

AG833831 PR946237

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

s.170LJ Agreement with organisations of employees (Division 2)

Australian Rail, Tram and Bus Industry Union

and

El Zorro Transport Pty Ltd trading as Zorro Generating Solutions
(AG2004/2751)

EL ZORRO GENERATING SOLUTIONS ENTERPRISE AGREEMENT 2004

Public transport industry

COMMISSIONER LEWIN

MELBOURNE, 3 MAY 2004

DECISION

This is an application for the certification of an agreement made pursuant to the provisions of s.170LJ of Division 2, Part VIB of the *Workplace Relations Act 1996*, between the Australian Rail, Tram and Bus Industry Union and and El Zorro Transport Pty Ltd trading as Zorro Generating Solutions.

The application is made pursuant to s.170LS/s.170LM of the Act.

I have considered the terms of the agreement and I am satisfied that the agreement meets the no disadvantage test as prescribed in s.170XA of the Act.

I am also satisfied that the terms of the agreement have been genuinely approved by a valid majority of persons whose employment will be subject to the agreement.

Further, I am satisfied that the terms of the agreement were explained to those persons in appropriate ways, having regard to the particular circumstances and needs of those persons.

Moreover, the employer took reasonable steps to ensure that at least 14 days prior to the approval of the terms of the agreement by the persons concerned those persons had ready access to the agreement in writing.

The agreement contains procedures for preventing and settling disputes between the employer and the employees about matters arising under the agreement.

The period of operation of the agreement is specified in clause 4 and its nominal expiry date is 3 May 2007.

CERTIFICATION OF AGREEMENT

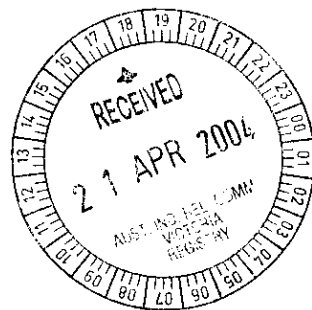
In accordance with section 170LT of the *Workplace Relations Act 1996*, the Commission hereby certifies the attached written agreement between the Australian Rail, Tram and Bus

Industry Union and El Zorro Transport Pty Ltd trading as Zorro Generating Solutions in this matter.

This order of certification shall come into force on 3 May 2004 and remains in force until 3 May 2007.

BY THE COMMISSION:

COMMISSIONER



El Zorro Transport Pty Ltd.

(ABN 54 087 200 995)

trading as

EL ZORRO GENERATING SOLUTIONS

Enterprise Agreement 2004

**EL ZORRO GENERATING SOLUTIONS
ENTERPRISE AGREEMENT 2003**

1. Title

This agreement shall be known as the El Zorro Generating Solutions Enterprise Agreement, 2004.

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3. Incidence and parties bound

This is an agreement between El Zorro Transport Pty Ltd. (ABN 54 087 200 995) trading as El Zorro Generating Solutions (**El Zorro Generating Solutions**) (**the company**) and the Australian Rail, Tram and Bus Industry Union (**the Union**), in relation to employees of El Zorro Transport Pty Ltd. who are covered by the award and agreement set out in clause 5.

4. Date and period of operation

This Agreement shall take effect from January 1 2004 following certification of the Agreement by the Australian Industrial Relations Commission (**AIRC**) under the provisions of the Workplace Relations Act 1996, and shall remain in force for a period of three years.

5. Relationship to awards and agreements

This agreement is to be read in conjunction with the following awards:

Awards

Locomotive Drivers Award Victoria 2001 (AW7870300)

Agreements

Freight Australia Ltd trading as Freight Australia Enterprise Agreement (CN 14042 of 2000)

This Agreement will be made under Division 2 of Part VIB of the Workplace Relations Act 1996 and presented to the Australian Industrial Relations Commission for certification under Division 4 of Part VIB of the Workplace Relations Act 1996.

El Zorro Transport Pty Ltd. trading as El Zorro Generating Solutions recognises that the Unions and their members will require protection of rights, conditions and entitlements designated under industrial Awards and Agreements which have will be honoured by El Zorro Transport Pty Ltd. trading as El Zorro Generating Solutions under the appropriate sections of the Workplace Relations Act 1996.

Subject to this Agreement and the Workplace Relations Act 1996 the Awards and Agreements set out in Clause 5 shall apply. In the event of any inconsistency between the Award and/or Agreement and this Agreement then the provisions of this Agreement shall apply to the extent of the inconsistency.

6. Aim of agreement

The aim of this Agreement is to promote a productive, efficient, flexible and co-operation in the workplace.

The parties recognise that customer satisfaction is necessary to make the company profitable and therefore provide for the long-term security of its workforce.

The parties also recognise the necessity of adopting a consultative and participative approach to the workplace to achieve efficiency at all levels within the company.

The parties' objective is to achieve and maintain the following:

- (a) a focus on customer satisfaction. Working with customers to identify their needs and to develop plans to meet those needs.
- (b) a commercial perspective, striving for a profitable outcome for all parts of the company business.
- (c) an environment and the means to ensure continuous improvement in all areas of the business.
- (d) safe and efficient operations.
- (e) open communication with employees and a co-operative management style encouraging teamwork.

7. Future negotiations

The parties agree to commence negotiations on a new agreement no later than January 1 2007. This agreement will not preclude the negotiation of other agreements between the parties during the term of this agreement.

8. No extra claims

The parties agree that during the term of this agreement, that no extra claim will be pursued for the conditions in this enterprise agreement.

PART B -- CLASSIFICATIONS AND FLEXIBILITY

9. Classification structure

The agreed classification structures in Clause "B" will be established to encourage employees to enhance their level of skills and to assist the Company to operate efficiently and with a high level of quality. Employees may be directed to carry out such duties and use such equipment as are within the employee's qualification and classification, consistent with the Company's responsibility to provide a healthy and safe working environment. Subject to the necessary supervision, employees may be required to assist other employees, work in groups or work alone. All classifications are to be clearly defined.

10. Training

Employees shall be provided with a structured program of training, which is the nationally accredited 104 week Victorian Train Driver Training scheme for Locomotive-grade trainees, which will enable them to perform the range of duties within the classification level. Employees shall not unreasonably refuse to undertake training within a classification level.

11. Utilisation of skills

Employees shall carry out such duties as directed by the employer from time to time subject to the limits of their skills, qualification and training relative to their grade/career structure. Should any

disputes arise in the application of this clause, it shall be dealt with according to the Clause 19 Disputes Settling Procedure.

12. Career path

All employees will be encouraged and assisted to progress to the highest level personally attainable consistent with the needs of the workplace.

13. Multi-Skilling

Employees will operate flexibly between workstations and work areas and carry out such duties as are within the limits of each employee's skill, classification structure, training and qualification. Subject to appropriate level of qualification, safeworking, industrial agreements with the employer, legal and health and safety requirements, employees are to perform all jobs within the workplace, consistent with a productive, efficient and flexible enterprise that will entail a variety of duties such as forklift/crane operation, assistance with locomotive and wagon maintenance tasks.

PART C -- PAY

14. Wage Increases

The following wage increases will be applied:

- 2 % January 1 2004
- 2% July 1 2004
- 2% January 1 2005
- 3% July 2005
- 2% January 1 2006
- 2% July 1 2006

15. Wages rates

All pay rates are total amounts excluding allowances listed. These rates will increase in accordance with the wage increases outlined in clause 14 above. The weekly rate of pay for ordinary hours worked shall be the following:

Classification Structure

DESCRIPTION	WEEKLY/ SALARY	Hourly Rate
TRAINEE NEW START	646.10	16.152
TRAINEE DRIVER STAGE 2 QUALIFIED 2 ND PERSON	704.60	17.615
TRAINEE DRIVER (COMPLETED 12 MONTHS DRIVER TRAINING SCHEME)	823.10	20.577
ADVANCED TRAINEE DRIVER (COMPLETED 24 MONTHS)	970.90	24.272
LOCOMOTIVE DRIVER QUALIFIED	1203.40	30.85
LOCOMOTIVE DRIVER ON JOB TRAINER	1203.40 (Allowance is paid on incident \$102.90)	30.85 (Allowance 2.572)

SPECIAL CLASS INSTRUCTOR DRIVER Locomotive driver who is appointed to be responsible for determining the train operation strategies for all types of trains on specified corridors, conducting classroom or simulator instructional duties, for evaluating or qualifying trainee drivers to locomotive drivers, responsible for co ordination and monitoring of on the job training for trainee drivers and locomotive drivers. Other duties include the development of instructional classes and simulation and training exercises and carry out check rides as required. Duties entailing operations co-ordinator for depot management.	1341.50	33.537
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16. Allowances

In addition to the rates referred to in Clause 15 above, the following shall be paid to employees who are qualified and authorised by management to fulfil such designated roles.

Allowances	Rate \$ (Tax Not Applicable)	Adjustment Method
DRIVER ONLY ALLOWANCE	2.37 per hour	Increases in accordance with Enterprise Agreement schedule, Clause 15.
REST EXPENSE MEAL ALLOWANCE	15.60 per 8 hour rest	CPI indexed adjusted annually
MEAL ALLOWANCE (Needs breaks/rostered duty in excess 10 hours)	5.95 per unit	CPI indexed adjusted annually
T & I PAID TO DRIVERS ON TEMPORARY RELIEVING DUTIES	110.80 per day	CPI indexed adjusted annually

The company will supply agreed standards of accommodation, and if unable to supply, T.I. will be paid.

PART D – CONDITIONS OF EMPLOYMENT

17. ANNUAL LEAVE

17.1.1 A full time employee covered by this agreement is entitled to 200 hours/5 weeks annual leave after each 52 weeks of continuous service.

17.1.2 A permanent part-time employee is entitled to annual leave which is calculated on a pro rata basis.

17.1.3 Any employee who is sick whilst on annual leave may apply to substitute sick leave for annual leave verifying that the employee was incapacitated through illness.

18. Sick Leave

An employee is entitled to 15 days sick leave on full pay on the completion of 3 months service. The employee is then entitled to a further 15 days sick leave on full pay per annum as at the 1st July each year.

18.1 Medical certificates

Applications for leave of absence on the grounds of illness shall be supported by a satisfactory certificate of a registered medical practitioner, or other evidence such as a statutory declaration may be acceptable to an employer in specific incidences. An employee may be granted leave of absence on the grounds of illness, without the production of a medical certificate, to the extent of 5 days in an aggregate in any sick year leave of service. Provided further that the maximum number of consecutive days that will be granted without the production of a medical certificate shall be 3 days.

19. Locomotive-grades salary sacrifice agreement

El Zorro will provide the facility of salary sacrificing for all the locomotive grades to nominate a fixed amount from the pre-taxed fortnightly wages to be paid into superannuation. The fixed amount may be varied twice in a 12 month period. Contributions made under this agreement will be limited to superannuation funds VicSuper or STA (Superannuation Trust of Australia), or other complying funds as agreed by the parties.

20. Superannuation

El Zorro Transport Pty Ltd will deposit the superannuation guarantee funds into VicSuper or STA (Superannuation Trust of Australia), or other complying funds as agreed by the parties.

21. Contract of employment

Locomotive-grade employees will not be employed under temporary/fixed term employment, labour hire or casual employment arrangements.

a) Probationary employee

Each new employee will be employed under the following terms and conditions:

- i) From commencement, the new employee will be paid at the rate stipulated by this agreement for their classification for the three-month probationary period. Holiday, sick leave and all other entitlements etc will accrue from the initial start date.
- ii) During this time, management will review the employee's performance against a performance standard agreed with the employer, and have discussions regarding progress.
- iii) In the event that during the three-month probationary period the new employee does not meet the requirements of the position, the employee may be terminated.
- iv) If the employee is not terminated pursuant to this clause within the 3 month probationary period, at the expiry of that period the employee will be deemed to have completed the probationary period and be automatically classified as a weekly employee.
- v) An appropriate supervised training period is to apply.

(b) Permanent Part-time employment

- i) A permanent part time employee is a person employed permanently to work fewer ordinary hours than those worked by a full time employee performing the duties of the classification.

Hours of Work

- ii) Except where otherwise provided, part-time employees shall be paid at an hourly rate of one fortieth of the weekly rate prescribed by this Agreement for the appropriate classification.
 - iii) A part-time employee shall have leave entitlements identical to full-time employees albeit on a pro-rata proportionate basis.
 - iv) A permanent part time employee shall be entitled to the same training and promotion opportunities as a full time employee.
 - v) Part-time employees will not be used to displace existing full-time employees but used as supplementary staff to cover peak demand period, or for special programs, or where a particular skill is not available.
- VI) The number of ordinary hours worked per week by a permanent part time employee will not be less than 15 hours and not more than 30 hours per week for the purpose of the guarantee as agreed between the parties.

22. Conflict of interest

Employees shall not, during the term of this Agreement, set themselves up or engage in private business or undertake other employment in direct competition with the employer using knowledge or materials gained in their employment with the employer. However, employees may undertake other employment so long as such employment is in their own time and does not conflict with their employment with El Zorro Generating Solutions. The employee must advise and seek endorsement from El Zorro. Failure to do so may result in dismissal.

23. Service Agreement

El Zorro may negotiate work for other companies using El Zorro employees to carry out the train operations. El Zorro will meet the following criteria of a service agreement:

- The parties agree that El Zorro Transport Pty Ltd crews can be seconded to other rail companies for a defined period as agreed between the parties.
- That all relevant documentation pertaining to accreditation and qualifications of the staff will be provided on request of the signatories of this agreement.
- All employees will have all appropriate equipment and work instructions provided.
- All employees will be properly accredited for the work they are employed to do.
- Seconded El Zorro crews will work under the pay rates and conditions defined in the rail company Enterprise Agreement. Should that rate be less than the El Zorro rate of pay, it will be supplemented by El Zorro to ensure no financial disadvantage for the employee.
- WorkCover liability will be the responsibility of El Zorro Pty Ltd.

stages of discussion. At least seven days should be allowed for all stages of the discussions to be finalised.

- f) The parties are committed to achieving negotiated settlements without work stoppages. However, if the negotiation process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the Australian Industrial Relations Commission for conciliation and assistance in resolving the dispute. In the event that both parties to the dispute agree, the Commission may be requested to arbitrate on the matter.
- g) The parties agree that during the resolution of matters in accordance with this clause the parties shall be committed to avoid stoppages of work, lockouts or any other bans or limitations on the performance of work.
- h) The employer shall ensure that all practices applied during the operation of these procedures are in accordance with Safeworking practices.
- i) Where a dispute exists and whilst that dispute remains unresolved and is being addressed through this procedure, the parties will return to the situation and arrangements that existed prior to the issue which caused the dispute, such that no party is prejudiced during the process to resolve the matter.
- j) **Occupational Health and Safety Issues**
Where a matter involving occupational health and safety arises, it shall be dealt with in accordance with the provisions of the Occupational Health and Safety Act 1985, Victoria (as amended) and the industry Occupational Health and Safety agreement.

26. Best Practice

- a) 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 utilisation of appropriate benchmarks. Best practice is a continuous improvement process, which involves constantly reviewing, changing, adapting and integrating related approaches to organisational issues within the framework of this Agreement. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery of service issues.
- b) The parties recognise that best practice must be achieved within agreed timeframes to enhance the performance of the Company.
- c) The parties acknowledge that the implementation of the best practice approach will lead to the implementation of agreed initiatives.
- d) The parties agree that best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used.
- e) Best practice programs are to be based on the following principles:
 - employees and unions will be fully involved
 - a planned and structured approach will be used to set and achieve objectives

- appropriate facts, data and analysis will be made available to employees involved in the process
- partnerships with suppliers and customers will be actively pursued
- quality will be achieved by having well planned and managed processes
- processes will be standardised as part of process management
- continual improvement of all processes will be pursued
- ways will be sought to innovate and redesign processes
- emphasis will be on prevention and improvement; and
- an appropriate level of community and environmental responsibility will be demonstrated.

PART E -- DECLARATION AND SIGNATORIES

27. Declaration


This enterprise agreement has been negotiated through extensive consultation between management and employees. The content of the agreement has been canvassed with all parties.

28. Retrenchment Pay

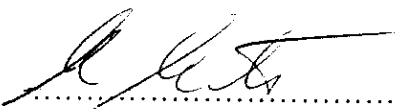
Where an employee is retrenched by El Zorro Generating Solutions the employee shall be entitled to the following payment:

- i) Four weeks notice or payment in lieu thereof;
- ii) 3 weeks pay per year of service to a maximum of 15 weeks.
- iii) Long Service Leave will be paid on a pro-rata basis after four years continuous service.

29. Signatories



 Managing Director
 El Zorro Generating Solutions



 Secretary, Australian Rail, Tram and Bus Industry Union Locomotive Division

Dated this 19TH day of APRIL 2004

**El Zorro Pty Ltd
Enterprise Agreement 2004**

ROSTER CODE

JANUARY 2004

PREAMBLE

The following instructions relate to the development of rosters and rotations and the payment of Locomotive-grade employees, employed by El Zorro, or its successors, and the condition in the El Zorro Generating Solutions Agreement.

Staff are required to book on at the appointed time and book off at the cessation of the shift.

The parties acknowledge and accept the Driver Only Operation Terms of Reference, Minimum Time Allocations for Train Operational Related Tasks, Minimum Standards of Accommodation for Resting Crews, as attached, and other supplementary agreements which define, in more specific terms, a number of broad references contained herein.

1. ORDINARY TIME OF DUTY

- 1.1 The ordinary time of duty for full time employees will be 160 hours to be worked over a cycle of 4 weeks cycle.
- 1.2 The ordinary time of duty for permanent part-time employees will depend on local rotations but will be no less than 60 hours and no more than 120 hours to be worked over a cycle of 4 weeks, or as agreed.
- 1.3 All days, including Saturdays and Sundays, and public holidays are equal for pay and roster purposes.

2. ROSTERING COMMITTEE/CONSULTATIONS

2.1 Rostering/Rotation Guidelines

- 2.1.2 At all locations RT&BU representatives and El Zorro rostering personnel are to work in conjunction to frame suitable rosters/rotations on an agreed basis.

2.2 Occupational Health & Safety

All rosters/rotations and each individual job will take into consideration all Occupational Health and Safety considerations, e.g. Distance, Mode of Operation, time of day, length of shift and relevant policies and practices.

2.3 Maximum Shifts Rostered Per Fortnight

- 2.3.1 The number of ordinary shifts per fortnight will be ten (10). It will be up to the individual employee to agree to work in excess of 10 shifts in any period of 14 consecutive days. A compulsory rostered day off must be rostered after 12 working shifts in any fortnightly pay period.
- 2.3.2 Rotations will be constructed so that no more than 10 shifts of work will be rostered in any period of 14 consecutive days. Additional shifts may be worked, up to a maximum of 12 shifts per fortnight, by agreement with the employee concerned. Rostering staff will ensure that when Locomotive-grade employees work additional shifts they are not rostered more than 12 shifts per fortnight.

2.4 Length of Shifts

- 2.4.1 Driver Only shifts will operate up to 8 hours in duration, or over 8 hours to a maximum of 8.5 hours subject to agreement with the Rail, Tram & Bus Union - Locomotive Division.
- 2.4.2 Part D.O.O. and part Two-Person shifts will operate up to 9 hours in duration, or over 9 hours subject to agreement with the Rail, Tram & Bus Union - Locomotive Division.
- 2.4.3 Shifts with two-persons consisting of a Locomotive Driver and another employee not qualified to drive will operate up to 9 hours in duration, or over 9 hours subject to agreement with the Rail, Tram & Bus Union - Locomotive Division.
- 2.4.4 Shifts with Two Drivers can operate up to 11 hours in duration.

2.5 Needs Breaks

- 2.5.1 El Zorro shall continue to afford locomotive operating grades a break of at least 20 minutes duration. Negotiations regarding the timing of the breaks shall be agreed upon through consultation with the Rail, Tram & Bus Union - Locomotive Division. In the event of late running the timing of daily Needs Breaks to be arranged in consultation with Train Control, or in the event of a Needs Break not being rostered, or rostered and unable to be taken, this will be considered a "Wasted Meal" and paid in accordance with the Wasted Meal Allowance Agreement an amount of \$5.95.

2.6 Interval Of Rest Between Shifts

- 2.6.1 The time which an employee shall be allowed off duty will be 11 hours at their home depot or 8 hours whilst at a rest depot.
- 2.6.2 Where a rest job extends beyond 10 hours duration on the first leg, a period of 10 hours rest shall be allowed, unless, in cases of emergency (i.e. accidents, collisions, compassionate reasons or by mutual agreement) attendance is required earlier.
- 2.6.3 These times may be varied by El Zorro and the Union subject to agreement being reached on suitable rest quarters and other conditions, as identified, being satisfied.

2.7 Developing Rotations

- 2.7.1 When developing depot rotations all rostered days off are for a minimum duration of 32 hours between shifts, unless otherwise agreed between El Zorro and the Union. Rostering staff will attempt to cluster together the maximum number of Off Roster days when formulating rosters.
- 2.7.2 A master rotation will be displayed at the depot sign on point. A copy of the Award and this Agreement shall be posted in a glass front lockable case.
- 2.7.3 Daily rosters will be posted as soon as possible but no later than 1400 hours each weekday. Off Roster notes must be received by the Roster Clerk prior to 0800 the day before being rostered off, or earlier as locally agreed on a depot by depot basis.

2.8 Alterations Of Rotations

- 2.8.1 With all permanent changes of rosters, El Zorro shall provide a minimum of 28 days notice.
- 2.8.2 Rosters covering Christmas and Easter holidays are to be posted at the earliest opportunity up to a maximum of two weeks, and a minimum of one week, prior.
- 2.8.3 There will be a minimum of two weeks notice for advice regarding holiday relief weeks, unless otherwise agreed as a result of local consultation.

3.1 Home Depot

- 3.1.1 In developing or altering the daily roster, El Zorro may require to change an employee's sign-on or sign-off times to within a four hour span either side of the original sign-on or sign-off time, in accordance with the posting of daily rosters.
- 3.1.2 When rostered on Rest Job workings employees are not to have their daily sign-on time altered more than four hours either side of the sign-on time shown on the master roster rotation, on either the forward or return journey, unless by agreement with the employee concerned.
- 3.1.3 Working advice may be left on a telephone answering machine, however arrangements may be left to request an employee to contact the employer.
- 3.1.4 Advice of roster alterations shall be affected by an agreed communication process between the individual employee and the rostering staff.

3.2 Rest Location

- 3.2.1 Where an employee is at rest, alterations to sign on time will be kept to a minimum. If the original sign on time is lifted up (i.e amended to sign-on at an earlier sign-on time), then the employee will receive a credit towards ordinary hours for all time from the lifted up sign on time until sign off time. If the original sign-on time is laid back (i.e. amended to sign-on at a later sign-on time) the employee will be paid from the original sign-on time until sign-off time at the end of the shift.

e.g. Original Sign on 1400 put back to 1500
Employee to receive a credit towards ordinary hours from 1400.

- 3.2.2 Where any working with rests/barracks is involved, the first crew to book on at the home depot shall be the first to book off at the home depot, but not necessarily the first out of the barracks. This may involve working on or travelling on trains other than that for which crews were originally rostered to work or travel.

3.3 Detention Away From Home Depot

- 3.3.1 Rotations will be developed so that wherever practicable detention away from home depot on a rest job will not exceed 12 hours duration after sign-off at the temporary

location. A payment will be made, at the employee's normal hourly aggregate rate, for all hours that an employee is detained at rest in excess of 12 hours.

- 3.3.2 The hours do not contribute to an employee's ordinary cycle hours and will be paid separately. The total detention hours owed the employee will be paid out monthly.

3.4 Rostered Hours When Going To Rest

- 3.4.1 Each leg of a rest job is to be credited for a minimum of 8 hours unless otherwise agreed. Each leg will count as a shift.
- 3.4.2 Replacement of an employee for a rest job would be arranged by each location and determined on a local basis.
- 3.4.3 The standard of accommodation at all rest locations to comply with current agreed policy.
- 3.4.4 The existing barracks bed allowance will increase in accordance with the incremental EBA wage rates percentage adjustments.

3.5 Rest Meal Allowances

- 3.5.1 The payment of Rest Meal Allowances is \$15.60. The entitlement for the frequency and number of meals is per 8 hours whilst at rest
- 3.5.2 The above amounts to be increased in accordance with CPI indexation.

4.0 MINIMUM PAYMENT

- 4.1 An employee who reports for duty and is then advised that he/she is not required shall be paid 4 hours pay.
- 4.2 An employee who signs-on and undertakes duty required shall be paid 4 hours, or the hours worked, whichever is the greater.

5.0 GUARANTEE

- 5.1 Time on duty is added to form total hours for the cycle. A full time employee who is ready, willing and able for all work offering is guaranteed 80 hours payment in each of two fortnights over a 4 week cycle. In the case of permanent part-time employees the guaranteed payment in each fortnight will be 40 hours payment in each of two fortnights over a 4 week cycle. The hours agreed in accordance with the part time provision and payment in each of the two week fortnights in the cycle.
- 5.2 The guarantee will be withdrawn during any fortnight that an employee is not available for all work offering in accordance with Clause 6.1. During that fortnight the employee will be paid only for the actual hours worked.
- 5.3 Where staff are not required for any rostered duty and no alternative duty is likely to become available then staff are to be notified as soon as possible. The guaranteed fortnightly aggregate wage remains intact.

6.0 UNDERTIME

6.1 If an employee is absent from duty without authorisation, time lost from duty is to be deducted from the wage to be paid in that fortnight.

7.0 EXCESS HOURS

7.1 Locomotive-grade employee will receive payment for all hours worked in excess of 160 hours in a 4 week cycle.

- Permanent part-time employees will receive payment for all hours worked in excess of cycle hours.
- An employee will receive payment for the hours worked on any shift/s in excess of 20 in any 4 week cycle. This provision will be identically applied to the reduced cycle hours of permanent part-time employees.
- Sick Leave will count as a shift towards excess hours/shifts. Sick Leave hours will be credited towards ordinary hours for the cycle.
- Where the guarantee has been reduced in accordance with Clause 6.2, cycle hours will be reduced by an equivalent number of hours lost.

7.1.2 All employees covered by this agreement shall make themselves available to work reasonable time outside of master rotation hours to ensure train running requirements are met, however, it will be up to the individual employee to agree to work in excess of 10 shifts in any period of 14 consecutive days. Time off duty for annual, sick and other leave and credit for public holidays and time off do not count as a shift/s for the purpose of calculating the 10 shifts of work.

7.1.3 Any employee called in for additional jobs shall not have their original roster adjusted, unless agreed.

8.0 EXCHANGE OF SHIFTS

8.1 An exchange of shift between employees covered by this agreement will be permitted subject to award and/or the provisions of this agreement being adhered to and the exchange of shifts is approved.

9.0 TIMESHEETS

9.1 Time sheets must be submitted, where required, by all Locomotive-grade employees showing hours of duty and full details of tasks carried out during each individual shift.

10.0 REPORTING BACK FOR DUTY

10.1 When reporting back for duty, employees will advise the O.I.C./Roster clerk of their availability, prior to 1400 hours on weekdays and 1100 hours on Saturday.

10.2 Reporting "Off Sick" is as per current provisions and guidelines.

10.3 When reporting "Back Off Sick" as per 14.1, if an illness/ailment has required an absence from duty for only that day the employee may report back on that same day.

11.0 PUBLIC HOLIDAYS

- 11.1.1 All gazetted Public Holidays nationally and statewide and the employees not required to work will attract an 8 hour payment. An employee required to work on gazetted public holidays will be paid time and a half for all hours worked, in addition to the 8 hour payment for the public holiday.
- 11.1.2 Any employee who takes annual leave during a period when a public holiday falls will be paid the public holiday and have his annual leave re-credited.

12.0 ADDITIONAL DUTIES

- 12.1 When an employee is required for the purposes of El Zorro for tasks other than their ordinary rostered duties, this time to be recognised and paid as hours/shifts in accordance with the Locomotive classifications.

13.0 TRAINING

- 13.1 All Locomotive-grade employees will be trained in accordance with the provisions of the nationally accredited agreed Victorian Locomotive Driver 104-week training scheme. Ongoing training for qualified Locomotive Drivers will be conducted using the agreed Continuation training provisions contained in the Victorian Locomotive Driver training scheme.

14.0 RELIEVING ROSTER

- 14.1 Personnel volunteering for relieving duties shall rotate through an availability list. Any member declining his turn of relief shall be placed on the bottom of the rotation list. Payment will be as shown in the attached schedule.

15.0 TRAUMA LEAVE

- 15.1 When employee/s is involved with a serious collision involving his/her rail vehicle the employee/s will be provided with up to five days paid leave per roster provided he/she is undertaking post traumatic stress counselling. Employees will not be financially disadvantaged by their taking Trauma Leave. Trauma Leave commences from the first shift the employee would normally have been rostered to work following the shift on which the accident occurred. The five-day Trauma Leave entitlement will be provided for each and every separate collision/accident/incident.

16. DRIVING COMPANY MOTOR VEHICLES

- 16.1 Locomotive-grade employees holding a current car driving licence may drive El Zorro company vehicles as per rotation. Should the employee not hold a current licence, other arrangements will be made. When an employee is required to drive Company vehicles for purposes in connection with their work or transfer arrangements, this time to be recognised and paid.
- 16.2 Company motor vehicles will not be driven by employees who have in excess of eight hours on duty since their time of sign on.

16.3 All employees, including the driver of the company vehicle, being transported in a company vehicle, will be fully covered for personal injury, or some other equivalent insurance, in the event of an accident causing personal injury.

17.0 NOTICE OF TERMINATION BY REASON OF REDUNDANCY

17.1 An employee who:

- (a) is over 45 years of age at the time of the giving of the notice;
- (b) with over 2 years of completed service (over 45 years of age); and
- (c) whose employment is terminated by reason of redundancy:

must be given 5 weeks notice of the termination of his/her employment, or payment in lieu.

17.2 Definitions

For the purposes of this clause, the following definitions apply:

- (a) Redundancy occurs when El Zorro decides that it no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.
- (b) Weeks' pay means the ordinary time rate of pay for the employees concerned

Period of continuous service	Severance pay
Less than 1 year	nil
1 year and up to the completion of 2 years	3 Weeks' pay
2 years and up to the completion of 3 years	6 Weeks' pay
3 years and up to the completion of 4 years	9 Weeks' pay
4 years and up to the completion of 5 years	12 Weeks' pay
5 years and over	15 Weeks' pay

17.3 In addition to the period of notice (or payment in lieu) an employee who:

- (a) has more than 4 years' continuous service with El Zorro and its predecessors;
- (b) whose employment is terminated by reason of redundancy; and
- (c) who would, apart from the operation of this clause would not have sufficient length of service to have an entitlement to long service leave or payment in lieu;
- (d) Must be paid an amount in lieu of long-service leave on a pro-rata basis.