payable to eligible employees and the circumstances under which such allowances are payable under this Agreement are listed below.

6.7.2 Allowances (with the exception of the Equipment Allowance) payable to eligible employees under this Agreement will be adjusted in line with any percentage variation of applicable wage rates set out in this Agreement.

### 6.7.3 On-call Allowance

- (a) For the purposes of this clause, “on-call” means that an employee has agreed to participate in an approved roster arrangement which ensures that a designated employee is available to respond to situations which may require a return to duty or perform designated duties at a time or on a day on which that employee would not normally be required to attend for duty.
- (b) Where an employee has agreed to participate in an on-call roster arrangement, the employee will be entitled to payment of the following allowance for each period during which the employee is rostered to be on-call.

	Current	First full pay period on or after 1 January 2024	First full pay period on or after 1 January 2025	First full pay period on or after 1 January 2026
Monday to Friday inclusive (except Public Holidays)	\$ 35.93	\$38.45	\$40.18	\$41.78
Saturday, Sunday, and Public Holidays	\$ 62.93	\$67.34	\$70.37	\$73.18

- (c) An employee rostered to be on-call on a particular day will not be required to remain at home for the whole of the on-call period. The employee will, however, remain available to be contacted by telephone and remain in reasonably close proximity to the worksite to which he/she may be required to return to duty. Details of the employee’s contact telephone number(s) must be provided by the employee prior to the commencement of the on-call roster period and prior to the employee leaving their home at any time whilst on-call.
- (d) Where an employee rostered on-call is recalled to duty or required to undertake duties associated with the role for which they have been nominated, that employee will, in addition to the allowance specified at clause 6.7.3(b), be paid overtime for a minimum of three (3) hours, whether or not the employee is required to undertake duties for the entirety of that period.
- (e) Details of the range of duties to be attended to whilst on-call and the method of recording incidents requiring the performance of duties or attendance at a nominated worksite will be determined in accordance with business unit requirements.
- (f) An employee who is recalled for duty will be granted a minimum of ten hours off duty without loss of time before returning to the worksite to undertake normal duties.

### 6.7.4 Travelling Expenses Reimbursements

Employees will be entitled to travelling reimbursements as specified in the

Commissioner’s Determination 3.2 – Employment Conditions - Remuneration - Allowances and Reimbursements, or its successor/s.

### 6.7.5 Meal Allowance

Where an employee is required to work more than two (2) hours overtime on any day and has not been notified on the previous day or earlier of the overtime, a meal allowance prescribed in the table below will be paid.

Current	First full pay period on or after 1 January 2024	First full pay period on or after 1 January 2025	First full pay period on or after 1 January 2026
\$18.75	\$20.06	\$20.97	\$21.80

### 6.7.6 Continuous Shift Work Allowance

A Continuous Shift Worker working a night shift (as defined) on any day Monday to Friday except where such day is a Public Holiday, will be entitled to be paid twenty-five percent (25%) more than their ordinary rate.

### 6.7.7 Tram Controller Training Allowance

A Tram Controller required to provide structured on-the-job training to Trainee or Intermediate employees will be entitled to be paid a Training Allowance as set out in the table below on each occasion such training is provided.

Current	First full pay period on or after 1 January 2024	First full pay period on or after 1 January 2025	First full pay period on or after 1 January 2026
\$ 18.75	\$20.06	\$20.97	\$21.80

- (a) Employees who are required to undertake medical assessments / blood tests to be declared fit for duty in accordance with Rail Safety requirements may choose to do so during non-rostered time. In cases where the employee elects to do so they will be paid for actual time involved up to a maximum of two (2) hours at ordinary time rate. Such time shall not be considered a shift or ordinary time in the calculation of overtime.

## 6.8 Period of Payment

6.8.1 Wages will be paid fortnightly, either:

- according to the actual ordinary hours worked each week (38) or fortnight (76); or
- according to a weekly average of ordinary hours worked even though more or less than thirty-eight (38) ordinary hours may be worked in any particular week of the work cycle.

6.8.2 The hourly rate is calculated by dividing the appropriate weekly rate by thirty-eight (38).

## **6.9 Explanation of the Averaging System (as it applies to the calculation of Block Book Off)**

- 6.9.1 A full-time employee whose ordinary hours may be more or less than thirty-eight (38) in any particular week of a work cycle, is to be paid their wages on the basis of an average of thirty (38) ordinary hours so as to avoid fluctuating wage payments each week.
- 6.9.2 The ordinary hours of an employee may be arranged so that they are entitled to accrue a day off per month during each work cycle. It is in these circumstances that the averaging system would apply.
- 6.9.3 Where a full-time employee has a day off in each work cycle of twenty-eight (28) consecutive days (four consecutive weeks) the employee's ordinary hours are arranged on the basis that for three (3) of the four (4) weeks they worked forty (40) ordinary hours each week and in the fourth week they worked thirty-two (32) ordinary hours. That is, they would work for eight (8) ordinary hours each day, Monday to Friday inclusive for three (3) weeks and eight ordinary hours on four (4) weekdays only, Monday – Friday in the fourth week – a total of nineteen (19) days during the work cycle.
- 6.9.4 Under the averaging system a full-time employee accrues a "credit" each day they work actual ordinary hours in excess of the daily average, which would otherwise be seven (7) hours, thirty-six (36) minutes. This "credit" is carried forward so that in the week of the cycle that they work on only four days, their actual pay is an average of thirty-eight (38) ordinary hours even though, that week, they work a total of thirty-two (32) ordinary hours.
- 6.9.5 Each day an employee works eight (8) ordinary hours they accrue a "credit" of twenty-four (24) minutes (0.4 hours). The maximum "credit" the employee may accrue under this system is 0.4 hours on nineteen (19) days; that is, a total of seven (7) hours, thirty-six (36) minutes.
- 6.9.6 In addition to working ordinary hours, an employee will accrue a "credit" for each day absent from duty whilst on annual leave, long service leave, public holiday, paid sick leave, workers' compensation, bereavement leave, paid carer's leave, paid training leave or jury service. Entitlements in these circumstances are determined in accordance with the relevant Award provision. No entitlement to accrual exists for any other absence.
- 6.9.7 A regular part-time employee receives, on a pro-rata basis accrual and taking of Block Book Off.

## **6.10 Payment During First Period of Employment**

- 6.10.1 On the first pay day occurring during employment, an employee will be paid whatever wages are due up to the completion of work at the end of that pay period.

## **6.11 Payment of Wages on Termination of Employment**

- 6.11.1 Upon termination of employment, wages due to an employee will be paid on the day of such termination or forwarded by post on the next working day.
- 6.11.2 In the case of an employee who is paid average pay and who has not taken the day off due during the work cycle in which employment is determined, the wages due to the employee will include the total of credits accrued during the work cycle.

6.11.3 However, where the employee has taken a day off during the work cycle in which employment is determined, the wages due to that employee will be reduced by the total of credits which have not accrued during the cycle.

## **6.12 Absences From Duty Under an Averaging System**

6.12.1 An employee absent from duty in circumstances other than annual leave, long service leave, public holidays, paid sick leave, workers' compensation, bereavement leave, paid carer's leave, paid training leave or jury service will, for each day so absent, lose average pay for that day calculated by dividing their average weekly wage rate by five (5).

6.12.2 For part of a day, an employee will lose average pay for each hour or part thereof absent at an hourly rate calculated by dividing their average daily rate by seven-point-six (7.6).

6.12.3 The rate prescribed at clause 6.12.2 will be adjusted on a pro-rata basis for part-time employees.

6.12.4 Credits do not accrue when an employee is absent from duty for a whole day in accordance with this sub-clause because the employee would not have worked ordinary hours that day in excess of seven (7) hours and thirty-six (36) minutes. Whenever this occurs, the employee will not be entitled to average pay for that week but will be reduced by the amount of the "credit" not accrued for each whole day during the work cycle involving the absence.

## **6.13 Details of Payments to be Given**

6.13.1 On or prior to pay day, Adelaide Metro Operations will state to each employee in writing the amount of wages which the employee is entitled, the amount of deduction made, and the net amount being paid to the employee.

## **6.14 Timekeeping - Proportion of an Hour**

6.14.1 Adelaide Metro Operations may select and utilise for timekeeping purposes any fractional or decimal proportion of an hour (not exceeding a quarter of an hour) for the calculation of the working time of employees who without reasonable cause being promptly communicated to Adelaide Metro Operations, report for duty after their appointed starting times or cease duty before their appointed finishing times.

6.14.2 Adelaide Metro Operations will apply the same proportional hour method for the purpose of calculation of overtime.

## **6.15 Extra Rates Not Cumulative**

6.15.1 Extra rates in this Agreement, except rates prescribed in clause 7.2, are not cumulated so as to exceed the maximum of double the ordinary rates.

## 7 LEAVE PROVISIONS

### 7.1 Public Holidays

- 7.1.1 Public holidays will be recognised on those days prescribed by the *Holidays Act 1910 (SA)*.
- 7.1.2 An employee will not lose ordinary pay as a result of a public holiday falling on a day that they would normally be rostered to work, and, in such cases, an employee will be paid at their ordinary rate for that day.
- 7.1.3 Adelaide Metro Operations may require an employee to work on a public holiday. If an employee is required to work on a public holiday, they will be paid at the relevant rate of pay prescribed in this Agreement (either as a shift worker or as overtime).
- 7.1.4 An employee may refuse the request to work a public holiday shift if the request is not reasonable or if the refusal is reasonable. However, the parties recognise that there is generally a need for public holiday shifts to be included on the roster and agree that any roster which includes such shifts is considered reasonable.
- 7.1.5 Where special leave without pay or unpaid parental leave is granted for periods of up to four (4) weeks, any public holidays that fall within such a period are to be granted with pay. Where the special leave without pay or parental leave exceeds four weeks, no payment for any public holidays, irrespective of where they may fall, is to be made.
- 7.1.6 Where a public holiday other than a part-day public holiday falls during the period of an employee's annual leave or personal leave the employee will be taken not to be on annual or personal leave and:
- (a) will be paid for their ordinary rate of pay for such hours; and
  - (b) The employee will be required to elect at that time whether they wish to be given credit for additional day(s) leave (equal to the number of Public Holidays falling within the rostered period) at some other time.
- 7.1.7 Where a part-day public holiday falls during the period of an employee's annual leave or personal leave, the employee will be taken not to be on annual leave between the hours of 7:00pm and midnight that they would have otherwise been rostered to work and will be paid for their ordinary rate of pay for such hours.
- 7.1.8 Public holidays falling on a weekend will be substituted in accordance with the *Holidays Act 1910 (SA)*. Notwithstanding the *Holidays Act 1910 (SA)*, an employee who works on a Christmas Day which falls on a Saturday will be paid a loading of fifty percent (50%) for that shift.
- 7.1.9 An employee who is not required to work on a public holiday that would have otherwise been an ordinary working day will be paid as for eight hours at the ordinary rate, irrespective of any under time, ordinary time or overtime credited in the fortnightly pay period in which that public holiday occurs.

## **7.2 Payment for Public Holidays**

- 7.2.1 An employee required to work on a public holiday will receive payment for the hours worked at the rate of time and one half and in addition, one (1) days' pay in lieu, unless on application by the employee, they will receive a credit of one day's leave in lieu of the holiday.
- 7.2.2 For work on a public holiday occurring on a day on which they would not normally be booked on duty, an employee will be paid at the rate of double time and a half.
- 7.2.3 For work on a public holiday on which they would normally be booked on duty, which is in excess of, or outside, the hours they would normally work on that day, an employee will be paid at the rate of double time and a half.
- 7.2.4 Non-driving Operations employees will be paid at the rate of double time and a half for all work in excess of eight hours in a shift.
- 7.2.5 A seven day or continuous shift worker whose rostered day off falls on a public holiday will be paid for that day at the ordinary rate.
- 7.2.6 An employee not rostered to work between 7:00pm and midnight (other than an employee who has exercised their right not to work on a part-day public holiday if the request to work is not unreasonable or the refusal is reasonable as provided for in the NES) will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.
- 7.2.7 An employee who works any hours between 7:00pm and midnight on a part-day public holiday will be entitled to the applicable public holiday penalty rate for those hours worked.
- 7.2.8 Where an employee is usually rostered to work ordinary hours between 7pm and midnight on a part-day public holiday, but as a result of having a rostered day off does not work, the employee will be taken to be on a public holiday for those hours and paid their ordinary rate of pay for those hours. These hours cannot be counted towards the calculation of overtime within a roster period.

## **7.3 Absence From Duty**

An employee (other than an employee who has given or received notice in accordance with clause 16 in the body of the Agreement or in cases involving protected industrial action) not attending for duty will, unless covered under a leave with pay provision of this Agreement, lose their pay for the actual time of such non-attendance.

## **8 TYPES OF EMPLOYMENT**

### **8.1 Temporary Employment**

- 8.1.1 An employee may be engaged on a full-time or part-time basis for a specific period of time or for a project of limited duration, generally for a period not exceeding twelve months.
- 8.1.2 The details of the specific period of time or project will be set out in writing and retained by the Adelaide Metro Operations, with a copy provided to the employee.

## **9 HOURS OF WORK, SHIFT WORK, OVERTIME AND MEAL BREAKS**

### **9.1 General Principles**

The management and employees of any business unit will agree to the type and pattern of ordinary hours to be worked in each business unit as detailed in clause 9.2. This may include any combination of the type and pattern of hours detailed therein. Agreement to any change to the hours of work or work practices will be reached in accordance with the consultative provisions contained in this Agreement.

### **9.2 Ordinary Hours of Work**

9.2.1 Ordinary hours of work are an average of 38 hours per week.

9.2.2 Ordinary hours of work – Shift Workers

- (a) The ordinary hours of work for full-time shift workers are to be an average of thirty-eight (38) per week and must not exceed seventy-six (76) hours in fourteen (14) consecutive days. The number of shifts worked will not exceed ten (10) in any fortnight.
- (b) Ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of Adelaide Metro Operations. An employee will not be required to work more than five (5) hours without a meal break.
- (c) The ordinary hours of work prescribed herein must not exceed eight (8) hours on any day inclusive of crib breaks, except where agreement has been reached between Adelaide Metro Operations and the employee/s concerned to:
  - Work ordinary hours by means of a nineteen (19) day month or.
  - Work more ordinary hours on any one (1) shift.
- (d) Except at the changeover of shifts an employee will not be required to work more than one shift in twenty-four (24) hours.

### **9.3 Rosters**

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

### **9.4 Rate for Working on Saturday Shift**

9.4.1 The minimum rate to be paid to a shift worker for work performed between midnight on Friday and midnight on Saturday will be time and a half (150%).

9.4.2 Where a shift falls partly on a Saturday, the shift will be regarded as being worked on the day on which the major portion falls.

### **9.5 Rate for Working on Sunday and Public Holiday Shift**

9.5.1 The rate at which a shift worker is to be paid for all time worked on a Sunday or public holiday is as follows:

- Sundays - at the rate of double time (200%).
- public holidays - at the rate of double time and a half (250%).

9.5.2 Where a shift falls partly on a Sunday or public holiday, the shift will be regarded as being worked on the day on which the major portion falls.

## **9.6 Penalty Rates Not Cumulative**

9.6.1 The penalty rates in this sub-clause are in substitution for and not cumulative upon the shift penalty rates prescribed in clause 6.7.

## **9.7 Time Off Between Shifts**

9.7.1 Where an employee is rostered for work and such rostered work does not allow a ten (10) hour break before attending the next rostered work, an employee will be entitled to be absent until the expiry of the ten (10) hour break without deduction of pay for the ordinary time of duty for such absence.

## **9.8 Shifts Put Back**

9.8.1 Where an employee attends for work as directed and is then informed that he or she will not be required until a later time on that day, they will be paid an hour's pay for such attendance unless notice that they will not be required has been given at their place of residence at least two (2) hours before the time at which they were required to commence work.

## **9.9 Block Book Off and Crib Breaks**

9.9.1 An employee employed as a Tram Controller in accordance with this Agreement will be entitled to receive Block book off and a paid crib break of twenty-five (25) minutes per shift.

## **9.10 Overtime**

9.10.1 Overtime will be defined as follows:

9.10.2 Overtime will be all time worked in excess of eight (8) hours on any one (1) day or shift or in excess of eighty (80) hours per fortnight, whichever is to the employee's advantage, except where an employee works a nineteen (19) day month (that is, they accrue a day off), in which case, overtime will be all time worked in excess of the daily ordinary hours of work.

9.10.3 Overtime will be all time worked on a rostered day off, unless agreed that time off in lieu will be taken instead.

9.10.4 Overtime will be calculated in a manner which ever is to the employee's advantage.

## **9.11 Requirement to Work Reasonable Overtime**

9.11.1 Adelaide Metro Operations may require any employee to work reasonable overtime at overtime rates and the employee must work overtime as required. An employee will not work overtime unless authorised by Adelaide Metro Operations. An employee may, in accordance with the provisions of s62(3) of the Act, refuse to work beyond those hours referred to in this clause if they are unreasonable. Section 62(3) of the Act sets out the basis upon which additional hours may be determined to be reasonable or unreasonable.

## **9.12 Rest Breaks**

- 9.12.1 An employee working overtime will be allowed a crib time of twenty (20) minutes without deduction of pay after each four hours of overtime worked if the employee continues work after such crib time.
- 9.12.2 Unless the period of overtime is less than one and a half (1.5) hours an employee, before starting overtime after working ordinary hours, will be allowed a meal break of twenty (20) minutes which will be paid for at ordinary rates. Adelaide Metro Operations and an employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that Adelaide Metro Operations will not be required to make payment in respect of any time allowed in excess of twenty (20) minutes.

## **9.13 Overtime Penalty Rates**

Except as provided for in clauses 9.13.1 and 9.13.2, for all time worked in excess of or outside the ordinary working hours prescribed by this enterprise agreement or on a shift other than a rostered shift, a shift worker will be paid at the rate of time and a half for the first three hours and double time thereafter, except in each case when the time is worked:

- 9.13.1 by arrangement between the employees themselves; or
- 9.13.2 for the purpose of effecting the customary rotation of shifts.

## **9.14 Call Back**

- 9.14.1 An employee recalled to work overtime after leaving an Adelaide Metro Operations worksite (whether notified before or after leaving worksite, department or section concerned) is to be paid for a minimum of three (3) hours' work at the appropriate overtime penalty rate. The employee will be entitled to be absent for eight consecutive hours without deduction of pay before commencing a succeeding shift.
- 9.14.2 The on-call provisions set out in clause 6.7.3, as they relate to employees engaged in structured on-call roster arrangements, will not be affected by the operation of this sub clause.

## **9.15 Time Off in Lieu of Overtime**

- 9.15.1 A manager and employee may agree that an employee take time off in lieu of overtime payment.

## **9.16 Meal Breaks – Tram Controller**

### **9.16.1 Unpaid Meal Break**

An employee may be required to work for up to five (5) continuous hours on any one (1) portion of duty before being eligible for an unpaid meal break. The time allowed for the unpaid meal break will be agreed between the manager and the employee, provided that no meal break will be less than thirty (30) minutes nor longer than sixty (60) minutes.

### **9.16.2 Crib Break**

Where an unpaid meal break is not provided, a crib break will be taken in Adelaide Metro Operation's time and the time allowed will be twenty-five (25) minutes.

## **10 ATTENDING FOR DUTY BUT NOT REQUIRED**

An employee who attends for work and is subsequently told that they are not required will receive payment for the day or shift for which they were rostered, as applicable.

## **11 SPECIAL LEAVE WITHOUT PAY – TRAM CONTROLLER**

- 11.1** Employees may, at the discretion of Adelaide Metro Operations, be eligible for up to one (1) months' leave without pay for every completed year of service up to a maximum of six (6) months.
- 11.2** Notwithstanding the provisions of clause 11.1, Adelaide Metro Operations may grant extended leave without pay where an employee, through ill health or injury is not allowed, on the basis of medical advice, to perform their substantive duties for a specified period of time.
- 11.3** An employee granted leave without pay in accordance with clauses 11.1 or 11.2 will not be eligible to accrue any paid leave during such period of absence except as detailed in clause 44 in the body of the Agreement.

**APPENDIX 4 – PROVISIONS FOR CUSTOMER SERVICE OFFICERS**

- 1. Customer Service Officers (CSO) are covered by this Agreement.
- 2. CSO’s terms and conditions will be in accordance with the *Passenger Vehicle Transportation Award 2020 (Award)* including but not limited to penalty rates, allowances and overtime and the only terms of this Agreement which will apply to them will be clauses 1-10, 25-26, 50, 52-58, and Appendix 5, clause 1.
- 3. Customer Service Officers are classified as a Grade 2 under the Award and will be paid the following base rate of pay:

<b>Current Rate of Pay</b>	<b>First full pay period on or after 1 January 2024</b>	<b>First full pay period on or after 1 January 2025</b>	<b>First full pay period on or after 1 January 2026</b>
\$31.56	\$33.77	\$35.29	\$36.70

## **APPENDIX 5 – UNDERTAKINGS DURING THE LIFE OF THE AGREEMENT**

### **1. Payment during the Grade Separation Project – this clause will apply to all employees.**

During the upcoming “grade separation project”, scheduled to take place in 2025, employees will continue to be paid in accordance with the Master Roster or work performed as per the Grade Separation Roster (whichever is greater). The Master Roster in place twelve (12) weeks prior to the “grade separation project” will be used to guarantee the minimum entitlement to earnings throughout this period. Employees will be required to perform alternative duties and/or take annual leave as per The Rostering Code of Principles, in addition to taking excess annual leave or taking long service leave in accordance with legislation. Employees who are on leave during the “grade separation project” will be paid as per the leave provisions not as per the Master Roster/Grade Separation Roster.

### **2. Wage Assessment for Tram Controllers and Senior Tram Operators**

- 2.1. A party to the Agreement can apply to the Fair Work Commission to assess the wages of the Tram Controller and/or Senior Tram Operator. The Fair Work Commission will on application first seek to conciliate an outcome and then may run a hearing. At any hearing the Fair Work Commission can determine whether there is to be an increase to the rates of pay for Tram Controllers and/or Senior Tram Operators in addition to the increases found in clauses 24.1 and Appendix 3 clause 6.6.1. The maximum increase will be up to five percent (5%). The decision will be appealable.
- 2.2. For the avoidance of doubt, any order made pursuant to clause 2.1 will become a term of this Agreement and be enforceable as such.

THE FAIR WORK COMMISSION

FWC Matter No.: AG2023/5361

Applicant: Adelaide Metro Operations Pty Ltd

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

Undertaking – Section 190

I, Paul Burns, General Manager, have the authority given to me by Adelaide Metro Operations Pty Ltd to give the following undertaking with respect to the *Adelaide Metro Operations Tram Operations Enterprise Agreement 2023* ("the Agreement"):

1. Where an employee works voluntary overtime under clause 35 of the Agreement, they will be paid overtime in accordance with the applicable overtime provisions in the Agreement.

This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature:

A handwritten signature in black ink, appearing to read 'P. Burns', with a long horizontal flourish extending to the right.

Date: 11 January 2024