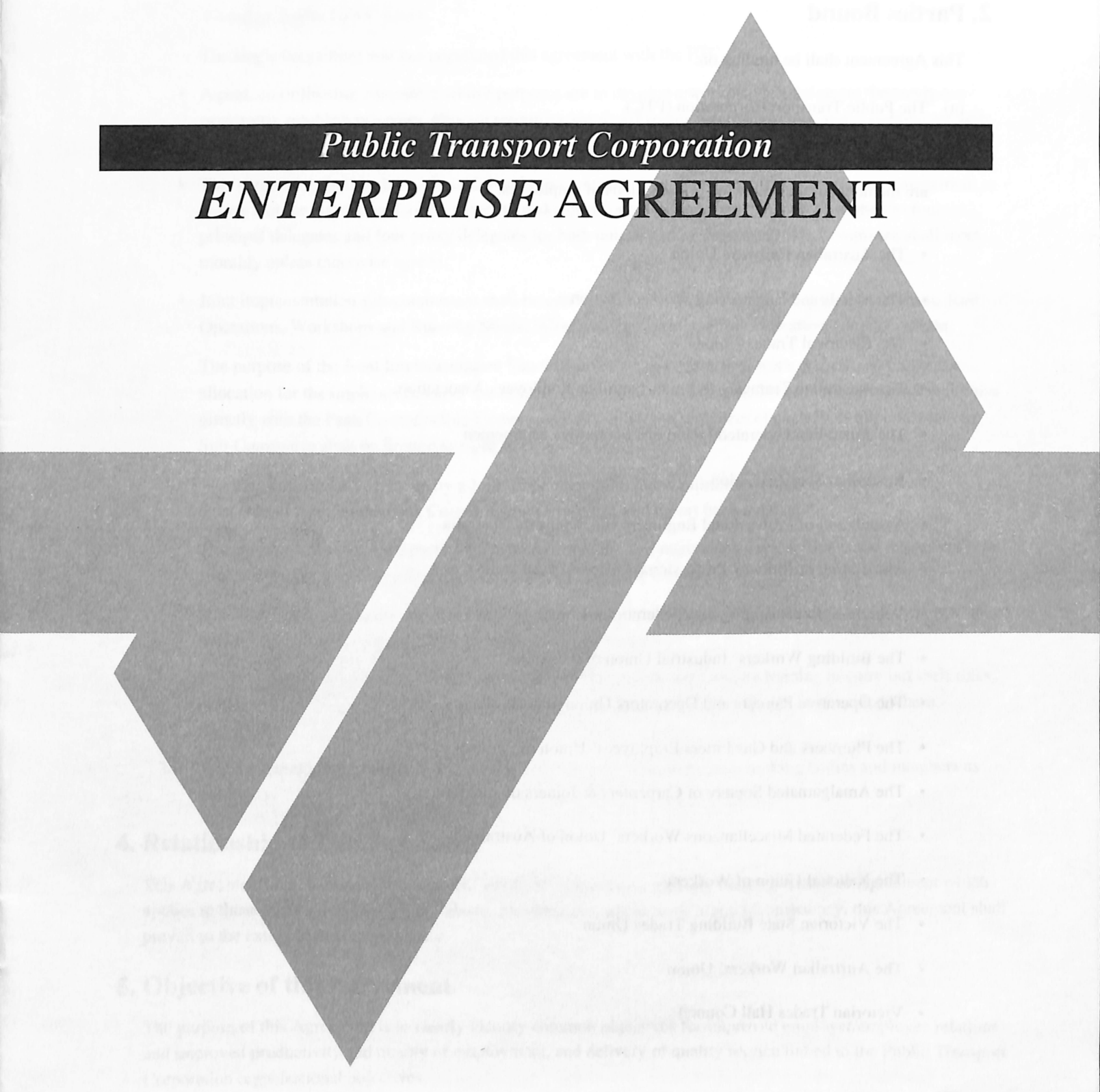


Public Transport Corporation

ENTERPRISE AGREEMENT



1. Title

This Agreement shall be known as the Public Transport Corporation Agreement, 1992.

2. Parties Bound

This Agreement shall be binding on:

- (a) The Public Transport Corporation (PTC).
- (b) All P.T.C. employees who are engaged in existing classifications specified under current Awards and who are members of the following organisations of employees.
 - The Australian Railways Union
 - The Metals and Engineering Workers' Union
 - The Electrical Trades Union
 - The Australian Tramway & Motor Omnibus Employees Association
 - The Australian Federated Union of Locomotive Enginemen
 - Australian Services Union
 - Association of Professional Engineers and Scientists Australia
 - Association of Railway Professional Officers of Australia
 - Vehicle Builders Employees' Federation of Australia
 - The Building Workers' Industrial Union of Australia
 - The Operative Painters and Decorators Union of Australia
 - The Plumbers and Gas Fitters Employees' Union of Australia
 - The Amalgamated Society of Carpenters & Joiners of Australia
 - The Federated Miscellaneous Workers' Union of Australia
 - The National Union of Workers
 - The Victorian State Building Trades Union
 - The Australian Workers' Union
 - Victorian Trades Hall Council

3. This agreement shall operate from the beginning of the first pay period to commence on or after 22 May 1992 and shall remain in force until the 1st January, 1993.

3.1 The consultative mechanisms shall comprise the following:

- The parties have formed a single bargaining unit involving all unions in the PTC, co-ordinated by the Victorian Trades Hall Council.

The single bargaining unit has negotiated this agreement with the PTC.

- A peak co-ordinating committee whose purposes are to develop a workplan to implement the enterprise agreement, establish priorities, allocate resources, resolve disputes where necessary and communicate with the workforce about the planned activities arising out of the agreement.
- This committee shall be based on high level representation from the unions and from senior management to ensure that the committee has the power to make decisions. The membership shall be limited to four principal delegates and four proxy delegates for both unions and management. The Committee shall meet monthly unless otherwise agreed.

- Joint implementation sub-committees shall be established for each of the following functional areas: Rail Operations, Workshops and Running Sheds, Infrastructure, Tram and Bus Operations, and Corporate.

The purpose of the Joint Implementation Sub-Committee is to determine a work program and resource allocation for the implementation of the enterprise agreement in their area. These sub-committees will liaise directly with the Peak Co-ordinating Committee. The number of members of each Joint Implementation Sub-Committee shall be limited to eight.

- Working parties shall be set up by a Joint Implementation Sub-Committee to address specific tasks delegated to them by the Peak Co-ordinating Committee and report back to them.

The purpose of the working parties therefore is not to act as a negotiating forum. This is the role of the Joint Implementation Sub-Committee and the Peak Co-ordinating Committee.

It is important that members of these parties be nominated on the basis of their knowledge of their workplace and having the appropriate skills to properly carry out the task.

It is recognised that members of these consultative forums will need agreed training to carry out their roles. It is also acknowledged that resources such as a skilled agreed facilitator should be provided where requested.

- 3.2 It is recognised that the parties will need to refer matters to their decision making bodies and members as necessary.

4. Relationship to Parent Awards

This Agreement shall be read and interpreted wholly in conjunction with any existing Award or Agreement which applies to those parties listed in clause 2 above. Provided that where there is any inconsistency, this Agreement shall prevail to the extent of the inconsistency.

5. Objective of this Agreement

The purpose of this Agreement is to clearly identify common objectives for improved employer/employee relations and improved productivity and quality of employment, and delivery of quality service linked to the Public Transport Corporation organisational objectives.

The Enterprise Agreement should focus on the long term issues of restructuring within the PTC. This means the parties must work through issues of changed work organisation, job reclassification, training, skills development designed to enhance the long term future of the PTC.

Management accepts its responsibility to give leadership and accountability in the achievement of greater productivity.

The PTC and Unions have demonstrated an ability to co-operate by improving the cost efficiency of public transport through the implementation of the Budget-initiatives Process from which significant ongoing savings have been and are being achieved. The parties agree that these reforms have significantly and permanently improved the efficiency of the Corporation.

This Agreement sets out those matters which will form the basis of continued reform and improvement leading to the ability of the parties to agree on wage and salary increases in addition to further enhancing cost recovery.

To achieve this it is recognised that both unions and management need to adopt a consultative and participative approach to the implementation of the initiatives outlined in clause 6 below, and this needs to be predicated upon an agreed strategy to ensure consistency and co-ordination across the areas/groupings covered by this Agreement and referred to in 3.1.

6. Implementation Strategy

The parties agree to achieve significant improvements in performance throughout the PTC.

This will be accomplished by addressing the entire public transport system, the organisational structure, the equipment, the employees (from shop floor to senior levels of management) that combine to develop and meet the PTC. objectives and in particular better service delivery.

The parties therefore agree to undertake the following specific activities:

- 6.1 Establish consultative mechanisms to resolve issues. The parties are in agreement regarding the need for training of management, unions and staff over the implementation of the agreement. The details of this training will be developed and implemented as part of the agreement.
- 6.2 The parties commit themselves to a process of continuous improvement and see performance indicators as a means of measuring what has been achieved and the need for any further improvements. The primary role of performance indicators is to assist in the attainment of corporate goals in the interests of the customers, employees and the Public Transport Corporation to supply a better service.

It is acknowledged that performance depends not only on employee contribution but also on the quality of the infrastructure and equipment available.

It is recognised that where there are existing indicators, these are used for internal management purposes and tend to be narrowly focused on financial criteria.

The parties reject the notion that there is a single measure of productivity such as labour unit cost because this ignores the other elements of effective performance.

We, therefore, define effective productive performance as encompassing the following five elements:

- financial indicators eg. revenue, market share, unit cost of materials/labour/overhead.
- service delivery eg. on-time running, rolling stock, infrastructure and other equipment availability, safety performance and absenteeism, number of outputs.
- external customer satisfaction eg. rolling stock cleanliness, customer response time, community perception of services provided.
- internal customer satisfaction eg. response time of reporting, communication and delivery.
- employee satisfaction, eg. job satisfaction, employee participation, career path and personal development, perception of management responsiveness and leadership.

The parties are committed to the objective of achieving the best known practice, nationally or internationally, where such practice is considered relevant and adaptable by utilization of appropriate benchmarks. It is important to state that performance targets must be set on the basis of current or existing standards of infrastructure and equipment.

The parties see performance indicators as a valuable strategy for lifting the public's perception of the PTC. and thereby expanding the usage of public transport. In particular, the parties see merit in developing agreed standards for the delivery of public transport.

Performance indicators should be developed as close as possible to the workplace where they will apply with due regard to the need for a corporate overview. Performance indicators must be consistent, understood and accepted by all parties.

6.3 The parties will formulate within eight weeks:

- an agreed methodology for developing performance indicators.
- agreed suitable consultative mechanisms

7. Delays in implementation of any of the matters covered by this Agreement as a result of causes beyond the control of the parties, shall not render the Agreement void and the operative dates as specified herein shall apply unless otherwise agreed between the parties.

8. This agreement will not prejudice any further wage increases that may be made under the Structural Efficiency Principle to reflect adjustments necessary to create appropriate and proper relativities according to that principle.

These will be achieved in terms of the following:

- (i) An agreed intergrated classification structure with definitions and generic work level descriptions which shall be trialled for a six month period shall be completed by 15 June, 1992.
- (ii) Agreed percentage relativities and pay rates for the new integrated structure for the six month implementation trail shall be completed by 15 June, 1992.
- (iii) In order to progress peripheral and incidental duties the parties have agreed on what constitutes peripheral and incidental duties and guidelines for their application/implementation.
- (iv) A document setting out the guidelines for implementation of the new integrated classification structure shall be agreed between the parties prior to the commencement of the six month implementation trial. (See Appendix II as attached).

9. It is agreed that the implementation trial process shall include:

- (i) Validation of the new structure to ensure that the new classifications have been included in the appropriate skill level,
- (ii) Ensure that individual employees have been translated into the correct skill level in the new structure,
- (iii) Re-define generic work level standards and develop competency standards.
- (iv) Complete job re-design paying particular attention to devolution of supervision and skills upgrading.
- (v) Develop and implement training for the new structure paying particular attention to EEO principles, the needs of non english speaking workers and workers with literacy and numeracy difficulties.

10. Single Bargaining Unit

For the purpose of negotiating this enterprise agreement in accordance with the decision in the October 1991 National Wage Case (Print K0300) a single bargaining unit has been established as follows:

The single bargaining unit comprises parties to this agreement. The unit will collectively agree upon all issues to be negotiated at the enterprise, including those specified in clause 6 above.

11. Measures to Achieve Gains in Productivity, Efficiency and Flexibility

In accordance with the terms of the decision in the October 1991 National Wage Case (Print K0300), the following measures are designed to achieve real and demonstrable gains in productivity, efficiency and flexibility which will be implemented:

Management and unions commit themselves to the implementation of the following measures designed to achieve real and demonstrable gains in productivity, efficiency and flexibility in order to produce a highly efficient and effective public transport system and productive workplace in which all PTC staff have the opportunity to reach their full potential.

In this regard the parties have developed and agreed the set of key issues to which the following principles apply:

- The Pilot Projects are to be conducted on the basis that no existing employee will suffer loss of employment or be otherwise disadvantaged in terms of current pay and conditions.
- After a designated time period the results of the Pilot Projects are to be reviewed and future arrangements based on the results of the pilots will be the subject of separate negotiations.

12. The parties agree to establish a single award in the Corporation based on consistent award conditions, expressed in plain English, and will develop a timetable to achieve this objective.

13. National Standards

This Award, consistent with the October 1991 National Wage Case Decision (Print K0300) shall not operate to cause an employee to suffer a reduction in ordinary time earnings or in national standards such as standard hours of work, annual leave or long service leave.

14. Wage Increases and Review Process

As a consequence of the unions commitment to implement this agreement in full, the PTC agrees to pay a wage increase of 4.5% to all employees. The wage increase shall be payable in two instalments on the following basis:

1. a payment of 2.5% operative from the first pay period on or after the date this agreement is ratified by the Australian Industrial Relations Commission;
2. a second payment of 2.0% payable not earlier than four months from the date of the first payment provided that the AIRC is satisfied that sufficient progress towards full implementation consistent with the objectives, commitments and timetables contained within this agreement has occurred such as to warrant the payment then being made, or such later date as the AIRC determines.

For the purpose of assisting the AIRC in its determination the parties shall submit for review a comprehensive report and such other material as the Commission requires detailing progress made on all measures contained in the agreement.

15. Monitoring of Agreement

Notwithstanding any monitoring provisions contained elsewhere in this agreement the parties agree to abide by any recommendation of the AIRC as to the monitoring of this agreement during its term so as to ensure sufficient ongoing progress is made consistent with the agreement.

APPENDIX II

Peripheral and Incidental Duties

1. The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure provided that such duties are not designed to promote deskilling.
2. The employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
3. Any direction issued by the employer pursuant to subclauses 1 and 2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.
4. The parties to this agreement acknowledge that substantial efficiencies and increased productivity can arise from the implementation of peripheral and incidental duties.
5. It is agreed that employees will be required to carry out duties in a nature incidental to the performance of their main task or peripheral to the performance of their main task provided that performance of such additional duties is within the individual's capacity and does not require any training other than for familiarisation purposes.
6. The over-riding intent of this process is to enable each employee to complete, to the maximum practical extent, whole jobs, ie: all of the task associated with the particular job provided that it is safe, legal sensible and the individual is competent to carry out such duties within his/her training.
7. Mutually agreed consultative mechanisms will be established in each work area and must agree upon and monitor the application of incidental and peripheral work practices as they apply to their area of work. Any disagreement over implementation will be referred to the functional group sub-committee for resolution. Issues unable to be resolved at this level will be settled at the Peak Co-ordinating Committee meeting.

KEY ISSUE SUMMARY

Key Issue 1: Review of Workshops/Maintenance Providers

In response to the National Rail Corporation it is necessary to achieve production costs equivalent to that of the private sector. Thus the identification of the existing gap, and improvements in productivity are essential. A review is to be established to set productivity targets, implement quality assurance, examine the ratio of indirect to direct labour and assess the conditions needed to justify capital investment.

Key Issue 2: Competitive Bidding

With respect to Infrastructure Capital Works Programs, the parties have agreed to initiate immediate reviews of all PTC works area's potentially involved in competitive bidding. The explicit objective of the review is to enable the PTC to be in a position to bid competitively, thereby requiring an examination of all affected areas including existing work arrangements, overhead charges etc.

Key Issue 3: Service Now Program

The Service Now Program involves 17 key elements linked to stimulating the organisation to change from an operational orientated to customer service. The program measures of success are: (1) Improved cost recovery; (2) A more harmonious work environment; (3) Increased customer numbers; (4) Better Public perception of the services offered by the PTC; (5) Better productivity. The Service Now Steering Committee is responsible for reviewing the program on an ongoing basis.

Key Issue 4: Preston & Northcote Workshops

The proposal will allow a review of key performance areas within Preston and Northcote Workshops. To this end strategies will be developed enabling the implementation of productivity and quality equal or better than current Australian Best Practice. It is expected performance indicators will be developed by 31st May, 1992, followed by appropriate strategies in July 1992. It is anticipated the implementation will be achieved within two years.

Key Issue 5 : Suburban Train Guards - Rostering Flexibility and Productivity Gains

The PTC intends to develop a much greater customer service role for suburban train guards. In addition, the following changes to existing work practices shall be implemented. Some examples are:

1. Minimisation of taxi usage.
2. Changes to relief practices.
3. Review of guards involved in non revenue duties.
4. Shifts of 6 hours without meal breaks.
5. Shifts of 9 hours permissible.
6. Shifts of 10 hours on Saturdays and Sundays allowable and optional.
7. No mutual shift exchanges involving additional costs.
8. Deferral of train defect messages. Non safety faults.
9. Acceptable of PTC Absenteeism Policy.
10. Acceptable of PTC Uniform Policy.
11. Vacancy employment without expenses (temporary)
12. Standby and available shifts to be determined by management.
13. Rationalisation of crew rotations.
14. Eleven shift guarantee to cease when 38 hour week rotations commence.

Key Issue 6: Suburban Train Drivers Productivity

The objective of this initiative is to increase the efficiency of the suburban rail service by suburban train drivers by enabling drivers to complete more kilometres per shift. A reduction in non driving duties, together with alterations to current work practices and award provisions will increase the average driving time considerably.

Key Issue 7: Suburban Stations Minor Maintenance

A current Joint Union/Management review is to be undertaken to improve maintenance work practices and response times, to be followed by a six month trial of the recommendations. If a backlog cannot be reduced to three weeks for each request, District Business Managers will be permitted to seek quotations from private contractors on each item (max: \$2000 per station).

Key Issue 8: Doncaster & North Fitzroy Bus Depots Revised

The key objective of this issue is to provide greater efficiency in bus services. Following a PTC review covering 37 bus routes the following inefficiencies were identified:

- Insufficient running times.
- Inappropriate service levels.
- Duplication of services.

As a result, re-rostering and restructuring of services have commenced with agreement from AT&MOEA. Targeted improvements will provide a better level of all round passenger service.

Key Issue 9: Introduction of PC Based Systems to Depots

In conjunction with further training and 'hands on' experience for staff, the Tram and Bus Division agrees to introduce PC based systems at all depots to handle the following functions.

1. Basic rostering
2. Ticket and revenue accounting
3. Office administration

It is anticipated implementation will be subject to equipment availability.

Key Issue 10: Flexible Working Hours - Infrastructure Maintenance

It is proposed to pilot more flexible working hours to enable maintenance infrastructure tasks to be undertaken outside operational running times. A revised program of rostered shift patterns incorporating flexible starting times and 12-hour shifts is being considered. A planned three month trial is to commence within a month. If the trial proves successful, implementation to other infrastructure areas will be considered.

Key Issue 11: Minor Works in Depots and Workshops

Currently all maintenance in Tram and Bus Depots is the responsibility of Civil Maintenance. At present a backlog of 3-4 months exists. A proposal to use local PTC staff when available to carry out minor maintenance work is to be implemented. A six month trial will commence immediately. If successful, implementation within other Tram and Bus Workshops and Depots will occur shortly thereafter.

Key Issue 12: Uniform Issue to Uniformed Staff

The unions are willing to accept the issue of uniforms in tram/bus/rail as required on the basis of fair wear and tear.

Key Issue 13: Budget Initiatives (1991/92)

The unions have participated in budget initiatives so far this fiscal year. In addition, the unions have pledged a commitment to the following list of not yet implemented budget initiatives.

- * 5 The relocation of Dynon to South Dynon
- * 13 Ballarat Yard and Signal Rationalisation Agreement.
- * 33 Accommodation
- * 143/144 Low value purchasing
- * 59 Review of catering services, Flinders Street -
- * 74 Country Train Cleaning
- * 118/119 Rationalise Timber Inspection

Key Issue 14: Staffing Flexibility : Fast Track Break Even

This objective is designed to facilitate staff cover at Outwards Parcels Office to match current and future workload patterns. The utilisation of part-time employment to cover peak periods is proposed. A pilot trial lasting six months is to commence shortly. It is expected major cost savings will be derived.

Key Issue 15: Proposed Introduction of Computer Systems Assistance in Containerised Freight Handling

It is proposed to introduce a 'real time' computer support and control system - termed 'CHICS' into South Dynon Container Terminal. It is anticipated greatly improved handling time and turn-around periods will result. Implementation will commence immediately with tangible productivity gains to be achieved within two months.

Key Issue 16: Attendance Management

Already levels of absenteeism in the PTC are too high. To this end, a series of strategic recommendations arising from a Joint/Union Management working party are to be implemented across the Corporation. A package of measures, to monitor absenteeism, by developing work performance measures, working parties and policy changes is to be undertaken. Achievement of common sick leave policy and award conditions is required.

Key Issue 17: Tram and Bus Operations Rostering Arrangements

A joint review of operational rosters to establish the applicability of alternate roosting arrangements with the objective of achieving more flexible working arrangements.

The review is to commence within four weeks of this agreement and report in three months with a view to implementing pilots as appropriate.

Key Issue 18: Proposed Centralised - Infrastructure Maintenance Depot

It is proposed to centralise infrastructure maintenance functions into a common depot. It is anticipated a joint review be established to oversee the project. Benefits will include significant cost savings derived from the amalgamation of functions currently performed by separate depots. A target date for amalgamation is June 1994.

Key Issue 19: Effective Redeployment of Surplus Employees

The parties acknowledge the present redeployment provisions of the Transfer Redeployment and Redundancy Policy are not effective as they have not facilitated the early redeployment of surplus employees to meaningful work. The parties agree therefore to re-negotiate the policy in order to make it more effective in regard to early placement of surplus employees.

Key Issue 20: Dispute Settling Procedures

All current bans are now subject to immediate review. This review will be chaired by the PTC Industrial Facilitator with a view to rapid resolution. A report back deadline is scheduled not later than 30 June, 1992. A dispute settlement procedures will be put in place to enable better consultation and negotiation. Parties will review the success of these procedures by 20 August 1992.

Key Issue 12: Uniformity of Reporting Procedures

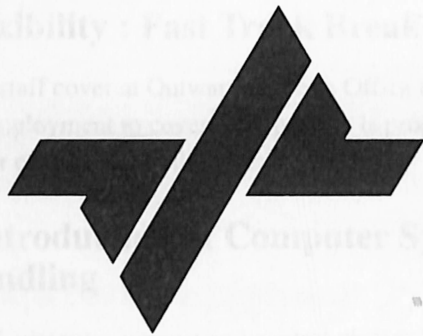
The objective of this issue is to ensure that all reporting procedures are uniform across the Corporation. This will allow for a more meaningful comparison of performance across different units.

Key Issue 13: Training and Development

The review has identified a number of areas where training and development is needed. The following table lists the key areas for attention:

- * 59 Review of catering services, February 1994
- * 4 County Train Cleaning
- * 118/119 Rationalise Timber Inspection

Public Transport Corporation



Key Issue 14: Staffing Flexibility: Fast Train Break Even

This objective is designed to facilitate staff cover in Canterbury. It is expected that the utilization of part-time employment will be increased. A pilot trial testing all possible options commences shortly. It is expected that...

Key Issue 15: Proposed Introduction of Computer Systems Assistance in Containerised Freight Handling

It is proposed to introduce a 'real time' computer system to assist in the handling of containerised freight. This is anticipated to greatly improve handling time and reduce errors. The system will be implemented in a number of key areas and will commence immediately with tangible productivity gains to be achieved within two months.

Key Issue 16: Attendance Management

Attendance levels of employees at the PTC are too high. To address this, a series of strategic recommendations arising from a Human Resource Management work group are to be implemented across the Corporation. A package of measures to reduce absenteeism, by developing work performance measures, incentive systems and policy changes, is to be undertaken. Achievement of common work life goals and agreed outcomes is required.

Key Issue 17: Train and Bus Operations Rostering Arrangements

A joint effort will be undertaken to establish the responsibility of operators to rostering arrangements with the aim of achieving more flexible working arrangements.

The review will commence within four weeks of this agreement and report in four months with a view to implementing the plan as appropriate.

Key Issue 18: Proposed Centralised Infrastructure Maintenance Depot

It is proposed to centralise infrastructure maintenance functions into a central depot. This depot will be established to service the network. Benefits will include improved efficiency and reduced costs. The depot will be established in a location to be determined. A target date for implementation is June 1994.