



FAIR WORK  
AUSTRALIA

## DECISION

*Fair Work Act 2009*

s.185—Approval of enterprise agreement

**V/Line Passenger Pty Ltd**  
(AG2009/22589)

### **V/LINE PASSENGER (OPERATIONS) ENTERPRISE AGREEMENT 2009-2012**

Rail industry

SENIOR DEPUTY PRESIDENT HARRISON

SYDNEY, 28 JANUARY 2010

*Application for approval of the V/Line Passenger (Operations) Enterprise Agreement 2009-2012.*

[1] An application has been made for approval of an enterprise agreement known as the *V/Line Passenger (Operations) Enterprise Agreement 2009-2012* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) by V/Line Passenger Pty Ltd. The Agreement is a single-enterprise agreement.

[2] The Agreement was made during the bridging period<sup>1</sup> as defined in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (the Transitional Act), accordingly, when considering whether to approve the Agreement I have taken into account the provisions of Part 2–4 of Chapter 2 of the Act as modified by Schedule 7 of the Transitional Act.

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

[4] The Australian Rail, Tram and Bus Industry Union and the employer each acknowledges that the individual flexibility term in the Agreement will not operate in any way which would be contrary to s.203(5) of the Act.

[5] The Australian Rail, Tram and Bus Industry Union, being a bargaining representative for the Agreement, have given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act I note that the Agreement covers the organisation.

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<sup>1</sup> Item 2, Part 1, of Schedule 2.

**[6]** The Agreement is approved and, in accordance with s.54 of the Act, will operate from 5 February 2010. The nominal expiry date of the Agreement is 30 June 2012.

SENIOR DEPUTY PRESIDENT

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# **VLINE PASSENGER (OPERATIONS)**

## **ENTERPRISE AGREEMENT**

**2009 - 2012**

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## PART 1: APPLICATION AND OPERATION OF AGREEMENT

### 1.1 PREAMBLE

This Agreement has been developed to reflect all terms and conditions of employment applicable to V/Line Employees covered by this Agreement.

### 1.2 TITLE

This Agreement shall be known as the V/Line Passenger (Operations) Enterprise Agreement 2009-2012 ("Agreement").

### 1.3 COVERAGE

#### 1.3.1 This Agreement covers:

- (a) V/Line Passenger Pty Ltd ACN 087 425 269 ("V/Line," "V/Line Passenger" or "the Employer"); and
- (b) the Employees (as defined), and pursuant to section 183 of the Fair Work Act 2009 (the Act), the Rail Tram and Bus Industry Union (RTBU).

#### 1.3.2 The Rail Tram and Bus Industry Union (RTBU) will also be covered by this Agreement if it has given notice to V/Line and Fair Work Australia (FWA) in accordance with section 183 of the Fair Work Act 2009 (Cth) and it is noted in the decision by FWA in approving the Agreement that the Agreement also covers the RTBU.

#### 1.3.3 This Agreement will not apply to Employees of V/Line Passenger who:

- (a) Are senior executives engaged on Government Sector Executive Remuneration Panel (GSERP) contracts; and
- (b) Employees to whom the V/Line Passenger (Infrastructure) Agreement 2009 – 2012 applies; and
- (c) Employees not covered by a classification set out in Parts 12 and 15 of this Agreement; and
- (d) Employees who were employed after 22 November 2009 to work predominantly as a Signaller at Signal Box 1.

### 1.4 DEFINITIONS

For the purposes of this Agreement, wherever the following terms are used in the Agreement, unless a contrary intention appears, those terms will have the meaning set out in this clause:

**"Act"** means the Fair Work Act 2009 (Cth).

**"Agreement"** means V/Line Passenger (Operations) Enterprise Agreement 2009-2012.

**"BROP"** means book of rules and operating procedures.

**"Employees"** means Employees of V/Line Passenger who are employed in classifications set out in Parts 12 and 15.

**"FAID"** means Fatigue Audit InterDyne.

**"FWA"** means Fair Work Australia.



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**"NES"** means National Employment Standards.

**"NOP"** means Network Operating Procedure.

**"Parties covered by this Agreement"** means V/Line, its Employees and the RTBU but only to the extent the decision of FWA in approving this Agreement provides that the RTBU is a party to be covered by the Agreement.

**"Parties covered by this Part of the Agreement"** means V/Line and those classes of Employees to whom a particular part of the Agreement is expressed to apply and the RTBU but only to the extent the decision of FWA in approving this Agreement provided that the RTBU is a party covered by the Agreement.

**"Past Agreements"** means:

- (a) V/Line Passenger (Locomotive Drivers) Supplementary Agreement 2005;
- (b) V/Line Passenger (Rail Operations Employees) Supplementary Agreement 2005;
- (c) V/Line Passenger Union Collective Agreement 2006 – 2009 (2006 – 2009 Passenger UCA);
- (d) V/Line Regional Network and Access – Infrastructure – Union Collective Agreement 2007 – 2009 (2007 – 2009 Infrastructure UCA);
- (e) V/Line Regional Network and Access – Operations – Union Collective Agreement – 2007 - 2009 (2007 – 2009 Operations UCA).

**"Persons"** includes a body politic or corporate as well as an individual.

**"RTBU"** means Rail Tram and Bus Industry Union.

**"WOLO"** means warning of low overheads, and colloquially refers to 'heat speed restrictions'.

## **1.5 STRUCTURE AND INTERPRETATION OF THIS AGREEMENT**

- 1.5.1 The terms contained in Parts 8 to 15 (inclusive) of this Agreement prevail to the extent of any inconsistency with any term or terms contained in any other Part of this Agreement.
- 1.5.2 The terms contained in Parts 1 to 7 (inclusive) of this Agreement prevail to the extent of any inconsistency with Parts 16 to 18 (inclusive) of this Agreement.
- 1.5.3 The Parties covered by this Agreement and its various parts are set out in each Part, save that Parts 1 to 7 apply to all Employees covered by this Agreement (unless otherwise specified).

## **1.6 PERIOD OF OPERATION**

- 1.6.1 This Agreement will commence operating seven days after it has been approved by FWA.
- 1.6.2 The nominal expiry date of this Agreement is 30 June 2012.

## **1.7 NO EXTRA CLAIMS**

- 1.7.1 As this Agreement contains all terms and conditions of employment that are to apply to Employees covered by this Agreement and the Parties covered by this Agreement agree that they will not:
  - make any further claims in relation to terms and conditions of employment, wage increases or the employment of Employees to be covered by this Agreement until after its nominal expiry date; nor

- 
- engage in any industrial action; in support of further claims prior to the nominal expiry date of this Agreement.

## **1.8 AIMS OF AGREEMENT**

### **1.8.1 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 Employees 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.

### **1.8.2 Business Improvement Initiatives**

The Parties covered by this Agreement acknowledge that V/Line's ability to achieve its business objectives, in the medium term, is contingent upon the satisfactory completion of a number of initiatives intended to enhance the ability of Employees to perform their duties and in doing so improve quality of service delivery and thereby patronage, of the regional rail network. Examples of these initiatives are as follows:

- Programs to ensure continuous improvement in safety and security in all aspects of V/Line operations and business.
- Managing resources – people, stations and other facilities, and rolling stock – to ensure that V/Line can meet future customer requirements.
- Business improvement, including improved business management systems.

1.8.2.1 Each of these initiatives require the commitment by the workforce of V/Line to work through the many issues associated with required changes to the way in which V/Line conducts its business in the future. To this end, the Parties covered by this Agreement acknowledge the necessity for V/Line to work with its Employees in a cooperative and collaborative manner to identify any potential areas of concern and where possible to develop strategies to ensure the concerns of staff are minimised.

1.8.2.2 Specific initiatives and projects have been identified as agreed outcomes to be achieved during the life of the Agreement. These initiatives are detailed in Parts 8, 9, 10 and 11 of this Agreement.

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## **PART 2: CONSULTATION AND DISPUTE RESOLUTION**

### **2.1 CONSULTATION**

#### **2.1.1 Introduction of Change**

When V/Line Passenger is contemplating introducing major change in production, program, organisation, structure or technology that is 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 and the RTBU.

#### **2.1.2 Significant effects**

"Significant effects" includes termination of employment of Employees, major changes in the composition, operation or size of V/Line Passenger's workforce or in the skills required of Employees; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining of Employees or transfer of Employees to other work locations and the restructuring of jobs. For the purposes of this clause, where the Agreement makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

#### **2.1.3 Employer's Duty to Discuss Change**

V/line Passenger must notify the relevant Employees of the decision to introduce change and where applicable, their nominated representative, including the RTBU.

V/Line must recognise any representative appointed by the relevant Employees for the procedures in this clause.

V/Line Passenger shall discuss with the Employees affected and where applicable, the Employees representative, the introduction of the major changes, the effects the major changes are likely to have on Employees and measures V/Line is taking to avert or mitigate the adverse effect of the change on the relevant Employees.

V/Line Passenger will give prompt consideration to matters raised by the Employees and where applicable, the Employees representative 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, the Employee's representative, including the RTBU 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 or commercial sensitive information to the relevant Employees or the Employees representative, including the RTBU.

#### **2.1.4 Nothing in this clause requires or permits V/Line Passenger to provide information about Employees to the other Parties covered by this Agreement except where the provision of that information is required or authorised by law.**

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## **2.2 DISPUTE SETTLEMENT PROCEDURES**

### **2.2.1 Resolution of disputes and grievances**

- (a) Unless otherwise provided for in this Agreement, a dispute or grievance about a matter arising under this Agreement or a matter regarding the National Employment Standards, 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 enterprise agreement.
- (c) V/Line or an Employee covered by this Agreement may choose to be represented by the RTBU or a representative of their choice.

### **2.2.2 Obligations**

- (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 cooperate 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 the 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 V/Line of this concern and has not unreasonably failed to comply with a direction by V/Line to perform other available work that is safe and appropriate for the Employee to perform.
- (c) Neither party to a dispute under this clause will be prejudiced as to the final settlement of the dispute or grievance by the continuance of work in accordance with this clause.

### **2.2.3 Discussion of dispute or grievance**

- (a) Step One.  
The dispute or grievance must first be discussed by the aggrieved Employee(s) with the Employee(s) immediate supervisor.
- (b) Step Two.  
If the matter is not settled, the Employee(s) can require that the matter be discussed with another representative of V/Line chosen by V/Line and appointed for the purposes of this procedure. The Employee(s) may choose to have a representative, which in the case of Union members, can be a representative of the RTBU, present at this discussion.
- (c) Step Three.  
If the matter is not settled, a party may apply to FWA to have the dispute or grievance dealt with by conciliation and if conciliation is unsuccessful, arbitration.
- (d) The decision of FWA will bind both parties, subject to either party exercising a right to appeal to the Full Bench of FWA in accordance with section 604 of the Act.

### **2.2.4 Disputes of a Collective Character**

- (a) The Parties covered by this Agreement acknowledge that disputes of a collective character concerning one or more Employee may be dealt with more expeditiously by an early reference to FWA.

- 
- (b) No dispute of a collective character may be referred to the FWA directly unless there has been a genuine attempt to resolve the dispute at the workplace level prior to it being referred to the FWA.
  - (c) The decision of FWA will bind both parties, subject to either party exercising a right of appeal to the Full Bench of FWA in accordance with section 604 of the Act.

#### **2.2.5 Conciliation**

- (a) Where a dispute or grievance is referred for conciliation, a member of FWA 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 FWA shall be regarded as completed when:
  - the parties have reached agreement on the settlement of the dispute or grievance; or
  - the member of FWA 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 dispute or grievance; or
  - either party to the dispute have informed the FWA member that there is no likelihood of agreement on the settlement of the dispute or grievance and the member does not have substantial reason to regard the conciliation proceedings as not completed.

#### **2.2.6 Arbitration**

- (a) If the dispute or grievance has not been settled when conciliation has been completed, either party may request that FWA proceed to determine the dispute or grievance by arbitration.
- (b) Where a member of FWA 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 FWA as agreed by the parties to the dispute or in the absence of agreement, allocated by a Presidential member of FWA.

#### **2.2.7 Conduct of Matters before FWA**

Subject to any agreement between the parties to the dispute 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, FWA may conduct the matter in accordance with Chapter 5, Subdivision B of Division 3.

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## **PART 3: EMPLOYMENT RELATIONSHIP AND RELATED MATTERS**

### **3.1 TERMS OF EMPLOYMENT**

#### **3.1.1 Letter of Appointment**

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

#### **3.1.2 General Requirement – Including Probation**

All Employees are engaged on the following basis:

- (a) New Employees engaged on a full time, fixed term, (clause 3.1.8 refers) or part time basis will be employed on a period of probation of not more than three (3) months at the commencement of their engagement. For the avoidance of doubt, the probationary period does not affect the minimum period of employment of six months required before Employees can lodge an unfair dismissal claim under the Act.
- (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.

#### **3.1.3 Basis of Hiring**

- (a) An Employee whose employment is covered by this Agreement may be employed on a full-time, part-time or fixed term 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.

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### **3.1.4 Full-Time Employees**

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

### **3.1.5 Part-Time Employment (Other than Locomotive Drivers)**

- a) Employees may be engaged to work on a part-time basis involving a regular pattern of ordinary hours which shall average less than 38 hours per week over 16 weeks. Before commencing part-time employment, the employer and the Employees concerned must agree upon (the agreement):-
  - i) The average ordinary hours of work to be worked;
  - ii) The days upon which they will be worked;
  - iii) The classification applying to the work to be performed.
- b) The Employees concerned are entitled to be paid for all hours worked by them in accordance with this clause.
- 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 average hours shall be paid overtime for such hours;
- g) Provided that overtime will not be payable for any extension of rostered hours on a particular day or shift that is due to disruption to train services; or voluntary acceptance of additional hours or shifts, unless such additional hours or shifts would be payable at overtime rates for an equivalent full time Employee.
- 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 6.2, Public holidays.
- h) Part time Employees who can be called upon to work on any seven days of the week and who are not rostered for duty on a public holiday will be entitled to a pro rata credit for the public holiday. All other part time Employees who are not rostered for duty on a public holiday will not be entitled to credit of hours/payment.
- i) All forms of paid leave accrue on a pro rata basis having regard to the average ordinary hours worked.
- j) Operation of this clause will be monitored through to 30 June 2010 after which time V/Line and or the RTBU may seek further talks on the operation of the revised provisions. Alternatively the clause will continue to operate in its current form on an ongoing basis.

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### **3.1.6 Part-Time Employment Locomotive Drivers**

Part-time arrangements will be trialed for a period of 6 months, with a minimum of two Drivers and a maximum of four Drivers on part-time arrangements, depending on Driver numbers at the commencement of the program. The program will be reviewed after 6 months, following which an extension of the program will be considered. Applications will be considered from Southern Cross and regional Drivers who wish to participate in part-time rosters (which will only be available at Southern Cross). The agreed Part-time Driver Framework will set out the application requirements and conditions for part-time Drivers, including the following:

- (a) part-time Drivers shall be entitled to the conditions of a full-time Driver on a pro-rata basis, including any leave;
- (b) if a public holiday falls on a day when the Driver is not rostered to work then the fortnightly guaranteed hours are paid, plus a credit is made on a pro-rata basis, i.e. based on their FTE;
- (c) part-time Drivers are subject to normal continuation training and other training requirements;
- (d) trauma leave is paid to part-time Drivers in accordance with their normal rosters for the following 5 rostered shifts, which is consistent with the roster code;
- (e) part-time Drivers will have the same access as full-time Employees to training, employee assistance program and trauma counselling;
- (f) Drivers shall make themselves available to work reasonable additional shifts/time outside of master roster allocations to ensure train running requirements are met;
- (g) Part-time Drivers can only swap active or off-roster shifts, including rest jobs, with Drivers within the Southern Cross Depot, provided they do not exceed 6 rostered shifts per fortnight;
- (h) the letter of offer must stipulate the hours to be worked. To ensure pay consistency, the rotation should be 3 shifts per week (6 shifts/48 hours per fortnight); and
- (i) Guarantee provisions will apply to part-time Drivers based on the rostered 6 shifts/48 hours per fortnight.

These arrangements provide the opportunity for more flexible working arrangements and encourage greater work/life balance for Drivers.

It is recognised that occasionally due to extenuating personal circumstances Drivers may wish to work on a temporary part-time basis. Whilst each circumstance will be considered on a case-by-case basis, the minimum period of time that a Driver can be employed on a temporary part-time basis is 6 months, with a maximum of 24 months. In this circumstance the Driver will not be required to resign from their full-time position.

Approval to be engaged as a part-time Driver will be at the discretion of management and will only be approved if there is capacity in the roster to facilitate regular rostered part-time hours.

### **3.1.7 Job-Share Driver Program**

Job-share arrangements will be trialed for a period of 6 months at Ballarat Depot. The program will be reviewed after 6 months, following which an expansion of the program to all regional depots will be considered.

A job-share is defined as when two Drivers are employed to share the duties of one full-time Driver position. The position is held jointly and is conditional upon the offer of job-share being accepted by both the job-share Drivers.



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The agreed Job-share Driver Framework Agreement sets out the application requirements and conditions for job-share Drivers, including the following:

- (a) appointment to job-share positions will be conditional on V/Line being able to appoint both “halves” of the job-share position;
- (b) appointment to job-share positions will be subject to V/Line having sufficient Drivers available to deliver network service plan requirements;
- (c) job-share Drivers shall be entitled to the conditions of a full-time Driver on a pro-rata basis, including any leave;
- (d) the overall duties and responsibilities of the “whole” position will be shared by both the job-share partners;
- (e) job-share Drivers can only swap active shifts with Drivers within their designated Depot; and
- (f) the terms of the job-share arrangement will be in writing and will include rotation of shifts and the hours to be worked.

### **3.1.8 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.

## **3.2 INDIVIDUAL FLEXIBILITY AGREEMENT**

3.2.1 V/Line and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of this Agreement if:

- (a) the individual flexibility agreement deals with one (1) or more of the following matters:
  - (i) arrangements for when work is performed;
  - (ii) overtime rates;
  - (iii) penalty rates;
  - (iv) allowances; and
  - (v) leave loading; and
- (b) the arrangement meets the genuine needs of V/Line and the Employee in relation to one (1) or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by V/Line and the Employee.

3.2.2 An Employee may nominate a representative, including the RTBU to assist in negotiations for an individual arrangement.

3.2.3 V/Line will ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Act;
- (b) are not unlawful terms under section 194 of the Act;

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- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made; and
  - (d) does not have an adverse effect on the wages and conditions and working arrangements of any other Employee covered by this Agreement.

**3.2.4 Terms of the individual flexibility arrangement will:**

- (a) be in writing; and
- (b) include the name of V/line and the Employee; and
- (c) be signed by V/Line and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) include details of:
  - (i) the terms of the Agreement that will be varied by the arrangement;
  - (ii) how the arrangement will vary the effect of the terms; and
  - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the individual flexibility arrangement; and
- (e) states the day on which the individual flexibility arrangement commences.

**3.2.5 V/Line must give the Employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.**

**3.2.6 V/Line shall inform the RTBU when it intends to negotiate an individual flexibility agreement with an Employee covered by this Agreement and of the nature of any such agreement. Nothing in this clause requires or permits V/Line to provide information about Employees to other Parties covered by this Agreement except where the provision of that information is required or authorised by law.**

**3.2.7 V/Line or the Employee may terminate the individual flexibility arrangement:**

- (a) by giving no more than twenty eight (28) days written notice to the other party to the individual flexibility arrangement; or
- (b) if V/Line and the Employee agree in writing – at any time.

**3.3 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.

**3.4. STAND DOWN**

**3.4.1 In addition to the provisions of clause 3.3 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:**

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- 3.4.2 When V/Line 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.
- 3.4.3 Employees who are stood-down shall be treated for all purposes, other than payment of wages, as otherwise having continuity of service and employment.
- 3.4.4 Employees who are 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.
- 3.4.5 Employees whose employment is terminated under clause 3.4.4 shall for all purposes, other than payment in lieu of notice, be treated as if their employment had been terminated by V/Line without default of the Employee.
- 3.4.6 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 V/Line 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 V/Line, furnish a statutory declaration setting out details of such other employment.
- 3.4.7 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.
- 3.4.8 V/Line 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 V/Line, provide a statutory declaration setting out details of other employment during this period and the remuneration received there from.

### **3.5 REDUNDANCY**

- 3.5.1 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.
- 3.5.2 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.
- 3.5.3 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.
- 3.5.4 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.

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3.5.5 Nothing in this clause [3.5] requires or permits V/Line to provide information about Employees to other Parties covered by this Agreement except where the provision of that information is required or authorised by law.

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## **PART 4: RATES OF PAY AND RELATED MATTERS**

### **4.1. RATES OF PAY**

The rates of pay and allowances payable to Employees covered by this Agreement are set out in Part 15 other than those payable to Locomotive Employees whose rates are set out in Part 12 of this Agreement.

#### **4.1.1 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 Parts 8, 9, 10 and 11 of this Agreement.

An overall increase in wages of 15%, during the life of the Agreement will be paid as per the following schedule:

<b>Effective from first full pay period to commence on or after:</b>	<b>Increase</b>
1 July 2009	2%
1 January 2010	2%
1 July 2010	2%
1 January 2011	3%
1 July 2011	3%
1 January 2012	3%

Flat dollar allowances provided for in Parts 16 to 18 of this Agreement will continue to be increased in line with increases provided for in this clause, except where otherwise specified.

Locomotive grade Employees' increases are set out in Part 12.

### **4.2 PAYMENT OF WAGES**

4.2.1 Employees will be paid fortnightly.

4.2.2 Employees will be paid by electronic funds transfer or cheque as agreed between V/Line and the majority of Employees.

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#### **4.3 SUPERANNUATION**

- 4.3.1 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.
- 4.3.2 The all purpose rate of pay for locomotive Employees will be used as the rate for those who are members of the Victorian State Funds [i.e. the revised, New and Transport Schemes].
- 4.3.3 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 regardless of age at the rate stipulated under the Superannuation Guarantee Legislation.
- 4.3.4 Monies allocated under salary sacrifice arrangements that are available or become available under the provisions of clauses:
- 2.6.5, 13.12.1 & 13.12.2 – Payment of Accrued Public Holiday Credits;
  - 9.6 & 10. 7 – Extra Day Off; or
  - 4.4 – Salary Packaging for Superannuation;

can only be paid into either one of the Victorian State Superannuation Funds referred to in clauses 4.3.1 and 4.3.2 plus not more than one other of the schemes referred to in 4.3.3 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 4.3.3 or into one of the schemes referred to in 4.3.3.

#### **4.4 SALARY PACKAGING FOR SUPERANNUATION**

Approval from the Office of the Minister for Finance (Victoria) to proceed with arrangements that allow V/Line Employees to salary sacrifice earnings into Revised, New and SERB and/or Transport Schemes (whichever applies) was obtained and first applied in the 2006 – 2009 Passenger UCA. These arrangements will continue to 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 and must be permitted by law.

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.

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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.

#### **4.5 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 rate of pay 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 V/Line 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.

V/Line 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 in lieu (subject to the availability of comparative sick leave 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.

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## **PART 5: HOURS OF WORK AND RELATED MATTERS**

### **5.1 FATIGUE MANAGEMENT**

- 5.1.1 V/Line agrees to develop practices and working arrangements that take into consideration the nature of the rail working environment. In respect to fatigue management, rosters, additional hours and work will all be monitored to ensure Employees do not place themselves at an unacceptable level of risk.
- 5.1.2 Employees are to present for work in a safe manner without undue impairment caused by fatigue or external activities likely to cause fatigue.
- 5.1.3 All Parties covered by this Agreement have a shared responsibility in ensuring fatigue related risk is minimised.

### **5.2. HOURS OF DUTY**

- 5.2.1 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 5.2.2 and 5.2.3 and 5.2.4.
- 5.2.2 Relevant provisions contained in the undermentioned Parts of this Agreement:
  - Part 16: Extracts from the former Railways Traffic, Permanent Way and Signalling Wages Staff Award 2002
  - Part – 17: Extracts from the former Locomotive Drivers (Victoria) Award 2001
  - Part – 18: Extracts from the former Railways Salaried Employees (Victoria) Award 2002form part of this Agreement and apply to the relevant Employees covered by this Agreement.
- 5.2.3 The hours of duty and overtime for those Employees to whom the Railways Professional Officers Award 2002 (as in operation at 1 July 2009) previously applied will be in accordance with the relevant provisions of Part 18 for the Railways Salaried Employees (Victoria).
- 5.2.4 The hours of duty and overtime for those Employees to whom the Railways Miscellaneous Grades Award (as in operation at 1 July 2009) previously applied will be in accordance with the relevant provisions of Part 16: "Extracts from the former Railways Traffic, Permanent Way and Signalling Wages staff Award 2002".

### **5.3. GUARANTEED PAYMENT**

- 5.3.1 Subject to other provisions of this Agreement, such as Stand Down, Employees who are ready, willing and available to perform all work offered 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, other than overtime worked by Conductors, 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



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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 for Employees, other than Conductors, 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) locomotive grade Employees covered by the provisions of in Part 12 and 13 of this Agreement; and
  - (ii) Monday to Friday day shift Employees
- (g) A guaranteed payment will not be available where an Employee has pay deducted in accordance with clause 3.4 "(Stand Down)".

## **PART 6: TYPE OF LEAVE AND PUBLIC HOLIDAYS**

### **6.1. ANNUAL LEAVE**

- 6.1.1 With the exception of Locomotive Employees and shift work Employees referred to in clause 6.1.2, 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.
- 6.1.2 Employees who regularly work shift work and are rostered to work on Sundays and / or public holidays, shall be entitled to 190 hours.
- 6.1.3 The following periods do not count as service for annual leave accrual purposes:
- (a) any period of unauthorised absence;
  - (b) any period of unpaid leave or unpaid authorised absence other than;
    - (i) a period of absence on Community Service Leave taken under the provisions of clause 6.7; or
    - (ii) a period of stand down under the provisions of clause 3.5; or
    - (iii) a period of leave as prescribed by the Fair Work Act Regulations 2009; and
    - (iv) as provided for in clause 6.1.4 (c ); or
  - (c) as otherwise provided by the Fair Work Act Regulations 2009.
- 6.1.4 For these purposes, continuous service shall not be deemed to be broken by any of the following:
- (a) Absence on worker's compensation up 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.
- 6.1.5 Where absences are deemed to break the continuity of service V/Line shall notify Employees in writing of that occurrence during such absence or within fourteen days of the end of such absence.
- 6.1.6 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 / or Public Holidays who shall be entitled to an annual leave loading of 20%.
- 6.1.7 An Employee's entitlement to paid annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.

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6.1.8

- (a) Where V/Line has accrued in excess of 8 weeks annual leave or 10 weeks for a shift worker, and V/Line and the Employee are unable to reach agreement on the taking of the 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.

6.1.9 Employees may elect, with the prior consent of V/Line, 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.

6.1.10 Where approval has been given for Employees to take annual leave in advance and their services are terminated prior to the completion of an equivalent accrual period for which the annual leave was allowed, V/Line will first seek the Employee's authorisation to make a deduction from whatever remuneration is payable upon termination of employment for monies still owing.

6.1.11 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 immediately prior to the leave being cleared.

- (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

6.1.12 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.

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### 6.1.13 Annual Leave Reduction Plan

- (a) Employees may apply to cash out annual leave entitlements, provided such payments:
  - (i) are restricted to minimum periods of not less than two (2) weeks;
  - (ii) are in blocks of completed weeks, and;
  - (iii) do not reduce overall annual leave entitlements below four (4) weeks after payment is made.
- (b) Any agreement for the cashing out of annual leave under this clause must be set out in writing and signed by both V/Line and the Employee.
- (c) Employees must be paid at not less than the rate of pay applicable to the Employee under this Agreement, than what would have been payable had the Employee taken the leave.
- (d) In addition, Employees may elect to clear these surplus credits and nominate to prospectively salary sacrifice future earnings into a complying Superannuation Fund in accordance with and subject to Australian Taxation office requirements; provided such arrangements may only be introduced or cease as the case might be, on a once per annum basis from the service anniversary dates of individual Employees
- (e) These arrangements must cease when annual leave credits for an individual have been reduced to four (4) weeks regardless of when this level of leave is reached.

## 6.2 PUBLIC HOLIDAYS

6.2.1 Except as provided for elsewhere in this Agreement, Employees, other than Locomotive Employees and Passenger Operations Employees, to whom Parts 12 and 13 respectively, of this Agreement, apply, 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) such other days as may be appointed by a Minister acting under section 7(1)(a) of the Public Holidays Act 1993 (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 6.2.1(c) 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.

6.2.2 In respect of Employees other than seven day shift workers:

- (a) when Christmas Day is a Saturday, a holiday in lieu thereof shall be observed on the next Monday, or a Sunday, a holiday in lieu thereof shall be observed on the next Tuesday;

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- (b) when Boxing Day is a Saturday, a holiday in lieu thereof shall be observed on the next Monday, or a Sunday, a holiday in lieu thereof shall be observed on the next Tuesday; 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.
- 6.2.3 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.
- 6.2.4 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 (public holiday credit), be paid at the rate of time and a half for the period worked.
  - (b) Employees who work on a public holiday falling on a Sunday or on a public holiday that falls on a day on which they would not normally be rostered to work shall be paid for the time worked at the rate of double time and a half.
- 6.2.5 Subject to the provisions of clause 6.2.6, public holiday credits that have not been cleared or salary sacrificed within the limits of taxation or other relevant legislation as at the 30 June each year from 2010, will be paid to Employees in the first full pay period commencing on or after that date each year.
- 6.2.6 Employees, who wish to do so, may elect to retain a balance of up to ten days credits as at 30 June in any year by notifying Payroll in writing in each of the year(s) concerned.
- 6.2.7 The provision of leave outlined in 6.2.1 does not apply to Employees who are not available for duty on the public holiday except for those who are ill or where duty is resumed on the first working day after the public holiday, or those on annual leave or accident leave with pay.
- 6.2.8 An 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.
- 6.2.9 Pay for one day's leave of absence means an amount equal to a tenth the ordinary hours of duty per fortnight.
- 6.2.10 Employees may be required to attend for duty on any public holiday unless they have reasonable grounds for refusal.
- 6.2.11 Opportunities to salary sacrifice entitlements for public holidays worked will continue during the life of the Agreement provided such arrangements continue to be available within existing taxation legislation and at no cost to V/Line.

### **6.3 PERSONAL/CARER'S LEAVE**

- 6.3.1 The provisions of this clause apply to all Employees other than casual Employees.

#### **6.3.2 Definitions**

The term **immediate family** includes:

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee;

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- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.

The term **spouse** includes a former spouse.

The term **de facto partner** means:

- (a) a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes); and
- (b) includes a former de facto partner of the Employee.

### 6.3.3 Amount of paid personal/carer's leave

- (a) Paid personal/carer's leave will be available to an Employee when they are absent:
  - (i) because they are unfit for work due to personal illness or injury affecting the Employee (sick leave); or
  - (ii) for the purposes of providing care or support to a member of the Employee's immediate family, or a member of the Employee's household who requires care and support because of a personal illness, or personal injury affecting the member or an unexpected emergency affecting the member ( carer's leave); or
  - (iii) because of the requirement to provide ongoing care and attention to another person who is wholly or substantially dependent on the Employee, provided that the care and attention is not wholly or substantially on a commercial basis.
- (b) The amount of personal/carer's leave (other than for Locomotive Employees) to which a full-time Employee is entitled depends on how long they have worked for V/Line 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	4	68.4
in respect of the first year of service		
On completion of 52 weeks service an additional	20	152

After the completion of the two years of service, personal/carer's leave will accrue progressively during a year of service according to the Employees ordinary hours of work to a total of 15 days (114 hours) in respect of each subsequent year of service.

Provided that absences on carer's leave shall be limited to not more than ten days in any twelve month period up to 31 December 2009, after which time the National Employment Standard will apply.

- (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 utilise 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/carer's 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 (with V/Line) in any year and the anniversary of the commencement of employment in the next year.

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- (f) Unused personal/carer's credits shall accumulate from year to year without limitation but unused personal/carer's 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/carer's leave is subject to compliance with the notice and evidentiary requirements of sub -clauses 6.3.5 and 6.3.6.

#### **6.3.4 Personal/Carer's Leave Clearances**

- (a) An Employee is entitled to use the full amount of their paid personal/carer's leave entitlement for the purposes of absences through sick leave and or carer's leave, subject to the conditions set out in this clause.
- (b) In cases where paid personal/carer's leave entitlements have been exhausted, V/Line and Employees concerned may agree on extending the absence as leave without pay. Alternatively, 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 6.3.3(a)(ii) and in the circumstances specified in sub clause 6.3.3(a)(iii).
- (c) Unpaid carer's leave may be taken as a single continuous period or any separate periods agreed between the Employee and V/Line.

#### **6.3.5 Employee Must Give Notice of Absence on Personal/Carer's Leave**

- (a) An Employee shall, as soon as reasonably practicable and in accordance with local requirements in regard to notification, inform V/Line 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 V/Line of their intention to resume duty as soon as they become aware of their ability to do so.

#### **6.3.6 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 unfitness for duty following a medical examination.

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- (d) V/Line may at its discretion, allow Employees to take additional paid leave where they have used all their 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, or in the circumstances set out by sub clause 6.3.3(a)(iii), the Employee must, if required by V/Line, establish by production of a medical certificate from a registered health practitioner or, where obtaining a medical certificate is not reasonable, a 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:
  - (i) the Employee being responsible for the care of the person concerned and;
  - (ii) the person concerned meeting the requirements set out in sub clauses 6.3.3(a)(ii) and (iii).
- (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.

### **6.4. BEREAVEMENT LEAVE / COMPASSIONATE LEAVE**

The provisions of this clause apply to Employees except that Casual Employees are not entitled to payment for any compassionate leave taken under clause 6.4.1.

#### **6.4.1 Paid leave entitlement**

- (a) An Employee is entitled to up to three days leave 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.

#### **6.4.2 Unpaid bereavement Leave**

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

### **6.5 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.



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- (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.

## **6.6. PARENTAL LEAVE**

Subject to the terms of this clause Employees are entitled to paid and unpaid maternity, paternity/partner 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 and part-time employees.

### **6.6.1 Definitions**

- (a) For the purpose of this clause child means a child of the Employee under school age except for adoption of an eligible child where 'eligible child' means a person under the age of 16 years 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.
- (b) For the purposes of this clause, spouse includes a de facto spouse, former spouse or former de facto spouse. The Employee's "de facto spouse" means a person who lives with the Employee as husband, wife or same sex partner on a bona fide domestic basis, although not legally married to the Employee.

### **6.6.2 Basic entitlement**

- (a) After twelve months continuous service, parents are entitled to a combined total of 52 weeks paid and unpaid 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.
- (b) Subject to 6.6.4 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:
- (c) 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 only the one week 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.

### **6.6.3 Maternity leave**

- (a) An Employee must provide notice to V/Line in advance of the expected date of commencement of parental leave. The notice requirements are:
  - (i) 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;

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- (ii) of the date on which the Employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.
  - (b) When the Employee gives notice under 6.6.3 (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.
  - (c) 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.
  - (d) Subject to 6.6.2 hereof and unless agreed otherwise between V/Line and Employee, an Employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
  - (e) Where an Employee continues to work within the six week period immediately prior to the expected date of birth, or is on paid leave under 6.6.12(b) V/Line may require the Employee to provide a medical certificate stating that she is fit to work in her present position. V/Line may require the Employee to start maternity leave if the Employee:
    - (i) does not provide V/Line with the requested certificate within 7 days after the request; or,
    - (ii) within 7 days after the request for the certificate, gives V/Line the medical certificate stating that the Employee is unfit for work.
  - (f) Where leave is granted under 6.6.6(d), during the period of leave an Employee may return to work at any time, as agreed between V/Line and Employee.
  - (g) V/Line can require an Employee to return to work if the Employee has ceased to have responsibility for the care of the child, subject to the following:
    - (i) V/Line must give 4 weeks notice; or
    - (ii) If the Employee has been absent on birth related leave, then the notice cannot be earlier than 6 weeks from the date of the birth of the child.

#### **6.6.4 Personal Illness Leave and Special maternity leave**

- (a) Where the pregnancy of an Employee not then on maternity leave terminates other than by the birth of a living child, then the Employee must as soon as practicable, give notice to V/Line of the need to take leave for such period as a registered medical practitioner certifies as necessary, in accordance with the following:
  - Where the pregnancy terminates during the first 20 weeks, during the certified/notified period(s) the Employee is entitled to access any paid and /or unpaid personal illness leave entitlements in accordance with the relevant personal leave provisions of this Agreement.
  - Where the pregnancy terminates after the completion of 20 weeks, during the notified periods the Employee is entitled to be paid special maternity leave available under clause 6.6.2, and thereafter, to unpaid special maternity leave.
- (b) Where an Employee not then on maternity leave is suffering from an illness whether related or not to the pregnancy an Employee may take any paid personal illness leave to which she is entitled and/or unpaid personal illness leave in accordance with the relevant personal illness leave provisions.

#### **6.6.5 Paternity/Partner leave**

An Employee will provide to V/Line at least ten weeks prior to each proposed period of paternity/partner leave, with:

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- (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 6.6.2 (b) or clause 6.6.7 (a), that he or she will take the period of paternity/partner leave to become the primary care-giver of a child;
    - (ii) particulars of any period of maternity leave sought or taken by his or her spouse; and
    - (iii) that for the period of paternity/partner leave he or she will not engage in any conduct inconsistent with his or her contract of employment.
  - (d) The Employee will not be in breach of 6.6.5 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.

#### **6.6.6 Adoption leave**

- (a) The Employee shall be required to notify V/line with written notice of their intention to apply for adoption leave as soon as reasonably practicable after receiving a placement approval notice from the adoption agency or other approved body.
- (b) The Employee must give written notice of the day when the placement with the Employee is expected to start as soon as possible after receiving a placement notice indicating the expected placement day.
- (c) The Employee must give the following written notice of the first and last days of any period of adoption leave they intend to apply for because of the placement:
  - (i) Where a placement notice is received within a period of 8 weeks after receiving the placement approval notice – before the end of the 8 week period.
  - (ii) Where a placement notice is received after the end of 8 weeks after receiving the placement approval notice - as soon as reasonably practicable after receiving the placement notice.
- (d) As a general rule, the Employee must make application for leave to V/Line at least ten weeks in advance of the date of commencement of long adoption leave and the period of leave to be taken, or 14 days in advance for short adoption leave. 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.
- (e) Before commencing adoption leave, an Employee will provide V/Line with a statement from an adoption agency of the day when the placement is expected to start and a statutory declaration stating:
  - (i) that the child is an eligible child, whether the Employee is taking short or long adoption leave or both and the particulars of any other authorised leave to be taken because of the placement.
  - (ii) except in relation to leave taken simultaneously with the child's other adoptive parent under clause 6.6.2 (b) or clause 6.6.7 (a), that the Employee is seeking adoption leave to become the primary care-giver of the child;
  - (iii) particulars of any period of adoption leave sought or taken by the Employee's spouse; and

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- (iv) that for the period of adoption leave the Employee will not engage in any conduct inconsistent with their contract of employment.
  - (f) An Employee must provide V/Line with confirmation from the adoption agency of the start of the placement.
  - (g) Where the placement of child for adoption with an Employee does not proceed or continue, the Employee will notify V/Line immediately and V/Line will nominate a time not exceeding four weeks from receipt of notification for the Employee's return to work.
  - (h) 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.
  - (i) An Employee seeking to adopt a child is, on the production of satisfactory evidence when requested, 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 V/Line 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, V/Line may require the Employee to take such leave instead.

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#### **6.6.7 Right to request**

An Employee entitled to parental leave pursuant to the provisions of clause 6.6 may request V/Line to allow the Employee:

- (a) to extend the period of simultaneous unpaid parental leave provided for in clause 6.6.2 (c) up to a maximum of eight weeks;
- (b) to extend the period of unpaid parental leave provided for in clause 6.6.2 (a) 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.

- (d) V/Line 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.

#### **6.6.8 Employee's request and employer's decision to be in writing**

The Employee's request and V/Line's decision made under clauses 6.6.7(b) and 6.6.7(c) must be recorded in writing. V/Line's response, including details of the reasons for any refusal, must be given as soon as practicable, and no later than 21 days after the request is made.

#### **6.6.9 Request to return to work part-time**

Where an Employee wishes to make a request under clause 6.6.7(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.

#### **6.6.10 Variation of period of parental leave**

Unless agreed otherwise between V/Line and Employee, where an Employee takes leave under clause 6.6.2(a) and 6.6.7(b) an Employee may apply to V/Line to change the period of parental leave on one occasion. Any such change to be notified in writing at least two weeks prior to the commencement of the changed arrangements.

#### **6.6.11 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 6.6.7.

Where a public holiday occurs during a period of paid parental leave, the public holiday is not to be regarded as part of the paid parental leave and V/Line will grant the Employee a day off in lieu, to be taken by the Employee immediately following the period of paid parental leave.

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#### **6.6.12 Transfer to a safe job**

- (a) 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 V/Line 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.
- (b) If the transfer to a safe job is not practicable, the Employee may take paid no safe job leave, or V/Line may require the Employee to commence paid no safe job leave immediately for a period which ends at the earliest of either
  - (i) when the Employee is certified unfit to work during the six week period before the expected date of birth by a registered medical practitioner; or
  - (ii) when the Employee's pregnancy results in the birth of a living child or when the Employee's pregnancy ends otherwise than with the birth of a living child.

The entitlement to no safe job leave is in addition to any other leave entitlement the Employee has.

#### **6.6.13 Returning to work after a period of parental leave**

- (a) 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.
- (b) 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 6.6.12 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.

#### **6.6.14 Replacement Employees**

- (a) A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred, as a result of an Employee proceeding on parental leave.
- (b) Before V/Line engages a replacement Employee V/Line will inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

#### **6.6.15 Communication during Parental Leave**

- (a) Where an Employee is on parental leave and a definite decision has been made that will have a significant effect on the status, pay or location of the Employee's pre parental leave position, V/Line shall take reasonable steps to:
  - (i) 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
  - (ii) 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.
- (b) The Employee shall take reasonable steps to inform V/Line about any significant matter that will affect the Employee's decision regarding the duration of parental leave

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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.

- (c) The Employee shall also notify V/Line of changes of address or other contact details which might affect V/Line's capacity to comply with 6.6.15 (a).

## **6.7 COMMUNITY SERVICE LEAVE**

### **6.7.1 Meaning of eligible community service activity**

Each of the following is an eligible community service activity:

- (a) jury service (including attendance for the purpose of jury selection) that is required by or under a law of the Commonwealth or of a State or Territory' or
- (b) carrying out a voluntary emergency management activity (within the meaning of s109(2) of the Fair Work Act.; or
- (c) any other activity prescribed by the Fair Work Regulations 2009 from time to time.

### **6.7.2 Entitlement to be absent from employment for engaging in eligible community service activity**

An Employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period if:

- (a) the period consists of one or more of the following:
  - (i) time when the Employee engages in the activity;
  - (ii) reasonable travelling time associated with the activity;
  - (iii) reasonable rest time immediately following the activity; and
- (b) unless the activity is jury service – the Employee's absence is reasonable in all the circumstances.

### **6.7.3 Notice and Evidence Requirements**

Notice

- (a) An Employee who wants an absence from his or her employment to be covered by Community Service Leave must provide V/Line notice of the absence.
- (b) The notice:
  - (i) must be given to V/Line as soon as reasonably practicable (which may be a time after the absence has started); and
  - (ii) must advise V/Line of the period, or expected period, of the absence.

Evidence

- (c) An Employee has given V/Line notice of an absence under 6.7.3 (a) must, if required by V/Line, provide evidence that would satisfy a reasonable person that the absence is because the Employee has been or will be engaging in an eligible community service activity.

Compliance

- (d) An Employee's absence from his or her employment is not covered by the above clauses unless the Employee complies with this clause.

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#### **6.7.4 Payment to Employees (other than casuals) on eligible community service activity**

- (a) This section applies if:
  - (i) in accordance with the above clauses, an Employee is absent from his or her employment for a period because of an eligible community service activity; and
  - (ii) the Employee is not a casual Employee.
- (b) Subject to 6.7.4(c) and (d) below V/Line must pay the Employee at the Employee's ordinary rate of pay for the Employee's ordinary hours of work in the period.
- (c) V/Line may require the Employee to provide evidence that would satisfy a reasonable person.
- (d) If, in accordance with 6.7.4(c) V/Line requires the Employee to provide the evidence referred to in that subsection, the Employee is not entitled to payment under 6.7.4(b) unless the Employee provides the evidence.

#### **6.8 TRADE UNION TRAINING LEAVE**

- 6.8.1 Employees will be entitled to up to five (5) days trade union training leave per year with pay to attend a course(s) (however described) which are directed to improving the skills and knowledge of the participant in the system of workplace relations.
- 6.8.2 Training content may include but is not necessarily limited to knowledge about the system of workplace relations including rights and obligations of employers and employees, skills such as communication, negotiations, dispute resolution and grievance handling, bargaining and agreement making, research equity and discrimination, and health and safety.
- 6.8.3 Release of Employees to attend training is subject to operational requirements.



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## **PART 7: GENERAL ITEMS**

### **7.1. TRAVEL PASS ENTITLEMENTS**

7.1.1 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.

(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 authorised 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 or upon request by V/line.

(d) **Travel Availability**

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

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

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

- (i) Interstate trains beyond Albury or Wolsey
- (ii) Chartered trains, trams and buses
- (iii) Tourist railways and trams
- (iv) 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.

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### **7.1.2 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 travelling 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.

### **7.1.3 Interstate Leave Passes**

#### **(a) Eligibility**

Interstate leave passes will be made available in accordance with the provisions below, to Employees who were employed by V/Line Passenger before 1 July 2003. New Employees engaged by V/Line Passenger after 1 July 2003 will not be entitled to interstate pass entitlements. Employees who as at 4 May 2007 (the date of transfer of Regional Network and Access – Operations – functions to V/Line Passenger) who were eligible for an interstate leave pass, will continue to retain eligibility for the interstate leave pass. Regional Network and Access – Operations Employees who commenced with V/Line Passenger after 4 May 2007 will not be eligible to receive Interstate Free Travel Vouchers

“Greenstar Employees” (being former employees of Greenstar Parcel Service function who commenced employment with V/Line Passenger on 30 July 2009), who were eligible for an interstate leave pass, will continue to retain eligibility for such passes. Former employees of Greenstar Parcel Service who commence employment with V/Line Passenger after 30 July 2009 will not be eligible to receive Interstate Free Travel Vouchers.

Full time Employees who have completed twelve (12) months continuous service and who commenced with V/Line Passenger prior to 1 July 2003 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.

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 leave (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**

Eligible 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) From the date this Agreements commences operation; the issue of Interstate Travel Vouchers to Employees will not be for travel beyond the 'approved capital city' i.e. Melbourne to Brisbane but not Melbourne to Cairns via Brisbane.**

**(e) 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.

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

**7.1.4 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.

**7.1.5 Retired Employee Travel Pass (R.E.T.A)**

**(a) Application**

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This clause 7.1.5 provides for the issue of the RETA to certain Employees of V/Line Passenger as part of the termination of employment benefits in certain circumstances. This clause 7.1.5 applies to two classes of Employees; those who retire and those whose employment is terminated for reason of redundancy.

**(b) Entitlement on retirement**

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
- (ii) by the Employee in circumstances where that Employee has reached the minimum retirement age; and who, at the time of their retirement, 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 7.1.5 (b) (iii) below. (Note: This includes Employees who were transferred from the Regional Network and Access – Operations Group –to V/Line Passenger on 4 May 2007 and Greenstar Parcel service Employees who transferred to V/Line Passenger on 30 July 2009.
- (iii) On or before the termination of the employment of an Employee described in clause 7.1.5 (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.

**(c) Entitlement on redundancy**

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; Employees who were transferred from the Regional Network and Access Operations Group to V/Line Passenger on 4 May 2007 and Greenstar Parcel service Employees who transferred to V/Line Passenger on 30 July 2009.); 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.

**(d) Benefits on death of an employee**

In circumstances where an Employee was entitled to R.E.T.A. benefits in accordance with this clause 7.1.5 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.

**(e) Ineligibility**

Employees who commenced employment with V/Line Passenger after 28 August 1999, including Employees who were transferred from the Regional Network and

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Access Operations Group to V/Line Passenger on 4 May 2007 and Greenstar Parcel service Employees who transferred to V/Line Passenger on 30 July 2009, are ineligible for a retirement pass even if they achieve 20 years service.

(f) **R.E.T.A.**

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;

- (i) Without limiting clause 7.1.5 (d) the terms of a R.E.T.A. issued to an Employee who on 29 August 1999 (including Employees who were transferred from the Regional Network and Access Operations Group to V/Line Passenger on 4 May 2007 and Greenstar Parcel service Employees who transferred to V/Line Passenger on 30 July 2009), had less than 20 years of service with the Public Transport Corporation will not provide for intersystem travel concessions;
- (ii) Those sections of clause 4.4 (Salary Packaging For Superannuation) which refer to the permanent surrender of interstate travel passes take precedence over the provisions of this clause.

## **7.2 TRAINING AND SKILLS DEVELOPMENT**

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. 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.

V/Line will utilise relevant standards in the development and delivery of training, including but not limited to AQF Framework.

### **7.2.1 Career Development Reviews and Plans**

V/Line will continue to improve Employee participation in performance, career development and training reviews. Any program or improvement for Employee participation in performance, career development and training reviews will be subject to the consultation provisions of this Agreement.

## **7.3 TRANSFER 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, i.e. where service with V/Line Passenger counts as service with the new employer, then V/Line will not be liable for payment of any redundancy or severance payments in respect of the termination of employment of such Employees arising from the transfer.

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#### **7.4 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 \$212.06 per financial year.

This rate, which is applicable from 1 July 2009, 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.

#### **7.5 ELECTRONIC DOCUMENT CONTROL AND DISTRIBUTION**

7.5.1 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.

7.5.2 A program of consultation with Employees will be introduced to provide an overview of the new system and encourage appropriate input.

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

#### **7.6 SECURITY REQUIREMENTS**

7.6.1 The Parties covered by this Agreement recognise the importance of national security initiatives and the potential implications for public transport services. Therefore the existing Employees and new Employees may be subject to extensive personal probity checks.

7.6.2 The Parties covered by this Agreement agree that Employees, as part of the security program may be required will wear lanyards and EFTA to improve security and safety.

#### **7.7 TRAIN SERVICES IMPROVEMENT PROJECT (TSIP)**

7.7.1 As a result of an agreement between V/Line and the RTBU the following new classifications have been introduced:

- (a) Driver Training Compliance Officer
- (b) Regional Driver Supervisor
- (c) Conductor Training and Compliance Officer
- (d) Conductor Service Manager

7.7.2 As a consequence of the above the following classifications will no longer apply:

- (a) Locomotive Driver Supervisor
- (b) On Train Supervisor

#### **7.8 AQF FRAMEWORK/CLASSIFICATION STRUCTURE REVIEW**

V/Line will continue to utilise an AQF Framework for classification/structure reviews, where it is appropriate to do so.

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## PART 8 – BUSINESS AND ORGANISATIONAL PRODUCTIVITY INITIATIVES

The Parties covered by this part of the Agreement include:

- V/Line;
- The RTBU (insofar as the RTBU elects to be covered by this Agreement in accordance with section 183 of the Act (Cth) and it is noted in the decision of Fair Work Australia (FWA) to approve the Agreement that the Agreement covers the RTBU); and
- All Employees covered by this Agreement.

### Business and Organisational Productivity Initiatives

This Agreement contains a range of business and organisational productivity initiatives which have been agreed between the Parties covered by this Agreement, and are set out in this Part and the following PARTS:

- PART 9 – Rail Operations, Salaried and Administrative Groups;
- PART 10 – Rail Operations – Network Services; and
- PART 11 – Locomotive Employees.

Initiatives included in this Agreement reflect the commitment of the Parties covered by this Agreement to introduce changes required to meet the service delivery and quality requirements of V/Line's customers into the future.

V/Line will establish consultative frameworks with relevant work groups to allow for input of Employees and their representatives, including the RTBU into the implementation of productivity initiatives included in this Agreement.

The following initiatives have been agreed as applicable to all areas of V/Line's operations and, along with initiatives set out in Parts 9, 10, and 11 of this Agreement have been taken into consideration when determining the wage increases set out in Clause 4.1.1 V/Line may implement each initiative from the commencement of this Agreement.

#### **8.1 Work Disruption Disability Allowance**

The Work Disruption Disability Allowance previously prescribed in Clause 31 of the 2006-2009 Passenger UCA will cease from the date of commencement of this Agreement. This means, for example, that no payments will be made to Employees for disruptions due to routine occupations, station refurbishments, signal box alterations or alterations to track and signalling works etc.

#### **8.2 Recoupment of Overpaid Salaries/Wages**

The Parties covered by this Agreement recognise that V/Line may seek the authority of an Employee to deduct monies owing from an Employee's termination payment. If the monies owing exceed the amount of termination payment, the Employee will pay the balance owing to V/Line on, or before, the date of termination.

It is agreed between the Parties covered by this Agreement, where it is established that an overpayment of salaries/wages and/or allowances has occurred, Employees have an obligation to repay such monies. It is acknowledged that when such amounts involve large

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sums of money and may potentially cause hardship for the Employee, V/Line will negotiate with the Employee to arrange a payment plan which eases the hardship.

In the case of no agreement on the terms of repayment, the Employee agrees to making repayments which do not exceed one tenth (1/10) of the Employee's salary or wages. The Employee may agree to have these amounts deducted from their wages.

Where such repayments/deductions are made, and the Employee still has concerns, the Employee(s) concerned may apply to the General Manager HR for the weekly amount of the repayments to be reduced.

The decision made by the General Manager HR may be appealed in writing to the CEO.

Without derogating from the above, V/Line must consider any proposal made by the Employee with respect to the repayment of the overpayment before making any deduction.

### **8.3 Rationalisation of Uniforms**

Uniforms provided by V/Line and required to be worn by Employees will be reviewed during the life of this Agreement with the aim of rationalising and reducing the cost to V/Line.

A consultative framework will be developed with the relevant work groups involving affected Employees and their union or nominated representatives.

### **8.4 New Rail Services**

All Parties covered by this Agreement support the introduction of new passenger rail services and the return of passenger rail services (e.g. Maryborough) during the life of this Agreement. This will be progressed through the normal consultation requirements of this Agreement.

### **8.5 Future Electrification of the Network**

As part of the Victorian Transport Plan (Regional Rail Link) it is proposed that the Sunbury line will be electrified. the Parties covered by this Agreement agree to support the implementation of changes as a result of the future electrification of the Network and that this will be progressed through the consultation requirements of this Agreement.

### **8.6 Introduction of new technology**

The Parties covered by this Agreement support the introduction of new technology including, but not limited to, the following:

- new on train technology (such as electronic cards for catering and ticket sales for catering and use of EFTPOS by conductors in the buffet);
- increased use of email and internet based facilities e.g. subject to roster limitations, logging on/off and reading and sending emails etc to be utilised within existing shift times but when not possible, to be undertaken during the next available shift;
- replacement of non urban train radio with digital radio;
- new technology radio systems;
- new signalling control technology such as screen based signalling equipment installed for Wendouree, at Ballarat, which replaced Unilever manual panels;
- mobile computing; and
- electronic timesheets



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## **8.7 Recruitment of casual or short term Employees during vocational breaks**

As part of V/Line's workforce planning framework and its attraction and retention strategies, V/Line will undertake the recruitment of short term and/or limited duration Employees during vocational breaks and at weekends. Any such engagements will be on a part-time or short term full-time basis as part of the development of a workforce for the future. These appointments will be made in line with occupational health and safety and other statutory requirements having regard to minimum skills and experience required to perform the tasks. Employees concerned will not perform operational roles as qualified operatives such as Shunter, Yardmaster, Driver, Train Crew, Conductor, Station Staff, Signaller, Track Maintainer etc. They will primarily be rostered to work in short term learning roles under close supervision.

## **8.8 Rail Operations Management System (ROMS)**

The planning and management of V/Line operations is currently performed using a combination of non-integrated systems and paper-based manual processes.

As part of V/Line's commitment to continuous improvement in the quality and efficiency of its service delivery, ROMS will be progressively introduced from 2009. It will provide V/Line with a modern, integrated operations management system to manage timetables, fleet, staff rostering and day-of-operation service delivery.

The computerised rostering system (ROMS) will have the following 3 components:

- SMS (Staff Management System);
- FMS (Fleet Management System);
- TMS (Timetable Management System).

The Parties covered by this Agreement agree to support the implementation of the system during the life of this Agreement and acknowledge that the new ROMS system will result in changes to the format of rosters and other associated documentation.

### **Improvements**

Through ROMS, operational Employees will have access to an integrated operations management system to:

- support long-term planning, short-term planning, platform allocation and day-of-operation management and post-Service transactions and management reporting for Train Services (timetable), fleet delivery and staff;
- enable faster, more efficient design, generation and distribution of new timetables;
- produce efficient, robust, resilient, conflict-free timetables that take into account infrastructure restrictions, business rules and agreements;
- produce staff rosters that take into account passenger service requirements, staff restrictions, business rules and agreements;
- produce fleet allocation and stabling plans that take into account fleet restrictions, business rules and agreements;
- support staff time and attendance capture and award interpretation; and
- support changes and improvements in the railway operation resource planning processes.

### **Training**

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Training will be provided to all Employees who are required to use or view information in ROMS. The training will be to an appropriate level of competence that allows Employees to undertake their daily work activities.

### **Communication**

V/Line will keep all affected Employees informed of the progress of the systems delivery and implementation, and to provide timely advice of any planned changes in the project rollout.

Employees for their part will be able to provide constructive feedback via their supervisor, manager, or elected Employee representatives on any issues they note or foresee, so V/Line is able to take advantage of these observations.

A consultative framework will be developed with the relevant work groups involving Employees and their union or nominated representatives as part of the planning process for the introduction of ROMS.

### **Change**

V/Line will endeavour to avoid or minimise inconvenience that may be experienced by Employees during the implementation process.

## **8.9 Acceptance of New Payroll System**

The Parties covered by this Agreement accept that V/Line intends to introduce a new payroll system which is expected to include provision for electronic sign on and sign off facilities which may include, for example, scanning, and the introduction of "Payforce" standardised pay slips for Employees.

## **8.10 V/Line will be progressively implementing a Rail Resource Management (RRM) program during the life of this Agreements**

The RRM program will promote the optimal use of all available resources (information, equipment and people) to achieve safe and efficient operations. The RRM program aims to optimise teamwork within the operational environment with a focus on threat and error management (i.e. avoidance, management, and mitigation of human error). The Parties covered by this Agreement agree to co-operate and participate in the RRM program and to facilitate its implementation across V/Line, including participating in cross functional RRM teams.

## **8.11 Restructuring of the V/Line business**

The Parties covered by this Agreement agree to cooperate to achieve effective outcomes from the following V/Line business restructure projects:

- the CARS office organisation review;
- integration of the Regional Network Services and V/Line Passenger network planning functions and associated corporate services functions.

## **8.12 Payroll System**

Consistent with the introduction of the new payroll system, the Parties covered by this Agreement accept that annual leave and sick leave will accrue on a daily basis.

## **8.13 Half Pay Sick Pay Credits**

From the date this Agreement commences operation, all half day sick leave credits will be converted to full pay credits.

## **8.14 Training Allowance**

The Parties covered by this Agreement agree that a training allowance of any kind is not payable to Employees, except where immediately before the commencement of this

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Agreement an Employee had an entitlement to such an allowance under an industrial instrument such as a relevant Federal Award or collective agreement made under the Workplace Relations Act 1996 (Cth) that bound V/Line and save for this Agreement otherwise governed the Employee's terms and conditions of employment.

**8.15 Relocation of CARS Office, yardmasters, shunters, drivers, drivers administration and LDS to new permanent accommodation at the Southern Cross Station**

Work Disruption/Disability Allowance payments will not be made when the CARS Office, yardmasters, shunters, drivers, drivers' administration and RDS move to their new permanent accommodation at the Southern Cross Station. The building must be fit for purpose and compliant with existing standards for Employees. (Refer also to Clause 11.21).

**8.16 North East Standardisation Project**

On completion of the North East Standardisation Project (standardisation of the gauge on the north east corridor) including the proposed upgrade works on the Seymour to Albury corridor, there will be no allowances payable to Employees. This will include the relocation of Employees from Wodonga to Albury for which it is agreed that no extra travel time payments will be made and there will not be a relocation payment to Employees required to change work location from Wodonga to Albury. It is acknowledged that work location facilities must be fit for purpose and comply with existing standards for Employees. Any relocation will also be subject to the consultation requirements of this Agreement.

**8.17 Wodonga Bypass**

Subject to the consultation requirements of this Agreement the Parties covered by this Agreement will support changes associated with introduction of the Wodonga bypass.

**8.18 Construction of new platform at Seymour**

Subject to the consultation requirements of the Agreement, regarding platform design and infrastructure, the Parties covered by this Agreement will support construction of the new platform at Seymour, including modification and upgrade of signals and tracks.

**8.19 Standard Gauge Operations**

Subject to the consultation requirements of this Agreement and with appropriate committees, e.g. Department of Transport Rules Committee, the Parties covered by this Agreement will support the introduction of rules associated with standard gauge operations.

**8.20 Victorian Government's "Victorian Transport Plan"**

The Parties covered by this Agreement will support the implementation of initiatives contained in the Victorian Government's "Victorian Transport Plan", and in particular, the following:

- increased capacity of regional rail services with more tracks and more trains (e.g. Regional Rail Link, including Tarneit;
- developing platforms 15 and 16 at Southern Cross Station as a shared platform and shared line;
- re-establishment of the passenger rail services to Maryborough;
- increasing the current order of 54 locally built V/Line train carriages by up to 20 , bringing the total to 74;
- delivering a multi-billion dollar upgrade of regional roads and rail freight under Auslink;
- upgrade of train stations across Victoria;

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- upgrade of road and rail freight network (e.g. grade separation);
  - continued upgrading of level crossings; and
  - North East Rail Revitalisation and Wodonga Rail Bypass.

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## **PART 9: RAIL OPERATIONS, SALARIED AND ADMINISTRATIVE GROUPS – SPECIFIC INITIATIVES**

Employees to whom this part of this Agreement applies are those employed in a classification previously covered by the Railways Traffic, Permanent Way and Signalling Wages Staff Award 2002 and the Railways Salaried Employees (Victoria) Award 2002, excluding those covered by the V/Line Passenger (Infrastructure) Enterprise Agreement 2009 – 2012 and Employees to whom Part 10 of this Agreement applies.

### **SECTION A      NEW INITIATIVES**

The following initiatives have been identified for inclusion in this Part of this Agreement and become eligible for implementation from the commencement of this Agreement.

#### **9.1      Authorised Officer (AO) Classification Structure**

The following classification structure has been agreed between the Parties covered by this Part of the Agreement:

<b>Position</b>	<b>Weekly Pay Rate @ 1.1.09</b>
Trainee Grade 1.1	\$786.84
Trainee Grade 1.2	\$830.79
AO Grade 1	\$961.69
AO Grade 2	\$1039.33
AO Crew Leader	\$1083.35
AO Team Leader	\$1285.16

Trainee Grade 1.1 is the commencement rate which applies during class room training. After successfully completing class room training the trainee will move to Trainee Grade 1.2. Generally this would be expected to take 4 weeks.

After progression to Trainee Grade 1.2, the trainee will then undertake field training under supervision, including assessments. Subject to successful progress, completion of their probationary period and achieving DOI accreditation; the trainee will then move to AO Grade 1. Generally this would be expected to take 20 weeks.

It is expected that V/Line conductors (or other internal staff with similar ticketing and network knowledge) will be able to enter this classification stream at AO Grade 1.

Advancement from AO Grade 1 to AO Grade 2 will be after completion of one year's satisfactory on the job experience, including the balance of the AO training course. At AO Grade 2, the incumbent will be performing the full duties of the role.

Appointment to the position of Team Leader is by promotion and subject to available vacancies.

The AO stream provides for promotional and career path opportunities within V/Line. V/Line will advertise any AO vacancies internally.

In the event that V/Line is unable to recruit suitable internal candidates, normal external recruitment processes will be adopted, after first consulting with the RTBU to ensure all appropriate internal recruitment options have been explored.

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The Parties agree to continue to consult and discuss any issues that may arise in relation to the implementation of the AO classification structure.

## **9.2 Sunday Duty**

The Parties covered by this Part of the Agreement accept that Employees who perform Sunday duty shall not be required to work more than 2 in 3 consecutive Sunday's, 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.

## **9.3 Notification of Shift Alterations**

Employees, when rostered on an "available" (standby) or "available/training" shift, acknowledge that there will be times when, for operational reasons, their shift times may need to be altered. A minimum of 12 hours prior notice will be provided when such alterations occur. This applies to same day shift variations.

## **9.4 Meal Breaks and Crib Breaks**

### **9.4.1 Meal Break**

When possible the arrangement of work for a shift shall be such that Employees shall be allowed an unpaid meal of not less than 30 minutes to be taken within the spread of the shift. Ideally, this break shall be taken as close to mid-shift as possible, no later than the end of the fifth (5th) hour, but shall be taken so as not to disrupt the continuity of the work group's operation.

### **9.4.2 Crib Breaks**

Flexibility between the 2nd and 6th hours of an 8 hour shift shall be exercised. This crib time (20" paid time) shall also be organised to ensure continuity of the V/Line's service and operations.

## **9.5 Change of Shift**

Where practicable, V/Line will provide Employees with not less than 24 hours notice where a change of shift is required, but it is acknowledged that on some occasions, such as during unplanned absenteeism or WOLO restrictions, or other cases of unforeseen circumstances there will be a requirement for daily shift changes without the 24 hour notification, subject to fatigue management etc provisions and or Part 16 of this Agreement.

## **9.6 Banking of Extra Days Off**

The Parties covered by this Part of the Agreement agree that any EDO's not taken or not salary sacrificed in accordance with taxation legislative requirements, by 30 June each year, will be paid out on the first pay after 30 June in each year during the life of this Agreement.

## **9.7 RFR Allowance**

The Parties covered by this Part of the Agreement agree that from the commencement of this Agreement, the current RFR Allowance paid for the North East Standardisation Project will cease and no longer be payable. This allowance will not be payable for future disruptions or line closures.

## **9.8 Cessation of Flexitime**

From the date that this Agreement commences operation, clerical and administrative Employees will no longer be entitled to work flexi time arrangements. The ordinary hours of duty for Employees concerned will be 38 per week to be worked Monday to Friday.

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The span for such ordinary hours will be 7.00am to 7.00pm, with the start and finish times to be determined by V/Line in consultation with Employees concerned. The standard hours of work for an Employee will be Monday to Friday, 8.30am to 5.06pm (inclusive of a 1 hour unpaid meal-break) unless otherwise agreed. Any request to alter the standard arrangements will be considered by V/Line and approval will not be unreasonably withheld.

### **9.9 New Ticketing System**

The Myki ticketing system for Victorian public transport is based on Smartcard technology that involves contact-less, stored-value scanning on and scanning off.

It is agreed that during both the transition and implementation of the new ticketing system there will be changes to existing work practices that may require station and other staff to have new and additional skills. Amongst other things it is also acknowledged that during the commissioning phase the existing and new Myki systems may be required to run in parallel.

There will be also be significant changes to the fares and conditions which will require staff education and training. This change will not only impact on staff but also V/Line's customers, therefore it is anticipated that station staff will be required to provide additional advice and assistance while the new system is being introduced and implemented.

During the implementation phase conductors and authorised officers will be required to test and accept the functionality of the M3 handheld device. It is agreed that there will be full cooperation in regard to training and trialling of the hand held device. It is also agreed that there will be full cooperation of the hand held device being accepted operationally.

Further, during 2009/2010 there are critical dates and milestones that have to be achieved.

The Parties covered by this Part of the Agreement are committed to ensuring the successful implementation of Myki. There will be no future wage payments or work value reclassification claims being sought from any employee groups (with the exception of the already agreed work value conductor review) in regard to any changes to work practices associated with the implementation of Myki.

All rail operations Employees who have a customer interface (conductors, station/booking staff, customer service supervisors, authorised officers, shunters) will also work with V/Line to ensure that customers understand and accept the new ticketing system.

It is agreed in the event that temporary short-term staff are required to assist in the transition phase e.g. Myki mates, that these Employees will have a pre-defined period of employment.

### **9.10 Emergency Conductors**

Customer Service Supervisors (Southern Cross) and Station Assistants and Station Officers across the State, will undertake the Emergency Conductor role on an as required basis (on completion of training).

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. (Note: This paragraph has been carried forward from the 2006 – 2009 Passenger UCA).

### **9.11 Conductors "Downtime" while at Southern Cross**

At Southern Cross Station, Conductors during "down time", i.e. where they are not rostered for other duties, will perform customer service duties when required due to operational reasons, i.e. assist at the Coach Terminal, ticket checking and general customer service duties.

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**9.12 Shunters to Attach/Detach Driver Only Crewed Locomotives to Carriage Sets**

Southern Cross Station Shunters will attach locomotives to carriage sets that are/are not associated with run-arounds, subject to the Master Roster. It is acknowledged this task is also undertaken by available Drivers when rostered Shunters are not available.

(This arrangement is expected to result in a saving of 2 drivers but will require an additional shunter).

**9.13 Locking of Roads/Tracks**

Shunters currently undertake the locking of roads/tracks as required for maintenance tasks and will continue to perform this duty.

**9.14 Cabling Up of the Modified Wash Flat and Operation of Wash Plant**

Shunters will undertake cabling up of the modified wash flat and any other task associated with the washing of a carriage set, including the operation of the wash plant at Southern Cross on night shift, pending negotiations regarding the introduction of night shift.

**9.15 North East Power Vans (Conversion to Standard Gauge)**

Conductors will be trained in the operation and initial fault finding on power vans following their conversion to standard gauge. Any issues that might arise from this initiative will be addressed through the consultative processes of this Agreement.

**9.16 H Sets loss of Power**

In conjunction with current operational procedures, where H Sets lose power Conductors will, where appropriate, lock doors and place all passengers/customers in one or more carriages. Passengers will be under the supervision of the conductor (or other competent employee delegated by the Conductor) until the train arrives at its final destination.

**9.17 Introduction of new rolling stock**

The Parties covered by this Part of the Agreement will work together to ensure there are no impediments to the introduction of new and/or modified rolling stock as and when received during the life of the Agreement. Any issues that may cause an impediment to the introduction of new rolling stock will be managed through the Enterprise Wide Risk Management process and if required the Dispute Settlement Procedures of this Agreement.

**9.18 Driver Only Operations in Stabling Yards**

The Parties covered by this Part of the Agreement acknowledge that driver only operations and the work practices that are currently in place at Bendigo, Ballarat, Traralgon and Seymour stabling yards will continue.

**9.19 Geelong Passenger Yard**

All persons covered by this Part of this Agreement reaffirm the commitment made in the 2006 – 2009 Passenger UCA regarding revised work practices – Geelong Pass Yard. This commitment being:

*“The Geelong Passenger Yard will continue to function as a “Shunters Yard” with the exception of the hours between 0200 on Saturdays to 2100 on Sundays or on public holidays when reduced working/services apply*

*The parties agree 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.*



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*The RTBU Operations and Locomotive Divisions 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 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 VLocities through the wash facility subject to modification to the plant.*

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

## **9.20 Stabling at Geelong Pass Yard**

At V/Line's management discretion, locomotives, VLocity trains, and Sprinters will be stabled in the Geelong Passenger Yard. A joint working party will be established to review and implement stabling arrangements at the Geelong Pass Yard.

## **9.21 V/Locity Toilets**

In the event that there is one defective toilet per unit on a V/Locity, Conductors agree to allow the train to continue to run, i.e. be allowed to depart (including from Southern Cross) and until it returns to Southern Cross. If a disabled passenger is travelling on the train, and it is the disabled toilet which is defective, the Conductor will assist in making alternative travel arrangements for the person to complete their journey.

## **9.22 Stabling Rolling Stock at South Dynon**

The Parties covered by this Part of the Agreement agree that rolling stock will be stabled and maintained at South Dynon. The placement of these vehicles will be Driver Only operation. Shunters will be needed where reconfiguration of loco haul sets and or marshalling is required.

## **9.23 Movements at South Dynon to be Driver Only**

9.23.1 When infrastructure has been modified to agreed standards V/Line will move towards the stabling of carriage sets at South Dynon depot. The number of movements will be based on road capacity at the facility.

9.23.2 The only exceptions to this will be in the event that a carriage has been red- carded which will necessitate the involvement of a Southern Cross Shunter.

9.23.3 The Parties covered by this Part of the Agreement accept that these movements, including run-arounds, will be carried out as a Driver Only function.

## **9.24 Current Operations Reviews**

The Parties covered by this Part of the Agreement agree that the current reviews of the train control classification structure, Conductor, Customer Service Supervisors and Southern Cross Station Shunters and Yardmasters will continue.

## **9.25 Conversion of N-Set carriages and N-Class loco's to standard gauge**

The Parties covered by this Part of the Agreement acknowledge that the conversion of N-Set carriages and N-Class locomotives to standard gauge may result in work practice changes and agree to work cooperatively with the introduction of such changes.

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## **SECTION B ON-GOING PRODUCTIVITY INITIATIVES FROM PREVIOUS AGREEMENTS.**

The following productivity initiatives have been previously agreed and form part of this Agreement. Where the initiatives have not already been implemented then the normal consultative processes referred to in the "Productivity Initiatives General" section at the commencement of this Part will apply.

### **9.26 Radio Shunting**

The Parties covered by this Part of the Agreement agree to participate in working parties established to examine and develop the concept of radio shunting aimed at achieving improvements in efficiency and enhancements to safety at the Spencer Street Station (now known as the Southern Cross Station) precinct.

The working parties will be comprised of representatives of V/Line management, the RTBU and Employees. The purpose of the working parties is to provide opportunities for input from shunters and work cooperatively in developing and implementing agreed strategies to introduce efficient and safe radio shunting processes and procedures.

Should the working parties be unable to reach agreement on any particular matter(s) that arise as a consequence of these reviews, "Dispute Settlement" provisions of the Agreement will be applied.

### **9.27 Introduction of VLocity Trains**

The Parties covered by this Part of the Agreement agree that all VLocity Services shall operate with one conductor for each service up to a maximum of three sets; multiple sets of four or more will require two conductors.

Familiarization and training of conductors required to work multiple unit services will be performed by V/Line prior to conductors being rostered to work any such service.

The Parties covered by this Part of the Agreement agree to conduct a joint review of revenue protection and related operational requirements to apply prior to commencement of the flagship express services to be introduced under the 2006 Service Plan

### **9.28 Critical Incidents - Release of Personal Contact Details**

As part of V/Line's enhanced OH&S program, arrangements will be made for Employees' personal contact details to be released to emergency services staff and other relevant persons in situations where Employees are involved in an accident which requires critical incident support.

### **9.29 Customer Service Standards**

9.29.1 The Parties covered by this Part of the Agreement agree to participate in consultative processes to review customer service standards and where appropriate develop and implement new standards to meet V/Line's requirements, including the wearing of name badges for all Employees.

9.29.2 The consultative processes will involve representatives of V/Line management, the RTBU and Employees. The Parties covered by this Part of the Agreement agree to work cooperatively in reviewing all existing customer service standards in order to ensure that they meet V/Line's overall requirements and that V/Line's service standards are sufficient to meet its community obligations.

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9.29.3 The wearing of name badges will be introduced on a voluntary basis to operate as early as practicable after the date of certification of this Agreement. The Parties covered by this Part of the Agreement accept that it would be V/Line's responsibility to promote the wearing of name badges and that in doing so, it will consult with Employee representatives and the RTBU on design, distribution etc.

### **9.30 Driver Only Run Around at Regional Terminal Locations**

9.30.1 The Parties covered by this Part of the Agreement acknowledge that V/Line needs to identify and introduce as many operational efficiencies as possible. In this regard, the Parties covered by this Part of the Agreement have agreed that where infrastructure has been modified to agreed standards, yards may be converted to driver only – operations subject to completion of the relevant consultative processes.

9.30.2 Where this occurs, the Parties covered by this Part of the Agreement propose that the movement of rollingstock within yards will be observed and/or assisted by suitably qualified Station personnel at regional terminal locations e.g. Swan Hill, Warrnambool etc.

9.30.3 The Parties covered by this Part of the Agreement agree to work together to implement this practice during the life of the Agreement.

### **9.31 Relocation/Removal Expenses**

9.31.1 Employees who apply for voluntary transfer to another location may, at V/Line's discretion, be required to fund their own relocation/removal expenses should their application be successful.

9.31.2 Paid time for relocation will continue to apply.

9.31.3 Any disputes that arise through administration of this clause will be dealt with through the settlement of disputes provisions in Clause 2.2 of this Agreement.

9.31.4 The provisions of this clause will not apply in situations where Employees are required by V/Line to permanently transfer from one location to another. All existing entitlements will continue to apply to Employees who fall into this category.

### **9.32 Head End Power / Power Supply to N or Z type Carriages**

Where there is one (1) power source, i.e. HEP or AGS (with manual back up) functioning on a train and there are sufficient seats to meet passenger requirements, trains will be permitted to arrive and depart Southern Cross Station for 48 hours. Should HEP and AGS fail, the train can return to Southern Cross on manual but must be shunted on arrival.

### **9.33 Managing Work/Life Balance**

9.33.1 After extensive discussions V/Line and the RTBU Rail Divisions (being Rail Operations and Salaried and Administrative Divisions) have agreed to jointly examine ways and means of improving "Work/Life Balance" during the life of the Agreement.

9.33.2 The Parties covered by this Part of the Agreement have agreed that as part of this process, action will be taken to introduce a pilot "Job Share" work program under agreed terms and conditions that will be monitored and amended where necessary. The general principles developed and applied will be used by the parties to jointly promote "Job Share" arrangements as part of V/Line's overall program for managing work life balance.

9.33.3 The concept of "Job Share" may not be practicable for application in all areas of V/Line's operations and that the terms and conditions to be applied will need to be explicit in all respects to avoid there being any misunderstandings about how the arrangements are to be applied.

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9.33.4 Introduction of these arrangements will not diminish Employee entitlements under other awards or certified agreements other than conversion to pro rata entitlements based on the revised ordinary hours worked.

**9.34 OPR Initiatives**

9.34.1 The Parties covered by this Part of the Agreement agree to work together to identify opportunities to improve service reliability and punctuality without compromising safety.

9.34.2 When circumstances are such that the interiors of all trains are not cleaned (and sufficient seating capacity is available to meet customer requirements), these trains will be able to operate in service for one return journey to assist and minimise customer inconvenience.

**9.35 Rail Safety Workers Category 2 and 3 - Medical Examinations**

From the date of the V/Line Passenger Rail Operations Employees Supplementary Agreement 2005, Employees classified as Rail Safety Workers in Categories 2 and 3 will attend for periodical/cyclical medical examinations outside of working hours with no payment or time in lieu.

**9.36 Productivity & Revenue Improvement**

9.36.1 Suitable qualified Station Staff and Conductors may be called upon to perform alternate duties including ticket checking at platforms, alternate coach services (pick up and set down), etc.

9.36.2 The Parties covered by this Part of the Agreement agree to monitor the effectiveness of these arrangements on an ongoing basis. These arrangements will be incorporated into a work instruction.

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## **PART 10 – RAIL OPERATIONS NETWORK SERVICES – SPECIFIC INITIATIVES**

Employees to whom this part of this Agreement applies are those employed in a classification listed in the table of classifications, "Table B - Rail Operations Services" in Part 15 of this Agreement.

### **SECTION A – NEW INITIATIVES**

The following initiatives have been identified for inclusion in this Part of this Agreement and become eligible for implementation from the commencement of this Agreement.

#### **10.1 Sunday Duty**

Employees covered by this Part of the Agreement who perform Sunday duty shall not be required to work more than 2 in 3 Sunday's, except in a case of emergency or where practically 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.

#### **10.2 Notification of Shift Alterations**

Employees, when rostered on an "available" (standby) or "available/training" shift, acknowledge that there will be times when, for operational reasons, their shift times may need to be altered. When such alterations occur, prior notification of a minimum of 12 hours will be provided. This applies to same day shift variations, subject to award provisions.

#### **10.3 Working Hours – Signals Employees**

Signalling Employees performing signalling tasks at locations where 38 hour week operations can be achieved within the roster will, from the date of commencement of this Agreement, revert to standard 38 hour working week provisions (i.e. there will be no EDO's). Work performed outside the 38 hours will be paid at the appropriate overtime rates. Training will continue to take place. Subject to the consultative requirements of this Agreement, a re-roster at CENTROL to remove West Tower EDO relief and to reduce other shifts to enable training to continue will be carried out.

#### **10.4 Signallers – Revised Home Base Arrangements**

When a signaller is required to work at a location away from his normal home base depot, which does not involve overnight accommodation, the Employee will be provided with an appropriate means of transport in accordance with V/Line motor vehicle policy which may include a V/Line vehicle on the evening prior to the journey. The following arrangements will then apply:

- (a) the Employee will be deemed to have commenced duty when commencing the journey from home;
- (b) there will be no daily meal payment.

Where overnight accommodation is required Travel and Incidental Expenses will be payable in accordance with this Agreement.

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#### **10.5 Provision of and wearing of Uniforms**

V/Line will provide Uniforms to Network Services Department [NSD] Operations Employees at specified locations where formal customer contact is required (e.g. involving ticket selling, luggage assistance etc) and the Employees will be required to wear the V/Line uniforms when on duty. V/Line will continue to provide personal protective equipment (PPE) where it is required for a specific role and for OHS reasons.

#### **10.6 Issue of Spectacles and Safety Glasses**

From the commencement of this Agreement, the RNA policy letter sent to RNA Employees dated 25 August 2008, will no longer apply to RNA (NSD Operations) Employees, but they will be entitled to the V/Line Passenger Reimbursement of Spectacles entitlements as provided under clause 7.4 of this Agreement.

#### **10.7 Banking of Extra Days Off (EDO's)**

The 2006-2009 Passenger UCA provided for the balance of accruals to be paid out in full the first pay period after 30 June 2009. The Parties covered by this Part of the Agreement accept that any subsequent EDO's not taken or not salary sacrificed in accordance with taxation legislative requirements by 30 June each year, be paid out on the first pay after 30 June in each year during the life of this Agreement.

Train Control Employees will be allowed to retain up to 15 EDO's at any given time to provide paid leave entitlements consistent with leave required to be taken under the current annual leave roster. Accruals in excess of 15 days as at the 30 June each year will be paid out in full in the first pay period after that date each year.

#### **10.8 On Going Review of Regional Passenger and Freight Network**

The Parties covered by this Part of the Agreement agree to continue to review the regional and passenger and freight network, investigating possible improvements to capacity and performance, safe working and other potential efficiencies.

#### **10.9 Integration of Train Redirection Officers (TRO) contracted roles into Network Services Department (NSD) regional signalling duties for Latrobe, Ballarat, Bendigo and Geelong RFR corridors.**

Station announcement tasks at 16 unstaffed stations on the four Regional Fast Rail corridors for unplanned platform changes will be transferred from D.o.T funded contract personnel to Train and Signal control staff within the Network Services Department.

Implementation of this initiative will be conducted in accordance with V/Line's change management policy, including risk assessments with relevant stakeholders and a review of current V/Line IMS procedures and CURA system data to ensure appropriate control measures are in place for the successful introduction of the changes.

Train Control staff at Central and Regional Signal control staff at Geelong, Ballarat and Bendigo will undertake the announcement tasks and the contracted staff currently performing the tasks will be afforded the opportunity to apply for current V/Line position vacancies as if they are internal Employees and in accordance with V/Line recruitment policy.

#### **10.10 Current Operations Reviews**

The Parties covered by this Part of the Agreement agree that the current review of the train control classification structure is to continue.

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## **SECTION B – INITIATIVES FROM V/LINE REGIONAL NETWORK AND ACCESS – OPERATIONS UNION COLLECTIVE AGREEMENT 2007-2009 (“2007 AGREEMENT”)**

In addition to the above, the Parties covered by this Part of the Agreement agree that the following clauses from the 2007-2009 Operations UCA will continue to apply during the life of this Agreement.

### **HOURS OF WORK AND RELATED MATTERS**

#### **10.11 ROSTERING AND SHIFT ARRANGEMENTS**

- (a) Rosters and shift arrangements will be determined by V/Line to meet the needs of the business having regard to notice and other conditions set out in Parts 16 and 18 unless provided for elsewhere in this Agreement.
- (b) V/Line will consult with Employees affected and their representatives on the impact of the changes and will have regard to any concerns or issues raised in finalising and implementing any new roster or shift arrangements.

#### **10.12 LIMITATION OF PENALTY PAYMENTS**

Overtime shall not be paid for twice and penalty additions will not exceed double time other than for duty on a public holiday

#### **10.13 MEAL and /or CRIB BREAKS**

- (a) When possible, the arrangement of work for a shift shall be such that Employees shall be allowed an unpaid meal break of not less than 30 minutes to be taken within the spread of the shift. Ideally, this break shall be taken as close to mid-shift as possible, no later than the end of the fifth (5th) hour, but shall be taken so as not to disrupt the continuity of the work group's operations.
- (b) Flexibility shall be exercised at all times, and when the nature of the work requires a “straight shift”, a twenty (20) minute crib break shall be applied without deduction of pay. The crib time shall also be organised to ensure continuity of V/Line's operations.

#### **10.14 Overtime Meal**

Any Employee working overtime shall be allowed a crib break of (20) minutes without deduction of pay after each four hours of work, but this provision shall not prevent any agreed arrangement being made for the taking of a longer meal interval without pay.

#### **10.15 Shift Work AVAILABILITY**

- (a) Shift workers shall be required to make themselves available to work shifts as determined by V/Line from time to time.
- (b) An Employee, employed to work a rostered shift work, shall be given a copy of the rostered hours they are required to work at least two (2) weeks prior to the commencement of each roster.

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- (c) At least twenty four (24) hours notice shall be given to an individual Employee who is requested to change rostered shifts.
  - (d) At least fourteen (14) days notice shall be given to Employees if it is intended to alter agreed rosters.
  - (e) Whilst an Employee works on rotating shifts or permanent night shift, he/she shall be considered to be a Shift Worker for the purposes of this clause.

#### **10.16 OH & S REPRESENTATIVES TRAINING LEAVE**

- (a) An Employee elected as an Occupational Health and Safety Representative may be granted five days paid leave to undergo introductory or refresher training which will be provided by the employer.
- (b) The training should be undertaken as soon as practicable after appointment, having regard to the availability of course places and work requirements.
- (c) The granting of leave applies only to the first period of election.
- (d) Further training in health and safety, in such matters as specific hazard courses, safe working practices or to provide necessary emergency services should be undertaken as appropriate and at management's discretion as to timing.
- (e) Payment is not to be made for travelling time in addition to the leave granted.
- (f) Leave to attend courses is not to be debited against any leave entitlements.
- (g) Payment is to be as for a normal rostered shift and to include shift allowance, site disability allowance or any all purpose allowance regularly paid but not for rostered overtime that would otherwise have been worked.
- (h) Payment is not to be made for incidental allowances such as dirt, heat, fumes allowances etc, as may be paid intermittently.
- (i) Where an Employee works shifts, attendance should be scheduled where practical to maintain the shift pattern and not exceed the normal number of shifts.



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## **10.17 INITIATIVES CARRIED FORWARD FROM V/LINE REGIONAL NETWORK AND ACCESS – OPERATIONS – UNION COLLECTIVE AGREEMENT 2007-2009**

### **APPENDIX 1: PRODUCTIVITY IMPROVEMENTS**

The Parties covered by this Part of the Agreement agree that innovation and flexibility in hours of work, work practices and conditions of employment are fundamental to the success of the business.

To encourage these practices, the Parties covered by this Part of the Agreement accept and adopt an approach to the business that will allow work to be structured to meet V/Line's obligations to its clients.

The Parties covered by this Part of the Agreement agree that continuous improvement and the acceptance of ongoing change are fundamental to the success of the business. Where change is necessary to accommodate the process of continuous improvement, the change will be introduced with reference to the process specified in the "Introduction of Change" clause 2.1.1 in this Agreement and will include rail safety accreditation obligations. All Employees will be involved in the continuous improvement process.

The following business improvement initiatives will be examined jointly by the Parties covered by this Part of the Agreement through a fully consultative process:

#### **10.17.1 Major Project Initiatives**

The Parties covered by this Part of the Agreement agree to support the introduction of the following major project initiatives during the life of this Agreement:

- (a) The Geelong Rail Access Improvement Project
- (b) The government project to upgrade level crossings at various locations in regional Victoria.

#### **10.17.2 Other Matters**

- (a) Regional Network and Access – Operations (RNA - Operations) –now known as V/Line Rail Operations – Network Services - conditions of employment to be aligned to V/Line operational staff conditions where it is deemed appropriate to do so.
- (b) RNA – Operations currently employ casual staff [non fixed term] and some contracted agency staff [Skilled] This is expected to continue. This initiative will in no way limit V/Line's ability to utilise casual Agency Employees as and when required.
- (c) LaTrobe corridor signal control to be reviewed to ascertain whether signal control can be converted from Automatic Track Controller [signaller working under direction of a train controller] to Centralised Track Controller [combined signaller/train Controller role].
- (d) Traralgon to Sale and Bairnsdale to be reviewed to assess the benefits of conversion to train order working.

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- (e) During the life of the Agreement, a review will be conducted aimed at achieving potential productivity improvements by maximizing the synergies between V/Line and Rail Operations functions including signalling and customer service.

#### **10.17.3 Security Requirements**

The Parties covered by this Part of the Agreement recognise that the national review of security in Australia could have implications for public transport services. It is accepted therefore that existing Employees and new Employees may be subject to more extensive personal probity checks. The Parties covered by this Part of the Agreement agree that V/Line Employees, as part of the security program may be required to wear lanyards and EFTA to improve security and safety.

#### **10.17.4 Relocation/Removal Expenses**

Employees who apply for voluntary transfer to another location may, at V/Line's discretion, be required to fund their own relocation/removal expenses should their application be successful.

Paid time for relocation will continue to apply.

Any disputes that arise through administration of this clause will be dealt with through the settlement of disputes provisions of this Agreement.

The provisions of this clause will not apply in situations where Employees are required by V/Line to permanently transfer from one location to another. All existing employee relocation/removal entitlements will continue to apply to Employees who fall into this category.

#### **10.17.5 Critical Incidents - Release of Personal Contact Details**

As part of V/Line's enhanced OH&S Program, arrangements will be made for Employee personal contact details to be released in situations where Employees are involved in an accident which requires "critical incident support".

#### **10.17.6 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.

#### **10.17.7 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 Master Time Table.

A program of consultation will be developed 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 various staff may be required to assist with tuition during the implementation process.

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## **PART 11 LOCOMOTIVE EMPLOYEES - SPECIFIC INITIATIVES**

### **SECTION A NEW INITIATIVES**

The following initiatives have been identified for inclusion in this Part of the Agreement and become eligible for implementation from the commencement of this Agreement.

Employees to whom this part of this Agreement applies are those employed in a classification listed in clause 12.3 in Part 12.

#### **11.1 Relieving Expenses**

Where a Driver is required to provide relieving duty and the location where the temporary relief is to be provided is geographically closer to their home residence than their normal headquarters, they will be paid a car allowance for the distance from home residence to the temporary location and return, plus a wasted meal allowance.

#### **11.2 Driver External Appointments – Travel and Incidental Expenses**

When a Driver is recruited externally, all new appointees are to be initially based at the Southern Cross Station for training purposes, prior to posting to a home depot. No Travel and Incidental Expenses will be payable whilst they are located at Southern Cross Station undertaking their training. An exception will be where the Employee is living in a country location beyond the regional depots of Geelong, Bendigo, Ballarat, Traralgon and Seymour. In such cases V/Line will pay full T&I expenses.

#### **11.3 Stony Point**

The Parties covered by this Part of the Agreement acknowledge that the Victorian Government is currently reviewing options relating to the permanent placement of this function, including possibly under the metro franchisee or V/Line Passenger and appropriate arrangements will be entered into to reflect the outcome of the review process.

#### **11.4 Banked excess leave or supplementary leave**

- 11.4.1 The 2006-2009 Passenger UCA provided for the balance of accruals of excess work hours which have been “banked” (supplementary leave) are to be paid out in full the first full pay period after 30 June 2009.
- 11.4.2 It has been agreed as a term of this Agreement that Employees will again be allowed to retain and or accrue excess hours (supplementary leave) subject to the following conditions.
- 11.4.3 Accrued hours are for use in conjunction with other leave clearances, emergency or other unforeseen circumstances and will only be allowed to accrue where Employees concerned have submitted a written notice to payroll of their desire to do so.
- 11.4.4 For year ended 30 June 2009 written notices will have to be submitted to V/Line by not later than two weeks from the date of commencement of this Agreement. Employees who do not submit a written application will have their supplementary leave balances paid out in accordance with the 2006-2009 Passenger UCA at the earliest possible date after commencement of this Agreement. Employees, who do submit a written request within the time required, will be permitted to retain up to a maximum of 160 hours as at the date of commencement.
- 11.4.5 For the year ending 30 June 2010 and each year thereafter, Employees who wish to carry forward a balance of up to 160 hours (being the maximum carryover balance allowed), or, subject to the provisions of 11.4.6 below, accrue additional excess hours in lieu of payment in the following financial year, will be required to submit a written application to do so to payroll by not later than 31 May each year.

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- 11.4.6 Employees who elect to retain and carry forward the maximum bank of 160 hours into the next year, will not be entitled to accrue any additional hours during the carryover year and any hours in excess of the maximum 160 as at 30 June in any given year will be paid out.
- 11.4.7 In the absence of written requests as per the requirements of this clause, all unused credits as at the 30 June each year will automatically be paid out in the first full pay fortnight in July.
- 11.4.8 In all other cases all excess hours worked will continue to be paid in the fortnight in which they are worked. (Consistent with the original provision introduced via Clause 34.1 of 2006-2009 Passenger UCA.)

#### **11.5 V/Locity Toilets**

In the event that there is one defective toilet per unit on a V/Locity, the train will still run, i.e. be allowed to depart (including from Southern Cross) and until it returns to Southern Cross. If a disabled passenger is travelling on the train, and it is the disabled toilet which is defective, alternative travel arrangements will be made for the person to complete their journey. The remaining operable toilet must be fit for service for driver only operational requirements.

#### **11.6 Shunters to Attach/Detach Driver Only Crewed Locomotives to Carriage Sets**

At Southern Cross Station Shunters will attach and detach locomotives to carriage sets that are/are not associated with run-arounds, as detailed in the Master Roster. It is acknowledged this task is also undertaken by available Drivers when rostered Shunters are not available.

(The arrangement is expected to result in a saving of 2 drivers but will require an additional shunter.)

#### **11.7 Multiple Single Corridor Running**

The Parties covered by this Part of the Agreement agree to allow multiple runs on any given corridor in a shift (provided that no more than 2 return runs are done on the same corridor in the same shift (the exception being the Stony Point service) in accordance with the Locomotive Grade Relevant Employees Rostering Code and the relevant fatigue management principles.

The following principles will apply:

- 11.7.1 Shifts to be no more than 8 hours.
- 11.7.2 No Available time during the shift.
- 11.7.3 30 minute meal break (plus walking time) to be provided at Melbourne or the home depot, as agreed.
- 11.7.4 The aim is to achieve balanced distribution of these shifts between country depots and Southern Cross Station.
- 11.7.5 Traralgon and Seymour to be excluded.
- 11.7.6 Even balance of shifts to be day/afternoon at each depot.
- 11.7.7 If possible, one leg to be express and/or travel.

(This initiative is expected to achieve a saving of a maximum of six Drivers.)

#### **11.8 Reduced distance/time for Drivers (Car Driving)**

The Parties covered by this Part of the Agreement agree to review the distance/time clause for Drivers (Clause 59 of 2006-2009 Passenger UCA) with a view to achieving reduced times (e.g. the 40km time distance from 30 minutes to 25 minutes etc). It is agreed this will be achieved by way of a number of representative trials organised by way of a consultative framework involving affected Employees and their Union or nominated representative.

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### **11.9 Heat Speed Restrictions (WOLO's)**

Subject to the consultation provisions contained in this Agreement, the Parties covered by this Part of the Agreement will facilitate Driver cooperation regarding changes to WOLO processes. For example, Drivers to accept WOLO notifications (or withdrawals) direct from CENTROL and note on the preparation dockets.

### **11.10 Checking of Sand by Locomotive Drivers**

Checking of sand will be undertaken during preparation procedures and the checking of sand levels during refuelling is not required and will not be undertaken.

### **11.11. DMU Fuelling and Stabling arrangements at Bendigo, Ballarat and Geelong**

The Parties covered by this Part of the Agreement agree to co-operate and support the implementation of driver only DMU fuelling and stabling arrangements currently under development at Bendigo, Geelong and Ballarat, subject to V/line's Enterprise Wide Risk Management process, (which will include identification and implementation of infrastructure and driver only requirements, involving the OH&S driver only working party).

(This initiative is expected to achieve a saving of a maximum of 3 Drivers.)

The Parties covered by this Part of the Agreement also agree to extend the current Driver only operations at Bendigo to other locations, subject to consultation and OH&S requirements and V/line's Enterprise Wide Risk Management process, (which will include identification and implementation of infrastructure and driver only requirements, involving the OH&S driver only working party).

### **11.12 Ad Hoc Locomotive Fuelling at Sprinter Fuel Point**

From time to time there is a requirement to fuel locomotives at the Sprinter Fuel Point car siding at Southern Cross Station. Fuelling will occur at this facility on an ad hoc basis as required without the need for consultation. Note: During such events EDI must carry out the normal maintenance servicing requirements such as water, oil, brake blocks etc and any other maintenance activities on faults. This event is to be confined to single fuellings (a locomotive is not to have two consecutive fuellings under this arrangement).

(This arrangement is based on an occurrence of once per week.)

### **11.13 Alternative Driver Duties**

From sign on time until sign off, Drivers may be required to perform alternative duties, provided that, unless otherwise agreed at the time, the alternative duties can be completed within the allocated shift time, subject to compliance with the Locomotive Grade Employees Rostering Code. Examples are any emergency situations such as loco or staff shortages (2 drivers reduced to 1 driver) avoiding cancellations, late running or conversancy issues.

### **11.14 Test Runs and Cab Committee**

It is acknowledged that there will be some occasions where Test Runs will not be required prior to rolling stock going into service ex Newport workshops.

Occasions when a test run is required are as follow:

- 11.14.1 Locomotives ex CCO, ICC exams or bogie change.
- 11.14.2 Locomotives, Sprinters and V/Locity ex Wheel Lathe associated with recent rough ride history.
- 11.14.3 Sprinters ex refurbish and exams.
- 11.14.4 Carriage sets requiring brake curve tests.

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- 11.14.5 Ex workshops re trial modification fitment, dependent upon modification eg if it relates to a saloon modification for sprinter or V/Locity, then test run not required.
  - 11.14.6 Ex safety critical/traction faults (excluding traction motor changes.)
  - 11.14.7 Brake defects will require a static test or test run.
  - 11.14.8 Cab Committee will be trained to test for static transition and static dynamic brake test.

**Not to be tested:**

- 11.14.9 Carriage sets ex exam unless request by EDI/VLP engineering
- 11.14.10 Locomotives ex exam (excluding above) that have been refurbished (brake test only required)
- 11.14.11 Ex wheel lathe no rough ride history for locomotives, sprinters and V/Locity trains.

The Parties covered by this Part of the Agreement agree to review the role of the CAB Committee and to develop a roster for Committee members including one morning and one afternoon roster with trains on these rosters to run as test trains where appropriate.

**11.15 Security Requirements**

The Parties covered by this Part of the Agreement accept that employees are required to carry building passes to gain access to certain facilities. Procedures are to be developed to deal with access arrangements. Employees are also to carry ID/security passes.

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## **SECTION B ON-GOING PRODUCTIVITY INITIATIVES FROM PREVIOUS AGREEMENTS.**

The following productivity initiatives have been previously agreed and form part of this Agreement. Where the initiatives have not already been implemented then the normal consultative processes referred to in the "Productivity Initiatives General" section at the commencement of this Part will apply.

### **11.16 Driver Recruitment**

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

- (a) Open recruitment of Drivers and/or trainees from any source, either internal or external;
- (b) 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.
- (c) 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.
- (d) Non acceptance of positions offered to "eligible" Connex Drivers will result in deletion from the right of return list so that over time option (c) is phased out and all subsequent recruitment will be in accordance with options (a) and (b).

NOTE: Refer Clause 11.2 re travel and incidental expense provisions for external appointments.

### **11.17 Locomotive Shutdowns**

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 during the life of this Agreement.

### **11.18 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.

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 the RTBU 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.

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

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

Drivers will move Sprinters and Vlocities through the wash facility subject to modification of the plant.

#### **11.19 Operation of Sprinters and V'locity Trains**

11.19.1 When circumstances are such that the interiors of Sprinters and V'locity trains are not cleaned (and sufficient seating capacity is available to meet customer requirements), these units will be able to operate in service for one return journey to assist and minimise customer inconvenience.

11.19.2 The provisions of this clause do not apply to Sprinter trains with a defective toilet. V'locity trains with a defective toilet will continue to operate subject to the conditions set out in Clause 11.5.

#### **11.20 Stabling of V'locity Trains at Geelong Station**

V'locity Trains will be stabled at Geelong Passenger Yard in lieu of the Geelong Locomotive Depot. Servicing may still be undertaken at Geelong Locomotive Depot.

#### **11.21 Relocation of Crew Facilities**

Whilst it was agreed that there will be no adjustment to walking times during the course of the constructing the new Southern Cross crew facilities, it is agreed that a review of walking times will be conducted when all drivers have been relocated to their permanent facility to determine whether any adjustment (plus or minus) is necessary to existing arrangements.

#### **11.22 Critical Incidents - Release of Personal Contact Details**

11.22.1 As part of V/Line's enhanced OH&S Program, arrangements will be made for Employee personal contact details to be released to the critical incident support provider, i.e. Barrington's or equivalent provider, in situations where Drivers are involved in an accident which requires "critical incident support".

11.22.2 The effectiveness of this process is to be monitored. will be developed and circulated to all relevant managers and Drivers as part of a communications program that will include a general survey to update contact details.

#### **11.23 Fasting for Medicals**

Current arrangements associated with payments for fasting are to be limited to each principal medical examination. Any follow up examination associated with results from the principal examination that requires a repeat of the fasting process will be in the Driver's own time and attract no payment. This excludes situations where the above follow-up examination is required through no fault of the Driver.

#### **11.24 Driver Only Operation - Warrnambool**

11.24.1 Conversion of the South Geelong to Warrnambool corridor to Driver Only Operations can now proceed, subject to completion of the normal consultative processes and driver only requirements.

11.24.2 Where the introduction of Driver Only results in surplus Drivers, action will be taken to redeploy those involved onto other work with progressive reductions achieved through natural attrition



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### **11.25 Driver Only and New Service Plan**

- 11.25.1 It is acknowledged that new service plans will have Driver Only services operating between the hours of 0100 hours and 0500 hours.
- 11.25.2 The current Driver Only Agreement will continue during these hours. Any “driver only” shift that finishes between the hours of 0100 – 0500 will be a maximum of 6 hours. Eg 10.00pm – 4.00am. Similarly any shift that involves timetabled train departure (excludes time required for sign on; preparation etc duties) from one location/station for another station/location, and the timetabled departure time is prior to 0500 hours, will also be limited to six (6) hours.

### **11.26 Radio Shunting**

Should V/Line decide to proceed with the implementation of radio shunting to the Southern Cross Station precinct, Employees will support radio shunting following consultation by V/Line with the RTBU.

### **11.27 Relocation/Removal Expenses**

- 11.27.1 Drivers who apply for voluntary transfer to another location may, at V/Line’s discretion, be required to fund his or her own relocation/removal costs. Paid time for relocation will continue to apply.
- 11.27.2 Any disputes that arise through administration of this clause will be dealt with through the settlement of disputes provisions of this Agreement.

### **11.28 Platforms 13 and 14 at Spencer Street**

- 11.28.1 The Parties covered by this Part of the Agreement acknowledge that because these platforms service “running roads”, it is difficult to carry out vehicle repairs. It has been agreed therefore that when a non safety critical fault is discovered, trains will be permitted to run through to destination and on the return trip to shunt at Spencer Street for repairs.
- 11.28.2 This same principle will be applied at other stations where non safety critical faults are unable to be repaired whilst the train is en route due to the absence of adequate repair facilities.
- 11.28.3 The Parties covered by this Part of the Agreement agree to jointly develop a list of safety critical defects and appropriate ‘trigger’ points that do not apply and or impact upon this Clause.
- 11.28.4 Application of these initiatives will be processed through the consultative provisions of this Agreement.

### **11.29 “N” Class push-pulls**

The Parties covered by this Part of the Agreement have agreed that driver only “N” Class push-pull arrangements will apply as and when operational needs dictate.

### **11.30 Movement of Sprinter and VLocity trains in and around Geelong Yards**

Pilot crews at Geelong will be available when operational needs require moving Sprinters and VLocity trains within and between Geelong Yards and around the general Geelong precinct.

### **11.31 Redundancy/Redeployment/Retraining/ Transfer**

- 11.31.1 Employees in receipt of an All Purpose wage who accept redeployment, retraining or redundancy will qualify for entitlements relative to the respective arrangement outlined in Part 15 of the Agreement unless otherwise agreed.

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11.31.2 Employees who undertake transfer from one location to another will qualify for the Transfer and Travel Entitlements outlined in V/Lines Procedures or as otherwise specified in the Agreement, or as agreed.

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## **PART 12 ALL PURPOSE WAGE FOR LOCOMOTIVE GRADE EMPLOYEES**

### **12.1 APPLICATION**

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 12.3.

The All Purpose Wage and Rostering Code set out in this Part and Part 13 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.

Parts 12 and 13 of this Agreement shall prevail to the extent of any inconsistency with any term or terms contained in any other Part of this Agreement.

### **12.2 ALL PURPOSE WAGE RATE**

All Locomotive-grade Employees will be paid the All Purpose Rate outlined in the attendant wage rates table except as provided for in clauses 13.12(e) – Public Holidays accrued prior to 3 September 1995. 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.

Appropriately trained Locomotive Drivers may be utilised to provide Practical Driver Training, as nominated by the relevant V/Line Manager.

## 12.3 WAGE RATES

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

Classification <i>Locomotive Grades</i>	Weekly \$ @ 1.07.2009 2%	Weekly \$ @ 1.01.2010 2%	Weekly \$ @ 1.07.2010 2%	Weekly \$ @ 1.01.2011 3%	Weekly \$ @ 1.07.2011 3%	Weekly \$ @ 1.01.2012 3%
Trainee New Start	683.85	697.53	711.48	732.82	754.81	777.45
	-	-	-	-	-	-
Trainee Stage 2 (Qualified Second Person)	967.82	987.17	1006.92	1037.12	1068.24	1100.28
	(755.47)	(770.58)	(785.99)	(809.57)	(833.86)	(858.87)
Trainee 12 months	1093.79	1115.67	1137.98	1172.12	1207.28	1243.50
	(881.44)	(899.07)	(917.05)	(944.57)	(972.90)	(1002.09)
Locomotive Driver	1784.42	1820.11	1856.52	1912.21	1969.58	2028.66
	(1288.91)	(1314.69)	(1340.98)	(1381.21)	(1422.65)	(1465.33)
Regional Driver Supervisor / Driver Training Compliance Officer	2141.32	2184.15	2227.83	2294.66	2363.50	2434.41
	-	-	-	-	-	-
Practical Driver Trainer allowance per hour	\$6.88	\$7.02	\$7.16	\$7.37	\$7.59	\$7.82

Rates shown in brackets represent the base rates of pay for these classifications.

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## **PART 13 LOCOMOTIVE GRADE EMPLOYEES ROSTERING CODE**

### **13.1 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 12 of this Agreement.

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

The Parties covered by this Part of the Agreement 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 and other supplementary agreements which define, in more specific terms, a number of broad references contained herein.

### **13.2 ORDINARY TIME OF DUTY**

- (a) 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.
- (b) 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 13.6 – Guarantee, of this Agreement.
- (c) 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.

### **13.3 ROSTERING COMMITTEE/CONSULTATIONS**

- (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.

#### **13.3.1 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.

### **13.3.2 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 13.6 – Guarantee.
- (c) Employees shall make themselves available to work reasonable additional shifts/ time outside of master roster allocations to ensure train running requirements are met.

### **13.3.3 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) Where necessary, Driver crew to work up to nine and a half (9½) hours including driving departmental car to the destination. Driver Only (DOO) to work up to 8 hours including car driving.
- (e) Shifts with Two Drivers can operate up to 11 hours in duration.

### **13.3.4 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 \$21.80, and increase in accordance with the incremental wage adjustments specified in clause 4.1.1.

### **13.3.5 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.

### **13.3.6 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.

### **13.3.7 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.

### **13.3.8 Meal Breaks – Multiple Single Corridor Running**

When Drivers are rostered/required to perform 'Multiple Single Corridor Running', in accordance with clause 11.7 of this Agreement, a 30 minute meal break (plus walking time) will be provided at Melbourne or the home depot, as agreed.

## **13.4. ALTERATIONS TO ORIGINAL SIGN ON TIME**

### **13.4.1 Home Depot**

- (a) In altering the daily roster, V/Line Passenger may be required to change an Employee's sign-on time 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.

### **13.4.2 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.

### **13.4.3 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 13.4.2 – Rest Location; 13.4.4(a) minimum when going to rest.

### **13.4.4 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 2009 the barracks bed allowance will be \$85.60 and increase in accordance with the incremental wage adjustments provided for in clause 4.1.1.

#### **13.4.5 Meal Allowances**

- (a) From the beginning of the first pay period commencing on and after 1 January 2009 the payment of Meal Allowances under the All Purpose Rate arrangements is \$21.80, and will increase in accordance with the incremental wage adjustments in clause 4.1.1. The entitlement for the frequency and number of meals is in accordance with relevant provisions in clause 17.7 in Part 17 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 \$21.80, such amount to increase in accordance with the incremental wage adjustments provided for in clause 4.1.1. This clause replaces entitlements otherwise payable under clause 17.7.7(a).

#### **13.5. MINIMUM PAYMENT**

- (a) 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.
- (b) 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.

#### **13.6 GUARANTEE**

- (a) 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.
- (b) 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.
- (c) 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.
- (d) The guarantee will be withdrawn during any fortnight that an employee is not available for all work offering in accordance with Clause 13.6(a). During that fortnight the Employee will be paid only for the actual hours worked.
- (e) 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.
- (f) Where Employees 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.

### **13.7 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.

### **13.8 EQUALISATION OF ADDITIONAL WORK**

Subject to limitations in clause 3.1.6, 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.

### **13.9 EXCHANGE OF SHIFTS**

- (a) An exchange of shift between Employees covered by this Agreement will be permitted subject to the provisions of this Agreement and fatigue management requirements being adhered to and the exchange of shifts approved.
- (b) 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.

### **13.10 TIMESHEETS**

- (a) 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.

- (b) 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, in accordance with Australian Taxation Office requirements.
- (c) The provisions of this clause may be subject to alteration based on the outcome of developments referred to in clause 8.9 of this Agreement.

### **13.11 REPORTING BACK FOR DUTY**

- (a) 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.
- (b) 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.

### **13.12 PUBLIC HOLIDAYS**

- (a) Payment for additional Public Holiday penalties is included in the All Purpose rate.
- (b) 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		

- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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.

#### **13.12.1 Public Holiday Credits (On Going Credits)**

From the date of commencement of this Agreement, any public holiday credits that become due up to 30 June in each year and not cleared or salary sacrificed will be paid out in the first full

pay period after 30 June provided that Employees who so wish may elect to retain a balance of up to 10 days.

#### **13.12.2 Public Holiday Credits (Existing Credits)**

All public holiday credits accumulated (including pre-Aggregate Wage credits, where applicable) are to be used by 30 June 2010. If not taken or salary sacrificed, they will be paid out in the first pay after 30 June 2010 provided that Employees who so wish may elect to retain a balance of up to 10 days.

#### **13.13 ANNUAL LEAVE**

- (a) 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.
- (b) 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.
- (c) 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.

##### **13.13.1 Annual Leave:**

An Employee's entitlement to paid annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.

- (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.
- (c) All leave will be paid in hours subject to a maximum deduction of 80 hours for any fortnight.
- (d) A full time Employee taking 5 weeks annual leave will have 200 hours deducted from annual leave credits except where a public holiday(s) falls within the period of leave.
- (e) 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.

13.13.2 The following periods do not count as service for annual leave accrual purposes:

- (a) any period of unauthorised absence;
- (b) any period of unpaid leave or unpaid authorised absence other than;
  - (i) a period of absence on Community Service Leave taken under the provisions of clause 6.7; or
  - (ii) a period of stand down under the provisions of clause 3.4; or
  - (iii) a period of leave as prescribed by the Fair Work Act Regulations 2009.

#### **13.13.3 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.

#### **13.14 PERSONAL/CARER'S 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.

##### **13.14.1 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/carer's 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.

##### **13.14.2 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.

##### **13.14.3 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.

#### **13.14.4 Worker's Compensation – Make-Up Pay**

Where an Employee is injured at work and is off work and receiving Worker's Compensation, V/Line will arrange for the payment of the difference between the Worker's Compensation received 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.

#### **13.14.5 Other Requirements/Entitlements**

All other provisions of clause 6.3 (Personal/Carer's Leave) of this Agreement shall apply to Locomotive Employees in relation to Personal/Carer's leave requirements.

### **13.15 BEREAVEMENT / 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.

#### **13.15.1 Paid leave entitlement**

- (a) An Employee is entitled to up to three days leave 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.

#### **13.15.2 Unpaid bereavement Leave**

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

### **13.16 ADDITIONAL DUTIES**

- (a) When V/Line Passenger requires an Employee for tasks other than their ordinary rostered duties, this time is to be paid at not less than the All Purpose Rate.
- (b) All personnel assisting the Driver of a Driver Only train must be suitably qualified to the agreed standard.

### **13.17 TRAINING**

13.17.1 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.

#### **13.17.2 Continuation and Other Training at Alternative Locations**

- (a) The current practice of conducting all training for regionally based drivers in Melbourne will no longer apply.
- (b) Continuation and other training will, where practicable, be arranged to take place at locations within the driver's region.

### **13.18 TEMPORARY TRANSFER/RELIEVING**

- (a) 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 17 of this Agreement.
- (b) Relieving at another depot on a daily basis due to staff shortages will be implemented by agreement between the Parties covered by this Part of the Agreement.

#### **13.18.1 Depot Relief/Secondments**

- (a) Expressions of interest be invited on a State wide basis from drivers interested in being appointed to "Depot Relief" positions at various depots as agreed between the Parties covered by this Part of the Agreement.
- (b) Depot Relief positions will be strategically located to improve driver availability for or at country locations to provide crew relief (for whatever reason).
- (c) Employees who nominate for these positions will not be entitled to receive Travelling and Incidental Expenses when working within their nominated depot relief work locations. The Employee will be entitled to receive travelling allowance, if required to work outside the nominated work area.

### **13.19 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 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.

### **13.20 DRIVING COMPANY MOTOR VEHICLES**

- (a) 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.
- (b) 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.
- (c) 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 in the event of an accident causing personal injury.

### **13.21 DRIVER TRAINING AND COMPLIANCE OFFICER/REGIONAL DRIVER DRIVING UNDER CERTAIN CONDITIONS**

#### **TRAIN SERVICES IMPROVEMENT PROJECT (TSIP) RESTRUCTURE**

As a result of an agreed restructure, the following new classifications have been introduced;

- Driver Training and Compliance Officer [DTCO's]
- Regional Driver Supervisor [RDS's]

The occupant of the above positions (Driver Training Compliance Officer and Regional Driver Supervisor) will be required to drive trains for not less than 20 rostered shifts in a 12 month period in accordance with existing custom and practice.

- (a) DTCO or RDS will not be rostered to perform part shift appointed duties and part shift driving duties.
- (b) DTCO or RDS DTCO or RDS DTCO or RDS can undertake the following train movements -
  - (i) Where a Driver fails to report and DTCO or RDS is travelling, the DTCO or RDS may complete the one way journey. Not applicable to Southern Cross Station.
  - (ii) Where DTCO or RDS 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 DTCO or RDS 's immediate assistance could help reduce delays and assist in the service recovery process.
- (c) Time worked under provisions of sub-clause 13.21(b) counts towards the minimum period referred to in clause 13.21.

As a consequence of the above restructure, the Locomotive Driver Supervisor classification will no longer apply.



## **13.22 TIME ALLOCATIONS FOR TRAVELLING AND TRAVELLING & INCIDENTAL EXPENSES SCHEDULE**

### **13.22.1 Motor Vehicle**

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

- Under 1.6 litre capacity= \$0.63 per kilometre
- Between 1.601 litre capacity and 2.6 litre = \$0.74 per kilometre
- Over 2.6 litre capacity = \$0.75 per kilometre

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

### **13.22.2 Motor Cycles**

- Under 250 cc capacity = \$0.28 per kilometre
- 250cc capacity and over = \$0.37 per kilometre

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

## **13.23 MINIMUM STANDARDS OF ACCOMMODATIONS FOR RESTING CREWS**

### **13.23.1 Motel Accommodation**

Separate rooms for individuals.

- (a) Room to be equipped with en suite shower, hand basin and toilet.
- (b) Continental breakfast supplied i.e. cereal, milk, fruit juice, toast, butter and spreads, coffee, tea and sugar.
- (c) Coffee tea, milk, biscuits and cutlery.
- (d) Access to Telstra/Optus phone, (including 1800 freecall facility to enable uncharged calls to be made to the: employer or employer-supplied mobile phone.
- (e) Rooms to be fitted with heavy curtains or blinds for crews resting in the daylight hours.
- (f) Rooms to be situated at furthest point from traffic and/or other extraneous peripheral noise to eliminate sleep disruption during rest period.
- (g) Rooms to be situated at furthest point from swimming pools, games rooms, etc, to eliminate sleep disruption during rest period.
- (h) Motel to be as close as possible to shopping facilities.
- (i) Taxi or Car to be supplied for transport of crew and kit and overnight bags to and from motel.
- (j) Room is booked until crew train departure time.
- (k) Room to be suitably/adequately heated.

- (l) Room to be equipped with table, chair and arm-chair/divan.
- (m) Room to be equipped with smoke alarm.
- (n) Bed to have electric blanket.
- (o) Room must be air-conditioned.
- (p) Room must be equipped with own kettle, toaster, alarm radio, small refrigerator and television.
- (q) Microwave oven supplied.
- (r) All rooms to be maintained daily, soap, clean towels and linen to be re-supplied.
- (s) Supply of fly spray to be kept in the room.
- (t) Extra breakfast provided for extended barracks detention.

#### **13.24 TIME ALLOCATIONS FOR LOCOMOTIVE DRIVERS AT V/LINE PASSENGER -DECEMBER 1998**

##### **13.24.1 Sign On & Travel**

Sign On: (All inclusive: peruse notice-cases, email, rosters and collect radio) 10 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.

##### **13.24.2 Walking Times**

All walking times to 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

**# NOTE:** These times (walking times) are to be the subject of review in accordance with the provisions of Clause 11.21 of this Agreement.

### 13.24.3 Train Preps:

Second-person prepare Passenger train

3-5 vehicle sets 10# mins.

6 vehicles or more 20# mins

# Where NO train Examiner is provided. If a Train Examiner is provided the second-person is to carry out the train prep during the brake test.

### 13.24.4 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 (FXI 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.

### 13.24.5 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 mins
Cab unattended Procedure		6 mins.

# To be reviewed due to TPWS/RFR.

### 13.24.6 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

### 13.24.7 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

#### **13.24.8 Fuelling Locomotives**

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

#### **13.24.9 Fuelling Sprinters**

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

#### **13.24.10 Fuelling V/Locities**

It is accepted that the interim times established at Bendigo fuel point, on 5 November 2008, for two and three car V/Locities will continue to operate until such time as further fuelling trials can be conducted, which will include a representative from the Department of Transport. The interim fuelling times at Bendigo are as follows:

Two Car V/Locity	37 minutes
Three Car V/Locity	70 minutes

It is acknowledged that the above times contain 'checking sand boxes'.

A working party will be established to determine fuelling times for V/Locities at all locations.

#### **13.24.11 Sign On And Travel Per Motor Vehicle**

10mins plus additional time for distance as shown.  
Road vehicle travelling times (based on 80 km/h)

<b>Distance (kms)</b>	<b>Time Allowed</b>
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.

#### **13.24.12 Time Allowance For Sprinter Operation # To be reviewed (additional equipment on vehicles e.g TPWS)**

Daily Prep	30mins per unit
Trip prep (required each time a new Driver takes over a Sprinter)	
Sprinter shutdown	8mins
Sprinter running	6mins
Changing ends – reversing direction	2mins (plus 1/2min for each additional Sprinter)
Stabling	5 mins (plus 1 min for each additional Sprinter.)
Coupling 2 Sprinters	20 Mins with one Driver (passengers must not be on board);  7 mins with 2 Drivers
Uncoupling 2 Sprinters	15 mins with one Driver;  6 mins with two Drivers  (passengers may stay on board)

#### **13.24.13 V/Line Passenger Locomotives**

Time from train arrival till loco available to go to South Dynon	30mins
Time from Spencer Street Yard to South Dynon Loco depot	15mins
Time to fuel loco	20mins
Time to reblock loco	20mins
Provisioning and dewatering toilets at Wash Shed	20mins
Time to wash loco	20mins
Time from South Dynon loco depot to Spencer Street Yard	15mins
Total time for whole operation	140mins

## VLOCITY PREPARATION TIMES

### Primary Preparations

1x2 car VLocity	60 minutes	
1x3 car VLocity	77 minutes	
2x2 car VLocity	143 minutes	Includes coupling and continuity tests
1x2 car VLocity +1 -3 Car VLocity	160 minutes	Includes coupling and continuity tests
2x3 car VLocity	177 minutes	Includes coupling and continuity tests
3x2 car VLocity	210 minutes	Includes coupling and continuity tests

### Secondary Preparations

1x2 car VLocity	33 minutes	
1x3 car VLocity	45 minutes	
2x2 car VLocity	89 minutes	Includes coupling and continuity tests
1x2 car VLocity +1 -3 Car VLocity	101 minutes	Includes coupling and continuity tests
2x3 car VLocity	113 minutes	Includes coupling and continuity tests
3x2 car VLocity	129 minutes	Includes coupling and continuity tests

### All Tasks

2 car VLocity full prep	60 minutes	
2 car VLocity secondary prep	33 minutes	
3 car VLocity full prep	77 minutes	
3 car VLocity secondary prep	45 minutes	
Couple VLocity	7 minutes	
Uncouple VLocity	3 minutes	Plus additional time for passenger/station requirements if required. Plus stable if required.
<b>Follow up previous papers</b>		
Continuity Test	16 minutes – Driver only 2 Drivers at platform (as per attach) 5 minutes 2 man in yard	Irrespective of number of units
Change ends	2.5 minutes -1 2 car unit	+30 seconds each additional car
Stable	10 minutes	Per Unit

**Note:** A primary preparation is required for all VLocity units ex CMD

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## **PART 14 AGGREGATE WAGE FOR PASSENGER OPERATION EMPLOYEES – SPENCER STREET**

### **14.1 APPLICATION**

- (a) 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.
- (b) The Aggregate Wage Agreement provided for in clause 14.2 of this Part will be maintained in accordance with the increases in clause 4.1.1 of this Agreement.

### **14.2 THE AGGREGATE WAGE**

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

#### **14.2.1 The Aggregate Allowance**

- (a) Passenger Operations Employees will be paid the Aggregate Allowance outlined in the wage rate at Part 15 of this Agreement. The Aggregate Allowance has been calculated so that it includes compensation for:
  - i. Shift Penalties
  - ii. Weekend/Public Holiday Penalties
  - iii. Disability Allowance

#### **14.2.2 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.

#### **14.2.3 The Aggregate Wage**

- (a) A Passenger Operations Employee who is ready, willing and available to perform 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 15 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.

### 14.3 PUBLIC HOLIDAYS

- (a) 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

- (b) 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

#### 14.3.1 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 (14.3a) <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 14.4 – 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 (14.3b)	Treated as a normal rostered off day – factored into rate.

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



#### **14.4 UNDER TIME**

- (a) 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 14.4, V/Line can roster or via mutual agreement make up the shortfall during the course of that fortnight. The process is as follows:
  - (i) Rostered by Mutual Agreement; or
  - (ii) Call-in.
- (b) 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.
- (c) Provided further that payments made stand alone and are not recognised as shifts for the purposes of calculating overtime.
- (d) Where an Employee has unreasonably withheld his labour to make up under time, V/Line 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 2.2 of this Agreement.
- (e) 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.
- (f) 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.

#### **14.5 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 \$ 22.20 from 1 July 2009 .

This allowance will be adjusted by increases provided for in clause 4.1.1 from 1 January 2010 onwards.

#### **14.6 DISPUTE RESOLUTION**

Any dispute arising from application of the Aggregate Wage arrangements in this Part shall be dealt with in accordance with the clause 2.2 of this Agreement.

## PART 15 - SCHEDULE OF PAY RATES AND CLASSIFICATION AND ALLOWANCES

GRADE	DESC	WKLY HRS	RATE	SALARY/ DAILY PAID	CURRENT WEEKLY	@ 01/07/2009	@ 01/01/2010	@ 01/07/2010	@ 01/01/2011	@ 01/07/2011	@ 01/01/2012
						2%	2%	2%	3%	3%	3%
SD4 64	ADMIN OFF CLASS 6 DIV 1	38	\$30.7388	Salary	\$ 1,168.07	\$ 1,191.44	\$ 1,215.26	\$ 1,239.57	\$ 1,276.76	\$ 1,315.06	\$ 1,354.51
PT03 5	CHIEF COND	38	\$20.6662	Daily Paid	\$ 785.32	\$ 801.02	\$ 817.04	\$ 833.38	\$ 858.38	\$ 884.14	\$ 910.66
PS0 58	CLERK C1 D1	38	\$21.7481	Salary	\$ 826.43	\$ 842.96	\$ 859.82	\$ 877.01	\$ 903.32	\$ 930.42	\$ 958.33
PS0 59	CLERK C1 D2	38	\$22.3059	Salary	\$ 847.62	\$ 864.58	\$ 881.87	\$ 899.51	\$ 926.49	\$ 954.29	\$ 982.91
PS0 63	CLERK C2 D1	38	\$23.8356	Salary	\$ 905.75	\$ 923.87	\$ 942.35	\$ 961.19	\$ 990.03	\$ 1,019.73	\$ 1,050.32
PS0 64	CLERK C2 D2	38	\$25.3220	Salary	\$ 962.24	\$ 981.48	\$ 1,001.11	\$ 1,021.13	\$ 1,051.77	\$ 1,083.32	\$ 1,115.82
PS0 65	CLERK C3 D1	38	\$26.1481	Salary	\$ 993.63	\$ 1,013.50	\$ 1,033.77	\$ 1,054.45	\$ 1,086.08	\$ 1,118.66	\$ 1,152.22
PS0 66	CLERK C3 D2	38	\$26.6938	Salary	\$ 1,014.36	\$ 1,034.65	\$ 1,055.34	\$ 1,076.45	\$ 1,108.75	\$ 1,142.01	\$ 1,176.27
PS0 67	CLERK C4 D1	38	\$27.4977	Salary	\$ 1,044.91	\$ 1,065.81	\$ 1,087.13	\$ 1,108.87	\$ 1,142.14	\$ 1,176.40	\$ 1,211.69
PS0 68	CLERK C4 D2	38	\$28.1680	Salary	\$ 1,070.38	\$ 1,091.79	\$ 1,113.63	\$ 1,135.90	\$ 1,169.98	\$ 1,205.08	\$ 1,241.23
PS0 69	CLERK C5 D1	38	\$29.0476	Salary	\$ 1,103.81	\$ 1,125.88	\$ 1,148.40	\$ 1,171.37	\$ 1,206.51	\$ 1,242.71	\$ 1,279.99
PS0 70	CLERK C5 D2	38	\$29.7366	Salary	\$ 1,129.99	\$ 1,152.59	\$ 1,175.64	\$ 1,199.16	\$ 1,235.13	\$ 1,272.18	\$ 1,310.35
PS0 71	CLERK C6 D1	38	\$30.7205	Salary	\$ 1,167.38	\$ 1,190.73	\$ 1,214.54	\$ 1,238.83	\$ 1,276.00	\$ 1,314.28	\$ 1,353.71
PS0 72	CLERK C6 D2	38	\$31.4070	Salary	\$ 1,193.47	\$ 1,217.34	\$ 1,241.68	\$ 1,266.52	\$ 1,304.51	\$ 1,343.65	\$ 1,383.96
SKR	CLERK C7 D1	38	\$32.3950	Salary	\$ 1,231.01	\$ 1,255.63	\$ 1,280.74	\$ 1,306.36	\$ 1,345.55	\$ 1,385.91	\$ 1,427.49
SKS	CLERK C7 D2	38	\$33.0809	Salary	\$ 1,257.07	\$ 1,282.22	\$ 1,307.86	\$ 1,334.02	\$ 1,374.04	\$ 1,415.26	\$ 1,457.72
PT03 4	COND	38	\$19.7123	Daily Paid	\$ 749.07	\$ 764.05	\$ 779.33	\$ 794.92	\$ 818.76	\$ 843.33	\$ 868.63
PB9	FGT OPS EMP	38	\$29.3731	Daily Paid	\$	\$ 1,138.50	\$	\$	\$	\$	\$

06	4A				1,116.18		1,161.27	1,184.50	1,220.03	1,256.63	1,294.33
PS1 08	FMN SUPV C5 D2	38	\$29.2465	Salary	\$ 1,111.37	\$ 1,133.59	\$ 1,156.27	\$ 1,179.39	\$ 1,214.77	\$ 1,251.22	\$ 1,288.75
PS1 12	FMN SUPV C7 D2	38	\$31.8062	Salary	\$ 1,208.64	\$ 1,232.81	\$ 1,257.46	\$ 1,282.61	\$ 1,321.09	\$ 1,360.72	\$ 1,401.55
PT11 3	GUARD C1	38	\$20.1229	Daily Paid	\$ 764.67	\$ 779.96	\$ 795.56	\$ 811.47	\$ 835.82	\$ 860.89	\$ 886.72
PT11 2	GUARD C2 D4	38	\$19.8652	Daily Paid	\$ 754.88	\$ 769.98	\$ 785.37	\$ 801.08	\$ 825.11	\$ 849.87	\$ 875.36
PT12 0	GUARD C2 TPC TA	38	\$20.8796	Daily Paid	\$ 793.42	\$ 809.29	\$ 825.48	\$ 841.99	\$ 867.25	\$ 893.27	\$ 920.06
PS1 52	MISCELLANEO US C2 D2	38	\$23.6949	Salary	\$ 900.41	\$ 918.41	\$ 936.78	\$ 955.52	\$ 984.18	\$ 1,013.71	\$ 1,044.12
PS1 54	MISCELLANEO US C3 D2	38	\$24.9012	Salary	\$ 946.25	\$ 965.17	\$ 984.47	\$ 1,004.16	\$ 1,034.29	\$ 1,065.32	\$ 1,097.28
PS1 56	MISCELLANEO US C4 D2	38	\$26.1033	Salary	\$ 991.93	\$ 1,011.76	\$ 1,032.00	\$ 1,052.64	\$ 1,084.22	\$ 1,116.74	\$ 1,150.25
PG2 60	MOTOR CAR DVR	38	\$19.1688	Daily Paid	\$ 728.41	\$ 742.98	\$ 757.84	\$ 773.00	\$ 796.19	\$ 820.07	\$ 844.68
PB3 20	PAS OPS EMP 2C	38	\$24.9372	Daily Paid	\$ 947.61	\$ 966.57	\$ 985.90	\$ 1,005.62	\$ 1,035.78	\$ 1,066.86	\$ 1,098.86
PB3 20	PAS OPS EMP 2C	40	\$25.9828	Daily Paid	\$ 1,039.31	\$ 1,060.10	\$ 1,081.30	\$ 1,102.93	\$ 1,136.01	\$ 1,170.09	\$ 1,205.20
PB3 21	PAS OPS EMP 3A	38	\$25.5450	Daily Paid	\$ 970.71	\$ 990.12	\$ 1,009.93	\$ 1,030.13	\$ 1,061.03	\$ 1,092.86	\$ 1,125.65
PB3 21	PAS OPS EMP 3A	40	\$26.6172	Daily Paid	\$ 1,064.69	\$ 1,085.98	\$ 1,107.70	\$ 1,129.86	\$ 1,163.75	\$ 1,198.66	\$ 1,234.62
PB3 22	PAS OPS EMP 3B	38	\$27.4853	Daily Paid	\$ 1,044.44	\$ 1,065.33	\$ 1,086.64	\$ 1,108.37	\$ 1,141.62	\$ 1,175.87	\$ 1,211.15
PB3 22	PAS OPS EMP 3B	40	\$28.6378	Daily Paid	\$ 1,145.51	\$ 1,168.42	\$ 1,191.79	\$ 1,215.63	\$ 1,252.10	\$ 1,289.66	\$ 1,328.35
PB3 23	PAS OPS EMP 4A	38	\$29.6709	Daily Paid	\$ 1,127.49	\$ 1,150.04	\$ 1,173.04	\$ 1,196.51	\$ 1,232.40	\$ 1,269.37	\$ 1,307.45
PB3 23	PAS OPS EMP 4A	40	\$30.9158	Daily Paid	\$ 1,236.63	\$ 1,261.36	\$ 1,286.59	\$ 1,312.32	\$ 1,351.69	\$ 1,392.24	\$ 1,434.01
PB3 24	PAS OPS EMP 4B	38	\$33.0129	Daily Paid	\$ 1,254.49	\$ 1,279.58	\$ 1,305.17	\$ 1,331.28	\$ 1,371.21	\$ 1,412.35	\$ 1,454.72
PB3 24	PAS OPS EMP 4B	40	\$31.3622	Daily Paid	\$ 1,254.49	\$ 1,279.58	\$ 1,305.17	\$ 1,331.27	\$ 1,371.21	\$ 1,412.35	\$ 1,454.72
PT24 5	SIGNAL ASST	38	\$17.5748	Daily Paid	\$ 667.84	\$ 681.20	\$ 694.82	\$ 708.72	\$ 729.98	\$ 751.88	\$ 774.44
PS0 28	SNR OFF D01	38	\$34.1664	Salary	\$ 1,298.32	\$ 1,324.29	\$ 1,350.78	\$ 1,377.79	\$ 1,419.12	\$ 1,461.70	\$ 1,505.55
PS0 29	SNR OFF D02	38	\$35.2508	Salary	\$ 1,339.53	\$ 1,366.32	\$ 1,393.65	\$ 1,421.52	\$ 1,464.17	\$ 1,508.09	\$ 1,553.33

PS0 30	SNR OFF D03	38	\$36.3334	Salary	\$ 1,380.67	\$ 1,408.28	\$ 1,436.45	\$ 1,465.18	\$ 1,509.13	\$ 1,554.41	\$ 1,601.04
PS0 31	SNR OFF D04	38	\$37.4135	Salary	\$ 1,421.71	\$ 1,450.15	\$ 1,479.15	\$ 1,508.73	\$ 1,554.00	\$ 1,600.62	\$ 1,648.63
PS0 32	SNR OFF D05	38	\$38.4935	Salary	\$ 1,462.75	\$ 1,492.01	\$ 1,521.85	\$ 1,552.29	\$ 1,598.85	\$ 1,646.82	\$ 1,696.22
PS0 33	SNR OFF D06	38	\$39.5758	Salary	\$ 1,503.88	\$ 1,533.96	\$ 1,564.64	\$ 1,595.93	\$ 1,643.81	\$ 1,693.12	\$ 1,743.92
PS0 34	SNR OFF D07	38	\$40.6618	Salary	\$ 1,545.15	\$ 1,576.05	\$ 1,607.57	\$ 1,639.72	\$ 1,688.92	\$ 1,739.58	\$ 1,791.77
PS0 35	SNR OFF D08	38	\$41.7431	Salary	\$ 1,586.24	\$ 1,617.96	\$ 1,650.32	\$ 1,683.33	\$ 1,733.83	\$ 1,785.84	\$ 1,839.42
PS0 36	SNR OFF D09	38	\$42.8245	Salary	\$ 1,627.33	\$ 1,659.88	\$ 1,693.08	\$ 1,726.94	\$ 1,778.74	\$ 1,832.11	\$ 1,887.07
PS0 37	SNR OFF D10	38	\$43.9087	Salary	\$ 1,668.53	\$ 1,701.90	\$ 1,735.94	\$ 1,770.66	\$ 1,823.78	\$ 1,878.49	\$ 1,934.85
PS0 38	SNR OFF D11	38	\$44.9884	Salary	\$ 1,709.56	\$ 1,743.75	\$ 1,778.63	\$ 1,814.20	\$ 1,868.62	\$ 1,924.68	\$ 1,982.42
PS0 39	SNR OFF D12	38	\$46.0687	Salary	\$ 1,750.61	\$ 1,785.62	\$ 1,821.34	\$ 1,857.76	\$ 1,913.49	\$ 1,970.90	\$ 2,030.03
PS0 40	SNR OFF D13	38	\$47.1572	Salary	\$ 1,791.97	\$ 1,827.81	\$ 1,864.37	\$ 1,901.66	\$ 1,958.71	\$ 2,017.47	\$ 2,077.99
PS0 41	SNR OFF D14	38	\$48.2388	Salary	\$ 1,833.07	\$ 1,869.74	\$ 1,907.13	\$ 1,945.27	\$ 2,003.63	\$ 2,063.74	\$ 2,125.65
PS0 42	SNR OFF D15	38	\$49.3205	Salary	\$ 1,874.18	\$ 1,911.66	\$ 1,949.90	\$ 1,988.89	\$ 2,048.56	\$ 2,110.02	\$ 2,173.32
PS0 43	SNR OFF D16	38	\$50.3999	Salary	\$ 1,915.20	\$ 1,953.50	\$ 1,992.57	\$ 2,032.42	\$ 2,093.39	\$ 2,156.20	\$ 2,220.88
PS0 44	SNR OFF D17	38	\$51.4821	Salary	\$ 1,956.32	\$ 1,995.45	\$ 2,035.36	\$ 2,076.06	\$ 2,138.34	\$ 2,202.49	\$ 2,268.57
PS0 45	SNR OFF D18	38	\$52.5650	Salary	\$ 1,997.47	\$ 2,037.42	\$ 2,078.17	\$ 2,119.73	\$ 2,183.32	\$ 2,248.82	\$ 2,316.29
PS0 46	SNR OFF D19	38	\$53.6513	Salary	\$ 2,038.75	\$ 2,079.52	\$ 2,121.11	\$ 2,163.54	\$ 2,228.44	\$ 2,295.30	\$ 2,364.16
PS0 47	SNR OFF D20	38	\$54.7302	Salary	\$ 2,079.75	\$ 2,121.34	\$ 2,163.77	\$ 2,207.04	\$ 2,273.26	\$ 2,341.45	\$ 2,411.70
NX0 28	SNR.OFF.1. (AGG)	40	\$35.5999	Salary	\$ 1,424.00	\$ 1,452.48	\$ 1,481.53	\$ 1,511.16	\$ 1,556.49	\$ 1,603.19	\$ 1,651.28
NX0 29	SNR.OFF.2. (AGG)	40	\$36.7302	Salary	\$ 1,469.21	\$ 1,498.59	\$ 1,528.56	\$ 1,559.14	\$ 1,605.91	\$ 1,654.09	\$ 1,703.71
NX0 30	SNR.OFF.3. (AGG)	40	\$37.8571	Salary	\$ 1,514.28	\$ 1,544.57	\$ 1,575.46	\$ 1,606.97	\$ 1,655.18	\$ 1,704.83	\$ 1,755.98
PB2 06	SPL CDVR INST	40	\$41.5204	Daily Paid	\$ 1,660.82	\$ 1,694.03	\$ 1,727.91	\$ 1,762.47	\$ 1,815.35	\$ 1,869.81	\$ 1,925.90
PG4 68	STMN I/C C4	38	\$18.8949	Daily Paid	\$ 718.01	\$ 732.37	\$ 747.01	\$ 761.95	\$ 784.81	\$ 808.36	\$ 832.61

PS1 19	STN OFF C1 D1	38	\$23.0456	Salary	\$ 875.73	\$ 893.25	\$ 911.11	\$ 929.33	\$ 957.21	\$ 985.93	\$ 1,015.51
PS1 20	STN OFF C1 D2	38	\$23.5014	Salary	\$ 893.05	\$ 910.91	\$ 929.13	\$ 947.72	\$ 976.15	\$ 1,005.43	\$ 1,035.59
PS1 21	STN OFF C2 D1	38	\$23.9542	Salary	\$ 910.26	\$ 928.46	\$ 947.03	\$ 965.97	\$ 994.95	\$ 1,024.80	\$ 1,055.55
PS1 22	STN OFF C2 D2	38	\$24.4031	Salary	\$ 927.32	\$ 945.86	\$ 964.78	\$ 984.08	\$ 1,013.60	\$ 1,044.01	\$ 1,075.33
PS1 23	STN OFF C3 D1	38	\$25.1178	Salary	\$ 954.48	\$ 973.57	\$ 993.04	\$ 1,012.90	\$ 1,043.28	\$ 1,074.58	\$ 1,106.82
PS1 24	STN OFF C3 D2	38	\$25.6723	Salary	\$ 975.55	\$ 995.06	\$ 1,014.96	\$ 1,035.26	\$ 1,066.32	\$ 1,098.31	\$ 1,131.26
PT26 6	STN/ASST C1	38	\$17.4540	Daily Paid	\$ 663.25	\$ 676.52	\$ 690.05	\$ 703.85	\$ 724.96	\$ 746.71	\$ 769.11
PT26 5	STN/ASST C2	38	\$17.1316	Daily Paid	\$ 651.00	\$ 664.02	\$ 677.30	\$ 690.85	\$ 711.57	\$ 732.92	\$ 754.91
PT26 3	STN/ASST C3 12 MTH SVCE	38	\$16.8380	Daily Paid	\$ 639.84	\$ 652.64	\$ 665.69	\$ 679.01	\$ 699.38	\$ 720.36	\$ 741.97
PT26 4	STN/ASST C3 OTHERS	38	\$16.6531	Daily Paid	\$ 632.82	\$ 645.47	\$ 658.38	\$ 671.55	\$ 691.70	\$ 712.45	\$ 733.82
PT26 9	STN/ASST MTR PCLS	38	\$17.5748	Daily Paid	\$ 667.84	\$ 681.20	\$ 694.82	\$ 708.72	\$ 729.98	\$ 751.88	\$ 774.44
PS1 29	STNMASTER C4 D1	38	\$26.6299	Salary	\$ 1,011.94	\$ 1,032.17	\$ 1,052.82	\$ 1,073.87	\$ 1,106.09	\$ 1,139.27	\$ 1,173.45
PS1 30	STNMASTER C4 D2	38	\$27.3683	Salary	\$ 1,040.00	\$ 1,060.80	\$ 1,082.01	\$ 1,103.65	\$ 1,136.76	\$ 1,170.86	\$ 1,205.99
PS1 31	STNMASTER C5 D1	38	\$27.8733	Salary	\$ 1,059.19	\$ 1,080.37	\$ 1,101.98	\$ 1,124.02	\$ 1,157.74	\$ 1,192.47	\$ 1,228.24
PS1 32	STNMASTER C5 D2	38	\$28.2970	Salary	\$ 1,075.29	\$ 1,096.79	\$ 1,118.73	\$ 1,141.10	\$ 1,175.34	\$ 1,210.60	\$ 1,246.91
PS1 33	STNMASTER C6 D1	38	\$28.9925	Salary	\$ 1,101.72	\$ 1,123.75	\$ 1,146.22	\$ 1,169.15	\$ 1,204.22	\$ 1,240.35	\$ 1,277.56
PS1 34	STNMASTER C6 D2	38	\$29.5199	Salary	\$ 1,121.76	\$ 1,144.19	\$ 1,167.08	\$ 1,190.42	\$ 1,226.13	\$ 1,262.91	\$ 1,300.80
PS1 35	STNMASTER C7 D1	38	\$30.3064	Salary	\$ 1,151.64	\$ 1,174.68	\$ 1,198.17	\$ 1,222.13	\$ 1,258.80	\$ 1,296.56	\$ 1,335.46
PS1 36	STNMASTER C7 D2	38	\$31.1728	Salary	\$ 1,184.57	\$ 1,208.26	\$ 1,232.42	\$ 1,257.07	\$ 1,294.78	\$ 1,333.63	\$ 1,373.64
PS1 37	STNMASTER C8 D1	38	\$32.1331	Salary	\$ 1,221.06	\$ 1,245.48	\$ 1,270.39	\$ 1,295.80	\$ 1,334.67	\$ 1,374.71	\$ 1,415.95
PS1 38	STNMASTER C8 D2	38	\$33.0809	Salary	\$ 1,257.07	\$ 1,282.22	\$ 1,307.86	\$ 1,334.02	\$ 1,374.04	\$ 1,415.26	\$ 1,457.72
PT28 0	SUPV PLATFORM	38	\$18.0216	Daily Paid	\$ 684.82	\$ 698.52	\$ 712.49	\$ 726.74	\$ 748.54	\$ 771.00	\$ 794.13
PT28 5	TRACK INSPECTOR C2	38	\$20.3925	Daily Paid	\$ 774.92	\$ 790.41	\$ 806.22	\$ 822.35	\$ 847.02	\$ 872.43	\$ 898.60

VL00 1	TRAIN CREW ALLOCATION CLERKS	38	\$50.9835	Salary	\$ 1,937.37	\$ 1,976.12	\$ 2,015.64	\$ 2,055.96	\$ 2,117.63	\$ 2,181.16	\$ 2,246.60
	CUSTOMER SERVICE COORDINATOR (GREENSTAR)	38	\$27.7120		1,053.05	\$28.2662	\$ 28.8315	\$ 29.4081	\$30.2903	\$ 31.1990	\$ 32.1350
	CUSTOMER SERVICE SUPERVISOR (GREENSTAR)	38	\$29.0200		1,102.76	\$29.6004	\$ 30.1924	\$ 30.7962	\$31.7201	\$ 32.6717	\$ 33.6519
	CUSTOMER SERVICE OFFICER (GREENSTAR)	38	\$20.6200		783.56	\$21.0324	\$ 21.4530	\$ 21.8821	\$22.5386	\$ 23.2148	\$ 23.9112

**TABLE 'B' - RAIL  
OPERATIONS  
SERVICES**

NT0 63	FGT HAND 1A	38	\$ 19.2353	PB320 040	\$730.94	\$745.56	\$760.47	\$775.68	\$798.95	\$822.92	\$847.61
NT0 60	FGT HAND MECH 1	38	\$ 20.8660	PB321 038	\$792.91	\$808.77	\$824.94	\$841.44	\$866.68	\$892.68	\$919.46
NT0 58	FGT HAND MECH 2A	38	\$ 23.2038	PB321 040	\$881.74	\$899.38	\$917.37	\$935.71	\$963.79	\$992.70	\$1,022.4 8
NT0 59	FGT HAND MECH 2B	38	\$ 22.5527	PB322 038	\$857.00	\$874.14	\$891.63	\$909.46	\$936.74	\$964.84	\$993.79
NT0 57	FGT HAND MECH 3	38	\$ 26.0284	PB322 040	\$989.08	\$1,008.86	\$1,029.04	\$1,049.6 2	\$1,081.1 1	\$1,113.5 4	\$1,146.9 5
NZ0 52	FGT OPS EMP 2C GROUP 1	38	\$ 23.6948	PB323 038	\$900.40	\$918.41	\$936.78	\$955.51	\$984.18	\$1,013.7 1	\$1,044.1 2
NZ0 53	FGT OPS EMP 3A GROUP 1	38	\$ 24.2726	PB323 040	\$922.36	\$940.81	\$959.62	\$978.81	\$1,008.1 8	\$1,038.4 2	\$1,069.5 8
NZ0 54	FGT OPS EMP 3A GROUP 2	38	\$ 24.8259	PB324 038	\$943.38	\$962.25	\$981.50	\$1,001.1 3	\$1,031.1 6	\$1,062.1 0	\$1,093.9 6
NZ0 55	FGT OPS EMP 3B GROUP 1	38	\$ 26.1213	PB324 040	\$992.61	\$1,012.46	\$1,032.71	\$1,053.3 7	\$1,084.9 7	\$1,117.5 1	\$1,151.0 4
NZ0 56	FGT OPS EMP 3B GROUP 3	38	\$ 27.1805	PT245 038	\$1,032.86	\$1,053.52	\$1,074.59	\$1,096.0 8	\$1,128.9 6	\$1,162.8 3	\$1,197.7 1
NZ0 57	FGT OPS EMP 4A	38	\$ 28.1976	PS028 038	\$1,071.51	\$1,092.94	\$1,114.80	\$1,137.0 9	\$1,171.2 1	\$1,206.3 4	\$1,242.5 3
NZ0 58	FGT OPS EMP 4B	38	\$ 31.3792	PS029 038	\$1,192.41	\$1,216.26	\$1,240.58	\$1,265.3 9	\$1,303.3 6	\$1,342.4 6	\$1,382.7 3
NZ0 12	FREIGHT HANDLER	38	\$ 31.3507	PS032 038	\$1,191.33	\$1,215.15	\$1,239.46	\$1,264.2 5	\$1,302.1 7	\$1,341.2 4	\$1,381.4 7

NZ0 13	FREIGHT OPERATIONS 2A	38	\$ 25.7799	PS033 038	\$979.64	\$999.23	\$1,019.21	\$1,039.6 0	\$1,070.7 9	\$1,102.9 1	\$1,136.0 0
NZ0 14	FREIGHT OPERATIONS 3B	38	\$ 29.2490	PS035 038	\$1,111.46	\$1,133.69	\$1,156.37	\$1,179.4 9	\$1,214.8 8	\$1,251.3 2	\$1,288.8 6
NZ0 15	FREIGHT OPERATIONS 4A	38	\$ 32.2089	PS036 038	\$1,223.94	\$1,248.42	\$1,273.39	\$1,298.8 5	\$1,337.8 2	\$1,377.9 5	\$1,419.2 9
NT2 49	SIGNALMAN C1	38	\$ 22.7375		\$864.03	\$881.31	\$898.93	\$916.91	\$944.42	\$972.75	\$1,001.9 3
NT2 48	SIGNALMAN C2	38	\$ 20.6436		\$784.46	\$800.15	\$816.15	\$832.47	\$857.45	\$883.17	\$909.66
NT2 47	SIGNALMAN C3	38	\$ 20.3354		\$772.75	\$788.20	\$803.96	\$820.04	\$844.64	\$869.98	\$896.08
NT2 51	SIGNALMAN SPL A	38	\$ 23.7729		\$903.37	\$921.44	\$939.87	\$958.66	\$987.42	\$1,017.0 5	\$1,047.5 6
NT2 50	SIGNALMAN SPL B	38	\$ 23.4856		\$892.45	\$910.30	\$928.51	\$947.08	\$975.49	\$1,004.7 6	\$1,034.9 0
NF7 61	SNR TRAIN CTRL	38	\$ 39.6125		\$1,505.28	\$1,535.38	\$1,566.09	\$1,597.4 1	\$1,645.3 3	\$1,694.6 9	\$1,745.5 3
NZ0 40	SNR TRAIN CTRL	38	\$ 40.5856		\$1,542.25	\$1,573.10	\$1,604.56	\$1,636.6 5	\$1,685.7 5	\$1,736.3 2	\$1,788.4 1
NZ0 59	TRAIN CONTROLLER 4 MTRL	38	\$ 32.5147		\$1,235.56	\$1,260.27	\$1,285.48	\$1,311.1 8	\$1,350.5 2	\$1,391.0 4	\$1,432.7 7
NF7 62	TRAIN CTRL 1	38	\$ 35.3159		\$1,342.00	\$1,368.84	\$1,396.22	\$1,424.1 5	\$1,466.8 7	\$1,510.8 8	\$1,556.2 0
NF7 63	TRAIN CTRL 2	38	\$ 34.3484		\$1,305.24	\$1,331.34	\$1,357.97	\$1,385.1 3	\$1,426.6 8	\$1,469.4 8	\$1,513.5 7
NZ0 50	TRAIN CTRL 2	38	\$ 33.6751		\$1,279.65	\$1,305.25	\$1,331.35	\$1,357.9 8	\$1,398.7 2	\$1,440.6 8	\$1,483.9 0
NF7 64	TRAIN CTRL 3	38	\$ 33.3793		\$1,268.41	\$1,293.78	\$1,319.66	\$1,346.0 5	\$1,386.4 3	\$1,428.0 2	\$1,470.8 7
NF7 65	TRAIN CTRL 4 CTRL	38	\$ 32.4131		\$1,231.70	\$1,256.33	\$1,281.46	\$1,307.0 9	\$1,346.3 0	\$1,386.6 9	\$1,428.2 9
NB2 22	TRAINEE TRAIN CONTROLLER	38	\$ 27.5561		\$1,047.13	\$1,068.07	\$1,089.44	\$1,111.2 2	\$1,144.5 6	\$1,178.9 0	\$1,214.2 7

## ALLOWANCES

Code	Description	Rate	WKLY HRS	CURRENT WEEKLY	@ 01/07/20 09 2%	@ 01/01/2010 2%	@01/07/ 2010 2%	@ 01/01/20 11 3%	@01/0 7/2011 3%	@01/0 1/2012 3%
A004	SPCL.PYMT 1 1ST YR	\$3.0636	38	\$ 116.42	\$ 118.75	\$ 121.12	\$ 123.54	\$ 127.25	\$ 131.07	\$ 135.00
A005	SPCL.PYMT 1 2ND YR	\$3.3332	38	\$ 126.66	\$ 129.19	\$ 131.78	\$ 134.41	\$ 138.45	\$ 142.60	\$ 146.88
A006	SPCL.PYMT 1 3RD YR	\$3.5665	38	\$ 135.53	\$ 138.24	\$ 141.00	\$ 143.82	\$ 148.14	\$ 152.58	\$ 157.16
A007	SPCL.PYMT 2 1ST YR	\$2.4476	38	\$ 93.01	\$ 94.87	\$ 96.77	\$ 98.70	\$ 101.66	\$ 104.71	\$ 107.85
A008	SPCL.PYMT 2 2ND YR	\$2.6447	38	\$ 100.50	\$ 102.51	\$ 104.56	\$ 106.65	\$ 109.85	\$ 113.14	\$ 116.54
A009	SPCL.PYMT 2 3RD YR	\$2.8419	38	\$ 107.99	\$ 110.15	\$ 112.36	\$ 114.60	\$ 118.04	\$ 121.58	\$ 125.23
A040	AGG. POE2A	\$7.9171	40	\$ 316.68	\$ 323.02	\$ 329.48	\$ 336.07	\$ 346.15	\$ 356.53	\$ 367.23
A041	AGG. POE2B	\$8.1080	40	\$ 324.32	\$ 330.81	\$ 337.42	\$ 344.17	\$ 354.50	\$ 365.13	\$ 376.08
A042	AGG. POE2C	\$8.3143	40	\$ 332.57	\$ 339.22	\$ 346.01	\$ 352.93	\$ 363.52	\$ 374.42	\$ 385.65
A043	AGG. POE3A	\$8.5175	40	\$ 340.70	\$ 347.51	\$ 354.46	\$ 361.55	\$ 372.40	\$ 383.57	\$ 395.08
A044	AGG. POE3B	\$8.9843	40	\$ 359.37	\$ 366.56	\$ 373.89	\$ 381.37	\$ 392.81	\$ 404.59	\$ 416.73
A045	AGG. POE4A	\$9.8929	40	\$ 395.72	\$ 403.63	\$ 411.70	\$ 419.94	\$ 432.54	\$ 445.51	\$ 458.88
A046	AGG. S.O.1.	\$9.6119	40	\$ 384.48	\$ 392.17	\$ 400.01	\$ 408.01	\$ 420.25	\$ 432.86	\$ 445.84
A047	AGG. S.O.2.	\$9.9168	40	\$ 396.67	\$ 404.61	\$ 412.70	\$ 420.95	\$ 433.58	\$ 446.59	\$ 459.99
A048	AGG. S.O.3.	\$10.2213	40	\$ 408.85	\$ 417.03	\$ 425.37	\$ 433.88	\$ 446.89	\$ 460.30	\$ 474.11



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## **PART 16 AWARD CLAUSES INCORPORATED FROM THE RAILWAYS, TRAFFIC, PERMANENT WAY & SIGNALLING WAGES STAFF AWARD 2002**

### **16.1 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.

### **16.2 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) impose 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.

**“Running Staff” or “Employee on the Running Staff”**, means Conductor or person acting as a Conductor

**“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.

### 16.3 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%

### 16.4 ALLOWANCES AND EXPENSES

#### 16.4.1 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.

#### 16.4.2 Criteria/Guidelines

The administrative criteria/guidelines to be applied when assessing claims for payment of the 25% emergency work loading shall be as follows:

- (a) Employees concerned must have been in attendance at the unexpected scene to obviate, control or remedy particular situations such as train accidents involving fatalities'; AND who in so doing
- (b) Have been required to render urgent and immediate action under some appreciable handicap or some appreciable strain which would not be encountered but for the unforeseen incident;
- (c) Work carried out after the “urgent and immediate” actions have been completed does not qualify;

- (d) Persons who satisfy the criteria specified in (a) and (b) above, shall be paid the 25% loading for the whole of the shift in which the unexpected event or incident occurs, ie for all hours worked in the shift both before and after the time the unexpected event occurs.
- (e) The emergency work allowance is not to be applied to Employees on standby or whose classifications are not covered by Part 16 of this Enterprise Agreement;
- (f) While each situation will need to be assessed on its own merits, payment of the loading will be restricted to those eligible persons on site up to and including when the site is declared a "crime scene" by the police.

(NOTE: These guidelines have been extracted from a written agreement between the RTBU Operations Division and V/Line Passenger in June 2008).

#### **16.4.3 First aid allowance**

Employees appointed by the employer to perform first aid duty shall be paid \$9.50 per week provided that such Employees shall be required to pass the appropriate first aid examination every three years.

#### **16.4.4 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 \$537.00 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 \$16.50 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 \$76.50
- (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 16.4.4 (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:

- (i) Without pay;
  - (ii) 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 16.4.4(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 16.4.4(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.

#### **16.4.5 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 16.4.5 (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.

#### **16.4.6 Special allowances**

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

#### **16.4.7 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 \$4.90 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.

#### **16.4.8 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 16.4.9 for a period of up to 7 days.

#### **16.4.9 Travelling and incidental expenses**

- (a) Employees shall be paid a meal allowance of \$8.10 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 \$138.20 per day (i.e. \$17.80 for each of breakfast and lunch, \$26.10 for tea and \$76.50 for bed) for the first four weeks and, in the case of shift workers, five weeks at the same place and \$118.30 per day thereafter (i.e. \$16.70 for each of breakfast and lunch, \$20.70 for tea and \$64.20 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 16.4.9 (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.

<b>If departure before</b>	<b>If return after</b>	
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 16.4.9 (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 16.4.9 (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.

#### **16.4.10 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.
  - (iii) 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.

#### 16.4.11 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 \$17.80
  - (ii) exceeds fifteen hours but not twenty hours a further \$17.80
  - (iii) exceeds twenty hours a further \$26.10
- (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 \$76.50 where accommodation is not provided by the employer and \$17.80 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 16.4.11(i) or sub-clause 16.4.11(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.

#### **16.4.12 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.

#### **16.4.13 Interval time and 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 off, 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.

#### **16.5. ORDINARY HOURS**

- (a) The ordinary hours of work shall be 76 per fortnight.
- (b) 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:
- (c) Fixing one week day on which Employees at a location will be rostered off during a 4 week cycle over 28 consecutive days.
- (d) Rostering each Employee off on one week day of a 4 week cycle over 28 consecutive days.
- (e) 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.
- (f) Subject to sub-clause 16.4.13, 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.
- (g) 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.
- (h) 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.

##### **16.5.1 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.

## **16.6 OVERTIME**

- (a) Employees shall work reasonable overtime as required by the employer subject to the payment of relevant overtime rates.
- (b) Overtime shall be all time worked
  - (i) By Employees in rail operations, (except as otherwise provided) and by shunters whose ordinary hours of duty are 80 per fortnight:
    - in excess of 8 hours on any day or shift; or
    - in excess of 80 hours per fortnight.
  - (ii) By signalling staff employed in first and special class boxes;
    - in excess of 8 hours on an day or shift;
    - in excess of 76 hours per fortnight.
  - (iii) By all other Employees 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.
- (c) On a broken shift after a spread of eleven hours.
- (d) 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.
- (e) Such calculations shall be made upon whichever of these alternatives gives the greatest amount.
- (f) Except as otherwise provided, all time worked on an eleventh or twelfth shift in any fortnightly pay period, shall be paid for at 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.
- (g) Any time worked on a thirteenth or subsequent shift in any fortnightly pay period will be paid at the rate of double time.
- (h) 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.
- (i) The provisions of this sub-clause shall not apply to casual Employees.
- (j) Any Employee subject to the provisions of sub-clauses 16.6(f) and 16.6(g), 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.

- (k) Except as otherwise provided in this Agreement, fortnight, for the purpose of calculating overtime on a fortnightly basis means:
  - (i) 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;
  - (ii) In the case of other Employees - the total time worked in the current fortnightly pay period;

#### **16.6.1 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.

#### **16.6.2 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.

#### **16.6.3 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.

#### **16.7 SUNDAY TIME**

- (a) 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.
- (b) Employees who work on a Sunday shall be paid for at least one-third of a day.
- (c) 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).
- (d) 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.
- (e) All payments referred to in 16.7(a) and 16.7(d) (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.
- (f) 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.
- (g) 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.
- (h) In the case of broken shifts extending beyond a spread of eight hours, a minimum of one day shall be paid for.

#### **16.8 SHIFTWORK ALLOWANCES AND PENALTIES**

- (a) Adults and junior Employees who are in receipt of an adult wage rate:
  - (i) Afternoon shift \$2.34 per hour;
  - (ii) Night shift \$2.73 per hour;
  - (iii) Early morning shift \$2.34 per hour.

- (b) 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.
- (c) 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:
  - \$2.73 per shiftand all other Employees shall be paid half that loading.

#### **16.8.1 Employees engaged on permanent night shift**

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

- (i) during a period of engagement on shift, work night shift only;
- (ii) remain on night shift for a longer period than four consecutive weeks;
- (iii) 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:

- \$5.53 per hour

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.

#### **16.9 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 16.4.13, 10 hours if away from headquarters.

#### **16.10 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.

#### **16.11 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.

#### **16.12 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.

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## PART 17 AWARD CLAUSES INCORPORATED FROM THE LOCOMOTIVE DRIVERS (VICTORIA) AWARD 2001

### 17.1 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.

### 17.2 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 17.10, “Shiftwork”, the day upon which a shift has been worked shall be the day upon which the shift was commenced.

### 17.3 SECONDMENT

17.3.1 The employer may second Employees from time to time to instructor positions pursuant to the locomotive Driver training scheme.

17.3.2 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.

17.3.4 Employees shall be returned to full-time driving duties at the appropriate wage rate at the conclusion of their secondment.

### 17.4 CLASSIFICATION DESIGNATIONS

17.4.1 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%.

17.4.2 **Locomotive Driver 1 (Trainee new start)** is a New Start Trainee Locomotive Driver.

17.4.3 **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.

17.4.4 **Locomotive Driver 3 (Trainee 12 months)** means a Trainee Driver who has completed 12 months successful training with the Driver Training Scheme.

17.4.5 **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.

**17.4.6 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.

**17.4.7 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.

**17.4.8 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 .

**17.4.9 Locomotive Driver - Practical Driver Trainer** means a Driver who conducts directed or structured on the job training for Trainee Drivers and Locomotive Drivers.

**17.4.10 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)

**17.4.11 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 17.4.10 and 17.4.11 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."*

## **17.6 RATES OF PAY - JUNIOR LOCOMOTIVE DRIVER TRAINEES**

**17.6.1** 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%

17.6.2 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.

## **17.7 ALLOWANCES AND EXPENSES**

### **17.7.1 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 17.7.1(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.

### **17.7.2 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.

#### **17.7.3 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 \$537.00 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 \$16.50 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 \$73.90
  - (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 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 17.7.3(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 sub-clause 17.7.3(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.

#### **17.7.4 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.

#### **17.7.5 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.

#### **17.7.6 Travelling and incidental expenses**

- (a) Except as provided in sub-clause 17.7.6(b), Employees who are on duty for a period in excess of ten hours shall be paid an incidentals allowance of \$8.10 and an additional allowance of \$8.10 or 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 \$16.50 and;
    - after an additional eight hours in excess of sixteen hours a further amount of \$16.50;
    - followed by an amount of \$25.60 after an additional eight hours in excess of twenty-four hours;
    - thereafter, an amount of \$16.50 for each additional eight hours in excess of thirty-two hours except that each third allowance be at a rate of \$25.60.
  - (ii) When sleeping accommodation is not provided by the employer, an amount of \$73.90 shall be paid in addition to the allowances prescribed in 17.7.6(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 are required to reside away from home, or not temporarily transferred but utilised away from their headquarters in the circumstances referred to in clause 17.7.3 shall be paid travelling and incidental expenses at the rate of \$138.20 per day (i.e. \$17.80 for breakfast and lunch, \$26.10 for tea and \$76.50 for bed) for the first four weeks and, in the case of shift workers, five weeks at the same place and \$118.30 per day thereafter (i.e. \$16.70 for breakfast and lunch, \$20.70 for tea and \$64.20 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 17.7.6(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

	<b>If departure before</b>	<b>If return after</b>
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 17.7.6( c) at any one locality or place for a period exceeding three months.
- (g) A special allowance of \$8.10 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.

#### **17.7.7 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.

#### **17.7.8 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.

### **17.8 HOURS OF WORK AND RELATED MATTERS**

#### **17.8.1 Ordinary Hours**

- (a) The ordinary hours of work shall be 76 per fortnight divided into not more than 10 shifts.
- (b) 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.
- (c) Except in cases of unavoidable necessity, shifts shall be completed within 10 hours and, where practicable, within 9 hours.
- (d) 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.
- (e) Notwithstanding the provisions of sub-clause 17.8.1(d) 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.
- (f) 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 17.8.1(e), 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.
- (g) Where Employees take time off during ordinary hours they may make up such time at a later date with the consent of the employer.
- (h) 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 17.7.6.
- (i) 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 17.7.6.

### 17.8.2 Saturday and Sunday work

More than one penalty rate may apply to Saturday and Sunday time, subject to the proviso in clause 17.9 – "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.

- (i) **Sunday time** shall be time on duty between midnight on Saturday and midnight on Sunday.

- (ii) **Saturday time** shall be time on duty between midnight on Friday and midnight on Saturday.
- (iii) 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 17.9.1(b).
- (iv) Sunday time which is not subject to the provisions of sub-clause 17.8.2(iii), and which is required to be paid for, shall be calculated at the rate of double time.
- (v) 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 17.9 - Overtime shall be subject to the appropriate overtime rate.

## 17.9 OVERTIME

For the purpose of this clause:

**Ordinary shift** means a shift worked from the first to the tenth shift inclusive in a fortnightly pay period.

**Excess shift** means a shift worked in excess of the tenth in the same fortnightly pay period.

### 17.9.1 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.
- (d) Employees shall work reasonable over time as required by the employer subject to the payment of relevant overtime rates.
- (e) 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:
- (f) Such time off in lieu shall be taken during ordinary hours on the basis of one hour off for each hour of overtime worked.
- (g) 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.



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

#### **17.10 SHIFT WORK**

For the purpose of this clause:

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

**Night shift** means a shift which commences at or after 1800 hours and before 0359 hours.

**Early morning shift** means a shift which commences at or after 0400 hours and before 0530 hours.

17.10.1 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:

- (i) \$2.25 per hour for an afternoon shift;
- (ii) \$2.65 per hour for a night shift;
- (iii) \$2.25 per hour for an early morning shift.

17.10.2 Other Employees shall be paid half the allowance herein prescribed for the same time on duty.

17.10.3 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.

17.10.4 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 \$2.65

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

#### **17.11 ROSTERS**

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

17.11.2 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.

17.11.3 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.

17.11.4 Notwithstanding the provisions of 17.11.3 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.

- 17.11.5 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.
- 17.11.6 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 17.11.4, 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.

#### **17.12 ASCERTAINING THE NEXT DAY'S DUTY**

- 17.12.1 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.
- 17.12.2 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.
- 17.12.3 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.
- 17.12.4 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.
- 17.12.5 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.
- 17.12.6 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.
- 17.12.7 Employees who are rostered 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 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.
- 17.12.8 Notifications may be made by a telephone call to the Employees concerned at their place of residence or accommodation.

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## PART 18 PROVISIONS FOR RAILWAYS SALARIED EMPLOYEES

### 18.1 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.

### 18.2 DEFINITIONS

#### 18.2.1 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.

#### 18.2.2 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:

- (i) detriment to the public interest;
- (ii) loss in the value of goods handled or to be handled
- (iii) reducing the efficiency of production; or
- (iv) reducing the efficiency of the necessary service

#### 18.2.3. Broken Shifts

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

#### 18.2.4. 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.

#### 18.2.5. General – Senior Employees

- (a) Clauses 3.4 – Stand Down; 6.1 – Annual Leave; 6.3 – Personal/Carers Leave; and 6.6 - 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 15, "Schedule of Pay Rates, Classifications and Allowances":-
  - (i) Clause 18.3.3 -Travelling and Incidental Expenses;
  - (ii) Clause 18.3.4 -Travelling Time; and
  - (iii) Clause 18.4 - Ordinary Hours

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### 18.2.6. Salaries

(a) Adult Officers

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

(b) Junior Officers

(c) 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

(d) 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.

(e) 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.

## 18.3 ALLOWANCES AND EXPENSES

### 18.3.1 *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 \$537.00 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 \$16.60 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 \$73.90.
- (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.

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- (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 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 18.3.1(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 18.3.1(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.

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### 18.3.2 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.

### 18.3.3 Travelling and incidental expenses

- (a) Employees shall be paid a meals allowance of \$8.10 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 18.3.3(b), for a period of more than ten hours where there is no meal interval.

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- (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 \$16.60. 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:

<b>Within Victoria</b>	<b>Interstate except border stations</b>	
	\$	\$
Heads of branch	-	-
Other Employees	138.20	199.80

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

<b>Within Victoria</b>	<b>Interstate except border station</b>	
	\$	\$
Heads of branch	-	-
Other Employees	118.30	176.00

- (iii) These amounts represent:

<b>Rates per day</b>	<b>Breakfast/lunch</b>	<b>Tea</b>	<b>Bed</b>
<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
\$199.80	28.90	43.00	99.00
\$176.00	25.50	39.10	85.90
\$138.20	17.80	26.10	76.50
\$118.30	16.70	20.70	64.20

- (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 18.3.3(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

	<b>If departure</b>	<b>If return after before</b>
Breakfast	0700hours	0800hours
Dinner	1230 hours	1330 hours
Tea	1800 hours	1900 hours

- (e) Employees shall not be paid any expenses under 18.3.3(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 \$15.30 in accordance with the times provided in sub-clause 18.3.3(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 that 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.



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- (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 \$8.10 for such meal.

#### 18.3.4 Travelling time

- (a) Employees, whose annual rates do not exceed \$67,742 [dollar less than Senior Officer 1] 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 \$67,742 [dollar less than Senior Officer 1] 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 18.7.5 Minimum Payment, shall not apply to travelling time payments.

### 18.3.5 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 \$8.10 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 \$8.10 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 18.3.5(b)(i) or 18.3.5(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 \$8.10 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.

#### **18.4. ORDINARY HOURS**

- (a) The ordinary hours of work shall be 76 per fortnight divided into not more than 10 shifts.
- (b) 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.
- (c) 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.
- (d) Where Employees take time off during ordinary hours they may make up such time at a later date with the consent of the Employer.

##### **18.4.1 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.

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#### 18.4.2 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. (NOTE: See overriding provision clause 9.2)
- (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.
- (f) In the case of broken shifts extending beyond a spread of eight hours, a minimum of one day shall be paid for.

#### 18.5 OVERTIME

For the purpose of this clause:

**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.

**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.

##### 18.5.1 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

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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.

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

18.5.3 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.

## 18.6 SHIFT ALLOWANCES AND PENALTIES

18.6.1 For the purposes of this clause:

**Afternoon shift** means a shift commencing before 1800 hours and concluding after 1830 hours.

**Night shift** means a shift commencing at or between 1800 hours and 0359 hours.

**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.

- (a) 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     | • \$2.34 per hour. |
| • Night shift         | • \$2.73 per hour. |
| • Early morning shift | • \$2.34 per hour. |

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- (b) All other Employees shall be paid the following shift allowances:
- Afternoon shift • \$1.17 per hour.
  - Night shift • \$1.37 per hour.
  - Early morning shift • \$1.17 per hour.
- (c) 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.
- (d) 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 • \$2.73 per shift.
  - If not in receipt of an adult wage rate • \$1.37 per shift.
- (e) 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.
- (i) 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.
- (ii) 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.
- (iii) 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.

#### 18.6.2 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.

- (a) The following shall apply to broken shifts other than those worked on Sundays:
- (i) Employees working broken shifts shall be paid for a minimum of one day.
  - (ii) Employees working broken shifts shall be paid 1/8th of a day in addition to the time actually worked.

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- (iii) Suburban traffic broken shifts shall consist of no more than two parts.
  - (iv) 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.
  - (v) Time worked outside of a spread of eleven hours shall be paid at a rate of time and a half.

## **18.7 ROSTERS**

### **18.7.1 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.

### **18.7.2 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.

### **18.7.3 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.

### **18.7.4 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.

### **18.7.5 Minimum payment**

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

### **18.7.6 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.

Employees, during the course of a shift, shall not be rostered off duty for more than half an hour

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including time for a meal, between 2200 and 0600 hours unless agreed upon between the Employer and the Employee(s) concerned.



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## BARGAINING REPRESENTATIVES

Signed on behalf of V/Line Passenger Pty Ltd

Signature:



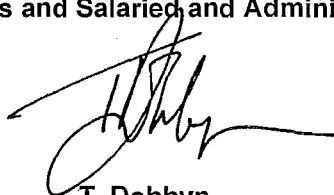
Name & Title: **R.J. Barnett,** Chief Executive Officer

Date:

Address: Level 23, 570 Bourke Street Melbourne VIC 3000

Signed on behalf of the **Australian Rail, Tram and Bus Industry Union**  
**Rail Operations and Salaried and Administrative Divisions**

Signature:



Name & Title: **T. Dobbyn,** State Secretary

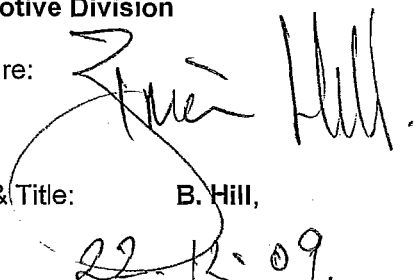
Date:

22-12-09

Address: Level 2, 365 Queen Street Melbourne VIC 3000

Signed on behalf of the **Australian Rail, Tram and Bus Industry Union**  
**Locomotive Division**

Signature:



Name & Title: **B. Hill,** Secretary

Date:

22-12-09

Address: Level 14, 222 Kings Way South Melbourne VIC 3205

