

M>TRAM ENTERPRISE AGREEMENT 2003

TABLE OF CONTENTS

CLAUSE	SUBJECT MATTER	PAGE
1.	PURPOSE	
2.	TITLE	
3.	PARTIES TO THE AGREEMENT	
4.	RELATIONSHIP TO AWARDS AND AGREEMENTS	
5.	SCOPE	
6.	TERM OF AGREEMENT	
7.	AIMS OF AGREEMENT	
8.	REMUNERATION	
9.	EMPLOYEE INCENTIVE SCHEME	
10.	CONTINUITY OF SERVICE	
11.	DISPUTE SETTLING PROCEDURES	
12.	UNION DELEGATES	
13.	RIGHT OF ENTRY	
14.	REDUNDANCY	
15.	SUPERANNUATION	
16.	SATURDAY SERVICES ALLOWANCE	
17.	MEALS AT OTHER LOCATIONS	
18.	TRAM DRIVERS LICENCE	
19.	PLAIN CLOTHES ALLOWANCE	
20.	MEDICAL EXAMINATIONS	
21.	EMPLOYEE ASSISTANCE SERVICES	
22.	LONG SERVICE LEAVE	
23.	INTERSTATE TRAVEL PASS	
24.	AUSTRALIAN GRAND PRIX	
25.	SHIFT BIDDING	
26.	NO EXTRA CLAIMS	
APPENDIX ONE	– LIST OF AWARDS/AGREEMENTS	
APPENDIX TWO	– CONDITIONS OF EMPLOYMENT	
APPENDIX THREE	– UNION BUSINESS DAY	
APPENDIX FOUR	– M>TRAM DEPOT EMPLOYEES AMENITIES FUND CONSTITUTION	
APPENDIX FIVE	– SEPARATION PACKAGE	
SIGNATORIES		

1. PURPOSE

1.1. The Agreement represents the commitment of M>Tram and the Australian Rail, Tram and Bus Industry Union (RTBU) Tram & Bus Division, to work co-operatively to:

- 1.1.1. ensure the continuation of the service delivery currently being provided by M>Tram; and
- 1.1.2. the provision of those services in the process of subsequently being transferred to another party.

2. TITLE

2.1. This Agreement will be known as the M>Tram Enterprise Agreement 2003.

3. PARTIES TO THE AGREEMENT

3.1. The parties to this Agreement are:

3.2. M>Tram which means:

National Express Group Australia (Swanston Trams) Pty Ltd; (Receivers and Managers Appointed) (Administrators Appointed)(Subject to Deed of Company Arrangement)

3.3. The Australian Rail, Tram and Bus Industry Union (Tram & Bus Division).

3.4. All Employees of M>Tram whose terms and conditions were subject to the Awards and Agreements as at 1 July 2003 set out in Appendix One.

4. RELATIONSHIP TO AWARDS AND AGREEMENTS

4.1. M>Tram recognises that the unions and their members require protection of existing rights, conditions and entitlements accrued under industrial awards and agreements which have transmitted obligations to M>Tram under the applicable provisions of the Workplace Relations Act 1996 (hereinafter referred to as the WR Act).

4.2. Subject to this Agreement and the WR Act, the Awards and Agreements as at 1 July 2003 set out in Appendix One and the Conditions specified in Appendix Two herein shall apply on the basis of each employee's existing classification, except when replaced by the Awards under review for Simplification as at 1 July 2003.

4.3. In the event of any inconsistency between this Agreement and the Awards and Agreements set out in Appendix One, then the provisions of this Agreement will prevail to the extent of the inconsistency

7.4. Project Implementation

7.4.1. In addition to the matters listed above, the parties acknowledge that the successful implementation of the Victorian Government's stated policy position for a single metropolitan tram service, in the medium term, is contingent upon the satisfactory completion of a number of significant projects intended to enhance the quality of service delivery and thereby patronage, of the service network.

These projects include, but not limited to the following:

7.4.1.1 Tram Refurbishment Project

M>Tram has a Franchise commitment to refurbish the B class and Z3 class trams. This is currently being done for M>Tram by Yarra Trams and will be an ongoing work activity. As part of this program agreement has been reached with the RTBU (Tram & Bus Division) to improve the security features in Z3 class trams for drivers. This will continue until all trams are completed.

7.4.1.2 Improvements at Tram Stops

This project involves the supply and maintenance of Passenger Information Display Systems (PIDS) to disseminate real time passenger information at some 150 stops within the metropolitan Tram network.

7.4.1.3 Combino Tram Project

The Combino tram project is for 59 trams in total. 38 are 3 module trams and 21 are 5 module trams. Trams are being placed into service at three monthly intervals in groups of 6 and 7 with one delivery group being 8 trams. The numbers at each delivery have been agreed within the contract. All 38 of the 3 module trams are scheduled to be accepted by 29th February 2004. The project is scheduled to be completed on 30th November 2004 when the last of the 5 module trams will be delivered. As a consequence of the introduction of Combino trams, an appropriate number of Z1 and Z2 class trams will be decommissioned and retired. Infrastructure works have been identified on all Malvern Routes including new operational procedures within the Depot.

7.4.1.4 Removal of Punctuality Impediments

This project is to identify critical delay priorities within the network, develop solutions and introduce traffic management measures aimed to remove such delays.

7.4.1.5 Refurbishment of Safety Zones

In order to meet the operational requirements of the new trams and Disability Discrimination Act obligations, several major stops and interchanges will be remodelled. They include Melbourne University, Domain Interchange, Glenferrie/Toorak Rd. Terminus

7.4.1.6 Upgrade of the Brunswick Depot

This project plans to upgrade and reconfigure some trackwork, birdproofing and fill in some of the pits within the shed.

7.4.1.7 Upgrade to the University Terminus

As the Melbourne University Terminus is the biggest delay point within the network it is proposed to reconfigure the shunt and stop to better suit operational requirements. This will require extensive track and overhead renewals and a new island platform stop. Construction of such work will involve a major disruption to existing services that effect services from Malvern, Glenhuntly and to a lesser extent Brunswick Depot.

7.4.1.8 Upgrade to Balaclava Junction

This project plans to replace and reconfigure the existing trackwork at the junction.

7.4.2. The RTBU (Tram and Bus Division) agrees to cooperate with and implement the projects subject to consultation on implementation as per the Consultation and Communication clauses of this agreement. It is not intended that employees will be disadvantaged in terms of their entitlements and conditions by the implementation of these projects.

7.4.3. Each of these project initiatives require the commitment by the workforce of M>Tram to work through the issues associated with the required changes to the way in which M>Tram conducts its business in the future. To this end, the parties acknowledge the necessity to work in a cooperative and collaborative manner to identify any potential areas of concern and where possible to develop strategies to ensure the concerns of staff are minimised.

7.4.4. To This end, the parties are committed to establishing appropriate enabling and/or specific provisions to ensure the implementation of ongoing business efficiencies.

7.5. Matters Affecting M>Tram Employees

Where an issue is identified that the parties agree has, or may have a direct impact on the employment conditions of an M>Tram employee, that matter will be resolved in accordance with the existing Awards, Enterprise Agreements and industry standards that currently apply to M>Tram and its employees;

If there are matters identified by the parties during the term of the M>Tram Enterprise Agreement 2003 that could necessitate the need for a significant change to the future working arrangements or conditions of employment of M>Tram employees, the parties jointly acknowledge that those discussions can be pursued and agreement reached within the framework of this Agreement. This Agreement will not preclude the negotiation of other agreements between the parties during the life of this Agreement in accordance with the dispute resolution procedure provided for in this Agreement whether or not such claim or matter is dealt with in this Agreement

8. REMUNERATION

8.1. In recognition of the commitment of the parties as set out in this Agreement, Wage adjustments will be made in accordance with the following schedule:

8.1.1. An overall increase in wages of 13% applied to the base rate during the life of the Agreement as per the following schedule;

<i>Effective from the first full pay period to commence on or after:</i>	<i>Increase</i>
1 July 2003	2%
1 January 2004	2%
1 July 2004	2%
1 January 2005	3%
July 2005	2%
1 January 2006	2%