

**V/LINE PASSENGER
UNION COLLECTIVE
AGREEMENT
2006 – 2009**

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PART 1 – APPLICATION AND OPERATION OF AGREEMENT

1. PREAMBLE

- 1.1 This Agreement has been developed to reflect all terms and conditions of employment applicable to V/Line employees which are capable of inclusion in a workplace agreement made under the *Workplace Relations Act 1996*.
- 1.2 The Agreement is intended to assist with the promotion of focus on the mutual needs of V/Line Passenger, its customers and employees, recognizing that the long term viability of a regional rail service is best achieved through the provision of quality service delivery within a safe and secure working environment

2. TITLE

This Agreement shall be known as the V/Line Passenger Union Collective Agreement 2006-2009 (“Agreement”).

3. PARTIES BOUND AND SCOPE OF AGREEMENT

- 3.1 This Agreement is binding upon:
- (a) V/Line Passenger Pty Ltd ACN 087 425 269 (“V/Line” or “V/Line Passenger”)
 - (b) The Australian Rail, Tram and Bus Industry Union (“RTBU”), and
 - (c) The Association of Professional Engineers, Scientists and Managers, Australia (“APESMA”).
 - (d) Employees of V/Line Passenger who are members of or eligible to be members of the RTBU or APESMA, other than as provided for in 3.2 (“employees”).
- 3.2 This Agreement will not apply to employees of V/Line Passenger who are senior executives engaged on Government Sector Executive Remuneration Panel (GSERP) contracts.

4. APPLICATION

- 4.1 This Agreement is a stand alone agreement that is to be read to the total exclusion of any Awards that would otherwise apply.
- 4.2 This Agreement operates to the exclusion of any award conditions that would, but for this Agreement, have effect in relation to the employees, including any protected award conditions that relate to the following matters:

- (a) rest breaks;
- (b) incentive based payments;
- (c) annual leave loadings;
- (d) public holidays;
- (e) monetary allowances;
- (f) loadings for working overtime or for shift work; and
- (g) penalty rates.

This Agreement makes provision for matters referred to in paragraphs (a) to (g) above. These provisions are set out in Parts 14, 15 and 16 of this Agreement.

- 4.3 Nothing in this clause 4 is intended to exclude rights or terms and conditions of employment set out in any agreement made at common law, such as a contract of employment or deed.

5. STRUCTURE AND INTERPRETATION OF THIS AGREEMENT

- 5.1 The terms in Parts 14, 15 and 16 inclusive are derived from the following awards and apply as part of this Agreement;

Locomotive Drivers (Victoria) Award 2001 (AW 811428)
Railways Traffic, Permanent Way and Signaling Wages Staff Award 2002 (AW 817741)
Railways Salaried Employees (Victoria) Award 2002 (AW 815560)
Railways Professional Officers Award 2002 (AW 817162)
Public Transport Corporation (Disruption to Work) Award 1990 (P0204)

- 5.2 The terms contained in Parts 8 to 13, (inclusive) of this Agreement prevail to the extent of any inconsistency with any term or terms contained in any other Part of this Agreement.
- 5.3 The terms contained in Parts 1 to 7 (inclusive) of this Agreement prevail to the extent of any inconsistency with Parts 14 to 16, (inclusive) of this Agreement.

6. PERIOD OF OPERATION

- 6.1 This Agreement commences to operate from the date of lodgement with the Office of the Employment Advocate.
- 6.2 The nominal expiry date of this Agreement is 30 June 2009.

7. AIMS OF AGREEMENT

7.1 Quality and Safety

This Agreement is intended to assist with the promotion of a focus on the mutual needs of V/Line Passenger, its customers and employees, recognising that the long term viability of a regional rail service is best achieved through the provision of quality service delivery within a safe and secure working environment.

7.2 Flexibility/Work & Family

A more flexible approach to the way work is performed that benefits the business and employees and provides a better balance between work and family life.

Fair pay for the work employees perform.

7.3 Communication

In order to ensure the proper application and operation of this Agreement an effective communication strategy that ensures all concerned are kept fully informed of the process is important. A communication strategy that builds trust and respect and serves to allay any uncertainty on the part of the V/Line Passenger employees concerning their future employment security and working arrangements will be developed.

7.4 Skill Enhancement

Potential for skills enhancement by V/Line Passenger is based upon identifying the skills and staffing requirements necessary to deliver V/Line Passenger services and assessing those needs against the potential of existing V/Line Passenger workforce to meet those demands. Where opportunities exist for staff to enhance their existing skills and competence in accordance with business and operational needs, V/Line Passenger will seek to develop strategies to facilitate that to occur.

PART 2 – CONSULTATION AND DISPUTE RESOLUTION

8. CONSULTATION

Consultation and communication with employees throughout all levels and particularly where change of employee status is being implemented will be a feature of the way V/Line Passenger conducts its business. Genuine and effective mechanisms for consultation and communication with employees are fundamental to the achievement of greater job satisfaction, productivity, efficiency and flexibility.

8.1 Introduction of Change

When V/Line Passenger has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, V/Line Passenger shall notify the employees who may be affected by the proposed changes and where applicable, a representative of the employee's choice.

8.2 Employer's Duty To Discuss Change

V/Line Passenger shall discuss with the employees affected and where applicable, a representative of the employee's choice, the introduction of the changes referred to in (the above clause) hereof, the effects the changes are likely to have on employees and shall give prompt consideration to matters raised by the employees and where applicable, a representative of the employee's choice, in relation to the changes.

The discussions shall commence as early as practicable after a definite decision has been made by V/Line Passenger to make the changes referred to in the clause above.

For the purposes of such discussion, V/Line Passenger shall provide in writing to the employees concerned and where applicable, a representative of the employee's choice, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that V/Line Passenger shall not be required to disclose confidential information the disclosure of which would be detrimental to V/Line Passenger's interests.

8.3 Nothing in this clause requires or permits V/Line Passenger to provide information about employees to the other parties to this Agreement except where the provision of that information is required or authorized by law.

9. DISPUTE SETTLEMENT PROCEDURES

In this clause, the term "party" or "parties" means V/Line and/or an employee or employees.

9.1 Resolution of disputes and grievances

(a) Unless otherwise provided for in this Agreement, a dispute or grievance about a matter arising under this Agreement, other than termination of employment must be dealt with in accordance with this clause.

- (b) This clause does not apply to any dispute on a matter or matters arising in the course of bargaining in relation to a proposed workplace agreement.

9.2 **Obligations of the parties**

- (a) The parties to the dispute or grievance agree to genuinely attempt to resolve the dispute or grievance through the processes set out in this clause and will co-operate to ensure that these processes are carried out expeditiously.
- (b) Whilst a dispute or grievance is being dealt with in accordance with this clause, work must continue in accordance with usual practice as it existed prior to the issue which caused the dispute, provided that this does not apply to an employee who has a reasonable concern about an imminent risk to his or her health and safety, has advised the employer of this concern and has not unreasonably failed to comply with a direction by the employer to perform other available work that is safe and appropriate for the employee to perform.
- (c) Neither party will be prejudiced as to the final settlement of the dispute or grievance by the continuance of work in accordance with this clause.

9.3 **Internal Process**

If the dispute or grievance falls within the scope of V/Line's internal dispute or grievance resolution process, the matter must first be dealt with in accordance with that process. If the dispute or grievance is not settled through the V/Line dispute or grievance resolution process, the matter will be dealt with in accordance with the processes set out below, provided that sub clause 9.4(a) and 9.4(b) will not apply to the extent that their requirements have been satisfied as part of an internal review process.

9.4 **Discussion of grievance or dispute**

- (a) The dispute or grievance must first be discussed by the aggrieved employee(s) with the employee(s) immediate supervisor.
- (b) If the matter is not settled, the employee(s) can require that the matter be discussed with another representative of the employer chosen by the employer and appointed for the purposes of this procedure. The employee(s) may choose to have a representative, including a workplace representative, present at this discussion.
- (c) If the matter is not settled, a party may apply to the Australian Industrial Relations Commission (AIRC), to have the dispute or grievance dealt with by conciliation.

9.5 **Conciliation**

- (a) Where a dispute or grievance is referred for conciliation, a member of the AIRC shall do everything that appears to the member to be right and proper to assist the parties to agree on terms for the settlement of the dispute or grievance.
- (b) This may include arranging:
 - * conferences of the parties or their representatives presided over by the member; and

- * for the parties or their representatives to confer among themselves at conferences at which the member is not present.
- (c) Conciliation before the AIRC shall be regarded as completed when:
- * the parties have reached agreement on the settlement of the grievance or dispute; or
 - * the member of the AIRC conducting the conciliation is satisfied that there is no likelihood that within a reasonable period, further conciliation will result in agreement by the parties on terms for settlement of the grievance or dispute; or
 - * the parties have informed the AIRC member that there is no likelihood of agreement on the settlement of the grievance or dispute and the member does not have substantial reason regard the conciliation proceedings as not completed.

9.6 Arbitration

- (a) If the dispute or grievance has not been settled when conciliation has been completed, either party may request that the AIRC proceed to determine the grievance or dispute by arbitration.
- (b) Where a member of the AIRC has exercised conciliation powers in relation to the dispute or grievance, the member shall not exercise or take part in the exercise of, arbitration powers in relation to the dispute or grievance if a party objects to the member doing so.
- (c) Where such an objection is lodged, the dispute or grievance shall be referred to another member of the AIRC as agreed by the parties to the dispute or in the absence of agreement, allocated by a Presidential member of the AIRC.
- (d) Subject to sub-clause 9.6(e) and 9.7 below, the determination of AIRC is binding upon the parties and employees.
- (e) An appeal lies to a Full Bench of the AIRC, with the leave of the Full Bench, against a determination of a single member of the AIRC made pursuant to this clause.

9.7 General powers and procedures of the AIRC

Subject to any agreement between the parties in relation to a particular dispute or grievance and the provisions of this clause, in dealing with a dispute or grievance through conciliation or arbitration, the AIRC may:

- (a) determine matters of procedure as if Section 110 of the *Workplace Relations Act 1996* applied to the proceedings; and
- (b) exercise the powers set out in Section 111 of the *WR Act*, to the extent relevant, as if Section 111 applied to the proceedings.

PART 3 – EMPLOYMENT RELATIONSHIP AND RELATED MATTERS

10 TERMS OF EMPLOYMENT

10.1 Letter of Appointment

New employees will be provided with a letter of appointment outlining the terms and conditions of their employment.

10.2 General Requirement – Including Probation

All employees are engaged on the following basis:

- (a) New employees engaged on a full time or part time basis will be placed on a period of probation of not more than three (3) months at the commencement of their engagement.
- (b) Employees will use safe work practices and properly use all appropriate protective clothing and equipment provided by the employer.
- (c) Employees will comply with any reasonable request of the employer and, subject to business needs or requirements, consistent with safe-working, policies and practices and the requirements of this Agreement including the aggregate wage provisions, work reasonable overtime and in accordance with shift rosters which may vary from time to time.
- (d) Employees accept that employment in V/Line will be based on job requirements and work performance.
- (e) Employees will participate in training, learning and development programs.
- (f) Employees will comply with the employee grievance resolution policy and disputes settling procedure.

10.3 Basis of Hiring

- (a) An employee whose employment is covered by this Agreement may be employed on a full-time, part-time, fixed term or support basis.
- (b) Employees may be required to commence or finish their shift at a worksite which is not their normal base location when, in accordance with operational requirements, it is logical to do so.
- (c) In recognition of the need to promote efficiencies in the workplace and in accordance with these principles employees may, from time to time, be required to perform work that is outside the scope of their 'normal duties' conditional upon the competence of the employees.
- (d) Employees will be required to participate in agreed training and programs. Training may be provided both within and outside normal hours of work unless otherwise specified in this Agreement.

- (e) Training standards and accreditation will not diminish, nor training arrangements alter unless by agreement. Existing training programs e.g. existing Victorian Locomotive Driver Training Scheme will not alter except by agreement.
- (f) Nothing in this sub-clause 10.3 allows for leave to enable employees to attend training (however described) by a trade union.

10.4 **Full-Time Employees**

A full-time employee is an employee who has been employed on a full-time basis in accordance with this Agreement.

10.5 **Part-Time Employment (Other than Locomotive Drivers)**

- a) Employees may be engaged to work on a part-time basis involving a regular pattern of hours which shall average less than 38 hours per week before commencing part-time employment, the employer and the employees concerned must agree upon (the agreement):-
 - i) The hours of work to be worked;
 - ii) The days upon which they will be worked;
 - iii) Starting and finishing times; and
 - iv) The classification applying to the work to be performed.
- b) The employees concerned are entitled to be paid for the hours agreed upon.
- c) The terms of the agreement may be varied by mutual consent.
- d) The agreement and any variations to it shall be in writing and retained by the employer. A copy of the agreement and any variation shall be provided by the employer to the employees concerned.
- e) Otherwise, the terms of this Agreement shall apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.
- f) Part-time employees required by the employer to work in excess of the agreed hours shall be paid overtime for such hours
- g) Part-time employees whose normal paid hours fall on a public holiday, but who are not required to work that day shall not lose pay for that day. Part-time employees required to work on such public holiday shall be paid in accordance with clause 23, Public holidays.

10.6 **Part-Time Employment Locomotive Drivers**

Employees who are employed as part-time locomotive drivers shall be engaged under the following terms and conditions:-

- (a) hours of work shall be less than those for a full time Employee;

- (b) part-time drivers shall be entitled to the conditions of a full-time driver on a pro-rata basis;
- (c) part-time drivers are required to work a reasonable amount of overtime;
- (d) part-time drivers rostered on public holidays will be accorded the same provisions of additional leave or payment as nominated;
- (e) part-time drivers who are not rostered to work on public holidays will not be entitled to an 8 hour credit;
- (f) part-time drivers will be subject to equalization of overtime as applied to full-time drivers;
- (g) annual leave is calculated on a pro-rata basis e.g. if a part time driver is rostered to work 60% of a full-time drivers roster, he/she is entitled to 60% of the annual leave as paid to a full-time driver;
- (h) part-time drivers are subject to normal continuation training, which may entail 8 hours training in addition to the time required to travel to the training location;
- (i) trauma leave is paid to part-time drivers in accordance with their normal roster for the following calendar week; and
- (j) sick leave entitlements are calculated on a pro-rata basis of the hours for a full time driver and are cumulative.

10.7 **Fixed Term Employees**

A fixed term employee is one who has been hired to perform duties in connection with a task that has a fixed duration and whose services will be terminated on completion of that task. A fixed term employee shall for all purposes of this Agreement be otherwise treated as a permanent full-time employee except for the purposes of notice of termination of employment and redundancy.

11. **ALTERNATIVE EMPLOYMENT AGREEMENT**

11.1 By agreement between V/Line and an individual employee, who is a senior manager or a technical specialist, employed under this Agreement, may elect to be employed under the terms of an alternative employment agreement (AEA).

11.2 An AEA may:

- (a) exclude the operation of specified provisions of this document such as those dealing with rates of pay, allowances, expenses, overtime rates, penalty rates, higher duties and out of hours availability;
- (b) provide an annualized or aggregated salary arrangement; and/or
- (c) provide a salary sacrifice arrangement under which any additional costs to the employer arising from the arrangement are met from the employee's salary.

- 11.3 Where an employee chooses this option the net effect is as follows:
- (a) An AEA does not amount to a contracting out of this Agreement.
 - (b) This Agreement shall, for the purposes of the *Workplace Relations Act 1996* (the "Act") and relevant Regulations, continue to bind V/Line in relation to the wages and conditions of the employment of employees who elect to enter into an AEA and those employees shall continue to be employed under the Agreement for the purpose of the Act and Regulations.
 - (c) Where there is an inconsistency between this Agreement and the AEA then the AEA will apply to the extent of any inconsistency provided that this does not result in a reduction in the overall terms and conditions of employment of the employee under this Agreement.
- 11.4 Where an employee no longer wishes to be employed under the terms of an AEA, an application must be made to V/Line Passenger seeking to rescind the Agreement.
- 11.5 The content of the AEA will be agreed between V/Line Passenger and the employees concerned, and if requested, their representative.

12. TERMINATION OF EMPLOYMENT

It is the policy of V/Line to have fair, equitable and consistent disciplinary procedures in the workplace for the purpose of ensuring acceptable behaviour.

13. STAND DOWN

In addition to the provisions of clause 12 above, V/Line may deduct payment for any time during which employees cannot be usefully employed in the classes or grades of work in which those employees are usually employed, because of any strike or lockout by any persons whomsoever, or any other cause whatsoever for which the employer cannot justly be held responsible, subject to the following conditions:

- 13.1 When the employer proposes to exercise the right conferred by this clause, it shall notify employees affected. During the period such notification remains in force the employees affected shall be deemed to be stood-down.
- 13.2 Employees who are thus stood-down shall be treated for all purposes, other than payment of wages, as otherwise having continuity of service and employment.
- 13.3 Employees who are thus stood-down may at any time during the period they are stood down, terminate their employment without notice and shall be entitled to receive as soon as practicable, all wages and other payments to which they are entitled up to the time of termination.
- 13.4 Employees whose employment is terminated under clause 13.3 shall for all purposes, other than payment in lieu of notice, be treated as if their employment had been terminated by the employer without default of the employee.

- 13.5 Employees who are thus stood-down shall be at liberty to take other employment and, in such event, it shall be a reasonable excuse for not reporting for duty after being notified that they are required to attend for work with the employer that they are working out a period of notice not exceeding one week which they are required to give in such other employment. In such instances, the employees shall, if required by the employer, furnish a statutory declaration setting out details of such other employment.
- 13.6 Employees whom the employer proposes to stand-down shall on application, be entitled to take any annual leave and accrued days to which they are entitled or which is accruing to them.
- 13.7 The employer shall not be entitled to deduct payment for any public holiday which occurs during the period in which employees are stood down and for which payment would be due in the ordinary course, except to the extent that employees have become entitled to payment for the public holiday in other employment. Employees claiming payment for a public holiday shall, if required by the employer, provide a statutory declaration setting out details of other employment during this period and the remuneration received there from.

14. REDUNDANCY

- 14.1 Where V/Line Passenger has made a decision that it no longer wishes the job an employee had been doing done by anyone and this is not due to ordinary and customary turnover of labour, and that decision may lead to termination of employment, V/Line Passenger will hold discussions with the affected employee and, where elected by the employee, their representative(s) in an endeavour to redeploy the employee to another position if a suitable vacancy exists.
- 14.2 The discussions shall take place as soon as is practicable after V/Line Passenger has made a definite decision and shall cover any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employee(s) concerned.
- 14.3 For the purposes of the discussion V/Line Passenger shall, as soon as practicable after making a decision but before any terminations, provide in writing to the employee(s) concerned and where, elected by an employee, the employee's nominated representative, all relevant information about the proposed terminations, including opportunities for redeployment into another position..
- 14.4 In the event that redundancies are still necessary after following the procedures set out above employees concerned will be entitled to a redundancy package as approved by Government as at the commencement of this Agreement.
- 14.5 Nothing in clause 14 requires or permits V/Line Passenger to provide information about employees to other parties to this Agreement except where the provision of that information is required or authorized by law.

PART 4 – RATES OF PAY AND RELATED MATTERS

15. RATES OF PAY

The rates of pay and allowances payable to employees covered under this Agreement are set out in Part 13 other than those payable to Locomotive Employees whose rates are set out in Part 10 of this Agreement.

15.1 Rate Increases

Wage adjustments will be made in accordance with the following schedule, which is in recognition of the joint commitment to identify, evaluate and implement business and organisational improvements as outlined in this Agreement.

An overall increase in wages of 13%, during the life of the Agreement will be paid as per the following schedule:

Effective from first full pay period to commence on or after:	Increase
1 July 2006	2%
1 January 2007	2%
1 July 2007	2%
1 January 2008	3%
1 July 2008	2%
1 January 2009	2%

Flat dollar allowances provided for in Parts 14 to 16 of this Agreement (previously prescribed in Awards referred to in clause 5.1) will continue to be increased in line with increases provided for in this clause.

Locomotive grade employees' increases are set out in Part 10.

15.2 Additional Increases

Two further increases of 1% in July 2008 and 1% in January 2009 will be subject to the successful implementation of the following corporate initiatives:

Rail Operations and Salaried and Administrative Groups

(a) AQF Framework/Classification Structure Review

V/Line's 2003 – 2006 EBA included provision for the development of an agreed simplified structure for job categories. During the 2006 - 2009 Agreement, this structure will be implemented and bring with it opportunities for new career paths and a process for the recognition of skills, qualifications and prior learning.

Successful implementation of this new and simplified approach to job categories will be supported through normal consultative processes with employees.

Progression through job category structure will not be automatic and may be subject to a selection process. In all cases acquisition of the minimum competencies and qualifications will be a pre-requisite to appointments to the next

level. There is an ongoing commitment by V/Line for the provision of training aligned to the new category structure and to ensure that no staff are disadvantaged in the process which shall be voluntary for existing staff but mandatory for staff recruited after the effective date of this Agreement.

(b) **Computerized Rostering;**

V/Line is proposing to introduce a computerised rostering system incorporating relevant OH&S and other legislative requirements during the life of the this Agreement. It is intended that a joint working party between the employer and employees will be convened to develop a program to cover implementation of the system.

(c) **New Ticketing System [NTS];**

V/Line commits to ensure that the consultative arrangements referred to clause 8 will continue throughout the NTS project.

V/Line will continue to monitor the NTS application in V/Line and the Customer Defined Availability and to address issues as they arise, through the agreed consultative processes.

The NTS for public transport in Victoria will be based on contact-less, stored-value, scan-on/scan-off technology, commonly referred to as Smartcard technology.

For regular customers, a long-life Smartcard is loaded with cash value; the Smartcard is then scanned-on and scanned-off when trips are made on the public transport system; once cash value is used up, the Smartcard can be re-loaded with further cash value at various locations. For non-regular customers, disposable Smartcards will be available.

NTS will provide new equipment on all modes of public transport, with touch screen interface for customers and staff. The new equipment includes:-

- Ticket office terminals
- Card vending and add value machines
- Stand-alone card enquiry machines
- Scan-on/scan-off readers
- Electronic gates (Barriers)
- Hand held devices primarily to be used by conductors and may also be used in enforcement or as a back up system at Booking Offices
- Training in all aspects of NTS will be provided

It is agreed that during both the transition to the new system, and following the full implementation, that full commitment of staff will be given to undertaking the following activities:-

- Change in job design
- Sale of disposable and long-life Smartcards from ticket offices
- The impact of the new system may require a review of the conductor's duties and tasks. A review of the conductor's duties in the conductor's position description will be undertaken within three months of the implementation of the NTS.
- Adding value and re-loading ticket products for customers
- Registration of long-life Smartcards and replacement of lost/stolen Smartcards
- Operation of the V/Line reservation system as part of NTS
- Ongoing customer education and assistance in NTS
- Management of the operation of electronic gates via the Gate Attendant Controller device
- Monitoring of real time alarms and alerts, and taking appropriate action in accordance with relevant company procedures
- Utilizing NTS operating data and information to achieve business objectives (revenue growth, minimization of fare evasion, etc.)
- Adopting the use of the hand-held devices in implementing the company's revenue strategies
- Undertaking all required training.

(d) **Revised Work Practices – Geelong Pass Yard;**

The Geelong Passenger Yard will continue to function as a "Shunter's Yard' with the exception of the hours between 0200 on Saturdays to 2100 on Sundays or on Public Holidays when reduced working/services apply.

It is agreed that existing work practices in the Geelong yard which result in carriage sets being retained in the yard thereby restricting access and creating operational constraints needs to be eliminated.

Employees (and, where an employee elects, their nominated representatives) have agreed to participate in the development of revised work practices that include an ability for drivers to move trains without the presence of shunters where it is more operationally efficient to do so.

This change will have no impact on existing remuneration or positions of shunters.

In addition it has been agreed that the revised work practices will include shunt staff from South Geelong working the Geelong Yard and Marshall Station on an as required basis.

It is also accepted that Drivers will move Sprinters and V/Locities through the wash facility subject to modification to the plant.

These initiatives will be investigated with results documented and implemented during the life of this Agreement.

(e) **Acceptance of new Payroll System including Electronic Sign on and off;**

V/Line is proposing to introduce a new Payroll System that includes provision for electronic sign on and sign off facilities during the life of this Agreement. This system will be implemented during the life of this Agreement and be subject to established consultative processes, including where necessary, joint working parties between the employer and employees.

(f) **Safety Program;**

V/Line is committed to supporting an improved Safety System which will operate across all areas of V/Line. This system is aimed at significant improvements in safety performance and will include outcomes associated with employee, customer and network safety to be achieved during the life of this Agreement.

(g) **Electronic Document Control and Distribution.**

V/Line plans to implement an electronic document and control system for all employees. This will facilitate distribution of electronic versions of work instructions and V/Line's management systems e.g. the Working Time Table.

A program of consultation will commence during 2006 to provide an overview of the new system and encourage appropriate input. This will be followed by a program for implementation. It is envisaged that rail operations staff will be required to assist with tuition during the implementation process e.g. OTS.

Locomotive Employees

(h) **Driver Recruitment;**

Recruitment of Drivers will be through any of the following streams or combination of streams, as V/Line may determine from time to time:

- (i) Open recruitment of drivers and or trainees from any source, either internal or external;
- (ii) Recruitment of drivers from other rail operators who have relevant past driving experience, such that the training requirements will be reduced – **NOTE:** Where necessary appointment of employees under this option will require those concerned to resign from their employment to commence with V/Line as there will be no continuity of service. Previously existing arrangements for former PTC Drivers in respect of seniority will continue to apply under this option.

- (iii) Drivers who can demonstrate they were transferred compulsorily on qualification to the Jolimont electric running depot (“eligible” drivers”) will be given priority above all other applicants.
- (iv) Non acceptance of positions offered to “eligible” Connex Drivers will result in deletion from the right of return list so that over time option (iii) is phased out and all subsequent recruitment will be in accordance with options (i) and (ii).

(i) **Computerized Rostering;**

V/Line is proposing to introduce a computerised rostering system incorporating relevant OH&S and other legislative or agreed requirements e.g. Victorian roster code during the life of this Agreement. It is the intention of the parties to convene a working party between the employer and employees to develop a program to cover implementation of the system

(j) **Locomotive Shutdowns;**

It is agreed that the current work practice not to shut down locomotives at the Geelong locomotive depot or passenger yard at certain times when not in use is inefficient and is to cease.

It is also agreed to conduct a review of current practices at Geelong and any other location where similar inefficiencies are identified

These revised work arrangements will be implemented from commencement of this Agreement.

(k) **Revised Work Practices – Geelong Pass Yard;**

The Geelong Passenger Yard will continue to function as a “Shunter’s Yard’ with the exception of the hours between 0200 on Saturdays to 2100 on Sundays or on Public Holidays when reduced services apply..

It is agreed that existing work practices in the Geelong yard which result in carriage sets being retained in the yard thereby restricting access and creating operational constraints needs to be eliminated.

Employees (and where elected by an employee, their nominated representatives) have agreed to participate in the development of revised work practices that include ability for drivers to move trains without the presence of shunters where it is more operationally efficient to do so.

This change will have no impact on existing remuneration or positions of shunters.

In addition it is also accepted that the revised work practices will involve shunt staff from South Geelong Yard and Marshall Station on an as required basis.

It is also accepted that Drivers will move Sprinters and Vlocities through the wash facility subject to modification of the plant.

The results of these investigations will be documented and implemented during the life of this Agreement.

(l) **Acceptance of New Payroll System including Electronic Sign On and Off;**

V/Line is proposing to introduce a new Payroll System that includes provision for electronic sign on and sign off facilities during the life of this Agreement. This system will be implemented during the life of this Agreement following completion of established consultative processes between the employer and employees, including where necessary, the use of joint working parties.

(m) **Electronic Document Control and Distribution;**

V/Line plans to implement an electronic document and control system for all staff. This will facilitate distribution of electronic versions of BROP/NOP, the Working Time Table. and Addenda Brake Book etc.

A program of consultation with employees will commence during 2006 to provide an overview of the new system and encourage appropriate input.

This will be followed by a program for implementation. It is envisaged that LDS's will be required to assist with tuition during the implementation process.

(n) **Safety Program;**

V/Line is committed to supporting an improved Safety System to operate across all areas of V/Line. This system is aimed at significant improvements in safety performance and will include outcomes associated with employee, customer and network safety to be achieved during the life of this Agreement.

Provided that these increases will not be unreasonably withheld if delays in progress towards implementation are through no fault of Employees to whom this Agreement applies in which case it is agreed there will be an ongoing commitment and co-operation to completion of projects/implementation.

16. PAYMENT OF WAGES

16.1 Employees shall be paid fortnightly.

16.2 Employees shall be paid by electronic funds transfer or cheque as agreed between the employer and the majority of employees.

17. REWARD AND RECOGNITION

17.1 V/Line is committed to a process of continuous improvement in the key areas of safety, customer service and operational performance. All employees have a role in actively participating in and contributing towards this improvement.

17.2 Key Performance Indicators (KPI's) will continue to be developed to measure team performance in the key areas of safety, customer service and operational performance.

These KPI's are linked to V/Line's performance. During the life of the agreement a reward and recognition program will be developed and implemented.

18. SUPERANNUATION

- 18.1 An employee, who has remained a member of one of the various Victorian State Superannuation funds (“defined benefit” schemes) will continue to receive the prescribed employer contributions (to the fund on his/her behalf), and he/she is obliged to make employee contributions, at the percentage rates prescribed by those funds.
- 18.2 The base rate of pay for locomotive employees who are members of these Victorian State Funds [i.e. the Revised, New and Transport Schemes] and to whom Part 10 of this Agreement applies will be maintained in accordance with increases provided for in clause 15.1 and stand alone for the purposes of these Funds.
- 18.3 V/Line Passenger will make contributions to the Superannuation Trust of Australia, Vic Super, compliant Self Managed Superannuation Funds or other compliant Funds nominated by employees and approved by V/Line Passenger on behalf of all other employees at the rate stipulated under the Superannuation Guarantee Legislation.
- 18.4 Monies allocated under salary sacrifice arrangements that are available or become available under the provisions of clauses:
- 33.1 and 34.5 – Payment of Accrued Public Holiday Credits;
 - 33.2 – Extra Day Off Liability Administration;
 - 33.3 and 34.3 – Salary Packaging for Superannuation; or
 - 34.1 - Banked Excess Hours

can only be paid into either one of the Victorian State Superannuation Funds referred to in clauses 18.1 and 18.2, plus not more than one other of the schemes referred to in 18.3 i.e. all monies can be sacrificed into one of the defined benefit schemes only; or one of the defined benefit schemes plus one of the schemes in 18.3; or into one of the schemes referred to in 18.3.

19. ACCIDENT MAKE UP PAY

An employee who is in receipt of workers compensation payments, shall also receive payment from V/Line Passenger of an amount equal to the difference between the workers compensation payment and the employee’s ordinary base rate of pay at the time of the injury for a maximum period of fifty-two (52) weeks.

An employee on engagement shall be required to declare all workers compensation claims made by them and in the event of false or inaccurate information being deliberately and knowingly declared the employer may require the employee to forfeit their entitlement to accident pay.

Accident pay shall not be paid where any period of other paid leave of absence has been granted.

In the case of an employee rostered off on a programmed leisure day/extra day off which falls in a period when they are receiving workers compensation, they are not entitled to an alternative programmed leisure day/extra day off at a later stage.

The employer shall not dismiss any employee by reason only of them being in receipt of accident pay.

An employee off duty and in receipt of accident pay shall continue to receive payments of any acting in higher allowance being paid at the time of the injury for the full period that they would have continued to so act.

Where an employee has submitted a claim for workers compensation and there has been a delay in submitting the required documentation to make weekly payments (e.g. medical certificates and/or claim forms), they may be paid sick pay (subject to the availability of credits) pending determination of the claim. On acceptance of a claim, sick leave used under this clause for the claim will be re-credited. In the event that there is no sick leave credits available, other leave may be used, subject to the usual approval process.

PART 5 – HOURS OF WORK AND RELATED MATTERS

20. HOURS OF DUTY

- 20.1 Unless otherwise specified in this Agreement, the hours of duty for employees, including their ordinary hours and overtime are regulated by the provisions referred to in sub-clauses 20.2 and 20.3.
- 20.2 Relevant provisions previously contained in:
- Part 14 Railways, Traffic Permanent Way and Signalling Wages Staff Award 2002
 - Part 15 Locomotive Drivers (Victoria) Award 2001
 - Part 16 Railways Salaried Employees (Victoria) Award 2002
- which would otherwise have applied to some employees are contained in Parts 14, 15 & 16 respectively of this Agreement and apply to those employees.
- 20.3 The hours of duty and overtime for employees to whom the Railways Professional Officers Award 2002 would otherwise have applied will be bound by the equivalent provisions of Part 16 for the Railways Salaried Employees

21. GUARANTEED PAYMENT

- 21.1 Employees who are ready, willing and available for all work offering shall be paid each fortnight an amount equivalent to the number of hours prescribed herein for each classification at the ordinary rate of pay or salary within the first ten shifts each fortnight except for the following:-
- (a) Penalties for shift work and for overtime, Saturday time, Public Holidays and Sunday time;
 - (b) Any higher duties allowance or any other allowance representing the difference between the classified rate and the ordinary time rate applicable whilst acting in a higher grade;
 - (c) Where through genuine illness or approved leave, payment less than the guaranteed minimum becomes due to an employee, payment shall be made at the guaranteed minimum less the amount which would have accrued due to the employee had they performed any duty available to them during the period of such absence. If the latter amount cannot be determined the deduction shall be one day's pay in respect of each day's absence;
 - (d) Where earnings in the first 10 shifts fall short of the guaranteed minimum then payment for up to 4 hours of an 11th shift with penalty at time and one half may be used;

- (e) Where an employee is absent from duty without pay on account of other than genuine illness or approved leave, the guarantee shall not apply and payment will be made for time actually worked within the period.
- (f) The provisions of this clause do not apply to;
 - (I) casual employees;
 - (II) locomotive grade employees covered by the provisions of in Part 10 and 11 of this Agreement; and
 - (III) Monday to Friday day shift employees
- (g) A guaranteed payment will not be available where an employee has pay deducted in accordance with clause 13 “(Stand Down)”.

PART 6 – TYPE OF LEAVE AND PUBLIC HOLIDAYS

22. ANNUAL LEAVE

- 22.1 With the exception of Locomotive Employees covered under the provisions of Part 11 of this Agreement, employees shall be entitled to 152 hours annual leave, exclusive of any public holidays that occur during the period of annual leave, in respect of each 52 weeks continuous service, less the period of annual leave.
- 22.2 Employees who regularly work shift work and are rostered to work on Sundays and / or public holidays, shall be entitled to 190 hours.
- 22.3 For these purposes, continuous service shall not be deemed to be broken by any of the following:
- (a) Absence on accident pay or WorkCover subject to a maximum continuous period of 52 weeks.
 - (b) Absence on paid leave.
 - (c) Authorised leave without pay up to 12 continuous weeks provided that for any authorised leave without pay exceeding 12 continuous weeks the annual leave entitlement shall be reduced as follows:
 - (i) More than 12 weeks but less than 24 weeks – one quarter.
 - (ii) 24 weeks but less than 36 weeks – one half.
 - (iii) 36 weeks but less than 48 weeks – three quarters
 - (iv) 48 weeks or more – all leave due.
- 22.4 Where absences are deemed to break the continuity of service the employer shall notify employees in writing of that occurrence during such absence or within fourteen days of the end of such absence.
- 22.5 In addition to any other sum payable for annual leave, employees shall be entitled to an annual leave loading of 17.5% paid proportionately to the amount of annual leave granted, and paid at the same rates as the leave to which it applies save for employees regularly on shift work and rostered to work Sundays and Public Holidays who shall be entitled to an annual leave loading of 20%.
- 22.6 Annual Leave:-
- (a) will accrue on a pro-rata basis;
 - (b) accrues for each completed 4 week period of service and will be credited at the end of each month; and
 - (c) is cumulative.

- 22.7 (a) Where an employee has accrued in excess of 8 weeks annual leave or 10 weeks for a shift worker, V/Line may direct the employee to take up to 25% of the leave owing at the time any such direction is given.
- (b) Where a direction to clear leave is given, employees shall be provided, wherever it is practicable to do so, with one month's notice of the date on which annual leave is to commence.
- 22.8 Employees may elect, with the prior consent of the employer, to take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them and to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- 22.9 The employer may allow employees to take annual leave either wholly or partially prior to employees' right thereto provided that, in such circumstances, the qualifying period for further annual leave shall not commence until the expiration of the 52 weeks in respect of which the annual leave so allowed was granted.
- 22.10 Where employees take annual leave in advance and their services are terminated prior to the completion of the 52 weeks continuous service for which the annual leave was allowed, the employer may, for each completed week of the 52 weeks not served, deduct from whatever remuneration is payable upon termination of employment, 1/52 of the amount of wages paid on account of the advanced annual leave granted.
- 22.11 In each year of service, an Employee may elect to forgo up to two weeks of their annual leave accrual for that year provided that:
- (a) the Employee gives V/Line a written election to forgo the amount of leave;
- (b) the Employee is paid in lieu of the annual leave at no less than the rate of pay applicable to the Employee under this Agreement at the time the Employee made the written election; and
- (c) V/Line authorises that the Employee to forgo the amount of leave
- 22.12 Prior to commencing annual leave employees shall be paid for such period of annual leave at their ordinary rate which shall include the following payments in respect of continuous periods of acting-in-higher grades during the 52 week period for which the annual leave was allowed:
- (a) Staff on 38 hour/ nineteen day cycle or block book off systems:
- | | |
|--|---------------------|
| From 497 to 992 hours acting in higher | 25% at higher rate |
| From 993 to 1488 hours acting in higher | 50% at higher rate |
| From 1489 to 1836 hours acting in higher | 75% at higher rate |
| From 1837 to 1984 hours acting in higher | 100% at higher rate |

- (b) Staff working 10 shifts each fortnight:

From 65 to 129 hours acting in higher	25% at higher rate
From 130 to 194 hours acting in higher	50% at higher rate
From 195 to 241 hours acting in higher	75% at higher rate
From 242 to 260 hours acting in higher	100% at higher rate
- (c) Staff working twelve shifts each fortnight:

From 78 to 155 hours acting in higher	25% at higher rate
From 156 to 234 hours acting in higher	50% at higher rate
From 235 to 289 hours acting in higher	75% at higher rate
From 290 to 313 hours acting in higher	100% at higher rate

22.13 Where an employee acts in more than one higher grade or class and the accumulated time of the highest classification does not allow for any entitlement at that classification, the time so acted is to be added to the next highest and so on.

23. PUBLIC HOLIDAYS

23.1 Except as provided for elsewhere in this clause, employees will be entitled to holidays on the following days:

- (a) New Year's Day (1 January), Australia Day (26 January), Labour Day (the second Monday in March), Good Friday, Easter Saturday, Easter Monday, Anzac Day (25 April), Queen's Birthday (the second Monday in June), Christmas Day (25 December) and Boxing Day (26 December);
- (b) in metropolitan municipal districts, Melbourne Cup Day (the first Tuesday in November);
- (c) in non-metropolitan municipal districts, another day or two public half holidays appointed as a public holiday or two public half holidays in its municipal district in accordance with section 7(1)(b) of the *Public Holidays Act 1993 (Vic)*.
- (d) such other days as may be appointed by a Minister acting under section 7(1)(a) of the *Public Holidays Act 1992 (Vic)* from time to time as public holidays or public half holidays throughout Victoria or a specified part of Victoria. For the avoidance of doubt, if a public holiday or a half public holiday is appointed in a specified part of Victoria the entitlement to holidays under 23.1(d) applies only to employees based in or regularly performing work in that part of Victoria.

Provided that a day appointed as a substitute day for a public holiday nominated above shall not be observed other than in accordance with the substitute arrangements specified in this clause below

23.2 In respect of employees other than seven day shift workers:

- (a) when Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December;
- (b) when Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December; and
- (c) when New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

23.3 The employer and a majority of affected employees may agree to substitute another day for any public holiday, provided such agreement shall be recorded in writing and be made available to each affected employee.

23.4 Employees required to work on a public holiday:

- (a) Employees required to work on a public holiday (other than a Sunday or day on which they would not normally be required to work) will, in addition to receiving a day's leave of absence, be paid at the rate of time and a half for the period worked. Provided that as an alternative to a day's leave of absence, the employee may elect to be paid for the day in addition to payment at the rate of time and a half for the time worked.
- (b) An employee who works on a public holiday falling on a Sunday or on a public holiday that falls on a day they would not normally be rostered to work shall be paid for the time worked at the rate of double time and a half.

23.5 The provision of leave outlined in 23.1 does not apply to employees who are not available for duty on the public holiday except those who are ill for a continuous period not exceeding a week, or where duty is resumed on the first working day after the public holiday, or those on annual leave or accident leave with pay.

23.6 A part-time employee who is ordinarily not required to work on the day of the week on which a particular holiday is observed shall not be entitled to any benefit for any such public holiday unless he/she is required to work on the public holiday.

23.7 Pay for one day's leave of absence means an amount equal to a tenth the ordinary hours of duty per fortnight.

23.8 Employees may be required to attend for duty on any public holiday unless they have reasonable grounds for refusal.

23.9 The provisions of this clause 23 do not apply to Locomotive Employees and Passenger Operations Employees to whom Parts 11 and 12 respectively, of this Agreement, apply.

23.10 Opportunities to salary sacrifice entitlements for public holidays worked will be introduced during the life of the agreement provided such arrangements can be achieved within existing taxation legislation and at no cost to V/Line.

24 PERSONAL LEAVE

24.1 The provisions of this clause apply to full-time employees and to regular part-time employees on a pro rata basis but do not apply to casual employees.

24.2 Definitions

The term **immediate family** includes:

- (a) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and
- (b) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grand-parent, grand-child or sibling of the employee or spouse of the employee.

24.3 Amount of paid personal leave

- (a) Paid personal leave will be available to an employee when they are absent:
 - due to personal illness or injury (sick leave); or
 - for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care and support due to an unexpected emergency (carer's leave).
- (b) The amount of personal leave (other than for Locomotive employees) to which a full-time employee is entitled depends on how long they have worked for the employer and accrues in accordance with the following table:

Leave on full pay	(days)	(hours)
On completion of 4 weeks service	3	22.8
On completion of 8 weeks service an additional	3	45.6
On completion of 12 weeks service an additional in respect of the first year of service	4	68.4
On completion of 52 weeks service an additional	20	152

After the completion of the two years of service, leave will accrue every 4 weeks and be credited monthly to a total of 15 days (114 hours) in respect of each subsequent year of service.

- (c) An employee shall not be entitled to paid leave of absence for any period in respect of which they are entitled to accident pay or workers compensation. Employees may utilize their sick leave entitlements pending acceptance of liability for a workers compensation claim. If the workers compensation claim is accepted the employee will be re-credited leave paid from sick leave credits.
- (d) An employee shall not be entitled to sick pay in respect of other than ordinary hours of employment.

- (e) Years service or year of service for the purpose of this clause means the period date of commencement of employment in any year and the anniversary of the commencement of employment in the next year.
- (f) Unused personal injury or sickness (sick leave) credits shall accumulate from year to year without limitation but unused personal leave will not be paid out on termination of employment.
- (g) Employees who are directly involved in an industrial stoppage will not be entitled to paid leave of absence for any illness or injury on any working day or shift reduced by the stoppage unless the absence extends beyond that day or shift and is fully covered by a medical certificate.
- (h) An employee may be granted paid leave of absence provided the absence from duty due to illness or injury commenced prior to the day of the stoppage and such period is covered by a medical certificate.
- (i) Payment of Personal Leave is subject to compliance with the notice and evidentiary requirements of sub -clauses 24.7.

24.4 Personal Leave for personal injury or sickness (sick leave)

An employee is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury (sick leave), subject to the conditions set out in this clause.

24.5 Personal Leave to Care for an Immediate Family or Household Member (Carer's Leave)

- (a) An employee is entitled to use up to 10 days personal leave, including accrued leave, each year to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency, subject to the conditions set out in this clause.
- (b) Employees are entitled to a period of up to 2 days unpaid carer's leave for each permissible occasion a member of the employees immediate family or household is sick or otherwise in need of care as specified in sub clause 24.6(a).

24.6 Employee Must Give Notice

- (a) An employee shall, as soon as reasonably practicable and in accordance with local requirements in regard to notification, inform the employer of their inability to attend work, and as far as practicable, state the estimated duration of absence. Such notification should be given, if reasonably practicable, prior to commencement time. This provision does not apply to employees who cannot comply with it due to circumstances beyond their control.
- (b) An employee must advise the employer of their intention to resume duty as soon as they become aware of their ability to do so.

24.7 Evidence Supporting Claim

Personal Illness or Injury (sick leave)

- (a) Applications for leave of absence on the grounds of personal illness or injury shall be supported by the submission of a medical certificate from a registered health practitioner or, where obtaining a medical certificate is not reasonable, a statutory declaration
- (b) Provided that V/Line may grant leave of absence on the grounds of illness, without the production of a medical certificate, to the extent of five days in aggregate in any sick leave year of service. Provided further that the maximum number of consecutive days that will be granted without a medical certificate shall be three.
- (c) An employee shall not be required to furnish a medical certificate in respect of any period whilst an inpatient at a registered hospital or where the employer's medical indicates an unfitness for duty following a medical examination.
- (d) V/Line may at its discretion, allow an employee to take additional paid leave where an employee has used all his/her sick leave entitlements.

Carer's Leave

- (e) When taking leave to care for members of their immediate family or household who require care and support due to an unexpected emergency or illness, the employee must, if required by V/Line, establish by production of a medical certificate from a registered health practitioner or statutory declaration, the illness or the nature of the emergency that resulted in the person concerned requiring care by the employee.
- (f) The entitlement to use carer's leave is in accordance with this subclause is subject to:
 - the employee being responsible for the care of the person concerned and;
 - the person concerned being either a member of the employees' immediate family or a member of the employees' household.
- (g) In normal circumstances an employee must not use carer's leave in accordance with this subclause where another person has taken leave to care for the same person.

25. BEREAVEMENT LEAVE / COMPASSIONATE LEAVE

The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in clause 26 below.

25.1 Paid leave entitlement

- (a) An employee is entitled to use up to three days leave as bereavement / compassionate leave on each occasion of the death of a member of the employees' immediate family or household or to spend time with a member of their immediate family or household who has a personal illness or injury that poses a serious threat to his or her life.
- (b) Each period of bereavement / compassionate leave stands alone and is not debited against any other type of leave.
- (c) Employees may be required to produce satisfactory evidence to support applications for leave under this clause.

25.2 Unpaid bereavement Leave

An employee may take unpaid bereavement / compassionate leave by agreement with the employer.

26. UNSCHEDULED LEAVE ABSENCES

It is agreed the policy for unscheduled leave absences e.g. sick leave and bereavement leave) is as follows:

- (a) Applications (and where necessary supporting medical certificates or other relevant documentation) for unscheduled leave are to be completed, signed by the employee concerned and their supervisor, then forwarded to payroll on the day of work resumption.
- (b) Unscheduled leave applications not received by the end of pay period will be paid, provided the employee concerned has sufficient leave credits to cover the absence involved.
- (c) Should no application be received by payroll (or should the application be incomplete) within the pay period after payment has been made, hours credited under this arrangement will be deducted from the employee's pay in that pay period.

27. PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

The provisions of this clause apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees.

An **eligible casual employee** means a casual employee:

- (a) employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
- (b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

For the purposes of this clause, **continuous service** is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

An employer must not fail to re-engage a casual employee because:

- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

27.1 Definitions

- 27.1.1 For the purpose of this clause **child** means a child of the employee under school age except for adoption of a child where 'child' means a person under school age who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- 27.1.2 Subject to 27.1.3 hereof, in this clause, **spouse** includes a de facto or former spouse.
- 27.1.3 In relation to 27.5 hereof, **spouse** includes a de facto spouse but does not include a former spouse.

27.2 Basic entitlement

- 27.2.1 After twelve months continuous service, parents are entitled to a combined total of 52 weeks parental leave on a shared basis in relation to the birth or adoption of their child. For females, a paid component of a continuous period of 12 weeks' maternity leave may be taken and for males a paid component of 1 week's paternity leave may be taken. In the case of adoption, a paid component of 6 weeks' leave is available to the primary care giver and 1 week's leave for the secondary care giver. An employee who does not satisfy the qualifying service requirement for the paid components of leave, or an employee who is an eligible casual employee, shall be entitled to leave without pay for a period not exceeding 52 weeks.
- 27.2.2 Subject to 27.3.6 hereof, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
 - (a) in the case of one week's paid paternity leave, and adoption leave for the secondary care giver, an employee shall be entitled to a total of five days (which need not be taken consecutively) and up to 3 weeks (of which one week only is paid) respectively which may be commenced 1 week prior to

the expected date of birth or at the time of placement in the case of adoption.

27.3 Maternity leave

- 27.3.1 An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
- (a) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least ten weeks;
 - (b) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.
- 27.3.2 When the employee gives notice under 27.3.1(a) hereof the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- 27.3.3 An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- 27.3.4 Subject to 27.2.1 hereof and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
- 27.3.5 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- 27.3.6 **Special maternity leave**
- (a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
 - (b) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
 - (c) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.
- 27.3.7 Where leave is granted under 27.3.4 hereof, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

27.4 Paternity leave

- 27.4.1 An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave, with:
- (a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected dated of confinement, or states the date on which the birth took place; and
 - (b) written notification of the dates on which he proposes to start and finish the period of paternity leave; and
 - (c) a statutory declaration stating:
 - (i) except in relation to leave taken simultaneously with the child's mother under clause 27.2.2(a) or clause 27.6.1(a), that he will take the period of paternity leave to become the primary care-giver of a child;
 - (ii) particulars of any period of maternity leave sought or taken by his spouse; and
 - (iii) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.
- 27.4.2 The employee will not be in breach of 27.4.1 hereof if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

27.5 Adoption leave

- 27.5.1 The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- 27.5.2 Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:
- (a) except in relation to leave taken simultaneously with the child's other adoptive parent under clause 27.2.2(b) or clause 27.6.1(a), that the employee is seeking adoption leave to become the primary care-giver of the child;
 - (b) particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - (c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- 27.5.3 An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

- 27.5.4 Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- 27.5.5 An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- 27.5.6 An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

27.6 Right to request

- 27.6.1 An employee entitled to parental leave pursuant to the provisions of clause 27 may request the employer to allow the employee:
- (a) to extend the period of simultaneous unpaid parental leave provided for in clause 27.2.2(a) up to a maximum of eight weeks;
 - (b) to extend the period of unpaid parental leave provided for in clause 27.2.1 by a further continuous period of leave not exceeding 12 months;
 - (c) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

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

27.6.3 Employee's request and employer's decision to be in writing

The employee's request and the employer's decision made under clauses 27.6.1(b) and 27.6.1(c) must be recorded in writing.

27.6.4 Request to return to work part-time

Where an employee wishes to make a request under clause 27.6.1(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

27.7 Variation of period of parental leave

Unless agreed otherwise between the employer and employee, where an employee takes leave under clause 27.2.1 and 27.6.1(b) an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements.

27.8 Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under 27.6.

27.9 Transfer to a safe job

27.9.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

27.9.2 If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

27.10 Returning to work after a period of parental leave

27.10.1 An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

27.10.2 An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 27.9 hereof, the employee will be entitled to return to the position they held immediately before such transfer.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

27.11 Replacement employees

27.11.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

27.11.2 Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

27.12 Communication during Parental leave

27.12.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

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

27.12.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 27.12.1.

28. LONG SERVICE LEAVE LIABILITY REDUCTION PLAN

28.1 It is recognised that both recreational and long service leave is intended to be used for recreational purposes. However, it is agreed to provide the opportunity to capitalise accrued leave in certain circumstances.

28.2 Staff may nominate prospectively to salary sacrifice into an approved Superannuation Fund any future long service leave entitlements that may become due in accordance with taxation requirements provided that any such arrangements are at no cost to V/Line Passenger.

28.3 Staff may also nominate to receive payment in lieu of between 2 and 5 weeks accrued long service leave entitlement each calendar year, in conjunction with application for at least 1 week recreational leave (annual or long service leave).

28.4 The minimum cash in will be two (2) weeks of long service leave in total and application may not be made for less than full weeks.

28.5 Staff must retain at least three (3) weeks of accrued long service leave un-cashed for recreational or emergency purposes.

PART 7 GENERAL ITEMS

29. TRAVEL PASS ENTITLEMENTS

29.1 Travel pass entitlements will be as follows:

(a) **Eligibility**

An EFTA and touch-card will be issued to full time and permanent part time employees of V/Line Passenger for the respective period of their employment.

Part-time, casual or temporary employees are not eligible to be issued with an EFTA unless they will qualify to be issued with annual leave passes (i.e. it is foreseen their tenure will be for a period of 12 months or more) and whose regular roster provides for three shifts or more to be worked each week. In cases where it is foreseen that the tenure of a part-time, casual or temporary employee will be for a period of less than 12 months such employee should be issued with a first class pass for the anticipated period of employment.

Staff engaged under agency or consultancy arrangements are not eligible to be issued with an EFTA.

(b) **Leave of Absence Without Pay**

An employee absent for greater than 4 weeks leave without pay must surrender their EFTA and touch-card prior to departure for such leave. The only exceptions are for periods of authorized sick or injury leave covered by a medical certificate.

(c) **Return of EFTA**

An employee who retires, resigns or whose service is terminated for any reason, including redundancy must surrender their EFTA and touch-card on the final day of service.

(d) **Travel Availability**

The EFTA is available for first class travel on the following services:

- * Melbourne Metropolitan trams, trains and buses (both Government and privately owned)
- * V/Line Passenger services including V/Line Passenger rail replacement coach services

(e) **EFTA does not permit travel on the following services:**

- * Interstate trains beyond Albury or Wolsley
- * Chartered trains, trams and buses
- * Tourist railways and trams

- * Privately operated country and provincial city route buses unless designated a V/Line Passenger service

(f) **Reservations**

Travel is permitted on services requiring compulsory seat bookings but reservations on these services can only be made in the 24 hours prior to travel, unless otherwise provided for.

29.2 Intrastate Leave Passes

Employees granted paid leave of absence for a period of 5 days or more can be issued with a free first class intrastate travel pass for their spouse and eligible dependent children to the extent of the respective leave period.

Employees are eligible for an intrastate pass, available for self, spouse and eligible dependents, for the period of the accrued annual leave, accrued public holidays, accrued 38 hour credits and long service leave due paid in lieu.

Employees granted leave of absence as a deduction from annual leave, long service leave or accrued public holiday credits are eligible to be issued with an intrastate pass (subject to minimum debit of five days) or a destination pass (minimum debit three days) to or from a V/Line serviced location traveling first class where applicable for self and eligible dependents. The pass issued may be extended to cover an EDO/PLD, accrued 38 hour week credits, flexi leave, off roster days and up to a maximum of two weeks leave of absence without pay when adjoining the grants of annual leave, long service leave and/or accrued public holidays.

Where an employee is granted a period of long service leave at half pay, an intrastate pass may be issued, but only to cover the period of the face value of the debit to long service leave credits.

29.3 Interstate Leave Passes

(a) **Eligibility**

Interstate leave passes will be made available in accordance with the provisions below, to employees who were employed before 1 July 2003. New employees engaged after 1 July 2003 will not attract interstate pass entitlements.

Full time employees who have completed twelve (12) months continuous service and who commenced with V/Line prior to the date of lodgement of this Agreement when granted annual leave, long service leave and/or accrued public holidays may be granted an Interstate Free Travel Voucher (redeemable for a ticket(s)) for self and eligible dependents subject to certain conditions.

New employees who commenced with V/Line after the lodgement of this Agreement will not be eligible to receive Interstate Free Travel Vouchers.

Full time employees – Subject to a minimum debit of three days to annual leave and/or accrued public holidays, one only free first class interstate travel voucher may be issued to or through another State in any annual leave year on a non-accumulative basis.

For grants of long service eave (minimum debit three days) only one interstate free travel voucher may be issued to or through another State for the total long service leave due to an employee throughout his/he service. Regulations permit an interstate free travel voucher to be issued for travel to “Western States and another to Northern States.”

Part-time employees – Part-time employees are not eligible for interstate free travel vouchers unless a minimum of 1750 hours of duty have been completed during the preceding 12 months.

Unused Interstate Free Travel Vouchers – Interstate free travel vouchers issued but not used may be returned to the issuing officer on resumption from leave and the entitlement re-instated.

Extension of Interstate Free Travel Vouchers – Interstate free travel vouchers may be extended and in special circumstances beyond the two weeks leave without pay period prescribed.

Employees are eligible for an interstate free travel voucher for self and dependents for the period representing accrued annual leave, accrued public holidays, accrued 38 hour credits and an additional separate free travel voucher representing accrued long service leave subject to certain conditions.

(b) **Entitlement**

Employees when granted paid leave of absence may be issued an interstate travel pass for self and eligible dependents, subject to certain conditions. Employees who are entitled to one free interstate pass in any annual leave year. Such entitlement if unused does not accumulate.

(c) Employees are issued with an Interstate Free Travel Voucher which is exchanged for a ticket, enabling travel on:

- (i) Intersystem train service that extends beyond Victorian border stations;
- (ii) Intersystem services that extend beyond V/Line Passenger interstate Rail/Coach Link Service Terminals
- (iii) Other intersystem services that entail travel across at least one State border.

(d) Interstate Free Travel Tickets are not available for travel on:

- (i) Public transport services in the metropolitan area of any capital city;
- (ii) Chartered or privately owned interstate services unless designated a service of the particular rail system
- (iii) Tourist services
- (iv) Certain intersystem services as nominated from time to time.

(e) Interstate pass entitlements as set out above will apply for the duration of this Agreement.

Deferment of Passes/Interstate Free Travel Vouchers Due to Ill Health

On production of a medical certificate stating that the employee is/was unable to use his/her intrastate pass/interstate free travel voucher due to ill health, entitlements may be deferred for up to six months.

29.4 Retired Employee Travel Pass (R.E.T.A)

Application

- (a) This clause 29.4 provides for the issue of the RETA to certain employees of V/Line Passenger Pty Ltd as part of the termination of employment benefits in certain circumstances. This clause 29.4 applies to two classes of employees; those who retire and those whose employment is terminated for reason of redundancy.

Entitlement on retirement

- (b) Employees whose employment is terminated during the operation of this Agreement:
- (i) either by V/Line Passenger Pty Ltd or by the employee due to ill-health; or
 - (i) by the employee in circumstances where that employee has reached the minimum retirement age; and

who, at the time of the termination of their employment, had at least 20 years of service with V/Line Passenger Pty Ltd (including service with the Public Transport Corporation before 29 August 1999) are entitled to R.E.T.A. benefits in accordance with clause 29.4(c) below.

- (c) On or before the termination of the employment of an employee described in clause 29.4(b), V/Line will issue to that employee:
- a principal R.E.T.A. for use by the employee after the termination of their employment; and
 - additional subsidiary R.E.T.A's for use by their spouse and each of their eligible dependants.

Entitlement on redundancy

- (d) Employees who during the operation of this Agreement:
- (i) have their employment with V/Line Passenger Pty Ltd terminated by reason of redundancy;
 - (ii) are entitled to a severance payment; and
 - (iii) at the time of the termination of their employment had at least 20 years of service with V/Line Passenger Pty Ltd (including service with the Public Transport Corporation before 29 August 1999); and
 - (iv) have reached the minimum retirement age

will be issued with:

- a principal R.E.T.A. for use by the employee after the termination of their employment; and
- additional subsidiary R.E.T.A.'s for use by their spouse and each of their eligible dependants.

Benefits on death of an employee

- (e) In circumstances where an employee was entitled to R.E.T.A. benefits in accordance with this clause 29.4 at the time of their death, V/Line will issue the employee's benefits in respect of R.E.T.A. passes that may be utilised by the employee's spouse and/or eligible dependants directly to the spouse and/or eligible dependants.

Ineligibility

Employees who commenced employment with V/Line Passenger after 28 August 1999 are ineligible for a retirement pass even if they achieve 20 years service.

R.E.T.A.

- (f) The R.E.T.A is a travel pass which authorises the holder to concession travel without charge on certain public transport services. The terms of all R.E.T.A.s are subject to terms and conditions imposed by V/Line Passenger from time to time;
- (g) Without limiting clause 29.4(e), the terms of a R.E.T.A. issued to an employee who on 29 August 1999 had less than 20 years of service with the Public Transport Corporation will not provide for intersystem travel concessions;
- (h) Those sections of clauses 34.3 and 37.3 (Salary Packaging) which refer to the permanent surrender of interstate travel passes take precedence over the provisions of this clause.

30. TRAINING AND SKILLS DEVELOPMENT

It is recognised that in order to increase efficiency and the competitiveness of V/Line Passenger, a continued commitment to training and skill development is necessary.

Accordingly, V/Line commits to developing a highly skilled and flexible workforce, providing employees with career opportunities through relevant and appropriate training to acquire additional skills and to enhance their skills in existing and new technologies where such training is to the benefit of V/Line.

Employees will be paid for attending approved training programs during standard working hours (other than training provided by trade unions). Reasonable out of pocket expenses will be reimbursed on the production of a receipt/tax invoice.

Release of employees to attend training is subject to operational requirements.

31. WORK DISRUPTION DISABILITY ALLOWANCE

- 31.1 An allowance shall be payable to specified staff who are required to perform their normal duties under abnormal conditions as a result of an approved and particular project for the renovating/restoring/upgrading/reconstructing of buildings throughout the Organisation being undertaken at their place of work and such staff cannot be relocated from such areas of work.
- 31.2 In cases where staff cannot be relocated and are required to perform their normal duties in an existing office/building undergoing major structural or internal alterations, for not less than two hours on a shift, such employees shall be paid an allowance of \$0.50 cents per hour for each and every hour worked in those circumstances.
- 31.3 For the purpose of this clause a significant disability occurs when staff encounter excessive noise, dust and/or disruptive inconvenience caused by the use of power tools and equipment used during the construction activities.
- 31.4 The officer authorizing such payment shall be required to certify that the building alterations and renovations are such as to constitute changes in the work environment to the extent that they amount to a significant net addition to the work requirements of the officers/employees concerned.

32. TRANSMISSION OF BUSINESS - CONTINUITY OF SERVICE

In the event of V/Line selling, transmitting, assigning or otherwise transferring the whole or part of the business in which employees covered by this Agreement are employed, and in the event of employees being offered employment in that business by a new employer upon the terms and conditions of employment of this Agreement with continuity of entitlements and at the same location, then V/Line will not be liable for payment of any notice amounts or redundancy or severance payments in respect of the termination of employment of such employees arising from the transmission.

PART 8 RAIL OPERATIONS, SALARIED AND ADMINISTRATIVE GROUPS – SPECIFIC INITIATIVES

33. SPECIFIC INITIATIVES

33.1 Payment of Accrued Public Holiday Credits

V/Line will introduce provisions which will result in accruals for public holidays worked for each twelve month period after the date of commencement of this Agreement being paid out.

It is also agreed that current accruals (as at date of commencement of this Agreement), will be retained pending the outcome of investigations into options for implementing the use of salary sacrifice arrangements in accordance with the taxation legislation as a mechanism to reduce public holiday accruals that existed prior to the date this Agreement commenced and as an alternative to accruals when Public Holidays are worked in the future; provided that the introduction of any such arrangement is at no cost to V/Line Passenger.

33.2 Extra Day Off Liability Administration

V/Line's accrued liability for "Extra Days Off" has reached unacceptable levels.

V/Line will introduce provisions which will result in "Extra Day Off" accruals prior and subsequent to commencement of this Agreement being paid out. Any accruals for time worked prior to commencement and during the life of this Agreement are to be cleared or paid out on a voluntary basis during the life of the Agreement.

It is also agreed that V/Line will explore options for implementing the use of salary sacrifice arrangements that comply with relevant Australian Taxation Office requirements to use as a mechanism for future "Extra Day Off" accruals.

Full clearance or payout of "Extra Day Off" hours may be achieved by any of the following:

- (a) election to have hours paid out in one or more lump sums during the life of the Agreement.
- (b) part payment, part clearance; or
- (c) by the introduction of salary sacrifice arrangements that comply with relevant tax legislation provided that to do so can be achieved with no cost to V/Line Passenger.

The balance of accruals still outstanding as at 30 June 2009 will be paid out in full in the first full pay period after that date.

Instructions will be developed and circulated to employees to assist with the management of these processes.

33.3 Salary Packaging for Superannuation

Approval from the Office of the Minister for Finance (Victoria) to proceed with arrangements that allow V/Line employees covered by the Agreement to salary sacrifice earnings into Revised, New and SERB and/ or Transport Schemes (whichever applies) has been obtained and will operate subject to the following conditions:

Salary packaging under this Agreement will be limited to superannuation and subject to the maximum tax deductible contributions specified by the Australian Taxation Office (ATO) as varied from time to time.

Salary packaging of Superannuation is introduced on the basis that it will not result in an additional cost to V/Line.

Individuals who elect to access salary packaging under these arrangements will be required to permanently surrender their interstate travel pass; provided that this requirement will not be applied retrospectively to employees who were participating in salary sacrifice arrangements as at 1 June 2005.

In offering salary packaging it is the responsibility of employees to obtain independent financial and taxation advice before entering into any salary packaging arrangement.

Alterations to packaging arrangements shall only be allowed on a once per annum basis in July of each year.

These arrangements shall also be extended to employees who are members of other complying superannuation funds from the same date as those referred to above as might be approved by the Minister.

33.4 Reimbursement of Spectacles

It is agreed the current policy will be adjusted to reflect general V/Line policy of reimbursement to Category 1 Safety Critical Workers for only one pair of prescription spectacles up to a maximum of \$200 per financial year.

This rate will be adjusted on an annual basis by an amount equal to the Consumer Price Index increase for the full year as published in the Australian Bureau of Statistics reports for the June quarter each year based on the weighted average of eight capital cities.

33.5 Emergency Conductor Role

Employees who are qualified to work as an Emergency Conductor will be permitted to operate a complete return journey from the original destination. The provisions of this clause will be confined to legitimate unplanned emergency services.

PART 9 LOCOMOTIVE EMPLOYEES - SPECIFIC INITIATIVES

34. SPECIFIC INITIATIVES

34.1 “Banked” Excess Hours or Supplementary Leave

V/Line will introduce provisions which will require that all outstanding accruals of excess work hours which have been ‘banked’ and under the provisions of past agreements, have been referred to as “Supplementary Leave”, must be cleared or paid out on a voluntary basis during the life of this Agreement.

Full clearance or payout of “banked” hours may be achieved by any of the following:

- (e) election to have hours paid out in one or more lump sums during the life of the Agreement;
- (f) part payment, part clearance; or
- (g) by the introduction of salary sacrifice arrangements that comply with relevant tax legislation provided that to do so can be achieved at no cost to V/Line Passenger.

The balance of accruals still outstanding as at 30 June 2009, will be paid out in full in the first full pay period after that date.

Under the revised pay arrangements as set out in Part 11 of this Agreement all excess hours will be paid in the fortnight in which they are worked i.e. hours can no longer be banked.

34.2 Annual Leave Deferral

When business needs or Driver resources require, V/Line may invite Drivers to voluntarily defer a proportion of their next period of rostered annual leave. Any decision to commence or discontinue the program will be at the discretion of V/Line, as will the scope of the program. Where it is decided to open the program it will be open to all Drivers to volunteer for one full roster cycle, or rostered to wait in the agreed timeframe.

34.3 Salary Packaging for Superannuation

Approval from the Office of the Minister for Finance (Victoria) to proceed with arrangements that allow V/Line employees covered by the Agreement to salary sacrifice earnings into Revised, New and SERB and/ or Transport Schemes (whichever applies) has been obtained and will operate subject to the following conditions:

Salary packaging under this Agreement will be limited to superannuation and subject to the maximum tax deductible contributions specified by the Australian Taxation Office (ATO) as varied from time to time.

Salary packaging of Superannuation is introduced on the basis that it will not result in an additional cost to V/Line.

Individuals who elect to access salary packaging under these arrangements will be required to permanently surrender their interstate travel pass; provided that this requirement will not be applied retrospectively to employees who were participating in salary sacrifice arrangements as at 1 June 2005.

In offering salary packaging it is the responsibility of employees to obtain independent financial and taxation advice before entering into any salary packaging arrangement.

Alterations to packaging arrangements shall only be allowed on a once per annum basis in July of each year.

These arrangements shall also be extended to employees who are members of other complying superannuation funds from the same date as those referred to above as might be approved by the Minister.

34.4 Reimbursement of Spectacles

It is agreed the current policy will be adjusted to reflect general V/Line policy of reimbursement to Category 1 Safety Critical Workers for only one pair of prescription spectacles up to a maximum of \$200 per financial year.

This rate will be adjusted on an annual basis by an amount equal to the Consumer Price Index increase for the full year as published in the Australian Bureau of Statistics reports for the June quarter each year based on the weighted average of eight capital cities.

34.5 Payment of Accrued Public Holiday Credits

The parties agree that options will be explored for implementing the use of salary sacrifice arrangements (in accordance with the taxation legislation) as a mechanism to reduce public holiday accruals and as an alternative to accruals when Public Holidays are worked in the future, provided that any such arrangement can be achieved at no cost to V/Line.

PART 10 ALL PURPOSE WAGE FOR LOCOMOTIVE- GRADE EMPLOYEES

35. APPLICATION

- 35.1 This Part of the Agreement applies specifically to Locomotive grade employees and provides that they will be paid an "All Purpose" Wage which will be adjusted in accordance with the rate increases provided for in Clause 15.1.
- 35.2 The All Purpose Wage and Rostering Code set out in this Part and Part 11 of this Agreement describes the method of working and payment of wages that will form part of a Locomotive-grade employee's terms and conditions of employment with V/Line Passenger.
- 35.3 Parts 10 and 11 of this Agreement shall prevail to the extent of any inconsistency with any term or terms contained in any other Part of this Agreement.

36. ALL PURPOSE WAGE RATE

- 36.1 All Locomotive-grade employees will be paid the All Purpose Rate outlined in the attendant wage rates table except as provided for in clauses 18.2; 18.3 and 53.5. These rates include provision for all other entitlements that would otherwise be payable under the award, such as:-
- * Shift Penalties
 - * Distance Payments
 - * Weekend/Additional Public Holiday Penalties
 - * Annual Leave Loading
 - * Class 3 Superannuation Allowance
 - * 100% of the Driver Only Operations Allowance
 - * All Additional hours worked.
- 36.2 Appropriately trained Locomotive Drivers may be utilised to provide On the Job training, as nominated by the relevant V/Line Manager.

37. WAGE RATES

Wage Rates for Locomotive Employees will be as follows from the 1st Pay Period commencing on or after the dates shown in the table:-

Classification <i>Locomotive Grades</i>	\$ @ 1.07.2006 2%	\$ @ 1.01.2007 2%	\$ @ 1.07.2007 2%	\$ @ 1.01.2008 3%	\$ @ 1.07.2008 2% SEE NOTE BELOW	\$ @ 1.01.2009 2% SEE NOTE BELOW
Trainee New Start	589.72	601.51	613.54	631.95	644.59	657.48
Trainee Stage 2 (Qualified Second Person)	834.58	851.27	868.30	894.35	912.24	930.48
	(651.47)	(664.50)	(677.79)	(698.12)	(712.09)	(726.33)
Trainee 12 months	943.23	962.09	981.33	1,010.77	1,030.99	1,051.61
	(760.12)	(775.32)	(790.83)	(814.55)	(830.84)	(847.46)
Locomotive Driver	1,538.82	1,569.60	1,601.00	1,649.03	1,682.01	1,715.65
	(1111.49)	(1133.72)	(1156.39)	(1191.08)	(1214.90)	(1239.20)
Locomotive Supervisor	1,735.45	1,770.16	1,805.56	1,859.73	1,896.92	1,934.86
	(1460.85)	(1490.07)	(1519.87)	(1565.47)	(1596.78)	(1628.71)
On Job Trainer Allowance/Hr	3.05 per hour	3.11 per hour	3.17 per hour	3.27 per hour	3.34 per hour	3.40 per hour

- NOTES:**
1. INCREASES FROM 1 JULY 2008 AND 1 JANUARY 2009 TO BE INCREASED BY AN ADDITIONAL 1% ON EACH DATE PROVIDED SATISFACTORY PROGRESS HAS BEEN MADE TOWARDS IMPLEMENTATION OF CORPORATE INITIATIVES LISTED IN CL. 15.1
 2. RATES SHOWN IN BRACKETS ARE BASE RATES FOR DEFINED BENEFIT SUPERANNUATION SCHEMES REFERRED TO IN CL.18.1 & 2.

PART 11 LOCOMOTIVE GRADE EMPLOYEES ROSTERING CODE

PREAMBLE

This Agreement relates to the development of rosters and rotations and the payment of Locomotive-grade employees employed by V/Line Passenger P/L. or its successors, under an All Purpose Wage, and is to be applied in conjunction with the provisions of Part 10 of this Agreement.

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

The parties accept the supplementary agreements regarding Driver Only Operation (D.O.O.) Terms of Reference Time Allocations for Train Operational Related Tasks, 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.

The revised arrangements set out in this Part of this Agreement, will come into operation as soon as practical after the V/Line Passenger Union Collective Agreement 2006-2009 commences.

38. ORDINARY TIME OF DUTY

- 38.1 The ordinary time of duty for full time employees will be 80 hours in ten rostered shifts over a cycle of 2 weeks; such hours being made up of an average of 38 per week plus 2 reasonable additional hours each week.
- 38.2 The ordinary time and reasonable additional hours of duty for permanent part-time employees will depend on local rotations but will be less than 80 hours per fortnight in accordance with the provisions of sub-clause 11.6 of this Agreement.
- 38.3 The reference to 2 reasonable additional hours each week does not prevent reasonable additional hours being worked beyond two (2) per week that might be required in any one week or fortnight, to meet service requirements.

39. ROSTERING COMMITTEE/CONSULTATIONS

39.1 Rostering/Rotation Guidelines

- (a) Subject to the guidelines contained herein rotations will be developed to suit each depots work requirements.
- (b) At all locations V/Line Passenger rostering personnel are to work in conjunction with the chosen representatives of the employees to frame suitable rosters/rotations on an agreed basis.

39.2 Occupational Health & Safety

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

39.3 Maximum Shifts Rostered Per Fortnight

- (a) 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 2 maximum or 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.
- (b) Time off duty for annual, sick and other leave and credit for public holidays does not count for the purpose of calculating the 10 shifts of work; however the hours involved are taken into consideration when calculating the guaranteed payment provisions for the ten rostered shifts on the master roster and referred to in clause 42.
- (c) Employees shall make themselves available to work reasonable additional shifts time outside of master roster allocations to ensure train running requirements are met.

39.4 Length of Shifts

- (a) Driver Only shifts will operate up to 8 hours in duration, or over 8 hours subject to agreement with employees or employees and their nominated representative.
- (b) 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 employees or employees and their nominated representative.
- (c) Shifts with two-persons consisting of a Locomotive Driver and a non-qualified driver, locomotive grade employee, will operate up to 9 hours in duration. or over 9 hours subject to agreement with employees or employees and their nominated representative.
- (d) Shifts with Two Drivers can operate up to 11 hours in duration.

39.5 Needs Breaks

V /Line Passenger 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 by consultation with employees, or where an employee elects, their nominated representative. In the event of late running the timing of daily Needs Breaks to be arranged in consultation with Train Control. Needs Breaks are to be paid at the All Purpose Wage rate. As from 2 July, 2003, 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 an allowance of \$19.20, and increase in accordance with the incremental wage adjustments specified in -clause 15. [NOTE however that this rate includes the 2% increase from 1 July 2006].

39.6 Interval Of Rest Between Shifts

The time an employee shall remain off duty will be 11 hours at their home depot or 8 hours whilst at a rest depot.

Should the outbound leg of a rest job on a two person train (including a Locomotive Driver and a non-qualified driver, locomotive grade employee), which is running late, cause an employee, who would have normally had, without such late running, only the minimum time off between shifts at the rest location the following arrangements will apply:

- (a) The employee, at his/her discretion, may forego the minimum period off between shifts provisions and return on their rostered inbound leg of the rest job;
- (b) The employee will then receive payment for all time from the rostered sign-on time of the outbound leg until the rostered sign-off time of the inbound leg of the rest job; and
- (c) The employee will be credited two shifts.
- (d) Former award provisions as set out in sub-clause 84.5 of Part 15 regarding the period off duty at Swan Hill or any other agreed location will continue to apply.

39.7 Developing Rotations

- (a) When developing depot rotations all rostered days off are for a minimum duration of 32 hours between shifts, unless otherwise agreed between V/Line Passenger and employees or employees and their nominated representative. Rostering staff will attempt to cluster together the maximum number of Off Roster days when formulating rosters.
- (b) A master rotation will be displayed at all home depot sign on points. At all depots a copy of this Agreement shall be posted in a glass front lockable case. Each employee is to be issued with a copy of the Rostering Code and acknowledge receipt.
- (c) 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. Off Roster notes for Saturday, Sunday and Monday are to be submitted no later than 0800 Friday.

39.8 Alterations Of Rotations

- (a) With all permanent changes of rosters, V/Line Passenger shall provide a minimum of 28 days notice from the establishment of the agreed final draft to the intended date of implementation.
- (b) V/Line will endeavour to post rosters covering Christmas and Easter holidays at least four (4) weeks in advance unless there are special and extenuating circumstances that prevent this from occurring, or otherwise agreed.
- (c) There will be a minimum of two weeks notice for advice regarding holiday relief weeks unless otherwise agreed as a result of local consultation.

40. ALTERATIONS TO ORIGINAL SIGN ON TIME

40.1. Home Depot

- (a) In altering the daily roster, V/Line Passenger may require to change an employee's sign-on times to within a two hour span either side of the original sign-on time, in accordance with the posting of daily rosters.
- (b) The two-hour time span may be exceeded by agreement of the employee where it does not contravene other guidelines within this document e.g. minimum time off between shifts.
- (c) Advice of roster alterations shall be affected by an agreed communication process between the individual employee and the rostering staff.
- (d) Advice as to an employee working on his/her next shift, particularly when that shift is rostered on an Off Roster day, may be left on a telephone answering machine or message bank. Employees have until 1400 on the day the message was issued to confirm the arrangements otherwise rostering personnel will consider the employee to be unavailable and offer the shift to another employee.

40.2 Rest Location

Where an employee is at rest alterations to sign on time will be kept to a minimum. 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

40.3. Detention Away From Home Depot

- (a) Rotations will be developed so that wherever practicable detention 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 All Purpose rate, for all hours that an employee is detained at rest in excess of 12 hours.
- (b) The hours outlined in clause (a) 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 each fortnight.
- (c) The payment allowed under sub-clause (a) shall not be made in respect of any time during which the employee is receiving a credit allowed for in sub-clause 40.2. or 40.4. (a).

40.4 Rostered Hours When Going To Rest

- (a) Each leg of a rest job is to be credited for a minimum of 8 hours. Each leg will count as a shift.
- (b) Replacement of an employee for a rest job would be arranged by each location and determined on a local basis.

- (c) The standard of accommodation at all rest locations to comply with current agreed policy.
- (d) From the beginning of the first pay period commencing on and after 1 July 2006 the barracks bed allowance will be \$76.80 and increase in accordance with the incremental wage adjustments provided for in clause 15.

40.5 Meal Allowances

- (a) From the beginning of the first pay period commencing on and after 1 July 2006 the payment of Meal Allowances under the All Purpose Rate arrangements is \$19.20, and will increase in accordance with the incremental wage adjustments in clause 15. The entitlement for the frequency and number of meals is in accordance with relevant provisions in clause 84 in Part 15 of this Agreement.
- (b) As from 2 July 2003 a Locomotive-grade employee who is required to work for more than 2 hours beyond the rostered time of ceasing duty (subject to a minimum of 10 hours on duty) will be paid an allowance of \$19.20, such amount to increase in accordance with the incremental wage adjustments provided for in clause 15.. This clause replaces entitlements otherwise payable under clause 86.7(a).

41. MINIMUM PAYMENT

- 41.1 An employee who reports for duty and is then advised that he/she is not required shall be paid 4 hours pay at the All Purpose Rate. The employee will not be credited with a shift.
- 41.2 An employee who signs-on and undertakes duty required shall be paid 4 hours or the hours worked, whichever is the greater at the All Purpose Rate, unless otherwise agreed. The employee will be credited with a shift.

42. GUARANTEE

- 42.1 A full time employee who is ready, willing and able for all work offering (in accordance with the provisions of these guidelines) is guaranteed 80 hours payment for the ten rostered shifts on the master roster each fortnight. In the case of permanent part-time employees the guaranteed payment in each fortnight will be their agreed fortnightly hours.
- 42.2 All time on duty in the ten rostered shifts (including sick and other paid leave days taken in lieu of work days) on the master roster counts towards the guaranteed hours and any hours in excess of 80 will be paid at the all purpose rate.
- 42.3 Shifts worked in addition to the rostered ten (10) in any fortnightly pay period will be paid at the all purpose rate based on the hours actually worked subject to a minimum payment of eight hours for each additional shift worked.
- 42.4 The guarantee will be withdrawn during any fortnight that an employee is not available for all work offering in accordance with Clause 42.1. During that fortnight the employee will be paid only for the actual hours worked.

42.5 Where an employee calls in sick on an Off Rostered day where he/she had been rostered to work, Sick leave will not be paid, nor a shift credited, for that actual shift on which the employee was absent.

42.6 Where staff are not required for rostered duty or any of the ten rostered shifts for the fortnight (e.g. due to a reduction in services on public holidays) and no alternative duty is likely to become available then staff are to be notified as soon as possible. The guaranteed fortnightly hours remains intact and the cancelled shift retains its status as one of rostered ten on the master roster unless 14 days notice of cancellation had been provided.

43. RELIEF CREWS

In the event of an incident or delay in train running relief, if required, will be despatched as soon as possible by the most expeditious mode of transport available to relieve the delayed train, and so avoid unnecessary further delay otherwise incurred. In the case of Driver Only trains which, through circumstance can no longer be operated Driver Only, but can run as two-person trains, the relief must be a Locomotive-grade qualified competent employee.

44. EQUALISATION OF ADDITIONAL WORK

To balance any additional work which cannot be covered the following will apply:

Each excess shift call-in will be covered by employees whose Off Roster credits number from lowest to highest in terms of the Off Roster shifts worked in the current financial year, taking into account the particular shift times and those who have already worked an Off Roster shift in the current fortnight.

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

45. EXCHANGE OF SHIFTS

45.1 An exchange of shift between employees covered by this Agreement will be permitted subject to the provisions of this Agreement and FAID requirements being adhered to and the exchange of shifts approved.

45.2 An employee may request one or more days off duty without loss of pay providing he/she works another shift/s during the cycle when mutually agreeable or alternatively, accepts a reduction from ordinary hours in the current cycle.

46. TIMESHEETS

46.1 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. Timesheets must be submitted when claiming anything other than rostered hours.

46.2 In the case of "off roster shifts" worked, employees must indicate how the monies involved are to be treated i.e. paid with normal fortnightly earnings or deposited into salary sacrifice accounts.

46.3 The provisions of this clause may be subject to alteration based on the outcome of developments referred to in clause 15.2(e) of this Agreement.

47. REPORTING BACK FOR DUTY

47.1 When reporting back for duty, employees will advise the OIC/Roster Clerk of their availability prior to 1100 hours on Saturday, Sunday or Monday and 1400 hours on other days.

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

48. PUBLIC HOLIDAYS

48.1 Payment for additional Public Holiday penalties is included in the All Purpose rate.

48.2 If an employee works on a public holiday listed hereunder then the all purpose rate is paid and a credit is made towards ordinary hours/shifts for the rostered hours for that day. The employee will also receive an additional credit of 8 hours as payment or a day off in lieu.

New Years Day	Good Friday	Christmas Day	Australia Day
Boxing Day	Easter Monday	Labour Day	Anzac Day
Queens Birthday	Melbourne Cup		

48.3 If any of these public holiday falls on a day when the employee is not rostered to work then the fortnightly guaranteed hours are paid plus a credit is made towards ordinary hours for that day.

48.4 Employees may be required to attend for duty on any of the public holidays prescribed in this clause unless they have reasonable grounds for refusal.

48.5 All payments for public holidays accrued prior to 3 September 1995 are to be made at the base rate applicable as at 1st January 2006 when taken.

48.6 Where Christmas Day, Boxing Day, New Years Day or Australia Day fall on weekends, the public holiday and associated penalties will apply on the actual day of the holiday that is Saturday or Sunday and there will be no day recognised for such payment in lieu.

This provision will remain in force for the period of time that the All Purpose wage agreement continues.

49. ANNUAL LEAVE

49.1 A full time employee rostered to work on Sundays and/or Public Holidays and who is covered by this Agreement is entitled to 200 hours/5 weeks (based on a 40 hour week) annual leave in respect of each 52 weeks continuous service, less the period of annual leave.

49.2 A permanent part-time employee rostered to work on Sundays and/or Public Holidays is entitled to annual leave on a proportionate basis, e.g. if a permanent part-time employee was employed for 40 hours in a fortnightly roster cycle, the annual leave entitlement after 52 weeks of continuous employment would be 100 hours.

- 49.3 All leave applied for and approved whilst on the All Purpose wage will be paid at that rate. Accrued leave paid upon resignation, retirement, redundancy or retrenchment is also paid at the All Purpose rate.
- 49.4 Annual Leave:
- (a) will accrue on a pro-rata basis;
 - (b) accrues for each completed 4 week period of service and will be credited at the end of each month; and
 - (c) is cumulative.
- 49.5
- (a) Where an employee has accrued in excess 10 weeks annual leave, V/Line may direct the employee to take up to 25% of the leave owing at the time any such direction is given.
 - (b) Where a direction to clear leave is given, employees shall be provided, wherever it is practicable to do so, with one month's notice of the date on which annual leave is to commence.
- 49.6 In each year of service, an Employee may elect to forgo up to two weeks of their annual leave accrual for that year provided that:
- (a) the Employee gives V/Line a written election to forgo the amount of leave;
 - (b) the Employee is paid in lieu of the annual leave at no less than the rate of pay applicable to the Employee under this Agreement at the time the Employee made the written election; and
 - (c) V/Line authorises that the Employee can forgo the amount of leave
- 49.7 All leave will be paid in hours subject to a maximum deduction of 80 hours for any fortnight
- 49.8 A full time employee taking 5 weeks annual leave will have 200 hours deducted from annual leave credits
- 49.9 Annual Leave Loading will not apply even for accrued leave if it is taken whilst on an All Purpose wage. Leave accrued prior to commencing an aggregate/All Purpose wage and not used whilst on an aggregate/All Purpose wage will attract annual leave loading.

50. PERSONAL LEAVE

50.1 The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees. .

50.2 Entitlements

Locomotive Employees shall be entitled to 1.5 days (12 hours) for each block of 4 weeks service for the first 40 weeks. Personal leave is cumulative and after the first twelve months of service, accrues at the rate of 1.15 days (9.23 hours) for every 4 weeks thereafter, credited monthly to a total of 15 days (120 hours) in each subsequent year of service.

50.3 Notice Requirements

Employees must, 2 hours prior to commencement of their normal working time, where practicable in the case of early shifts, but before the commencement of the shift, inform V/Line (through their immediate co-ordinator, Manager or designated person responsible on each shift) of their inability to attend for work, and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.

50.4 Rate of Pay

Personal leave clearances for Locomotive employees will be paid at the All Purpose rate of pay provided all notice and supporting evidence requirements are met.

50.5 WorkCover – Make-Up Pay

Where an employee is injured at work and is off work and being paid under the provisions of WorkCover, V/Line will arrange for the payment of the difference between the WorkCover pay rate and the All Purpose wage rate for a period of not more than 4 months following a qualifying period of 1 month for any one worker's compensation claim arising from one event.

50.6 Other Requirements/Entitlements

All other provisions of clause 24 (Personal Leave) of this Agreement shall apply to Locomotive Employees in relation to sick and carer's leave requirements.

51. BEREAVEMENT / COMPASSIONATE LEAVE

51.1 The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees.

51.2 Paid leave entitlement

(a) An employee is entitled to use up to three days leave as bereavement / compassionate leave on each occasion of the death of a member of the employees' immediate family or household or to spend time with a member of their immediate family or household who has a personal illness or injury that poses a serious threat to his or her life.

- (b) Each period of bereavement / compassionate leave stands alone and is not debited against any other type of leave.

51.3 Unpaid bereavement Leave

An employee may take unpaid bereavement / compassionate leave by agreement with V/Line Passenger.

52. ADDITIONAL DUTIES

- 52.1 When V/Line Passenger requires an employee for tasks other than their ordinary rostered duties, this time is to be paid at the All Purpose Rate.
- 52.2 All personnel assisting the Driver of a Driver Only train must be suitably qualified to the agreed standard.

53. TRAINING

All Locomotive-grade employees will be trained in accordance with the provisions of the existing, Victorian Locomotive Driver training scheme. Ongoing Continuation training for qualified Locomotive Drivers will be conducted using the Continuation training provisions contained in the Victorian Locomotive Driver training scheme. Conversion training where required will be conducted using the Conversion training provisions contained in the Victorian Locomotive Driver training scheme.

54. TEMPORARY TRANSFER/RELIEVING

- 54.1 Personnel volunteering for temporary transfer shall rotate through an availability list and any member declining his turn of temporary transfer shall be placed on the bottom of the rotation list. Expenses for temporary transfer will be in accordance with the agreed schedule and relevant provisions in Part 15 of this Agreement.
- 54.2 Relieving at another depot on a daily basis due to staff shortages will be implemented by agreement between the parties.

55. TRAUMA LEAVE

When an 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 at the All Purpose rate 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/s 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 separate collision/accident/incident.

56. DRIVING COMPANY MOTOR VEHICLES

- 56.1 Locomotive-grade employees holding a current car driving license may drive V/Line Passenger P/L company vehicles as per rotation. Should the employee not hold a current license, 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 paid at the All Purpose Rate.
- 56.2 Company motor vehicles will not be driven by employees who have in excess of eight hours on duty since their time of sign on except by agreement.
- 56.3 All employees including the driver of the company vehicle, being transported in a company vehicle, will be fully covered by the Company for personal injury or some other equivalent insurance, in the event of an accident causing personal injury.

57. JOB SHARE ARRANGEMENTS

Drivers who are permanently located at country depots may voluntarily apply to participate in a program of job sharing subject to management approval and the following conditions.

This initiative provides an alternative working method for drivers. For example it could encourage staff at or near retirement to remain employed.

57.1 The Program

- (a) Where two country depot drivers agree to job share at the same depot, one will vacate their rostered position and share the full time rostered position of the other.
- (b) Both participants must sign a Job Share Agreement which will be binding and the arrangement will not be reversible unless otherwise agreed.
- (c) The division of working time will be agreed between the two participants but will normally be split on a 50/50 basis.
- (d) The rotation between the participants will be no less than weekly up to a maximum of three months. Participants will work on a full time basis (40 hours per week) during their respective rotations.
- (e) Where the participants are unable to agree on a split and rotation, management will decide the appropriate arrangement which will be final.
- (f) Pay rates and entitlements are pro-rata for full time drivers.
- (g) Annual leave will accrue on a pro-rata basis but must be taken in the following manner. i.e. A job share driver who has worked on a 50/50 basis for a full year would take leave for 2.5 weeks spread over 5 weeks.
- (h) Participants to a Job Share arrangement agree to work reasonable additional hours in accordance with Clause 39.3 of this Agreement.
- (i) The distribution of overtime will also be in accordance with the normal equalization practice.

- (j) Time worked in a Job Share role will be deemed to be continuous, but accrued on a pro-rata basis.
- (k) Drivers who apply will be considered for a Job Share role in order of date of application.
- (l) Job Share participants who are members of any of the defined benefit superannuation schemes, (Revised, New or Transport Superannuation funds) should be aware that working on a less than full time basis, which thus reduces income, may effect their superannuation benefits as these schemes calculate final average salary based on the average salary over the last two years prior to retirement unless they have the option of maintaining their previous contribution level.
- (m) In the event that the Job Share position is dissolved the vacant position will be filled on a full time basis in the normal manner.

58. LDS (INSTRUCTORS & INSPECTORS) DRIVING UNDER CERTAIN CONDITIONS

- 58.1 All LDS's (Instructors) and LDS's (Inspectors) will be required to drive for no less than 20 shifts per year. Additional driving duties may be undertaken as and when required.
- 58.2 LDS's will not be rostered to perform part shift appointed duties and part shift driving duties.
- 58.3 LDS's can undertake the following train movements -
 - (a) Where a Driver fails to report and an LDS is travelling, the LDS may complete the one way journey. Not applicable to Spencer Street.
 - (b) Where an LDS is present at a location which is incurring major delays due to a serious incident and no driver is in position or available at the location to move the train and the LDS's immediate assistance could help reduce delays and assist in the service recovery process.
- 58.4 Time worked under provisions of sub-clause 58.3 counts towards the minimum period referred to in sub-clause 58.1.

59. TIME ALLOCATIONS FOR TRAVELLING AND TRAVELLING & INCIDENTAL EXPENSES SCHEDULE

SIGN ON AND TRAVEL PER MOTOR VEHICLE:10 mins to sign on plus Additional time for distance

As shown.

Road Vehicle Travelling Times (based on 80 km/h)

Distance Kms	Time Allowance
15	10mins
20	15mins
30	25mins
40	30mins
50	40mins
60	45mins
70	55mins
80	60mins
90	70mins
100	75mins
200	150mins
300	225mins
400	300mins

Note: Employees are to observe VicRoads speed limits at all times. Where it is known that travel involves negotiating metropolitan traffic and in particular peak hour traffic, additional time should be allowed and/or if Train Crews are delayed, crews must indicate actual travelling time on timesheet.

In the case where the employee is required to use his personal vehicle the said employee will be entitled to:

Motor Vehicles

Under 1.6 litre capacity = \$0.55 per kilometre

Between 1.601 litre capacity and 2.6 litre = \$0.60 per kilometre

Over 2.6 litre capacity = \$0.67 per kilometre

These rates will be maintained to reflect ATO Schedule of rates.

Motor Cycles

Under 250 cc capacity = \$0.25 per kilometre

250cc capacity and over = \$0.33 per kilometre

60. MINIMUM STANDARDS OF ACCOMMODATIONS FOR RESTING CREWS

Motel Accommodation

1. Separate rooms for individuals.
2. Room to be equipped with en suite shower, hand basin and toilet.
3. Continental breakfast supplied i.e. cereal, milk, fruit juice, toast. butter and spreads, coffee, tea and sugar.
4. Coffee tea, milk, biscuits and cutlery.
5. Access to Telstra/Optus phone, (including 1800 freecall facility to enable uncharged calls to be made to the: employer or employer-supplied mobile phone.
6. Rooms to be fitted with heavy curtains or blinds for crews resting in the daylight hours.
7. Rooms to be situated at furthest point from traffic and/or other extraneous peripheral noise to eliminate sleep disruption during rest period.
8. Rooms to be situated at furthest point from swimming pools, games rooms, etc, to eliminate sleep disruption during rest period.
9. Motel to be as close as possible to shopping facilities.
10. Taxi or Car to be supplied for transport of crew and kit and overnight bags to and from motel.
11. Room is booked until crew train departure time.
12. Room to be suitably/adequately heated.
13. Room to be equipped with table, chair and arm-chair/divan.
14. Room to be equipped with smoke alarm.
15. Bed to have electric blanket.
16. Room must be air-conditioned.
17. Room must be equipped with own kettle, toaster, alarm radio, small refrigerator and television
18. Microwave oven supplied, if possible
19. All rooms to be maintained daily, soap, clean towels and linen to be re-supplied
20. Supply of fly spray to be kept in the room
21. Extra breakfast provided for extended barracks detention

**61. TIME ALLOCATIONS FOR LOCOMOTIVE DRIVERS AT V/LINE PASSENGER
- DECEMBER 1998**

61.1 Sign On & Travel

Sign On: (All inclusive: peruse notice-cases, rosters and collect radio) 5 mins,
 Sign Off: (All inclusive: hand in radio. submit time sheet, peruse roster) 5 mins.
 Relieve at platform 5 mins.
 Sign-On and relieve at platform 10 mins.
 Sign-On at Spencer Street per suburban to North Melbourne and walk to Operations
 Training Centre 55mins
 Where Sign-On is NOT at platform -add applicable walking time (below)
 Sign-On and travel per motor vehicle 10 mins.

61.2 Walking Times

*All walking times 10 platforms are calculated on the basis of proceeding along No. 1
 platform to the glass doors. then down subway to platforms*
 Depot to No.1 platform 6 mins.
 Depot to Nos. 2, 3 and 4 platforms 9 mins.
 Depot to Nos. 5, 6, 7 and 8 platforms 10 mins
 Dept to . Suburban platforms 12 mins.
 Dept to Bank sidings 7 mins
 Depot to Car Sidings 5 mins

61.3 Train Preps:

Second-person prepare Passenger train
 3-5 vehicle sets 10# mins.
 6 vehicles or more 20# mins
 # Where NO train Examiner is provider. If a Train Examiner is provided the second-person
 is to carry out the train prep during the brake test.

61.4 Brake Tests as per Air Brake Rules Circular 0.211/93

Time shown is the minimum time allowed for examination and testing after the locomotive
 is coupled to a train and the air is put through.
 Full Examinations (FX1 with one Train Exam or FX2 with Driver and 2nd-person.)
 1.5 mins for each bogie vehicle in the consist of the train.
 FX2 (Driver Only)
 2.4 mins. for each bogie vehicle in the consist of the train, plus 6 mins. to carry out Cab
 Unattended Procedure.
 MX Examination (passenger trains)
 Where the second-person of a train operated by a Driver and Second-person is to conduct
 the examination: 3 mins.
 Driver of Driver Only train:
 5 mins plus 6 mins Cab Unattended Procedure.

61.5 Loco Procedures (incl. D.O times) Two-person crew Driver Only

Start locomotive	10 mins	10 mins.
Prepare locomotive	20 mins	35 mins.
Stable locomotive	10 mins	10 mins
Stable and shutdown locomotive	15 mins.	20 mins
Full start-up and prep.	30 mins.	45 mins.
Take or Verify Train Orders		5 mins.
Change-over on Passenger trains		2 rmins

Change:-over on Freight Trains 5 mins.
 Cab unattended Procedure 6 mins.

61.6 **Stabling Of Passenger Trains**

3-5 vehicle sets 10* mins
 6 vehicles or more 15* mins.

Book of Rules and Operating Procedures 1994, Page 12-7, Rule 9 (c), plus HEP switch-off and shutdown procedure

*Plus applicable Shunting time 1

61.7 **Time Allowance To Change Ends**

Push-Pull with 6 car "H" set 10mins
 Sunbury (where change of ends carried out off platform) 15mins
 On a Driver Only locomotive 5mins
 On a Two Person locomotive 3mins

61.8 **Fuelling Locomotives**

Fuel locomotive – Y class 15mins
 Fuel locomotive – all other classes 20mins
 Couple and/or uncouple locomotives 10mins for two locos
 10mins for each additional loco

61.9 **Fuelling Sprinters**

20mins per sprinter (includes filling toilet water tank, fill washer bottles and wash windows.

61.10 **Sign On And Travel Per Motor Vehicle**

10mins plus additional time for distance as shown.

Road vehicle travelling times (based on 80 km/h)

Distance (kms)	Time Allowed
5	5mins
10	8mins
15	10mins
20	15mins
30	25mins
40	30mins
50	40mins
60	45mins
70	55mins
80	60mins
90	70mins
100	75mins
200	150mins
300	225mins
400	300mins

Note: The foregoing chart is a guide only and personnel should observe VicRoads speed limits at all times. Where it is known that travel involves negotiating metropolitan traffic and in particular, peak hour traffic, additional time should be allowed and/or if Train Crews are delayed, crews must indicate actual time involved in travelling on timesheet.

61.11 Time Allowance For Sprinter Operation

Daily Prep	30mins per unit
Trip prep (required each time a new driver takes over Sprinter)	
Sprinter shutdown	8mins
Sprinter running	6mins
Hanging ends –reset direction	2mins (plus 1/2min for each additional Sprinter)
Stabling	5mins (plus 1 min for each additional Sprinter)
Coupling 2 Sprinters	20 mins with one driver (passengers must not enter board) 7 mins with two drivers (passengers may stay on board)
Uncoupling 2 Sprinters	15mins with one driver 6mins with two drivers

61.12 V/Line Passenger Locomotives

Time from train arrival till loco available to go	30mins
South Dynon	
Time from Spencer Street Yard to South Dynon Loco depot	15mins
Time to fuel loco	20mins
Time to reblock loco	20mins
Time to wash loco	20mins
Time from South Dynon loco depot to Spencer Street Yard	15mins
Total time for whole operation	120mins

61.13 NOTE: NEED TO ADD VLOCITY PREP

TO BE COMPLETED AS EARLY AS PRACTICABLE AFTER COMMENCEMENT OF THIS AGREEMENT.

PART 12 AGGREGATE WAGE FOR PASSENGER OPERATION EMPLOYEES – SPENCER STREET

62. APPLICATION

- 62.1 The terms of this Part of the Agreement apply specifically to Passenger Operations Employees employed by V/Line at Spencer Street as yard masters and shunters.
- 62.2 The Aggregate Wage Agreement provided for in clause 63 of this Part will be maintained in accordance with the increases in clause 15.1 of this Agreement.

63. THE AGGREGATE WAGE

The Aggregate Wage shall include the Base Rate plus the Aggregate Allowance.

63.1 The Aggregate Allowance

- (a) Passenger Operations Employees will be paid the Aggregate Allowance outlined in the wage rate at Part 13 of this Agreement. The Aggregate Allowance has been calculated so that it includes compensation for:
- Shift Penalties
 - Weekend/Public Holiday Penalties
 - Disability Allowance

63.2 The Base Rate

- (a) The Base Rate is based on 80 hours per fortnight where the difference between 76 hours and 80 hours has been calculated at time and one half. (which is equivalent to 82 hours)
- (b) Daily overtime and additional shifts worked will be paid at time and one half at the Base Rate.

63.3 The Aggregate Wage

- (a) A Passenger Operations Employee who is ready, willing and available for all work over the fortnightly roster or when on approved rostered Annual Leave, will be paid each fortnight two weeks wages at the Aggregate Wage rate and in accordance with Part 13 of this Agreement
- (b) A Passenger Operations Employee who is unavailable for work during the fortnightly roster as a result of an authorised absence other than rostered Annual Leave will not be eligible for Aggregate Allowance for those shifts but will receive the Base Rate.

64. PUBLIC HOLIDAYS

64.1 If any of the following public holidays fall on a day when a Passenger Operations Employee is rostered to work but no work is available, then the fortnightly aggregate wage is paid and a credit is made to ordinary hours/shifts for that day.

Australia Day Labour Day Melbourne Cup Day

Easter Monday Queens Birthday

64.2 If any of the following public holidays fall on a day when a Passenger Operations Employee is rostered to work and works, then the Passenger Operations Employee will be paid at time and one half at the Base Rate

Christmas Day Boxing Day New Years Day

Good Friday Anzac Day

64.3 General Guidelines to Interpretation

Public Holiday	Rostered/Not Required	Rostered and Works	Not Rostered
Australia Day Labour Day Easter Monday Queen’s Birthday Melbourne Cup Day	No deduction and credit (64.1) <u>[Note: Does not count as a shift for calculation of overtime]</u>	“Silent” – unlike the other group of holidays, no penalty is prescribed. Must therefore pay at ordinary rates.	Treated as a normal rostered off day – factored into rate.
Christmas Day Boxing Day New Year’s Day Good Friday Anzac Day	Refer to 65.1 – required to make up the shortfall during the fortnight; <u>in addition to be paid 8 hours for the holiday observed.</u>	Time and one half of Base Rate (65.2)	Treated as a normal rostered off day – factored into rate.

64.4 Employees may be required for duty on any of the public holidays prescribed in this clause unless they have reasonable grounds for refusal.

65. UNDER TIME

65.1 If during the fortnightly cycle, a Passenger Operations Employee loses one or more shifts as a result of changed rostering requirements given the holidays set out in clause 65.2, the Company can roster or via mutual agreement make up the shortfall during the course of that fortnight. The process is as follows:

- (a) Rostered by Mutual Agreement; or
- (b) Call-in.

Provided that employees who lose one or more shifts as a result of any such change to rosters will be paid eight hours at the relevant aggregate rate for each holiday involved regardless of whether they are allocated an alternative under time shift or not. Payments so made count towards the minimum guaranteed hours for the fortnight.

Provided further that payments made stand alone and are not recognized as shifts for the purposes of calculating overtime.

65.2 Where an individual has unreasonably withheld his labour to make up under time, the Company reserves the right to withhold payment for such under time. In the event of a dispute arising in relation to this issue the matter shall be dealt with in accordance with clause 9 of this Agreement.

65.3 The need to make up in any short fall of hours shall not cause alterations to any other Passenger Operations Employee unless on an agreed basis.

65.4 The provisions of this clause do not apply to employees who were rostered off duty for the holiday as part of their normal roster. The public holiday for employees who fall into this category is treated as a normal rostered off day.

66. MEAL ALLOWANCE

The meal allowance previously paid by administrative action to Passenger Operations Employees to whom this Part of this Agreement applies, will be increased to \$19.20 from 1 July 2006.

This allowance will be adjusted by increases provided for in clause 15 from 1 January 2007 onwards.

67. DISPUTE RESOLUTION

Any dispute arising from application of the Aggregate Wage arrangements in this Part shall be dealt with in accordance with the clause 9 of this Agreement.

PART 13 SCHEDULE OF PAY RATES AND CLASSIFICATION AND ALLOWANCES

Base Rates

GRADE	DESC	HRS.	RATE	SALARY/DAI LY PAID	CURRENT WEEKLY	\$ @ 01/07/2006	\$ @ 01/01/2007	\$ @ 01/07/2007	\$ @ 01/01/2008	\$ @ 01/07/2008	\$ @ 01/01/2009
					\$	2%	2%	2%	3%	2%	2%
SD464	ADMIN OFF CLASS 6 DIV 1	38	\$26.5076	Salary	1007.29	1027.44	1047.98	1068.94	1101.01	1123.03	1145.49
PT035	CHIEF COND	38	\$17.8218	Daily Paid	677.23	690.77	704.59	718.68	740.24	755.05	770.15
PS058	CLERK C1 D1	38	\$19.0305	Salary	723.16	737.62	752.38	767.42	790.45	806.25	822.38
PS059	CLERK C1 D2	38	\$19.7918	Salary	752.09	767.13	782.47	798.12	822.07	838.51	855.28
PS060	CLERK C1 D3	38	\$20.5547	Salary	781.08	796.70	812.64	828.89	853.75	870.83	888.25
PS061	CLERK C1 D4	38	\$21.3105	Salary	809.8	826.00	842.52	859.37	885.15	902.85	920.91
PS062	CLERK C1 D5	38	\$21.8366	Salary	829.79	846.39	863.31	880.58	907.00	925.14	943.64
PS063	CLERK C2 D1	38	\$22.4316	Salary	852.4	869.45	886.84	904.57	931.71	950.35	969.35
PS064	CLERK C2 D2	38	\$22.9937	Salary	873.76	891.24	909.06	927.24	955.06	974.16	993.64
PS065	CLERK C3 D1	38	\$23.7129	Salary	901.09	919.11	937.49	956.24	984.93	1004.63	1024.72
PS066	CLERK C3 D2	38	\$24.2911	Salary	923.06	941.52	960.35	979.56	1008.95	1029.12	1049.71
PS067	CLERK C4 D1	38	\$25.0492	Salary	951.87	970.91	990.33	1010.13	1040.44	1061.24	1082.47
PS068	CLERK C4 D2	38	\$25.6437	Salary	974.46	993.95	1013.83	1034.10	1065.13	1086.43	1108.16
PS069	CLERK C5 D1	38	\$26.4924	Salary	1006.71	1026.84	1047.38	1068.33	1100.38	1122.39	1144.83

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GRADE	DESC	HRS.	RATE	SALARY/DAILY PAID	CURRENT WEEKLY	\$ @ 01/07/2006	\$ @ 01/01/2007	\$ @ 01/07/2007	\$ @ 01/01/2008	\$ @ 01/07/2008	\$ @ 01/01/2009
					\$	2%	2%	2%	3%	2%	2%
PS070	CLERK C5 D2	38	\$27.0839	Salary	1029.19	1049.77	1070.77	1092.18	1124.95	1147.45	1170.40
PS071	CLERK C6 D1	38	\$27.9361	Salary	1061.57	1082.80	1104.46	1126.55	1160.34	1183.55	1207.22
PS072	CLERK C6 D2	38	\$28.5276	Salary	1084.05	1105.73	1127.85	1150.40	1184.91	1208.61	1232.79
PT034	COND	38	\$16.9992	Daily Paid	645.97	658.89	672.07	685.51	706.07	720.20	734.60
PB906	FGT OPS EMP 4A	38	\$25.3303	Daily Paid	962.55	981.80	1001.44	1021.47	1052.11	1073.15	1094.61
PS108	FMN SUPV C5 D2	38	\$25.2211	Salary	958.4	977.57	997.12	1017.06	1047.57	1068.53	1089.90
PS112	FMN SUPV C7 D2	38	\$27.4284	Salary	1042.28	1063.13	1084.39	1106.08	1139.26	1162.04	1185.28
PT113	GUARD C1	38	\$17.3532	Daily Paid	659.42	672.61	686.06	699.78	720.78	735.19	749.89
PT112	GUARD C2 D4	38	\$17.1308	Daily Paid	650.97	663.99	677.27	690.81	711.54	725.77	740.29
PT120	GUARD C2 TPC TA	38	\$18.0058	Daily Paid	684.22	697.90	711.86	726.10	747.88	762.84	778.10
PS152	MISCELLANEOUS C2 D2	38	\$20.4337	Salary	776.48	792.01	807.85	824.01	848.73	865.70	883.02
PS154	MISCELLANEOUS C3 D2	38	\$21.4734	Salary	815.99	832.31	848.96	865.94	891.91	909.75	927.95
PS156	MISCELLANEOUS C4 D2	38	\$22.5105	Salary	855.4	872.51	889.96	907.76	934.99	953.69	972.76
PG260	MOTOR CAR DVR	38	\$16.5305	Daily Paid	628.16	640.72	653.54	666.61	686.61	700.34	714.35
PB320	PAS OPS EMP 2C	38	\$21.5047	Daily Paid	817.18	833.52	850.19	867.20	893.21	911.08	929.30
PB320	PAS OPS EMP 2C	40	\$22.4065	Daily Paid	896.26	914.19	932.47	951.12	979.65	999.24	1019.23
PB321	PAS OPS EMP 3A	38	\$22.0287	Daily Paid	837.09	853.83	870.91	888.33	914.98	933.28	951.94

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GRADE	DESC	HRS.	RATE	SALARY/DAILY PAID	CURRENT WEEKLY	\$ @ 01/07/2006	\$ @ 01/01/2007	\$ @ 01/07/2007	\$ @ 01/01/2008	\$ @ 01/07/2008	\$ @ 01/01/2009
					\$	2%	2%	2%	3%	2%	2%
PB321	PAS OPS EMP 3A	40	\$22.9533	Daily Paid	918.13	936.49	955.22	974.33	1003.56	1023.63	1044.10
PB322	PAS OPS EMP 3B	38	\$23.7021	Daily Paid	900.68	918.69	937.07	955.81	984.48	1004.17	1024.26
PB322	PAS OPS EMP 3B	40	\$24.6963	Daily Paid	987.85	1007.61	1027.76	1048.31	1079.76	1101.36	1123.39
PB323	PAS OPS EMP 4A	38	\$25.5868	Daily Paid	972.3	991.75	1011.58	1031.81	1062.77	1084.02	1105.70
PB323	PAS OPS EMP 4A	40	\$26.6603	Daily Paid	1066.41	1087.74	1109.49	1131.68	1165.63	1188.95	1212.72
PB324	PAS OPS EMP 4B	38	\$28.4689	Daily Paid	1081.82	1103.46	1125.53	1148.04	1182.48	1206.13	1230.25
PB324	PAS OPS EMP 4B	40	\$27.0455	Daily Paid	1081.82	1103.46	1125.53	1148.04	1182.48	1206.13	1230.25
PT245	SIGNAL ASST	38	\$15.1558	Daily Paid	575.92	587.44	599.19	611.17	629.51	642.10	654.94
PS028	SNR OFF D01	38	\$29.4634	Salary	1119.61	1142.00	1164.84	1188.14	1223.78	1248.26	1273.22
PS029	SNR OFF D02	38	\$30.3989	Salary	1155.16	1178.26	1201.83	1225.87	1262.64	1287.89	1313.65
PS030	SNR OFF D03	38	\$31.3324	Salary	1190.63	1214.44	1238.73	1263.51	1301.41	1327.44	1353.99
PS031	SNR OFF D04	38	\$32.2639	Salary	1226.03	1250.55	1275.56	1301.07	1340.11	1366.91	1394.25
PS032	SNR OFF D05	38	\$33.1950	Salary	1261.41	1286.64	1312.37	1338.62	1378.78	1406.35	1434.48
PS033	SNR OFF D06	38	\$34.1287	Salary	1296.89	1322.83	1349.28	1376.27	1417.56	1445.91	1474.83
PS034	SNR OFF D07	38	\$35.0653	Salary	1332.48	1359.13	1386.31	1414.04	1456.46	1485.59	1515.30
PS035	SNR OFF D08	38	\$35.9974	Salary	1367.9	1395.26	1423.16	1451.63	1495.18	1525.08	1555.58
PS036	SNR OFF D09	38	\$36.9303	Salary	1403.35	1431.42	1460.05	1489.25	1533.92	1564.60	1595.89
PS037	SNR OFF D10	38	\$37.8650	Salary	1438.87	1467.65	1497.00	1526.94	1572.75	1604.20	1636.29

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					\$	2%	2%	2%	3%	2%	2%
PS038	SNR OFF D11	38	\$38.7963	Salary	1474.26	1503.75	1533.82	1564.50	1611.43	1643.66	1676.53
PS039	SNR OFF D12	38	\$39.7276	Salary	1509.65	1539.84	1570.64	1602.05	1650.11	1683.12	1716.78
PS040	SNR OFF D13	38	\$40.6666	Salary	1545.33	1576.24	1607.76	1639.92	1689.11	1722.90	1757.35
PS041	SNR OFF D14	38	\$41.5992	Salary	1580.77	1612.39	1644.63	1677.53	1727.85	1762.41	1797.66
PS042	SNR OFF D15	38	\$42.5318	Salary	1616.21	1648.53	1681.50	1715.13	1766.59	1801.92	1837.96
PS043	SNR OFF D16	38	\$43.4626	Salary	1651.58	1684.61	1718.30	1752.67	1805.25	1841.36	1878.18
PS044	SNR OFF D17	38	\$44.3961	Salary	1687.05	1720.79	1755.21	1790.31	1844.02	1880.90	1918.52
PS045	SNR OFF D18	38	\$45.3303	Salary	1722.55	1757.00	1792.14	1827.98	1882.82	1920.48	1958.89
PS046	SNR OFF D19	38	\$46.2666	Salary	1758.13	1793.29	1829.16	1865.74	1921.71	1960.15	1999.35
PS047	SNR OFF D20	38	\$47.1968	Salary	1793.48	1829.35	1865.94	1903.26	1960.35	1999.56	2039.55
NX028	SNR.OFF.1. (AGG)	40	\$30.6998	Salary	1227.99	1252.55	1277.60	1303.15	1342.25	1369.09	1396.47
NX029	SNR.OFF.2. (AGG)	40	\$31.6745	Salary	1266.98	1292.32	1318.17	1344.53	1384.87	1412.56	1440.81
NX030	SNR.OFF.3. (AGG)	40	\$32.6465	Salary	1305.86	1331.98	1358.62	1385.79	1427.36	1455.91	1485.03
PB206	SPL CDVR INST	40	\$34.7385	Daily Paid	1389.54	1417.33	1445.68	1474.59	1518.83	1549.21	1580.19
PG468	STMN I/C C4	38	\$16.2942	Daily Paid	619.18	631.56	644.19	657.08	676.79	690.33	704.13
PS119	STN OFF C1 D1	38	\$19.8737	Salary	755.2	770.30	785.71	801.42	825.47	841.98	858.82
PS120	STN OFF C1 D2	38	\$20.2666	Salary	770.13	785.53	801.24	817.27	841.79	858.62	875.79
PS121	STN OFF C2 D1	38	\$20.6571	Salary	784.97	800.67	816.68	833.02	858.01	875.17	892.67
PS122	STN OFF C2 D2	38	\$21.0442	Salary	799.68	815.67	831.99	848.63	874.09	891.57	909.40
PS123	STN OFF C3 D1	38	\$21.6605	Salary	823.1	839.56	856.35	873.48	899.68	917.68	936.03

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GRADE	DESC	HRS.	RATE	SALARY/DAILY PAID	CURRENT WEEKLY	\$ @ 01/07/2006	\$ @ 01/01/2007	\$ @ 01/07/2007	\$ @ 01/01/2008	\$ @ 01/07/2008	\$ @ 01/01/2009
					\$	2%	2%	2%	3%	2%	2%
PS124	STN OFF C3 D2	38	\$22.1389	Salary	841.28	858.11	875.27	892.77	919.56	937.95	956.71
PT266	STN/ASST C1	38	\$15.0518	Daily Paid	571.97	583.41	595.08	606.98	625.19	637.69	650.45
PT265	STN/ASST C2	38	\$14.7737	Daily Paid	561.4	572.63	584.08	595.76	613.64	625.91	638.43
PT263	STN/ASST C3 12 MTH SVCE	38	\$14.5205	Daily Paid	551.78	562.82	574.07	585.55	603.12	615.18	627.49
PT264	STN/ASST C3 OTHERS	38	\$14.3608	Daily Paid	545.71	556.62	567.76	579.11	596.49	608.41	620.58
PT269	STN/ASST MTR PCLS	38	\$15.1558	Daily Paid	575.92	587.44	599.19	611.17	629.51	642.10	654.94
PS129	STNMASTER C4 D1	38	\$22.9645	Salary	872.65	890.10	907.91	926.06	953.85	972.92	992.38
PS130	STNMASTER C4 D2	38	\$23.6013	Salary	896.85	914.79	933.08	951.74	980.30	999.90	1019.90
PS131	STNMASTER C5 D1	38	\$24.0368	Salary	913.4	931.67	950.30	969.31	998.39	1018.35	1038.72
PS132	STNMASTER C5 D2	38	\$24.4021	Salary	927.28	945.83	964.74	984.04	1013.56	1033.83	1054.51
PS133	STNMASTER C6 D1	38	\$25.0021	Salary	950.08	969.08	988.46	1008.23	1038.48	1059.25	1080.43
PS134	STNMASTER C6 D2	38	\$25.4568	Salary	967.36	986.71	1006.44	1026.57	1057.37	1078.51	1100.08
PS135	STNMASTER C7 D1	38	\$26.1350	Salary	993.13	1012.99	1033.25	1053.92	1085.54	1107.25	1129.39
PS136	STNMASTER C7 D2	38	\$26.8824	Salary	1021.53	1041.96	1062.80	1084.06	1116.58	1138.91	1161.69

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GRADE	DESC	HRS.	RATE	SALARY/DAILY PAID	CURRENT WEEKLY	\$ @ 01/07/2006	\$ @ 01/01/2007	\$ @ 01/07/2007	\$ @ 01/01/2008	\$ @ 01/07/2008	\$ @ 01/01/2009
					\$	2%	2%	2%	3%	2%	2%
PS137	STNMASTER C8 D1	38	\$27.7105	Salary	1053	1074.06	1095.54	1117.45	1150.98	1174.00	1197.47
PS138	STNMASTER C8 D2	38	\$28.5276	Salary	1084.05	1105.73	1127.85	1150.40	1184.91	1208.61	1232.79
PT280	SUPV PLATFORM	38	\$15.5411	Daily Paid	590.56	602.37	614.42	626.71	645.51	658.42	671.59
PT285	TRACK INSPECTOR C2	38	\$17.5855	Daily Paid	668.25	681.62	695.25	709.15	730.43	745.04	759.94
VL001	TRAIN CREW ALLOCATION CLERKS	38	\$43.9661	Salary	1670.71	1704.12	1738.21	1772.97	1826.16	1862.68	1899.94

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GRADE	DESC	HRS.	RATE	SALARY	CURRENT WEEKLY	\$ @ 1/7/2006	\$ @ 1/1/2007	\$ @ 1/7/2007	\$ @ 1/1/2008	\$ @ 1/7/2008	\$ @ 1/1/2009
					\$	2%	2%	2%	3%	2%	2%
PP243	PRO ENGR GRADUATE C1 Y1	38	\$22.6512	Salary	\$860.75	877.96	895.52	913.43	940.83	959.65	978.84
PP244	PRO ENGR GRADUATE C1 Y2	38	\$23.9862	Salary	\$911.48	929.71	948.30	967.27	996.28	1016.21	1036.53
PP245	PRO ENGR GRADUATE C1 Y3	38	\$25.5560	Salary	\$971.13	990.55	1010.36	1030.57	1061.49	1082.72	1104.37
PP246	PRO ENGR GRADUATE C1 Y4	38	\$27.3604	Salary	\$1,039.70	1060.49	1081.70	1103.33	1136.43	1159.16	1182.34
PP247	PRO ENGR EXPERIENCED C1	38	\$29.1675	Salary	\$1,108.37	1130.53	1153.14	1176.21	1211.49	1235.72	1260.44
PP248	PRO ENGER C2 Y1	38	\$30.8549	Salary	\$1,172.49	1195.94	1219.85	1244.25	1281.58	1307.21	1333.36
PP249	PRO ENGER C2 Y2	38	\$31.8922	Salary	\$1,211.90	1236.14	1260.86	1286.08	1324.66	1351.16	1378.18
PP250	PRO ENGER C2 Y3	38	\$32.9287	Salary	\$1,251.29	1276.32	1301.84	1327.88	1367.72	1395.07	1422.97
PP251	PRO ENGER C2 Y4	38	\$33.9668	Salary	\$1,290.74	1316.55	1342.88	1369.74	1410.83	1439.05	1467.83
PP252	PRO ENGER C3 Y1	38	\$35.7193	Salary	\$1,357.33	1384.48	1412.17	1440.41	1483.63	1513.30	1543.56
PP253	PRO ENGER C3 Y2	38	\$36.9399	Salary	\$1,403.72	1431.79	1460.43	1489.63	1534.32	1565.01	1596.31
PP254	PRO ENGER C3 Y3	38	\$38.1633	Salary	\$1,450.21	1479.21	1508.79	1538.97	1585.14	1616.84	1649.18
PP255	PRO ENGER C3 Y4	38	\$39.3851	Salary	\$1,496.63	1526.57	1557.10	1588.24	1635.89	1668.60	1701.98
PP256	PRO ENGER C4 Y1	38	\$41.1651	Salary	\$1,564.27	1595.56	1627.47	1660.02	1709.82	1744.02	1778.90
PP257	PRO ENGER C4 Y2	38	\$42.4312	Salary	\$1,612.39	1644.63	1677.53	1711.08	1762.41	1797.66	1833.61
PP258	PRO ENGER C4 Y3	38	\$43.6913	Salary	\$1,660.27	1693.47	1727.34	1761.89	1814.75	1851.04	1888.06
PP259	PRO ENGER C5 Y1	38	\$45.5483	Salary	\$1,730.84	1765.45	1800.76	1836.78	1891.88	1929.72	1968.31
PP260	PRO ENGER C5 Y2	38	\$46.8784	Salary	\$1,781.38	1817.01	1853.35	1890.41	1947.13	1986.07	2025.79
PP262	PRO ENGER C5 Y3	38	\$48.2079	Salary	\$1,831.90	1868.54	1905.91	1944.03	2002.35	2042.39	2083.24

NOTE: INCREASES FROM 1 JULY 2008 AND 1 JANUARY 2009 TO BE INCREASES BY AN ADDITIONAL 1% ON EACH DATE PROVIDED SATISFACTORY PROGRESS HAS BEEN MADE TOWARDS IMPLEMENTATION OF CORPORATE INITIATIVES LISTED IN CL. 15.1

ALLOWANCES

Code	DESC	Rate	WKLY HRS	CURRENT WEEKLY	\$ @ 01/07/2006	\$ @ 01/01/2007	\$ @ 01/07/2007	\$ @ 01/01/2008	\$ @ 01/07/2008	\$ @ 01/01/2009
A004	SPCL.PYMT 1 1ST YR	\$2.6418	38	100.39	102.40	104.45	106.53	109.73	111.93	114.16
A005	SPCL.PYMT 1 2ND YR	\$2.8742	38	109.22	111.40	113.63	115.91	119.38	121.77	124.21
A006	SPCL.PYMT 1 3RD YR	\$3.0755	38	116.87	119.21	121.59	124.02	127.74	130.30	132.90
A007	SPCL.PYMT 2 1ST YR	\$2.1105	38	80.20	81.80	83.44	85.11	87.66	89.42	91.20
A008	SPCL.PYMT 2 2ND YR	\$2.2808	38	86.67	88.40	90.17	91.97	94.73	96.63	98.56
A009	SPCL.PYMT 2 3RD YR	\$2.4508	38	93.13	94.99	96.89	98.83	101.80	103.83	105.91
A040	AGG. POE2A	\$6.8273	40	273.09	278.55	284.12	289.81	298.50	304.47	310.56
A041	AGG. POE2B	\$6.9918	40	279.67	285.26	290.97	296.79	305.69	311.81	318.04
A042	AGG. POE2C	\$7.1700	40	286.80	292.54	298.39	304.35	313.49	319.75	326.15
A043	AGG. POE3A	\$7.3450	40	293.80	299.68	305.67	311.78	321.14	327.56	334.11
A044	AGG. POE3B	\$7.9028	40	316.11	322.43	328.88	335.46	345.52	352.43	359.48
A045	AGG. POE4A	\$8.5313	40	341.25	348.08	355.04	362.14	373.00	380.46	388.07
A046	AGG. S.O.1.	\$8.2888	40	331.55	338.18	344.94	351.84	362.40	369.65	377.04
A047	AGG. S.O.2.	\$8.5520	40	342.08	348.92	355.90	363.02	373.91	381.39	389.01
A048	AGG. S.O.3.	\$8.8143	40	352.57	359.62	366.81	374.15	385.37	393.09	400.95

NOTE: INCREASES FROM 1 JULY 2008 AND 1 JANUARY 2009 TO BE INCREASES BY AN ADDITIONAL 1% ON EACH DATE PROVIDED SATISFACTORY PROGRESS HAS BEEN MADE TOWARDS IMPLEMENTATION OF CORPORATE INITIATIVES LISTED IN CL. 15.1

SHIFT ALLOWANCES

Code	DESC	CURRENT Hourly Rate	\$ @ 01/07/2006 2%	\$ @ 01/01/2007 2%	\$ @ 01/07/2007 2%	\$ @ 01/01/2008 3%	\$ @ 01/07/2008 2%	\$ @ 01/01/2009 2%
Miscellaneous Award								
A250	Shift - Early Morning	1.84	1.88	1.91	1.95	2.01	2.05	2.09
A256	Afternoon Shift	1.84	1.88	1.91	1.95	2.01	2.05	2.09
A261	Night Shift 2	2.14	2.18	2.23	2.27	2.34	2.39	2.43
A579	Shift loading Adults between 1.01am & 3.59am	2.14	2.18	2.23	2.27	2.34	2.39	2.43
Locomotive Award								
A280	Early Shift - Loco Award	1.98	2.02	2.06	2.10	2.16	2.21	2.25
A281	Afternoon Shift – Loco Award	1.98	2.02	2.06	2.10	2.16	2.21	2.25
A282	Night shift - Loco Award	2.34	2.39	2.43	2.48	2.56	2.61	2.66
A283	1.01am & 3.59am - Loco Award	2.34	2.39	2.43	2.48	2.56	2.61	2.66
Salaried Officers Award								
A285	Early Shift – Salaried	2.05	2.09	2.13	2.18	2.24	2.29	2.33
A286	Afternoon Shift - Salaried	2.05	2.09	2.13	2.18	2.24	2.29	2.33
A287	Night shift – Salaried	2.4	2.45	2.50	2.55	2.62	2.68	2.73
A288	1.01am & 3.59am – Salaried	2.4	2.45	2.50	2.55	2.62	2.68	2.73
Traffic Permanent Way & Signalling Award								
A290	Early Shift – TPW	2.04	2.08	2.12	2.16	2.23	2.27	2.32
A291	Afternoon Shift – TPW	2.04	2.08	2.12	2.16	2.23	2.27	2.32
A292	Night Shift – TPW	2.38	2.43	2.48	2.53	2.60	2.65	2.71
A293	1.01am & 3.59am - TPW	2.38	2.43	2.48	2.53	2.60	2.65	2.71
A294	Night Shift - Permanent – TPW	4.86	4.96	5.06	5.16	5.31	5.42	5.53

NOTE: INCREASES FROM 1 JULY 2008 AND 1 JANUARY 2009 TO BE INCREASES BY AN ADDITIONAL 1% ON EACH DATE PROVIDED SATISFACTORY PROGRESS HAS BEEN MADE TOWARDS IMPLEMENTATION OF CORPORATE INITIATIVES LISTED IN CL. 15

PART 14 AWARD CLAUSES INCORPORATED FROM THE RAILWAYS, TRAFFIC, PERMANENT WAY & SIGNALLING WAGES STAFF AWARD 2002

INTRODUCTION

The following provisions in this Part continue to apply to employees whose classifications were previously provided in the "Railways Traffic Permanent Way and Signalling Wages Staff Award 2002" unless otherwise provided for in this Agreement.

68. DEFINITIONS

"Afternoon shift" means a shift which commences before 1800 hours and concludes at or after 1830 hours.

"Broken shifts" mean a shift worked on any day with a continuous book-off period at headquarters, without pay, of more than two hours but does not include shifts where employees are booked off away from home between the trips constituting a shift.

"Early morning shift" means a shift which commences at or between 0400 and 0530 hours.

"Emergency work" means work the execution of which is affected by some condition which:

- (a) is brought into existence by an event of circumstances which occurs or arises unexpectedly, and which has consequences which can be obviated, controlled or remedied only by urgent and immediate action; and which
- (b) imposes upon those engaged in the execution of the work some appreciable handicap or some appreciable strain which would not be present or operative were such work being executed under normal working conditions.

"Fortnight", for the purpose of calculating overtime on a fortnightly basis means:

- (a) In the case of employees whose ordinary hours of duty are 80 or less per fortnight - the time worked during the first ten days or shifts in the current fortnightly pay period.
- (b) In the case of other employees - the total time worked in the current fortnightly pay period.

unless otherwise provided for in provisions relating to work on Sundays.

“**Headquarters**” mean the stations, lengths, places or depots to which employees are attached. In the cases of employees on the regular relieving staff, **headquarters** shall mean the stations, places or depots from which their movements are controlled.

“**Night shift**” means a shift which commences at or between 1800 and 0359 hours.

“**Senior conductor**” is the rostered conductor where two or more conductors are working identified trains.

“**Suburban area**” means the employer’s electrified lines with the exception of the portion beyond Dandenong and shall include the lines from Newport to Sunshine and from Albion to Broadmeadows.

“**Unavoidable necessity**” includes circumstances where compliance involves the employer in expenditure which is unreasonable.

“**Chief conductor**” is an employee who is appointed as such and is rostered on trains nominated by the Corporation.

“**Shunter progression**”

Progression to the grade of shunter, senior, shall be subject to the satisfactory completion of twelve months’ shunting experience and the possession of a guard’s certificate.

69. RATES OF PAY - JUNIORS

Junior employees, except apprentices, shall be paid rates equal to the following percentages of the weekly rate for Station assistant Class 3(b) Others calculated to the nearest five cents:

15 years of age	35%
16 years of age	49%
17 years of age	57%
18 years of age	68%
19 years of age	77%
20 years of age	88%

70. ALLOWANCES AND EXPENSES

70.1 Emergency work

Emergency work shall be paid 25% in addition to the ordinary or overtime rate, as the case may be, up to a maximum of double time.

70.2 First aid allowance

Employees appointed by the employer to perform first aid duty shall be paid \$9.40 per week provided that such employees shall be required to pass the appropriate first aid examination every three years.

70.3 Relieving expenses

- (a) Employees on the regular relieving staff, when engaged on relieving duty outside the suburban area, shall be paid country relieving expenses at the rate of \$463.20 per week.
- (b) Employees on the regular relieving staff, when engaged on relieving duty in the suburban area, shall be paid suburban relieving expenses at the rate of \$14.10 per day provided that:
- (c) Employees in receipt of suburban relieving expenses who are required to remain away from home overnight shall be paid travelling and incidental expenses up to a maximum amount of \$63.70
- (d) Employees on the regular relieving staff, whose headquarters are outside the suburban area, when engaged on relieving duty in the suburban area, shall be granted country relieving expenses as set out in sub clause 70.3 (a).
- (e) Employees performing relieving duty inside and outside the suburban area on the one day, calculated from midnight to midnight, shall be paid the suburban relieving allowance as set out in sub clause (b) if they are in the suburban area for the greater portion of the day, and country relieving expenses if they are outside the suburban area for half a day or more.
- (f) Employees engaged for a period in excess of three months on relieving duty at any one place or at different places between North Melbourne and Richmond, inclusive, shall not be allowed any expenses in respect of any period exceeding three months.
- (g) Relieving expenses shall be computed on the basis of seven days per week but shall not be payable during any period of absence from duty:
 - (a) without pay;
 - (b) on leave of absence with pay apart from public holidays or in lieu of overtime;
- (h) Employees in receipt of country relieving expenses who are actually living away from their home for the time being, and who are required temporarily to undertake duty away from such location for a period of not more than seven days, shall be paid travelling and incidental expenses.
- (i) Employees, ordinarily entitled to country relieving expenses, who are utilised to relieve at any one place for a period of not more than seven days, other than in circumstances set out in sub-clause 70.3(h), shall be paid travelling and incidental expenses. Such employees who, during a period in which they are receiving such expenses, are utilised for duty at some other station shall not be entitled to any additional expenses under sub-clause 70.3(h).
- (j) Employees, not attached to the regular relieving staff, who are temporarily required to undertake duty at another place shall be paid travelling and incidental expenses.

70.4 Relieving in higher positions allowance

- (a) Employees engaged for more than two hours on one shift on duties carrying a higher rate than their ordinary classification shall, if the minimum rate for such classification is higher than their ordinary rate, be paid such minimum rate for such shift. If engaged for two hours or less on one shift they shall be paid such minimum rate for the time worked.
- (b) Notwithstanding the provisions of subclause 70.4 (b) (iii):
- (i) Any employee after having performed the duties of a higher position for twelve calendar months, either continuously or non-continuously, within a period of two years shall, whilst performing such duties, be paid the equivalent of the next subdivisional rate (if any) of wage prescribed for such higher position.
 - (ii) Where an employee has under this clause qualified for the pay of an advanced subdivision and is subsequently required to perform again the duties of such higher position they shall be paid the rate they were receiving when last relieving or acting in such position unless within the previous five years they failed to relieve or act (continuously or non-continuously) in such higher position for a period of one year.
 - (iii) The employer shall reclassify any employee to a personal classification at the level of the higher position in which an employee has acted in for any period or periods which amount to six months or greater than six months (in any continuous twelve month period) provided that the higher position does not have a permanent incumbent appointed to it and is a vacant position.
- (c) Should an employee be appointed to a personal classification in accordance with the above criteria the employer shall not reduce the employee's personal classification back to their former classification for the reason that the higher position has been restructured or abolished.

70.5 Special allowances

Employees other than those working on special works civil construction sites shall be paid the following special allowances

70.6 Suburban group working

- (a) Employees in the grades of signaller, station assistant, junior station assistant and junior block recorder engaged on suburban group working shall be paid a suburban group working allowance at the rate of:
- \$ 4.30 per day.
- (b) This allowance shall be computed on the basis of seven days per week but, shall not be paid:
- (i) during any period of absence from duty without pay;
 - (ii) during any period of annual leave;

- (iii) during any period of other leave of absence with pay, except public holidays or a day in lieu of overtime.

70.7 Transfer allowances

- (a) Employees required by the Employer to permanently transfer from one location to another shall be paid actual reasonable out of pocket expenses; but in each case details of the expenses shall be submitted and all items must be supported by receipted vouchers.
- (b) Employees who are permanently transferred shall be reimbursed all reasonable relocation expenses for themselves, their spouses, their dependents and their furniture and effects.
- (c) Employees required by the employer to permanently transfer shall be given, except in special cases of emergency or unforeseen occurrence, seven days notice and allowed such time as is deemed necessary, with a maximum of one day, in which to pack and such time as is necessary, with a maximum of one day, to unpack their effects
- (d) Employees shall not be permanently transferred for a period of less than three months. Employees who have been permanently transferred and who are again permanently transferred before the expiration of three months, shall be paid travelling and incidental expenses as though they were only temporarily absent from their headquarters in the first instance except for employees who are transferred at their own request, for disciplinary reasons and/or for incompetence before the expiration of the relevant three month period.
- (e) Any employee who has been transferred as a requirement of the employer and has been unable to procure housing accommodation at their new location shall be paid travelling and incidental expenses under sub-clause 70.8 for a period of up to 7 days.

70.8 Travelling and incidental expenses

- (a) Employees shall be paid a meal allowance of \$7.10 per meal in the following circumstances:
- (b) Where their headquarters are within the suburban area and who in substitution for the whole or part of a shift are required to undertake special relief or emergency work at a location between 3.2 and 16km from their headquarters and who are required to be absent from their residence for at least an hour and a half longer than had they worked their regular shift.
- (c) Where their headquarters are outside the suburban area and who in substitution for the whole or part of a shift and required to undertake special relief or emergency work at a location no more than 16km from their headquarters and who are required to be absent from their residence for at least an hour and a half longer than had they worked their regular shift.
- (d) Where they were unable to return home for a meal and have not been provided by the employer with suitable refreshments after each five hour period if they are on duty:

- (i) For a period of more than five hours beyond the time of recommencing duty after a meal interval.
- (ii) Subject to (iii) for a period of more than ten hours where there is no meal interval.
- (iii) For a period of more than five hours on a shift of rostered duration of five hours or less with or without an alternative, or on a shift substituted for one of five hours or less duration without prior notice of the intended extension or substitution of the shift.
- (iv) In respect of a broken shift, for more than two hours beyond the ordinary time for the completion of such shift.

provided that where a meal interval exceeds one hour employees shall be deemed to have recommenced duty one hour after the commencement of the meal interval where the period of duty immediately prior amounts to more than four hours.

Meal interval means an interval off duty where the time and duration thereof is fixed by the employer and allowed with or without pay for the purpose of partaking of a meal or crib.

Prior notice means at least two hours where the shift commences between 0800 hours and 2200 hours and twelve hours otherwise.

This sub-clause shall not apply where an employee receives payment for a meal under any other provision.

- (e) Employees, (other than employees on the regular relieving staff); who are temporarily transferred and required to reside away from home, or not temporarily transferred but utilised away from their headquarters shall be paid travelling and incidental expenses at the rate of \$115.80 per day (i.e. \$15.00 for each of breakfast and lunch, \$22.10 for tea and \$63.70 for bed) for the first four weeks and, in the case of shift workers, five weeks at the same place and \$101.70 per day thereafter (i.e. \$14.30 for each of breakfast and lunch, \$17.80 for tea and \$55.30 for bed). The first four or five weeks period, as the case may be, at the same place shall not be deemed to include the day of departure from headquarters unless a full day's expenses are payable for such day.
- (f) The allowance for breakfast, dinner, tea or bed, as the case may be, provided in sub-clause 70.8 (e) shall not be paid to employees unless they commence travelling from their headquarters earlier than the time specified in the second column hereunder and/or do not return until after the time specified in the third column hereunder but no allowance shall be paid where the absence from headquarters is under three hours nor for a bed when a bed is not reasonably required.

	If departure before	If return after
Breakfast	0700 hours	0800 hours
Dinner	1230 hours	1330 hours
Tea	1800 hours	1900 hours

- (g) Employees shall not be paid any expenses under sub-clause 70.8 (e) at any one locality or place for a period exceeding three months.

- (h) No allowance shall be paid to employees for being absent from their headquarters if they leave from and return to their headquarters on the same day unless:
 - (i) their headquarters are within the suburban area and they are required to travel outside the suburban area to a place more than 50km distant from their headquarters;
 - (ii) their Headquarters are outside the suburban area and they are required to travel to at place at least 50km distant from their headquarters;

whereupon they will be eligible for the breakfast allowance if they depart before 0700 hours and the tea allowance if they return after 1900 hours. In the case of employees undertaking relief duty who travel to and from their place of residence, their place of residence shall be deemed to be their headquarters unless their headquarters are closer to the relief location than their residence.

- (i) The meal allowances provided in sub-clause 70.8 (e) shall be paid to employees who are required to perform night duty of at least six hours duration, either inside or outside of the suburban area, in connection with an accident, alteration to lines or bridges, or other work of a special character without being provided with:
 - (i) notice prior to leaving home for duty that they would be required to perform such night duty, or
 - (ii) an opportunity of going home for a meal; or
 - (iii) suitable refreshments by the employer during the night.

70.9 Travelling and waiting time allowances

- (a) Employees who are located within the suburban area and are required to travel in order to undertake duty at another place within the suburban area distant more than 4.8 kilometres from their headquarters shall be credited with full-time at single rate for the difference between the time at which it may be necessary for them to leave the station nearest to their place of residence for the temporary location and the ordinary time of leaving for their headquarters, and also for the difference between the time at which they can, at the earliest, arrive at the station nearest to their place of residence on the conclusion of their shift and the ordinary time of their arrival at their headquarters.
- (b) Employees who are located within the suburban area and are required to travel in order to undertake duty at another place within 4.8 kilometres of their headquarters shall not be credited with any time for the time occupied in travelling unless they are required to first report at their headquarters, in which case they shall be credited with full-time at single rate for the time occupied in travelling from their headquarters to the place of duty.
- (c) Employees undertaking relief duty who are:
 - (i) located within the suburban area and are required to travel in order to undertake duty at a location other than their normal headquarters which is outside the suburban area and distant more than 4.8 kilometres from their headquarters; or

- (ii) located outside the suburban area and are required to travel in order to undertake duty at a location other than their normal headquarters which is distant more than 4.8 kilometres from their headquarters;

shall be credited with full-time at single rate for the difference between the time at which it may be necessary for them to leave their place of residence for the temporary location and the ordinary time of leaving for their headquarters and also for the difference between the time at which they can at the earliest arrive at their residence on the conclusion of their shift and the ordinary time of arrival at their headquarters.

- (d) This subclause shall have no application where employees are required by the employer to reside away from home and are in receipt of expenses.
- (e) Except as otherwise provided:
 - (i) Employees who are required in connection with their duty to travel away from their headquarters between midnight on Saturday and midnight on Sunday shall be credited with full-time at single rate for the period so occupied.
 - (ii) Employees who are required in connection with their duty to travel away from their headquarters to or from the scene of an accident, fire, or flood shall, whether their services be actually used or not, be credited with full-time at single rate for the period so occupied.

Where a sleeping berth is provided, credit for travelling time will be at half time.

- (f) Except as otherwise provided, employees who are required to travel on duty as a passenger shall be credited in respect of the time so occupied with half time when provided with a sleeping berth and with full-time otherwise subject to a maximum total payment of one and one-half days at single rate in respect of each period of 24 hours from the time the travel commences.
- (g) Employees attached to the regular relieving staff shall be credited with any time occupied in travelling in connection with their duty, unless the time actually worked by or otherwise allowed them in respect of any shift amounts to less than one day at full pay in which event they shall be credited with a total of one day for travelling time and duty, or, if they are not called upon to work, with one day for the travelling time only.

70.10 Trip allowance

Employees in, or acting in, the positions of conductor, or other employee whose regular duty includes travelling over any particular section or sections of line, who are not entitled to the camping allowance, whose duties necessitate an absence from headquarters and who are not rostered off duty for sleep away from their headquarters or (in the case of a person employed in connection with track maintenance and/or construction) who are not required to remain away from their headquarters overnight, shall be paid a trip allowance calculated as follows:

- (a) When the period of absence from headquarters:
 - (i) exceeds ten hours but not fifteen hours \$15.00;

- (ii) exceeds fifteen hours but not twenty hours a further \$15.00;
 - (iii) exceeds twenty hours a further \$22.10.
- (b) Employees whose regular duties include travelling over any particular section or sections of line, who are not entitled to the camping allowance, whose duties necessitate an absence from headquarters and who are rostered off duty for sleep away from their headquarters or, in the case of employees employed in connection with track maintenance and/or construction, who are required to remain away from their headquarters overnight, shall be paid a trip allowance of \$63.70 where accommodation is not provided by the employer and \$15.00 per meal for:
- (i) One meal prior to being rostered off, if the period between the time of commencing and finishing duty is more than six hours but not more than twelve hours; or for two meals if the period is more than twelve hours.
 - (ii) One meal as at the time of recommencing duty, or if the interval between the times of finishing and recommencing duty is ten hours or more a meal:
 - * as at the expiration of ten hours from the time of finishing duty if such time be between 0100 and 1000 hours or between 1300 and 2200 hours;
 - * as at 0800 hours if the time of finishing duty be between 2200 and 0100 hours (both inclusive);
 - * as at 2000 hours if the time of finishing duty be between 1000 and 1300 hours (both inclusive).
 - (iii) For a meal or for lodging, as the case may be, for each completed period of five hours as from the time of the meal allowed under sub-clause 70.10(i) or sub-clause 70.10(ii) until the time of finishing duty at the headquarters.
- (c) The trip allowance shall not be payable to employees required to relieve at a place other than their headquarters who are in receipt of the travelling and incidental expenses for the first four or five weeks, as the case may be, except when they leave their temporary headquarters earlier than 0500 hours or later than 1330 hours and are absent for more than ten hours, in which case they shall be granted a trip allowance for one meal. Employees shall not be paid any allowance for lodging or for any meal in respect of any period in which they may be off duty at their ordinary headquarters.
- (d) Employees in receipt of travelling and incidental expenses after the first four or five week period, as the case may be, shall be paid the trip allowance as if their temporary location were their ordinary headquarters. Employees shall not be paid any allowance for lodging or for any meal in respect of any period in which they may be off duty at their ordinary headquarters.
- (e) Employees who are unexpectedly required to leave their headquarters and to be absent over a period in which they would ordinarily have a meal at home, shall be paid expenses on the basis of the travelling scale for that meal during the absence.

70.11 Uniforms

Where the employer requires an employee to wear a uniform the employer shall reimburse the employee the cost of such uniform. This provision shall not apply where the uniform is provided by the employer.

70.12 Detention away from headquarters allowance

- (a) Employees on the running staff, may be rostered off at a terminal point away from their headquarters during an interval between the trips constituting a shift, but shall not be rostered off for rest:
 - (i) for a period of less than eight hours if the interval commences between 0500 hours and 2000 hours;
 - (ii) for a period of less than five hours if the interval commences between 2000 hours and 0500 hours and then only subject to the special approval of the employer if the interval be less than eight hours.

and shall be credited with full-time at single rate for the time rostered of, other than for rest, during any such interval and if rostered off for rest during any such interval for a period of less than eight hours shall be paid for one-eighth of a day in addition to the time actually worked or otherwise allowed.

- (b) Employees on the running staff, who run a train from their headquarters and do not sign on for the return trip within twenty hours of signing off, after the forward trip, shall be credited with such time, subject to maximum of eight hours, for each intervening 24 hours during which they do not run as may be required to make the time paid for the calendar days over which the round trip extends, including time allowances and payment for duty at the forward terminal but excluding Saturday, Sunday and overtime penalties, equivalent to eight hours credit for each such calendar day, provided that the employees concerned shall be liable for duty at the forward terminal.
- (c) The Detention Away From Headquarters Allowance is paid for any period off duty that exceeds 12 hours.
- (d) The Detention Away From Headquarters Allowance:
 - (i) Shall not be included for the purpose of calculating overtime.
 - (ii) Shall not be payable in respect of any time during which employees are otherwise allowed payment, except for expenses, provided that Guard Second Persons shall be paid whichever amount is to their greatest advantage.

70.13 Specific Classification allowances

Conductor, senior

An allowance of \$3.73 per shift is payable to the Conductor regarded as a senior. A senior conductor is the rostered conductor where two or more conductors are working identified trains.

71. ORDINARY HOURS

- 71.1 The ordinary hours of work shall be 76 per fortnight.
- 71.2 The ordinary hours of work shall be arranged so as to permit the taking of a rostered day off which shall operate on the following basis:
- (a) Fixing one week day on which employees at a location will be rostered off during a 4 week cycle over 28 consecutive days.
 - (b) Rostering each employee off on one week day of a 4 week cycle over 28 consecutive days.
- 71.3 Except as hereinafter provided, time worked on a Sunday other than in completion of a shift commenced on a Saturday or in commencement of a shift terminating on a Monday, shall not be part of the ordinary hours.
- 71.4 Subject to sub-clause 70.12, no employee during the course of any shift shall be booked off work for more than half an hour, including time for a meal, between the hours of 10.00 pm and 6.00 am unless otherwise agreed between the employer and the employee concerned.
- 71.5 Employees may elect, with the consent of the employer, to work make up times where the employees take time off ordinary hours and work those hours at a later time.
- 71.6 Except as otherwise provided, time worked on a Sunday other than in completion of a shift commenced on a Saturday or in commencement of a shift terminating on a Monday, shall not be reckoned as part of the ordinary hours of duty.
- 71.7 Minimum allowances
- (a) Any employee who is directed to and does actually undertake duty on any day or shift (except on a Sunday) shall be paid for a minimum of half of one day.
 - (b) Any employee who is directed to attend for duty at a particular time and is subsequently informed that they are not required until a later time, shall be paid:
 - (i) for the actual time their duty is postponed with a maximum of one-eighth of a day, provided that notice that they will not be required has been given at their residence at least two hours before the time they were due to report for duty and that they be given other work within 12 hours; or
 - (ii) if they attend for duty, for continuous time from the time they report, with a maximum of a quarter of a day, provided they be given other work within 12 hours; or
 - (iii) for three-eighths of a day if they are not given other work within 12 hours from the time they reported or were due to report (as the case may be) for duty.

Provided that this sub clause shall not apply in any case where notice that they will not be required until a later time has been given to an employee at their residence at least 8 hours before they were due to report for duty.

72. OVERTIME

- 72.1 Employees shall work reasonable overtime as required by the employer subject to the payment of relevant overtime rates.
- 72.2 Overtime shall be all time worked.
- (a) By employees in rail operations, (except as otherwise provided) and by shunters whose ordinary hours of duty are 80 per fortnight:
 - (i) in excess of 8 hours on any day or shift; or
 - (ii) in excess of 80 hours per fortnight.
 - (b) By signalling staff employed in first and special class boxes;
 - (i) in excess of 8 hours on an day or shift;
 - (ii) in excess of 76 hours per fortnight.
 - (c) By all other employees:
 - (i) before the ordinary time of starting or after the ordinary time of ceasing work but in any case in excess of 80 hours per fortnight.
 - (d) On a broken shift after a spread of eleven hours.
- 72.3 The rate of payment for overtime shall be time and a half. Provided that, unless otherwise prescribed, all time worked in excess of 11 hours on any day shall be paid at double rates.
- (a) Such calculations shall be made upon whichever of these alternatives gives the greatest amount.
- 72.4 Except as otherwise provided, all time worked on an eleventh or twelfth shift in any fortnightly pay period, shall be paid for a the rate of time and a half, provided that any portion of an eleventh or twelfth shift worked on a Saturday, will be paid at the rate of double time.
- (a) Any time worked on a thirteenth or subsequent shift in any fortnightly pay period will be paid at the rate of double time.
 - (b) Shift means a turn of duty during which some period of actual work has been performed and includes a broken shift. In the case of employees not on the running staff it also includes a shift on which no work has been performed because the employee was on paid leave attending a medical, or other examination or an enquiry that may be required by the employer or attendance at Courts of Law in an official capacity.
 - (c) The provisions of this sub-clause shall not apply to casual employees.

72.5 Any employee subject to the provisions of sub-clauses 72.4 and 72.4.(a), who, in any one fortnightly pay period, is required to perform the duties of a grade covered by this award and also of a salaried grade, shall be paid for the time worked in the salaried capacity as if such time had been worked in their own grade, plus relieving in higher position allowance for the time worked in the higher capacity, including daily penalty time accruing within the first ten shifts in the period.

72.6 Except as otherwise provided in this Agreement, fortnight, for the purpose of calculating overtime on a fortnightly basis means:

- (a) In the case of employees whose ordinary hours of duty are 80 or less per fortnight - the time worked during the first ten days or shifts in the current fortnightly pay period;
- (b) In the case of other employees - the total time worked in the current fortnightly pay period;

72.7 Saturdays

Time on duty between midnight on Friday and midnight on Saturday shall be overtime and shall be paid for at the rate of time and one-half.

- (a) Time worked on Saturday shall be taken into account in the computation of overtime on a fortnightly basis, and save for exceptions provided in respect of public holidays, shall be subject to a maximum payment of double the ordinary rate.

72.8 Broken shifts

- (a) Employees working a broken shift shall be paid a minimum of one day's pay for such shift, provided that this minimum payment shall not be affected by reason of the rostered continuous rostered-off period without pay being reduced during the currency of such shift to two hours or less.
- (b) Employees who work a broken shift in connection with traffic shall be paid one-eighth of a day in addition to the time actually worked; provided that where during the currency of the shift the continuous rostered off period, without pay, is reduced to two hours or less, the credit for the time so worked between the two rostered periods of duty shall be as for the actual time so worked, or for one-eighth of a day, whichever is the greater. If the time so credited does not exceed one-eighth of a day, such shift shall be regarded for all other purposes of this award as a broken shift but not otherwise.
- (c) No broken shift worked in connection with suburban traffic shall consist of more than two parts.
- (d) In the case of broken shifts worked in connection with traffic, other than suburban, no meal interval shall exceed one hour. No portion of the continuous rostered-off period shall be treated as a meal interval in computing the length of such period.

72.9 Time off in lieu

- (a) Employees may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate that is an hour for each hour worked.
- (c) The employer shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the award, for any overtime worked where time in lieu has not been taken within four weeks of accrual.

73. SUNDAY TIME

- 73.1 Time worked between midnight Saturday and midnight Sunday shall be paid for at the rate of double time. Such double time to be both the minimum and the maximum and shall not be included in the computation of overtime on a fortnightly basis.
- 73.2 Employees who work on a Sunday shall be paid for at least one-third of a day.
- 73.3 Employees at stations outside the suburban area shall be paid on Sundays for:
 - (a) Not less than one-third of a day for attending to one train.
 - (b) Not less than two-thirds of a day for one or more trains in the morning and one or more trains in the afternoon or evening provided that where the break of duty is less than four hours continuous time shall be paid save that one hour for lunch or one hour for tea, or both, may be rostered off without pay at an appropriate time for lunch or tea (as the case may be).
- 73.4 Employees at stations within the suburban area shall be paid for all time rostered off on Sundays during the shift in excess of one hour for lunch and one hour for tea.
- 73.5 All payments referred to in 73.1 to 73.4 (inclusive) shall be at Sunday rates except that employees on the running staff within the suburban area, shall be paid all time rostered off at a single rate.
- 73.6 Employees who have performed Sunday duty shall not be required to work on the following Sunday, except in a case of emergency or where practicably unavoidable. For the purpose of this provision, work performed up to 0300 hours on a Sunday in completion of a shift commenced on a Saturday shall not be deemed to be Sunday duty.
- 73.7 As far as practicable, provision shall be made to roster off, for a day during the same week, employees who have worked a shift on Sunday.
- 73.8 In the case of broken shifts extending beyond a spread of eight hours, a minimum of one day shall be paid for.

74. SHIFTWORK ALLOWANCES AND PENALTIES

74.1 Adults and junior employees who are in receipt of an adult wage rate:

- (a) Afternoon shift \$1.76 per hour;
- (b) Night shift \$ \$2.05 per hour;
- (c) Early morning shift \$1.76 per hour.

74.2 In calculating the allowances herein prescribed, broken parts of an hour of less than 30 minutes shall be disregarded and from 30 to 59 minutes shall be paid as for one hour.

74.3 In addition to the allowances prescribed herein, employees in receipt of an adult wage rate whose ordinary time worked on any shift commences or finishes at or between 0101 and 0359 hours on Monday to Friday, excluding public holidays or overtime shifts, shall be paid for that shift a loading of:

- \$2.05 per shift

and all other employees shall be paid half that loading.

74.4 Employees engaged on permanent night shift

In addition to the ordinary rate for all time worked during ordinary hours employees who:

- (a) during a period of engagement on shift, work night shift only;
- (b) remain on night shift for a longer period than four consecutive weeks;
- (c) work on a night shift which does not rotate or alternate with another shift or with day work so as to give them at least one-third of their working time off night shift in each work cycle.

shall during such period of engagement, period or cycle be paid:

- \$4.19 per shift

This sub clause shall not apply to employees who elect to work a pattern of night shifts by way of mutual exchange as a matter of personal preference.

75. INTERVALS BETWEEN SHIFTS

Except in cases of unavoidable necessity every employee, shall after completing a full shift be allowed off duty for at least 12 hours at their headquarters and subject to sub-clause 70.12, 10 hours if away from headquarters.

76. LENGTHS OF SHIFTS

Except in cases of unavoidable necessity shifts shall be completed within 10 hours and where practicable within 9 hours. Broken shifts shall be completed within 11 hours and where practicable within 10 hours, from the time of first signing on to the final time of signing off duty.

77. NUMBER OF SHIFTS

The ordinary hours of duty shall be divided, as far as practicable, into not more than 10 working days or shifts per fortnight.

78. WORK ORGANISATION

Employees must undertake duties as directed on either a higher or lower grade employees where circumstances require, providing the employees are capable, trained or sufficiently experienced to perform the work allocated.

PART 15 AWARD CLAUSES INCORPORATED FROM THE LOCOMOTIVE DRIVERS (VICTORIA) AWARD 2001

INTRODUCTION

The following provisions apply to Locomotive Drivers and are derived from the Locomotive Drivers (Victoria) Award, 2001 unless otherwise provided for in this Agreement.

79. DEFINITIONS

For the purposes of this Agreement:

“**Day**” in respect of payment, unless otherwise specified, means the amount due for a period equal to one-tenth of the ordinary hours of duty per fortnight.

“**Locomotive operating grades**” means and includes locomotive drivers and trainee locomotive drivers.

“**Headquarters**” means an employee’s permanent work location and is synonymous with **home station**.

“**Shift workers**” mean employees performing continuous or non-continuous shift work.

“**Temporary headquarters**” means the location to which an employee has been temporarily transferred and is synonymous with **temporary home station**.

For the purpose of clause 87, “Shiftwork”, the day upon which a shift has been worked shall be the day upon which the shift was commenced.

80. AWARD FLEXIBILITY – FACILITATIVE PROVISIONS

80.1 A facilitative provision is one which provides that the standard approach in an award provision may be departed from by agreement between an individual Employer and an Employee or their representative, or the majority of Employees, in the enterprise or workplace concerned.

80.2 Facilitative provisions in this Part are contained in the following clauses:

Subject Matter	Clause Number
Rosters – period allowed off	88
Time off in lieu of overtime	86.5

81. SECONDMENT

- 81.1 The employer may second employees from time to time to instructor positions pursuant to the locomotive driver training scheme.
- 81.2 Whilst on secondment employees shall be returned to such full driving duties each twelve months for such period as is required to maintain driving proficiency.
- 81.3 Employees shall be returned to full-time driving duties at the appropriate wage rate at the conclusion of their secondment.

82. CLASSIFICATION DESIGNATIONS

- 82.1 The L5 Locomotive Driver (V/Line) is the key classification. The relativity to the *Railways Metal Trades Grades Award* [AW817167] C10 classification is 125.2%.
- 82.2 **Locomotive driver 1 (Trainee new start)** is a New Start Trainee Locomotive Driver.
- 82.3 **Locomotive driver 2 (Trainee qualified stage 2)** means a Trainee Driver who has successfully completed all necessary training and evaluation and is authorised as proficient to perform the required locomotive duties.
- 82.4 **Locomotive driver 3 (Trainee 12 months)** means a Trainee Driver who has completed 12 months successful training with the Driver Training Scheme.
- 82.5 **Locomotive Driver 5 (V/Line)** means a Driver who has successfully completed the Driver Training Course and is appointed to perform driving or second person duties on the Corporation's V/Line train network.
- 82.6 **Locomotive driver - Driver only shunt - Driver Only Shunting** is the operation of a locomotive engaged in shunting in shunt or marshalling yards and the Driver is the sole responsible person in the cab of the locomotive.
- 82.7 **Locomotive Driver - Driver Only Operations (V/Line)** - under this method of operation, Driver Only is the operation of locomotive hauled trains where the Driver is the sole responsible person in the cab of the locomotive or has the principal safeworking qualification on the train, including diesel rail cars, Light Diesel Rail Passenger Vehicles (Sprinters) and XPT passenger trains. This shall not include trains rostered with a second person.
- 82.8 **Locomotive driver - Special class**
- (a) **Locomotive Driver Special Class** means an appointed Locomotive Driver 5 who conforms to the Corporation's designation by roster or seniority as required from time to time.
- (b) This classification will be gradually phased out and will not be available to Drivers appointed after 21 July 1992
- 82.9 **Locomotive driver - On the job trainer** means a Driver who conducts directed or structured on the job training for Trainee Drivers and Locomotive Drivers.

82.10 **Classroom/simulator Instructor** means a Locomotive Driver who is seconded to conduct classroom and simulator instructional duties for Trainee Drivers and Locomotive Driver courses. (Suggest delete – See Note below)

82.11 **Instructor driver - Special class** means a Locomotive Driver who is seconded to be responsible for determining the train operating strategies for all types of trains on specified corridors, for evaluating and qualifying Trainee Drivers to Locomotive Driver, and for the general co-ordination and monitoring of on the job training for Trainee Drivers and Locomotive Drivers. Additionally, the Instructor Driver - Special Class shall assist in development of simulation/training exercises utilising locomotive data monitoring equipment. (Suggest delete – See note below)

NOTE: *The above paragraphs 82.10 and 82.11 have been replaced in the “Wage for Locomotive Employees Memorandum of Agreement”) which “Amalgamates the positions of Special Class Instructor Driver and Instructor Driver Classroom. The position of Special Class Driver (Instructor) will include those duties of the existing Special Class Instructor, Classroom Instructor and On the Job Trainer positions. A new position of Special Class Driver (Inspector) will incorporate a number of the responsibilities of the former Regional Movements Inspector, together with a number of functions of the Special Class Driver (Instructor).*

Resulting from this Agreement the appropriately trained Locomotive Drivers may be utilised to provide On the Job training, as nominated by the Operations Manager.”

83. RATES OF PAY - JUNIOR LOCOMOTIVE DRIVER TRAINEES

83.1 A Junior Locomotive Driver Trainee shall be paid at the rate of the following percentages of the appropriate rate prescribed for Locomotive Driver Trainee New Start.

Under 18 years of age	60%
18 years and under 19 years of age	70%
19 years and under 20 years of age	80%
20 years and under 21 years of age	90%

83.2 The above percentages shall be calculated in multiples of 5 cents, amounts of 2 cents or less being taken to the lower multiple and amounts in excess of 2 cents being taken to the higher multiple.

84. ALLOWANCES AND EXPENSES

84.1 Detention away from headquarters

(a) Employees who work and/or travel away from their headquarters to another location, other than on temporary transfer, and are there released from duty, shall be paid a Detention Away From Headquarters allowance at their ordinary time rate, unless they are required to recommence duty within a 12 hour period.

(b) The Detention Away From Headquarters Allowance is paid for any period off duty that exceeds 12 hours.

(c) The Detention Away From Headquarters Allowance:

(i) Shall not be included for the purpose of calculating overtime.

- (ii) Shall not be payable in respect of any time during which employees are otherwise allowed payment, except for expenses, provided that employees shall be paid whichever amount is to their greatest advantage.
- (iii) Shall not be payable in any case where the detention is the result of an act or omission of an employee or other circumstances for which the Employer cannot reasonably be held responsible.
- (d) The allowance referred to in sub-clause 84.1(a) shall be paid for at the rate appropriate to the work performed on the forward journey, provided that an employee returning as a passenger to his/her headquarters shall be paid the said allowance at his/her classified rate.

84.2 Instructors' allowances

Employees engaged in instructing other employees shall be paid the following allowances:

	Allowance	\$ per week
(a)	On the job trainer (freight and passenger)	\$56.65
(b)	Special Class instructor (freight and passenger)	\$168.35
(c)	Instructor Driver Classroom	\$146.10
(d)	Locomotive Driver L5 Special Class	\$ 6.65

84.3 Minimum time allowance

- (a) An employee who is booked for duty at a specific time and whose services cannot be utilised shall be notified that they are not required by message left at their place of residence or accommodation as soon as possible before the time they are due to sign on. Where practicable at least two hours notice shall be given at their residence or at least one hours notice at their place of accommodation.
- (b) Employees rostered for duty, who are first informed when they report for duty that they are not required at the time rostered, shall be entitled to a minimum time allowance of one quarter of a day, but shall be available for work, if required, during the period for which they are paid, and may be called upon for further duty without a period of rest. If on any occasion such employees are rostered on within one quarter of a day from the time of being previously rostered on, they shall, in respect of such previous rostering, be allowed payment until the time at which they are again rostered on.
- (c) Employees rostered on duty, who actually undertake work on an excess shift shall be entitled to a minimum time allowance of one eighth of a day, but shall be available for work if required during the period for which they are paid and may be called upon for further duty without a period of rest.
- (d) Employees who have been directed to attend for duty and are then informed, before reporting, they are required to attend for duty at a later time shall, unless notice of such postponement has been given at their residence at least two hours, or at their place of accommodation at least one hour, before the time for signing on, shall be entitled to a minimum time allowance of one eighth of a day; provided that where:
 - (i) The postponement is less than two hours, payment for the actual period of postponement only shall be made; and,

- (ii) Employees at a non-headquarters location have been advised that the time fixed for commencement of duty has been postponed, payment shall be made as for the period involved in the second postponement, or for one quarter of a day, which ever is the lesser.

84.4 Relieving expenses

- (a) Employees on the regular relieving staff, when engaged on relieving duty outside the suburban area, shall be paid country relieving expenses at the rate of \$463.20 per week, provided that employees who reasonably incur expenses in excess of that amount shall be reimbursed such additional amount as the employer determines.
- (b) Employees on the regular relieving staff, when engaged on relieving duty in the suburban area, shall be paid suburban relieving expenses at the rate of \$14.10 per day provided that:
 - (i) Employees in receipt of suburban relieving expenses who are required to remain away from home overnight shall be paid travelling and incidental expenses up to a maximum amount of \$63.70.
 - (ii) Employees on the regular relieving staff, whose headquarters are outside the suburban area, when engaged on relieving duty in the suburban area, shall be granted country relieving expenses.
 - (iii) Employees performing relieving duty inside and outside the suburban area on the one day (calculated from midnight to midnight), shall be paid the suburban relieving allowance if they are in the suburban area for the greater portion of the day, and country relieving expenses if they are outside the suburban area for at least half the day.
- (c) Employees engaged for a period in excess of three months on relieving duty at any one place or at different places between North Melbourne and Richmond, inclusive, shall not be allowed any expenses in respect of any period exceeding three months.
- (d) Relieving expenses shall be computed on the basis of seven days per week but shall not be payable during any period of absence from duty:
 - (i) Without pay;
 - (ii) On leave of absence with pay apart from public holidays or in lieu of overtime.
- (e) Employees in receipt of country relieving expenses who are actually living away from their headquarters for the time being, and who are required temporarily to undertake duty away from such location for a period of not more than seven days, shall be paid travelling and incidental expenses.
- (f) Employees, ordinarily entitled to country relieving expenses, who are utilized to relieve at any one place for a period of not more than seven days, other than in circumstances set out in sub-clause 84.4(e), shall be paid travelling and incidental expenses instead of relieving expenses; but such employees who, during a period

in which they are receiving such expenses, are utilized for duty at some other station shall not be entitled to any additional expenses under sub-clause 91.4(e).

- (g) Employees, not attached to the regular relieving staff, who are temporarily required to undertake duty at another place shall be entitled to receive travelling and incidental expenses.

84.5 **Special rates allowance**

Employees, at a sub-depot, shall be paid the following special rates allowances:

- (a) Whilst in charge of a minimum of two crews and a maximum of four crews (including their own crew) - \$0.15 per hour.
- (b) Whilst in charge of a minimum of five crews (including their own) - \$0.256 per hour.

84.6 **Transfer allowances**

- (a) Employees required by the Employer to permanently transfer from one location to another shall be paid actual reasonable out of pocket expenses; but in each case details of the expenses shall be submitted and all items must be supported by receipted vouchers.
- (b) Employees who are permanently transferred shall be reimbursed all reasonable relocation expenses for themselves, their spouses, their dependents and their furniture and effects.
- (c) Employees required by the employer to permanently transfer shall be given, except in special cases of emergency or unforeseen occurrence, seven days notice and allowed such time as is deemed necessary, with a maximum of one day, in which to pack and such time as is necessary, with a maximum of one day, to unpack their effects.
- (d) Employees shall not be permanently transferred for a period of less than three months. Employees who have been permanently transferred and who are again permanently transferred before the expiration of three months, shall be paid travelling and incidental expenses as though they were only temporarily absent from their headquarters in the first instance except for employees who are transferred at their own request, for disciplinary reasons and/or for in-competency before the expiration of the relevant three month period.

84.7 **Travelling and incidental expenses**

- (a) Except as provided in sub-clause 84.7(b), employees who are on duty for a period in excess of ten hours shall be paid an incidentals allowance of \$7.10 and an additional allowance of \$7.10 for each further period of five hours they remain on duty.
- (b) Employees working trains and rostered off for rest away from their headquarters and not temporarily transferred shall be paid the following travelling and incidental allowances:

- (i) When the period of absence from headquarters:
 - exceeds ten hours but does not exceed sixteen hours \$14.10 and;
 - after an additional eight hours in excess of sixteen hours a further amount of \$14.10;
 - followed by an amount of \$22.10 after an additional eight hours in excess of twenty-four hours;
 - thereafter, an amount of \$14.10 for each additional eight hours in excess of thirty-two hours except that each third allowance be at a rate of \$22.10.
- (ii) When sleeping accommodation is not provided by the employer, an amount of \$63.70 shall be paid in addition to the allowances prescribed in 84.7(b)(i) for each occasion when a bed is necessarily occupied.
- (iii) For the purpose of this sub-clause the period of absence from headquarters shall be calculated from the time of signing on duty to the time of signing off duty.
- (c) Employees who travel on duty away from their headquarters and required to reside away from home, or not temporarily transferred but utilized away from their headquarters in the circumstances referred to in clause 84.4 shall be paid travelling and incidental expenses at the rate of \$115.80 per day (i.e. \$15.00 for breakfast and lunch, \$22.10 for tea and \$63.70 for bed) for the first four weeks and, in the case of shift workers, five weeks at the same place and \$101.70 per day thereafter (i.e. \$14.30 for breakfast and lunch, \$17.80 for tea and \$55.30 for bed). The first four or five weeks period (as the case may be) at the same place shall not be deemed to include the day of departure from headquarters unless a full day's expenses are payable for such day.
- (d) This sub-clause shall not apply to employees on the general relieving staff.
- (e) The allowance for breakfast, dinner, tea or bed, as the case may be, provided in 84.7(c) shall not be paid to employees unless they commence travelling from their headquarters earlier than the time specified in the second column hereunder and/or do not return until after the time specified in the third column hereunder but no allowance shall be paid where the absence from headquarters is under three hours nor for a bed when a bed is not reasonably required

	If departure before	If return after
Breakfast	0700 hours	0900 hours
Dinner	1230 hours	1400 hours
Tea	1800 hours	1900 hours
Bed	2400 hours	2400 hours

- (f) Employees shall not be paid any expenses under 84.7(e) at any one locality or place for a period exceeding three months.
- (g) A special allowance of \$7.10 shall be payable to a Locomotive Driver when driving a suburban train:

- (i) whose spread of shift has been rostered for under five hours and which subsequent to his/her signing on duty, is extended to exceed five hours; or
- (ii) whose spread of shift has been rostered for more than five hours but less than six hours and which subsequent to his/her signing on duty is extended to exceed six hours.

84.8 Travelling and waiting time allowances

- (a) Employees travelling as passengers and in waiting on duty (other than in connection with relay working) on any portion of the railways shall be deemed to be on duty and shall be paid a travelling and waiting time allowance at their ordinary rate of pay up to a maximum of twelve hours in each consecutive 24 hours.
- (b) Employees required to sign on or off elsewhere than at their headquarters shall be paid for the time reasonably occupied in travelling to and from such place of signing on or off, in excess of the time reasonably occupied in travelling between their residence and their headquarters except where they are eligible for travelling and incidental expenses.
- (c) Employees required to wait to take up the working of a train, in the event of such train running late, shall be paid for such waiting time at the rate prescribed for the class of work they are called upon to perform.

84.9 Uniforms

Where the employer requires employees to wear uniforms the employer shall reimburse employees the costs of such uniforms. This provision shall not apply where the uniform is provided by the employer.

85. HOURS OF WORK AND RELATED MATTERS

ORDINARY HOURS

- 85.1 The ordinary hours of work shall be 76 per fortnight divided into not more than 10 shifts.
- 85.2 The ordinary hours of work shall be arranged so as to permit the taking of a rostered day off which shall operate on one of the following basis:
 - (a) Fixing one week day on which employees at a location will be rostered off during a 4 week cycle over 28 consecutive days;
 - (b) Rostering each employee off on one week day of a 4 week cycle over 28 consecutive days.
- 85.3 Except in cases of unavoidable necessity, shifts shall be completed within 10 hours and, where practicable, within 9 hours.
- 85.4 Employees shall be allowed a minimum period off duty of 11 hours at their headquarters and eight hours at other locations, except where the previous shift was for a period of four hours or less or in special cases of emergency requiring earlier attendance. The Employer shall determine whether the emergency requires earlier attendance.

- 85.5 Notwithstanding the provisions of sub-clause 85.4 the period allowed off duty at Swan Hill or at any other location agreed upon shall be 7 hours, subject to agreement being reached on suitable rest quarters and other conditions.
- 85.6 Employees who are rostered off duty for a rest at a location other than their headquarters or one where the interval period of rest has been reduced in accordance with sub clause 85.5, shall not receive payment for the time so rostered off unless the interval is under 8 hours in which case payment shall be made for that interval at the appropriate full rate up to a maximum of one day. Any interval of 8 hours or over shall be regarded as time booked off.
- 85.7 Where employees take time off during ordinary hours they may make up such time at a later date with the consent of the employer.
- 85.8 Employees engaged on the Employer's business, other than undertaking their ordinary duties, shall receive full pay for any time necessarily absent from ordinary duties subject to a maximum of 12 hours at their ordinary rate for each day and where obliged to travel from their headquarters shall receive travelling and incidental allowance in accordance with sub-clause 84.7.
- 85.9 Employees required to attend as a witness on behalf of the employer or at a Coronial Inquest, in their official capacity shall be reimbursed the differential between witness fees and ordinary leave with pay and in cases where they are required to travel, the differential travelling expenses allowed by the court and travelling and incidental expenses in accordance with sub-clause 84.7.

85.10 **Saturday and Sunday work**

More than one penalty rate may apply to Saturday and Sunday time, subject to the proviso in clause 86 – "Overtime". In other instances, where more than one penalty payment may be attracted, that which is of the greatest advantage to the employee shall apply.

- (a) **Sunday time** shall be time on duty between midnight on Saturday and midnight on Sunday.
- (b) **Saturday time** shall be time on duty between midnight on Friday and midnight on Saturday.
- (c) Time worked on Sunday shall be calculated at the rate of double time and shall not be taken into account in the computation of overtime pursuant to sub-clause 86.2(b).
- (d) Sunday time which is not subject to the provisions of sub-clause 85.10(c), and which is required to be paid for, shall be calculated at the rate of double time.
- (e) Saturday time shall be calculated at the rate of time and one half, except that any time which is otherwise overtime under the provisions of clause 86 - Overtime shall be subject to the appropriate overtime rate.

86. OVERTIME

86.1 For the purpose of this clause:

- (a) **Ordinary shift** means a shift worked from the first to the tenth shift inclusive in a fortnightly pay period.
- (b) **Excess shift** means a shift worked in excess of the tenth in the same fortnightly pay period.

86.2 Overtime shall be:

- (a) Time worked on an ordinary shift after eight hours from time signed on and shall be paid at the rate of time and a half for the first three hours and double time thereafter;
- (b) Time worked, excluding Sunday time, in excess of 80 hours on ordinary shifts within one fortnightly pay period and shall be paid at the rate of time and one half; provided that payment shall be made upon the more favourable of these alternatives and only one of these alternatives shall apply in respect of all overtime in any one fortnightly period.

86.3 Time worked on a first or second excess shift in a fortnightly pay period shall be calculated at the rate of time and one half except that any such excess shift which is a Saturday shift, or any portion of an excess shift falling within Saturday time, shall be calculated at the rate of double time. Time worked on a further excess shift in the same fortnightly pay period shall be calculated at the rate of double time.

86.4 Employees shall work reasonable over time as required by the employer subject to the payment of relevant overtime rates.

86.5 Employees may take time off in lieu of payment for overtime worked with the consent of the employer and at a time or times mutually agreed upon by the employee and the employer provided that:

86.6 Such time off in lieu shall be taken during ordinary hours on the basis of one hour off for each hour of overtime worked.

86.7 An employee may elect to be paid the appropriate rate for overtime worked in situations where such time off in lieu has not been taken within four weeks of it being available to be taken.

86.9 Payments for any time worked shall not exceed the rate of double time except for specific public holidays provisions to the contrary.

87. SHIFT WORK

87.1 For the purpose of this clause:

- (a) **Afternoon shift** means a shift which commences before 1800 hours and concludes at or after 1830 hours.
- (b) **Night shift** means a shift which commences at or after 1800 hours and before 0359 hours.
- (c) **Early morning shift** means a shift which commences at or after 0400 hours and before 0530 hours.

87.2 For all paid time on duty, excluding overtime or any weekday time which is payable in the terms of this award in excess of single rate, Monday to Friday inclusive, employees in receipt of an adult wage rate shall be paid the following shift allowances:

- (a) \$1.71 per hour for an afternoon shift;
- (b) \$2.01 per hour for a night shift;
- (c) \$1.71 per hour for an early morning shift.

87.3 Other employees shall be paid half the allowance herein prescribed for the same time on duty.

87.4 In calculating shift allowances broken parts of an hour of less than 30 minutes shall be disregarded and parts from 30 to 59 minutes shall be paid for as one hour.

87.5 In addition to the allowances prescribed herein, an employee in receipt of an adult wage rate whose ordinary time worked on any shift commences or finishes at or between 1.01 a.m. and 3.59 a.m. on Monday to Friday (excluding public holidays or overtime shifts) shall be paid for that shift a loading of \$2.01.

87.6 Other employees shall be paid half the loading herein prescribed for the same turn of duty.

88. ROSTERS

88.1 Except in cases of unavoidable necessity, shifts shall be completed within ten hours and, where practicable, within nine hours.

88.2 Locomotive drivers, working on a yard pilot, shall be allowed a meal break of not less than thirty minutes, without deduction of pay, such break to commence between the completion of three and five hours on duty except in cases of unavoidable necessity.

88.3 Employees shall be allowed a minimum period off duty of eleven hours at their headquarters and eight hours at a foreign station, except where the previous shift was for a period of four hours or less or in special cases of emergency requiring earlier attendance. The employer shall determine whether the emergency requires earlier attendance.

- 88.4 Notwithstanding the provisions of 88.3 the period allowed off duty at Swan Hill or at any other location agreed upon shall be seven hours, subject to agreement being reached on suitable rest quarters and other conditions.
- 88.5 Employees shall not be rostered for duty at their headquarters without having had the period of rest provided by this clause whilst there is another qualified employee available who has had such period of rest.
- 88.6 Employees who are rostered off duty for rest at a station, other than their headquarters or one where the interval period of rest has been reduced in accordance with 88.4, shall not receive payment for the time so rostered off unless the interval is under eight hours in which case payment shall be made for that interval at the appropriate full rate up to a maximum of one day. Any interval of eight hours or over shall be regarded as time booked off.

89. ASCERTAINING THE NEXT DAY'S DUTY

- 89.1 Daily rosters shall, as far as practicable, be prepared for the information of employees not later than 1400 hours on weekdays and 1200 hours on Saturdays. Saturday rosters shall include Sunday and Monday working.
- 89.2 Employees completing a shift prior to 1400 hours on weekdays or 1200 hours Saturday shall be advised by the employer, or by roster, of their next turn of duty, as far as is practicable, prior to ceasing duty.
- 89.3 Employees working to a regular roster shall be informed of any change in their regular duty prior to signing off duty, or as soon as practicable after signing off duty.
- 89.4 Employees unable to ascertain on ceasing duty when they will be next required for duty, or if an alteration is made after they have rostered off, shall be advised at their place of residence or accommodation of their next turn of duty.
- 89.5 Employees rostered off for one day or more without definite instructions as to when next required for duty shall be advised by a message being sent to their home informing them as to when they are to sign on for duty.
- 89.6 Employees who have been rostered for duty, and who are called upon to sign on two hours or more before the time they were originally rostered for duty, and are not and cannot reasonably be ready at the altered time, shall not suffer any disability other than waiting for the next available turn of duty.
- 89.7 Employees who are rostered for duty at a specific time and whose services cannot be utilized, shall be notified that they are not required by message left at their place of residence or accommodation as early as possible before the time they are due to sign on. Where practicable, at least two hours notice shall be given at their residence or at least one hour's notice at their place of accommodation, as the case may be.
- 89.8 Notifications may be made by a telephone call to the employees concerned at their place of residence or accommodation.

PART 16 PROVISIONS FOR RAILWAYS SALARIED EMPLOYEES

INTRODUCTION

The following provisions apply to Railway Salaried Employees and are derived from the Railways Salaried Employees (Victoria) Award 2002, unless otherwise provided for in this Agreement.

90. DEFINITIONS

90.1 Day

In respect of payment of this Agreement is concerned, means the amount due as for a period equal to one tenth of the ordinary hours of duty per fortnight as prescribed herein.

90.2 The Expression

The expressions **wherever practicable, as far as practicable, as long as practicable** and any suchlike expressions mean that arrangements must be so made if they can be without:

- (a) detriment to the public interest;
- (b) loss in the value of goods handled or to be handled
- (c) reducing the efficiency of production; or
- (d) reducing the efficiency of the necessary service

90.3. Broken Shifts

Broken Shifts shall not include a shift where an employee is booked off away from home between the trips constituting a shift.

90.4. Headquarters

Headquarters or **home station** means the station, local work area or depot to which an officer is attached. In the case of an officer on the regular relieving staff, **headquarters** shall mean the station, place or depot from which his movements are controlled.

90.5. General – Senior Employees

- (a) Clauses 13 – Stand Down; 22 – Annual Leave; 24 – Personal Leave; and 27 – Parental Leave and Parts 3 and 4 of this Agreement, together with the following clauses from this Part, shall apply to employees occupying positions classified at Senior Officer level, the salaries for which are set out in Part 6, “Schedule of Pay Rates, Classifications and Allowances”:-

- (i) Clause 91.4 - Travelling and Incidental Expenses;
- (ii) Clause 91.5 - Travelling Time; and
- (iii) Clause 92.0 - Ordinary Hours

- (b) For Employees other than Senior Officers; whose salary is equal to or exceeds that of a Senior Officer 1 the calculation of the total payment for overtime (including any time which stands alone) and the allowances for ordinary time worked on Sundays, Saturdays and Public Holidays shall be made on the assumption that the employee’s salary is \$1 less than that of a Senior Officer 1.

90.6. **Salaries**

(a) Adult Officers

The Clerk Class 1 is the key classification for salaried employees covered by this Appendix . The relativity to the *Metals, Engineering and Associated Industries Award, 1998* [AW789529] C10 classification is 97.1%.

(b) Junior Officers

(i) Junior clerical assistants, junior clerks and junior telegraphists under twenty-one years of age shall be paid rates of salaries at the following percentages of the minimum rate for clerical assistant, class 1, as amended from time to time

Age	Percentage
Under 17 years	52
At 17 years	59.5
At 18 years	68
At 19 years	81.5
At 20 years	91.5

(ii) Provided that the salary of junior officers is to be calculated to the nearest dollar, any fraction of one dollar in the result not exceeding 50 cents to be disregarded.

(iii) Juniors who are unable to live with their parents or guardians on account of the location of their work shall be paid at a rate not less than that herein prescribed for a junior eighteen years of age. Provided that when away from a home station and in receipt of expenses this sub-clause shall not apply.

91. ALLOWANCES AND EXPENSES

91.1 ***Suburban group working***

Employees in the grades of clerk, stationmaster and station officer engaged on suburban group working shall be paid \$4.00 per day except during:

- (i) Absence from duty without pay.
- (ii) Annual leave.
- (iii) Any other leave with pay other than for a public holiday or a day in lieu of overtime.
- (iv) Any employee not engaged on suburban group working within the meaning of this clause who is temporarily required to undertake duty at another place shall be treated as regards expenses on the basis prescribed for travelling and incidental expenses.

91.2 **Relieving expenses**

- (a) Employees on the regular relieving staff, when engaged on relieving duty outside the suburban area, shall be paid country relieving expenses at the rate of \$463.20 per week.
- (b) Employees on the regular relieving staff, when engaged on relieving duty in the suburban area, shall be paid suburban relieving expenses at the rate of \$14.20 per day provided that:
 - (i) Employees in receipt of suburban relieving expenses who are required to remain away from home overnight shall be paid travelling and incidental expenses up to a maximum amount of \$63.70.
 - (ii) Employees on the regular relieving staff, whose headquarters are outside the suburban area, when engaged on relieving duty in the suburban area, shall be granted country-relieving expenses.
 - (iv) Employees performing relieving duty inside and outside the suburban area on the one day (calculated from midnight to midnight), shall be paid the suburban relieving allowance if they are in the suburban area for the greater portion of the day, and country relieving expenses if they are outside the suburban area for at least half a day.
- (c) Employees engaged for a period in excess of three months on relieving duty at any one place or at different places between North Melbourne and Richmond, inclusive, shall not be allowed any expenses in respect of any period exceeding three months.
- (d) Relieving expenses shall be computed on the basis of seven days per week but shall not be payable during any period of absence from duty:
 - (i) Without pay.
 - (ii) On leave of absence with pay apart from public holidays or in lieu of overtime.
- (e) Employees in receipt of country relieving expenses who are actually living away from their home for the time being, and who are required temporarily to undertake duty away from such relieving location for a period of not more than seven days, shall be paid travelling and incidental expenses.
- (f) Employees, ordinarily entitled to country relieving expenses, who are utilised to relieve at any one place for a period of not more than seven days, other than in circumstances set out in 91.2(e) shall be paid travelling and incidental expenses instead of relieving expenses; but such employees who, during a period in which they are receiving such expenses, are utilised for duty at some other station shall not be entitled to any additional expenses under 91.2(e).
- (g) Employees, not attached to the regular relieving staff, who are temporarily required to undertake duty at another place shall be entitled to receive travelling and incidental expenses.

- (h) Employees acting in a higher position shall be paid relieving expenses applicable to the minimum rate of the grade or class, as the case may be, in which the employees are acting.
- (i) Any employee who is utilised to relieve or act as or to assist a district superintendent and whose temporary headquarters are more than four kilometres from their ordinary headquarters shall, while so engaged, be paid expenses on the basis of the travelling scale.
- (j) Relieving expenses payable to an employee acting in a higher position shall be computed at the rate applicable to the minimum salary of the grade (or class if the grade be subdivided into classes) in which such employee is acting.

91.3 ***Transfer allowances***

- (a) Employees required by the Employer to permanently transfer from one location to another shall be paid actual reasonable out of pocket expenses; but in each case details of the expenses shall be submitted and all items must be supported by receipted vouchers.
- (b) Employees who are permanently transferred shall be reimbursed all reasonable relocation expenses for themselves, their spouses, their dependents and their furniture and effects.
- (c) Employees required by the employer to permanently transfer shall be given, except in special cases of emergency or unforeseen occurrence, seven days notice and allowed such time as is deemed necessary, with a maximum of one day, in which to pack and such time as is necessary, with a maximum of one day, to unpack their effects
- (d) Employees shall not be permanently transferred for a period of less than three months. Employees who have been permanently transferred and who are again permanently transferred before the expiration of three months, shall be paid travelling and incidental expenses as though they were only temporarily absent from their headquarters in the first instance except for employees who are transferred at their own request, for disciplinary reasons and/or for incompetence before the expiration of the relevant three month period.

91.4 ***Travelling and incidental expenses***

- (a) Employees shall be paid a meals allowance of \$7.10 per meal in the following circumstances:
 - (i) Where their headquarters are within the suburban area and who in substitution for the whole or part of a shift are required to undertake special relief or emergency work at a location between 3.2 and 16km from their headquarters and who are required to be absent from their residence for at least an hour and a half longer than had they worked their regular shift.
 - (ii) Where their headquarters are outside the suburban area and who in substitution for the whole or part of a shift are required to undertake special relief or emergency work at a location no more than 16km from their headquarters and who are required to be absent from their residence for at least an hour and a half longer than had they worked their regular shift.

- (iii) Where they were unable to return home for a meal and have not been provided by the employer with suitable refreshments after each five hour period if they are on duty:
- * For a period of more than five hours beyond the time of recommencing duty after a meal interval.
 - * Subject to 91.4(b), for a period of more than ten hours where there is no meal interval.
- (iv) For a period of more than five hours on a shift of rostered duration of five hours or less with or without an alternative, or on a shift substituted for one of five hours or less duration without prior notice of the intended extension or substitution of the shift.
- (v) In respect of a broken shift, for more than two hours beyond the ordinary time for the completion of such shift.

provided that where a meal interval exceeds one hour employees shall be deemed to have recommenced duty one hour after the commencement of the meal interval where the period of duty immediately prior amounts to more than four hours and further provided that where employees are rostered to have a second unpaid meal interval on any shift involving overtime and where such meal is taken the meal allowance shall be \$14.20 Meal interval means an interval off duty where the time and duration thereof is fixed by the employer and allowed with or without pay for the purpose of partaking of a meal or crib and prior notice means at least two hours where the shift commences between 0800 hours and 2200 hours and twelve hours otherwise.

- (b) Employees, other than employees on the regular relieving staff; who are temporarily transferred and required to reside away from home, or not temporarily transferred but utilised away from their headquarters shall be paid the following daily travelling and incidental expenses:

- (i) For the first four weeks, or five if a shift worker the rate per day will be:

	Within Victoria	Interstate except a border station
	\$	\$
Heads of branch	\$151.80	\$228.90
Other employees	\$115.80	\$172.50

- (ii) After the first four weeks, or five if a shift worker, at the same place the rate per day will be:

	Within Victoria	Interstate except a border station
	\$	\$
Heads of branch	\$135.40	\$203.10
Other employees	\$101.70	\$151.80

(iii) These amounts represent:

Rates per day	Breakfast/lunch	Tea	Bed
\$	\$	\$	\$
\$228.90	\$33.40	\$51.30	\$110.80
\$203.10	\$31.10	\$42.70	\$98.20
\$172.50	\$25.00	\$37.10	\$85.40
\$151.80	\$22.00	\$33.70	\$74.10
\$151.80	\$22.00	\$33.70	\$74.10
\$135.40	\$20.80	\$28.30	\$65.50
\$115.80	\$15.00	\$22.10	\$63.70
\$101.70	\$14.30	\$17.80	\$55.30

- (c) The first four or five weeks period, as the case may be, at the same place shall not be deemed to include the day of departure from headquarters unless a full day's expenses are payable for such day.
- (d) The allowance for breakfast, dinner, tea or bed, as the case may be, provided for in 98.4(b)(iii) shall not be paid to employees unless they commence travelling from their headquarters earlier than the time specified in the second column hereunder and/or do not return until after the time specified in the third column hereunder but no allowance shall be paid where the absence from headquarters is under three hours nor for a bed when a bed is not reasonably required

	If departure before	If return after
Breakfast	0700 hours	0800 hours
Dinner	1230 hours	1330 hours
Tea	1800 hours	1900 hours

- (e) Employees shall not be paid any expenses under 98.4(b) at any one locality or place for a period exceeding three months.
- (f) Employees who depart from and return to their headquarters the same day, whose:
- (i) Headquarters are within the suburban area who are required to travel outside the suburban area to a place more than 50km distant from their headquarters.
 - (ii) Headquarters are outside the suburban area and who are required to travel to at place at least 50km distant from their headquarters.
- Shall be paid a meal allowance of \$14.20 in accordance with the times provided in sub-clause 91.4(d) except that the allowance for lunch shall only apply if the absence exceeds four hours.
- (g) In the case of employees undertaking relief duty who travel to and from their place of residence, their place of residence shall be deemed to be their headquarters unless their headquarters are closer to the relief location than their residence.
- (h) Employees who are unexpectedly required to leave their headquarters and to be absent over a period in which they would ordinarily have a meal at home, shall be paid an allowance of \$7.10 for such meal.

91.5 **Travelling time**

- (a) Employees, whose annual rates do not exceed \$33,647 undertaking relief duty, other than those required to reside away from home and in receipt of travelling and incidental expenses, who are:
 - (i) Located within the suburban area and required to sign on and off at a location other than their normal headquarters which are outside the suburban area and distant more than 4.8 kilometres from their headquarters.
 - (ii) Located outside the suburban area and required to sign on and off at a location other than their normal headquarters which are distant more than 4.8 kilometres from their headquarters.

Shall be credited with full-time at single rate for the difference between the time at which it may be necessary for them to leave their place of residence for the temporary location and the ordinary time of leaving for their headquarters and also for the difference between the time at which they can at the earliest arrive at their residence on the conclusion of their shift and the ordinary time of arrival thereat from their headquarters.

- (b) Employees, whose annual rates do not exceed \$33,647, required to travel on duty outside the hours of their normal rostered shift shall be paid for such travel at the single rate, unless otherwise provided herein, to the extent that it exceeds two hours in each period of 24 hours up to a maximum of twelve hours, or eight hours when a sleeping berth is provided, in each 24 hours. The 24 hour period shall be deemed to commence when the waiting and/or travelling commences and where the period exceeds 24 hours, each 24 hours thereafter. Travel between employees' residences and their normal place of work shall not be taken into consideration unless it is continuous with further travelling and/or waiting.
- (c) Payment for waiting and/or travelling time which commences on a Saturday shall be at the rate of time-and-a-quarter and for that undertaken on a Sunday or a public holiday shall be at the rate of time-and-a-half. Such penalty payment is not applicable to waiting and/or travelling time which commences on Friday and extends into Saturday, or commences on a normal working day prior to a public holiday unless such waiting and/or travelling time continues after 1000 hours on the Saturday or public holiday in which case the appropriate penalty rate is to apply from midnight.
- (d) The provisions of sub-clause 95.5 Minimum Payment, shall not apply to travelling time payments.

91.6 **Trip allowance**

- (a) Employees in, or acting in, the position of travelling stationmaster, whose duties do not necessitate them remaining away from their headquarters overnight, shall be paid a trip allowance of \$7.10 for a meal for each five hourly period exceeding ten hours from the time of commencing duty to the time of ceasing duty.
- (b) Employees, in or acting in, the position of travelling stationmaster, whose duties necessitate their absence from their headquarters overnight, shall be paid a trip allowance for lodgings where accommodation is not provided by the employer and \$7.10 per meal for:

- (i) One meal prior to being rostered off, if the period between the time of commencing and finishing duty is more than six hours but not more than twelve hours; or for two meals if the period is more than twelve hours.
- (ii) One meal as at the time of recommencing duty, or if the interval between the times of finishing and recommencing duty is ten hours or more, a meal:
 - * As at the expiration of ten hours from the time of finishing duty if such time be between 0100 and 1000 hours or between 1300 and 2200 hours.
 - * As at 0800 hours if the time of finishing duty be between 2200 and 0100 hours (both inclusive).
 - * As at 2000 hours if the time of finishing duty be between 1000 and 1300 hours (both inclusive).
- (iii) For a meal or for lodging, as the case may be, for each completed period of five hours as from the time of the meal allowed under 91.6(b)(i) or 91.6(b)(ii) until the time of finishing duty at the headquarters.
- (c) The trip allowance shall not be payable to employees required to relieve at a place other than their headquarters who are in receipt of the travelling and incidental expenses for the first seven days at the same place except when they leave their temporary headquarters earlier than 0500 hours or later than 1330 hours and are absent for more than ten hours, in which case they shall be granted a trip allowance for one meal. Employees shall not be paid any allowance for lodging or for any meal in respect of any period in which they may be off duty at their ordinary headquarters.
- (d) Employees in receipt of travelling and incidental expenses after the first seven day period, shall be paid the trip allowance as if their temporary location were their ordinary headquarters. Employees shall not be paid any allowance for lodging or for any meal in respect of any period in which they may be off duty at their ordinary headquarters.
- (e) Employees who are unexpectedly required to leave their headquarters and to be absent over a period in which they would ordinarily have a meal at home, shall be paid an allowance of \$7.10 for such meal.
- (f) Trip allowances and travelling and incidental expenses shall not be payable:
 - (i) During any absence from duty without pay.
 - (ii) On a public holiday or day in lieu of overtime unless required by the employer to remain away.
 - (iii) During any period of annual leave.
 - (iv) During any period of other leave of absence with pay.

Provided that expenses or allowances shall be payable on a single day absence on account of approved sick leave with or without pay upon production of a receipt for accommodation for that day.

- (g) Trip allowances and travelling and incidental allowances shall be reduced by such amount of board and lodging paid for by the employer in the case of interstate travel where the fare paid by the employer covers board and lodging.

92. ORDINARY HOURS

92.1 The ordinary hours of work shall be 76 per fortnight divided into not more than 10 shifts.

92.2 The ordinary hours of work shall be arranged so as to permit the taking of a rostered day off which shall operate on one of the following basis:

- (i) Fixing one-week day on which employees at a location will be rostered off during a 4-week cycle over 28 consecutive days;
- (ii) Rostering each employee off on one week day of a 4 week cycle over 28 consecutive days.

92.3 As far as practicable, after completing a full shift, employees shall be allowed a minimum period off duty of 12 hours at their headquarters and nine hours at other locations. If an interval of less than eight hours is deemed unavoidable then the time worked on the shift following such break shall be paid for at not less than the rate of time and a half except where the interval is reduced because of the working of overtime. This clause shall not apply to station agents.

92.4 Where employees take time off during ordinary hours they may make up such time at a later date with the consent of the employer.

92.5 Flexitime

Where the provisions of this clause conflict with any other agreement reached for the working of flexible working hours in Victoria, such provisions shall not apply to those employees who elect to work flexible hours.

92.6 Saturday work

Time worked on Saturday shall be paid for at the rate of time and one-half except for public holidays and Saturday work worked as overtime.

92.7 Sunday work

Time worked between midnight Saturday and midnight Sunday shall be paid for at the rate of double time. Such double time to be both the minimum and the maximum and shall not be included in the computation of overtime on a fortnightly basis.

- (a) Employees, who work on a Sunday, shall be paid for at least one-third of a day.
- (b) Employees at stations outside the suburban area shall be paid on Sundays for:
 - (i) Not less than one-third of a day for attending to one train.
 - (ii) Not less than two-thirds of a day for one or more trains in the morning and one or more trains in the afternoon or evening provided that where the break of duty is less than four hours continuous time shall be paid save that

one hour for lunch or one hour for tea, or both, may be rostered off without pay at an appropriate time for lunch or tea (as the case may be).

- (c) Employees at stations within the suburban area shall be paid for all time rostered off on Sundays during the shift in excess of one hour for lunch and one hour for tea.
- (d) Employees who have performed Sunday duty shall not be required to work on the following Sunday, except in a case of emergency or where practicably unavoidable. For the purpose of this provision, work performed up to 0300 hours on a Sunday in completion of a shift commenced on a Saturday shall not be deemed to be Sunday duty.
- (e) As far as practicable, provision shall be made to roster off, for a day during the same week, employees who have worked a shift on Sunday.

92.8 In the case of broken shifts extending beyond a spread of eight hours, a minimum of one day shall be paid for.

93. OVERTIME

93.1 For the purpose of this clause:

- (a) **Shift** means a turn of duty during which some period of actual work has been performed and includes a broken shift and/or shift on which no work has been performed by reason of the employee being on paid leave and/or engaged, other than on normal duties, in connection with medical, visual, aural or other company required examinations or inquiries and/or attendance at Courts of Law in an employer capacity.
- (b) **Fortnight** for the purpose of calculating overtime on a fortnightly basis means time worked in the first ten shifts (other than Sundays) in the current fortnightly pay period.

93.2 Overtime shall be:

- (a) Time worked on an ordinary shift after eight hours from time signed on and shall be paid at the rate of time and a half for the first three hours and double time thereafter;
- (b) Time worked, excluding Sunday time, in excess of 80 hours on ordinary shifts within one fortnightly pay period and shall be paid at the rate of time and one half; provided that payment shall be made upon the more favourable of these alternatives and only one of these alternatives shall apply in respect of all overtime in any one fortnightly period.
- (c) Time worked on a first or second excess shift in a fortnightly pay period shall be calculated at the rate of time and one half except that any such excess shift which is a Saturday shift, or any portion of an excess shift falling within Saturday time, shall be calculated at the rate of double time. Time worked on a further excess shift in the same fortnightly pay period shall be calculated at the rate of double time.

93.4 Employees shall work reasonable over time as required by the employer subject to the payment of relevant overtime rates.

93.5 Employees may take time off in lieu of payment for overtime worked with the consent of the employer and at a time or times mutually agreed upon by the employee and the employer provided that:

- (a) Such time off in lieu shall be taken during ordinary hours on the basis of one hour off for each hour of overtime worked.
- (b) An employee may elect to be paid the appropriate rate for overtime worked in situations where such time off in lieu has not been taken within four weeks of it being available to be taken.

Payments for any time worked shall not exceed the rate of double time except for specific public holidays provisions to the contrary.

94. SHIFT ALLOWANCES AND PENALTIES

94.1 For the purposes of this clause:

- (a) **Afternoon shift** means a shift commencing before 1800 hours and concluding after 1830 hours.
- (b) **Night shift** means a shift commencing at or between 1800 hours and 0359 hours.
- (c) **Early morning shift** means a shift commencing at or between 0400 and 0530 hours.

Save that in the case of broken shifts each turn of duty shall be regarded separately.

94.2 For all paid time on duty, excluding overtime or any week day time which is payable in the terms of this award in excess of single rate, Monday to Friday inclusive, employees in receipt of an adult wage rate shall be paid the following shift allowances:

- Afternoon shift • \$1.77 per hour.
- •
- Night shift • \$2.07 per hour.
- •
- Early morning shift • \$1.77 per hour.

94.3 All other employees shall be paid the following shift allowances:

- Afternoon shift • \$0.88 per hour.
- •
- Night shift • \$0.92 per hour.
- •
- Early morning shift • \$0.88 per hour.

94.4 In calculating shift allowances, broken parts of an hour of less than 30 minutes shall be disregarded and parts from 30 to 59 minutes shall be paid for as one hour.

94.5 In addition to the allowances prescribed herein, employees whose ordinary time worked on any shift commences or finishes at or between 0101 hours and 0359 hours Monday to Friday (excluding public holidays or overtime shifts) shall be paid a shift loading for that shift as follows:

- If in receipt of an adult wage rate
- If not in receipt of an adult wage rate
- \$1.85 per hour.
- \$0.95 per hour.

94.6 Foreperson grades in the running sheds and workshops shall be paid allowances for afternoon and night shifts worked on weekdays at the same rate and under the same conditions as tradesperson mechanical fitters employed in workshops provided that no allowance for any shift shall exceed the allowance payable to the highest paid tradesperson under their direct supervision and control.

- (a) Other employees in the running sheds and workshops shall be paid an allowance of 15% more than their ordinary rates for afternoon and night shift provided that no allowance for any shift shall exceed the allowance payable to the highest paid tradesperson under their direct supervision and control.
- (b) For the purposes of this sub-clause afternoon shift means any shift on which ordinary time finishes after 1800 hours and at or before 2400 hours and night shift means any shift on which ordinary time finishes after 2400 hours and at or before 0800 hours.
- (c) Employees performing mixed functions during a shift under different award shift work provisions shall be paid whichever allowances are the highest or higher but not more than one allowance shall be payable for the shift.

94.7 **Broken shifts**

For the purposes of this clause a broken shift means a shift worked on any day with a continuous rostered off period at headquarters, without pay, of more than two hours.

94.8 The following shall apply to broken shifts other than those worked on Sundays:

- (a) Employees working broken shifts shall be paid for a minimum of one day.
- (b) Employees working broken shifts shall be paid 1/8th of a day in addition to the time actually worked.
- (c) Suburban traffic broken shifts shall consist of no more than two parts.
- (d) In broken shifts worked in connection with traffic, other than suburban, meal intervals shall not exceed one hour provided that no portion of a continuous rostered off period shall be treated as a meal interval in the computation of such period.
- (e) Time worked outside of a spread of eleven hours shall be paid at a rate of time and a half.

95. ROSTERS

95.1 *Time off between shifts*

As far as practicable employees after completing a full shift shall be rostered off duty for twelve hours if at their home station and nine hours if away from their headquarters. If an interval of less than eight hours is deemed unavoidable, time worked on the shift following shall be paid at time and a half unless the interval was reduced because of working overtime.

95.2 *Work on day off*

Employees called upon to work on days they have been rostered off shall be given not less than twelve hours notice or paid for all time worked that day at time and a quarter unless they are otherwise entitled to payment for overtime for the time worked.

95.3 *Shifts put back*

Employees attending for duty who are informed they will not be required until a later time that day shall be paid one hour's pay for such attendance unless at least two hours notice prior to such attendance was given at their place of residence.

95.4 *Attending for duty but not required*

Employees who have been instructed to attend for duty who are subsequently informed they will not be required that day shall be paid two hours pay for such attendance unless at least two hours notice prior to such attendance was given at their place of residence.

95.5 *Minimum payment*

Employees required to, and undertaking duty on any day or shift shall be paid a minimum of three hours pay.

95.6 *Meal breaks*

Employees may be rostered off without pay for a meal break of not less than thirty minutes and not more than one hour. No more than two meal breaks shall be provided in any one shift and, except for special reasons, not more than one shall be given at a time as near as practicable to the middle of the shift. If two meal breaks are provided their total shall not exceed one and a half hours save for extended shifts and are not to be used avoid travelling and incidental expenses.

95.7 Employees, during the course of a shift, shall not be rostered off duty for more than half an hour including time for a meal, between 2200 and 0600 hours unless agreed upon between the employer and the employee(s) concerned.