



DECISION

Fair Work Act 2009

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

ERG Transit Systems Ltd

(AG2010/14826)

ERG TRANSIT SYSTEMS LTD ENTERPRISE AGREEMENT 2010 - (MELBOURNE OPERATIONS)

Business equipment industry

DEPUTY PRESIDENT IVES

MELBOURNE, 28 OCTOBER 2010

*Application for approval of the ERG Transit Systems Ltd Enterprise Agreement 2010 -
(Melbourne Operations).*

[1] An application has been made for approval of an enterprise agreement known as the *ERG Transit Systems Ltd Enterprise Agreement 2010—(Melbourne Operations)* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by ERG Transit Systems (the company), a member of the Vix-ERG Group Corporation. The Agreement is a single enterprise agreement.

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

[3] The Communications, Electrical and Plumbing Union—Communications Division, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act I note that the agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54, will operate from 4 November 2010. The nominal expiry date for the agreement is 1 March 2012.

DEPUTY PRESIDENT

[2010] FWAA 8322

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* ORIGINAL
SIGN off by
ERG Rep - employees
ERG Rep - employer

ERG Transit Systems Ltd Enterprise Agreement 2010

Melbourne Operations

JULY 2010

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Part I - Agreement Administration

1 Title

This Agreement will be known as the ERG Transit Systems Ltd Enterprise Agreement 2009. ERG Transit Systems is a member of the Vix-ERG Group.

2 Application and Parties Bound

This Agreement will apply to ERG Transit Systems Ltd (ABN: 51008895047) in relation to its operations in Melbourne, Victoria and all employees engaged in the classifications referred to in Appendix B.

This Agreement will stand alone and operate to the express exclusion, to the extent permitted by law, of any other industrial instruments.

3 Period of Operation

This Agreement will come into effect seven days after the date it is approved by Fair Work Australia and will have a nominal expiry date of 1st March 2012.

This Agreement will continue to operate after its nominal expiry date unless it is terminated or replaced.

The parties agree to commence negotiations three (3) months prior to expire.

4 Definitions

In this Agreement, the following terms have the following meaning:

Act means the Fair Work Act 2009

Base hourly rate of pay means the rates of pay listed under the heading 'Base Hourly Rate' in clause 20.1 of this Agreement.

Employer means ERG Transit Systems Ltd (ABN: 51008895047) and any successor

Employee means a person employed by the Employer in the classifications detailed in Appendix B

Technician means an employee who performs maintenance, service or repair of electronic and/or electro mechanical equipment in classifications detailed in Appendix B.

Technician - Shift Worker means an employee who works day and afternoon shifts, and typically rostered to work Saturday, Sunday and Public Holidays

Technician – Non Shift Worker means an employee who works 8 hours per day, Monday to Friday.

5 Application of NES

The National Employment Standards (NES) will apply at all times to the employees covered by this Agreement.

If the NES are subsequently varied to provide a more generous benefit than that provided by this Agreement, that benefit will apply.

6 Flexibility Agreement

Notwithstanding any other provision of this Agreement, the Employer and an individual employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the Employer and an individual employee.

- a) The terms the Employer and an individual employee may agree to vary the application of are those concerning:
 - i Arrangements for the way work is performed;
 - ii Overtime rates;
 - iii Penalty rates;
 - iv Leave loadings; and
 - v Allowances
- b) The Employer and an individual employee must have genuinely made the agreement without coercion or duress.
- c) The agreement between the Employer and an individual employee must:
 - i Be confined to a variation in the application of one or more of the terms listed in this Clause; and
 - ii Comply with the requirements of s.203(2)(b) of the Act in that the agreement only deal with permitted matters and does not include any unlawful terms.
 - iii Result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.
- d) The agreement between the Employer and an individual employee must also:
 - i Be in writing, name the parties to the agreement and be signed by the Employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - ii State each term of this Agreement that the Employer and the individual employee have agreed to vary;
 - iii Detail how the application of each term has been varied by agreement between the employer and the individual employee; and
 - iv State the date that the agreement commences to operate.
- e) The Employer must give the individual employee a copy of the agreement within 14 days after it is agreed to, and keep the arrangement as a time and wages record.

- f) Except as provided in this clause, the agreement must not require the approval or consent of a person other than the Employer and the individual employee.
- g) The agreement may be terminated:
 - i) At any time, by written agreement between the Employer and the individual employee; or
 - ii) By the Employer or the individual employee giving four weeks notice of termination of the arrangement, in writing, to the other party and the arrangement ceasing to operate at the end of the notice period.
- h) The right to make an arrangement pursuant to this clause is in addition to, and is not intended to otherwise affect, any other term of this Agreement.

7 Duties

Employees employed under this Agreement have an obligation to:

- a) Carry out all lawful directions according to their job description and any other duties the employer may reasonably require within their capacity;
- b) While on the Employer's premises and/or representing the Employer, dress and behave in an appropriate manner and not to cause any discomfort or offence to a reasonable person;
- c) Wear any uniform or protective clothing provided or required by the Employer to be worn while carrying out company business.

8 Occupational Health and Safety

The employer is committed to the provision of a safe, hazard free and healthy work environment. The employer will comply with the appropriate State Occupational Health and Safety Act and any accompanying Regulations.

- a) It is the policy of the company that all operations are carried out in compliance with statutory requirements and the company's own published work procedures.
- b) The company agrees to establish a work place committee comprising management and employees to review OH&S performance on a regular basis and co-ordinate the implementation of national and regional initiatives to enhance safety performance of the company.
- c) The company will provide its employees with all protective clothing and personal protective equipment required to perform their duties.
- d) No employee may be directed to perform any task, which they believe to be unsafe, or for which they have not been adequately trained. No employee may continue to refuse if the company has received an independent certification of safety.
- e) All health and safety representatives will be provided with accredited training to enable them to effectively discharge their responsibilities.

- f) All employees will conduct themselves in a safe and responsible manner, at all times following the standard operational procedure and safety requirements in the discharge of their duties.
- g) Employees will not wilfully or recklessly interfere with, or misuse, company supplied safety equipment and protective clothing.
- h) The employee shall be fit for work during working hours in order to ensure the health and safety of each employee. Fit for work means that an employee is not adversely affected by drugs (including prescription and non-prescription drugs), alcohol, fatigue, impaired physical fitness or altered emotional state.
- i) Employees found to have breached (f) or (g) will be subject to disciplinary action, which may include termination.
- j) Any dispute arising under this clause will be dealt with in accordance with the dispute resolution clause of this Agreement.
- k) The Employee shall immediately advise the Employer if he/she is under medication which he/she believes may impair his or her fitness for work (whether prescribed or non-prescribed medication), or is experiencing any condition that may affect or limit his or her ability to carry out normal duties in a safe manner, in order for the Employer to arrange alternate work or arrangements.

9 Consultation Process

- a) Employer is to notify:

Where the Employer has made a decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on the employees, the Employer must notify the employees who may be affected by the proposed changes and their representatives, if any; Such notification must provide the employees and their representatives, if any; with a bona fide opportunity to influence the final decision.

- b) Significant effects:

Significant effects referred to in 9 a) of this agreement include termination of employment; major changes in the composition, operation or size of the Employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

- c) Employer is to discuss change:

The Employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in this clause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

The discussions must commence as early as practicable after a definite decision has been made by the Employer in accordance with clause 9 a) of this agreement.

For the purposes of such discussion, the Employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes on employees and any other matters likely to affect employee provide that the Employer is not required to disclose confidential information the disclosure of which would be contrary to the Employer's interests.

10 Confidential Information

Information, other than that generally published and available regarding the Employers business operations and systems, financial affairs and structures (i.e. "confidential information") is of value to the employer and is a restricted and confidential information to any other person, firm or corporation without the previous consent in writing of the employer.

This obligation shall apply during the time of the employee's employment with the Employer and also after leaving the Employer's employment.

11 Intellectual Property

Any intellectual property invented or created by an employee as a result of their employment with the Employer shall remain the property of the employer unless otherwise agreed in writing between the employer and the employee.

12 Security

The Employer agrees to take all reasonable steps and precautions to provide a safe and secure workplace for employees and for their property, which may legally be brought to the Employer's property.

13 Employment policies, procedures and directions

Various policies and procedures exist for the effective and safe operation of our business and the welfare and interests of those who work for us. These policies and procedures are located on the Employer's Intranet (Business Management System - BMS).

From time to time we review and amend our policies and procedures, or introduce new ones. We will consult with you on any amendment to existing policies and procedures or the introduction of new ones.

You need to ensure that you always abide by our policies and procedures, as updated or issued from time to time and by any directions we give you in the course of your employment.

Signing and returning this agreement will take you to have accepted responsibility to familiarise yourself with these policies and procedures.

14 Work outside of employment

An employee may take external work without the approval of the Employer, as long as it does not interfere with or affect the hours, type, and level of work covered in this agreement, and the outside work does not affect the interests of the Employer or employment relationship. If in doubt, the employee is encouraged to discuss the nature and requirements of the outside work with his or her supervisor.

Part II - Contract of Employment

15 Full - Time Employment

A full time employee is an employee who is engaged to work as a Technician - Shift Worker or as a Technician – Non Shift Worker, for 38 ordinary hours per week averaged over a 12-month period.

16 Part – Time Employment

A part time employee is an employee who:

- a) is engaged to work an average of less than 38 ordinary hours per week; and
- b) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

For each ordinary hour worked, or part thereof - rounded up to the nearest 15min, a part-time employee will be paid at the rate of pay for the relevant classification on a pro rata basis.

17 Fixed Term Employment

A fixed term employee means an employee:

- a) Who is employed for a specified duration or task/project, which their employment will end at the completion of that period or task/project.
- b) Who has entitlement to paid annual leave, paid personal/carer's leave, paid public holidays and unpaid parental leave at the proportion that their hours bear to the hours of a full-time employee at the same classification; and
- c) Who may work a regular roster, which provides, on average, for up to 38 ordinary hours of work per week.

18 Probationary Employment

All new employees shall be on probation for a period of six months commencing from the date of commencement of employment with the Company. If any time during or at the conclusion of the probationary period an employee fails to meet the Company's standards and performance levels, their employment may be terminated or they may resign by giving one week's notice. In lieu of giving notice, the Company may elect to pay an employee one week's pay. If the employee fails to give one week's notice, they will forfeit one week's wages.

During or at the conclusion of the probationary period an employee shall be advised whether they have successfully passed their probation and whether their contract of employment will continue.

19 Casual Employment

A casual employee is one engaged and paid as such. A casual employee's ordinary hours of work are the lesser of an average of 38 hours per week or the average hours required to be worked by the Employer over a period.

For each hour worked, or part thereof, a casual employee will be paid the hourly rate as shown in clause 20.1 for the relevant classification level, plus a loading of [25%] in lieu of paid annual leave, paid personal/career's leave, notice of termination, redundancy benefits and the other attributes of full-time and part-time employment.

20 Salaries

20.1 Payment For Work

Employees will be paid for all time worked according to the hourly rates specific to their position level.

The hourly rate at which an employee commences work with the Employer is specified in the employee's Letter of Appointment and is inclusive of:

- Annual Leave Loading (for eligible employees @ 17.5%)

Employees shall be paid an hourly rate of pay commensurate with one of the following classification levels:

2009/10

	Base	Leave Loading	Hourly Rate
Level 1	\$29.80	\$0.40	\$30.20
Level 2	\$28.37	\$0.38	\$28.75
Level 3	\$24.44	\$0.33	\$24.77
Level 4	\$21.71	\$0.30	\$22.01

An employee's salary will be paid fortnightly in arrears into an account nominated by the employee. Pays are generally available on a Wednesday, except in cases where a public holiday falls within the processing period, or where technological difficulties beyond the Employer's control mean that there will be a delay in the processing or crediting of employee pays. Employees will be notified as soon as practicable of any circumstances which will result in a delay to processing and/or crediting of employee pays and will be advised of the expected alternate day on which pays will be available.

Pay slips giving details for earning and deductions will be issued each pay.

It is the responsibility of each employee to complete and submit an accurate time sheet at the completion of his or her working week.

20.2 Wage Reviews

- a) The hourly rate specified in clause 20.1 of this Agreement will be increased by 3% or CPI, whichever is the greater, effective from the first full pay period to commence in July 2010 and each July thereafter up until the nominal expiry date in clause 3 of this Agreement.
- b) The CPI figure utilised will be the federal all groups weighted averaged, published by the ABS for four quarters up to and including the June quarter of each year during the life of the Agreement.
- c) As June quarter CPI figures are not available until the end of July, wage increases will be made and backdated from the first full pay period to commence in July each year during the life of the Agreement.

20.3 Casual Loading

For casual employees, your hourly rate of pay includes a 25% loading on the hourly base rates specified for part time and full time employees. This loading is paid in lieu of entitlements to paid leave, and non-worked public holidays.

21 Hours of Work

21.1 Hours of Operation

The Employers operational hours are those defined under its customer contracts, Monday to Sunday including Public Holidays. The hours of operation may change due to business requirements; such changes will be communicated to employees with as much notice as possible.

21.2 Ordinary Hours

Ordinary hours of work for full time employees will be 38 per week, averaged over a twelve-month period, plus reasonable additional hours as might be required to meet operational requirements.

Actual hours of work will be based on the relevant roster according to the employee's position with ERG Transit Systems, which takes into account the operational requirements of the business, our occupational health and safety obligations, the nature of the work performed and the needs of employees performing the work in accordance with the factors listed in the NES.

Your normal rostered hours may be changed from time to time due to work demands, but as much notice as possible would be given in the event of a change. Your rostered hours may be changed by agreement or by the Company giving 7 days notice, provided that the average minimum hours worked provided for as detailed below,

a) Repair Center Department

- i **Technician – Non-Shift** Employees in the Repair Centre will be required to work 8 hours per day between the hours of 7:00am and 7:00pm, Monday to Friday, in accordance with the Repair Centre roster.

- ii Employees will be paid 7.6 hours per day and will accrue 0.4 hours per day towards a Rostered Day Off (RDO).
- iii RDO's will be accrued and taken in accordance with ERG Policy.

b) Field Services Department (Day Roster)

- i **Technician – Non-Shift Worker** Employees in the Field (Day Roster) will be required to work 8 hours per day between the hours of 6:00am and 6:00pm, Monday to Friday, in accordance with the Field Service roster.
- ii Employees will be paid 7.6 hours per day and will accrue 0.4 hours per day towards a Rostered Day Off (RDO).
- iii RDO's will be accrued and taken in accordance with ERG Policy.

c) Field Services Department (Shift Roster)

- i Technician - Shift Worker Employees in the Field (Shift Roster) will be required to work based on a 4 days on and 4 days off roster over a 12-month period.
- ii Start and finish times of shifts are staggered to ensure we meet our contractual service requirements. Your roster will be published regularly and made available to you each week. Any changes will ensure as much notice as possible is given in the event of a change and it will be discussed with the employees concerned.
- iii Hours of work for Field Technicians will be 11 hours 25 minutes, including the paid meal break and unpaid meal break.

21.3 Ordinary Hours – Part-Time Employees

A part time employee's usual weekly hours of work shall be as offered by the Company and may be changed to suit business demands by agreement or by the Company giving four weeks notice in writing. Starting and finishing times shall be determined by the Company to meet the needs of the business by the Company providing you with reasonable notice of regular roster and hours. You may be required to change your roster at short notice to meet the needs of the business.

21.4 Hourly Hire – Casual

If you are a casual employee, the number of hours that you may be required to work in any given week and the days on which you may be required will vary depending on the Company's operational needs subject to a minimum of 3 hours for each call out. When you are required to work, your hours of work shall be as specified by the company and may be varied at the start of shift. As much notice as possible will be given in the event of a change.

21.5 Additional Hours

- a) Overtime – Due to the operational requirements of the services provided, overtime becomes necessary from time to time, either to complete a normal activity or for an unforeseen circumstance. Consequently an employee may be required to work reasonable additional overtime over and above ordinary hours in which cases the following arrangements will apply:

- i The employee's supervisor or manager must approve any and all Overtime.
 - ii Overtime that is not approved will not be paid.
 - iii Where an employee is required to either,
 - Commence work before their scheduled start time on any day, or is required to work beyond their normal day, or work overtime on a Saturday, the employee will be paid overtime at:
 - The hourly rate specified in Clause 20.1 x 1.5 for the first three hours
 - The hourly rate specified in Clause 20.1 x 2 for every hour thereafter.
 - iv Any employee required to work overtime on a Sunday will be paid at: the Hourly Rate in Clause 20.1
 - The hourly rate specified in Clause 20.1 x 2 for every hour work.
 - v Employees who are required to work overtime on a Public Holiday, as defined in Clause 31 of the agreement will be paid at the Hourly Rate in Clause 20.1 x 2.5 for every hour worked.
- b) When an employee is required to work additional hours, continuous to a normal shift, an employee shall have at least 10 consecutive hours off duty between finishing that work and commencing ordinary work on the next day or shift. Any difference between the ordinary, rostered work hours on the following day and the time an employee is actually able to commence work will be paid at the base hourly rate of pay.
 - c) This provision does not apply to "**Call Outs**" or "**Standby**" where an employee provides service or support over the telephone or via remote access and where the time worked is less than four continuous hours.
 - d) Whilst an employee is "**On Call**" (e.g. for phone support) you will be paid an allowance of \$7.96 flat rate per hour. An employee called in to work from "On Call" shall receive four hours at their normal rate for each time called to work provided that an employee shall not be required to work the full four hours if the job is completed earlier.
 - e) Notwithstanding the above, where an employee is called again within the four-hour guarantee period, the first four hours shall be cancelled and the employee paid up to the commencement of the second or subsequent calls.
 - f) Whilst on "**On Standby**" (e.g., on standby to possibly work a shift) an employee will be paid an allowance of \$13.25 flat rate per hour, for a maximum of three (3) hours. Additionally, an employee called in to work from "**On Standby**" shall receive their normal hourly rate for all hours worked, plus any overtime outlined in Clause 21.5.
 - g) Short-term changes mutually agreed between an employee and the Company will not attract additional rates where the request is to satisfy an employee's need to change his / her short-term working hours.
 - h) An employee working three hours or more, directly beyond when their rostered shift was due to finish will be paid a meal allowance of \$16.43 flat rate.

21.6 Shift Work

In the event that an employee is required to work shifts, the following penalties will be applied to the Hourly Rate of pay as specified in clause 20:

	<u>Shift Allowance</u>
▪ Morning Shift	+ 10 %
▪ Afternoon Shift	+ 10 %
▪ Rotating Shift (11 hrs, 25 mins)	+ 15 %
▪ Night Shift	+ 15 %

Shift allowances will be applicable for each hour worked by an employee whilst on shift.

An employee's normal rostered hours may be changed from time to time due to work demands in accordance with this clause.

a) Morning Shift

A "morning" shift is a shift that commences after midnight and before 6:00am.

b) Afternoon Shift

An "afternoon" shift is a rostered shift that finishes after 6:00pm but before midnight.

c) Rotating Shift (11 hrs 25 minutes)

A rotating shift is based on a 4 day on 4 day off roster of 11 hours and 25 minutes, which is inclusive of one paid meal break and one unpaid meal break. The rotating shift is typically 0600 to 1725 or 1235 to 2400, which averages out to a 38-hour week over a 12-month period. The rotating shift will receive the shift allowance stipulated in Clause 21.6 for all hours worked.

d) Night Shift

Night shift is any shift that commences after 6:00pm and finishes after midnight. These shifts may arise when repairs or upgrades are to be carried out during "off-peak" transport times and an employee may be requested to work a night shift at short notice if urgent needs arise.

e) Weekend Shift

In the rare occurrence that an employee is rostered to work on a Saturday or Sunday, and for mitigating circumstances the shift is not classified as overtime or a rotating shift, then the employee will receive a 50% shift allowance for work carried out on a Saturday and a 100% shift allowance for work carried out on a Sunday.

22 Meal Breaks

22.1 Field Technicians

If an employee is rostered to work in the field for a complete shift, for every 5 consecutive hours or more worked the employee is entitled to a 30 minute paid meal break.

22.2 Repair Centre Technician

If an employee is working in the Repair Centre, for every day 5 consecutive hours or more worked the employee is entitled to an unpaid meal break of 30 minutes.

22.3 Shift Technician

An employee rostered to work shifts roster, will be entitled to one 30 minute unpaid meal break and one 30 minute paid meal break for 5 consecutive hours or more worked. The paid meal break will form part of the employee's 10 hours and 55 minutes of work.

22.4 Morning and Afternoon Tea Breaks

For all employees, a paid morning tea break and afternoon tea break of 10 minutes each may be taken subject to instruction from the employee's direct supervisor.

22.5 Travelling Time

- a) In instances where an employee may be asked to work, for a short period of time, at a location significantly further than your normal location of work, or finish a shift significantly outside your nominal zone of work, you will not be expected to travel the full distance in your own time. Extra travelling time associated with the temporary change of location is to be classed as working time.
- b) Whenever possible, and where business requirements permit, when allocating fieldwork Managers/Call Centre staff are to be mindful of an employee's home location and the travel time associated with getting to their required work location. This is intended to minimise the impact of excessive commuting time on an employee's life outside of work.

23 High Duties

Where applicable, staff acting in higher technical levels for a period of one continuous week or more (inclusive of public holidays) will be paid at the level at which they are acting for the period during which they are acting in the higher level position.

Part III - Termination of Employment

24 Termination Of Employment

Notice of termination is provided for in the NES.

24.1 Termination of Employment – Casual Employee

If you are a casual employee, either you or the Company may terminate the contract of employment on any day giving one hour's notice of termination, or pay in lieu of notice.

24.2 Termination of Employment – Other Than Casual Employee

Either the employee or the Company may terminate the contract of employment by giving notice in writing as required below.

The required period of notice is first worked out using this table:

Period of continuous service with ERG Transit Systems Pty Ltd	Period of Notice
up to 1 year	1 week
More than 1 year but no more than 3 years	2 weeks
More than 3 years but no more than 5 years	3 weeks
More than 5 years	4 weeks

The Company shall give you an additional one-week's notice if you are over 45 years old and have completed at least two years' continuous service with ERG Transit Systems.

24.3 Payment in Lieu of Notice

Regardless of the above required notice periods, the Company may give you payment in lieu of notice or part notice and part pay in lieu. The amount of payment in lieu of notice shall equal the total of all amounts that, if your employment had continued until the end of the required notice period, the Company would have become liable to pay to you.

25 Notice of Termination by an Employee

The notice of termination required to be given by an employee is the same as that required of an Employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

If an employee fails to give the required notice the Employer may withhold from any monies due to the employee on termination under this Agreement or the NES, an amount not exceeding the amount the employee would have been paid under in respect of the period of notice required by this clause less any period of notice actually given by the employee.

26 Redundancy

An employee is entitled to be paid redundancy pay by the Employer, where the employee's employment is terminated:

- a) At the Employer's initiative because the Employer no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour;
- b) Because of the insolvency or bankruptcy of the Employer; or
- c) In the event of the Company making a decision that it no longer wishes to keep a position an employee has been doing, and this is not due to the ordinary and customary turnover of labour.

A redundant employee will receive a redundancy payment calculated as follows, and paid at the hourly rate in clause 20.1 paid as a 38-hour week excluding shift penalties, **but including the 9% superannuation 'amount'**, in respect of all continuous service with the Company:

Period of continuous service	Redundancy pay
Less than 1 year's continuous service	1 week
Between 1 & 2 Years continuous service	4 weeks
Between 2 & 3 Years continuous service	6 weeks
Between 3 & 4 Years continuous service	8 weeks
Between 4 & 5 Years continuous service	10 weeks
Between 5 & 6 Years continuous service	12 weeks
Between 6 & 7 Years continuous service	14 weeks
After 7+ years continuous service, 1 week per year for each year thereafter	

Note:

If an employee is made redundant the employee will receive 1 day paid leave to seek other employment during the period of notice. The hours equal to one day need not be consecutive. In the event that a relevant client notifies the Company that a contract will be terminated, and the Company commences wind down stage (where labour is gradually reduced during the notification period), the Company will in the first instance seek volunteers to accept early retrenchment.

27 Performance Incentive Criteria

It is the Employer's objective that the performance and reliability of the ticketing system it maintains is maintained at levels of performance no worse than those recorded in the 12 months to 30 June 2010.

Consistent with this objective and subject to requisite criteria being satisfied the Employee shall be entitled to a performance-based incentive equivalent to one (1) week of base salary for each two (2) years of completed service. The requisite criteria is that the Customer Defined Availability ('CDA') penalties, excluding the penalty attributable to Exact Fare Operation ('EFO'), for the twelve (12) months ending 30 June 2011 shall not exceed \$26,650 as calculated under the Employer's contract with OneLink Transit Systems.

The incentive will be payable to the employee upon termination of employment, where the termination is by redundancy. Results are calculated weekly and published in the *'Executive Summary - CDA Penalty Report'*. This will be posted on the Notice Board for your perusal.

Where an event or factor beyond the control of the Employee or Employer materially impacts upon the Employer's ability to maintain the requisite system performance the Employer agrees to negotiate with the Employee and/or their nominated representative in good faith to provide a reasonable incentive having regard to the nature, severity and duration of the event or factor.

28 Additional Termination Benefit

The Employer is party to litigation wherein it seeks compensation from Keane Australia Micropayment Consortium Pty Ltd ("KAMCO") for unlawful termination of a contract to install and maintain equipment associated with the 'myki' ticketing system in Victoria.

If, before the expiry date of this agreement, the Employer is successful in the litigation and receives damages from KAMCO in relation to the Employer's loss in respect of the unlawful termination of the contract, an Employee with greater than (ten) 10 years of continuous completed service will be entitled to a supplementary termination payment equal to 2 weeks of base salary pay per year of continuous completed service in excess of nine (9) years, provided that the aggregate amount payable in relation to this additional termination benefit to all employees covered by this or similar agreements does not exceed 20% of the net damages received by the Employer.

Where the aggregate amount payable to all employees in relation to this additional termination benefit does exceed 20% of the net damages received by the Employer then the additional termination benefit payable to an individual employee will be reduced proportionally so that the aggregate amount payable by the Employer does not exceed 20% of the net damages received by the Employer.

For the purposes of this clause net damages received by the Employer means the damages awarded by the Supreme Court of Victoria in relation to the unlawful termination of the KAMCO contract, or other compensation received from KAMCO in settlement of the Employer's claims under the litigation LESS any unrecovered costs incurred by the Employer in pursuing and conducting its claim.

This supplementary termination payment will be paid to the Employee if the Employee has either;

- Not ceased employment at the time the damages or compensation award is received from Kamco; or
- Has involuntarily ceased his employment before the damages or compensation award is received from Kamco and such cessation of employment occurred after the Employer had received notice of termination of its maintenance contract with OneLink Transit Systems Pty Ltd.

The Additional Termination Benefit will not apply where an employee has been terminated because of serious misconduct.

29 Stand Down

The Employer may stand down and withhold payment for any part of a day during which an employee cannot usefully be employed because of any strike.

Where an employee has commenced work on any day and is subsequently stood down, the employee shall be paid for the actual hours worked and in any event a minimum of two hours wages.

An employee stood down in accordance with this clause will be permitted to access any accredited annual leave or long service leave at their request.

Part IV - Leave

30 Annual Leave

30.1 Annual Leave Entitlements

- a) Subject to sub-clause (2), for each year of service, employee's (Other than casual employees) are entitled to:
 - i 4 weeks of paid leave; or
 - ii 5 weeks if the employee's employment is described or defined as shift work.
- b) An employee's entitlement to paid leave accrues progressively during the year of service according to the employee's ordinary hours of work.

30.2 Taking Paid Annual Leave

- a) Paid annual leave may be taken for a period agreed between an employee and his or her employer.
- b) The employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

30.3 Cashing Out Annual Leave

An employee may request in writing to cash out one period of Annual Leave per year.

- a) Paid annual leave must not be cashed out if that cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks (160 hours); and
- b) Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the employer and employee; and
- c) The employee will be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

31 Personal/Carer's Leave

This clause applies to employees, other than casual employees.

31.1 Personal/Carer's Leave Entitlements

- a) Subject to sub-clause (2), for each year of service with his her employer, an employee is entitled to 10 days of paid personal/carer's leave.
- b) An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work.

31.2 Taking Paid Personal/Carer's Leave

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

- a) Because the employee is unfit for work because of a personal illness, or personal injury, affecting the employee; or
- b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of :
 - i a personal illness, or personal injury, affecting the member; or
 - ii an unexpected emergency affecting the member.

31.3 Personal/Carer's Leave May Be Paid Out on Redundancy

Where an employee becomes eligible for redundancy in accordance with clause 26 of this Agreement, the employee shall be entitled to be paid out the unused portion of their Personal/Carer's Leave entitlement that has accrued since 1 January 2010. To avoid any doubt, accruals of Personal/Carer's leave that accrued prior to 1 January 2010 shall not be paid out as part of a redundancy entitlement, and any personal leave taken from 1 January 2010 will be deducted from this entitlement. Payment shall be made at the applicable hourly rate in clause 20.1.

32 Public Holidays

32.1 Public Holidays – Definitions

Permanent full-time and part-time employees are entitled to take leave, without loss of pay, on the following public holidays gazetted for Victoria;

- New years Day
- Australia Day
- Labour Day
- Good Friday
- Easter Saturday
- Easter Monday

- Anzac Day
- Queens Birthday
- Melbourne Cup Day
- Christmas Day
- Boxing Day

For the purposes of this agreement:

- a) where Christmas Day falls on a Saturday or on a Sunday, the following Monday and Tuesday shall be observed as Christmas Day and Boxing Day respectively; and
- b) where Boxing Day falls on a Saturday, the following Monday shall be observed as Boxing Day; and
- c) where New Year's Day falls on a Saturday or on a Sunday, the following Monday shall be observed as New Years Day;
- d) where Australia Day falls on a Saturday or on a Sunday, the following Monday shall be observed as Australia Day; and the said Saturday and /or Sunday shall be deemed not to be a holiday.

32.2 Shift Workers and Public Holidays

- a) Employees agree that given the nature of the Employer's operations it is reasonable that they may be requested to work public holidays.
- b) If a shift worker is rostered to work on a public holiday, they will be paid their hourly rate (plus applicable shift allowances) for all hours worked, plus an additional 12 hours pay.
- c) If a shift worker is not rostered to work the public holiday, they will be paid an additional 8 hours pay in recognition of sometimes having to work a public holiday throughout the year.
- d) The shift roster will be made available three weeks in advance of public holidays.

33 Compassionate Leave

33.1 Entitlement to Compassionate Leave

An employee is entitled to 2 days of Compassionate Leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or member of the employee's household:

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

33.2 Taking of Compassionate Leave

An employee may take compassionate leave for a particular permissible occasion if the leave is taken:

- a) for the purpose of spending time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in clause 32.1 ; or
- b) after the death of the member of the employee's immediate family or household, referred to in clause 32.1

An employee may take compassionate leave for a particular permissible occasion as:

- a) a single continuous period of 2 days; or
- b) 2 separate periods of 1 day each; or
- c) Any separate periods to which the employee and his or her employer agree.
- d) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

33.3 Payment of Compassionate Leave (Other than for casual employees)

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

34 Long Service Leave

Employees are entitled to paid long service leave in accordance with relevant Long Service Leave legislation.

34.1 Pro Rate Long Service Leave

Where an employee has completed at least 10, but less than 15, years of continuous service, the employee is entitled to an amount of long service leave equal to 1/60th of the period of continuous service. Where an employee's employment ends after 7 years, the employee is entitled to an amount of long service leave equal to 1/60th of the period of their continuous service.

35 Community Service Leave

An employee who engages in an eligible Community Service activity is entitled to be absent from his or her employment for a period if the period consists of one or more of the following:

- a) Time when the employee engages in the activity;
- b) Reasonable travelling time associated with the activity; and

- c) Unless the activity is jury service – the employee's absence is reasonable in all the circumstances.

Community Service Leave is defined as;

- a) Jury service (including attendance for the purpose of jury selection) that is required by or under a law of the Commonwealth or of a State or Territory; or
- b) Carrying out a voluntary emergency service activity.

Where an employee is absent from a period of jury service, the employer must pay the employee at their hourly rate for the employee's ordinary hours of work in the period. The amount payable is reduced by the total amount of jury service pay that has been paid, or is payable to the employee.

36 Parental Leave

Employees are entitled to parental leave in accordance with the NES.

Part V - Entitlements and Benefits

37 Superannuation

The Employer will provide superannuation benefits to the ERG Group Superannuation Plan under Spectrum Super in accordance with legislative requirements.

As a member of this Plan, employees will also be eligible to join the Employer's Paid Salary Continuance Insurance Program, which is a separate, additional benefit for employees that will provide, in certain circumstances, up to 75% replacement of your salary if you are unable to work due to illness or injury.

Alternatively, an employee may nominate a complying fund of your choice into which the 9% contribution will be paid. Coverage under the Paid Salary Continuance Insurance Program is not a benefit offered to members of other plans.

38 Training

Training programs will become an integral part of each employee's career and forms the basis of the Employer's development activities. Employees may be requested to attend training sessions during your employment and you must be prepared to undertake whatever training is deemed necessary for you to carry out your role in a competent and professional manner.

All training will be paid at the base hourly rate including any applicable allowances.

Company approved training and employee development programs may receive study leave assistance at management discretion.

39 Tool of Trade and Allowances

- a) Where applicable, the company will provide Field Technicians with a company vehicle that remains the property of the Company at all times.
- b) The use of company vehicles for private use is restricted to travelling to and from work to the employee's normal place of residence.
- c) All parking fines and speeding fines will be at the employee's cost, driver as noted in the logbook.
- d) All use of employee vehicles will be reimbursed at the nominated rate as provided by the ATO per kilometer.
- e) The Company will provide employees with a uniform including, approved safety boots that remain the property of the Company at all times. The uniform is to be worn at all times during working hours.
- f) The Company will provide where applicable for relevant positions a mobile phone that remains the property of the Company at all time.
- g) An allowance of \$20 per month of private calls per employee is acceptable, however expenditure over this amount will require the employee to reimburse the company.

40 Medical Examinations

If there is a reasonable doubt that an employee cannot carry out their duties in a safe manner, the employee may be required to undergo a medical examination at the Company's expense by a doctor nominated by the employee, or where unavailable, by the company. A medical certificate may be required indicating that the employee is fit for normal duties.

Part VI - Resolution Of Disputes

41 Dispute Resolution Procedure


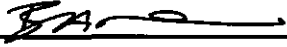

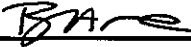
- a) Where a question or dispute arises in relation to the operation of this Agreement or the National Employment Standards, in the first instance, the relevant employee and their supervisor/immediate manager shall attempt to resolve the matter.
- b) If the issue has not been resolved to the satisfaction of either the employee or their supervisor, it is to be referred to the supervisor's manager who will attempt to resolve the matter.
- c) If the matter is still unresolved, the employee and the employee's manager may seek the assistance of the Maintenance Manager — Melbourne Operations.
- d) Should the matter still remain unresolved, the employee or the company will have the option of referring the matter to Fair Work Australia (FWA) for mediation.

- e) In the event the matter is not resolved by mediation it can be submitted to Fair Work Australia by either party for conciliation or consent arbitration. Any determination of Fair Work Australia will be accepted by the parties as final.

42 Costs

Where costs are involved in gaining assistance from a mediator or arbitrator, the Company shall pay for these costs.

43 Appendix A - Signatories of the Agreement

Signed for and on behalf of the Company ERG Transit Systems by its authorised representative:		Date: 23 . 01 . 2010
		
	Representative (signature)	
	Authority to sign	Katerina Sismanoglou
In the presence of:		
Witness		
	Witness: (signature)	
	BELINDA ARENA	
	Name of Witness (Print)	
	2/109 WELLINGTON ST ST KILDA	
	Address of Witness (Print)	
	Date	23/9/10
Signed by (employee's name): Employee Representative		Date: 23/09/10
		
	Employee (signature)	
	Authority to sign	Alex Kocherginsky
	Employee Address	2-12 Hope Crt Frankston
In the presence of:		
Witness		
	Witness : (signature)	
	BELINDA ARENA	
	Name of Witness (Print)	
	2/109 WELLINGTON ST ST KILDA	
	Address of Witness (Print)	
	Date	23/9/10

44 Appendix B – Job Descriptions

Position Title: Level 1 Technician	
Job Summary/Primary Objectives	
<p>Applies to a practised technician who provides specialised technical knowledge to problem solve difficult or complex situations</p> <p>They are highly skilled in the functioning of the AFC System. Perform value adding and training skills to ensure the Company's contractual obligations of the AFC System are fully met.</p> <p>Provide diagnosis of malfunctions in electronic mechanical AFC equipment and prepare reports and make recommendations for improvements to Management.</p> <p>Provide assistance, training, feedback and support to all levels of technicians as required.</p> <p>Prepare accurate records for all AFC equipment preventative maintenance programs.</p> <p>Provide assistance to management as required.</p> <p>Promotion to a level 1 role will be on job availability via selection of Level 2 technicians by Management through the use of performance appraisals.</p>	
Principal duties/responsibilities/tasks	
<p>Diagnose and repair equipment faults/malfunctions on site or in the repair centre on a standard hours roster or on a shift roster.</p> <p>Perform preventative maintenance as directed.</p> <p>Install and update software to all AFC equipment as required.</p> <p>Maintain accurate records on all test reports, preventative maintenance reports, customer service reports and equipment swap outs.</p> <p>Effectively repair equipment in accordance with established procedures and quality standards.</p> <p>Identify and report opportunities for quality improvements.</p> <p>Escalate quickly difficult problems, which may detract from the quality of service offered.</p> <p>Properly care for tools, testing equipment, spare parts, mobile phones, keys, PC's, uniforms vehicles issued by the Company.</p> <p>Secure and protect all basic fixed asset modules whether serviceable or unserviceable.</p> <p>Restock and maintain on a 1 for 1 basis a kit of parts and modules used during service</p>	

interventions.

Assist customers with enquires about the AFC System.

Adhere to customer's operational requirements and within those restraints.

Liaise with customers and subcontractors with the view to minimise down time of the AFC System.

Perform other duties and responsibilities as requested by Operations Manager or Supervisor.

Education, Qualifications & Specific Training

Essential:

Minimum of 2 years experience in the field of electronics and/or software driven electro/mechanical systems.

Electromechanical qualifications or equivalent.

Driver's license

Knowledge/experience required to carry out task

Essential:

Electro/mechanical aptitude.

Logical analysis skills with sound problem solving skills.

Particular 'skills' required

Essential:

Effective communication skills.

Strong customer focus.

Ability to work under pressure.

Keen eye for detail.

Interpersonal skills.

Ability to work autonomously or in a team environment.

Effective report writing skills.

Position Title: Level 2 Technician	
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Job Summary/Primary Objectives

Applies to a competent technician who is able to perform all key tasks relative to the

service, repair and preventative maintenance of the AFC System without direct supervision and to an established standard of quality.

The technician will keep accurate records of AFC equipment preventative maintenance programs module swap outs and other relevant reports.

Provide assistance, feedback, training and support to level 3 and level 4 technicians.

Promotion to a level 2 role will be determined by management using periodical performance appraisals. Management may consider an earlier promotion if the technician meets the required level of competency determined by the use of performance appraisals.

Principal duties/responsibilities/tasks

Diagnose and repair equipment faults/malfunctions on site or in the repair centre on a standard hours roster or on a shift roster.

Perform preventative maintenance as directed.

Install and update software to all AFC equipment as required.

Maintain accurate records on all test reports, preventative maintenance reports, customer service reports and equipment swap outs.

Effectively repair equipment in accordance with established procedures and quality standards.

Identify and report opportunities for quality improvements.

Escalate quickly difficult problems, which may detract from the quality of service offered.

Properly care for tools, testing equipment, spare parts, mobile phones, keys, PC's, uniforms vehicles issued by the Company.

Secure and protect all basic fixed asset modules whether serviceable or unserviceable.

Restock and maintain on a 1 for 1 basis a kit of parts and modules used during service interventions.

Assist customers with enquires about the AFC System.

Adhere to customer's operational requirements and within those restraints.

Perform other duties and responsibilities as requested by Operations Manager or Supervisor.

Education, Qualifications & Specific Training

Essential:

Minimum of 2 years experience in the field of electronics and/or software driven electro/mechanical systems.

Electromechanical qualifications or equivalent.

Driver's license

Desirable: Computer literacy
Knowledge/experience required to carry out task
Essential: Electro/mechanical aptitude. Logical analysis skills with sound problem solving skills.
Particular 'skills' required
Essential: Effective communication skills. Strong customer focus. Ability to work under pressure. Keen eye for detail. Interpersonal skills. Ability to work autonomously or in a team environment. Effective report writing skills.

Position Title: Level 3 Technician	
Job Summary/Primary Objectives	
<p>Applies to a basic skilled technician with limited skills to resolve problems with the AFC equipment. A technician at this level will be able to perform basic tasks of general repairs and preventative maintenance with limited supervision, however supervised during more complex work.</p> <p>Formal and on the job training will be on going during this stage of development. The first month of training will include 70% supervision and from then on supervision will be at managements' discretion.</p> <p>This level technician will also include all new casual and part time technicians with electro/mechanical skills and experience.</p> <p>A probationary period of 6 months is applicable at this level with a promotion to level 2 through performance appraisals. Management may consider an earlier promotion to level</p>	

2 depending on the performance of each individual.

Principal duties/responsibilities/tasks

Diagnose and repair equipment faults/malfunctions on site or in the repair centre on a standard hours roster or on a shift roster.

Perform preventative maintenance as directed.

Install and update software to all AFC equipment as required.

Maintain accurate records on all test reports, preventative maintenance reports, customer service reports and equipment swap outs.

Effectively repair equipment in accordance with established procedures and quality standards.

Escalate quickly difficult problems, which may detract from the quality of service offered.

Properly care for tools, testing equipment, spare parts, mobile phones, keys, PC's, uniforms vehicles issued by the Company.

Secure and protect all basic fixed asset modules whether serviceable or unserviceable.

Restock and maintain on a 1 for 1 basis a kit of parts and modules used during service interventions.

Assist customers with enquires about the AFC System.

Adhere to customer's operational requirements and work within those restraints.

Perform other duties and responsibilities as requested by Operations Manager or Supervisor.

Education, Qualifications & Specific Training

Essential:

Minimum experience in the field of electronics and/or software driven electro/mechanical systems.

Electromechanical qualifications or equivalent.

Driver's license

Desirable:

Computer literacy

Knowledge/experience required to carry out task

Essential:

<p>Electro/mechanical aptitude.</p> <p>Logical analysis skills with sound problem solving skills.</p>
<p>Particular 'skills' required</p>
<p>Essential:</p> <p>Effective communication skills.</p> <p>Strong customer focus.</p> <p>Ability to work under pressure.</p> <p>Keen eye for detail.</p> <p>Interpersonal skills.</p> <p>Ability to work autonomously or in a team environment.</p> <p>Effective report writing skills.</p>

Position Title:	
Level 4 Technician	
Job Summary/Primary Objectives	
<p>Level 4 is a fully supervised, entry level, trainee technicians' classification and is aligned to similar schemes within the electro/mechanical industry. A trainee will receive full training in all aspects of the AFC system fault repairs and preventative maintenance schedule. All work performed will be closely monitored to conform to the established standard of quality.</p> <p>A 6-month probation period is applicable at this level to assess suitability for continuation and rewarded with automatic promotion to level 3.</p>	
Principal duties/responsibilities/tasks	
<p>Diagnose and repair equipment faults/malfunctions in the repair centre on a standard hours roster or on a shift roster.</p> <p>Perform preventative maintenance as directed.</p> <p>Effectively repair equipment in accordance with established procedures and quality standards.</p> <p>Escalate quickly difficult problems, which may detract from the quality of service offered.</p> <p>Properly care for tools, testing equipment, spare parts, mobile phones, keys, PC's, uniforms vehicles issued by the Company.</p>	

Secure and protect all basic fixed asset modules whether serviceable or unserviceable.

Restock and maintain on a 1 for 1 basis a kit of parts and modules used during service interventions.

Adhere to customer's operational requirements and work within those restraints.

Perform other duties and responsibilities as requested by Operations Manager or Supervisor.

Education, Qualifications & Specific Training

Essential:

Minimum experience in the field of electronics and/or software driven electro/mechanical systems.

Electromechanical qualifications or equivalent.

Desirable:

Computer literacy

Knowledge/experience required to carry out task

Essential:

Electro/mechanical aptitude.

Logical analysis skills with sound problem solving skills.

Particular 'skills' required

Essential:

Effective communication skills.

Strong customer focus.

Ability to work under pressure.

Keen eye for detail.

Interpersonal skills.

Ability to work autonomously or in a team environment.

Effective report writing skills.