



**Connex Melbourne
Collective Agreement
2009 – 2012**

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1. TITLE

This Agreement shall be known as the Connex Melbourne Collective Agreement 2009-2012. This is an Agreement made under the provisions of the Fair Work Bill.

2. PARTIES BOUND

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;

3. PERIOD OF OPERATION

This Agreement comes into operation on the date of lodgement, and when this occurs, the nominal commencement date will be 1 July 2009. The nominal expiry date of the Agreement is 30 June 2012. The parties will review the Agreement at least three (3) months prior to that date.

4. APPLICATION

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

5. AIM OF AGREEMENT

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

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 employee engagement and instil an environment of continuous improvement.

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

SAFETY	Give priority to safety in everything we do.
RESPECT	For ourselves, customers and stakeholders.
COMMITMENT	To our tasks, goals, customers and stakeholders.
INTEGRITY	Act honestly and do what we say we will do.
INNOVATION	Seek to continuously improve the quality and value of our services.

The parties recognise the importance to the success of the business and its employees 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;
- 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 employee 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 specific needs.

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:

Date	2009	2010	2011	2012
1 January		2%	3%	2%
1 July	2%	2%	2%	

- (a) 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 14 of this Agreement.
- (b) Such additional wage increases, subject to successful implementation of initiatives, will be applicable in conjunction with the last two incremental wage increases on the one (1) percent in July 2011 and one (1) percent in January 2012.
- (c) 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 of this Agreement.

Shift Allowances	Clause 11.1.16 and 11.2.7
Drivers Suburban Allowance	Clause 11.3.7
Travelling and Incident Expense	Clause 11.2.16
Relieving Expenses	Clause 11.2.2
Suburban Group Working Allowance	Clause 11.2.8
Disruption to Work Allowance	Clause 11.2.3
Meal Allowances	Clause 11.2.6 or 11.3.4

7.3 Schedule of Rates and Allowances

- 7.3.1** Schedules A and B respectively set 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.

7.4 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(a) and 7.1(b) of the Agreement.

8. CONSULTATION AND COMMUNICATION

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 consult 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 Fair Work Australia for mediation and/or conciliation. In the event that conciliation is exhausted and is not successful a request to Fair Work Australia for arbitration may be initiated by either party.
- 8.2.6 Where a dispute is referred to Fair Work Australia 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 Fair Work Australia panel or the Fair Work Australia 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. FLEXIBILITY PROVISIONS

- 9.1** Notwithstanding any other provision of this Agreement Connex Melbourne and an individual employee may agree to vary the application of certain terms to meet the genuine individual needs of the company and the individual employee. The terms that Connex Melbourne and the individual employee may agree to vary the application of are those concerning:
- (a) Arrangements for when work is performed;
 - (b) Overtime rates;
 - (c) Penalty rates;
 - (d) Allowances; and
 - (e) Leave loading.
- 9.2** Connex Melbourne and the individual employee must have genuinely made the agreement without coercion or duress.
- 9.3** The agreement between Connex Melbourne and the individual employee must:
- be confined to a variation in the application of one or more of the terms listed in clause 9.1; and
 - not disadvantage the individual employee in relation to the individual employee's terms and conditions of employment.
- 9.4** For the purposes of clause 9.1 the agreement will be taken not to disadvantage the individual employee in relation to their terms and conditions of employment if:
- the agreement does not result, on balance, in a reduction in the overall terms and conditions of employment of the individual employee under this agreement and
 - the agreement does not result in a reduction in the terms and conditions of employment of the individual employee under any other relevant laws of the Commonwealth or any relevant laws of a State or Territory.
- 9.5** The agreement between the employer and the individual employee must also:
- Be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - State each term in clause 9.1 of this agreement that Connex Melbourne and the individual employee have agreed to vary;
 - Detail how the application of each term has been varied by agreement between the employer and the individual employee;
 - Detail how the agreement does not disadvantage the individual employee in relation to the individual employee's terms and conditions of employment; and
 - State the date the agreement commences to operate.
 - State the date the agreement ceases to operate, if applicable.
- 9.6** Connex Melbourne will give the individual employee a copy of the agreement and keep it as a time and wages record.
- 9.7** In seeking to enter into an agreement Connex Melbourne will provide a written proposal to the employee. Where the employee's comprehension of written English is limited, the company will take measures, including translation into an appropriate language, to ensure that the employee understands the proposal.

9.8 The agreement may be terminated:

- by Connex Melbourne or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- At any time, by written agreement between the Connex Melbourne and the individual employee.

9.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this agreement.

10. SKILLS AND DEVELOPMENT

10.1 Training

- 10.1.1** The skills and abilities of Connex Melbourne employees 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.

Connex Melbourne will:

- (a) Provide employees with access to training that will be of benefit to them in their career;
- (b) Develop a "learning" organisation;
- (c) Encourage employees to contribute positively to their work and continually seek new and better ways of doing things;
- (d) Consider requests from employees for training that will benefit them in their role with the company.
- (e) Develop and implement programs to provide continuation of skills, knowledge to ensure that the required accreditation of employees is maintained.

- 10.1.2** The intent of the training programs is to establish consistent employee skills across a unified system, providing employee the ability to contribute positively to the business goals and to enhance individual skills and abilities while providing the opportunity for career growth.

- 10.1.3** In accessing the required training employees 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.

- 10.1.4** Allowance will be made for individual Recognition of Prior Learning. Where appropriate, training will be competency based and Nationally Accredited.

- 10.1.5** 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 employee in the development, delivery and assessment of training programs.

- 10.1.6** 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.

10.2 Performance Development – Employee Feedback Program

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

- 10.2.2** It aims to provide a framework in which employees 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.

- 10.2.3** The program will enable employees to manage and track their own performance against set annual goals.

- 10.2.4** A formal meeting will take place annually between employees, their representative/s if requested, and their respective line managers for the purpose of planning and review and to provide feedback between line managers and employees. This process will also include a six month review to track progress against agreed annual goals.

- 10.2.5** 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.
- 10.2.6** Managers and employees 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.
- 10.2.7** Introduction of the Maximising Performance (MAX) process will be implemented progressively throughout 2009 - 2012.

11. EMPLOYMENT CONDITIONS

11.1 Common/General Employment Conditions

11.1.1 Continuity of Service

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

11.1.2 Redundancy

- 11.1.2.1 A redundancy may occur where Connex Melbourne determines that a job is no longer required.
- 11.1.2.2 Where a redundancy is proposed, Connex Melbourne will undertake prior consultation with the affected employee and their union, or other representative, regarding the reasons for the redundancy; options or alternatives that may be available for the affected employee and; other relevant information, including time of implementation.
- 11.1.2.3 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 employee 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 employee, 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 seven (7) years continuous service (twenty one (21) 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 11.1.2.3(a)(ii).

11.1.2.4 Application

- (a) The combined total maximum payment under the provisions of subclause 11.1.1 is forty five (45) 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 employee.
- (c) These redundancy provisions apply only to employee permanently employed by Connex Melbourne and are not applicable to, casuals, probationary, contract or fixed term employee.
- (d) Redundant employees will be eligible for payment of pro-rata Long Service Leave after completion of four (4) years service.

11.1.3 Annual Leave

11.1.3.1 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.

11.1.3.2 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.

11.1.3.3 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.

- 11.1.3.4** 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.
- 11.1.3.5** 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.
- 11.1.3.6** Annual leave accruals for part-time employees are calculated on the weekly average of the ordinary hours worked during the leave year.
- 11.1.3.7** 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.
- 11.1.3.8** 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. The employee must advise their line manager while they are on annual leave that they have fallen sick while on leave and are in receipt of a medical certificate confirming same.

11.1.4 Long Service Leave

11.1.4.1 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) Upon the death of an employee or 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.

11.1.4.2 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.

11.1.4.3 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.

11.1.5 Parental Leave

- (a) 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.
- (b) 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.
- (c) An eligible casual employee is as defined in Section 264 of the Australian Workplace Relations Act 1996 as amended.
- (d) Spouse includes a de facto or former spouse except in relation to Adoption Leave which does not include a former spouse.

11.1.5.1 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. 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.

11.1.5.2 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.

11.1.5.3 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.

11.1.5.4 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.

11.1.6 Maternity Leave

11.1.6.1 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.

11.1.6.2 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.

11.1.6.3 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.

11.1.6.4 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.

11.1.6.5 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.

11.1.7 Paternity Leave

11.1.7.1 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.

11.1.7.2 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.

11.1.7.3 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.

11.1.7.4 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.

11.1.8 Adoption Leave

11.1.8.1 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.

11.1.8.2 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.

11.1.8.3 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.

11.1.9 Personal Leave

11.1.9.1 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 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.

11.1.10 Sick Leave

11.1.10.1 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.

11.1.10.2 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.

11.1.10.3 Certification

- (a) An employee must provide satisfactory evidence that he or she was unable to attend for duty due to illness on the day or days for which Sick Leave is claimed
- (b) Applications for leave of absence on the grounds of illness are to be supported by a certificate from a registered medical practitioner which must state that in the practitioner's opinion the employee is unfit for work because of a personal illness or injury
- (c) Applications for leave of absence on the grounds of illness, without the production of a medical certificate cannot exceed 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 (3).
- (d) Where exceptional circumstances arise that the employee is unable to obtain a medical certificate, then a statutory declaration can be submitted stating the reason why a medical certificate could not be obtained.
- (e) 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.
- (f) Connex Melbourne shall monitor employee sick leave absences, without a medical certificate and those where statutory declarations have been submitted. Consequently, it can be requested that any future absences must be supported with a certificate from a registered medical practitioner.
- (g) 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.
- (h) 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.

11.1.10.4 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 providing a medical certificate from a registered medical practitioner 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 and subject to them having notified their supervisor or manager of this situation as soon as they have received that certificate.
- (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.

11.1.10.5 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.

11.1.11 Carers Leave

11.1.11.1 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 11.1.3
 - (ii) Time off in lieu of payment for overtime consistent with Clause 11.1.14
 - (iii) Make-up time consistent with Clause 11.1.15
 - (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.

11.1.11.2 Certification

To be entitled to Carers Leave the employee is to provide Connex Melbourne with a medical certificate from a registered medical practitioner or a statutory declaration (refer clauses 11.1.10.3 (d), (f) and (g) (Page 22) 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 certificate must be provided as soon as reasonably practicable before or after the leave commences.

11.1.11.3 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.

11.1.12 Bereavement Leave

11.1.12.1 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.

11.1.12.2 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 extra day off (EDO), discretionary day off (DDO) 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 11.1.12.1(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.
- (d) Where circumstances arise that the employee has to undertake significant travel as a result of a death/attendance at a funeral of a family member, then the employee may seek consideration from the employer to vary the application provision as contained in subclause (c).

11.1.13 Compassionate Leave

11.1.13.1 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

11.1.13.2 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.

11.1.14 Time In Lieu

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

11.1.15 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.

11.1.16 Shiftwork Allowances

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

11.1.17 Limitation of Penalty Payments

- (a) 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.
- (b) The maximum payment for working on any other day is either time and a half or double time as appropriate.
- (c) 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.

11.1.18 Train Services Officers Structure (Principal Driver and Signaller Specialist)

- (a) This position resulted from combining the positions of Principal Driver and Field Operations Managers into the one (1) multi-skilled position.
- (b) Appointments are made from the separate skill streams therefore ex Field Operations Managers become Train Services Officer (Signalling Specialist) and Principal Drivers become Train Services Officer (Principal Driver Specialist).
- (c) 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 - Applicable only to Train Service Officer (Signalling Specialist);
 - Accident or incident investigations.
- (d) Safeworking qualifications for this position must be achieved in employees own time,
- (e) Train Services Officers (Principal Driver Specialist) are to be available to drive trains when business needs require.
- (f) Train Services Officers (Principal Driver Specialist) pay rates are aligned to the Senior Officer scale.
- (g) 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.
- (h) 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.
- (i) Upon entry Principal Driver Specialists will remain at this rate for a period of five (5) years.
- (j) Further incremental progression can apply after twelve (12) months subject to having attained qualifications in all safeworking systems applicable to the Connex network.

Train Service Officer (Principal Driver Specialist)	Equivalent Pay Rate	Minimum Period
Entry level TSO Principal Driver Specialist	Senior Officer Division 8	
	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

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
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

11.1.19 Accident Make-Up Pay

- 11.1.19.1** 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.
- 11.1.19.2** 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 compensation 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 any one 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.

11.1.19.3 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.

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

11.1.19.5 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.

11.1.20 Payment of Wages

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

11.1.21 Probation

11.1.21.1 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.

11.1.21.2 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.

11.1.22 Salary Maintenance – Appointment of Redeployed Employee

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:

11.1.22.1 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.

11.1.22.2 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.

11.1.23 Salary Sacrifice Agreement

This agreement shall enable employees of Connex Melbourne to salary sacrifice contributions from their future pre tax ordinary pay to a complying superannuation fund subject to the following conditions:

- (a) Salary Sacrifice contributions shall not reduce the prescribed hourly rate of pay for the employees appointed classification as specified in the schedule of rates which is attached to this Collective Agreement.
- (b) Connex Melbourne has the right with appropriate notice, to withdraw from offering Salary Sacrifice to employees if there is any alteration to relevant legislation that will be detrimental to the company if it were to continue salary sacrifice arrangements for its employees.
- (c) Salary Sacrifice contributions should not exceed the annual concessional contribution limits as prescribed by the Australian Taxation Office.
- (d) The "concessional contribution" limits also include Employer Superannuation Guarantee contributions (SGC) presently made by employer.
- (e) Employees can only salary sacrifice future ordinary time payments. Payments for overtime cannot be salary sacrificed
- (f) Employees may nominate to salary sacrifice any future long service leave entitlements that may become due. Refer to clause 11.1.4.3.
- (g) Long Service Leave that accrued before the arrangement commenced cannot form part of a salary sacrifice.
- (h) Salary sacrifice contributions can only be made to the same superannuation fund that the employer contributions are being directed to, except where the employee is a member of a defined benefit superannuation scheme.

- (i) Employee contributions to the Revised, New and Transport Defined Benefit Superannuation schemes are excluded from this salary sacrifice agreement. Conditions, associated with making salary sacrificing contributions to these schemes are contained in clause 11.1.24.3(c) of this Collective Agreement.
- (j) Employees who are members of a defined benefit superannuation schemes who wish to make additional salary sacrifice contributions from their pre tax ordinary time earnings may only make such contributions to VicSuper or Australian Super. Prior to making a salary sacrifice election such employees should obtain details on their "notional taxed contributions" to their defined benefit fund to ensure they do not exceed their concessional contribution limit.
- (k) Employees may only vary their salary sacrifice arrangement on one (1) further occasion each calendar year.
- (l) Should an employee experience hardship then they must advise Connex Melbourne of their need to alter their existing salary sacrifice arrangement.
- (m) Employees seeking to enter to a salary sacrifice arrangement should obtain independent financial advice prior to doing so, which shall be at the employee's expense.
- (n) Connex Melbourne shall not be held responsible for the financial consequences of the implementation of the financial advice or failure by the employee to seek such advice.
- (o) Employees wishing to enter into a salary sacrifice arrangement complete a "Payment of Superannuation Contributions from Pre Tax Salary" form.

11.1.24 Travel Pass Entitlement

11.1.24.1 Employee Free Travel Authority (EFTA)

(a) Eligibility

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

(b) Personal Use Only

- (i) 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.
- (ii) 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.

(c) 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.

(d) Travel Availability

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

- Melbourne metropolitan trams, trains and buses (both Government and privately owned).
- V/Line Passenger services including V/Line 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.

(e) 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.

(f) 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.

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

(h) 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.

11.1.24.2 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.

11.1.24.3 Interstate Leave Passes

(a) Entitlement

- (i) 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.
- (ii) Employees engaged after 1 July 2003 are not entitled to interstate passes.
- (iii) 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.
- (iv) Employees are entitled to one (1) free Interstate travel pass in any annual leave year. Such entitlement, if unused, does not accumulate.

- (v) 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.

(b) Travel Availability

- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) Interstate pass entitlements as set out above will apply for the duration of this Agreement.

(c) Salary Sacrifice Option – Interstate Travel Vouchers

- (i) 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.
- (ii) Variations to the prescribed amount shall be limited to the employee contribution rules that apply to each individual scheme.
- (iii) 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.
- (iv) 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.
- (v) 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.

- (vi) 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.

11.1.24.4 Retired Employee Travel Authority (RETA)

(a) Eligibility

- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) 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.
- (v) 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.

(b) Intrastate Travel Entitlements

- (i) Employees eligible for intrastate travel entitlements as in subclause 11.1.24.2 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.
- (ii) If requested, a pass will also be issued for this period for the employees' spouse and eligible dependants.

(c) Interstate Travel Entitlements

- (i) Employees eligible for interstate travel entitlements, as in subclause 11.1.24.3 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.
- (ii) Deferment of travel, because of ill health, is allowed for up to six (6) months on production of a medical certificate.

(d) 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.

11.1.25 Uniforms

Employees that are required to wear company issue uniform will do so in accordance with the standards relevant to their type of employment.

Other than the cost of the initial uniform provision, all Uniform Maintenance, Cleaning and Repair costs will be the responsibility of the employee. Replacement items will be subject to normal wear and tear.

11.2 Employment Conditions: Operations, Salaried, Administration and Engineering employees

11.2.1 Definitions relating to Operations, Salaried, Administration and Engineering Employees

Central Business District (CBD)	means Stations inclusive of North Melbourne, Jolimont, 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.
Headquarters	means the station, place or depot to which an employee is attached or in the case of an employee on the regular relieving employee. 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.
MURL	Melbourne Underground Rail Loop
Operations, Salaried, Administration and Engineering Employees	means all employees employed under the conditions of the Connex Melbourne Collective Agreement 2009-2012, with the exception of those employees classified as Drivers, as defined in this Agreement.
Prior Notice	means at least two (2) hours where the shift commences between 0800 hours and 2200 hours and twelve (12) hours otherwise.
Regular Relieving / Annual Leave Relief	means Employees appointed to annual leave relief positions.
Shift Allowance	<p>Early Morning Shift means a shift which commences at or between 0400 and 0530 hours.</p> <p>Afternoon shift means a shift which commences before 1800 hours and concludes at or after 1830 hours.</p> <p>Night Shift means a shift which commences at or between 1800 and 0359 hours.</p>
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.
Suburban Group Working	means an employee appointed to a 'suburban group relief position'.
Unavoidable Necessity	includes circumstances where compliance involves the employer in expenditure which is unreasonable.
Wherever practicable, as far as practicable	<p>and any similar expressions means that arrangement must be made if it can be without:</p> <ul style="list-style-type: none"> - Detriment to the customers' interest; - Additional cost to the company; - Reducing the efficiency of the service.

11.2.2 Relieving Expenses

11.2.2.1 Employees appointed to the regular relieving /annual leave relief positions 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 at a location (other than their home location) within the Connex Melbourne electrified network are to be paid suburban relieving expenses, however, such payment shall not apply where an employee is appointed to a CBD relief position and undertakes relief duties at any of the other CBD 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 Employee Award 2002; the Railways Salaried Employees Award 2002; the Railways Professional Officers Award 2002, or the Rail Industry Award 2010, as appropriate. Payment will not apply to employee relieving on the Stony Point service.
- (c) Expenses are not to be paid 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.

11.2.2.2 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.

11.2.3 Disruption to Work Allowance

- (a) 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.
- (b) 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 seven (57) cents per hour for each and every hour worked in those circumstances as adjusted by this agreement.
- (c) 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.
- (d) 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.

11.2.4 Limitation of Application – Senior Officers (SO's) and Professional Engineers (PE's)

- (a) This clause shall apply to salaried and professional grades that are accorded the classified rates applicable to SO's or PE's. 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.
- (b) Provisions applicable to SO Division 12 and below or PE Class 3 and below
- (i) 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 11.2.12 (Overtime); Subclause 11.2.13 (Public Holidays); Subclause 11.2.15 (Saturdays/Sundays) and; Subclause 11.1.16 (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.
 - (ii) 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.
- (c) Provisions applicable to Senior Officer Division 13 and above or Professional Engineer Class 4 and above
- (i) 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 11.2.2	Relieving Expenses
Clause 11.2.22	Ordinary hours*
Clause 11.1.3	Annual Leave
Clause 11.1.9	Personal Leave
Clause 11.1.5	Parental Leave
Clause 11.1.15	Make Up Time
Clause 11.1.14	Time In Lieu

** Subclause 11.2.23(b) does not apply to Senior Officers 17 and above or Professional Engineers Class 5 and above.*

11.2.5 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.

11.2.6 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.

11.2.7 Permanent Night Shift Allowance

(a) Employees who:

- Work night shift only;
- Remain on night shift for a longer period than four (4) consecutive weeks;
- 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.

(b) 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.

11.2.8 Suburban Group Working

- (a) 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 group relief roster
- (b) The Central Business District (CBD) stations are regarded as one location and expenses shall not apply where the employee is appointed to the (CBD) group relief roster and only undertakes relief duties at these locations.
- (c) 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.

11.2.9 Excess Shifts

- (a) 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.
- (b) Any time worked on a thirteenth (13) or subsequent shift in any fortnightly pay period will be paid at the rate of double time.
- (c) Where an excess shift occurs on a public holiday then the employee shall only be entitled to the payments under the public holiday clause provisions.

11.2.10 Guaranteed Payment

- (a) Except for part-time employee 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:
 - (i) Penalties for shift work and for overtime, Saturday time, public holidays and Sunday time;
 - (ii) Any allowance representing the difference between the classified rate and the ordinary rate applicable whilst acting in a higher grade.
- (b) 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.
- (c) The guarantee for a part-time employee will be the minimum agreed hours of work.
- (d) 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.
- (e) 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.

11.2.11 Minimum Payment

- (a) 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.
- (b) 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.

11.2.12 Overtime

- (a) All employees are required to work reasonable overtime as required by Connex Melbourne provided they are paid the relevant overtime rates.
- (b) Overtime is all time worked in excess of eight (8) hours on any day or shift.
- (c) 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.

11.2.13 Public Holidays

- (a) With the exception of part-time employee all employees are entitled to holidays on the following days:
 - (i) Good Friday, Easter Saturday and Easter Monday;
 - (ii) 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;
 - (iii) 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;
 - (iv) 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;
 - (v) Any other days which are proclaimed from time to time as public holidays by the Victorian Government
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) Pay for one (1) day's leave of absence means an amount equal to a tenth of the ordinary hours of duty per fortnight.
- (h) 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.
- (i) Part-time employees required to work on a public holiday are be paid double time and a half for the actual hours worked.

11.2.14 Relieving in Higher Positions

- (a) Employees engaged on duties carrying a higher rate than their ordinary classification will be paid that higher rate for the actual hours worked.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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:
 - (i) More than twelve (12) weeks but less than twenty-four (24) weeks - one quarter;
 - (ii) Weeks but less than thirty six (36) weeks - one half;
 - (iii) Thirty six (36) weeks but less than forty eight (48) weeks - three quarters;
 - (iv) Forty eight 48 weeks or more - all leave due.

11.2.15 Time Worked on Saturdays and Sundays

- (a) 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.
- (b) 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.
- (c) Employees, who work on a Sunday, are to be paid for at least one-third of a day.
- (d) 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.
- (e) 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.

11.2.16 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 Employee Award 2002, the Railways Salaried Employees (Victoria) Award 2002 or the Railways Professional Officers Award 2002 or the Rail Industry Award 2010, as appropriate.

11.2.17 Intervals between Shifts

- (a) 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.
- (b) 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.

11.2.18 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.

11.2.19 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.

11.2.20 Non Accrual of EDOS

- (a) Subject to the needs of the business and the agreement of their manager, Clerical, Administrative, Professional and "Head Office" employee 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.
- (b) An EDO where rostered, is not able to be accumulated and can only be taken as time off.
- (c) 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.
- (d) The provisions of sub clause 11.2.20 (c) do not apply to Station staff up to the level of Team Co-ordinator; Customer Service staff (Authorised Officers) up to the level of Team Leader inclusive; Signalling or Metrol employees.

11.2.21 Notification of Change of Roster

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

- (d) 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.

11.2.22 Ordinary Hours of Work

- (a) 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.
- (b) 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:
 - (i) 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;
 - (ii) Rostering each employee off on one (1) week day of a four (4) week cycle over twenty-eight (28) consecutive days.
- (c) 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.

11.2.23 Part-Time Employment

- (a) Part-time employees are those who work a regular pattern of hours which are less than seventy-six (76) a fortnight.
- (b) 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.
- (c) The terms of this Agreement in relation to leave entitlements apply pro rata to part-time employees.
- (d) Excess shift provisions do not apply to part-time employees except where they are relieving in a full-time position.
- (e) 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.
- (f) 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 11.2.15.
- (g) 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.

11.2.24 Employment Bond (Operations, Salaried, Administration and Engineering employees)

- (a) An employment bond applies to employees who are engaged after the 1 June 2005.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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.

11.2.25 Stand Down

- (a) 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.
- (b) 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.

11.3 Employment Conditions: Drivers

11.3.1 Definitions:

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

11.3.2 Relieving Expenses

- (a) Drivers 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:
- (i) When relieving at a location (other than their home location) within the Connex Melbourne electrified network are to be paid suburban relieving expenses.
 - (ii) 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 Locomotive Drivers (Victoria) Award 2001, or the Rail Industry Award 2010, as appropriate. Payment will not apply to Drivers relieving on the Stony Point service.
 - (iii) Expenses are not to be paid for any period exceeding three (3) months when relieving for a period in excess of three (3) months at any one place;
 - (iv) Who perform relieving duties 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.
- (b) 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.

11.3.3 Guaranteed Payment

- (a) Full-time Drivers 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.
- (b) The guaranteed payment is to be paid as if the Driver 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:
 - (i) Penalties for shift work, Saturday time, Sunday time and public holidays;
 - (ii) Penalties for overtime in the case of Drivers whose normal fortnightly roster is divided into less than ten (10) shifts;
 - (iii) Payments in respect to any shifts after the first ten (10) in the fortnightly period.
- (c) The guaranteed payment for a part-time driver will be their agreed roster and any additional shifts worked each fortnight paid as if they had worked a minimum period of eight (8) hours on each shift.
- (d) Drivers will have their guaranteed payment reduced by a maximum of eight (8) hours for each day of approved leave.
- (e) Drivers, are not entitled to the guaranteed payment for any fortnightly period during which they are absent from duty, without the approval of the employer.
- (f) The guaranteed payment will not be available in any fortnight where an Driver has been stood down in accordance with Subclause 11.3.14 Stand Down.
- (g) Full-time Drivers 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.

11.3.4 Meal Allowance

Drivers 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.

11.3.5 Minimum Payment

- 11.3.5.1** A Driver 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.
- 11.3.5.2** Drivers 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.

11.3.6 Overtime

- 11.3.6.1** 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.

Overtime is:

- (a) 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.
- (b) 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.
- (c) All Drivers are required to work reasonable overtime as required by Connex Melbourne provided they are paid the relevant overtime rates.

11.3.7 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.

11.3.8 Rosters and Hours of Work

- (a) All drivers are required to work a rotating roster which includes day, afternoon and night shifts.
- (b) 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.
- (c) 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.
- (d) Drivers, driving electric suburban trains, rostered to work a shift of six (6) hours or less duration shall not be allowed a meal break. A "needs break" of 20 minutes is provided as per the drivers roster code.

11.3.9 Ordinary Hours

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

11.3.10 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 employee shortage

11.3.11 Discretionary Rostered Day Off

- (a) 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.
- (b) Discretionary Rostered Days Off will be clearly identified on the rotation but may be replaced by another symbol.
- (c) Preference will be given to worked shifts equalisation when allocating overtime shifts.
- (d) Permanent swaps will be as per current arrangements.
- (e) 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.
- (f) Sickness and "Compassionate Consideration Payments" will be as per current conditions.
- (g) 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.
- (h) Where a Discretionary Rostered Day Off is worked normal award penalty provisions will be paid in addition to the stand alone payment.

11.3.12 Part-Time Drivers

- (a) Part-time Drivers are those who work a regular pattern of hours which are less than seventy-six (76) a fortnight.
- (b) Before commencing part-time employment the hours of work are to be agreed between Connex Melbourne and the Driver.
- (c) The hours of work will be for a specific number of shifts according to a roster.
- (d) Where a part-time Driver works to a roster the days or time of work may be subsequently varied according to the needs of the employer however the Driver must agree if the average hours of work increase.
- (e) The terms of this Agreement in relation to leave entitlements apply pro rata to part-time Drivers.
- (f) Part-time Drivers required by the employer to work in excess of the agreed roster 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.
- (g) Guarantee provisions apply to part time drivers as per clause 11.3.3(c) except where they are relieving in a full time position, where they will be subject to the provisions of subclauses 11.3.3(a) and 11.3.3(b).
- (h) Part-time Drivers 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.

11.3.13 Saturday and Sunday Work

- (a) 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.
- (b) 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.
- (c) Drivers are able to volunteer to be rostered to work two (2) Sundays in a row to provide additional drivers in times of business need.
- (d) Part-time Drivers 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 11.3.13.

11.3.14 Stand Down

Connex Melbourne may deduct payment for any time during which Drivers 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 Drivers affected. During the period this notification remains in force the Drivers affected are deemed to be stood-down;
- (b) Drivers 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 Drivers 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 Driver other than payment in lieu of notice;
- (d) Drivers 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 Drivers are to provide a statutory declaration setting out details of any other employment;
- (e) Drivers 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 Drivers 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, Drivers 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.

11.3.15 Trauma Leave

- (a) 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.
- (b) 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.

11.3.16 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.

11.3.17 Public Holidays

- (a) With the exception of casuals and part-time Drivers all Drivers are entitled to holidays on the following days:
 - (i) Good Friday, Easter Saturday and Easter Monday.
 - (ii) 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.
 - (iii) New Year's Day / Australia Day provided that should it fall on a Saturday or Sunday it shall be observed on the following Monday.
 - (iv) 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.
 - (v) any other days which are proclaimed from time to time as public holidays by the Victorian Government.

- (b) Connex Melbourne and a majority of affected Drivers may agree to substitute another day for any public holiday provided the agreement is recorded in writing and made available to each affected Driver.
- (c) A full-time Driver 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 Driver may ask to be paid for the day in addition to payment at the rate of time and a half for the time worked.
- (d) An Driver who works on a public holiday falling on a Sunday is to be paid for the time worked at the rate of double time and a half.
- (e) The provision of leave of absence does not apply to Drivers 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.
- (f) Pay for one (1) day's leave of absence means an amount equal to a tenth of the ordinary hours of duty per fortnight.
- (g) Part-time Drivers who would normally have been rostered for duty on a day that a public holiday falls and are subsequently advised that they are not required, shall be entitled for a public holiday for that day.

11.3.18 Easter Saturday

- (a) Paid leave of absence will be made for the Easter Saturday public holiday to locomotive grade Drivers who are rostered to work shifts over a seven day cycle and are otherwise available to work, but are booked off.
- (b) Payment in these circumstances shall be in accordance with the following:
 - (i) 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;
 - (ii) The provision shall not apply to locomotive grade Drivers 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;
 - (iii) 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.

11.3.19 Maternity Leave - Training and Accreditation Continuity Incentive

- (a) To avoid the 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.
- (b) 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.
- (c) 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.

- (d) 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.

(e) Eligibility

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:

- (i) Two (2) shifts, one (1) of which must be on the Hurstbridge line for maintenance of Electric Driver and Driver and Ticket accreditation. One (1) shift must be on services that will enable maintenance of ABS and ATC accreditation;
- (ii) One (1) shift for completion/catch –up of Continuation training and;
- (iii) One (1) shift to undergo updating of any new operational requirements
- (iv) To access the incentive benefits eligible drivers must make written application to their respective supervisor, who will make the necessary arrangements for attendance.

11.3.20 Medical Attendance - Train Drivers

- (a) 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.
- (b) 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.
- (c) 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.
- (d) Any further medial attendance requirements to meet the necessary medical standard will be the responsibility of the Driver and must be carried out in the Drivers own time.
- (e) All drivers are required to undergo medical testing to the standard within the designated time.

11.3.21 On-Job-Trainer (OJT) Training Incentive Program

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.

(a) The Program

- (i) The incentive program provides for an annual bonus that is paid in addition to the regular On the Job Training rate.
- (ii) Permanently appointed OJT's are not eligible to participate in the bonus scheme.
- (iii) 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.
- (iv) 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

- (v) 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
- (vi) 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)

- (vii) 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).
- (viii) Payment is to be made to the Driver by no later than the 1st of September following the end of each financial year.

(b) Application

- (i) Drivers have the option to take the payment as cash or salary sacrifice the entire incentive payment into Vic Super or STA. Drivers 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.
- (ii) 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.
- (iii) 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.
- (iv) OJTs must perform at least one (1) week of training in the twelve (12) month period to maintain their training accreditation.
- (v) 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.

11.3.22 Training Bond for Locomotive Drivers and Trainees

- (a) This agreement provides for the introduction of a training bond for Trainee Drivers who are engaged after the 1st February 2005.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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
- (g) 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.
- (h) 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.
- (i) 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.
- (j) 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.

- (k) 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.
- (l) 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 Driver will be required to make the full repayment or the balance within thirty (30) days of being advised by Connex Melbourne.

11.3.23 Training Shifts

Training Shifts for drivers are able to be rostered to a Maximum of twelve (12) hours duration can include Travelling Time of up to four (4) hours.

11.3.24 Drivers Annual Leave Roster – Voluntary Deferral

- (a) 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.
- (b) Where it is decided to open this program it will only be applicable to drivers who are rostered for annual leave during a designated period, that period being not less than three (3) months.
- (c) Should it be necessary to extend the leave deferral program for a further period/periods which may not necessarily be adjacent to each other, then it shall be applied the basis that deferral offer is made to a different group of drivers on each occasion.
- (d) A decision to commence or discontinue this program will be at the discretion of Connex Melbourne.

11.3.25 Job Share

- (a) 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.
- (b) This initiative provides an alternative working method for drivers. It is primarily aimed to encourage employee at or near retirement preference to remain employed and preference will be given to employee 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.
- (c) The Program.
 - (i) 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.
 - (ii) Both parties must sign a Job Share Agreement which will be binding and the arrangement will not be reversible.
 - (iii) The division of working time will be agreed between the two participants but will normally be split on a 50/50 basis.
 - (iv) 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.
 - (v) Where the participants are unable to agree on the split and rotation, management will decide the appropriate arrangement, which will be final.
 - (vi) Pay rates and leave entitlements are the same as for full-time drivers but calculated on a pro rata basis.

- (vii) 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.
- (viii) Parties to a Job Share arrangement agree to work a reasonable amount of overtime in accordance with Subclause 11.3.6.1(c) of this Agreement.
- (ix) The distribution of overtime will also be in accordance with the normal equalisation practice.

(d) Conditions

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

12. PRODUCTIVITY INITIATIVES

This Collective Agreement contains a range of productivity initiatives, which have been agreed between the parties and are set out in the following sections:

- The Current Connex Melbourne Collective Agreement 2009-2012 (section 13), or;
- The Additional Productivity Initiatives agreed as part of the Connex Melbourne Collective Agreement 2009-2012 (section 14), or;
- Established Productivity Initiatives agreed in past agreements (section 15).

The objective of the parties in this regard is to identify and implement changes and efficiencies that will provide direct benefits for all stakeholders, including customers, Connex Melbourne and its staff and; the State.

The initiatives contained as part of this agreement reflect the strong commitment of the parties to introduce the necessary change needed to meet the service delivery and quality requirements of our customers in the future.

Productivity initiatives contained in this Agreement are therefore identified in the respective sections under the following sub-sections:

Operations – Initiatives primarily directed to improve operational efficiency or customer service delivery

Systems and Technology – Initiatives primarily directed to improve network effectiveness and the quality and standard of information available to all stakeholders.

Assets and Infrastructure – Initiatives, including rolling stock, new infrastructure developments and projects primarily directed to improving the capability and capacity of the system.

In line with the consultative processes of this Agreement, Connex will establish suitable joint forums to allow for input of staff and unions into the implementation of these productivity initiatives. This will normally involve establishing a User Reference Group (URG). The implementation of many of these initiatives will require specific training of staff and the parties will consult to ensure the development and delivery of the required training is achieved within respective designated timelines.

The implementation of the agreed initiatives contained in this Agreement will not give rise to further claims from staff or unions.

Capability and Capacity of the Metropolitan Rail Network

The parties recognise that the Melbourne metropolitan rail network is experiencing unprecedented patronage growth, which is placing pressure on the capability and capacity of the system and over recent years and has resulted in a general decline in the punctuality, delivery and comfort of services provided to our customers. The parties also recognise that there is an immediate need to identify and implement a range of operational and customer service improvements to alleviate these challenges.

The challenges have also highlighted the need for significant investment to improve the capability and capacity of the system into the future. The forward plan, to address the needs of the rail network was incorporated in the Meeting Our Transport Challenges (MOTC) program introduced in 2006, which has now been replaced with the government's Victorian Transport Plan.

On 12th June 2008 the parties established a Memorandum of Understanding (MOU), which represents agreement between the parties to commence immediately to work together to identify and implement a range of asset and operational systems improvement projects, operational changes and customer service initiatives aimed to achieve the necessary improvements to fleet availability, service delivery and on-time operating performance.

The objective is to achieve and maintain:

- Fleet availability of 94% or greater
- On-time train operating performance of 94% or greater
 - Including 90% during peak service periods
- Delivery of timetabled services of 99.5% or greater

Meeting the current and future capability and capacity needs will also require introduction of new operational systems and technology; introduction of additional rolling stock, both interim and new as well as; greater infrastructure capacity and expansion of the network, including but not limited to South Morang and Sunbury. The parties recognise and accept that there will be an on-going requirement to revise operating patterns and practices to accommodate these changes and will work together cooperatively to review current and future working and rostering arrangements.

Productivity Initiatives outlined in the following sections:

Section 13: Productivity Initiatives as part of this Agreement(page 58)

Section 14: Supplementary Productivity Initiatives(page 65)

Section 15: Established Productivity Initiatives(page 67)

13. PRODUCTIVITY INITIATIVES AS PART OF THIS AGREEMENT

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.

13.1 Operations

13.1.1 Train Fault Management

The parties have committed to implementing and maintaining the Fault Management Protocol (FMP) and train operating improvements referenced by this Agreement and to jointly review performance to ensure that the agreed operational capability and capacity objectives are achieved and maintained.

In the event that during the period of this Agreement the parties identify and implement further FMP improvements that achieve a further net value through improvement in delivery and performance of train services to customers, the parties can discuss further value for employees directly involved in such delivery.

13.1.2 Congestion Management MURL

- (a) Platform dwell has increased at City loop Stations with the corresponding increase in patronage. This has contributed to deterioration in on time performance and limits the capacity to increase loop throughput.
- (b) A trial has been conducted to determine if it is possible to influence customer behaviour (reduction in dwell time) by making specific instructional-based announcements.
- (c) The Victorian Transport Plan has provided for additional staff to be employed to aid in congestion management tasks in the Melbourne Underground Rail Loop (MURL).
- (d) A number of further trials are planned to be undertaken in mid 2009 to determine the best combination of tasks to reduce dwell times.
- (e) These will include dedicated platform announcers and staff located on the platform to expedite passenger loading and unloading, better load balancing, passenger safety management in addition to customer service duties and train control.
- (f) These staff will also provide the first line of response and alert to overly congested platforms. Where an event limits access to platforms or the station, these staff will be the critical in assisting with crowd management and customer communication and will supplement our emergency response procedures at Underground station.
- (g) The parties will work co-operatively together to explore, trial, and ultimately implement, a regime of crowd management techniques to better manage congestion in the MURL targeting a reduction in dwell times.

13.1.3 Shared Facilities

It is the policy of Connex Melbourne that all facilities are able to be shared by employees of the company. However, the actual usage of facilities will be assessed by the parties on a site by site basis in consideration of prevailing operational, safety and security requirements. For the purpose of this policy, facilities shall include but not limited to new or upgraded meal rooms, locker rooms, showers, toilets and car parking compounds for operational staff involved in train service delivery.

13.1.4 Management of Ill Passengers.

During peak hours, trains with ill passengers that are within the Central Business area bounded by (and including) South Yarra, Jolimont, Richmond, and North Melbourne can run direct and express to Flinders Street Station, arrive into a vacant platform where an ambulance or other first aid assistance is readily available. This provision is in line with requirements expressed through the State Government requirement for an "Ill Passenger Protocol". The parties will be involved in the establishment of this protocol, or any future alterations, which must be agreed with the Department of Transport prior to its implementation.

13.1.5 Standby Trains

Signalling of all standby trains are to be dealt with and considered as normal service trains.

13.1.6 Re-marshalling of Trains at Stabling Sidings.

Trains with faults on the leading or trailing motors where practicable may be re-marshalled to become a centre motor at any stabling siding, enter into and remain in revenue service for an extended period.

13.1.7 Newport Maintenance Yard (Train Movements)

With the upgrade to Newport Yard infrastructure, a new operating procedure will be developed to enable greater utilisation and easy movement of trains within the Newport environs. As a result of this work and the implementation of the new procedure, Fleet Controllers will liaise directly with Newport workshop staff to manage train movements/allocations.

13.1.8 Metrol: TC Grade

Metrol: Train Controller grade 2 & 3 to act as Train Controller grade 4.

It is agreed that we may use Train Controller grade 2 & 3 for duties as a Train Controller grade 4 provided accreditation is up to date and that such use is a last resort only, after all other avenues have been exhausted, i.e. Shift offered to a Train Controller grade 4 who is booked off or offered a shift extension. Connex may limit the number of Train Controller grade 2 & 3 it elects to maintain current based on utilisation of this agreement.

13.1.9 Customer Service Officers (Authorised Officers)

- (a) This agreement formalises the introduction of the Task Based Deployment (TBD) trial implemented in February 2008. In formalising this arrangement it is recognised that the monthly joint Task Based Review Processes operating at the time of reaching this agreement will continue which will also include RTBU representation. Multiple Customer Service Officers' (CSO's) will continue to be deployed according to risk in revenue protection and public security tasking, as per the current arrangement.
- (b) Where CSO's are deployed on non-enforcement customer service duties, the established risk assessment procedures, involving the parties, will be utilised to determine the appropriate deployment arrangements.
- (c) It is agreed that, if directed by a supervisor, any CSO employee 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. Employee will be briefed on this process as required.
- (d) Asset Protection Unit (APU). The continuation of the APU, as trialled from 2004, will be formalised by this agreement. As per the current practice, employee may be allocated permanently to/or on rotation to through the APU.
- (e) Community Education Unit (CEU). The CEU was introduced in June 2008. Due to the public speaking/education requirement of this unit employees will be appointed to the Unit based on their respective ability to meet the selection criteria for this role.

13.1.10 Lifts at Stations

The Victorian State Government is in the process of implementing a strategy to allow the Metropolitan Rail Network to be accessible for all customers, including those with specific needs. An integral part of this strategy is the installation of lifts at specific stations on the network over time at both staffed and non-staffed locations.

The parties have commenced a Lift Procedure trial to determine the most appropriate process for the safe and responsive management of lift faults, this process involves direct reporting to Vic Track. It is intended that station Control facilities will continue to be included in this procedure, the outcome of which will be determined in consultation between all stakeholders following the conclusion of the trial.

13.1.11 Service Promotions

- (a) The parties agree that agency staff external to Connex may be utilised on a temporary basis to deliver short term service promotions and initiatives at stations on the network. Reasonable notice is to be provided, subject to the normal consultation processes set out in this Agreement.
- (b) Service promotions may involve a range of methodology, including distribution of promotional information and posters or verbal communications with customers.
- (c) Promotions vary from time to time but will include introduction and on-going support of the new ticketing system (Myki). Where it may be necessary to extend promotions longer than what may be reasonably considered to be short term, then the parties will undertake further consultation to review the specific circumstances.

13.1.12 Holiday Working Time Table (WTT) - Drivers

Previous practice has been that Connex has operated a restricted timetable between the Christmas and early new year period, as a result of increased patronage Connex will now be required to operate the full timetable during this period.

13.1.13 Outstation Annual Leave Relief - Drivers

To improve rostering efficiencies, manpower utilisation and to cater for the future service expansion (South Morang and Sunbury) Connex will commence developing rotations at outstation driver depots with one (1) annual leave relief position per eight (8) positions. This will be developed in blocks of eight and not be pro rata for part thereof.

13.1.14 Part Time Drivers

- (a) To improve rostering efficiencies, manpower utilisation and to cater for the future service expansion (South Morang and Sunbury) the current objective of developing roster / rotations at outstation depots with no part time driver positions is to be discontinued.
- (b) Connex will commence developing rosters / rotations at outstation depots that will include a provision of part time drivers.

13.2 Systems and Technology

13.2.1 Digital CCTV System Rollout

- (a) The Digital CCTV System is progressively being upgraded across the Melbourne Metropolitan train network, which is enabling remote access to vision from cameras.
- (b) Further opportunities exist as this project is delivered to enhance the security and surveillance for rail customers and staff. Throughout the life of this agreement the parties will work together to explore and deliver any future benefits which can be achieved from the rollout.

13.2.2 Safety Information Management System (SIMS)

- (a) SIMS provides Connex with a safety incident recording and reporting functionality, replacing individually-managed incident recording databases with a single integrated system. As such, SIMS is constantly undergoing developmental and functionally specific changes, independent of the actual safety-related data being recorded by it.
- (b) The system provides a single, fully integrated tool for the recording of all information relating to an event (incident, audit, inspection or investigation, including outcomes and safety actions.
- (c) SIMS provides a decentralised incident reporting functionality for functional groups that are responsible for managing operational safety.
- (d) SIMS provides the incident recording tool to allow CML to comply with requirements pertaining to Notifiable Occurrence reporting to PTSV.
- (e) SIMS enables the implementation of the full integration of the safety quality assurance process required to be adopted by CML to meet new safety legislative obligations.
- (f) The parties will work together on the implementation and functionality of the SIMS system to improve the quality of data and information and reporting is accurate, complete and timely and ensure maximum benefits to assist the development and use of the system as a single integrated system across all business units

13.2.3 Train Control Management System (TCMS)

- (a) The Metrol (Metropolitan Control) facilities are the nerve centre of train service delivery in Melbourne; all other key systems feed into Metrol, and all operational decisions are made at Metrol, or are critically dependent on information from Metrol.
- (b) The software and hardware systems within Metrol date from the 1970s and are no longer commercially supported. Due partly to the software capacity limitations, Metrol system remotely controls only 40% of the network, with the outer metropolitan area under the control of local signal boxes with supervisory control by Metrol.
- (c) The Train Control and Monitoring System (TCMS) aims to replace the current Metrol train control systems with modern systems offering upgraded functionality that will enable benefits of improved service delivery to be realised and will ensure the effectiveness of a range of capacity improvement programs to relieve network congestion.
- (d) As part of this project a new operating floor is being established on Level 5, Transport House to house the new facility.
- (e) During the design phase user's involvement will include human machine interface workshops, workstation design and screen layouts, new floor layout and actual system functionality.
- (f) During the implementation phase user involvement will include the testing, endorsement of Operational Evaluation Test plan and Test Report.
- (g) The parties commit to work together on the implementation, training and functionality of the system via a User Reference Group (URG) to ensure this project delivers to the Melbourne train network, the benefits of a modern train control system.
- (h) Users will be required to transition between the new and old system to enable testing and system acceptance. This will include a period up to final acceptance when the existing facility and system is decommissioned.

- (i) 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.

13.2.4 Disaster Recovery Site (DRS)

- (a) As established in the 2006 -2009 Connex Melbourne Union Collective Agreement, the parties agreed to the establishment and ongoing operation (maintain currency, familiarity of the DRS facility, emergency operation and as business needs dictate) of the Metrol DRS. The length of stay at the DRS will be determined by the Manager Service Performance
- (b) As part of the TCMS project, the Disaster Recovery Site will require modification to accommodate the new train control system.
- (c) The parties commit to work together on the implementation of the system and modifications to the facility via a User Reference Group (URG) to ensure this project delivers a TCMS refreshed Disaster Recovery Site.

13.2.5 Performance Reporting System (PRS)

- (a) The Performance Reporting System is scheduled to replace the Train Operational Reporting System (TOPS) and V/Line Performance Report during the life of this agreement. This system will initially require the continued manual entry of data but will ultimately change to automatic data entry.
- (b) The parties will work together on the implementation and functionality of the system via a User Reference Group (URG) to ensure this project delivers the maximum benefits to assist the developed and use of real time train arrival/departure information across the rail network.

13.2.6 Customer Information System (CIS)

The Customer Information System is scheduled to replace the PRIDE central servers during the life of this agreement. It is intended that this system upgrade will replicate the current functionality of PRIDE. Opportunities may exist however, as the system is developed, to increase the functionality by enabling an additional central control functionality of announcements and PRIDE system control. Any proposed future changes to the current functionality of control rooms will be subject to the consultative processes of this Agreement.

The parties will work together on the implementation and functionality of the system via a User Reference Group (URG) to ensure this project delivers the maximum benefits to aid information flow to users of the train network.

13.2.7 Digital Train Radio System (DTRS)

- (a) The Digital Train Radio System is planned to replace the current Urban Train Radio System with a new secure digital radio system designed to provide reliable voice and data communications on a GSM-R technology platform. The DTRS requirements have been developed to ensure that the System supports the timely operation of train services in a safe and secure environment.
- (b) It is intended that this system will completely refresh train radio and data communications across the entire Melbourne Metropolitan train network with opportunities for improvement to onboard communications and in field co-ordination and movement of staff.
- (c) A User Reference Group (URG) will be established to review, develop and endorse designs and documentation related to the functionality, presentation and operation of human machine interfaces, console layout and ergonomics, operational practices, and the transition from the old radio system to DTRS.

- (d) The parties commit to work together on the implementation and functionality of the system via a User Reference Group (URG) to ensure this project delivers to the Melbourne train network, the benefits of a modern digital train radio system.

13.3 Assets and Infrastructure

13.3.1 Infrastructure Projects

A key element in delivering the capacity and capability needs of the network is the investment that has been directed toward new infrastructure projects as part of the Victorian Transport Plan and other programs. The timely delivery of these projects is vital and the parties commit to work cooperatively, without further claims, to ensure that the respective project scopes and timeframes are met and that service delivery is maximised during their implementation. The consultative and introduction to change provisions of this Agreement will be utilised in relation to these programs.

The infrastructure projects include, but are not limited to:

- (a) Grade separation and level crossing projects, including but not limited to, Springvale Road/ Whitehorse Road
- (b) New and upgraded stabling sidings, yards and maintenance and wash facilities on the network, including, but not limited to Westall, Craigieburn and Bayswater
- (c) Rail upgrades/ works and duplication/ triplification works and extensions, including, but not limited to South Morang and Sunbury
- (d) Upgrading and construction of station platforms, including, but not limited to, platforms 15 & 16 at Southern Cross station.
- (e) Station upgrades and construction, including installation of lifts and escalators, DDA works, car parks
- (f) Commercial developments/ road and bridge works interfacing with network operations
- (g) Signalling upgrades and renewals on the network

13.3.2 Newport Operational Procedure

Upgraded infrastructure work has been delivered in the Newport Workshop and yard environs which will enable greater stabling capacity, expedite train movements in and around the yard, and provide for train movements during the hours of darkness. The parties have agreed to implement a Newport Operational Procedure which delivers the maximum operational benefits of these works.

13.3.3 Electric Multiple Unit Braking Standards

- (a) Connex Melbourne Pty Ltd, in conjunction with the Department of Transport and Public Transport Safety Victoria, has established an Electric Multiple Unit braking standard for all vehicles used on the Melbourne metropolitan network. This standard sets out minimum acceptable deceleration, via a brake curve for each vehicle type. These support a procedure to test the braking system for all vehicles used on the Melbourne metropolitan network, post an incident/accident or modification, to determine that a vehicle is braking to that standard and thus its return to operational service.
- (b) The parties have accepted that this braking standard, or any future alterations, must be agreed with the Department of Transport and Public Transport Safety Victoria prior to its implementation.
- (c) The Union's agree that they will abide by the new brake standard and by this process for any future alterations.

13.3.4 Train Fleet – Interim and Existing Rolling Stock

The parties recognise that a vital part of meeting the future capacity and capability needs of the network is the availability and performance of its rolling stock and that the introduction of additional interim and new fleet will be required in the future.

It is imperative that we continue to work together cooperatively to ensure that all interim, new and modified train fleet are fitted, tested, commissioned and operational within the planned time schedules and budget and that service availability is maximized during this process.

While this predominately relates to drivers, all operational staff including applicable rostering staff will be consulted if their work group is impacted by the introduction of interim and new fleet to the metropolitan system.

The parties recognise that funding for these modification programs is limited to \$20 million and have agreed to the following arrangements for the interim new rolling stock (X'trapolis orders) and the existing train fleets. It is acknowledged that there may be some interchange between those modifications identified for the Siemens and Comeng fleets, within the current allocated funding, taking into consideration the relative cost effectiveness. These modifications represent the full and final listing of modifications.

13.3.4.1 X'trapolis Fleet

Connex Melbourne and the RTBU-LD have jointly established a prioritised list and scope statements of modifications for the X'trapolis train fleet. To achieve a consistent fleet fit-out, these modifications will be fitted to all the new and existing X'trapolis fleet.

13.3.4.2 Siemens Fleet

Connex Melbourne and the RTBU-LD have jointly established a prioritised list and scope statements of modifications for the Siemens train fleet. These modifications, will be fitted to the existing Siemens fleet.

13.3.4.3 Comeng Fleet

Connex Melbourne and the RTBU-LD have jointly established a prioritised list and scope statements of modifications for the Comeng train fleet. These modifications are subject to a review of the life span of the current Comeng train fleet.

13.3.4.4 Hitachi Fleet

To supplement and reinforce the availability of the train fleet to meet service delivery requirements, the parties have agreed to extend the operation of the current Hitachi train fleet number in operation up to at least the end of 2013.

The parties have jointly established a list of modifications for the existing Hitachi train fleet for the extension in service post 2010.

14. SUPPLEMENTARY PRODUCTIVITY INITIATIVES

Further wage increases of two percent (2%) in total will be available in relation to successful delivery of the programs identified below, as provided in Subclause 7.1(a) of this Agreement.

Such additional wage increases, subject to successful implementation, will be applicable in conjunction with the last two incremental wage increases on the one percent (1%) in July 2011, and one percent (1%) in January 2012.

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.

14.1 Operations

14.1.1 Capability and Capacity

The achievement of the agreed Capability and Capacity goals set out in this Agreement depends greatly on the establishment of more flexible operating arrangements and appropriate and responsive maintenance practices. While the parties have agreed to implement a range of initiatives to this end it is recognised and accepted that other measures may need to be identified and implemented to maintain the agreed goals during the period of this Agreement.

A range of maintenance programs and improvements have also been developed to support the operational initiatives. These include new stabling roads; new or upgraded maintenance facilities; revised maintenance programs and; increased staffing resources for both planned and re-active maintenance.

14.1.2 Management of Trains with Non-Safety Critical Faults

The parties have agreed to immediately implement a range of improved fault management practices and associated working arrangements. These amended arrangements have been developed in line with the Memorandum of Understanding established between the parties, dated 12th June 2008, which is not attached to this Agreement.

The amended arrangements are primarily focused to improve delivery of services to customers during weekdays and particularly during peak service periods and include:

- Limited extension of operation of trains with non- expired Finish Run faults detected in running or at stabling sidings.
- Limited extension of operation of trains with faults detected on leading or trailing motors that can be re-marshalled to a centre motor
- Arrangements to confirm maintenance attendance

These arrangements are contained in the approved Operational directive Titled Notification of Train Faults, Document No. cml-8.13-TSG 136 dated May 31 2009, not attached to this Agreement. The parties will monitor and review the application of TSG 136 in line with the Capability and Capacity goals.

14.1.3 Serviceability Criteria

To provide better services to our customers and improve train availability and performance during weekday peak periods, the parties have agreed to a number of current Finish Run faults that can continue to operate in service for 1 peak and then be directed to a maintenance road or stabling siding. A number of faults have also been identified that if detected on a leading or trailing motor can be re-marshalled to operate for 1 peak as a centre motor. Similarly, these faults, where detected on a centre motor, may remain in service for 1 peak.

These specific faults are identified as a part of the Fault Serviceability Criteria and are reflected in the Fault Management Protocol system utilised by the operations, maintenance and train control functions (not attached to this agreement). The Serviceability Criteria will be monitored and reviewed by the parties in line with the Capability and Capacity goals.

14.1.4 Customer Services Passenger Management Plans

- (a) The parties agree to participate positively in the establishment and implementation of passenger management plans to effectively achieve:
- Improved passenger flows
 - More effective crowd management
 - Reduced dwell times and on-time departures at stations
 - Effective management of ill passengers
 - Reduced impact of access to services for specific needs customers at station facilities, particularly addressing the issues at key interchange stations.
- (b) Achievement of effective passenger management may include flexible deployment of staff to address changing network and customer requirements.
- (c) Staff will be included in the planning, consultation and training in establishing and implementing these plans

14.1.5 Review of Driver Training Programs

- (a) The parties agree to review the current Driver Training Programs with a view to:
- Achieving best practice in training quality, focusing on safety, human factors management and improved on-job skills
 - Utilising state-of-the-art technology in training delivery to achieve improved training outcomes and the most efficient and cost-effective delivery of training programs
 - Improved continuous training delivery
 - Achieving nationally recognised training standards and competency assessment processes
 - Alignment of training to organisational and operational objectives
- (b) Such review is intended to be undertaken during 2009/2010

14.1.6 Name Tags

- (a) It is intended that station employees in the future, will be supplied with a name tag, with a minimum first name displayed. The name tag must be clearly displayed and visible at all times whilst on duty.
- (b) A three month trial of the wearing of name badges by station employees has been agreed by the parties to commence as soon as possible after the 1st July 2009 to specified areas.
- (c) Pending a successful outcome to this trial, all parties will commit to a systematic roll out of name badges to all station employees across the Metropolitan network.

15. ESTABLISHED PRODUCTIVITY INITIATIVES

The following productivity initiatives have been previously agreed and form part of this Agreement. Where the initiatives have not already been implemented then the normal consultative processes will apply.

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.

15.1 Operations

15.1.1 New Safeworking Rules

- (a) 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.
- (b) Once established through that process, it is agreed to implement the changes required by the Connex rule book, including any necessary training.
- (c) The employees covered by this Agreement agree there will be no further claims in relation to this matter.

15.1.2 Operating Performance Improvement Initiative

- (a) Employees and the union 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.
- (b) Central to this initiative is the active encouragement of the unions and participation of all employee in ensuring On Time Performance and implementation of this agreement.
- (c) Employees agree to undertake all training provided by the company designed to give full effect to these initiatives.
- (d) These actions will be supplemented from time to time, so that continuous performance improvement is maintained into the future.

15.1.2.1 Recording of time

- (a) Employees 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.
- (b) To aid in accurate measurement all measurement point timekeeping may 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.

15.1.2.2 Passengers with Specific Needs

- (a) If not handled effectively, the facilitation of travel and boarding of some Passengers with Specific Needs (PSN) can lead to significant train delays.
- (b) The parties to this agreement are committed to the improvement of PSN travel and On Time Performance through the following actions:
- (c) All employees will provide assistance or direction, as appropriate to Passengers with Specific Needs. An example is ensuring that wheel chair customers 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. The success of this service to our PSN customers depends on cooperation between station and driving staff, and it remains the primary responsibility of the Train Driver to provide ramp access and assistance for wheelchair customers boarding trains. To facilitate train service delivery and platform safety during Special Events, Service Disruptions, Occupations etc, Customer Service staff should be vigilant and offer assistance to passengers with specific needs. Supervisors may allocate dedicated staff for areas where multiple wheel chair movements are known
- (d) Employees will solicit from the PSN, where such special need may include a difficulty in communication, the destination station, which will be recorded and passed on to the driver or, where not practicable, provided to the PSN for passing to the driver.
- (e) Employees at departing stations will, by direct station to station communication, contact the intended destination station to advise arrival details of the PSN.
- (f) Employees at the receiving station will, unless actively engaged in immediate priority duties, provide assistance to the driver of the train if requested, to enable timely disembarkation of the PSN in a safe manner and in conformance with scheduled departure times.
- (g) Where revenue protection activities occur concurrent with barrier employee allocation and at the direction of a supervisor such barrier employee 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 employee function.
- (h) All employee 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.
- (i) 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.

15.1.3 Assisting On Time Performance

- (a) All employee 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
- (b) 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;
 - Supervision and management of platforms to facilitate train boarding and the control of platform congestion and maintenance of safe service standards.
 - Methods for making announcements at Host Stations will be explored and where required, implemented.

15.1.4 Station Hosts

- (a) A Station Host role includes, in addition to meeting and greeting of passengers, the provision of platform announcements (PA) including the display of posters and other written passenger information, the provision of passenger information, the inspection and reporting of station standards. Where required the facilitation of platform management to assist safe and on time loading and unloading, including but not restricted to the facilitation of special needs customers.
- (b) If directed by a supervisor, any Station Host employee 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. Employee will be briefed on this process as required.
- (c) 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 of a maximum of one week period or may be required to travel on a train requiring an employee presence to enable the train to remain in service.

15.1.5 Cleaning of Carriages

- (a) It is agreed that all employee 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.
- (b) Treatment may include application of a provided Vomit Absorption Kit and or isolation of the carriage including, where necessary, the employee travelling in the isolated carriage.
- (c) Employee 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.
- (d) Appropriately qualified (first aid) employee 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.

15.1.6 Rail Safety Workers Category 2 and 3 - Medical Examinations

Employee 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.

15.1.7 Signallers to Clean Own Signal Box

- (a) Prior to the completion of their normal shift the employee on duty will ensure the Signal Box and facilities (toilets, sinks, benches etc) are swept and cleaned and dusted and rubbish bins emptied.
- (b) At least once a week or as required the floor is to be cleaned as required according to appropriate procedures. 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.

15.1.8 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 in a safe manner.

15.1.9 Operating Efficiencies (Drivers)

15.1.9.1 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.

15.1.9.2 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.

15.1.9.3 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.

15.1.9.4 Flinders Street Decentralisation

- (a) 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 review and adjust the rostering code in agreement to develop and establish suitable rosters and working arrangements consistent with this operating methodology.
- (b) For a number of reasons this has not yet occurred however, in order to facilitate the agreed capacity and capability goals the parties will conclude this review over the life of this Agreement.

15.1.9.5 New Year's Eve Services

- (a) Employee rosters/rotation may be adjusted to enable employee to be rostered on to cater for the required New Year's Eve services each year, 31 December and 1 January.
- (b) Roster rotations for New Year's Eve Services will be notified to employees by 31 October each year.
- (c) Any subsequent adjustment due to changed service requirements will be notified as soon as available.
- (d) Employee rostered on New Year's Eve services will be paid according the provisions of this Agreement.

15.1.10 Train Service Officers, Principal Drivers and Instructors Driving

- (a)** 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.
- (b)** Principal Drivers/ Instructors will not be rostered to perform part shift appointed duties and part shift driving duties.
- (c)** 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.

15.1.11 Trains Left Unattended on Platforms and in Sidings (Limited Stabling)

- (a)** 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).
- (b)** After sixty (60) minutes, the train will require a 'Re-entry Preparation' to be conducted.
- (c)** Driver will be allowed three (3) minutes to secure the train.
- (d)** 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).
- (e)** The 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.
- (f)** The 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.
- (g)** 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.

15.1.12 Concorde Implementation – Comeng Train Fleet

- (a) The Concorde project is being introduced to facilitate the integration of the Comeng fleet and services throughout the metropolitan rail network.
- (b) The parties agree to work co-operatively and introduce the required fleet modifications necessary to achieve the required standardisation, without disruption to train services.

15.2 Systems and Technology

15.2.1 Rail Operations Management System (ROMS)

- (a) The planning and operations management of the metropolitan rail network are; currently performed using a combination of bespoke systems and paper-based manual processes.
- (b) A strategy has been developed to replace certain manual paper-based planning and operations management systems. This strategy is being realised under the Rail Operations Management System (ROMS).
- (c) Objectives in undertaking this project are to
 - (i) support long-term planning, short-term planning, platform allocation and day-of operation
 - (ii) management and post-service transactions (e.g. payroll, rolling stock
 - (iii) maintenance plan updates, etc) and management reporting for Train Services
 - (iv) (Timetable), fleet delivery and staff.
- (d) The parties commit to work together on the design and implementation of these systems via User Reference Groups (URG's) to ensure this project realises the full benefits of an integrated system of automated rostering, timetabling, fleet allocation, payroll inputting and award interpretation.

The **ROMS** project will be deployed by three software packages as described below;

1. Staff Management System (SMS)

Produce optimal staff rosters that take into account passenger service requirements, business rules and rostering agreements.

This will include a system that generates master rosters and also has a day of operation tool for the day-to-day, minute-to-minute rostering of all operating grades, which will interface with the payroll system.

2. Fleet Management System (FMS)

Produce fleet allocation and stabling plans that take into account fleet restrictions, business rules and agreements. It will also replicate the current system used for the management of train faults (currently known as FMP) onto a new hardware and software platform.

3. Timetable Management System (TMS)

Enables the faster production of efficient, robust, resilient, conflict-free timetables that take into account infrastructure restrictions, business rules and agreements.

15.2.2 New Ticketing Solution – Operational Stage

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

- (a) 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 employeeing.
- (b) Implementation of the New Ticketing System (NTS) in Connex Melbourne will not result in redundancy of any employee.
- (c) Employee and the RTBU Operations and Salaried and Administration Divisions also agree to establishment, in conjunction with Connex and the Transport Ticketing Authority (TTA), of an agreed Protocol to ensure smooth transition to the New Ticketing System for both customers and employee.
- (d) 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.
- (e) The New Ticketing System for public transport in Victoria will be based on stored value or pass, touch on/touch off technology, commonly referred to as Smartcard technology.
- (f) For regular customers, a long-life Smartcard is loaded with cash value; the Smartcard is then touch on and touch 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. Alternatively for non-regular customers, disposable Smartcards (such as myki pass) will be available..
- (g) NTS will provide new equipment on all modes of public transport, with touch screen interface for customers and employee. The new equipment includes:
 - (i) Ticket office terminals;
 - (ii) Card vending and add value machines;
 - (iii) Touch on and touch off readers;
 - (iv) Electronic gates (barriers), including the provision of a Gate Attendant Controller (GAC);
 - (v) Hand-held devices for revenue collection and enforcement, and at (i) nominated stations where the Hand Held Device will be used to assist customers to tag on to allow them easy access through the paid area and (ii) where business needs require the Hand Held Device be used by station employee to perform a business needs function.;
 - (vi) Stand-alone card enquiry machines;
 - (vii) Digital cameras.

- (h) 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 employee will be given to undertaking the following activities:
- (i) Sale of disposable and long-life Smartcards from ticket offices;
 - (ii) Adding value and re-loading ticket products for customers;
 - (iii) Registration of long-life Smartcards and replacement of lost/stolen Smartcards including handling of forms and associated duties in connection with the registration and replacement of myki cards;
 - (iv) Operation of the V/Line reservation system as part of NTS;
 - (v) Ongoing customer education and assistance in NTS;
 - (vi) Management of the operation of electronic gates via the Gate Attendant Controller (GAC) device;
 - (vii) Use of digital cameras to personalise Smartcards, including concession cardholders;
 - (viii) Monitoring of real time alarms and alerts, and taking appropriate action in accordance with relevant company procedures;
 - (ix) Utilising NTS operating data and information to achieve business objectives (revenue growth, minimisation of fare evasion, etc.);
 - (x) Adopting the use of the hand-held devices in implementing the company's revenue strategies undertaking all required training.
 - (xi) Provide appropriate action when dealing with myki refunds
 - (xii) Provide appropriate action when dealing with myki application forms.
- (i) TTA to engage external employee ("myki mates") to assist with the myki transition stage. The "myki mates" will be deployed at Card Vending Machines and Fare Payment Devices on stations, providing customer assistance. These "myki mates" will be utilised to deliver short term initiatives and service promotions at stations, where reasonable notice is provided, subject to the agreed consultation process.

15.2.3 New Ticketing Solution – Implementation Stage

- (a) 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 employee and customers.
- (b) 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.
- (c) 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.

- (d) This stage, which will involve Connex Melbourne employee input, is expected to comprise the following:
 - (i) System design activities drawing on employee knowledge of the existing system;
 - (ii) Location of equipment and station and office layouts;
 - (iii) Specification of nts equipment operating requirements;
 - (iv) Provide supervisory assistance during access stage at stations and AO depots (Connex to clarify the intent of this line;
 - (v) Development of business rules, procedures and reporting requirements;
 - (vi) Development of transition plans;
 - (vii) Identification of training needs;
 - (viii) Undertaking employee training necessary for successful operation of the new system;
- (e) Connex and the TTA will involve and consult with employee and unions on all such activities.
- (f) 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.
- (g) 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 employee.
- (h) It is agreed that a Connex / Employee representative working party will be established to oversee the progress of input of Connex employee and union members into the Implementation stage of the New Ticketing System project.

15.2.4 Vigilance Control and Event Recording System (VICERS)

- (a) A number of rail accidents in Victoria and elsewhere have highlighted safety issues with current train protection systems. The Department of Transport (DOT), following recommendations from the Deadman and Vigilance Operating System (DaVOS) Rail Safety Sub-Group, proposed to install a Vigilance Control System as an additional layer of safety.
- (b) The VICERS project has been established to implement a combined driver vigilance safety management system and a train event recording system into the Connex fleet of trains.
- (c) The Vigilance System is a task linked system. The task linked controls include the Master, Brake and Horn controls. Normal operation of these three controls will reset the Vigilance timing cycle and prevent the Vigilance from advancing the warning stage.
- (d) The event recorder is a data recorder which interfaces with other in-train systems and records activation of specified controls including the Vigilance System, brake and power controls and other major train sub-systems.
- (e) A decision has been made by DOT to incorporate these two sub-systems into one system herein referred to as VICERS.

- (f) A fleet wide rollout VICERS (excluding Hitachi trains) is underway with the Comeng fleet fitted but the VICERS equipment is inactivated. Activation and training is planned to commence in mid 2009. Once the Comeng rollout is complete, work will commence on the X'trapolis and Siemens fleets.
- (g) The parties will work together on activation and training of the VICERS system to ensure this project delivers the maximum safety benefits to users of the train network.
- (h) Following satisfactory completion of this process, it is agreed to introduce and operate the VICERS equipment in line with the implementation program and that the employee or their representative unions will make no further claims for any reason in relation to this program.

SCHEDULE A
CONNEX MELBOURNE
CA 2009-2012 PAY RATE INCREASES

							#	#
Pay	Pay Code	Current	Jul-09	Jan-10	Jul-10	Jan-11	Jul-11	Jan-12
Code	Description	Rate	2%	2%	2%	3%	2%	2%
Authorised Officer								
FAD	C.S.E LVL.1 DIV.1 (RO)	\$20.7064	\$21.1205	\$21.5429	\$21.9738	\$22.6330	\$23.0857	\$23.5474
FAF	C.S.E LVL.1 DIV.2 (RO)	\$21.8628	\$22.3001	\$22.7461	\$23.2010	\$23.8970	\$24.3749	\$24.8624
FAH	C.S.E LVL.1 DIV.3 (RO)	\$23.0152	\$23.4755	\$23.9450	\$24.4239	\$25.1566	\$25.6598	\$26.1730
FAB	C.S.E LEVEL 2 (RO)	\$25.3152	\$25.8215	\$26.3379	\$26.8647	\$27.6706	\$28.2240	\$28.7885
SGO	AUTH OFFICER 3	\$27.3513	\$27.8983	\$28.4563	\$29.0254	\$29.8962	\$30.4941	\$31.1040
SGN	CREW LEADER	\$28.5189	\$29.0893	\$29.6711	\$30.2645	\$31.1724	\$31.7959	\$32.4318
SGP	TEAM LEADER	\$33.8285	\$34.5051	\$35.1952	\$35.8991	\$36.9760	\$37.7156	\$38.4699
Train Driver								
BHJ	PRINCIPAL DRIVER METRO.(REF RATE)	\$42.2829	\$43.1286	\$43.9911	\$44.8710	\$46.2171	\$47.1414	\$48.0843
FCB	LOCO DVR ONLY L5 VLINE	\$31.9811	\$32.6207	\$33.2731	\$33.9386	\$34.9568	\$35.6559	\$36.3690
FCC	LOCO DVR SPO (METRO)	\$34.2730	\$34.9585	\$35.6576	\$36.3708	\$37.4619	\$38.2111	\$38.9754
FCF	LOCO.T'NEE N/START (L1)	\$17.8158	\$18.1721	\$18.5356	\$18.9063	\$19.4735	\$19.8629	\$20.2602
FCG	LOCO.T'NEE QUAL.ST2(L2)	\$19.9287	\$20.3273	\$20.7338	\$21.1485	\$21.7830	\$22.2186	\$22.6630
FCD	LOCO.T'NEE 12MTHS (L3)	\$23.2628	\$23.7281	\$24.2026	\$24.6867	\$25.4273	\$25.9358	\$26.4545
Metrol								
FGH	TRAIN CONTROLLER 1	\$38.5373	\$39.3080	\$40.0942	\$40.8961	\$42.1230	\$42.9654	\$43.8247
FGI	TRAIN CONTROLLER 2	\$37.4825	\$38.2322	\$38.9968	\$39.7767	\$40.9700	\$41.7894	\$42.6252
FGJ	TRAIN CONTROLLER 3	\$36.4255	\$37.1540	\$37.8971	\$38.6550	\$39.8147	\$40.6110	\$41.4232
FGK	TRAIN CONTROLLER 4 CRTL	\$35.3656	\$36.0729	\$36.7944	\$37.5303	\$38.6562	\$39.4293	\$40.2179
FGL	TRAIN CONTROLLER 4 MTRL	\$35.3862	\$36.0939	\$36.8158	\$37.5521	\$38.6787	\$39.4523	\$40.2413
SAS	METROL PIDS OPERATOR DIV1	\$27.7703	\$28.3257	\$28.8922	\$29.4701	\$30.3542	\$30.9612	\$31.5805
SAT	METROL PIDS OPERATOR DIV2	\$28.4462	\$29.0151	\$29.5954	\$30.1873	\$31.0930	\$31.7148	\$32.3491
Professional Engineer								
PMD	PROF.ENG.NON-GRAD.C1.Y1	\$24.9982	\$25.4982	\$26.0081	\$26.5283	\$27.3241	\$27.8706	\$28.4280
PLM	PROF.ENG.NON-GRAD.C1.A1	\$26.0057	\$26.5258	\$27.0563	\$27.5975	\$28.4254	\$28.9939	\$29.5738
PMA	PROF.ENG.NON-GRAD.C1.A2	\$27.5399	\$28.0907	\$28.6525	\$29.2256	\$30.1023	\$30.7044	\$31.3185
PMB	PROF.ENG.NON-GRAD.C1.A3	\$29.3425	\$29.9294	\$30.5279	\$31.1385	\$32.0727	\$32.7141	\$33.3684
PMC	PROF.ENG.NON-GRAD.C1.A4	\$31.4126	\$32.0409	\$32.6817	\$33.3353	\$34.3354	\$35.0221	\$35.7225
PLL	PROF.ENG.GRADUATE.C1.Y1	\$26.0057	\$26.5258	\$27.0563	\$27.5975	\$28.4254	\$28.9939	\$29.5738
PLI	PROF.ENG.GRADUATE.C1.A1	\$27.5399	\$28.0907	\$28.6525	\$29.2256	\$30.1023	\$30.7044	\$31.3185
PLJ	PROF.ENG.GRADUATE.C1.A2	\$29.3425	\$29.9294	\$30.5279	\$31.1385	\$32.0727	\$32.7141	\$33.3684
PLK	PROF.ENG.GRADUATE.C1.A3	\$31.4126	\$32.0409	\$32.6817	\$33.3353	\$34.3354	\$35.0221	\$35.7225
PLH	PROF.ENG.EXPERIENCED.C1	\$33.4886	\$34.1584	\$34.8415	\$35.5384	\$36.6045	\$37.3366	\$38.0833
PME	PROF.ENGINEER C2.YR 1	\$35.4260	\$36.1345	\$36.8572	\$37.5944	\$38.7222	\$39.4966	\$40.2866
PMF	PROF.ENGINEER C2.YR 2	\$36.6152	\$37.3475	\$38.0945	\$38.8563	\$40.0220	\$40.8225	\$41.6389
PMG	PROF.ENGINEER C2.YR 3	\$37.8060	\$38.5621	\$39.3334	\$40.1200	\$41.3236	\$42.1501	\$42.9931
PMH	PROF.ENGINEER C2.YR 4	\$38.9983	\$39.7783	\$40.5738	\$41.3853	\$42.6269	\$43.4794	\$44.3490
PMI	PROF.ENGINEER C3.YR 1	\$41.0097	\$41.8299	\$42.6665	\$43.5198	\$44.8254	\$45.7219	\$46.6364
PMJ	PROF.ENGINEER C3.YR 2	\$42.4121	\$43.2603	\$44.1255	\$45.0081	\$46.3583	\$47.2855	\$48.2312
PMK	PROF.ENGINEER C3.YR 3	\$43.8160	\$44.6923	\$45.5862	\$46.4979	\$47.8928	\$48.8507	\$49.8277
PMM	PROF.ENGINEER C3.YR 4	\$45.2196	\$46.1240	\$47.0465	\$47.9874	\$49.4270	\$50.4156	\$51.4239
PNC	PROF.ENGINEER C4.YR 1	\$47.2622	\$48.2074	\$49.1716	\$50.1550	\$51.6597	\$52.6929	\$53.7467
PND	PROF.ENGINEER C4.YR 2	\$48.7168	\$49.6911	\$50.6850	\$51.6987	\$53.2496	\$54.3146	\$55.4009
PNF	PROF.ENGINEER C4.YR 3	\$50.1637	\$51.1670	\$52.1903	\$53.2341	\$54.8311	\$55.9278	\$57.0463
PNJ	PROF.ENGINEER C5.YR 1	\$52.2957	\$53.3416	\$54.4084	\$55.4966	\$57.1615	\$58.3047	\$59.4708
PNM	PROF.ENGINEER C5.YR 2	\$53.8226	\$54.8991	\$55.9970	\$57.1170	\$58.8305	\$60.0071	\$61.2072
POB	PROF.ENGINEER C5.YR 3	\$55.3497	\$56.4567	\$57.5858	\$58.7375	\$60.4997	\$61.7097	\$62.9439
Administration								
SAF	CLERKCLASS 1 DIV.1.	\$21.8495	\$22.2865	\$22.7322	\$23.1869	\$23.8825	\$24.3601	\$24.8473
SAG	CLERKCLASS 1 DIV.2.	\$22.7222	\$23.1766	\$23.6402	\$24.1130	\$24.8364	\$25.3331	\$25.8398
SAH	CLERKCLASS 1 DIV.3.	\$23.5979	\$24.0699	\$24.5513	\$25.0423	\$25.7935	\$26.3094	\$26.8356

Pay Code	Pay Code Description	Current Rate							#	#
			Jul-09 2%	Jan-10 2%	Jul-10 2%	Jan-11 3%	Jul-11 2%	Jan-12 2%		
SAI	CLERKCLASS 1 DIV.4.	\$24.4686	\$24.9580	\$25.4571	\$25.9663	\$26.7453	\$27.2802	\$27.8258		
SAJ	CLERKCLASS 1 DIV.5.	\$25.0714	\$25.5728	\$26.0843	\$26.6060	\$27.4041	\$27.9522	\$28.5113		
SAL	CLERKCLASS 2 DIV.1.	\$25.7544	\$26.2695	\$26.7949	\$27.3308	\$28.1507	\$28.7137	\$29.2880		
SAM	CLERKCLASS 2 DIV.2.	\$26.3987	\$26.9267	\$27.4652	\$28.0145	\$28.8549	\$29.4320	\$30.0207		
SBA	CLERKCLASS 3 DIV.1.	\$27.2260	\$27.7705	\$28.3259	\$28.8924	\$29.7592	\$30.3544	\$30.9615		
SBC	CLERKCLASS 3 DIV.2	\$27.8885	\$28.4463	\$29.0152	\$29.5955	\$30.4834	\$31.0930	\$31.7149		
SBD	CLERKCLASS 4 DIV.1	\$28.7613	\$29.3365	\$29.9233	\$30.5217	\$31.4374	\$32.0661	\$32.7074		
SBE	CLERKCLASS 4 DIV.2.	\$29.4410	\$30.0298	\$30.6304	\$31.2430	\$32.1803	\$32.8239	\$33.4804		
SBG	CLERKCLASS 5 DIV.1	\$30.4165	\$31.0248	\$31.6453	\$32.2782	\$33.2466	\$33.9115	\$34.5897		
SBH	CLERKCLASS 5 DIV.2.	\$31.0964	\$31.7183	\$32.3527	\$32.9997	\$33.9897	\$34.6695	\$35.3629		
SBK	CLERKCLASS 6 DIV.1.	\$32.0735	\$32.7150	\$33.3693	\$34.0367	\$35.0578	\$35.7589	\$36.4741		
SCA	CLERKCLASS 6 DIV.2.	\$32.7526	\$33.4077	\$34.0758	\$34.7573	\$35.8000	\$36.5160	\$37.2464		
Miscellaneous/Supervision										
SEC	FOREMAN SUPV. C1.D1	\$23.5521	\$24.0231	\$24.5036	\$24.9937	\$25.7435	\$26.2584	\$26.7835		
SED	FOREMAN SUPV. C1.D2	\$24.0989	\$24.5809	\$25.0725	\$25.5739	\$26.3412	\$26.8680	\$27.4053		
SEE	FOREMAN SUPV. C2.D1	\$24.7443	\$25.2392	\$25.7440	\$26.2588	\$27.0466	\$27.5875	\$28.1393		
SEF	FOREMAN SUPV. C2.D2	\$25.2949	\$25.8008	\$26.3168	\$26.8432	\$27.6484	\$28.2014	\$28.7654		
SEH	FOREMAN SUPV. C3.D1	\$25.9398	\$26.4586	\$26.9878	\$27.5275	\$28.3533	\$28.9204	\$29.4988		
SEI	FOREMAN SUPV. C3.D2	\$26.4928	\$27.0227	\$27.5631	\$28.1144	\$28.9578	\$29.5370	\$30.1277		
SEJ	FOREMAN SUPV. C4.D1	\$27.1341	\$27.6768	\$28.2303	\$28.7949	\$29.6588	\$30.2519	\$30.8570		
SEK	FOREMAN SUPV. C4.D2	\$27.6979	\$28.2519	\$28.8169	\$29.3932	\$30.2750	\$30.8805	\$31.4981		
SEL	FOREMAN SUPV. C5.D1	\$28.3739	\$28.9414	\$29.5202	\$30.1106	\$31.0139	\$31.6342	\$32.2669		
SEM	FOREMAN SUPV. C5.D2	\$28.9577	\$29.5369	\$30.1276	\$30.7301	\$31.6520	\$32.2851	\$32.9308		
SFA	FOREMAN SUPV. C6.D1	\$29.6359	\$30.2286	\$30.8332	\$31.4499	\$32.3933	\$33.0412	\$33.7020		
SFC	FOREMAN SUPV. C6.D2	\$30.2263	\$30.8308	\$31.4474	\$32.0764	\$33.0387	\$33.6995	\$34.3734		
SFD	FOREMAN SUPV. C6.D2	\$30.2263	\$30.8308	\$31.4474	\$32.0764	\$33.0387	\$33.6995	\$34.3734		
SFE	FOREMAN SUPV. C7.D1	\$30.9046	\$31.5227	\$32.1531	\$32.7962	\$33.7801	\$34.4557	\$35.1448		
SFF	FOREMAN SUPV. C7.D2	\$31.4910	\$32.1208	\$32.7632	\$33.4185	\$34.4211	\$35.1095	\$35.8117		
SFH	FOREMAN SUPV. C8.D1	\$32.1725	\$32.8160	\$33.4723	\$34.1417	\$35.1660	\$35.8693	\$36.5867		
SFI	FOREMAN SUPV. C8.D2	\$32.7526	\$33.4077	\$34.0758	\$34.7573	\$35.8000	\$36.5160	\$37.2464		
SFK	MISCELLANEOUS C1.D1	\$21.7117	\$22.1459	\$22.5889	\$23.0406	\$23.7318	\$24.2065	\$24.6906		
SFL	MISCELLANEOUS C1.D2	\$22.2699	\$22.7153	\$23.1696	\$23.6330	\$24.3420	\$24.8288	\$25.3254		
SGA	MISCELLANEOUS C2.D1	\$22.9081	\$23.3663	\$23.8336	\$24.3103	\$25.0396	\$25.5404	\$26.0512		
SGB	MISCELLANEOUS C2.D2	\$23.4608	\$23.9300	\$24.4086	\$24.8968	\$25.6437	\$26.1566	\$26.6797		
SGC	MISCELLANEOUS C3.D1	\$24.0981	\$24.5801	\$25.0717	\$25.5731	\$26.3403	\$26.8671	\$27.4044		
SGD	MISCELLANEOUS C3.D2	\$24.6542	\$25.1473	\$25.6502	\$26.1632	\$26.9481	\$27.4871	\$28.0368		
SGE	MISCELLANEOUS C4.D1	\$25.2949	\$25.8008	\$26.3168	\$26.8432	\$27.6484	\$28.2014	\$28.7654		
SGG	MISCELLANEOUS C4.D2	\$25.8445	\$26.3614	\$26.8886	\$27.4264	\$28.2492	\$28.8142	\$29.3904		
SGJ	MISCELLANEOUS C5.D1	\$26.4928	\$27.0227	\$27.5631	\$28.1144	\$28.9578	\$29.5370	\$30.1277		
SGK	MISCELLANEOUS C5.D2	\$27.0394	\$27.5802	\$28.1318	\$28.6944	\$29.5553	\$30.1464	\$30.7493		
SGL	MISCELLANEOUS C6.D1	\$27.6973	\$28.2512	\$28.8163	\$29.3926	\$30.2744	\$30.8799	\$31.4975		
SGM	MISCELLANEOUS C6.D2	\$28.2757	\$28.8412	\$29.4180	\$30.0064	\$30.9066	\$31.5247	\$32.1552		
SHA	MISCELLANEOUS C7.D1	\$28.9577	\$29.5369	\$30.1276	\$30.7301	\$31.6520	\$32.2851	\$32.9308		
SHB	MISCELLANEOUS C7.D2	\$29.6359	\$30.2286	\$30.8332	\$31.4499	\$32.3933	\$33.0412	\$33.7020		
SHC	MISCELLANEOUS C8.D1	\$30.3201	\$30.9265	\$31.5450	\$32.1759	\$33.1412	\$33.8040	\$34.4801		
SHD	MISCELLANEOUS C8.D2	\$31.0024	\$31.6224	\$32.2549	\$32.9000	\$33.8870	\$34.5647	\$35.2560		
Senior Officer										
SHJ	SENIOR OFFICERDIV.01	\$33.8285	\$34.5051	\$35.1952	\$35.8991	\$36.9760	\$37.7156	\$38.4699		
SHL	SENIOR OFFICERDIV.02	\$34.9020	\$35.6000	\$36.3120	\$37.0383	\$38.1494	\$38.9124	\$39.6907		
SIA	SENIOR OFFICERDIV.03	\$35.9742	\$36.6937	\$37.4276	\$38.1761	\$39.3214	\$40.1078	\$40.9100		
SID	SENIOR OFFICERDIV.04	\$37.0428	\$37.7837	\$38.5393	\$39.3101	\$40.4894	\$41.2992	\$42.1252		
SIF	SENIOR OFFICERDIV.05	\$38.1124	\$38.8746	\$39.6521	\$40.4452	\$41.6585	\$42.4917	\$43.3415		
SIH	SENIOR OFFICERDIV.06	\$39.1838	\$39.9675	\$40.7668	\$41.5822	\$42.8296	\$43.6862	\$44.5599		
SII	SENIOR OFFICERDIV.07	\$40.2603	\$41.0655	\$41.8868	\$42.7246	\$44.0063	\$44.8864	\$45.7841		
SIK	SENIOR OFFICERDIV.08	\$41.3294	\$42.1560	\$42.9991	\$43.8591	\$45.1749	\$46.0784	\$46.9999		
SIM	SENIOR OFFICERDIV.09	\$42.4004	\$43.2484	\$44.1134	\$44.9956	\$46.3455	\$47.2724	\$48.2179		
SJC	SENIOR OFFICERDIV.10	\$43.4738	\$44.3433	\$45.2301	\$46.1347	\$47.5188	\$48.4692	\$49.4385		

								#	#
Pay Code	Pay Code Description	Current Rate	Jul-09 2%	Jan-10 2%	Jul-10 2%	Jan-11 3%	Jul-11 2%	Jan-12 2%	
SJF	SENIOR OFFICER DIV.11	\$44.5437	\$45.4346	\$46.3433	\$47.2701	\$48.6882	\$49.6620	\$50.6552	
SJH	SENIOR OFFICER DIV.12	\$45.6127	\$46.5250	\$47.4555	\$48.4046	\$49.8567	\$50.8538	\$51.8709	
SJK	SENIOR OFFICER DIV.13	\$46.6907	\$47.6245	\$48.5770	\$49.5485	\$51.0350	\$52.0557	\$53.0968	
SJM	SENIOR OFFICER DIV.14	\$47.7630	\$48.7183	\$49.6926	\$50.6865	\$52.2071	\$53.2512	\$54.3162	
SKB	SENIOR OFFICER DIV.15	\$48.8309	\$49.8075	\$50.8037	\$51.8197	\$53.3743	\$54.4418	\$55.5307	
SKD	SENIOR OFFICER DIV.16	\$49.9013	\$50.8993	\$51.9173	\$52.9557	\$54.5443	\$55.6352	\$56.7479	
SKF	SENIOR OFFICER DIV.17	\$50.9723	\$51.9917	\$53.0316	\$54.0922	\$55.7150	\$56.8293	\$57.9659	
SKI	SENIOR OFFICER DIV.18	\$52.0457	\$53.0866	\$54.1483	\$55.2313	\$56.8883	\$58.0260	\$59.1865	
SKL	SENIOR OFFICER DIV.19	\$53.1197	\$54.1821	\$55.2657	\$56.3711	\$58.0622	\$59.2234	\$60.4079	
SLA	SENIOR OFFICER DIV.20	\$54.1981	\$55.2821	\$56.3877	\$57.5155	\$59.2409	\$60.4257	\$61.6343	
Station Officer									
SLE	STATION OFFICER C1.D1	\$22.8178	\$23.2742	\$23.7396	\$24.2144	\$24.9409	\$25.4397	\$25.9485	
SLF	STATION OFFICER C1.D2	\$23.2690	\$23.7344	\$24.2091	\$24.6932	\$25.4340	\$25.9427	\$26.4616	
SLG	STATION OFFICER C2.D1	\$23.7178	\$24.1922	\$24.6760	\$25.1695	\$25.9246	\$26.4431	\$26.9720	
SLH	STATION OFFICER C2.D2	\$24.1627	\$24.6460	\$25.1389	\$25.6417	\$26.4109	\$26.9391	\$27.4779	
SLI	STATION OFFICER C3.D1	\$24.8687	\$25.3661	\$25.8734	\$26.3909	\$27.1826	\$27.7262	\$28.2808	
SLJ	STATION OFFICER C3.D2	\$25.4178	\$25.9262	\$26.4447	\$26.9736	\$27.7828	\$28.3384	\$28.9052	
Station Master									
SLK	STATIONMASTER C4.D1	\$26.3652	\$26.8925	\$27.4304	\$27.9790	\$28.8183	\$29.3947	\$29.9826	
SLL	STATIONMASTER C4.D2	\$27.0794	\$27.6210	\$28.1734	\$28.7369	\$29.5990	\$30.1910	\$30.7948	
SLM	STATIONMASTER C5.D1	\$27.5979	\$28.1499	\$28.7129	\$29.2871	\$30.1657	\$30.7690	\$31.3844	
SMA	STATIONMASTER C5.D2	\$28.0167	\$28.5770	\$29.1486	\$29.7315	\$30.6235	\$31.2360	\$31.8607	
SMB	STATIONMASTER C6.D1	\$28.7064	\$29.2805	\$29.8661	\$30.4635	\$31.3774	\$32.0049	\$32.6450	
SMC	STATIONMASTER C6.D2	\$29.2274	\$29.8119	\$30.4082	\$31.0164	\$31.9468	\$32.5858	\$33.2375	
SMD	STATIONMASTER C7.D1	\$30.0063	\$30.6064	\$31.2186	\$31.8429	\$32.7982	\$33.4542	\$34.1233	
SME	STATIONMASTER C7.D2	\$30.8638	\$31.4811	\$32.1107	\$32.7529	\$33.7355	\$34.4102	\$35.0984	
SMF	STATIONMASTER C8.D1	\$31.8149	\$32.4512	\$33.1002	\$33.7622	\$34.7751	\$35.4706	\$36.1800	
SMG	STATIONMASTER C8.D2	\$32.7526	\$33.4077	\$34.0758	\$34.7573	\$35.8000	\$36.5160	\$37.2464	
Barrier Staff & Station Hosts									
SNA	STATION ASSISTANT CLASS 3 YR 1	\$18.9168	\$19.2951	\$19.6810	\$20.0747	\$20.6769	\$21.0904	\$21.5122	
SNB	STATION ASSISTANT CLASS 3 YR 2	\$19.1092	\$19.4914	\$19.8812	\$20.2788	\$20.8872	\$21.3049	\$21.7310	
SNC	STATION ASSISTANT CLASS 3 YR 3	\$19.3092	\$19.6954	\$20.0893	\$20.4911	\$21.1058	\$21.5279	\$21.9585	
SND	STN ASSISTANT CL 3 12THS YR 1	\$19.0966	\$19.4785	\$19.8681	\$20.2655	\$20.8734	\$21.2909	\$21.7167	
SNE	STN ASSISTANT CL 3 12THS YR 2	\$19.2890	\$19.6748	\$20.0683	\$20.4696	\$21.0837	\$21.5054	\$21.9355	
SNF	STN ASSISTANT CL 3 12THS YR 3	\$19.4890	\$19.8788	\$20.2764	\$20.6819	\$21.3023	\$21.7284	\$22.1630	
SNH	STATION ASSISTANT CLASS 2 YR 1	\$19.3867	\$19.7744	\$20.1699	\$20.5733	\$21.1905	\$21.6143	\$22.0466	
SNH	STATION ASSISTANT CLASS 2 YR 2	\$19.5791	\$19.9707	\$20.3701	\$20.7775	\$21.4008	\$21.8288	\$22.2654	
SNJ	STATION ASSISTANT CLASS 2 YR 3	\$19.7791	\$20.1747	\$20.5782	\$20.9897	\$21.6194	\$22.0518	\$22.4929	
SNJ	STATION ASSISTANT CLASS 1 YR 1	\$19.7096	\$20.1038	\$20.5059	\$20.9160	\$21.5435	\$21.9743	\$22.4138	
SNK	STATION ASSISTANT CLASS 1 YR 2	\$19.9020	\$20.3000	\$20.7060	\$21.1202	\$21.7538	\$22.1888	\$22.6326	
SNL	STATION ASSISTANT CLASS 1 YR 3	\$20.1020	\$20.5040	\$20.9141	\$21.3324	\$21.9724	\$22.4118	\$22.8601	
SNM	LEADING STN ASSISTANT YR1	\$19.9585	\$20.3577	\$20.7648	\$21.1801	\$21.8155	\$22.2518	\$22.6969	
SNN	LEADING STN ASSISTANT YR2	\$20.1508	\$20.5538	\$20.9649	\$21.3842	\$22.0257	\$22.4662	\$22.9156	
SNO	LEADING STN ASSISTANT YR3	\$20.3509	\$20.7579	\$21.1731	\$21.5965	\$22.2444	\$22.6893	\$23.1431	
Signalling Grades									
TGR	SIGN'MN2/3 = STNOFF CLS2 DIV.1	\$23.7178	\$24.1922	\$24.6760	\$25.1695	\$25.9246	\$26.4431	\$26.9720	
TGS	SIGN'MN2/3 = STNOFF CLS2 DIV.2	\$24.1627	\$24.6460	\$25.1389	\$25.6417	\$26.4109	\$26.9391	\$27.4779	
TGU	SIGN'MAN 1 = STNOFF CLS3 DIV.1	\$24.8687	\$25.3661	\$25.8734	\$26.3909	\$27.1826	\$27.7262	\$28.2808	
TGV	SIGN'MAN 1 = STNOFF CLS3 DIV.2	\$25.4178	\$25.9262	\$26.4447	\$26.9736	\$27.7828	\$28.3384	\$28.9052	
TAC	AREA CONTROLLER NEWPORT	\$24.2732	\$24.7587	\$25.2538	\$25.7589	\$26.5317	\$27.0623	\$27.6036	
TGW	A/CONTROLLER = SM CLS5 DIV.1	\$27.5979	\$28.1499	\$28.7129	\$29.2871	\$30.1657	\$30.7690	\$31.3844	
TGX	A/CONTROLLER = SM CLS5 DIV.2	\$28.0167	\$28.5770	\$29.1486	\$29.7315	\$30.6235	\$31.2360	\$31.8607	
AAA	A/CONTROLLER = SM CL 6 DIV.1	\$28.7064	\$29.2805	\$29.8661	\$30.4635	\$31.3774	\$32.0049	\$32.6450	
AAB	A/CONTROLLER = SM CL 6 DIV.2	\$29.2274	\$29.8119	\$30.4082	\$31.0164	\$31.9468	\$32.5858	\$33.2375	
TGY	TRAIN CONTROLLER 4 STH CROSS	\$33.8696	\$34.5470	\$35.2379	\$35.9427	\$37.0210	\$37.7614	\$38.5166	
DCA	DEPOT CONTROLLER DIV.1	\$30.4137	\$31.0220	\$31.6424	\$32.2753	\$33.2435	\$33.9084	\$34.5866	
DCB	DEPOT CONTROLLER DIV.2	\$31.0041	\$31.6242	\$32.2567	\$32.9018	\$33.8889	\$34.5666	\$35.2580	

							#	#
Pay	Pay Code	Current	Jul-09	Jan-10	Jul-10	Jan-11	Jul-11	Jan-12
Code	Description	Rate	2%	2%	2%	3%	2%	2%
Pay Rates that exclude Special Payments (Refer Schedule 2 Allowances)								
TGC	SIGNAL ASSISTANT	\$17.3974	\$17.7453	\$18.1003	\$18.4623	\$19.0161	\$19.3965	\$19.7844
TGD	SIGNALMAN CLASS 1	\$19.9264	\$20.3249	\$20.7314	\$21.1461	\$21.7804	\$22.2160	\$22.6604
TGE	SIGNALMAN CLASS 2	\$18.6881	\$19.0619	\$19.4431	\$19.8320	\$20.4269	\$20.8355	\$21.2522
TGF	SIGNALMAN CLASS 3	\$18.1613	\$18.5245	\$18.8950	\$19.2729	\$19.8511	\$20.2481	\$20.6531
TGG	SIGNALMAN CLASS 4	\$17.6995	\$18.0535	\$18.4146	\$18.7829	\$19.3463	\$19.7333	\$20.1279
TGH	SIGNALMAN SPECIAL 'A'	\$20.9885	\$21.4083	\$21.8364	\$22.2732	\$22.9414	\$23.4002	\$23.8682
TGI	SIGNALMAN SPECIAL 'B'	\$20.6943	\$21.1082	\$21.5303	\$21.9610	\$22.6198	\$23.0722	\$23.5336
THF	STN/ASST. CLASS 1.	\$17.2829	\$17.6286	\$17.9811	\$18.3408	\$18.8910	\$19.2688	\$19.6542
THG	STN/ASST. CLASS 2.	\$16.9600	\$17.2992	\$17.6452	\$17.9981	\$18.5380	\$18.9088	\$19.2870
THH	STN/ASST.C3. OTHERS.	\$16.4901	\$16.8199	\$17.1563	\$17.4994	\$18.0244	\$18.3849	\$18.7526
THI	STN/ASST.C3.12 MTH.SVCE	\$16.6699	\$17.0033	\$17.3434	\$17.6902	\$18.2209	\$18.5854	\$18.9571
THJ	STN/ASST.LEADING(ELSE)	\$17.5318	\$17.8824	\$18.2401	\$18.6049	\$19.1630	\$19.5463	\$19.9372
THL	STN/ASST.MTR.PCLS	\$16.4004	\$16.7284	\$17.0630	\$17.4042	\$17.9264	\$18.2849	\$18.6506
TIB	SUPERVISOR PLATFORM	\$17.8468	\$18.2037	\$18.5678	\$18.9392	\$19.5073	\$19.8975	\$20.2954

- A further increase of one per cent (1%) may apply as per clause 7.1 (b)

REF RATE - Used for reference purposes only

SCHEDULE B
CONNEX MELBOURNE
CA 2009-2012 ALLOWANCE RATE INCREASES

							#	#
Pay	Pay Code	Current	Jul-09	Jan-10	Jul-10	Jan-11	Jul-11	Jan-12
Code	Description	Rate	2%	2%	2%	3%	2%	2%
A008	SPCL.PYMT 2 1ST YR	\$3.5339	\$3.6046	\$3.6767	\$3.7502	\$3.8627	\$3.9400	\$4.0188
A009	SPCL.PYMT 2 2ND YR	\$2.4267	\$2.4752	\$2.5247	\$2.5752	\$2.6525	\$2.7055	\$2.7597
A010	SPCL.PYMT 2 3RD YR	\$2.8191	\$2.8755	\$2.9330	\$2.9917	\$3.0814	\$3.1430	\$3.2059
A018	SPCL.PYMT 1 1ST YR	\$3.0317	\$3.0923	\$3.1542	\$3.2173	\$3.3138	\$3.3801	\$3.4477
A014	SPCL.PYMT 1 2ND YR	\$3.2603	\$3.3255	\$3.3920	\$3.4599	\$3.5637	\$3.6349	\$3.7076
A019	SPCL.PYMT 1 3RD YR	\$3.5339	\$3.6046	\$3.6767	\$3.7502	\$3.8627	\$3.9400	\$4.0188
A039	LOCO.DRV.SPCL.CLASS	\$0.3169	\$0.3232	\$0.3297	\$0.3363	\$0.3464	\$0.3533	\$0.3604
A040	INST C'ROOM/SIMTR (MET)	\$6.7454	\$6.8803	\$7.0179	\$7.1583	\$7.3730	\$7.5205	\$7.6709
A041	ON THE JOB TRAIN. (MET)	\$2.0743	\$2.1158	\$2.1581	\$2.2013	\$2.2673	\$2.3126	\$2.3589
A057	ON JOB TRN METRO.ALLCE	\$6.7454	\$6.8803	\$7.0179	\$7.1583	\$7.3730	\$7.5205	\$7.6709
A223	Disruption to Work	\$0.5685	\$0.5799	\$0.5915	\$0.6033	\$0.6214	\$0.6338	\$0.6465
A280	Early Morning Shift - Loco	\$2.2551	\$2.3002	\$2.3462	\$2.3931	\$2.4649	\$2.5142	\$2.5645
A281	Afternoon Shift - Loco	\$2.2551	\$2.3002	\$2.3462	\$2.3931	\$2.4649	\$2.5142	\$2.5645
A282	Night Shift - Loco	\$2.6506	\$2.7036	\$2.7577	\$2.8128	\$2.8972	\$2.9552	\$3.0143
A283	1:01 To 3:59 - Loco	\$2.6506	\$2.7036	\$2.7577	\$2.8128	\$2.8972	\$2.9552	\$3.0143
A285	Early Morning Shift - Sal	\$2.3342	\$2.3809	\$2.4285	\$2.4771	\$2.5514	\$2.6024	\$2.6545
A286	Afternoon Shift - Sal	\$2.3342	\$2.3809	\$2.4285	\$2.4771	\$2.5514	\$2.6024	\$2.6545
A287	Night Shift - Sal	\$2.7298	\$2.7844	\$2.8401	\$2.8969	\$2.9838	\$3.0435	\$3.1043
A288	1:01 to 3:59 - Sal	\$2.7298	\$2.7844	\$2.8401	\$2.8969	\$2.9838	\$3.0435	\$3.1043
A290	Early Morning Shift - TPW	\$2.3207	\$2.3671	\$2.4145	\$2.4627	\$2.5366	\$2.5874	\$2.6391
A291	Afternoon Shift - TPW	\$2.3207	\$2.3671	\$2.4145	\$2.4627	\$2.5366	\$2.5874	\$2.6391
A292	Night Shift - TPW	\$2.7033	\$2.7574	\$2.8125	\$2.8688	\$2.9548	\$3.0139	\$3.0742
A293	1:01 to 3:59 - TPW	\$2.7033	\$2.7574	\$2.8125	\$2.8688	\$2.9548	\$3.0139	\$3.0742
A403	Suburban Relieving Expenses	\$16.1436	\$16.4665	\$16.7958	\$17.1317	\$17.6457	\$17.9986	\$18.3586
A537	En-man Sub'n regularly employed driving electric trains	\$5.8025	\$5.9186	\$6.0369	\$6.1577	\$6.3424	\$6.4692	\$6.5986
A540	Suburban Group Working	\$4.8885	\$4.9863	\$5.0860	\$5.1877	\$5.3433	\$5.4502	\$5.5592
A953	Overtime Meal	\$8.0718	\$8.2332	\$8.3979	\$8.5659	\$8.8228	\$8.9993	\$9.1793
A954	T&I Return To HQ Same Day	\$16.1436	\$16.4665	\$16.7958	\$17.1317	\$17.6457	\$17.9986	\$18.3586
A966	Sub Relieving/Away O'night	\$72.4189	\$73.8673	\$75.3446	\$76.8515	\$79.1571	\$80.7402	\$82.3550
A980	AO Late Shift Meal (Fri & Sat Only)	\$16.1436	\$16.4665	\$16.7958	\$17.1317	\$17.6457	\$17.9986	\$18.3586
A981	T&I B'Fast/Lunch (1st 4 weeks)	\$17.0531	\$17.3942	\$17.7420	\$18.0969	\$18.6398	\$19.0126	\$19.3928
A982	T&I Tea (1st 4 Weeks)	\$25.1249	\$25.6274	\$26.1399	\$26.6627	\$27.4626	\$28.0119	\$28.5721
A983	T&I Bed (1st 4 Weeks)	\$72.4189	\$73.8673	\$75.3446	\$76.8515	\$79.1571	\$80.7402	\$82.3550
A984	T&I B'Fast/Lunch (Aft 4 Weeks)	\$16.2572	\$16.5823	\$16.9140	\$17.2523	\$17.7698	\$18.1252	\$18.4877
A985	T&I Tea (Aft 4 Weeks)	\$20.2363	\$20.6410	\$21.0538	\$21.4749	\$22.1192	\$22.5616	\$23.0128
A986	T&I Bed (Aft 4 Weeks)	\$62.8690	\$64.1264	\$65.4089	\$66.7171	\$68.7186	\$70.0930	\$71.4948

A further increase of one per cent (1%) may apply as per clause 7.1 (b)