



**Connex Melbourne  
Union Collective Agreement  
2006 – 2009**

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## **1. TITLE**

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This Agreement shall be known as the Connex Melbourne Union Collective Agreement 2006-2009. This is an Agreement made under Division 2, Section 328 of the Australian Workplace Relations Act 1996 as amended.

## **2. PARTIES BOUND**

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Connex Trains Melbourne Pty Ltd in respect of all employees whether members of the following unions or not, who are appointed to the classifications and rates of pay, up to and including the maximum rate of pay, contained in this Agreement:

- The Australian Rail, Tram and Bus Industry Union;
- The Association of Professional Engineers, Scientists and Managers Association, Australia.

## **3. PERIOD OF OPERATION**

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This Agreement comes into operation on the date of lodgement with the Office of the Employment Advocate. The nominal expiry date of the Agreement is 30 June 2009. The parties will review the Agreement at least three (3) months prior to that date.

## **4. APPLICATION**

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This Agreement provides the wages and employment conditions for Connex Melbourne employees, as set out in Clause 2 above.

## **5. AIM OF AGREEMENT**

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In making this Agreement the parties want to:

- ensure a co-operative working relationship between Connex Melbourne, its employees and their Unions;
- work together to enhance and grow the business;
- embrace change as a means of securing jobs, income and profitability;
- remain focused on the needs of customers, recognising customer satisfaction and increased patronage are integral to securing the future;
- establish an environment where equity, trust, partnership and service are shared values.

## **6. SERVICE LEVEL AGREEMENT**

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It is the goal of Connex Melbourne, its employees and their representative unions to offer the best possible services and facilities to our customers, providing Melbournians with a safe, clean and responsive travel experience.

Connex Melbourne is a values based organisation, seeking to build strong, open relationships; ensure positive staff engagement and instil an environment of continuous improvement.

To support these aims Connex Melbourne and its staff commit to the following values:

- |                   |   |
|-------------------|---|
| <b>Safety</b>     | Give priority to safety in everything we do.                        |
| <b>Respect</b>    | For ourselves, customers and stakeholders.                          |
| <b>Commitment</b> | To our tasks, goals, customers and stakeholders.                    |
| <b>Integrity</b>  | Act honestly and do what we say we will do.                         |
| <b>Innovation</b> | Seek to continuously improve the quality and value of our services. |

The parties recognise the importance to the success of the business and its staff in consistently meeting and exceeding the standards of service expected by our customers.

Connex Melbourne, in partnership with its employees and their unions jointly commit to:

- deliver to Victorian public transport users a world class transport service;
- accept a shared responsibility for the delivery of a modern, efficient public transport service that provides reliability and high standards of service is one which is shared by Connex Melbourne, its employees and their representative unions;
- to conduct their relationship in an open consultative manner without disruption to services, fully utilising all dispute resolution mechanisms if the need arises.

### **Service Level Standards**

In recognition of the commitment of the parties to the Service Level Agreement it is the aim to seek at all times to:

- provide customers with a punctual journey, minimising waiting, connection and travel time;
- provide customers with a safe, secure, clean and comfortable transport system;
- provide to all of our customers a service that is easily accessible;
- keep our customers well informed of available services and provide 'real time' information regarding daily service operations;
- provide our staff with training and skills that will enable them to deliver high levels of customer support in a friendly and efficient manner;
- provide customers with a service that represents the best possible "value for money";
- operate an integrated transport system that is responsive to community needs and environmental requirements;

- work constructively to modify and implement new services to meet customer needs;
- provide a service that meets the needs of customers with disabilities.

## **7. WAGE AND ALLOWANCE ADJUSTMENTS**

### **7.1 Wage Adjustments**

The rates of pay contained in this Agreement are to be increased by thirteen (13) percent in total payable on the first full pay period on or after the dates as follows:

<b>Date</b>	<b>2006</b>	<b>2007</b>	<b>2008</b>	<b>2009</b>
1 July	2%			
1 January		2%		
1 July		2%		
1 January			3%	
1 July			2%	
1 January				2%

7.1.1 Further wage increases of two (2) percent in total will be available for payment in relation to the successful delivery of the programs identified in Clause 12.2 of this Agreement.

7.1.2 Such additional wage increases, subject to successful implementation, will be applicable in conjunction with the last two incremental wage increases on the one (1) percent in July 2008 and one (1) percent in January 2009.

7.1.3 Connex will not unreasonably withhold payment if implementation is delayed due to circumstances outside of the control of the unions, their members and employees of Connex Melbourne.

### **7.2 Allowance Adjustments**

7.2.1 The following allowances will be increased in line with the percentage wage increases contained in 7.1 and 7.1.1 of this Agreement.

<b>Shift Allowances</b>	Clause 10.1.6 and 13.1.4
<b>Suburban Allowance</b>	Clause 15.5



- 7.2.2 The following allowances will be increased similarly, commencing with the wage increase commencing on the first full pay period on or after 1 January 2007:

<b>Travelling and Incidental Expense</b>	Clause 10.1.5
<b>Relieving Expenses</b>	Clause 10.1.5
<b>Suburban Group Working Allowance</b>	Clause 13.1.6
<b>Disruption to Work Allowance</b>	Clause 13.1.1
<b>Meal Allowances</b>	Clause 13.1.3 or 15.2
<b>Senior Signaller Allowance</b>	Clause 13.1.5

### **7.3 Schedules of Rates and Allowances**

- 7.3.1 The Schedule of Rates and Allowances contained in this Agreement Schedules A and B respectively, sets out the rates of pay, allowances and expenses for Connex Melbourne employees employed under this Agreement as adjusted by the Wage Adjustments as provided in Clause 7.1 and 7.2 above.
- 7.3.2 Generally, where a minimum and maximum rate is provided in the Schedule of Rates for a grade or class, advancement is applied no sooner than twelve (12) months from the date of appointment subject to good conduct, diligence and efficiency. However, application may be sooner for certain grades where specific agreement exists.
- 7.3.3 The rates of pay contained in the Schedule of Rates contained in this Agreement, applicable to Station Assistants and Signalling grades, include Special Payments.

### **7.4 No Further Claims**

- 7.4.1 It is agreed that the payments contained in this Agreement and Wages clauses provide a complete and final resolution of all claims relating to terms and conditions of employment for all employees employed under its terms during its duration.
- 7.4.2 It is a condition that the union parties and the employees covered by this Agreement will not pursue any extra claims relating to wages, conditions of employment, or any other matters related to the employment relationship, award or non award, whether dealt with in this Agreement or not; other than the additional increases available in accordance with subclauses 7.1.1 and 7.1.2 of the Agreement.

## **8. CONSULTATION AND COMMUNICATION**

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### **8.1 Introduction of Change**

- 8.1.1 The parties agree that genuine and effective mechanisms for consultation and communication are fundamental to the achievement of greater job satisfaction, productivity, efficiency and flexibility.
- 8.1.2 When Connex Melbourne has made a decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, it will notify the employees who may be affected by the proposed changes and their union or unions.
- 8.1.3 "Significant effects" include termination of employment, major changes in the composition, operation or size of its' workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work locations and the restructuring of jobs.
- 8.1.4 Provided that where this Agreement makes provision for alteration of any of the matters referred to herein an alteration shall not be deemed to have significant effect.
- 8.1.5 Connex Melbourne will discuss with the employees affected and at their request their union/s the introduction of the changes referred to above with regard to the effects such changes are likely to have on employees. Prompt consideration is to be given to matters raised by employees and/or their union/s in relation to the changes. The discussions will commence as early as practicable after a definite decision has been made by Connex Melbourne to make these changes.
- 8.1.6 For the purposes of such discussion, Connex Melbourne will provide in writing to the employees concerned and their union or unions, 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 Connex Melbourne will not be required to disclose confidential information which may be detrimental to its interests or may contravene the Privacy legislation.

### **8.2 Dispute Settling Procedure**

- 8.2.1 The objective of the parties to this procedure is to avoid and settle disputes by direct consultation and negotiation.
- 8.2.2 As a consequence the earliest possible advice should be given by one (1) party to the other of any issue or problem which may give rise to a grievance or dispute.

- 8.2.3 The following procedure shall be adhered to, in resolving matters under this clause:
- 8.2.3.1 To resolve matters in dispute between the parties discussions will take place at the earliest opportunity, to the extent that is necessary, in the following sequence:
- (a) The employee/s concerned and; at his/her request a representative; and the immediate supervisor/s. The immediate supervisor will act promptly and co-operatively.
  - (b) The employee/s, the representative if requested, and management.
  - (c) The employee/s, the representative if requested and nominated senior employer representatives.
- 8.2.3.2 During this process the matter in dispute may be referred to an agreed independent person acceptable to all parties.
- 8.2.4 Throughout each of the above stages of the procedures, all relevant facts shall be clearly identified and recorded and reasonable time limits allowed for the completion of the various stages of discussion. At least seven days should be allowed for all stages of the discussions to be finalised.
- 8.2.5 The parties are committed to achieving their own negotiated settlement however if the negotiation process is exhausted without the dispute being resolved , the parties shall jointly or individually refer the matter to the Australian Industrial Relations Commission (AIRC) for mediation and/or conciliation. In the event that conciliation is exhausted and is not successful a request to the Australian Industrial Relations Commission (the Commission) for arbitration may be initiated by either party.
- 8.2.6 Where a dispute is referred to the AIRC under this clause the parties may request that it should be dealt with by a member agreed by the parties at the time or in default of agreement, a member nominated by either the head of the relevant AIRC panel or the AIRC President.
- 8.2.7 While the dispute resolution procedure is being conducted work shall continue and the parties will maintain the situation and arrangements that existed prior to issue which caused the dispute, unless the employee has a reasonable concern about an imminent risk to his or her health or safety, in which case Connex Melbourne may direct the employee to perform other work, whether at the same or other workplace, that is safe and appropriate for the employee to perform.

## **9. SKILLS AND DEVELOPMENT**

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### **9.1 Training**

- 9.1.1 The skills and abilities of Connex Melbourne staff are an integral part of the continued delivery to our customers of quality services. The parties to this Agreement are committed to positive involvement and participation in the implementation of training programs designed to achieve this goal.
- 9.1.2 Connex Melbourne will:
  - 9.1.2.1 provide employees with access to training that will be of benefit to them in their career;
  - 9.1.2.2 develop a " learning " organisation;
  - 9.1.2.3 encourage employees to be contribute positively to their work and continually seek new and better ways of doing things;
  - 9.1.2.4 consider requests from employees for training that will benefit them in their role with the company.
- 9.1.3 The intent of the training programs is to establish consistent employee skills across a unified system, providing staff the ability to contribute positively to the business goals and to enhance individual skills and abilities while providing the opportunity for career growth.
- 9.1.4 In accessing the required training staff may be required to enter into traineeship agreements with Connex Melbourne, which is no more than a commitment by the parties toward undertaking the training program.
- 9.1.5 Allowance will be made for individual Recognition of Prior Learning. Where appropriate, training will be competency based and Nationally Accredited.
- 9.1.6 In developing training programs Connex Melbourne will consult with the parties, in line with the Consultation provisions of this Agreement and will seek to maximise the involvement of Connex Melbourne staff in the development, delivery and assessment of training programs.
- 9.1.7 The parties undertake to establish, by agreement, appropriate working groups consisting of representatives of the parties, to participate in the development and review of respective training courses.

### **9.2 Performance Development – Employee Feedback Program**

- 9.2.1 Performance development is based on the principle of providing staff with clear, achievable and agreed goals and feedback on individual performance on an annual basis.

- 9.2.2 It aims to provide a framework in which staff can receive and provide fair and useful feedback based on accurate and specific information annually. It also aims to ensure that a system exists to promote a collaborative and cooperative environment for discussions to take place.
- 9.2.3 The program will enable staff to manage and track their own performance against set annual goals.
- 9.2.4 A meeting will take place annually between employees and their respective line managers for the purpose of planning and review and to provide feedback between line managers and employees.
- 9.2.5 Individual and/or group development plans and goals may be established as part of the planning and review process and will be documented and reviewed at the conclusion of each annual cycle.
- 9.2.6 Managers and staff will be trained to ensure they are skilled to undertake their part in the setting of goals, reviewing of progress and providing and receiving feedback.
- 9.2.7 Introduction of the Maximising Performance process will be implemented progressively throughout 2006 - 2008.

## **10. COMMON EMPLOYMENT CONDITIONS**

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### **10.1 General Conditions**

#### **10.1.1 Accident Make-Up Pay**

- 10.1.1.1 An employee upon receiving payment of workers compensation in the terms of the relevant state legislation and who continues to receive such payment shall be paid accident make up pay by the employer, provided that:
  - (a) accident make up pay will only be payable while the employee remains in the employment of Connex Melbourne;
  - (b) an employee on engagement is required to declare all workers compensation claims made by him/her and in the event of false or inaccurate information being deliberately and knowingly declared the employee may forfeit his/her entitlement to accident pay;
  - (c) the period or aggregate of periods of accident make up pay is not to exceed a total of 52 weeks for anyone injury;
  - (d) accident make up pay is not to be paid where any period of other paid leave of absence has been granted;

- (e) in the case of an employee rostered off on an extra day off which falls in a period when he/she is receiving workers compensation, he/she is not entitled to an alternative extra day off at a later time;
- (f) Connex Melbourne is not to dismiss any employee by reason only of him/her being in receipt of accident make up pay;
- (g) an employee off duty and in receipt of accident make up pay will continue to receive payments of any acting in higher allowance being paid at the time of the injury for the full period that he/she would have continued to so act;
- (h) an employee who has submitted a claim for workers compensation and is absent from duty for more than a week and where it is apparent there may be a delay in the assessment of his/her claim, may be paid sick pay (subject to the availability of credits) pending determination of the claim.

10.1.1.2 For the purpose of this clause "accident make up pay" means increasing the employee's pay to an amount of money equivalent to the employee's appropriate base weekly rate of pay at the time of ceasing duty following the employee experiencing an injury accepted under the relevant state legislation.

10.1.1.3 The amount shall be calculated by increasing the weekly amount of compensation due to be paid under the relevant state legislation up to the amount of the employee's weekly full rate of pay which would have been payable under this agreement. Payments for absences of less than one (1) week in duration shall be calculated as a proportion of weekly rate of pay.

10.1.1.4 For the purpose of this clause "injury" shall be given the same meaning and application as applying under the relevant state legislation.

10.1.1.5 For the purposes of this clause "relevant state legislation" shall mean the workers' compensation act 1958, as amended from time to time, and the accident compensation act 1985, as amended from time to time, or any replacement legislation, whichever is applicable.

## **10.1.2 Limitation of Penalty Payments**

10.1.2.1 The maximum payment to which an employee is entitled on any one (1) day is double time and a half for working on a public holiday.

10.1.2.2 The maximum payment for working on any other day is either time and a half or double time as appropriate.

10.1.2.3 Where this agreement provides for more than one (1) penalty payment on any one (1) day employees will be paid only the highest and not both.

### 10.1.3 **Make- Up Time**

Employees may elect, with the consent of Connex Melbourne, to take time off during ordinary working hours and work those hours at a later time.

### 10.1.4 **Payment of Wages**

Employees will be paid fortnightly by electronic funds transfer with pay available in their nominated accounts on Thursdays am.

### 10.1.5 **Relieving Expenses**

10.1.5.1 Employees on the regular relieving staff are entitled to be paid relieving expenses as provided in the Schedule of Rates and Allowances contained in this agreement, subject to the following:

- (a) when relieving within the Connex Melbourne electrified network are to be paid suburban relieving expenses, provided a minimum of three (3) locations are on their relief roster. The Central Business District stations are regarded as one (1) location and expenses are not to be paid to employees relieving at those locations;
- (b) when engaged on relieving duty outside the current Connex Melbourne electrified network, are to be paid either country relieving expenses or travelling and incidental expenses (if required to remain away from home overnight) in accordance with the relevant clauses of the Railways Traffic, Permanent Way and Signalling Staff Award 2002; the Railways Salaried Employees Award 2002; the Railways Professional Officers Award 2002 or; the Locomotive Drivers (Victoria) Award 2001, as appropriate. Payment will not apply to staff relieving on the Stony Point service. Relieving payment will not apply to Craigieburn after commencement of electrified rail services to that location;
- (c) are not to be paid expenses for any period exceeding three (3) months when relieving

for a period in excess of three (3) months at any one place;

- (d) who perform relieving duties both inside and outside the Connex Melbourne franchise network on the one (1) day (calculated from midnight to midnight), are to be paid suburban relieving expenses if they work inside the network for the greater portion of the day and country relieving expenses if they are outside the network for at least half a day.

- 10.1.5.2 Relieving expenses are calculated on the basis of seven (7) days a week but are not payable during any period of absence from work without pay or on leave of absence with pay apart from public holidays or time in lieu of overtime.

#### **10.1.6 Shiftwork Allowances**

- 10.1.6.1 Employees are to be paid shift allowance, the amount of which is contained in the Schedule of Rates and Allowances of this Agreement, as appropriate for all time worked on an early morning, afternoon or night shift (the times of which are defined in the definition clauses) excluding overtime or any other time which is payable in excess of single rate.
- 10.1.6.2 In calculating these allowances, parts of an hour of less than thirty (30) minutes are to be disregarded and from thirty (30) to fifty-nine (59) minutes are to be paid as for one (1) hour.
- 10.1.6.3 In addition, employees 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, is to be paid a loading for that shift, the amount of which is contained in the Schedule of Rates and Allowances of this Agreement.

#### **10.1.7 Time In Lieu**

- 10.1.7.1 Employees may elect, with the consent of Connex Melbourne, to take time off in lieu of payment for overtime at a time or times agreed with the employer.
- 10.1.7.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, which is an hour for each hour worked.
- 10.1.7.3 If requested by an employee, payment will be made at the rate provided for the payment of overtime in this Agreement for any time worked where time in lieu has not been taken within four (4) weeks of accrual.



## **10.2 Employment Conditions**

### **10.2.1 Continuity of Service**

10.2.1.1 Where Connex Melbourne (the transmitter) or its successor transmits or assigns all or part of its business to another employer (the transmittee) then redundancy will not be payable to any employee who accepts an offer of employment with the transmittee or a transfer between corporate structures or divisions irrespective of whether the offer contains substantially similar and no less favourable conditions, considered on an overall basis provided that the period of continuous service which the employee has with Connex Melbourne or any prior transmitter is recognised as continuous service by the transmittee.

10.2.1.2 Where an employee rejects an offer of employment or transfer then such rejection will not be characterised as a redundancy or give any rise to an entitlement to severance payment if the offer contains substantially similar and no less favourable conditions, considered on an overall basis and the period of continuous service which the employee has with Connex Melbourne or any prior transmitter is recognised as continuous service by the transmittee.

10.2.1.3 A transfer of employment under the circumstances set out in this subclause will not give rise to an entitlement to payment of any accrued entitlements including but not limited to long service, annual or Sick Leave. All such accrued entitlements will transfer to the transmittee.

### **10.2.2 Probation**

10.2.2.1 Unless an employee's letter of engagement provides for a longer period to cater for a designated training period, the duration of probation will be three (3) months.

10.2.2.2 Immediately prior to the expiration of the probation period, Connex Melbourne will either confirm the employee's appointment or terminate their employment unless it considers offering an extension to their probationary employment for a period of no more than three (3) months.

### **10.2.3 Redundancy**

10.2.3.1 A redundancy may occur where Connex Melbourne determines that a job is no longer required.

10.2.3.2 Where a redundancy is proposed, Connex Melbourne will undertake prior consultation with the affected staff

and their union, or other representative, regarding the reasons for the redundancy; options or alternatives that may be available for the affected staff and; other relevant information, including time of implementation.

- 10.2.3.3 Where a redundancy occurs the following separation package will apply, dependent upon the individual circumstances as set out below:

**(a) Service Prior to 29 August 1999**

- (i) The following separation payment is available only to Connex Melbourne staff who were employed by the Public Transport Corporation up until 28th August 1999 and who have maintained continuous service with a successor entity (CGEA Pty Ltd/ Connex Melbourne Pty Ltd or National Express Group Australia Pty Ltd) under transmission of business and who subsequently commenced employment with Connex Melbourne on 18 April 2004. These arrangements apply only to recognised service up to and including 28 August 1999.
- (ii) The entitlement under this clause is: two (2) weeks per year of continuous service for up to a maximum of ten (10) years (twenty (20) weeks pay).

**(b) Service on or after 29 August 1999**

- (i) All Connex Melbourne staff, including those employed by CGEA Transport Pty Ltd/ Connex Melbourne Pty Ltd, or National Express Group Australia Pty. Ltd, or their successors, at any time on or after 29 August 1999 the following separation payments will apply:
- (ii) four (4) weeks pay in lieu of notice;
- (iii) three (3) weeks pay per year of service up to a maximum of five

(5) years continuous service (fifteen (15) weeks pay), calculated on service from 29 August 1999 onwards.

- (iv) In the case of employees eligible these payments will be in addition to any entitlement under subclause 10.2.3.3(a)(ii).

#### 10.2.3.4 Application

- (a) The combined total maximum payment under the provisions of subclause 10.2.3 is thirty-nine (39) weeks, including payment in lieu of notice.
- (b) Any separation payments, whether calculated on service prior to or from 29 August 1999, will be calculated on a pro-rata basis for part-time staff.
- (c) These redundancy provisions apply only to staff permanently employed by Connex Melbourne and are not applicable to, casuals, probationary, contract or fixed term staff.
- (d) Redundant employees will be eligible for payment of pro-rata Long Service Leave after completion of four (4) years service.

#### 10.2.4 Salary Maintenance – Appointment of Redeployed Staff

Salary maintenance may occur where an employee's position becomes surplus to requirements and they are redeployed to a position with a lower classification, subject to the following

##### 10.2.4.1 Employees Engaged Prior to 1 July 2004

- (a) Connex Melbourne employees who were employed prior to 1 July 2004, who are or become subject to, salary maintenance, may elect the option of a lump sum payment, in lieu of salary maintenance, equal to twelve (12) weeks of the difference between the base rate of their appointed position and the position to which they are to be redeployed.
- (b) Those who do not elect the lump sum will remain on salary maintenance arrangements.

- (c) Where the employee elects to remain on salary maintenance Connex Melbourne will maintain the employee's substantive rate of pay for standard hours of work (seventy-six (76.0) per fortnight). Any payment other than standard hours is to be paid at the rate for the classification of the position being occupied,
- (d) In order to retain their salary maintenance the employee is required to transfer to a suitable position up to the level of their classification whenever one becomes available. In determining whether a position is considered to be suitable, the skills, attributes and qualifications of the employee will be compared with those required of the vacant position. Other factors to be taken into consideration will be the distance of the new worksite from the employee's home compared with their current travel patterns; whether the new position requires the employee to make significant changes to their work practices, such as the working of shifts and; the physical requirements of the position. Where a vacant position is considered suitable and the employee refuses to accept a transfer he/she will be reduced in classification to the level of the position that they are currently occupying.

#### 10.2.4.2 Employees Engaged After 30 June 2004

- (a) Employees engaged after 30 June 2004, who are redeployed and appointed to a position of lower classification and remuneration, will be paid a lump sum amount equal to the difference between the base rates of their previous appointed position and the redeployed position, for a period of twelve (12) weeks.
- (b) This lump sum amount will be in lieu of maintenance of previous wages and salaries and appointment will be at the level of the redeployed position.

### 10.3 Leave

#### 10.3.1 Parental Leave

- 10.3.1.1 Subject to the terms of this clause employees are entitled to Maternity, Paternity and Adoption Leave and

to work part-time in connection with the birth or adoption of a child.

- 10.3.1.2 For the purpose of this clause child means a child of the employee under the age of one (1) year except for adoption of a child where 'child' means a person under the age of five (5) 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 (6) months or more.
- 10.3.1.3 An eligible casual employee is as defined in Section 264 of the Australian Workplace Relations Act 1996 as amended.
- 10.3.1.4 Spouse includes a de facto or former spouse except in relation to Adoption Leave which does not include a former spouse.
- 10.3.1.5 Entitlement
- (a) After twelve months continuous service parents are entitled to a combined total of fifty-two (52) weeks paid and unpaid parental leave on a shared basis or in the case of eligible casuals fifty-two (52) weeks unpaid leave, in relation to the birth or adoption of their child.
  - (b) For females, Maternity Leave may be taken and for males, Paternity Leave may be taken. Adoption Leave may be taken in the case of adoption.
  - (c) Parental Leave is to be available to only one (1) parent at a time, in a single unbroken period, except that both parents may simultaneously take:
    - (i) an unbroken period of up to one (1) week for maternity and Paternity Leave at the time of the birth of the child;
    - (ii) an unbroken period of up to three (3) weeks for Adoption Leave, at the time of placement of the child.
- 10.3.1.6 Variation of Period of Parental Leave
- An employee may change the period of Parental Leave. Any request should preferably be at least four

(4) weeks prior to the commencement of the changed arrangements.

#### 10.3.1.7 Parental Leave and Other Entitlements

In conjunction with Parental Leave an employee may access any annual leave or Long Service Leave entitlements which they have accrued subject to the total amount of leave not exceeding fifty-two (52) weeks.

#### 10.3.1.8 Returning to Work After a Period of Parental Leave

- (a) The employee is to notify of their intention to return to work after a period of Parental Leave at least four (4) weeks prior to the expiration of the leave.
- (b) They 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 they will be entitled to return to the position they held immediately before such transfer.
- (c) 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.

#### 10.3.1.9 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 Connex Melbourne engages a replacement employee they will inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

### 10.3.2 Maternity Leave

#### 10.3.2.1 Entitlement

- (a) An employee who has completed twelve (12) months service by the date of commencement of Maternity Leave is entitled to Maternity Leave with pay for a total period of twelve (12) weeks.

- (b) Where an employee has been employed on a part-time basis for all or portion of a continuous period of employment of twelve calendar months she is entitled to be granted leave on a proportionate basis. Eligible casuals are only entitled to unpaid leave.
- (c) Payment in respect of Maternity Leave will not be made in advance, but paid in accordance with normal arrangements for payment of salary.

#### 10.3.2.2 Certification

- (a) The employee must provide a certificate from a legally qualified medical practitioner stating that she is pregnant and specifying the date of the expected birth.
- (b) This medical certificate must be provided no later than ten (10) weeks before the expected date of birth unless the employee could not do so because of the premature birth of the child or any other compelling reason in which case she should do so as soon as reasonably practicable.
- (c) If the employee wishes to continue to work during the period of six (6) weeks before the expected date of birth, the employee is required to provide a medical certificate stating that the employee is fit to work given the nature of her job, or whether it is inadvisable for her to continue in her normal job for a stated period because of illness or risks arising out of the pregnancy or hazards connected with her work. In such cases the twelve (12) week period of Maternity Leave will then be due to commence immediately after the date to which she has been allowed to continue on duty.
- (d) Where permission is given for an employee to continue to perform duty and she is unexpectedly confined before the date up to which she had been given permission to remain on duty, the permission to remain on duty ceases to have effect and the required period of absence commences from the date of confinement.
- (e) Resumption of duty is not permitted earlier than six (6) weeks after the birth of the

child unless the employee provides a medical certificate stating that she is fit to work given the nature of her job

- (f) Where the confinement occurs more than six (6) weeks prior to the expected date of delivery the total period of twelve (12) weeks should be counted from the actual date from which Maternity Leave is granted.
- (g) Where the pregnancy of an employee terminates earlier than twenty (20) weeks prior to the expected date of delivery there is no entitlement to paid Maternity Leave.

#### 10.3.2.3 Additional Leave

Employees may be granted additional leave after the period of Maternity Leave has expired as a deduction from other leave credits and/or leave without pay however the maximum leave granted both paid and unpaid (including the period of Maternity Leave) should not exceed fifty-two (52) weeks.

#### 10.3.2.4 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 the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of Maternity Leave.
- (b) If the transfer to a safe job is not practicable, the employee may ask, or Connex Melbourne may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

#### 10.3.2.5 Special Maternity Leave

- (a) Where the pregnancy of an employee not then on Maternity Leave terminates after twenty-eight (28) weeks other than by the birth of a living child, then the employee may take unpaid special Maternity Leave of such periods as a registered medical practitioner certifies as necessary.



- (b) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid Sick Leave to which she is entitled in lieu of, or in addition to special Maternity Leave.
- (c) Where an employee not then on Maternity Leave suffers illness related to her pregnancy, she may take any paid Sick Leave to which she is then entitled and such further unpaid special Maternity Leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid Sick Leave, special Maternity Leave and parental leave, including parental leave taken by a spouse, may not exceed fifty-two (52) weeks.
- (d) When an employee gives notice of the intention to take Maternity Leave she must provide a statutory declaration stating particulars of any period of Paternity Leave sought or taken by her spouse and that for the period of leave she will not engage in any conduct inconsistent with her contract of employment.

### 10.3.3 Paternity Leave

#### 10.3.3.1 Entitlement

- (a) An employee who has completed twelve (12) months continuous service at the date of birth of a child and who makes a statutory declaration that he is the father of, or has accepted responsibility for the care of a child, may be granted Paternity Leave with pay for a period not exceeding one (1) week, or for periods that in the aggregate do not exceed one (1) week, or in the case of an eligible casual unpaid leave, provided that it commences not more than:
  - (i) one (1) week prior to the expected date of birth of the child;
  - (ii) five (5) weeks after the birth of the child. (This means the leave should be completed not later than six (6) weeks after the birth).

- (b) A part-time employee is entitled to be granted Paternity Leave on a pro-rata basis.
- (c) Eligible casuals are entitled to unpaid leave only.

#### 10.3.3.2 Application

In cases of still birth, paid Paternity Leave may be granted subject to the production of substantiating medical evidence but not in cases where the pregnancy terminates earlier than twenty weeks prior to the expected date of delivery.

#### 10.3.3.3 Additional Leave

Employees may also apply to be granted unpaid Paternity Leave on the proviso that the employee will be the primary care giver for the child during the period concerned and that they will not be having time-off with a spouse or de facto spouse who is on Maternity Leave. The maximum period of leave granted both paid and unpaid Paternity Leave should not exceed fifty-two (52) weeks.

#### 10.3.3.4 Certification for Additional Leave

- (a) In applying for unpaid Paternity Leave the employee must provide to the employer at least ten (10) weeks prior to each proposed period of Paternity Leave, a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of birth, or states the date on which the birth took place; and written notification of the dates on which he proposes to start and finish the period of Paternity Leave; and a statutory declaration stating:
  - (i) he will take that period of Paternity Leave to become the primary care-giver of a child;
  - (ii) particulars of any period of Maternity Leave sought or taken by his spouse;
  - (iii) that for the period of Paternity Leave he will not engage in any conduct inconsistent with his contract of employment.

- (b) This medical certificate must be provided no later than ten (10) weeks before the expected date of birth unless the employee could not do so because of the premature birth of the child or any other compelling reason in which case he should do so as soon as reasonably practicable.

#### 10.3.4 Adoption Leave

##### 10.3.4.1 Entitlement

- (a) An employee, who has completed twelve (12) months continuous service, or an eligible casual, may take leave for the purposes of adopting a child.
- (b) An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure.
- (c) The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two (2) days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

##### 10.3.4.2 Certification

- (a) Before commencing Adoption Leave, an employee will provide the employer with a statutory declaration stating:
  - (i) the employee is seeking Adoption Leave to become the primary caregiver of the child;
  - (ii) particulars of any period of Adoption Leave sought or taken by the employee's spouse;
  - (iii) that for the period of Adoption Leave the employee will not engage in any conduct inconsistent with their contract of employment.
- (b) Connex Melbourne may require an employee to provide confirmation from the

appropriate government authority of the placement.

#### 10.3.4.3 Notification

- (a) The employee is to notify Connex Melbourne at least ten (10) weeks in advance of the date of commencement of Adoption Leave and the period of leave to be taken. An employee may commence Adoption Leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- (b) Where the placement of a child for adoption with an employee does not proceed or continue, the employee is to notify the employer immediately and Connex Melbourne will nominate a time not exceeding four (4) weeks from receipt of notification for the employee's return to work.
- (c) An employee will not be in breach of this subclause 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.

### 10.3.5 Personal Leave

#### 10.3.5.1 Entitlement

- (a) Paid personal leave will be available to an employee when they are unable to attend for work due to:
  - (i) personal illness or injury (Sick Leave);
  - (ii) the need to care for an immediate family or household member because of illness, personal injury or an unexpected emergency which requires the employee's care and support (Carers Leave);
  - (iii) bereavement on the death of an immediate family or household member (Bereavement Leave).

- (b) Immediate family is defined as:
- (i) a spouse of the employee;
  - (ii) a child (including an adult child, an adopted child, a step child or an ex-nuptial child) of the employee or of the spouse of the employee;
  - (iii) a parent, grandparent, grandchild or sibling of the employee or spouse of the employee.
- (c) Spouse is defined as:
- (i) a de facto spouse who lives with the employee as his or her husband or wife on a genuine domestic basis although not legally married to the employee;
  - (ii) a former spouse, a de facto spouse and a former de facto spouse
- (d) Day in respect of payment of this agreement means the amount due for a period equal to one tenth of the ordinary hours of duty per fortnight and excludes any incentive based payments, shift allowances or penalty rates.

### 10.3.6 Sick Leave

#### 10.3.6.1 Entitlement

- (a) A full-time employee of Connex Melbourne accrues Sick Leave as follows:

	Leave on full pay days	Leave on full pay* hours
On completion of three (3) months' service in respect of the first year of service	9	68.4
On completion of one (1) years' service	21	159.6
On completion of two (2) years' service and each year thereafter	15	114

- (b) A part-time employee accrues Sick Leave similarly but on a proportionate basis relative to the average hours of work each year.
- (c) For the purpose of this subclause years, or year of service means the period between the date of commencement of employment in any year and the anniversary of the commencement of employment in the next year.
- (d) Unused Sick Leave credits accumulate from year to year without limitation.

#### 10.3.6.2 Notification of Absence

- (a) An employee is to inform Connex Melbourne of their inability to attend for work because of personal illness or injury as soon as is reasonably practicable and in accordance with local requirements in regard to notification, and as far as practicable, state the estimated duration of absence. Notification should be given, if reasonably practicable, prior to the employee's shift commencement time.
- (b) An employee must advise Connex Melbourne of their intention to resume duty as soon as they become aware of their ability to do so.

#### 10.3.6.3 Certification

- (a) Where practicable applications for leave of absence on the grounds of illness are to be supported by a certificate of a registered health practitioner which must state that in the practitioner's opinion the employee is unfit for work because of a personal illness or injury. If it is not reasonably practicable for the employee to give the employer a medical certificate then a statutory declaration can be made explaining why it was not.
- (b) Connex Melbourne may approve leave of absence on the grounds of illness, without the production of a medical certificate, to a total of five (5) days in any Sick Leave year of service provided that the maximum number of consecutive days that will be approved without a medical certificate is three.

- (c) An employee is not required to furnish a medical certificate whilst an inpatient at a registered hospital or where the employers' medical practitioner indicates an unfitness for duty following a medical examination.
- (d) An employee must provide satisfactory evidence that he or she was unable to attend for duty due of illness on the day or days for which Sick Leave is claimed. Any dispute in relation to Connex Melbourne withholding payment under this clause is to be processed in accordance with the Dispute Settling Procedures contained in this Agreement.
- (e) An employee is not to be paid Sick Leave for any period during which they are absent from work because of personal illness or injury for which they are receiving accident pay or workers compensation, or for other than ordinary hours of employment.

#### 10.3.6.4 Illness during Annual Leave

- (a) Any employee who is sick whilst on annual leave may apply to substitute Sick Leave, for annual leave subject to them verifying that he or she is incapacitated through illness to such an extent as would cause inability to perform any duty for a specified number of days amounting to at least one (1) week in a continuous period during currency of the period of annual leave.
- (b) To qualify the employee must immediately return any annual leave travel pass covering the period of leave for which Sick Leave is sought to be substituted in lieu.

#### 10.3.6.5 Absence during an Industrial Stoppage

Employees who are directly involved in an industrial stoppage will not be paid leave of absence for any illness or injury on any working day or shift affected by the stoppage.

### 10.3.7 Bereavement Leave

#### 10.3.7.1 Entitlement

- (a) Bereavement Leave on full pay up to a maximum of three days may be approved in relation to a death of the spouse, father, mother, brother, sister, grandparent, child

or stepchild of the employee concerned or the father, mother, brother, sister or grandparent of the spouse of the employee concerned.

- (b) The relationship of the employee to the deceased must be established either by a newspaper cutting, or where this is not conclusive, by a Statutory Declaration.
- (c) For the purpose of this subclause the word 'spouse' shall include de facto wife or husband and the words 'father' and 'mother' shall include foster father or mother and step father or mother.

#### 10.3.7.2 Application

- (a) Payment in respect of Bereavement Leave is to be made only where the employee otherwise would have been on duty, and is not to be granted in any case where, for instance, he/she would have been off duty in accordance with his/her roster including a programmed leisure day/extra day off or annual leave, Long Service Leave, Sick Leave, injury leave, leave without pay or on a public holiday.
- (b) An employee is entitled to leave with pay for time necessarily lost from duty in the event of attendance at a formal locally held memorial service in respect of the death outside Australia of an immediate member of the family of the employee. The approval of leave in such situations would be a maximum of one (1) day. The relationship of the employee to the deceased must be established as provided in subclause 10.3.7.1(b) of this Agreement.
- (c) Subject to the maximum of three (3) days in total, Bereavement Leave is restricted to the period from the day of death of the relative to the day after the day of the funeral.

### 10.3.8 Carers Leave

#### 10.3.8.1 Entitlement

- (a) An employee with responsibilities in relation to a member of their immediate family or members of their household, is entitled to use, in accordance with this



subclause, up to ten (10) days per annum of any Sick Leave entitlement to provide care and support for such persons because of a personal illness or injury or unexpected emergency.

- (b) The entitlement to use Sick Leave in accordance with this subclause is subject to:
  - (i) the employee being responsible for the care of the person concerned;
  - (ii) the person concerned being either a member of the employees' immediate family or a member of the employees' household.
- (c) In normal circumstances an employee must not use Sick Leave in accordance with this clause where another person has taken leave to care for the same person.
- (d) An employee who requires Carers Leave may also utilise the following provisions of this Agreement:
  - (i) Annual Leave consistent with Subclause 10.3.10
  - (ii) Time off in lieu of payment for overtime consistent with Clause 10.1.7;
  - (iii) Make-up time consistent with Clause 10.1.3;
  - (iv) Up to two (2) days unpaid Carers Leave on each occasion.
- (e) In addition, Connex Melbourne may approve additional unpaid leave for the purpose of providing care to a family member who is ill or has suffered an injury.

#### 10.3.8.2 Certification

To be entitled to Carers Leave the employee is to provide Connex Melbourne with a medical certificate from a registered health practitioner or a Statutory Declaration made by the employee stating that a member of their immediate family or members of their

household require their care or support because of personal illness, injury or unexpected emergency. This documentation must be provided as soon as reasonably practicable before or after the leave commences.

#### 10.3.8.3 Notification of Absence

Where Carers Leave is required the employee is to notify Connex Melbourne of their inability to attend work as soon as is reasonably practicable, in accordance with local notification requirements and to indicate, as far as possible, the estimated duration of the absence. If reasonably practicable, the employee is to provide prior notice of such absence.

### 10.3.9 Compassionate Leave

#### 10.3.9.1 Entitlement

An employee is able to use up to two (2) days of any Sick Leave entitlement for the purposes of spending time with a member of their immediate family or member of their household on each occasion that one of them has a personal illness or injury that poses a serious threat to their life

#### 10.3.9.2 Certification

To be entitled to Compassionate Leave the employee is to provide Connex Melbourne with a medical certificate from a registered medical practitioner stating that a member of their immediate family or member of their household has a personal illness or injury that poses a serious threat to their life. This documentation must be provided as soon as reasonably practicable before or after the leave commences.

### 10.3.10 Annual Leave

10.3.10.1 Full-time employees are entitled to one hundred and fifty-two (152) hours annual leave, exclusive of any public holidays that occur during a period of annual leave, after each fifty-two (52) weeks of continuous service.

10.3.10.2 Employees working to a shift work roster, which includes work on Sundays and/or public holidays, are entitled to one hundred and ninety-two (192) hours annual leave after each fifty (52) weeks of continuous service.

10.3.10.3 Continuous service is not broken by any of the following:

- (a) absence on accident pay or work cover subject to a maximum continuous period of fifty-two (52) weeks;
- (b) absence on paid leave;
- (c) authorised leave without pay, or Sick Leave, up to twelve (12) continuous weeks provided that for any authorised leave without pay exceeding twelve continuous weeks the annual leave entitlement will be reduced as follows:
  - (i) more than twelve (12) weeks but less than twenty-four (24) weeks - one quarter (1/4);
  - (ii) twenty-four (24) weeks but less than thirty-six (36) weeks - one half (1/2);
  - (iii) thirty-six (36) weeks but less than forty-eight (48) weeks - three quarters (3/4);
  - (iv) forty-eight (48) weeks or more - all leave due.

10.3.10.4 In addition to payment for annual leave, employees are to be paid an annual leave loading of 17.5 percent paid proportionately to the amount of annual leave taken, and paid at the same rates as the leave to which it applies, except that employees who regularly work shiftwork and are rostered to work Sundays and public holidays are to be paid an annual leave loading of 20 percent.

10.3.10.5 An employee who requests to work a pattern of night shifts by way of mutual exchange or as a matter of personal preference does not comply with the definition of a shift worker and will only be entitled to one hundred and fifty-two (152) hours of annual leave and loading of 17.5 percent each year.

10.3.10.6 Annual leave accruals for part-time employees are calculated on the weekly average of the ordinary hours worked during the leave year.

10.3.10.7 An employee may seek approval to take annual leave in single day periods in which case they may defer payment of annual leave loading for single day

absences, until at least five (5) consecutive annual leave days are taken.

- 10.3.10.8 Any employee who is sick whilst on annual leave may apply to substitute Sick Leave, for annual leave providing they supply a medical certificate from a registered medical practitioner verifying that they are incapacitated through illness to such an extent as would render them incapable of performing work for at least one (1) week in a continuous period. The employee must immediately return any annual leave travel pass covering the period of leave for which Sick Leave is sought to be substituted.

### 10.3.11 Long Service Leave

#### 10.3.11.1 Entitlement

- (a) A full-time employee is entitled to thirteen (13) weeks Long Service Leave with pay after the completion of ten (10) years continuous service.
- (b) Additional entitlements accrue at the rate of six and a half weeks (6.5) leave with pay in respect of each additional period of five (5) years completed continuous service.
- (c) The hours of Long Service Leave for a part-time employee are calculated in proportion to the average hours of work each year.
- (d) Where an employee retires on account of age or ill health, or is terminated on the grounds of redundancy, entitlement to Long Service Leave is subject to a minimum of four (4) years completed continuous service and is computed on the basis of one point three (1.3) weeks leave for each completed year of service.

#### 10.3.11.2 Application

- (a) Where an employee with ten (10) years or more of continuous service resigns or is dismissed for disciplinary reasons makes a written application, the employer may, at its discretion, grant payment in lieu of long service on the basis of completed years of service.
- (b) On request from an employee, the whole, or any part of due Long Service Leave may be taken at half pay for a period equal to

twice the whole or part of the period to which the employee is entitled. For the purposes of this subclause half pay means pay computed at half the rate that would have been received had the leave been granted at full pay.

- (c) In calculating the period of service for Long Service Leave purposes any continuous period of leave of absence without pay for one (1) month or more is to be excluded.

#### 10.3.11.3 Salary Sacrifice

- (a) Long Service Leave is intended to be used for recreational purposes however, it is agreed to provide the opportunity for employees to capitalise accrued leave in certain circumstances.
- (b) Employees may nominate prospectively to salary sacrifice into an approved Superannuation fund any future Long Service Leave entitlement that may become due. However, they must have established thirteen (13) weeks Long Service Leave and must maintain a minimum of five (5) weeks accrued Long Service Leave for recreational or other purposes.
- (c) In the event of extenuating circumstances, Connex Melbourne may agree to a request from an employee to the commutation of Long Service Leave to an equivalent cash benefit.

## **11. TRAVEL PASS ENTITLEMENT**

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### **11.1 Employee Free Travel Authority (EFTA)**

#### **11.1.1 Eligibility**

An EFTA will be issued to full-time and permanent part-time employees of Connex Melbourne for the respective period of their employment. Staff employed under agency or consultancy arrangements are not eligible to be issued with an EFTA.

#### **11.1.2 Personal Use Only**

- 11.1.2.1 The EFTA and associated Touchcard are for the employee's personal use whilst employed with Connex Melbourne. They are to be kept secure at all times and are not to be given to anyone else, for any purpose.

- 11.1.2.2 Any employee who knowingly allows someone else to use their EFTA and/or associated Touchcard will have both the EFTA and Touchcard withdrawn for a period of up to two years in accordance with Metlink policy.

11.1.3 Leave of Absence without Pay

An employee absent for greater than three (3) months leaves without pay must return their EFTA and Touchcard prior to taking for such leave.

11.1.4 Travel Availability

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

- Melbourne metropolitan trams, trains and buses (both Government and privately owned).
- V/Line Passenger services including V/Line rail replacement coach services.
- The EFTA does not permit travel on the following services:
  - Interstate trains beyond Albury or Wolsley;
  - Chartered trains, trams and buses;
  - Tourist railways and trams;
  - Privately operated country and provincial city route buses unless designated a V/Line service.

11.1.5 Reservations

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

11.1.6 Termination

An employee who retires, resigns or whose service is terminated for any reason, including redundancy must return their EFTA and Touchcard on the final day of service. Connex Melbourne may withhold any final payments due to a terminating employee until these items have been returned to company.

**11.2 Intrastate Leave Passes**

Employees granted paid leave of absence for a period of five (5) days or more can be issued a free first-class Intrastate Travel pass for their spouse and eligible dependent children for the extent of the respective leave period.

### 11.3 Interstate Leave Passes

#### 11.3.1 Entitlement

- 11.3.1.1 Interstate Leave Passes will be made available to employees of Connex Melbourne, or businesses transmitted to Connex Melbourne in the establishment of a single metropolitan rail business, who were employed before 1 July 2003 in accordance with the following provisions.
- 11.3.1.2 Employees engaged after 1 July 2003 are not entitled to interstate passes.
- 11.3.1.3 Employees when granted paid leave of absence may be issued an Interstate Travel Pass for self; their spouse and; eligible dependents, subject to certain conditions.
- 11.3.1.4 Employees are entitled to one (1) free Interstate travel pass in any annual leave year. Such entitlement, if unused, does not accumulate.
- 11.3.1.5 While the value of this fringe benefit is not included as part of the employees annual income, as required by law, it must be reported on the employee's taxation Payment Summary (Group Certificate), and may be taken into consideration by the Australian Taxation Office for income tests for certain benefits and taxation surcharges.

#### 11.3.2 Travel Availability

- 11.3.2.1 Employees are issued with an Interstate Free Travel Voucher which is exchanged for a ticket, enabling travel on:
  - intersystem train services that extend services that extend beyond Victorian border stations;
  - intersystem services that extend beyond V/Line interstate Rail/Coach Link Service terminals;
  - other intersystem services that entail travel across at least one (1) state border.
- 11.3.2.2 An eligible employee may be issued with one (1) free travel voucher for northern states and another for western states during the same leave period or in the one (1) annual leave year.

11.3.2.3 Interstate Free Travel Vouchers are not available for travel on:

- public transport services in the metropolitan area of any capital city on chartered or privately owned interstate services unless designated a service of the particular rail system;
- tourist services;
- certain intersystem services as nominated from time to time.

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

### 11.3.3 Salary Sacrifice Option – Interstate Travel Vouchers

11.3.3.1 Employees who are members of the Revised, New or Transport superannuation schemes can, from 1 January 2006, elect to make employee contributions to their fund via a salary sacrifice arrangement. Employees who elect to utilise this option are only able to salary sacrifice the equivalent value of the contributions they are entitled to make in accordance with the rules of their superannuation scheme.

11.3.3.2 Variations to the prescribed amount shall be limited to the employee contribution rules that apply to each individual scheme.

11.3.3.3 Salary sacrifice contributions are treated as employer contributions and will form part of "adjusted taxable income" and are subject to Federal Government tax laws. In the event that legislation or taxation changes occur for salary sacrificing for superannuation which imposes additional cost upon Connex Melbourne then the company may elect to discontinue this arrangement.

11.3.3.4 Salary packaging of superannuation contributions under this agreement is subject to the maximum tax deductible contributions as specified by the Australian Tax Office from time to time.

11.3.3.5 Employees who elect to salary sacrifice contributions to the nominated superannuation schemes will be required to permanently surrender their interstate travel pass entitlements as contained in this subclause. This arrangement will not preclude any entitlement to passes on retirement.

11.3.3.6 Employees considering the salary sacrifice option should obtain independent financial and taxation



advice to determine whether this is a viable option for their individual circumstance.

#### **11.4 Retired Employee Travel Authority (RETA)**

##### **11.4.1 Eligibility**

- 11.4.1.1 An employee who has or will complete a total of twenty (20) years service with Connex Melbourne and/or its predecessors is eligible to be issued with a Retired Employee Travel Authority (RETA) at the time of retirement on account of age or ill health.
- 11.4.1.2 The spouse and/or eligible dependents of such an employee shall also be entitled to be issued with a RETA subject to the terms and conditions applicable.
- 11.4.1.3 Members of the Revised Superannuation Scheme who resign after reaching the age of fifty-four (54) years and eleven (11) months and who would otherwise have become eligible to be issued with a RETA at age fifty-five (55) are eligible, subject to having attained a minimum of twenty (20) years qualifying service.
- 11.4.1.4 Where a Connex Melbourne employee who has met the above criteria is made redundant then they, their spouse and eligible dependents shall be able to obtain a RETA upon the redundant employee reaching retirement age.
- 11.4.1.5 In the event of the death of a Connex Melbourne employee, their spouse and/or eligible dependents shall be entitled to be immediately issued with a RETA, provided the employee had attained twenty (20) years service as provided above.

##### **11.4.2 Intrastate Travel Entitlements**

- 11.4.2.1 Employees eligible for intrastate travel entitlements as in subclause 11.2 of this Agreement will be issued with a free intrastate travel pass for the period of accrued annual leave; public holidays; thirty-eight (38) hour credits and; Long Service Leave paid in lieu.
- 11.4.2.2 If requested, a pass will also be issued for this period for the employees' spouse and eligible dependants.

##### **11.4.3 Interstate Travel Entitlements**

- 11.4.3.1 Employees eligible for interstate travel entitlements, as in subclause 11.3 of this Agreement will be issued on request an interstate free travel voucher for self spouse and eligible dependents, to be used during the period representing accrued annual leave; public holidays; thirty-hour (38) hour credits and; Long Service Leave.

- 11.4.3.2 Deferment of travel, because of ill health, is allowed for up to six (6) months on production of a medical certificate.

11.4.4 Resignation

Employees who resign are not eligible for any passes on retirement. However, employees who resign after reaching the minimum retiring age are considered to have retired and may be eligible for after retirement entitlements.

## **12. PRODUCTIVITY INITIATIVES – ESTABLISHED AS PART OF THIS CONNEX MELBOURNE UNION COLLECTIVE AGREEMENT 2006-2009**

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### **12.1 Primary Initiatives**

The following productivity initiatives have been agreed by the parties in forming this agreement and are eligible for implementation at a date no later than the date of application of the first wage adjustment provided in Clause 7.1 of this agreement.

#### **12.1.1 Amalgamation of Driver Rosters**

- 12.1.1.1 The union and its members and Connex Melbourne employees agree to participate as required in the introduction and operation of the integrated Connex metropolitan network train driver rosters. The objective is to achieve this by October of 2006.
- 12.1.1.2 Integrated rosters will enable drivers to operate on all parts of the system, subject to appropriate qualifications and training and rosters.
- 12.1.1.3 The introduction of such integrated roster will be in accordance with this Agreement and consultation processes.

#### **12.1.2 Automated Operating Information Systems**

- 12.1.2.1 Connex is planning to introduce an integrated system of automated rostering, timetabling, fleet allocation, payroll inputting and award interpretation during the later half of 2006 and 2007.
- 12.1.2.2 A program of consultation will commence with unions and staff during 2006 to provide an overview of the proposed system and to allow appropriate input.
- 12.1.2.3 The implementation of this new system will not involve any staff redundancies or claims by the union or staff for additional payments or wages.

### **12.1.3 Drivers Annual Leave Roster – Voluntary Deferral**

- 12.1.3.1 When business needs or driver resources require, Connex Melbourne may invite train drivers to voluntarily defer a proportion of their next period of rostered Annual Leave.
- 12.1.3.2 A decision to commence or discontinue this program will be at the discretion of Connex, as will be the scope of the program. Where it is decided to open the program it will be open to all drivers to volunteer for one (1) full roster cycle and will be subject to the current arrangements for such deferrals.

### **12.1.4 New Ticketing Solution – Implementation Stage**

- 12.1.4.1 The Victorian Government is in the process of replacing the current public transport ticketing system with a new ticketing system, which will involve new technology and new operational arrangements for both staff and customers.
- 12.1.4.2 The Transport Ticketing Authority (TTA) has been established by the government to procure the new system; select a contractor and; be responsible for on-going management of the contract. Replacement of the current system is expected to have two (2) stages - an initial Implementation Stage, followed by the live Operational Stage.
- 12.1.4.3 The initial Implementation Stage will require direct input from the transport operating companies, including Connex Melbourne, to develop the detailed requirements of the new system, in conjunction with the TTA and the selected contractor.
- 12.1.4.4 This stage, which will involve Connex Melbourne employee input, is expected to comprise the following:
  - (a) system design activities drawing on staff knowledge of the existing system;
  - (b) location of equipment and station and office layouts;
  - (c) specification of NTS equipment operating requirements;
  - (d) development of business rules, procedures and reporting requirements;
  - (e) development of transition plans;
  - (f) identification of training needs;

- (g) undertaking staff training necessary for successful operation of the new system;

- 12.1.4.5 Connex and the TTA will involve and consult with staff and unions on all such activities.
- 12.1.4.6 Connex employees and the RTBU Operations and Salaried and Administration Divisions agree to positively support the introduction of the New Ticketing System through active involvement in all aspects of the initial Implementation Stage of the project.
- 12.1.4.7 Employees and the RTBU Operations and Salaried and Administration Divisions also agree to establishment, in conjunction with Connex and the TTA, of an agreed Protocol to ensure smooth transition to the New Ticketing System for both customers and staff.
- 12.1.4.8 It is agreed that a Connex/employee representative working party will be established to oversee the progress of input of Connex staff and union members into the Implementation stage of the New Ticketing System project.

#### 12.1.5 Service Performance Improvements – Reduction of PWMs

- 12.1.5.1 The parties are committed to improving the operating performance and delivery of punctual services to Connex Melbourne customers and will work co-operatively on an ongoing basis to identify initiatives to achieve this goal. Such initiatives will include but not be limited to the following:
- 12.1.5.2 The parties have agreed to implement the following non-safety critical Fleet Maintenance Protocols (FMP) fleet fault categories:

Fault	New FMP	Propose	Action
CCTV Inoperative	FR	2P	If public address is operative
DDU Inoperative	FR	2P	As above
PA Inoperative	FR	2P	Portable megaphone to be installed
Emergency Lighting	FR	2P	New fault of 'partial lighting'
Murals	OHS Pin	4P	Fence strengthening and water

#### 12.2 Supplementary Productivity Initiatives – Further Wage Increases

- 12.2.1 Further wage increases of 2 percent in total will be available in relation to successful delivery of the programs identified below, as provided in Subclause 7.1.1 of this Agreement.

12.2.2 Such additional wage increases, subject to successful implementation, will be applicable in conjunction with the last two incremental wage increases on the 1 percent in July 2008 and 1 percent in January 2009.

12.2.3 Connex Melbourne will not unreasonably withhold payment if implementation is delayed due to circumstances outside of the control of the union, their members and employees of Connex.

**12.2.4 Concorde Implementation – Comeng Train Fleet**

12.2.4.1 The Concorde project is being introduced to facilitate the integration of the Comeng fleet and services throughout the metropolitan rail network.

12.2.4.2 The parties agree to work co-operatively and introduce the required fleet modifications necessary to achieve the required standardisation, without disruption to train services.

**12.2.5 Metrol Disaster Recovery Site - Establishment**

12.2.5.1 To mitigate any possible interruption to operation of the current Metrol facility and enable continuation of train services, Connex Melbourne will establish a duplication of essential Metrol operations Disaster Recovery Site (DRS) at a remote site during 2006.

12.2.5.2 Metrol staff agrees to move between Metrol and the DRS as required to maintain currency and familiarity and participate in testing of the facility.

12.2.5.3 In the event of an incident requiring operation of the DRS facility, Metrol staff will relocate to undertake necessary operations.

**12.2.6 New Safeworking Rules**

12.2.6.1 The parties will positively participate in the consultative process to establish the new Connex Melbourne safeworking operating rules, to be derived from the Australian Safeworking Rules.

12.2.6.2 Once established through that process, it is agreed to implement the changes required by the Connex rule book, including any necessary training.

12.2.6.3 The employees covered by this Agreement agree there will be no further claims in relation to this matter.

## 12.2.7 New Ticketing Solution – Operational Stage

All employees will participate and contribute as required in the delivery of the:

- 12.2.7.1 Operational Stage of the project and to the future operation of the New Ticketing system, as described below, without any further claims for any associated matter, including payments, work arrangements, new technology, training or staffing.
- 12.2.7.2 Implementation of the New Ticketing system in Connex Melbourne will not result in redundancy of any staff.
- 12.2.7.3 Staff and the RTBU Operations and Salaried and Administration Divisions also agree to establishment, in conjunction with Connex and the TTA, of an agreed Protocol to ensure smooth transition to the New Ticketing System for both customers and staff.
- 12.2.7.4 Connex Melbourne and the other parties to this Agreement will continue to monitor the New Ticketing Solution application in Connex and the Customer Defined Availability and to address issues as they arise, through the agreed consultative processes.
- 12.2.7.5 The New Ticketing Solution for public transport in Victoria will be based on contact less, stored value, scan on / scan-off technology, commonly referred to as Smartcard technology.
- 12.2.7.6 For regular customers, a long-life Smartcard is loaded with cash value; the Smartcard is then scanned-on and scanned-off when trips are made on the public transport system; once cash value is used up, the Smartcard can be re-loaded with further cash value at various locations. For non-regular customers, disposable Smartcards will be available.
- 12.2.7.7 NTS will provide new equipment on all modes of public transport, with touch screen interface for customers and staff. The new equipment includes:
  - (a) ticket office terminals;
  - (b) card vending and add value machines;
  - (c) scan-on scan/off readers;
  - (d) electronic gates (barriers);
  - (e) hand-held devices for revenue collection and enforcement;
  - (f) stand-alone card enquiry machines;

- (g) digital cameras.

12.2.7.8 Training in all aspects of NTS will be provided. It is agreed that during both the transition to the new system, and following the full implementation, that full commitment of staff will be given to undertaking the following activities:

- (a) sale of disposable and long-life Smartcards from ticket offices;
- (b) adding value and re-loading ticket products for customers;
- (c) registration of long-life Smartcards and replacement of lost/stolen Smartcards;
- (d) operation of the V/Line reservation system as part of NBS;
- (e) ongoing customer education and assistance in NTS;
- (f) management of the operation of electronic gates via the Gate Attendant Controller device;
- (g) use of digital cameras to personalise Smartcards, including concession cardholders;
- (h) monitoring of real time alarms and alerts, and taking appropriate action in accordance with relevant company procedures;
- (i) utilising NTS operating data and information to achieve business objectives (revenue growth, minimisation of fare evasion, etc.);
- (j) adopting the use of the hand-held devices in implementing the company's revenue strategies undertaking all required training.

#### 12.2.8 New Train Communications - Introduction

The parties agree to participate in the development and to implement a new train communications system, which is planned for introduction during 2008. The unions and employees covered by the Agreement agree there will be no further claims in relation to this matter.

### **12.2.9 New Year's Eve Services**

- 12.2.9.1 Staff rosters/rotation may be adjusted to enable staff to be rostered on to cater for the required New Year's Eve services each year, 31 December and 1 January.
- 12.2.9.2 Roster rotations for New Year's Eve Services will be notified to employees by 1 October each year.
- 12.2.9.3 Any subsequent adjustment due to changed service requirements will be notified as soon as available.
- 12.2.9.4 Staff rostered on New Year's Eve services will be paid according the provisions of this Agreement.

### **12.2.10 Vigilance Control and Events Recording System (VICERS)**

- 12.2.10.1 A vigilance control and events recording system will be introduced to the Connex Melbourne fleet during 2007.
- 12.2.10.2 The vigilance system will be task linked to the divers' actions, such as powering, braking or blowing the whistle.
- 12.2.10.3 The event recorder will log vigilance responses and train operation parameters, such as power, braking and speed.
- 12.2.10.4 The system will initially be installed on the Comeng fleet; however it is proposed that this equipment will then be introduced on the Siemens and X'trapolis trains fitted with equipment exhibiting the same functionality.
- 12.2.10.5 Staff and their representative union parties agree to continue their involvement in the established consultative forum to develop processes for the operation of this equipment in the Connex Melbourne fleets.
- 12.2.10.6 Following the satisfactory completion of this process, it is agreed to introduce and operate the VICERS equipment in line with the implementation program and that the staff or their representative unions will make no further claims for any reason in relation to this program.

## **12.3 Further Initiatives**

The parties agree that subject to the normal consultative process, that other agreed productivity initiatives may be identified and implemented during the term of this Agreement without further claims for wages or conditions.



### **13. EMPLOYMENT CONDITIONS – OPERATIONS, SALARIED ADMINISTRATON AND ENGINEERING EMPLOYEES**

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#### **13.1 Allowances and Expenses**

##### **13.1.1 Disruption to Work Allowance**

- 13.1.1.1 An allowance is payable to specified employees who are required to perform their normal duties under abnormal conditions as a result of an approved and particular project for the renovating /restoring/ upgrading/reconstructing of buildings workshops being undertaken at their place of work and they cannot be relocated.
- 13.1.1.2 Where employees cannot be relocated and they are required to perform their normal duties in an existing office/building undergoing major structural or internal alterations, for not less than two hours on a shift, such employees are to be paid an allowance of fifty (50) cents per hour for each and every hour worked in those circumstances.
- 13.1.1.3 For the purpose of this clause a significant disability occurs when employees encounter excessive noise, dust and/or disruptive inconvenience caused by the use of power tools and equipment used during the construction activities.
- 13.1.1.4 When authorising such payment Connex Melbourne is required to certify that the building alterations and renovations are such as to constitute changes in the work environment to the extent that they amount to a significant net addition to the work requirements of the employees concerned.

##### **13.1.2 Limitation of Application – Senior Officers and PEs**

- 13.1.2.1 This clause shall apply to salaried and professional grades that are accorded the classified rates applicable to a Senior Officers or Professional Engineers. The provisions of this clause also apply to employees who are in receipt of such payment on the basis of an approved Acting in Higher arrangement.
- 13.1.2.2 Provisions applicable to Senior Officer Division 12 and below or Professional Engineer Class 3 and below
  - (a) Employees who are in receipt of a salary equal to or below the annual rate applicable for Senior Officer Division 12 or Professional Engineer Class 3 (Maximum) shall be entitled to the provisions contained in this Agreement, however, the provisions of Subclause 13.2.4 Overtime; Subclause

13.2.5 P/Holidays; Subclause 13.2.7 Saturdays/Sundays and; 10.1.6 Shiftwork Allowances shall only apply to employees who are regularly rostered to work shiftwork and/or overtime which requires them to be on duty on weekends and/or public holidays.

- (b) Where an employee is not regularly rostered to work such shifts then Connex Melbourne may approve application of any of the nominated clauses, which may include determining the rate of salary and the conditions of payment.

**13.1.2.3 Provisions applicable to Senior Officer Division 13 and above or Professional Engineer Class 4 and above**

- (a) Employees who are in receipt of a salary at the above rates of pay shall only be entitled to the provisions of the following clauses contained in this agreement:

Clause 10.1.5	Travelling and Incidental Expenses
Clause 13.3.6	Ordinary hours*
Clause 10.3.10.1	Annual Leave
Clause 10.3.5	Personal Leave
Clause 10.3.1	Parental Leave
Clause 10.1.3	Make Up Time
Clause 10.1.7	Time In Lieu

\* Subclause 13.3.6.2 does not apply to Senior Officers 17 and above or Professional Engineers Class 5 and above.

**13.1.3 Meal Allowances**

Employees are to be paid a meal allowance in accordance with the Schedule of Rates and Allowances of this Agreement when they work more than two (2) hours overtime subject to a minimum of more than ten (10) hours on duty and then a further meal allowance for each five (5) hour period that the shift continues.

**13.1.4 Permanent Night Shift Allowance**

**13.1.4.1 Employees who:**

- (a) work night shift only;

- (b) remain on night shift for a longer period than four (4) consecutive weeks;
- (c) works 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;

are to be paid an additional amount for each hour worked, as provided in the Schedule of Rates and Allowances of this Agreement -- excluding overtime or any other time which is payable in excess of single rate. In such case the normal Night Shift Allowance does not apply.

- 13.1.4.2 This allowance does not apply to employees who request to work a pattern of night shifts by way of mutual exchange or as a matter of personal preference.

#### 13.1.5 Senior Signaller

In boxes in which more than one signaller (this allowance does not apply to Area or Depot Controllers) are employed on the majority of shifts the one designated by Connex Melbourne as the most senior will be paid the allowance in accordance with the Schedule of Rates and Allowances of this Agreement per week in addition to their ordinary rate.

#### 13.1.6 Suburban Group Working

- 13.1.6.1 Employees in the grades of clerk, stationmaster and station officer, signaller or station assistant, whilst engaged on suburban group working, are to be paid a daily allowance of in accordance with the Schedule of Rates and Allowances of this Agreement provided a minimum of three locations are on their relief roster
- 13.1.6.2 The Central Business District stations are regarded as one location and expenses are not to be paid to employees relieving at those locations.
- 13.1.6.3 This allowance is computed on the basis of seven (7) days per week but is not paid during any period of absence from duty without pay or during any period of annual leave or during any period of other leave of absence with pay except for public holidays or a day in lieu of overtime.

## **13.2 Rates of Pay, Allowances and Related Matters**

### **13.2.1 Excess Shifts**

- 13.2.1.1 Except as otherwise provided, all time worked by a full-time employee on an eleventh (11) or twelfth (12) shift in any fortnightly pay period, is to be paid for at the rate of time and a half, provided that any portion of an eleventh (11) or twelfth (12) shift worked on a Saturday, will be paid at the rate of double time.
- 13.2.1.2 Any time worked on a thirteenth (13) or subsequent shift in any fortnightly pay period will be paid at the rate of double time.

### **13.2.2 Guaranteed Payment**

- 13.2.2.1 Except for part-time staff an employee who is ready and willing and available for all work offering is to be paid each fortnight an amount equivalent to the number of hours at their ordinary rate of wage for their classification. In calculating the guaranteed payment there is to be included all wages or salaries as appropriate, which are paid to the employee within the first ten shifts excluding:
  - (a) penalties for shift work and for overtime, Saturday time, public holidays and Sunday time;
  - (b) any allowance representing the difference between the classified rate and the ordinary rate applicable whilst acting in a higher grade.
- 13.2.2.2 if earnings in the first ten (10) shifts fall short of the guaranteed minimum then payment for up to four hours of an eleventh (11) shift with penalty at time and one half may be used.
- 13.2.2.3 The guarantee for a part-time employee will be the minimum agreed hours of work.
- 13.2.2.4 Where through genuine illness or approved leave, payment less than the guaranteed minimum becomes due to an employee, payment is to be made at the guaranteed minimum less the amount which would have accrued due to the employee had they performed any duty available to them during the period of such absence. If the latter amount cannot be determined the deduction is to be of one (1) day's pay in respect of each day's absence.
- 13.2.2.5 Where an employee is absent from duty without pay on account of other than genuine illness or approved

leave, the guarantee does not apply and payment will be made for time actually worked within the fortnight.

### **13.2.3 Minimum Payment**

- 13.2.3.1 Any employee who actually undertakes work on any day (except on a Sunday) is to be paid a minimum of three (3) hours. In the case of a part-time employee the minimum payment will be half of their normal rostered hours for that day.
- 13.2.3.2 Any employee who is rostered for work and who is subsequently informed that they will not be required that day is to be paid two (2) hours unless they have been given at least two hours notice in which case no payment will apply.

### **13.2.4 Overtime**

- 13.2.4.1 All employees are required to work reasonable overtime as required by Connex Melbourne provided they are paid the relevant overtime rates.
- 13.2.4.2 Overtime is all time worked in excess of eight (8) hours on any day or shift.
- 13.2.4.3 The rate of payment for overtime is time and a half except that unless otherwise prescribed, all time worked in excess of eleven (11) hours on any day is paid at double rates.

### **13.2.5 Public Holidays**

- 13.2.5.1 With the exception of part-time staff all employees are entitled to holidays on the following days:
  - (a) Good Friday, Easter Saturday and Easter Monday;
  - (b) Christmas Day and Boxing Day provided that should such days fall on a Saturday or Sunday they are to be observed on 27 and 28 December respectively;
  - (c) New Year's Day / Australia Day provided that should it fall on a Saturday or Sunday it is to be observed on the following Monday;
  - (d) Any of the following days which are proclaimed by the Victorian Government: Australia Day, Eight Hours' Day, or Labour Day, Anzac Day, Queen's Birthday and Melbourne Cup Day;

- (e) Any other days which are proclaimed from time to time as public holidays by the Victorian Government

- 13.2.5.2 Connex Melbourne and a majority of affected employees may agree to substitute another day for any public holiday provided the agreement is recorded in writing and made available to each affected employee.
- 13.2.5.3 A full-time employee who is rostered to work on a public holiday (other than Sunday) will, in addition to receiving a day's leave of absence, be paid at the rate of time and a half for the time worked. However as an alternative to a day's leave of absence, the employee may ask to be paid for the day in addition to payment at the rate of time and a half for the time worked.
- 13.2.5.4 An employee who works on a public holiday falling on a Sunday, or works on a public holiday on which they are not rostered to work, is to be paid for the time worked at the rate of double time and a half.
- 13.2.5.5 The provision of leave of absence does not apply to employees who are not available for duty on the holiday except those who are ill for a continuous period not exceeding a week, or where work is resumed on the first working day after the holiday, or those on annual leave or accident leave with pay.
- 13.2.5.6 Payment will not be made for the public holiday for Easter Saturday, or Anzac Day when it falls on a Saturday or Sunday, if the employee is not rostered for duty on either of those days.
- 13.2.5.7 Pay for one (1) day's leave of absence means an amount equal to a tenth of the ordinary hours of duty per fortnight.
- 13.2.5.8 Part-time employees who are rostered to work on a public holiday but who are not required to work that day are to be paid for the hours that they were rostered at single rate of pay. Those who are not rostered to work on a public holiday are not to be paid.
- 13.2.5.9 Part-time employees required to work on a public holiday are be paid double time and a half for the actual hours worked.

#### **13.2.6 Relieving in Higher Positions**

- 13.2.6.1 Employees engaged on duties carrying a higher rate than their ordinary classification will be paid that higher rate for the actual hours worked.

- 13.2.6.2 Any employee having performed the duties of a higher position for twelve calendar months, either continuously or non-continuously within a period of two years is to be paid the equivalent of the next any sub divisional rate of wage for the higher position.
- 13.2.6.3 Where an employee has qualified for payment of an advanced subdivision and is subsequently required to again perform the duties of that higher position they are to 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 (1) year.
- 13.2.6.4 Any employee who has acted in a higher position for any period or periods which amount to six months or greater than six months (in any continuous twelve month period) will be given a personal classification at the level of the higher position provided that the higher position does not have a permanent incumbent appointed to it and is a vacant position. Should such an employee be appointed to a personal classification they will not have it reduced back to their former classification should the higher position be restructured or abolished.
- 13.2.6.5 Acting in Higher payment rates for Station Officers acting as Station Masters, Station Masters acting in a position classified in excess of their own or Customer Service Officer Team Leaders acting as Senior Officers will be in accordance with Connex policy.
- 13.2.6.6 Employees who have been acting in a higher position during the fifty-two (52) week period during which their annual leave accrued can be paid the higher rate during their annual leave as follows:
- (a) more than twelve (12) weeks but less than twenty-four (24) weeks - one quarter;
  - (b) weeks but less than thirty-six (36) weeks - one half;
  - (c) thirty-six (36) weeks but less than forty-eight (48) weeks - three quarters;
  - (d) forty-eight 48 weeks or more - all leave due.

### **13.2.7 Time Worked on Saturdays and Sundays**

- 13.2.7.1 Time on duty between midnight on Friday and midnight on Saturday is to be paid for at the rate of time and

one-half and is to be taken into account in the computation of overtime on a fortnightly basis.

- 13.2.7.2 Time worked between midnight Saturday and midnight Sunday shall be paid for at the rate of double time which will be both the minimum and the maximum and shall not be included in the computation of overtime on a fortnightly basis.
- 13.2.7.3 Employees, who work on a Sunday, are to be paid for at least one-third of a day.
- 13.2.7.4 Employees who have performed Sunday duty are not required to work on the following Sunday except with their agreement, or 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.
- 13.2.7.5 As far as practicable, employees who have worked a shift on Sunday are to be provided with a rostered day off during the same week.

#### **13.2.8 Travelling and Waiting Time**

Any employee who is required to travel and/or wait in relation to his/her employment is to be paid travelling and waiting time in accordance the relevant clause of the Railways Traffic, Permanent Way & Signalling Wages Staff Award 2002, the Railways Salaried Employees (Victoria) Award 2002 or the Railways Professional Officers Award 2002 as appropriate.

### **13.3 Rosters and Hours of Work**

#### **13.3.1 Intervals between Shifts**

- 13.3.1.1 Except in cases of unavoidable necessity every employee is to be allowed off duty for at least twelve (12) hours after completing a full shift.
- 13.3.1.2 If an interval of less than eight (8) hours is deemed unavoidable, time worked on the following shift by a Station Master or Station Officer is to be paid at time and a half unless the interval was reduced because of the working of overtime.

#### **13.3.2 Lengths of Shifts**

Except in cases of unavoidable necessity shifts are to be completed within ten (10) hours and where practicable within nine (9) hours.



### **13.3.3 Meal Breaks**

Employees may be rostered off without pay for a meal break of not less than thirty (30) minutes and not more than one (1) hour.

### **13.3.4 Non Accrual of EDOS**

13.3.4.1 Subject to the needs of the business and the agreement of their manager, Clerical, Administrative, Professional and "Head Office" staff have an option of working an average of a thirty-eight (38) hour week over a one hundred and fifty-two (152) hour period. This could be, for example, a seven (7) hour thirty-six (36) minute day. Where applicable, award penalties for working weekends and public holidays and shift work, will continue to apply.

13.3.4.2 An EDO where rostered, is not able to be accumulated and can only be taken as time off.

13.3.4.3 EDO's that have been accumulated will not be paid out, whether on retirement, resignation or for any other reason unless the employer accepts that there are significant compassionate reasons. Prior to any such claim being rejected there will be consultation with the individual and if requested, their representative.

13.3.4.4 These provisions do not apply to Station staff up to the level of Team Coordinator; Customer Service staff (Authorised Officers) up to the level of Team Leader inclusive; Signalling or Metrol employees.

### **13.3.5 Notification of Change of Roster**

13.3.5.1 An employee shall be required to be available to work shifts as determined by Connex Melbourne from time to time. Wherever practicable the following notice of change of shifts shall be given:

13.3.5.2 At least fourteen (14) days prior notice shall be given to employees if it is intended to alter established rosters or locations on a permanent basis.

13.3.5.3 Employees employed to work 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.

13.3.5.4 At least forty eight (48) hours prior notice shall be given to an individual employee who is required to change a roster to cover short term absence, notwithstanding that the employee may agree to such roster change with less notice.

### 13.3.6 Ordinary Hours of Work

- 13.3.6.1 The ordinary hours of work for a full-time employee are seventy-six (76) per fortnight divided, as far as practicable, into not more than ten (10) working days or shifts each fortnight.
- 13.3.6.2 With exception of part-time employees or those appointed at a rate in excess of Senior Officer 16 or Professional Engineer Class 4 (maximum) the ordinary hours of work will be arranged so as to permit the taking of a rostered day off which shall operate on the following basis:
  - (a) Fixing one (1) week day on which employees at a location will be rostered off during a four (4) week cycle over twenty-eight (28) consecutive days;
  - (b) Rostering each employee off on one (1) week day of a four (4) week cycle over twenty-eight (28) consecutive days.
- 13.3.6.3 No employee is to be booked off work for more than half an hour during the course of any shift, including time for a meal, between the hours of 10.00 pm and 6.00 am unless agreed between Connex Melbourne and the employee.

### 13.3.7 Part-Time Employment

- 13.3.7.1 Part-time employees are those who work a regular pattern of hours which are less than seventy-six (76) a fortnight.
- 13.3.7.2 Before commencing part-time employment the hours of work are to be agreed between Connex Melbourne and the employee. The hours of work may be for a specific number or a range or according to a roster. The hours of work in any fortnight may be subsequently varied according to the needs of the employer however the employee must agree if their average hours of work increase or decrease.
- 13.3.7.3 The terms of this Agreement in relation to leave entitlements apply pro rata to part-time employees.
- 13.3.7.4 Excess shift provisions do not apply to part-time employees except where they are relieving in a full-time position.
- 13.3.7.5 Part-time employees required by the employer to work in excess of the agreed hours are to be paid for such hours at single rate until they exceed 8 hours in day at which time they are to be paid overtime rates.

13.3.7.6 Part-time employees who work on a Saturday or Sunday or who are engaged on shift work are to be paid the appropriate penalty rates contained in Subclause 13.2.7.

13.3.7.7 Part-time employees who are rostered to work on a public holiday but who are not required to work that day are to be paid for the hours that they were rostered at single rate of pay. Those who are not rostered to work on a public holiday are not to be paid. Part-time employees required to work on a public holiday are to be paid double time and a half for the actual hours worked.

### 13.3.8 Stand Down

13.3.8.1 The employer may deduct payment for any time during which employees cannot be usefully employed in the class or grade of work in which they are usually employed because of any strike or lockout by any persons whatsoever or through any breakdown in machinery or any failure or lack of power or any restriction or any other cause whatsoever for which the employer cannot justly be held responsible.

13.3.8.2 Where alternative duties are offered as an alternative to stand down employees are not to refuse to accept work in any grade lower than that in which they are usually employed, however they are to be paid their classified wage rate whilst doing so.

## 13.4 Definitions

**Operations, Salaried, Administration and Engineering Employees** means all employees employed under the conditions of the Connex Melbourne Union Collective Agreement 2006-2009, with the exception of those employees classified as Drivers, as defined in this Agreement.

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

**Annual Leave Relief** means Employees appointed to annual leave relief positions.

**Central Business District** means Stations inclusive of North Melbourne, Southern Cross, the Underground Loop Stations, Flinders Street and Richmond.

**Day** means 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.

**Wherever practicable, as far as practicable** and any similar expressions means that arrangement must be made if it can be without:

- detriment to the customers interest;
- additional cost to the company;
- reducing the efficiency of the service.

**Early Morning Shift** means a shift which commences at or between 0400 and 0530 hours.

**Headquarters** means the station, place or depot to which an employee is attached or in the case of an employee on the regular relieving staff. Headquarters shall mean the station, place or depot from which their movements are controlled.

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

**Prior Notice** means at least two (2) hours where the shift commences between 0800 hours and 2200 hours and twelve (12) hours otherwise.

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

**Shift** means a turn of duty during which some period of actual work has been performed. 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.

**Unavoidable Necessity** means unavoidable necessity includes circumstances where compliance involves the employer in expenditure which is unreasonable.

#### 14. **ESTABLISHED PRODUCTIVITY INITIATIVES – OPERATIONS, SALARIED, ADMINISTRATION AND ENGINEERING EMPLOYEES**

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##### 14.1 **Initiatives**

The following productivity initiatives have been agreed between the parties and implemented prior to the establishment of this Agreement.

The provisions of this clause of the Agreement, including those concerning all aspects of remuneration and in particular wage rates, have been made possible by past work practice changes, productivity improvements, efficiency measures, restructuring and work value changes, which have occurred up until the date of signing of this Agreement, whether they are set in this Agreement or not.

No further claims for improvements in any aspect of remuneration or conditions of employment may be based on or supported by those past changes or their continuing effects in the operations of Connex Melbourne.

#### **14.1.1 Advance Payment for Annual Leave**

Payment in advance for annual leave will only be available to employees who are able to demonstrate through possession of tickets that they are travelling overseas or to remote locations where they are unable to access their wages through a bank, ATM or other financial institution.

#### **14.1.2 Career Planning**

14.1.2.1 The parties agree to jointly explore and develop agreed options for the introduction of a system of career planning for all employees.

14.1.2.2 Through structured training, in conjunction with performance reviews, suitable employees can be developed to be ready for promotion once an opportunity becomes available. A joint working party will be formed to oversee this process.

#### **14.1.3 Completion of Integration and No Extra Claims**

14.1.3.1 Staffing integration issues associated with formation of a single Melbourne metropolitan rail network have now been effectively achieved.

14.1.3.2 The parties to this Agreement and any employee covered by this Agreement agree there will be no further claims for cross training allowances, wage or classification increases or any other matter

#### **14.1.4 EFTA's and Touchcards - Non Return**

14.1.4.1 Employees are required to return their Employee Free Travel Authority and Touchcard when they resign or have their employment terminated.

14.1.4.2 Where they fail to do this a charge of \$500 will be deducted from the gross amount of any final wages and accrued leave. Should there be no final payment for wages or accrued leave or where the final payment does not cover the full value of any repayment, the employee will be required to make the full payment or the balance within thirty (30) days of being advised by Connex Melbourne.

#### **14.1.5 Employment Bond**

14.1.5.1 An employment bond applies to employees who are engaged after the 1 June 2005.

14.1.5.2 Applicants for employment will be advised of the requirement to enter into an employment bond which will form a part of their employment conditions. Applicants who refuse to accept an employment bond will not be offered employment as acceptance of the

bond is a pre- requisite to commencing employment with Connex Melbourne.

- 14.1.5.3 The bond recognises that the cost of recruiting and training employees is expensive and that those who cease employment within a twelve (12) month period of commencing their employment would prevent Connex Melbourne from being able to obtain a reasonable return on its investment.
- 14.1.5.4 The principle is that an employee who resigns or who is terminated for reasons other than redundancy or being unable to pass the required course because of ill health or where Connex Melbourne is convinced that the employee has made genuine efforts but is unable to achieve the required competencies, within a twelve (12) month period of commencing their employment, will repay to Connex Melbourne the reasonable costs of their recruitment, uniform issue and training, and the cost of pre-employment medical, agency fee, uniform issue and police check.
- 14.1.5.5 This amount would be recovered if an employee ceased employment within twelve (12) months of commencing employment but will be reduced by any incentives received by Connex Melbourne on behalf of an individual as part of a New Apprenticeship scheme.
- 14.1.5.6 Employees entering a training bond will be required to authorise Connex Melbourne to deduct any monies up to the total value of any repayment from the gross amount of any final wages and accrued leave. Should there be no final payment for wages or accrued leave or where the final payment does not cover the full value of any repayment, the employee will be required to make the full repayment or the balance within 30 days of being advised by Connex Melbourne.

#### **14.1.6 Metrol Relocation**

- 14.1.6.1 The current building and workstation facilities at Metrol (Transport House) are not optimal and should be improved within the context of the introduction of a new train control system in the future.
- 14.1.6.2 The existing facilities and functions of Metrol will be maintained and operated within the current constraints until the implementation of a new system and facility. Occupational health and safety issues will be addressed by the parties through the established consultative processes.

#### 14.1.7 **Number 1 Signal Box to Transport House - Relocation**

Number 1 Signal Box will relocate to 589 Collins Street as a requirement of the redevelopment of the Spencer St. Station (Southern Cross Station).

#### 14.1.8 **Operating Performance Improvement Initiative**

14.1.8.1 Employees and the RTBU Rail Division will actively and positively participate in programs, which deliver measurable improvement to train service on time performance and to a reduction in train service cancellations.

14.1.8.2 Central to this initiative is the active encouragement of the unions and participation of all staff in ensuring On Time Performance and implementation of this agreement.

14.1.8.3 Staff agree to undertake all training provided by the company designed to give full effect to these initiatives.

14.1.8.4 These actions will be supplemented from time to time, so that continuous performance improvement is maintained into the future.

##### 14.1.8.5 **Definitions**

**Late train running** means any minute measured at sixty (60) seconds +.

**On-time performance** means any train running in excess of five (5) minutes, fifty-nine (59) seconds late.

**Service delivery** means percentage of schedule delivered less cancellations.

**Passenger Weighted Minute (PWM)** means any minute of lateness of any train service multiplied by the projected number of passengers carried.

**Incident report** means the TOPS report allocating cause to any train delay in excess of three (3) minutes, fifty-nine (59) seconds.

**Supervisor** means for the purpose of this agreement any station master, team leader, manager but also includes operational departments such as Metrol.

##### 14.1.8.6 **Items of Agreement**

###### (a) **Recording of Time**

(i) Staff at all recording points (as specified from time to time) will commit to the accurate

recording of Train Running Times in order to reduce any gap between Connex reporting figures and Department of Infrastructure audit.

- (ii) To aid in accurate measurement all measurement point timekeeping will be calibrated by Metrol through reintroduction of time check practice or installation of calibrated (Atomic Clock) at nominated measurement points which may be accommodated via the existing IT network.

(b) **Passengers with Specific Needs**

- (i) If not handled effectively, the facilitation of travel and boarding of some Passengers with Specific Needs (PSN) can lead to significant train delays.
- (ii) The parties to this agreement are committed to the improvement of PSN travel and On Time Performance through the following actions:
- (iii) All staff will provide assistance or direction, as appropriate to the PSN such that they are located on the departing platform adjacent to the stopping point of the front doors of either 6 car or 3 car trains as appropriate.
- (iv) Staff will solicit from the PSN, where such special need may include a difficulty in communication, the destination of the receiving station which will be recorded and passed on to the driver by the staff member or, where not practicable, provided to the PSN for passing to the driver.
- (v) Staff at departing stations will, by direct station to station communication, contact the intended receiving station to



advise arrival details of the PSN.

(vi) Staff at the receiving station will, unless actively engaged in immediate priority duties, provide assistance to the driver of the train to enable timely disembarkation of the PSN in a safe manner and in conformance with scheduled departure times.

(vii) Where revenue protection activities occur concurrent with barrier staff allocation and at the direction of a supervisor such barrier staff will provide assistance to PSN as detailed above as an adjunct to their assigned duties. This flexibility will extend to any other limited duration or specified task but does not operate to eliminate the barrier staff function.

(viii) All staff will assist PSN as part of their role, in relation to timely departure of trains, and this will be included in their role and position description.

(ix) Passengers with prams, strollers or other like items will be assisted similarly to above in order to facilitate safe carriage, observation by the driver and On Time Performance.

(c) Passenger Boarding

All Customer Service Staff (including Authorised Officers / CSO's) will, or may be directed to, perform duties on platforms to assist with the boarding of passengers and expedite on time train service departure. The current risk assessment process (as per CSO's) will apply as appropriate.

(d) Assisting On Time Performance

(i) All staff will actively participate in enabling on time train service delivery including the implementation of initiatives

directed toward key trains as specified from time to time

(ii) Such initiatives could include but not be limited to:

- targeted passenger boarding announcements advising imminent time of arrival;
- 3 or 6 car dispersal along the platform;
- methods for making announcements at Host Stations will be explored and where required, implemented.

(e) Station Hosts

(i) The parties agree to review the current role of staff at host stations with the objective of expanding their functions and deployment in any way that will increase overall platform or station presence and assist in timely passenger boarding and or On Time Performance.

(ii) Station Host staff may be required to work alone in circumstances such as short term absenteeism, or may be required to travel on a vehicle requiring a staff presence to enable the train to remain in service.

(iii) If directed by a supervisor, any Station Host staff must ride with a train with a broken or cracked window, or other form of vandal damage where such direction will enable the train to remain in service to complete the peak or final destination. The current risk assessment process (as per CSO's) will apply as appropriate. Staff will be briefed on this process as required.

## (f) Customer Service Officers

- (i) It is recognised that deployment of CSOs to cover school locations can be optimised further with CSO's input to targeted locations where boarding issues are observed.
- (ii) It is agreed that CSOs may attend staffed stations in reduced team numbers for the purpose of enforcing behaviour consistent with proper boarding and disembarkation from trains.
- (iii) If, in the assessment of the team leader, following input of the team, an assessment is made that a reduced team size can operate at a school location with safety, such reduced team will operate for the purposes of giving direction and enforcing behaviour consistent with proper boarding and disembarkation from trains. The current risk assessment process (as per CSO's) will apply as appropriate
- (iv) It is agreed that, if directed by a supervisor, any CSO staff must ride with a train with a broken or cracked window, or other form of vandal damage where such direction will enable the train to remain in service to complete the peak or final destination. The current risk assessment process (as per CSO's) will apply as appropriate. Staff will be briefed on this process as required.

**14.1.9 Flinders Street Red Button Staff**

It is agreed that "Red Button" staff (4 part-time staff) will be redeployed into the general Flinders Street roster from the Control Room roster.

**14.1.10 Cleaning of Carriages**

- 14.1.10.1 It is agreed that all staff located at terminating service points will, as directed by a supervisor, attend to and

treat vomit on trains to enable them to remain in service and complete Peak or Finish Run schedule as determined by Metrol. Current risk assessment procedures and company policies will apply as required.

14.1.10.2 Treatment may include application of a provided Vomit Absorption Kit and or isolation of the carriage including, where necessary, the staff travelling in the isolated carriage.

14.1.10.3 Staff will, where trained and provided with appropriate equipment and materials, clean train windscreens and mirrors to enable trains to enter into and complete peak services.

14.1.10.4 Appropriately qualified (first aid) staff will, where an ill passenger can disembark the train safely, assist such disembarkation allowing the train to continue service and provide such assistance as is appropriate and comfortable at the station.

#### **14.1.11 Rail Safety Workers Category 2 and 3 - Medical Examinations**

Staff 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.

#### **14.1.12 Signallers to Clean Own Signal Box**

14.1.12.1 Prior to the completion of their normal shift the staff on duty will ensure the Signal Box and facilities (toilets, sinks, benches etc) are swept and cleaned and dusted and rubbish bins emptied.

14.1.12.2 At least once a week or as required the floor is to be mopped and waxed. Interior windows are to be cleaned weekly and exterior monthly (those reachable from ground level). This is in addition to any other levels of cleaning pertaining to Signal levers etc.

#### **14.1.13 Staff Attendance Program**

14.1.13.1 High absenteeism can create major problems for customers and other employees. Services may be delayed or even cancelled because employees are not at work. Other employees may have to change their shift or work overtime at short notice to cover for the absent employee. Apart from causing inconvenience to others, high absenteeism increases employment costs.

14.1.13.2 Although Connex Melbourne recognises that most employees become ill from time to time and that many employees have family responsibilities, the company

does require regular attendance from its' employees as a condition of employment.

- 14.1.13.3 A staff attendance program will be developed to improve and maximise attendance associated with integration.

#### 14.1.14 Station Hosts - Deployment

The role and deployment arrangements for Station Hosts has been varied to increase overall platform or station presence and assist in timely passenger boarding and on time train performance. Station Hosts may be required to work alone in circumstances such as short term absenteeism or may be required to travel on a train requiring a staff presence to enable the train to remain in service.

#### 14.1.15 Train Services Officers Structure

- 14.1.15.1 This position resulted from combining the positions of Principal Driver and Field Operations Managers into the one multi-skilled position.
- 14.1.15.2 Appointments are made from the separate skill streams therefore ex Field Operations Managers become Train Services Officer (Signaller Specialist) and Principal Drivers become Train Services Officer (Principal Driver Specialist).
- 14.1.15.3 Both specialists can conduct audits in their own specific field but either could provide the following services:
- Site Controller (attend all service disruptions);
  - co-ordinate/manage special events;
  - WTT monitoring;
  - safeworking training and assessment;
  - accident or incident investigations.

Safeworking qualifications for this position must be achieved in the employees own time.

Train Service Officer (Signaller Specialist)	Pay Rate	Minimum Period
Entry Level TSO Signaller Specialist	Senior Officer Division 4	
	Senior Officer Division 5	After 1 year
	Senior Officer Division 6	After 2 years
	Senior Officer Division 7	After 3 years

Train Service Officer (Signaller Specialist)	Pay Rate	Minimum Period
Further incremental progression can apply after twelve (12) months subject to having attained qualifications in all safeworking systems applicable to the Connex Melbourne network and be accredited to operate all signal boxes/panels.		
	Senior Officer Division 8	After 4 years
	Senior Officer Division 9	After 5 years
	Senior Officer Division 10	After 6 years
	Senior Officer Division 11	After 7 years
	Senior Officer Division 12	After 8 years

#### 14.1.16 Uniforms

Where Connex Melbourne 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.

#### 14.1.17 Work Organisation

Employees must undertake duties as requested by the employer in either a higher or lower classification providing they are capable, trained or sufficiently experienced to perform the work allocated.

## **15. EMPLOYMENT CONDITIONS - DRIVERS**

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### **15.1 Rates of Pay and Allowances and Related Matters**

#### **15.1.1 Guaranteed Payment**

- 15.1.1.1 Full-time employees who are ready, willing and available for all work offering on each of their first ten (10) shifts in any one fortnightly period; or all shifts offered if their normal fortnightly roster is divided into less than ten (10) shifts are to be paid the guaranteed payment for that fortnight.
- 15.1.1.2 The guaranteed payment is to be paid as if the employee had worked each of their first ten shifts that fortnight and as if they had worked for a minimum period of eight (8) hours on each shift, or if their normal shift roster is divided into less than ten (10) shifts an amount equivalent to ordinary fortnightly hours at their ordinary rate of pay, but is not to include:
  - (a) Penalties for shift work, Saturday time, Sunday time and public holidays;
  - (b) Penalties for overtime in the case of employees whose normal fortnightly roster is divided into less than ten (10) shifts;
  - (c) Payments in respect to any shifts after the first ten (10) in the fortnightly period.
- 15.1.1.3 The guarantee for a part-time employee will be their rostered hours each fortnight.
- 15.1.1.4 Employees will have their guaranteed payment reduced by a maximum of eight (8) hours for each day of approved leave.
- 15.1.1.5 Employees, are not entitled to the guaranteed payment for any fortnightly period during which they are absent from duty, without the approval of the employer.
- 15.1.1.6 The guaranteed payment will not be available in any fortnight where an employee has been stood down in accordance with Subclause 15.6.6 Stand Down.
- 15.1.1.7 Full-time employees who are ready, willing and able for all work offering on each of their first ten (10) shifts in any one fortnightly period are to be available, if required, to work during that period and may be called upon for further work without a period of rest.

## **15.2 Meal Allowance**

Employees who are on duty for a period of more than ten (10) hours are to be paid a meal allowance as provided in the Schedule of Rates and Allowances of this Agreement.

## **15.3 Minimum Payment**

15.3.1 An employee who is rostered for duty at a specific time and who is not required is to be notified as soon as possible before the time they are due to sign on. Where practicable at least two hours notice is to be given.

15.3.2 Employees who report for duty on an excess shift but who are then told that they are not required are to be paid a minimum of two (2) hours but are to 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.

## **15.4 Overtime**

15.4.1 For the purpose of this Subclause Ordinary shift means a shift worked from the first to the tenth shift inclusive in a fortnightly pay period and Subclause Excess shift means a shift worked in excess of the tenth in the same fortnightly pay period.

15.4.2 Overtime is:

15.4.2.1 Time worked on an ordinary shift after eight (8) hours from time signed on and is to be paid at the rate of time and a half for the first three (3) hours and double time thereafter.

15.4.2.2 Time worked on a first or second excess shift in a fortnightly pay period is to be paid at the rate of time and one half except for any time on an excess shift which is on a Saturday which is paid at the rate of double time. Any time worked on an additional excess shift in the same fortnightly pay period is also to be paid at the rate of double time.

15.4.2.3 All employees are required to work reasonable overtime as required by Connex Melbourne provided they are paid the relevant overtime rates.

## **15.5 Suburban Allowance**

Drivers regularly employed driving suburban electric trains in the Melbourne suburban system who are qualified to drive under the Metrol Signalling and Safe Working System are to be paid a suburban allowance per shift for all rostered shifts for which they are ready willing and able to perform all the functions required of that position in accordance with the Schedule of Rates and Allowances of this Agreement.



## **15.6 Rosters and Hours of Work**

### **15.6.1 Rosters**

- 15.6.1.1 All drivers are required to work a rotating roster which includes day, afternoon and night shifts.
- 15.6.1.2 Drivers shall be allowed a minimum period off duty of eleven (11) hours 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.
- 15.6.1.3 Drivers driving electric suburban trains, who are rostered to work a shift of more than six (6) hours duration, shall be provided with a meal break of not less than twenty (20) minutes, without deduction of pay, such break to commence between the completion of three (3) and five (5) hours on duty except in cases of unavoidable necessity.
- 15.6.1.4 Drivers, driving electric suburban trains, rostered to work a shift of six (6) hours or less duration shall not be allowed a meal break.

### **15.6.2 Ordinary Hours**

- 15.6.2.1 With the exception of part-time employees, the ordinary hours of work shall be seventy-six (76) per fortnight divided into not more than ten (10) shifts.
- 15.6.2.2 The ordinary hours of work shall be arranged so as to permit the taking of a rostered day off which shall operate on one (1) of the following basis:
  - (a) Fixing one (1) week day on which employees at a location will be rostered off during a four (4) week cycle over twenty-eight (28) consecutive days;
  - (b) Rostering each employee off on one (1) week day of a four (4) week cycle over twenty-eight (28) consecutive days.
- 15.6.2.3 Where employees take time off during ordinary hours they may make up such time at a later date with the consent of the employer.
- 15.6.2.4 Where employees take time off during ordinary hours they may make up such time at a later date with the consent of the employer.

### **15.6.3 Discretionary Rostered Day Off**

- 15.6.3.1 Drivers will work to a master rotation of nineteen (19) days per month. However, individuals may elect, giving a minimum of forty-eight (48) hours notice, to be unavailable for duty on their respective Discretionary Rostered Day Off as marked on the master rotation.
- 15.6.3.2 Discretionary Rostered Days Off will be clearly identified on the rotation but may be replaced by another symbol.
- 15.6.3.3 Preference will be given to worked shifts equalisation when allocating overtime shifts.
- 15.6.3.4 Permanent swaps will be as per current arrangements.
- 15.6.3.5 Drivers must take their Discretionary Rostered Day Off with them; Permanent early shift to work one (1) late shift per four (4) week cycle; Discretionary Rostered Day Off not to be moved outside current week.
- 15.6.3.6 Sickness and "Compassionate Consideration Payments" will be as per current conditions.
- 15.6.3.7 Should a driver work on the Discretionary Rostered Day Off, the payment for this day will attract a stand-alone payment for the Discretionary Rostered Day. The Discretionary Rostered Day Off will not be moved to another day.
- 15.6.3.8 Where a Discretionary Rostered Day Off is worked normal award penalty provisions will be paid in addition to the stand alone payment.

### **15.6.4 Part-Time Employees**

- 15.6.4.1 Part-time employees are those who work a regular pattern of hours which are less than seventy-six (76) a fortnight.
- 15.6.4.2 Before commencing part-time employment the hours of work are to be agreed between Connex Melbourne and the employee.
- 15.6.4.3 The hours of work may be for a specific number or a range or according to a roster.
- 15.6.4.4 Where a part-time employee works to a roster the days or time of work may be subsequently varied according to the needs of the employer however the employee must agree if the average hours of work increase.
- 15.6.4.5 The terms of this Agreement in relation to leave entitlements apply pro rata to part-time employees.

- 15.6.4.6 Guarantee provisions apply to part-time employees and are the hours of their roster except where they are relieving in a full-time position.
- 15.6.4.7 Part-time employees required by the employer to work in excess of the agreed hours are to be paid for such hours at single rate until they exceed eight (8) hours in day at which time they are to be paid overtime rates.
- 15.6.4.8 Part-time employees who work on a Saturday or Sunday or who are engaged on shift work are to be paid the appropriate penalty rates contained in Subclause 15.6.5.
- 15.6.4.9 Part-time employees who are rostered to work on a public holiday but who are not required to work that day are to be paid for the hours that they were rostered at single rate of pay. Those who are not rostered to work on a public holiday are not to be paid.
- 15.6.4.10 Part-time employees required to work on a public holiday are to be paid double time and a half for the actual hours worked.

#### **15.6.5 Saturday and Sunday Work**

- 15.6.5.1 Saturday time is time on duty between midnight on Friday and midnight on Saturday. Except where otherwise provided, time worked on Saturday is to be paid at the rate of time and one half.
- 15.6.5.2 Sunday time is time on duty between midnight on Saturday and midnight on Sunday and except where otherwise provided time worked on Sunday is to be paid at the rate of double time.
- 15.6.5.3 Drivers are able to volunteer to work two (2) Sundays in a row to provide additional staff in times of business need.

#### **15.6.6 Stand Down**

- 15.6.6.1 Connex Melbourne may deduct payment for any time during which employees cannot be usefully employed in the type of work in which they 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.
  - (a) When Connex Melbourne proposes to use stand downs it will notify the employees affected. During the period this notification remains in force the employees affected are deemed to be stood-down;

- (b) Employees who are stood-down will be treated for all purposes, other than payment of wages, as otherwise having continuity of service and employment;
- (c) At any time during the period they are stood down employees may terminate their employment without notice and will be entitled to receive as soon as practicable, all wages and other payments to which they are entitled up to the time of termination. Where this occurs they are to be treated as if their employment had been terminated by the employer without default of the employee other than payment in lieu of notice;
- (d) Employees who are stood-down are able to take other employment in which case it is a reasonable excuse for not reporting for duty after being notified that they are required to attend for work because they are working out a period of notice not exceeding one (1) week which they are required to give in such other employment. If required by Connex Melbourne the employees are to provide a statutory declaration setting out details of any other employment;
- (e) Employees whom Connex Melbourne proposes to stand-down are entitled to take any accrued leave;
- (f) Connex Melbourne will not deduct payment for any public holiday which occurs during the period in which employees are stood down and for which payment would otherwise be due except if they have been paid for the public holiday in other employment. If required by Connex Melbourne, employees claiming payment for a public holiday are to provide a statutory declaration setting out details of other employment during this period and the remuneration received.

#### **15.6.7 Trauma Leave**

- 15.6.7.1 When a driver is involved in a serious collision involving his or her rail vehicle the driver will be provided with up to five days paid leave, including any additional shift rostered within the forty-eight (48) hour notice period, provided he or she is undertaking approved post traumatic stress counselling.

- 15.6.7.2 During any period of Trauma Leave, the driver is to be paid what he or she would have received for the normal rostered shift, including shift, weekend and public holiday penalty payments and allowances.

#### 15.6.8 Travelling and Waiting Time

Drivers who are required to sign on or off elsewhere than at their headquarters are to 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.

### 15.7 Holidays

#### 15.7.1 Public Holidays

- 15.7.1.1 With the exception of casuals and part-time staff all employees are entitled to holidays on the following days:

- (a) Good Friday, Easter Saturday and Easter Monday.
- (b) Christmas Day and Boxing Day provided that should such days fall on a Saturday or Sunday they shall be observed on 27 and 28 December respectively.
- (c) New Year's Day / Australia Day provided that should it fall on a Saturday or Sunday it shall be observed on the following Monday.
- (d) any of the following days which are proclaimed by the Victorian Government: Australia Day, Eight Hours' Day or Labour Day, Anzac Day, Queen's Birthday and Melbourne Cup Day.
- (e) any other days which are proclaimed from time to time as public holidays by the Victorian Government.

- 15.7.1.2 Connex Melbourne and a majority of affected employees may agree to substitute another day for any public holiday provided the agreement is recorded in writing and made available to each affected employee.

- 15.7.1.3 A full-time employee who is rostered to work on a public holiday (other than a Sunday) will, in addition to receiving a day's leave of absence, be paid at the rate of time and a half for the time worked. However as an alternative to a day's leave of absence, the employee

may ask to be paid for the day in addition to payment at the rate of time and a half for the time worked.

- 15.7.1.4 An employee who works on a public holiday falling on a Sunday or works on a public holiday on which they are not rostered to work is to be paid for the time worked at the rate of double time and a half.
- 15.7.1.5 The provision of leave of absence does not apply to employees who are not available for duty on the holiday except those who are ill for a continuous period not exceeding a week, or where work is resumed on the first working day after the holiday, or those on annual leave or accident leave with pay.
- 15.7.1.6 Pay for one (1) day's leave of absence means an amount equal to a tenth of the ordinary hours of duty per fortnight.
- 15.7.1.7 Part-time employees who are rostered to work on a public holiday but who are not required to work that day are to be paid eight (8) hours at single rate of pay. Those who are not rostered to work on a public holiday are not to be paid.
- 15.7.1.8 Part-time employees required to work on a public holiday are to be paid double time and a half for the actual hours worked.

## 15.7.2 **Easter Saturday**

- 15.7.2.1 Paid leave of absence will be made for the Easter Saturday public holiday to locomotive grade employees who are rostered to work shifts over a seven day cycle and are otherwise available to work, but are booked off.

Payment in these circumstances shall be in accordance with the following:

- (a) paid leave of absence does not count as a shift for the purpose of calculating excess shift entitlements and there will be no option to accrue this day;
- (b) the provision shall not apply to locomotive grade employees that are unavailable for duty on the day or days preceding the public holiday due to them being either on annual leave, personal leave, Long Service Leave, Bereavement Leave, parental leave, leave without pay or unable to attend work due to injury;

- (c) drivers undertaking alternative duties that require them to work on a Monday to Friday basis shall not be entitled to the Easter Saturday public holiday as it occurs on a day when they would not be expected to work.

### 15.8 Classification Definitions

<b>Locomotive Driver 1 (Trainee new start)</b>	A new start locomotive driver
<b>Locomotive Driver 2 (Trainee qualified stage 2)</b>	A Trainee Driver who has successfully completed all necessary training and evaluation and is authorised as proficient to perform the required locomotive duties.
<b>Locomotive Driver 3 (Trainee 12 months)</b>	A Trainee Driver who has completed twelve (12) months successful training with the Driver Training Scheme.
<b>Locomotive Driver - Single Person Operation (Metropolitan)</b>	A Single Person Operation of Suburban Trains (SPOT) where the Driver has sole responsibility for all safeworking on the train.
<b>Locomotive Driver - On-the-job trainer</b>	A driver who conducts directed or structured on the job training for Trainee Drivers and Locomotive Drivers

## 16. ESTABLISHED PRODUCTIVITY INITIATIVES – DRIVERS

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The following productivity initiatives have been agreed and form part of this Agreement.

The provisions of this Agreement, including those concerning all aspects of remuneration and in particular wage rates, have been made possible by past work practice changes, productivity improvements, efficiency measures, restructuring and work value changes which have occurred up until the date of signing of this Agreement whether they are set in this Agreement or not.

No further claims for improvements in any aspect of remuneration or conditions of employment may be based on or supported by those past changes or their continuing effects in the operations of Connex Melbourne.

### 16.1 Operating Efficiencies

#### 16.1.1 Access to Sidings and Compounds

Drivers to have own access to siding and be responsible for unlocking compounds, shunting and stabling, operations of points etc.

### 16.1.2 Calculation of Shifts

Drivers can work twelve (12) shifts where two (2) days Sickness or Annual Leave are involved. This would permit them to be paid for twelve (12) active shifts and up to two (2) days of leave in the fortnight where there may be a staff shortage

### 16.1.3 CCTV/PIDS and Customer Emergency Assistance Point

These items have been introduced and trained employees are able to travel in the centre or rear cab for the purposes of image retrieval or loading timetable information without the need to bring the train to a halt.

### 16.1.4 Consecutive Sunday Work

Drivers are able to volunteer to work two (2) Sundays in a row to provide additional staff in times of critical business need.

### 16.1.5 Continuation Training

Continuation training for drivers to be only one (1) portion of Computer Based and other portion mix of training. This will allow full eight (8) hour training sessions.

### 16.1.6 Flinders Street Decentralisation

16.1.6.1 The parties had made a previous commitment to work positively together through the agreed consultative processes, to examine the viability and potential of decentralising the Flinders Street train crew depot to existing or new locations throughout the Connex network and to develop and establish suitable rosters and working arrangements should this occur.

16.1.6.2 For a number of reasons the examination did not occur however Connex Melbourne may wish to do so in the future.

## 16.2 Job Share

16.2.1 Metropolitan train drivers who are permanently located at depots may voluntarily apply to participate in a program of job sharing, subject to management approval and the following conditions.

16.2.2 This initiative provides an alternative working method for drivers. It is primarily aimed to encourage staff at or near retirement preference to remain employed and preference will be given to staff in this category. Connex reserves the right to cease this program at any time and limit the number of job share positions in the company at any one (1) time.



### 16.2.3 The Program.

- 16.2.3.1 Where two outstation drivers agree to job share at the same depot, one will vacate their rostered position and share the full-time rostered position of the other.
- 16.2.3.2 Both parties must sign a Job Share Agreement which will be binding and the arrangement will not be reversible.
- 16.2.3.3 The division of working time will be agreed between the two participants but will normally be split on a 50/50 basis.
- 16.2.3.4 The rotation between the participants will be no less than weekly up to a maximum of three months. Participants will work on a full-time basis (38 hours per week) during their respective rotations.
- 16.2.3.5 Where the participants are unable to agree on the split and rotation, management will decide the appropriate arrangement, which will be final.
- 16.2.3.6 Pay rates and leave entitlements are the same as for full-time drivers but calculated on a pro rata basis.
- 16.2.3.7 Annual leave will accrue on a pro-rata basis but must be taken in the following manner. i.e. A job share driver who has worked on a 50/50 basis for a full year would take leave for 2.5 weeks, not 2.5 weeks consecutively spread over 5 weeks.
- 16.2.3.8 Parties to a Job Share arrangement agree to work a reasonable amount of overtime in accordance with Subclause 15.4.2.3 of this Agreement.
- 16.2.3.9 The distribution of overtime will also be in accordance with the normal equalisation practice.

### 16.2.4 Conditions

- 16.2.4.1 Connex will only accept applicants for Job Share that are deemed as suitable and job share arrangements that are acceptable to Connex.
- 16.2.4.2 Participants agree to work reasonable overtime, the distribution of which will be in accordance with the principles of equalisation, which apply to other driving staff.
- 16.2.4.3 As is the case with part-time drivers, EDO's will not apply.
- 16.2.4.4 Time worked in a Job Share role will be deemed to be continuous, but calculated on a pro rata basis.

- 16.2.4.5 Drivers who apply will be considered for a Job Share role in order of the date of application, however Connex may give preference to drivers at or near retirement age. Where more than one (1) Job Share application is received on the same day and each is considered suitable then seniority will determine which application is accepted.
- 16.2.4.6 Job Share participants who are members of any of the defined benefit superannuation schemes (Revised, New or Transport Superannuation funds) should be aware that working on a less than full-time basis, which thus reduces income, may effect their superannuation benefits as these schemes calculate final average salary based on the average salary over the last two (2) years prior to retirement unless they exercise the option of maintaining their previous contribution level.
- 16.2.4.7 In the event that the Job Share position is dissolved the vacant position will be filled on a full-time basis in the normal manner.

### **16.3 Maternity Leave - Training and Accreditation Continuity Incentive**

- 16.3.1 To avoid this potential loss of accreditation a driver who is continuously absent for at least six (6) months on paid and unpaid Maternity Leave (i.e. At least three (3) months after the conclusion of the paid twelve (12) weeks paid Maternity Leave period) will be eligible for a special one-off Training Continuity Incentive.
- 16.3.2 A driver who takes Maternity Leave of at least six (6) continuous months, including paid and unpaid leave, may lose safe working accreditation and training and operational currency. She will then require a period of retraining on resumption of duty.
- 16.3.3 A driver who maintains Safeworking Accreditation and Training and Operational Currency by undertaking at least the minimum attendance and training requirement set out below, will be paid a one-off Training and Accreditation Incentive equal to five (5) days pay at ordinary time in addition to normal award payments for the work performed. This one-off payment will be paid three (3) months after return to full-time duty.
- 16.3.4 If the driver is absent as above for a further continuous period of six (6) months (total extended Maternity Leave period of twelve (12) months) and again complies with the attendance and training requirements they will be paid a further Training and Accreditation Continuity Incentive equal to five (5) days pay at ordinary time. In this case the driver will be paid a total of ten (10) days three (3) months after return to full-time duty.

### 16.3.5 Eligibility

16.3.5.1 To be eligible for this incentive program the driver must at least undertake the following accreditation and training tasks for each six (6) months of absence:

- (a) two (2) shifts, one (1) of which must be on the Hurstbridge line for maintenance of Electric Staff and Staff and Ticket accreditation. One (1) shift must be on services that will enable maintenance of ABS and ATC accreditation;
- (b) one (1) shift for completion/catch –up of Continuation training and;
- (c) one (1) shift to undergo updating of any new operational requirements

16.3.5.2 To access the incentive benefits eligible drivers must make written application to their respective supervisor, who will make the necessary arrangements for attendance.

## 16.4 Medical Attendance - Train Drivers

16.4.1 This procedure covers the preparation and attendance of train drivers for blood testing and at subsequent medial examinations, required to meet the medical standards under the Code of Practice, Health Assessment of Rail Safety Workers.

16.4.2 The blood test requires the driver to fast for a period of eight to twelve (8 -12) hours prior to the test. Attendance time for the blood test should take up to one (1)hour. An overall payment of eleven (11) hours is to be made to Locomotive Drivers who satisfactorily complete the blood test phase of the medical examination. This payment is to stand-alone and be deemed a non-active shift for the purpose of calculating shift penalties and overtime payments. The entire payment is to be paid at ordinary time rate.

16.4.3 Payment for attendance at the subsequent follow-up medical fitness examination is to be based on the actual time involved subject to a maximum of three and a half (3.5) hours. This time is to stand alone and be deemed a non-active shift for the purpose of calculating shift penalties/overtime payments. The attendance time is to be paid at ordinary time rate.

16.4.4 Any further medial attendance requirements to meet the necessary medical standard will be the responsibility of the employee and must be carried out in the employees own time.

16.4.5 All drivers are required to undergo medical testing to the standard within the designated time.

## 16.5 On-Job-Trainer (OJT) Training Incentive Program

16.5.1 The objective of training incentive program is to encourage maximum participation and availability of "On the Job trainers" (OJT's) in delivering training to trainee drivers.

16.5.2 The Program

16.5.3 The incentive program provides for an annual bonus that is paid in addition to the regular On the Job Training rate.

16.5.4 Permanently appointed OJT's are not eligible to participate in the bonus scheme.

16.5.5 The bonus is calculated by taking into account the total hours worked by a qualified OJT with trainees over a period of one (1) year and subject to the amount of time accumulated, becoming eligible for an annual bonus ranging from 10 percent to 30 percent.

16.5.6 The incentive payment is to be calculated and applied on the following basis:

Percentage of Rostered Time as an OJT	Equivalent Annual Hours Worked with a Trainee	Incentive Payment
1% - 15%	18 hours or greater but < 285 hours	10% loading to be paid
16% - 40%	285 Hours or greater but < 732 hours	15% Loading to be paid
41% - 70%	732 hours or greater but < 1268 hours	20% loading to be paid
71% or greater	1268 hours or greater	30% loading to be paid

16.5.7 For this purpose it is assumed that drivers on average are rostered five (5) shifts per week for forty-seven (47) weeks after excluding an allowance for annual leave of five (5) weeks

16.5.8 For example: a driver who spent 25 percent of rostered time as an OJT would be entitled to an incentive payment calculated as follows:

25% of average available rostered time spent as an OJT	
=	470.0 hours
=	\$5.32 per hours x 15 percent loading
=	\$0.80 x 470.0 hours
=	\$376.00 (Incentive payment)

16.5.8.1 The amount of annual rostered time worked with a trainee is calculated from the first pay period at the commencement of the finance year (July) through to the last pay period at the end of the financial year (June).

16.5.8.2 Payment is to be made to the employee by no later than the 1st of September following the end of each financial year.

#### 16.5.9 Application

16.5.9.1 Employees have the option to take the payment as cash or salary sacrifice the entire incentive payment into Vic Super or STA. Employees' wishing to salary sacrifice the incentive payment must elect to do so by the 31st March in the financial year for which the payment is to be made.

16.5.9.2 Trainee drivers can be allocated to the same OJT more than once during the period of their training however allocation will ensure that the trainee will still have exposure to a variety of OJTs.

16.5.9.3 Trainees may be assigned to undertake training at the Flinders Street depot or any metropolitan depot. In allocating trainees to depots consideration may be given to any personal extenuating circumstances.

16.5.9.4 OJTs must perform at least one (1) week of training in the twelve (12) month period to maintain their training accreditation.

16.5.9.5 Drivers are not to be paid Suburban Relieving Expenses when they undertake duties as an OJT at a location other than their permanent appointed position.

### 16.6 Train Service Officers, Principal Drivers and Instructors Driving

16.6.1 Principal Drivers are annually required to return to driving duties for a minimum period of one (1) month to maintain their operator efficiency and accreditation. This may be taken as one (1) consecutive month or two (2) periods of two (2) weeks or other period as agreed.

16.6.2 Principal Drivers/ Instructors will not be rostered to perform part shift appointed duties and part shift driving duties.

16.6.3 They will undertake train movements as follows :

- where an outstation driver fails to report or where driver shifts are open and one of them will be travelling they may complete the one way journey;
- where one of them is present at a location which is incurring major train delays due to a serious incident and

no driver is in position or available at the location to move the train and their immediate assistance could help reduce delays and assist in the service recovery process;

- to supplement the train driver workforce during periods where shifts exceed the number of available drivers;
- where a train is causing or has the potential to cause service delays.

## **16.7 Train Services Officers Structure**

16.7.1 This position resulted from combining the positions of Principal Driver and Field Operations Managers into the one (1) multi-skilled position.

16.7.2 Appointments are made from the separate skill streams therefore ex Field.

16.7.3 Operations Managers become Train Services Officer (Signalling Specialist) and Principal Drivers become Train Services Officer (Principal Driver Specialist).

16.7.4 Both specialists can conduct audits in their own specific field but either could provide the following services:

- Site Controller (attend all service disruptions);
- co-ordinate/manage special events;
- WTT monitoring;
- safeworking training and assessment;
- accident or incident investigations.

16.7.5 Safeworking qualifications for this position must be achieved in employees own time,

16.7.6 Train Services Officers (Principal Driver Specialist) are to be available to drive trains when business needs require.

16.7.7 Train Services Officers (Principal Driver Specialist) pay rates are aligned to the Senior Officer scale.

16.7.8 In order to retain their salary schedule a Train Services Officer (Principal Driver Specialist) must maintain safeworking accreditation and perform duties commensurate with their qualifications. This includes having to undergo re examination as required.

16.7.9 A Train Services Officer (Principal Driver Specialist) who is a member of a defined benefit superannuation scheme are to have their superable salary calculated on 120 percent of the rate of pay for the classification of Principal Driver Specialist.

<b>Train Service Officer (Principal Driver Specialist)</b>	<b>Equivalent Pay Rate</b>	<b>Minimum Period</b>
Entry level TSO Principal Driver Specialist	Senior Officer Division 8	
<p>Upon entry Principal Driver Specialists will remain at this rate for a period of five (5) years.</p> <p>Further incremental progression can apply after twelve (12) months subject to having attained qualifications in all safeworking systems applicable to the Connex network.</p>		
	Senior Officer Division 9	After 5 years
	Senior Officer Division 10	After 6 years
	Senior Officer Division 11	After 7 years
	Senior Officer Division 12	After 8 years

#### **16.8 Training Bond for Locomotive Drivers and Trainees**

- 16.8.1 This agreement provides for the introduction of a training bond for Trainee Drivers who are engaged after the 1st February 2005.
- 16.8.2 Applicants for positions of trainee drivers will be advised of the requirement to enter into a training bond which will form a part of their employment conditions.
- 16.8.3 Applicants who refuse to accept a training bond will not be offered employment as acceptance of the bond is a pre- requisite to entering Connex Melbourne's Driver Training Program.
- 16.8.4 The bond recognises that the cost of training drivers is expensive and that drivers who cease employment within a three (3) year period of commencing their training would prevent Connex Melbourne from being able to obtain a reasonable return on its investment in that training.
- 16.8.5 The principle is that a trainee or driver who resigns or who is terminated for reasons other than redundancy within a three (3) year period of commencement of their training, will repay to Connex Melbourne the reasonable costs of their training. Termination in such circumstances will as is usual, be subject to prior consultation with the RTBU Locomotive Division.
- 16.8.6 A trainee who is unable to pass the required course because of ill health or where the employer is convinced that the trainee has made genuine efforts but is unable to achieve the required competencies will not be required to make a repayment
- 16.8.7 Applicants for positions of Trainee Drivers will be advised of the requirement to enter into a training bond which will form a part of their employment conditions.

- 16.8.8 Applicants who refuse to accept a training bond will not be offered employment as acceptance of the bond is a pre-requisite to entering Connex Melbourne's driver training program.
- 16.8.9 The repayment for a trainee or driver who ceased employment during his/her training period is \$3333.00 for each completed month of training. The maximum repayment currently would be \$40,000. This amount would be recovered if a driver ceased employment within twenty-four (24) months of completing training.
- 16.8.10 The above amounts may be varied by the Company from time to time to reflect changes in the cost of training and will be reduced by any incentives received by Connex Melbourne on behalf of an individual as part of a New Apprenticeship scheme.
- 16.8.11 Trainee Drivers entering a training bond will be required to authorise Connex Melbourne to deduct any monies up to the total value of any repayment from the gross amount of any final wages and accrued leave.
- 16.8.12 Should there be no final payment for wages or accrued leave or where the final payment does not cover the full value of any repayment, the employee will be required to make the full repayment or the balance within thirty (30) days of being advised by Connex Melbourne.

## **16.9 Training Shifts**

Training Shifts for drivers are able to be rostered to a Maximum of twelve (12) hours duration with the Inclusion of Travelling Time.

## **16.10 Trains Left Unattended on Platforms and in Sidings (Limited Stabling)**

- 16.10.1 When a train arrives at a location scheduled for a driver change or at a stabling location, the train can be secured and left unattended (limited stabling), as per the 'cab unattended' procedure for a maximum period of sixty (60) minutes. (Dependent on Stages 1 and 2 being completed).
- 16.10.2 After sixty (60) minutes, the train will require a 'Re-entry Preparation' to be conducted.
- 16.10.3 Driver will be allowed three (3) minutes to secure the train.
- 16.10.4 Driver will be allowed three (3) minutes to prepare for the train's departure (after a train has been stabled under the limited stable provision).
- 16.10.5 Stage 1 implementation in sidings is subject to the train fleet having a:
  - trainlined park brake system;
  - a logbook in driver's compartment on Comeng and Hitachi air-conditioned motors.



16.10.6 Stage 2 implementation at platforms is further subject to the train fleet having a slam door locks fitted to driving compartments on Comeng and Hitachi air-conditioner motors.

16.10.7 Steps for implementation:

- a procedure will be required detailing what is expected from drivers prior to leaving trains unattended and a Risk Assessment conducted;
- a re-rostering exercise will be required to achieve the business benefit.

## **17. SCHEDULE OF RATES AND ALLOWANCES**

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### **17.1 Schedule A – Rates and Pay**

See attached Schedule A

### **17.2 Schedule B – Allowances**

See attached Schedule B