



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**V/Line Pty Ltd**  
(AG2016/6932)

## **V/LINE RAIL OPERATIONS ENTERPRISE AGREEMENT 2015-2019**

Rail industry

COMMISSIONER LEE

MELBOURNE, 16 NOVEMBER 2016

*Application for approval of the V/Line Rail Operations Enterprise Agreement 2015-2019.*

[1] An application has been made for approval of an enterprise agreement known as the *V/Line Rail Operations Enterprise Agreement 2015-2019* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by V/Line Pty Ltd. The Agreement is a single enterprise agreement.

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

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

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 23 November 2016. The nominal expiry date of the Agreement is 30 June 2019.



COMMISSIONER

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**V/LINE**  
**RAIL OPERATIONS**  
ENTERPRISE  
AGREEMENT



V/LINE RAIL OPERATIONS  
ENTERPRISE AGREEMENT

**2015-2019**

# V/LINE RAIL OPERATIONS ENTERPRISE AGREEMENT 2015-2019

## PART 1 – APPLICATION AND OPERATION

**1 TITLE**

This Agreement shall be known as the V/Line Rail Operations Enterprise Agreement 2015-2019 (“Agreement”).

**2 ARRANGEMENT**

<b>PART 1 – APPLICATION AND OPERATION.....</b>		<b>1</b>
<b>1 TITLE</b>		<b>1</b>
<b>2 ARRANGEMENT</b>		<b>1</b>
<b>3 DEFINITIONS</b>		<b>5</b>
<b>4 COMMENCEMENT DATE AND PERIOD OF OPERATION</b>		<b>7</b>
<b>5 COVERAGE</b>		<b>7</b>
<b>6 STRUCTURE AND INTERPRETATION OF THIS AGREEMENT</b>		<b>7</b>
<b>7 NO EXTRA CLAIMS</b>		<b>7</b>
<b>8 RENEGOTIATION OF AGREEMENT</b>		<b>8</b>
<b>PART 2 – COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION.....</b>		<b>9</b>
<b>9 CONSULTATION</b>		<b>9</b>
<b>10 DISPUTE SETTLEMENT PROCEDURES</b>		<b>11</b>
<b>PART 3 - EMPLOYMENT RELATIONSHIP AND RELATED MATTERS .....</b>		<b>14</b>
<b>11 APPLICATION</b>		<b>14</b>
<b>12 TERMS OF EMPLOYMENT</b>		<b>14</b>
<b>13 PERFORMANCE OF DRIVING AND OTHER TRAIN MOVEMENTS BY PROFESSIONAL LOCOMOTIVE DRIVERS ONLY</b>		<b>16</b>
<b>14 INDIVIDUAL FLEXIBILITY AGREEMENT</b>		<b>16</b>
<b>15 COUNSELLING &amp; DISCIPLINARY</b>		<b>17</b>
<b>16 STAND DOWN</b>		<b>20</b>
<b>17 TERMINATION OF EMPLOYMENT</b>		<b>20</b>
<b>18 REDUNDANCY</b>		<b>21</b>
<b>19 TRANSFER OF BUSINESS</b>		<b>22</b>
<b>20 SECURITY REQUIREMENTS</b>		<b>22</b>

21	DRUG AND ALCOHOL SCREENING	22
22	TRAINING FOR DELEGATES	23
23	WORKPLACE DIVERSITY	24
<b>PART 4 - RATES OF PAY AND RELATED MATTERS</b>		<b>25</b>
24	APPLICATION	25
25	RATES OF PAY	25
26	PROJECT FACILITATION PAYMENTS	25
27	SERVICE IMPROVEMENT PARTNERSHIPS.	27
28	PAYMENT OF WAGES	28
29	RECOUPMENT OF OVERPAID SALARY/WAGES	28
30	SUPERANNUATION	28
31	SALARY PACKAGING FOR SUPERANNUATION	29
32	ACCIDENT MAKE UP PAY	29
33	FIRST AID ALLOWANCE	30
34	MOTOR VEHICLE	30
35	DRIVING A COMPANY VEHICLE	30
36	RELIEVING IN HIGHER POSITIONS ALLOWANCES	31
37	TRAVEL PASS ENTITLEMENTS	31
<b>PART 5 - TYPES OF LEAVE , PUBLIC HOLIDAYS AND OTHER MATTERS – ALL EMPLOYEES</b>		<b>35</b>
38	APPLICATION	35
39	ANNUAL LEAVE	35
40	ANNUAL SHUTDOWN LEAVE	37
41	PUBLIC HOLIDAYS	37
42	LONG SERVICE LEAVE	40
43	PERSONAL/CARER'S LEAVE	40
44	BEREAVEMENT LEAVE / COMPASSIONATE LEAVE	43
45	UNSCHEDULED LEAVE ABSENCES	44
46	PARENTAL LEAVE	44
47	COMMUNITY SERVICE LEAVE	51
48	CULTURAL & CEREMONIAL LEAVE	52
49	SPECIAL LEAVE – FAMILY/DOMESTIC VIOLENCE	52
50	HASTUS & TMS PREVIOUSLY RAIL OPERATIONS MANAGEMENT SYSTEM (ROMS)	53
51	ACCEPTANCE OF NEW PAYROLL SYSTEM	54
52	TRAINING AND SKILLS DEVELOPMENT	54

<b>53</b>	<b>HEALTH ASSESSMENTS – RAIL SAFETY WORKERS</b>	<b>55</b>
<b>54</b>	<b>ELECTRONIC DOCUMENT CONTROL AND DISTRIBUTION</b>	<b>55</b>
<b>PART 6 - GENERAL CONDITIONS OF EMPLOYMENT – OPERATIONS AND ADMINISTRATIVE EMPLOYEES AND PASSENGER OPERATIONS EMPLOYEES.....</b>		<b>56</b>
<b>55</b>	<b>APPLICATION</b>	<b>56</b>
<b>56</b>	<b>ORDINARY HOURS</b>	<b>56</b>
<b>57</b>	<b>EMPLOYEE EXTRA DAY OFF (EDOs)</b>	<b>56</b>
<b>58</b>	<b>BANKING OF EDOs</b>	<b>57</b>
<b>59</b>	<b>GUARANTEED FORTNIGHT</b>	<b>57</b>
<b>60</b>	<b>LENGTHS OF SHIFTS</b>	<b>57</b>
<b>61</b>	<b>INTERVALS BETWEEN SHIFTS</b>	<b>58</b>
<b>62</b>	<b>CALL OUT</b>	<b>58</b>
<b>63</b>	<b>SATURDAY DUTY</b>	<b>58</b>
<b>64</b>	<b>SUNDAY DUTY</b>	<b>58</b>
<b>65</b>	<b>EXCESS SHIFTS</b>	<b>59</b>
<b>66</b>	<b>NOTIFICATION OF SHIFT ALTERATIONS</b>	<b>59</b>
<b>67</b>	<b>OVERTIME</b>	<b>59</b>
<b>68</b>	<b>EMERGENCY WORK</b>	<b>60</b>
<b>69</b>	<b>LIMITATIONS OF PENALTY PAYMENTS</b>	<b>60</b>
<b>70</b>	<b>TIME OFF IN LIEU</b>	<b>60</b>
<b>71</b>	<b>MINIMUM PAYMENTS</b>	<b>61</b>
<b>72</b>	<b>SHIFT DUTY ALLOWANCE AND PENALTIES</b>	<b>61</b>
<b>73</b>	<b>BROKEN SHIFTS</b>	<b>62</b>
<b>74</b>	<b>TRAVELLING AND WAITING TIME</b>	<b>62</b>
<b>75</b>	<b>TRAVELLING AND INCIDENTAL EXPENSES</b>	<b>63</b>
<b>76</b>	<b>MEAL BREAKS AND CRIB BREAKS</b>	<b>64</b>
<b>77</b>	<b>OVERTIME MEAL BREAKS</b>	<b>64</b>
<b>78</b>	<b>LIMITATION ON APPLICATION – SENIOR OFFICERS</b>	<b>64</b>
<b>79</b>	<b>ROSTERING AND SHIFT ARRANGEMENTS</b>	<b>65</b>
<b>80</b>	<b>TRAUMA MANAGEMENT</b>	<b>65</b>
<b>81</b>	<b>ALLOWABLE IN-SERVICE ROLLINGSTOCK FAULTS</b>	<b>66</b>
<b>82</b>	<b>CONSOLIDATION OF BOOKING CLERKS TO STATION GRADE</b>	<b>66</b>
<b>83</b>	<b>WORKING PARTY - CONDUCTORS &amp; STATION STAFF ROSTERS</b>	<b>66</b>
<b>84</b>	<b>IN-SERVICE TRAIN CLEANING (SURFACE CLEANING)</b>	<b>66</b>
<b>85</b>	<b>CONDUCTOR ROSTER CODE</b>	<b>67</b>

**PART 7 – GENERAL CONDITIONS OF EMPLOYMENT – PROFESSIONAL  
LOCOMOTIVE OPERATING GRADE EMPLOYEES ..... 71**

<b>86</b>	<b>APPLICATION</b>	<b>71</b>
<b>87</b>	<b>ORDINARY TIME OF DUTY</b>	<b>71</b>
<b>88</b>	<b>OFF ROSTER WORK</b>	<b>71</b>
<b>89</b>	<b>SATURDAY AND SUNDAY WORK</b>	<b>71</b>
<b>90</b>	<b>BANKED EXCESS HOURS</b>	<b>71</b>
<b>91</b>	<b>PROFESSIONAL LOCOMOTIVE OPERATING GRADE RECRUITMENT</b>	<b>72</b>
<b>92</b>	<b>ROSTERING AND ROSTERING COMMITTEE/CONSULTATIONS</b>	<b>72</b>
<b>93</b>	<b>ALTERATIONS TO ORIGINAL SIGN ON TIME</b>	<b>76</b>
<b>94</b>	<b>PROFESSIONAL LOCOMOTIVE OPERATING GRADE EMPLOYEE CLASSIFICATIONS</b>	<b>76</b>
<b>95</b>	<b>SECONDMENT</b>	<b>78</b>
<b>96</b>	<b>PROFESSIONAL LOCOMOTIVE OPERATING GRADE EMPLOYEE ALL PURPOSE RATE</b>	<b>78</b>
<b>97</b>	<b>JOB SHARE – PROFESSIONAL LOCOMOTIVE OPERATING GRADE EMPLOYEES</b>	<b>79</b>
<b>98</b>	<b>PART-TIME – PROFESSIONAL LOCOMOTIVE OPERATING GRADE EMPLOYEES</b>	<b>79</b>
<b>99</b>	<b>MEDICAL ATTENDANCE</b>	<b>80</b>
<b>100</b>	<b>GUARANTEE</b>	<b>80</b>
<b>101</b>	<b>EQUALISATION OF ADDITIONAL WORK</b>	<b>81</b>
<b>102</b>	<b>EXCHANGE OF SHIFTS</b>	<b>81</b>
<b>103</b>	<b>TIMESHEETS</b>	<b>81</b>
<b>104</b>	<b>REPORTING BACK FOR DUTY</b>	<b>82</b>
<b>105</b>	<b>REDEPLOYMENT DUE TO MEDICAL REASONS</b>	<b>82</b>
<b>106</b>	<b>MULTIPLE SINGLE CORRIDOR RUNNING</b>	<b>82</b>
<b>107</b>	<b>PUBLIC HOLIDAYS</b>	<b>82</b>
<b>108</b>	<b>ANNUAL LEAVE</b>	<b>84</b>
<b>109</b>	<b>PERSONAL LEAVE CLEARANCES</b>	<b>84</b>
<b>110</b>	<b>TRAINING</b>	<b>85</b>
<b>111</b>	<b>TRAUMA LEAVE</b>	<b>87</b>
<b>112</b>	<b>TEMPORARY TRANSFER/RELIEVING</b>	<b>87</b>
<b>113</b>	<b>ASCERTAINING THE NEXT DAY'S DUTY</b>	<b>89</b>
<b>114</b>	<b>MANAGEMENT OF SAFE WORKING INCIDENTS</b>	<b>89</b>
<b>115</b>	<b>DRIVER ADVISORY SYSTEM</b>	<b>89</b>
<b>116</b>	<b>V/LINE FAULT DEFERMENT PROCEDURE</b>	<b>90</b>
<b>117</b>	<b>STABLING OF VLOCITY TRAINS AT GEELONG STATION</b>	<b>90</b>

118	TIME ALLOCATIONS FOR PROFESSIONAL LOCOMOTIVE OPERATING GRADE EMPLOYEES	90
119	TIME ALLOWANCE FOR SPRINTER OPERATION	93
120	VLOCITY PREPARATION TIMES	94

<b>PART 8 - AGGREGATE WAGE AND ASSOCIATED CONDITIONS - PASSENGER OPERATIONS EMPLOYEES</b>		96
121	APPLICATION	96
122	THE AGGREGATE RATE	96
123	PUBLIC HOLIDAYS	97
124	UNDER TIME	98
125	MEAL ALLOWANCE	99
126	SHUNTER TRAINING ALLOWANCE	99
127	SHUNTERS TO ATTACH/DETACH DRIVER ONLY CREWED LOCOMOTIVES TO CARRIAGE SETS	99
128	INTRODUCTION OF NEW ROLLING STOCK	99
129	SHUNTERS DUTIES- WASH PLANT	99
130	MOVEMENTS AT SOUTH DYNON TO BE DRIVER ONLY	99
131	COLLECTION OF FUEL DOCKETS AT SOUTHERN CROSS	99
132	RADIO SHUNTING	100
<b>SCHEDULE A – RATES TABLE</b>		101

### 3 DEFINITIONS

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

**“Act”** means the *Fair Work Act 2009* (Cth) or its successor.

**“Active Shift”** means a shift worked by a Professional Locomotive Operating Grade Employee during which some periods of safety critical duties have been performed.

**“Agreement”** means this document, the V/Line Rail Operations Enterprise Agreement 2015-2019.

**“All Purpose Rate”** means the rate defined in clause 96 of this Agreement applicable to Professional Locomotive Operating Grade Employees.

**“Broken shift”** means a shift worked on any day with a continuous book-off period at the home depot, without pay, of more than two hours but does not include shifts where Employees are booked-off away from home between the trips constituting a shift.

**“Conductor”** means an Employee who is employed as a Conductor in a classification set out in Table 3 of Schedule A to this Agreement.

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



**“Emergency work”** means work the execution of which is affected by some condition which:

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

**“Employees”** means employees of V/Line who are employed in classifications set out in Schedule A to this Agreement.

**“FAID”** means Fatigue Audit InterDyne.

**“FWC”** means the Fair Work Commission.

**“Home depot”** means the stations, lengths, places or depot to which Employees are attached. In the cases of Employees on the regular relieving staff, home depot shall mean the stations, places or depot from which their movements are controlled.

**“Professional Locomotive Operating Grade Employee”** means a Professional Locomotive Operating Grade Employee who is employed in a classification covered by Part 7 of this Agreement.

**“Monday to Friday Day Worker”** means Employees whose ordinary hours of work are worked between 0600 and 1800 hours Monday to Friday.

**“NES”** means National Employment Standards under the Act.

**“Ordinary Rate Of Pay”** means the base rate of pay for an Employee or the rate of pay excluding payment of allowances, penalties and overtime.

**“Operations and Administrative Employees”** means all Employees other than Professional Locomotive Operating Grade Employees and Passenger Operations Employees to whom Parts 7 and 8 apply respectively.

**“Parties covered by this Agreement”** means the Parties set out in clause 5.1 of the Agreement

**“Parties covered by this Part of the Agreement”** means V/Line, those of the Employees to whom a particular part of the Agreement is expressed to apply, and the RTBU (subject to the FWC noting in its decision to approve this Agreement that the Agreement covers the RTBU).

**“Passenger Operations Employee”** means an Employee who is employed in classifications of Yardmaster or Shunter whose home depot is Southern Cross Station yard and whose classifications are set out in Table 6 of Schedule A of this Agreement.

**“Salaried And Administrative Employees”** means an Employee who is employed in classifications in Table 1 of Schedule A of this Agreement.

**“Shift Worker”** means an Employee who is regularly rostered to work shift work on any day of the week Sundays to Saturdays or a Locomotive Operating Grade Employee or a Passenger Operations Employee.

**“Saturday time”** means time on duty between midnight on Friday and midnight on Saturday.

**“Sunday time”** means time on duty between midnight on Saturday and midnight on Sunday.

“**Train Controller**” means an Employee who is employed as a train controller in a classification set out in Table 4 of Schedule A to this Agreement.

“**Unavoidable necessity**” includes circumstances where compliance involves V/Line incurring expenditure which is unreasonable.

#### **4 COMMENCEMENT DATE AND PERIOD OF OPERATION**

- 4.1 This Agreement will commence operating seven days after it has been approved by the FWC.
- 4.2 The nominal expiry date of this Agreement is 30 June 2019.

#### **5 COVERAGE**

- 5.1 This Agreement reflects all terms and conditions of employment applicable to V/Line Employees who are covered by this Agreement.
- 5.2 The Parties covered by this Agreement are:
  - (a) V/Line Pty Ltd ACN 087 425 269 (“V/Line” or “the Employer”);
  - (b) the Employees (as defined); and
  - (c) The Australian Rail, Tram and Bus Industry Union (“the RTBU” or “the Union”), subject to section 201(2) of the Act being met.
- 5.3 For the avoidance of doubt, this Agreement does not cover employees of V/Line:
  - (a) who are employed as senior executives engaged on Government Sector Executive Remuneration Panel (GSERP) contracts; or
  - (b) to whom the V/Line Passenger (Infrastructure) Agreement 2009 – 2012 or any successor agreement applies; or
  - (c) who are not covered by a classification set out Schedule A of this Agreement.

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

- (a) The terms contained in Parts 6, 7 and 8 (inclusive) of this Agreement prevail to the extent of any inconsistency with any term or terms contained in any other Part of this Agreement.
- (b) The Parties covered by this Agreement and its various Parts are set out in each Part, save that Parts 2, 3, 4 and 5 apply to all Employees covered by this Agreement (unless otherwise specified).

#### **7 NO EXTRA CLAIMS**

- 7.1 As this Agreement contains all terms and conditions of employment that are to apply to Employees covered by this Agreement, the Parties covered by this Agreement agree that they will not:
  - (a) make any further claims in relation to terms and conditions of employment, wage increases or the employment of Employees to be covered by this Agreement until after its nominal expiry date; nor
  - (b) engage in any industrial action in support of further claims prior to the nominal expiry date of this Agreement.

## **8 RENEGOTIATION OF AGREEMENT**

- 8.1 At least six (6) months before the nominal expiry date of the Agreement (subject to approval from the appropriate state Government departments), the Parties covered by the Agreement, will commence a review of the terms of this Agreement and undertake bargaining to replace this Agreement (this includes scheduling meetings as soon as possible).

# PART 2 – COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

## 9 CONSULTATION

### 9.1 Consultation regarding Major Change

- (a) This clause applies if:
  - (i) the Employer has a proposal to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
  - (ii) the proposed change is likely to have a significant effect on Employees.
- (b) Once the Employer has a proposal to introduce major change, the Employer must notify the Relevant Employees and their representative/s of the proposed major change. The Relevant Employees may be represented, including by their Union, for the purposes of consultation. A Relevant Employee may also choose not to be represented (in which case the provisions in respect of representatives in this clause do not apply). The Employer must recognise any representative.
- (c) As soon as practicable after the Employer has a proposal to introduce major change, the Employer must:
  - (i) Discuss with the Relevant Employees and their representative:
    - (A) the proposed introduction of change; and
    - (B) the effect the proposed change is likely to have on the Relevant Employees; and
    - (C) measures the Employer is taking to avert or mitigate any adverse effect of the proposed change on the Relevant Employees.
  - (ii) For the purposes of discussions – provide, in writing, to the Relevant Employees and their representatives:
    - (A) all relevant information about the proposed change including the nature of the change proposed; and
    - (B) information about the expected effects of the proposed change on the Relevant Employees; and
    - (C) information about any other matters likely to affect the Relevant Employees.

However, the Employer is not required to disclose confidential or commercially sensitive information.

- (d) Consultation shall be conducted in good faith within reasonable timeframes by all parties, including a reasonable timeframe for the Relevant Employees and their representatives to respond to the proposed change. The Employer will give consideration to forming a working party where appropriate.
- (e) The Employer must give prompt and genuine consideration to matters raised about the proposed change by the Relevant Employees and their representatives.
- (f) In this clause, a major change is likely to have a significant effect on Employees if it results in:
  - (i) the termination of the employment of Employees; or

- (ii) major change to the composition, operation or size of the Employer's workforce, classification structure, or to the skills required of Employees; or
- (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (iv) the alteration of hours of work; or
- (v) the need to retrain Employees; or
- (vi) the need to relocate Employees to another workplace; or
- (vii) the restructuring of jobs, including significant changes to position descriptions; or
- (viii) significant changes to uniforms,

provided that a major change will be deemed not have a significant effect on Employees if this Agreement makes provision for the relevant change, (although a clause that makes such a provision may expressly provide for consultation).

- (g) In this clause, Relevant Employees means those Employees who may be affected by the change referred to in clause 9.1(a)(i).

## **9.2 Consultation regarding change to regular roster or ordinary hours of work**

- (a) This clause applies if the Employer proposes to introduce a change to the regular roster or ordinary hours of work of Employees.
- (b) In relation to Professional Locomotive Operating Grade Employees, the requirements of this clause 9.2 will operate together with those requirements outlined in Part 7 of the Agreement. In relation to other Employees, the requirements of this clause 9.2 will operate together with those requirements outlined in Parts 6 or Part 8 (whichever is applicable to the Relevant Employee/s).
- (c) The Relevant Employees may be represented, including by their Union, for the purposes of the consultation. The Employer must recognise any representative. A Relevant Employee may also choose not to be represented (in which case the provisions in respect of representatives in this clause do not apply).
- (d) Once the Employer has a proposal to introduce the change, the Employer must notify the Relevant Employees and their representative of the proposed change.
- (e) As soon as practicable after the Employer has a proposal to introduce change, the Employer must:
  - (i) Discuss with the Relevant Employees and their representative:
    - (A) the proposed change; and
    - (B) the effect the proposed change is likely to have on the Relevant Employees; and
    - (C) measures the Employer is taking to avert or mitigate any adverse effect of the proposed change on the Relevant Employees; and
  - (ii) For the purposes of discussions, provide in writing to the Relevant Employees and their representatives:
    - (A) all relevant information about the proposed change, including the nature of the change proposed; and
    - (B) information about what will be the effects of the proposed change on the Relevant Employees; and

- (C) information about any other matters that are likely to affect the Relevant Employees; and
- (iii) Invite the Relevant Employees to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities).
- (f) The parties will conduct the consultation in good faith and within reasonable timeframes, including that the Employer will provide reasonable time for the Relevant Employees and their representatives to respond to the proposed change. The Employer will give consideration to forming a working party where appropriate.
- (g) The Employer must give prompt and genuine consideration to matters raised about the proposed change by the Relevant Employees.
- (h) In this clause, **Relevant Employees** means the Employees who may be affected by a change referred to in subclause 9.2(a).

## 10 DISPUTE SETTLEMENT PROCEDURES

### 10.1 Resolution of disputes

An Employee or Employees (or the RTBU on behalf of an Employee, or Employees) or V/Line may raise a dispute pursuant to this clause, if a dispute relates to:

- (a) a matter arising under this Agreement, including the operation of the Agreement; or
- (b) the National Employment Standards (NES); or
- (c) a matter pertaining to the employment relationship between V/Line and an Employee, or Employees (other than a dispute in respect to a decision to dismiss an Employee).

An Employee, or Employees, or V/Line may choose to be represented by a person of their choice (in relation to an Employee, including by the RTBU) for the purpose of all the procedures in this clause.

### 10.2 Obligations

- (a) The parties to the dispute agree to genuinely and expeditiously attempt to resolve the dispute through the procedures set out in this clause.
- (b) Subject to 10.2(c), 10.2(d) and 10.2(e), while the dispute is being dealt with pursuant to this clause, the *status quo* will remain in place and work will continue as normal, provided that this does not apply to an Employee(s) who has a reasonable concern about an imminent risk to his/her/their health or safety, has advised V/Line of this concern and has not unreasonably failed to comply with a direction by V/Line to perform other available work that is safe and appropriate for Employee(s) to perform. *Status quo* means the state of affairs as it existed prior to the matter that is the subject of the dispute. For example, if the dispute is about a change to work, the *status quo* represents the position before the change (**the Status Quo**).
- (c) Status Quo does not apply to disputes of the type dealt with by clause 10.1(c), unless the dispute is also of a type dealt with by either or both of clauses 10.1(a) and/or 10.1(b).
- (d) All parties commit their support to Government-related initiatives and will not use the dispute process to unduly delay the implementation of such initiatives. The Status Quo will not apply where there is a direct impact on service delivery or Government-related initiatives, unless the dispute relates to a matter or matters arising under the Agreement, including the operation of the Agreement. For the avoidance of doubt

the Status Quo shall apply in accordance with clause 10.2(b) when a dispute relates to a matter or matters arising under the Agreement or the NES.

- (e) Other than in respect to a decision to dismiss an Employee, a dispute may be initiated about the operation of clause 15 (Counselling and Disciplinary) however, the Status Quo will not apply on the proviso the process set out in clause 15 is being adhered to.

### 10.3 **Dispute Settlement Steps**

#### (a) Step One

Subject to subclause 10.4, and unless it is inappropriate to do so, the dispute will first be discussed between the Employee (and/or their representative) and the Employee's immediate supervisor.

#### (b) Step Two

If the dispute is not resolved at Step One (or if the dispute is not invoked at Step One because it is inappropriate to do so), the Employee (and/or their representative) may require that the dispute be discussed with another representative of V/Line chosen by V/Line and appointed for the purposes of this procedure.

#### (c) Step Three

If the matter is not resolved, any party may make application to the Fair Work Commission (**FWC**) to deal with the dispute.

### 10.4 **Disputes of a Collective Character**

- (a) The Parties covered by this Agreement acknowledge that disputes of a collective character concerning one or more Employees can be dealt with expeditiously by an early reference to the FWC.
- (b) Disputes of a collective character are not required to be subject to Step One or Step Two in subclause 10.3.
- (c) Employees, or the RTBU or V/Line, may refer a dispute of a collective character to the FWC if there has been a genuine attempt to resolve the dispute at the workplace level prior to it being referred to the FWC.

### 10.5 **Fair Work Commission**

- (a) Once referred to the FWC, the FWC may resolve the dispute using any of its powers available under the Act including by mediation, conciliation, expressing an opinion, issuing a statement, making a recommendation or by arbitration (including by granting interim relief or making an interim order or decision). The power to arbitrate a dispute is subject to clause 10.5(e) below.
- (b) The FWC may give all such directions, orders, statements and/or recommendations and do such things necessary or expedient for the speedy and just resolution, hearing and determination of the dispute.
- (c) Where a member of the FWC has conducted conciliation in relation to a dispute, the member shall not exercise or take part in the exercise of arbitration powers in relation to the dispute if a party objects to the member doing so. Where such an objection is made, the dispute will be dealt with by another member of the FWC.
- (d) Conciliation before the FWC shall be regarded as completed when:
  - (i) the parties have reached agreement on the settlement of the dispute; or

- (ii) the member of the FWC conducting the conciliation is satisfied that there is no reasonable likelihood that further conciliation will result in agreement by the parties within a reasonable period on terms for settlement of the dispute; or
  - (iii) either party to the dispute have informed the FWC member that there is no reasonable likelihood of agreement on the settlement of the dispute and the member does not have substantial reason to regard the conciliation proceedings as not completed.
- (e) Other than by agreement of the parties, the FWC does not have the power to arbitrate:
- (i) a dispute of the type dealt with by clause 10.1(c), unless:
    - (A) The dispute is also of the type dealt with by either clause 10.1(a) and/or 10.1(b); or
    - (B) The dispute relates to a major change which is likely to have a significant effect on Employees, as defined in clause 9 (Consultation).
  - (ii) a dispute relating to the decision to terminate an Employee's employment; or
  - (iii) a dispute relating to a right to request flexible working hours.

For the avoidance of doubt, in such a situation, the FWC may exercise all of its other powers (including mediation, conciliation, expressing an opinion, issuing a statement, making a recommendation etc.) in relation to such disputes (other than a dispute relating to a decision to terminate an Employee's employment).

- (f) Any decision of the FWC, whether interim or final, shall be binding on the parties and the parties will abide by such decision, subject to any rights of appeal available to a party.



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

## **11 APPLICATION**

This Part applies to all Employees covered by this Agreement in accordance with clause 6 except where specific clauses in this Part are expressed to exclude certain classifications.

## **12 TERMS OF EMPLOYMENT**

### **12.1 Condition of employment**

All Employees are engaged on the following basis:

- (a) An Employee whose employment is covered by this Agreement may be employed on a full-time, part-time or fixed term basis.
- (b) Employees will use safe work practices and properly use all appropriate protective clothing and equipment provided by V/Line.
- (c) Employees accept that employment in V/Line will be based on job requirements and work performance.
- (d) Employees are to present for work in a safe manner without undue impairment caused by fatigue or external activities likely to cause fatigue.
- (e) Employees may be required to commence or finish their shift at a worksite which is not their Home Depot when, in accordance with operational requirements, it is logical to do so.
- (f) In recognition of the need to promote efficiencies in the workplace and in accordance with these principles, Employees may, from time to time, be required to perform work that is outside the scope of their normal duties, including duties at a higher or lower grade, provided that the Employees are qualified and competent to perform the work.
- (g) Employees will be required to participate in relevant training and programs as determined by V/Line from time to time. Training may be provided both within and outside normal hours of work unless otherwise specified in this Agreement.

### **12.2 Full-Time Employees**

A full-time Employee is an Employee who has been employed to work not less than an average of 38 hours per week or as specified in this Agreement on a full-time basis in accordance with this Agreement.

### **12.3 Part-Time Employment (Other than Professional Locomotive Operating Grade Employees)**

- (a) Employees may be engaged to work on a part-time basis involving a regular pattern of ordinary hours which shall average less than 38 hours per week over agreed periods. Before commencing part-time employment, V/Line and the Employees concerned must agree upon ("the agreement"):-
  - (i) the average ordinary hours of work to be worked; and
  - (ii) the classification applying to the work to be performed.
- (b) Part time Employees concerned are entitled to be paid for all hours worked by them in accordance with this clause.
- (c) The terms of the agreement may be varied by mutual consent.

- (d) The agreement and any variations to it shall be in writing and retained by V/Line. A copy of the agreement and any variation shall be provided by V/Line to the part time Employee concerned.
- (e) Otherwise, the terms of this Agreement shall apply pro rata to part time Employees on the basis that, for the purpose of this clause, ordinary weekly hours for full time Employees are 38 hours per week.
- (f) Overtime will not be payable to a part time Employee for any extension of rostered hours on a particular day or shift that is due to disruption to train services; or voluntary acceptance of additional hours or shifts, unless such additional hours or shifts would be payable at overtime rates for an equivalent full-time Employee.
- (g) All forms of paid leave for a part time Employee will accrue on a pro rata basis having regard to the average ordinary hours worked by the Employee.

#### **12.4 Fixed Term Employees**

A fixed term Employee is one who has been hired to perform duties in connection with a specified task, or for a specified duration and whose employment will end on completion of that task or the completion of the fixed period of time. A fixed term Employee shall for all purposes of this Agreement be otherwise treated as a permanent full-time or part-time Employee as applicable.

#### **12.5 Job Share**

- (a) V/Line may, based on operational requirements and individual Employee circumstances, provide job share opportunities upon request by an Employee.
- (b) V/Line Employees who are permanently located at the same location may voluntarily apply to participate in a program of job sharing.
- (c) Where two Employees agree to job share at the same location and classification, one will vacate their rostered position and share the full-time rostered position of the other.

#### **12.6 Supplementary Labour**

- (a) Supplementary Labour will be available to cover excessive workloads caused by increases in work or for special programs or where a particular skill is not available.
- (b) During the engagement of Supplementary Labour, no Employee of the same occupation who is willing and able to transfer to this work will be made redundant.
- (c) Supplementary Labour shall be appropriately qualified to undertake the work required.
- (d) The engagement of Supplementary Labour is to be used to support the existing Employees and not to reduce the workforce numbers.
- (e) In the event a dispute over this process, the parties are committed to the process outlined in the Dispute Resolution Procedure clause 10.
- (f) For the avoidance of doubt, nothing in this clause affects V/Line's obligations pursuant to clause 13. In other words, the driving of trains and performing of other train movements must be undertaken by V/Line Professional Locomotive Operating Grade Employees.

### **13 PERFORMANCE OF DRIVING AND OTHER TRAIN MOVEMENTS BY PROFESSIONAL LOCOMOTIVE DRIVERS ONLY**

- 13.1 V/Line will only require, allow or permit the driving of trains or performance of other train movements (in all environments, including on the mainline and in depot and maintenance environments) to be undertaken by Professional Locomotive Operating Grade Employees (being those Employees who have completed, or are training to complete, the V/Line Locomotive Driver Training Scheme to the Certificate IV level and are employed in the Locomotive Operating Grade Employee Classifications set out in Part 7 this Agreement).
- 13.2 For the avoidance of doubt, sub-clause 13.1 does not prevent:
- (a) Approved third party operators from performing/driving of Non-V/Line services (e.g. freight operations, Infrastructure operations, including V/Line plant and track machines on V/Line routes); or
  - (b) Future technological developments in relation to the driving of trains, provided Professional Locomotive Operating Grade Employees (as defined in clause 13.1) operate all driving and performing of other train movements.
- 13.3 Other than in relation to Professional Locomotive Operating Grade Employees (being those Employees who have completed, or are training to complete, the V/Line Locomotive Driver Training Scheme to the Certificate IV level and are employed in the Locomotive Operating Grade Employee Classifications set out in this Agreement), V/Line will not train any Employees in relation to the driving of trains, or other train movements.

### **14 INDIVIDUAL FLEXIBILITY AGREEMENT**

- 14.1 V/Line and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of this Agreement if:
- (a) the individual flexibility agreement deals with one or more of the following matters:
    - (i) arrangements for when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances; and
    - (v) leave loading; and
  - (b) the arrangement meets the genuine needs of V/Line and the Employee in relation to one or more of the matters mentioned in paragraph 14.1(a); and
  - (c) the arrangement is genuinely agreed to by V/Line and the Employee.
- 14.2 An Employee may nominate a representative to assist in negotiations for an individual arrangement.
- 14.3 V/Line will ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act;
  - (b) are not unlawful terms under section 194 of the Act;
  - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made; and
  - (d) does not have an adverse effect on the wages and conditions and working arrangements of any other Employee covered by this Agreement.

- 14.4 Terms of the individual flexibility arrangement will:
- (a) be in writing; and
  - (b) include the name of V/line and the Employee; and
  - (c) be signed by V/Line and the Employee and, if the Employee is under 18 years of age signed by a parent or guardian of the Employee; and
  - (d) include details of the terms of the Agreement that will be varied by the arrangement including:
    - (i) how the arrangement will vary the effect of the terms; and
    - (ii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the individual flexibility arrangement; and
  - (e) state the day on which the individual flexibility arrangement commences.
- 14.5 V/Line must give the Employee a copy of the individual flexibility arrangement within fourteen days after it is agreed to.
- 14.6 V/Line or the Employee may terminate the individual flexibility arrangement:
- (a) by giving no more than twenty-eight days written notice to the other party to the individual flexibility arrangement; or
  - (b) if V/Line and the Employee agree in writing – at any time.

## **15 COUNSELLING & DISCIPLINARY**

### **15.1 Procedure**

This procedure is to be used to cover matters of Employee performance, Employee conduct, specific incidents or when a complaint is raised with V/Line.

Where there is any inconsistency between this procedure and the Code of Conduct, this procedure will prevail.

- (a) Depending on the nature of the matter, V/Line may:
  - (i) conduct an investigation; or
  - (ii) dismiss the matter without conducting an investigation;
  - (iii) counsel or speak informally with the relevant Employee(s); and/or
  - (iv) implement appropriate training or other assistance
- (b) If V/Line investigates the matter, the Employee(s) who is the subject of the matter will be notified in writing:
  - (i) that the complaint has been received, if relevant;
  - (ii) the nature of the matter, and if relevant the specific allegations made and relevant details of any complaint;
  - (iii) when, where and how it is proposed that the investigation will proceed including the date of a meeting with V/Line;
  - (iv) of the right to be represented or have a support person throughout the process; and
  - (v) that the investigation may result in disciplinary action, including (if relevant) termination at a later date.

## 15.2 **Notification**

- (a) The Employee will not be required to respond to the matters in the notification until the meeting with V/Line, but may choose to respond in writing prior to the time of the meeting.
- (b) Unless the Employee requests an earlier meeting, there will be at least three (3) business days between receipt of V/Line's notification and any scheduled formal meeting. The Employee may arrange for a support person/representative to attend the meeting if available. Should the Employee request an earlier meeting time it may not be possible to arrange a support person/representative to attend, and it is at the Employees discretion to participate in the meeting under these circumstances.

## 15.3 **Suspension or Transfer to Alternate Role**

- (a) If V/Line reasonably considers it is appropriate, having regard to the nature of the matter, V/Line may, at any stage of this procedure, elect to:
  - (i) suspend the Employee from normal duties;
  - (ii) transfer the Employee to alternative duties; or
  - (iii) transfer the Employee to an alternative work location.
- (b) V/Line will advise the Employee in writing of suspension or transfer and the period over which it extends.
- (c) The Employee will continue to receive payment as per their ordinary role (as per the Employee's roster) for this period of suspension or transfer except for any expense re-imbursements, travel or incidental payments that may have otherwise been applicable.

## 15.4 **Investigation**

- (a) The purpose of an investigation is to establish and confirm the facts.
- (b) An investigation will usually involve:
  - (i) interviewing and taking statements from all persons who may have relevant information;
  - (ii) obtaining all relevant information and documents;
  - (iii) involving the Employee(s) concerned when carrying out the investigation, plus being open and informative about the process of the investigation;
  - (iv) keeping comprehensive and accurate records relating to the investigation; and
  - (v) carrying out the investigation in an impartial, unbiased and open-minded manner (being objective).

## 15.5 **Meeting**

- (a) The Employee must attend all meetings as reasonably directed and cooperate about the matter. The Employee must not hinder V/Line's ability to conclude the matter effectively.
- (b) The issues and information that are relevant to the matter will be put to the Employee and the Employee will be given sufficient time and a reasonable opportunity to meaningfully respond and ask relevant questions. The Employee will be provided with natural justice in respect of their opportunity to respond to any allegations. The Employee will be provided with relevant evidence that has been presented to V/Line, subject to any obligations V/Line has to keep that information confidential. If V/Line

does not provide the Employee with all relevant evidence because it asserts that information is confidential V/Line will inform the Employee of the specific reasons or the statutory/contractual obligations which V/Line asserts to be bound by.

- (c) The Employee may have a support person/representative present at all meetings that relate to the matter. It is the Employee's responsibility to make any necessary arrangements for the attendance of the support person/representative.
- (d) The investigation should not be unreasonably delayed by the unavailability of a support person/representative.
- (e) A support person/representative may advocate for the Employee but any person who disrupts a meeting will be required to leave the meeting and the meeting will proceed without them.
- (f) If necessary further investigations may be conducted and there may be more than one (1) meeting with the Employee.

#### **15.6 Disciplinary Action**

Where allegations of unacceptable behaviour, misconduct or serious misconduct are substantiated, V/Line will give consideration to the particular circumstances in determining the appropriate disciplinary action and ensure that any disciplinary action is fair, reasonable, proportionate to the matter in question and that the managers conduct will be consistent with the procedure.

#### **15.7 Counselling or Additional Training**

V/Line may provide the Employee with counselling or give the Employee training in an area relevant to the complaint, incident or performance.

#### **15.8 Warning**

- (a) V/Line may give the Employee a written warning (including a written warning, or a Final written warning depending on the seriousness of the matter) that any repetition of behaviour or performance which is unacceptable, or which constitutes misconduct, may lead to further disciplinary action, further warning or termination of employment.
- (b) An Employee may request a review of a Final written warning (only) no earlier than two (2) years from the date of issue. This will be reviewed in accordance with V/Line's Discipline Procedure (HRPR – 33).

#### **15.9 Termination**

- (a) V/Line may terminate the Employee's employment if:
  - (i) the Employee has already received a prior warning or warnings in relation to unacceptable performance, behaviour or conduct; or
  - (ii) the Employee's performance, behaviour or misconduct is serious.
- (b) In circumstances where V/Line is considering terminating an Employee's employment, it will provide the Employee with three (3) business days to make submission as to the appropriateness of termination.

#### **15.10 Disputes arising under this clause**

- (a) Other than in respect to a decision to dismiss an Employee, a dispute under clause 10 may be initiated about the operation of this clause 15, however the status quo will only apply where the dispute is about an alleged breach of the processes set out in this clause 15.

- (b) The status quo will not apply on the proviso the process set out in clause 15 is being adhered to.

## **16 STAND DOWN**

- 16.1 V/Line may deduct payment for any time during which Employees cannot be usefully employed in the classes or grades of work in which those Employees are usually employed, because of any industrial action (other than industrial action organised or engaged in by V/Line), or any other cause whatsoever for which the Employer cannot justly be held responsible, subject to the following conditions.
- 16.2 When V/Line proposes to exercise the right conferred by this clause, it shall notify Employees affected. During the period such notification remains in force the Employees affected shall be deemed to be stood-down.
- 16.3 Employees who are stood-down shall be treated for all purposes, other than payment of wages, as otherwise having continuity of service and employment.
- 16.4 Employees who are stood-down may at any time during the period they are stood down, terminate their employment without notice and shall be entitled to receive as soon as practicable, all wages and other payments to which they are entitled up to the time of termination.
- 16.5 Employees whose employment is terminated under clause 16.4 shall for all purposes, other than payment in lieu of notice, be treated as if their employment had been terminated by V/Line without default of the Employee
- 16.6 Employees who are thus stood-down shall be at liberty to take other employment and, in such event, it shall be a reasonable excuse for not reporting for duty after being notified that they are required to attend for work with V/Line that they are working out a period of notice not exceeding one week which they are required to give in such other employment. In such instances, the Employees shall, if required by V/Line, furnish a statutory declaration setting out details of such other employment.
- 16.7 Employees whom V/Line proposes to stand-down shall, on application, be entitled to take any annual leave and accrued days to which they are entitled or which is accrued to them.
- 16.8 V/Line shall not be entitled to deduct payment for any public holiday which occurs during the period in which Employees are stood down and for which payment would be due in the ordinary course, except to the extent that Employees have become entitled to payment for the public holiday in other employment. Employees claiming payment for a public holiday shall, if required by V/Line, provide a statutory declaration setting out details of other employment during this period and the remuneration received there from.

## **17 TERMINATION OF EMPLOYMENT**

### **17.1 Termination by the employer**

V/Line may terminate the employment of an Employee, in accordance with the NES and by giving the relevant period of notice as set out below -

<b>Period of Continuous Service at the end of the day notice is given</b>	<b>Notice Period</b>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 year but not more than 5 years	3 weeks
More than 5 years	4 weeks

For Employees who are over 45 years of age and who have completed 2 or more years continuous service the notice period will be increased by a week

**17.2 Payment in lieu**

At V/Line's election payment in lieu of notice may be provided, for all or any part of the notice period. The payment for pay in lieu of notice is the rate that the Employee would have received for working the hours they would have worked had the employment continued until the end of the minimum period of notice.

**17.3 Termination by the Employee**

Unless otherwise agreed between the Employee and V/Line, the notice of termination by the Employee to V/Line will be the same as shown in the table in 17.1, except that the additional week for Employees over 45 does not apply. V/Line has the right to withhold the equivalent payment if such notice is not provided.

**17.4 Notice Period does not apply**

The notice period and payment in lieu of notice in this clause does not apply to Employees terminated in the following circumstances:

- (a) Serious misconduct or other grounds justifying instant dismissal.
- (b) An Employee engaged for a specific period or task including apprentices.

**18 REDUNDANCY**

18.1 Where V/Line has made a decision that it no longer wishes the job an Employee has been doing be done by anyone and this is not due to ordinary and customary turnover of labour, and that decision may lead to termination of employment, V/Line will hold discussions with the affected Employee and, where elected by the Employee, their representative(s), to explore opportunities to redeploy the Employee to another position if a suitable vacancy exists.

18.2 The discussions shall take place as soon as is practicable after V/Line has made a definite decision and shall cover the effects of the changes, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the Employee(s) concerned.

18.3 For the purposes of the discussion V/Line shall, as soon as practicable after making a decision but before any terminations, provide in writing to the Employee(s) concerned and, where elected by an Employee, the Employee's nominated



representative, all relevant information about the proposed terminations, including opportunities for redeployment into another position.

- 18.4 In the event that an Employee is not redeployed, that Employee may be entitled to a redundancy package as approved by Government.

## **19 TRANSFER OF BUSINESS**

In the event of V/Line selling, transmitting, assigning or otherwise transferring the whole or part of the business in which Employees covered by this Agreement are employed, and in the event of Employees being offered employment in that business by a new employer on terms and conditions substantially similar to and, on an overall basis, no less favourable than, the Employee's terms and conditions of employment with V/Line, and where service with V/Line counts as service with the new employer, then V/Line will not be liable for payment of any redundancy or severance payments in respect of the termination of employment of such Employees arising from the transfer.

## **20 SECURITY REQUIREMENTS**

- 20.1 The Parties covered by this Agreement recognise the importance of national security initiatives and the potential implications for public transport services. Therefore existing Employees and new Employees may be subject to probity checks.
- 20.2 It is also accepted that Employees may be required to carry building passes to gain access to certain facilities. Employees can also be required to carry identification/security passes and the established past practice of wearing name badges will be continued on a voluntary basis.

## **21 DRUG AND ALCOHOL SCREENING**

- 21.1 Employees are required to attend work fit for duty and with a zero alcohol blood content and free from drugs. V/Line has a process for "self identification" (as explained in SAPR-4)
- 21.2 Employees may be subject to Alcohol & Drug testing (in accordance with SAPR-4) on the following basis –
- (a) "For cause" Alcohol & Drug Testing
    - "For cause" if a Manager or Supervisor has reasonable grounds to suspect a breach.
  - (b) "Post Incident" Alcohol & Drug Testing
    - "Post Incident" testing to determine if alcohol or other drugs were a contributing factor or root cause.
  - (c) Random Alcohol & Drug Testing
- 21.3 **Random Alcohol and Drug Testing** (Clause 21.2(c)) will be conducted as following:
- (a) Where possible supervision will be provided at locations/times of random testing to manage any potential operational issues.
  - (b) Candidates will be decided either through the random selection of location and time or once at the location a draw process for individuals in situ.
  - (c) Employees will be provided with sufficient time within their shift to be tested under the random alcohol and drug screening process, not impinging upon their meal break or other rostered entitlements.

- (d) Employees will remain available to undertake normal duties for the remainder of their shift on that day.
  - (e) The procedure for random alcohol and drug testing will be by non-invasive tests (i.e. not urine or hair sampling testing) being conducted on site, except where an Employee returns a non-negative result.
  - (f) Drug testing shall be undertaken by the collection and analysis of an onsite saliva screening device (non-invasive) or (in NSW only), by urine sample and laboratory confirmation test.
  - (g) Refusal to submit to a test on request may result in disciplinary action.
- 21.4 The provisions of this clause do not operate to affect or alter any obligations arising under NSW rail accreditation requirements to the extent those requirements impose conditions on V/Line or Employees.
- 21.5 **Self Identification**
- (a) V/Line encourages any Employee who may be experiencing alcohol or other drug-related issues to raise the matter through self-identification with the appropriate manager on a confidential basis.
  - (b) V/Line will support any Employee who self-identifies, including through access to the Employee Assistance Program, paid or unpaid leave and other support to enable an Employee to engage in recommended treatment and if appropriate return to work. V/Line will continue to take a supportive approach to dealing with Employees who self-identify.
  - (c) An Employee who self-identified may be temporarily removed from their current position whilst provisions of clause 21.5(b) are being progressed.

## 22 TRAINING FOR DELEGATES

- 22.1 V/Line recognises Union Delegates. A Union Delegate is an Employee of V/Line who is elected under the rules or processes of the union and where V/Line has been notified by the union in writing of such appointment.
- 22.2 V/Line acknowledges that Union Delegates represent numerous members (who are V/Line Employees) in the workplace and that their representation rights in relation to matters that pertain to the employment relationship are integral to the application of the Agreement.
- 22.3 Subject to this clause, each RTBU delegate, with approval of the V/Line and upon application in writing, shall be granted up to five (5) days paid leave each calendar year, to attend courses conducted by the RTBU or a training provider nominated by the RTBU, that are designed to provide skills and competencies that will assist the delegate perform their functions that may include contributing to the prompt resolution of disputes and/or grievances in the workplace. This leave does not accrue from year to year.
- 22.4 The application to V/Line must be in writing and include the nature, content and duration of the course to be attended, and must be provided at least fourteen (14) days prior to the proposed training. V/Line may make reasonable requests for documentation from the union confirming an Employee's attendance.
- 22.5 The granting of leave pursuant to this clause shall be subject to V/Line being able to make adequate staffing arrangements amongst current Employees during the period of such leave.

- 22.6 Leave will be paid at the base rate of pay for the ordinary hours of work that the Employee was rostered to work during the leave. V/Line will not be liable for any additional costs (other than payment of wages) to the Union Delegate while the Union Delegate is on leave.

## **23 WORKPLACE DIVERSITY**

- 23.1 V/Line is committed to fostering a fair and inclusive working environment that values and utilises the contribution of its Employees with diverse backgrounds and experiences. V/Line will continue to develop the workplace diversity program to support the business value and the removal of employment-related bias that may be experienced by minority groups. This workplace diversity program aims to ensure V/Line and its Employees:
- Foster an inclusive culture of workplace diversity;
  - Recognise the advantages of, and helping make best use of, the diversity available in the workplace;
  - Improve attraction, retention and development of staff identifying with diversity groups;
  - Improve communication with and about staff who identify with diversity groups;
  - Help prevent all forms of discrimination, consistent with legislation and community expectations; and
  - Eliminate any employment-related disadvantage for staff in the department on the basis of their identification as a member of a diversity group.
- 23.2 V/Line will continue to develop the workplace diversity program by the use of the following practices:
- On-going development and continuous improvement of policies and procedures.
  - On-going development and delivery of educational programs.
  - Participation in diversity promotion (for example participate in activities such as 'A Taste of Harmony').
  - Provide reasonable adjustment to minority groups where appropriate.

## PART 4 - RATES OF PAY AND RELATED MATTERS

### 24 APPLICATION

This Part applies to all Employees covered by this Agreement in accordance with clause 6 except where specific clauses in this Part are expressed to exclude certain classifications.

### 25 RATES OF PAY

25.1 The rates of pay and allowances payable to Employees covered by this Agreement are set out in Schedule A of this Agreement.

#### 25.2 Rate Increases

- (a) The rates of pay set out in Schedule A of this Agreement reflect the increases set out in the following table, which is in recognition of the joint commitment to identify, evaluate and implement business and organisational improvements set out in this Agreement.
- (b) A 3% incentive payment (calculated on a pro rata basis on the annual base rate as at 31 May 2016 (being the rate prior to any increases arising from this Agreement)) will be paid to Employees who were employed by V/Line as at 31 May 2016 (the in-principle agreement date), in first full pay period after this Agreement has been approved by the FWC. Employees other than full time Employees with a full year of service as at 31 May 2016 will have their entitlement pro-rated in the same manner that the Project Facilitation payments are pro-rated (see clause 26.2(b) and 26.2(c)) having regard to the ordinary hours they worked in the 12 months up to 31 May 2016.
- (c) The overall increases in rates of pay and referred to in 25.2(a) above equate to 14%, as per the following table:

Effective from first full pay period to commence on or after:	Increase
1 July 2016	4.5%
1 January 2017	1.5%
1 July 2017	2.0%
1 January 2018	2.0%
1 July 2018	2.0%
1 January 2019	2.0%

- (d) Flat dollar allowances provided for in Parts 6, 7 and 8 of this Agreement will be increased in line with increases provided for in clause 26(c), except where otherwise specified.

### 26 PROJECT FACILITATION PAYMENTS

#### 26.1 Projects

The Parties to the Agreement are committed to supporting the following projects (the **Projects**):

- (a) The establishment of a Train Maintenance/Stabling Facility at Waurin Ponds (or at a final location as decided by the Victorian Government).

- (b) The upgrade of the Cranbourne – Pakenham Line including the removal of level crossings and station upgrades or renewal.
- (c) Level Crossing Removal Project – This previously announced Victorian Government initiative will result in approximately fifty level crossings progressively being removed from the metropolitan train network.
- (d) Murray Basin Project – The standardised dual gauge rail lines and civil and maintenance works in order to increase volumes, freight loads and increase train speed limits.
- (e) Bendigo Local Services Project - a train service to and from and within Bendigo and surrounding areas (being Epsom and Eaglehawk). The first stage to provide additional services will commence in 2016.
- (f) Integrated Operations - NCC / Central Project - The aim of the project is to enable NCC and Central to work more closely together and to produce an improved Operations function. It may involve the relocation of some areas of the business to enable improved cohesion.

## 26.2 **Payments to Employees for Project Facilitation**

- (a) Subject to the conditions outlined in this clause 26.2 and in addition to the payment outline in clause 25.2(b), V/Line will pay to each permanent Employee covered by this Agreement the following payments:
  - (i) At 30 June 2016 2.0% of their annual base rate of pay (**First Payment**)
  - (ii) At 1 July 2017 1.0% of their annual base rate of pay (**Second Payment**)

(together **the Payments**)
- (b) The amount paid to Employees, who are employed with V/Line on each of the payment dates respectively, will be based on the annual base rate of pay on a pro-rata basis:
  - (i) In respect of the First Payment, applicable immediately prior to 30 June 2016;
  - (ii) In respect of the Second Payment, applicable immediately prior to 1 July 2017 (to be clear this will not include the 2% rate increase scheduled for the first full pay period after 1 July 2017.)
- (c) Where an Employee has less than full time service over the relevant prior year (such as an Employee who joined V/Line part way through the relevant year, part-time Employee, or a job-share Employee), their ordinary annual rate of pay shall be calculated on a pro-rata basis, having regard to the ordinary hours they worked in the twelve months prior to 30 June 2016 (for the First Payment) and prior to 1 July 2017 (for the Second Payment).
- (d) The First and Second Payments will be made by V/Line to Employees in the pay period following the first full pay period after approval by Fair Work Commission and 1 July 2017 respectively. Tax will be deducted according to law, and superannuation contributions will be made in accordance with superannuation legislation.

26.3 For the avoidance of doubt:

- (a) The Projects will be implemented without unlawful industrial action; and
- (b) Employees will not be subject to any detriment or disadvantage of any nature (including the non-payment of the First or Second Payment) by the raising of concerns, disputes or grievances relating to any of the Projects; and
- (c) the Parties will not unreasonably withdraw their support of the Projects.
- (d) To the extent the implementation of any of the agreed projects involves a major change which is likely to have a significant effect on Employees, V/Line will consult with the effected Employees and their representatives about the effect of that major change.

## 27 SERVICE IMPROVEMENT PARTNERSHIPS.

27.1 The Parties covered by this Agreement support and will work through the development and commissioning of service improvements as set out below:

- (a) **Crew Resource Management** – The rolling out of this training package leading to improved teamwork, better customer service and performance, more effective communication and incident management .
- (b) **Safe On Time Departures** – Implementation of the revised departure process and associated procedures. This will involve a different strategy to develop how we depart trains safely and on time (wheels turning at 00secs) from our stations.
- (c) **HASTUS/TMS** (Refer to Clause 50) – The full deployment of these systems into the business. This includes a new rostering system and planning software. This is part of ROMS which was agreed as part of the last EA.
- (d) **Increased off peak services from early 2017** – working together to support the Governments initiatives to better connect the people of Regional Victoria.
- (e) **Melton Interim Turnback** – Agreement for an interim solution at Melton to enable a planned 3 car VLocity daily move and also use for degraded operations. The parties acknowledge the interim solution which will be for a fixed term (currently budget for the 2018/19 financial year) and refer to the broader Government project. The interim solution will operate during daylight hours only unless adequate lighting is provided. V/Line also commits to providing regular updates on the progress of the broader project to the nominated RTBULD representative.
- (f) **Driver Route Knowledge** – Revised process for the assessment of Driver Training requirements for new infrastructure or changes on learnt routes.
- (g) **Electronic Train Orders (ETO)** – V/Line intends on improving safety and performance with an engineering upgrade that allows for ETO's to be received electronically.
- (h) **Driver Regional Medicals** – Category 1 assessments to be conducted in the relevant region and training or available time to complete shift. Where an Employee requests to attend the Category 1 fitness assessment with a specific doctor in a different location to their depot, the Employee will be asked for a reason and on a case by case basis this may be authorised by the relevant Manager. Any travel required for this revised appointment will be in the Employee's own time as they may be required to attend training or complete other duties within the remainder of their shift.

- 27.2 To the extent the implementation of any of the agreed projects involves a major change which is likely to have a significant effect on Employees, V/Line will consult with the effected Employees and their representatives about the effect of that major change.

## **28 PAYMENT OF WAGES**

- 28.1 Employees will be paid fortnightly by electronic funds transfer to the Employees nominated back account.

## **29 RECOUPMENT OF OVERPAID SALARY/WAGES**

- 29.1 The Parties covered by this Agreement recognise that V/Line may seek the authority of an Employee to deduct monies owing from an Employee's termination payment. If the monies owing exceed the amount of termination payment, the Employee will pay the balance owing to V/Line on, or before, the date of termination.
- 29.2 It is agreed between the Parties covered by this Agreement, where it is established that an overpayment of salaries/wages and/or allowances has occurred, Employees have an obligation to repay such monies. It is acknowledged that when such amounts involve large sums of money and may potentially cause hardship for the Employee, V/Line will negotiate with the Employee to arrange a payment plan which eases the hardship.
- 29.3 In the case of no agreement on the terms of repayment, the Employee agrees to making repayments which do not exceed one tenth (1/10) of the Employee's salary or wages per fortnight. The Employee may agree to have these amounts deducted from their wages.
- 29.4 Where such repayments/deductions are made, and the Employee still has concerns, the Employee(s) concerned may apply to the Executive General Manager – Health, Safety People and Environment for the weekly amount of the repayments to be reduced.
- 29.5 The decision made by the Executive General Manager – Health, Safety People and Environment may be appealed in writing to the CEO.
- 29.6 Without derogating from the above, V/Line must consider any proposal made by the Employee with respect to the repayment of the overpayment before making any deduction.

## **30 SUPERANNUATION**

- 30.1 An Employee, who has remained a member of one of the various Victorian State Superannuation funds ("defined benefit" schemes) will continue to receive the prescribed employer contributions (to the fund on his/her behalf), and he/she is obliged to make Employee contributions, at the percentage rates prescribed by those funds.
- 30.2 For a Professional Locomotive Operating Grade Employee who is paid an All Purpose Rate of pay, that rate of pay will be used as the rate for those who are members of the Victorian State Funds (i.e. the revised, New and Transport Schemes).
- 30.3 For Employees who are not a member of a defined benefit scheme, V/Line will make contributions to the Superannuation Trust of Australia, Vic Super, compliant Self Managed Superannuation Funds or other compliant Funds nominated by Employees

and approved by V/Line on behalf of all other Employees regardless of age at the rate stipulated under the applicable Superannuation Guarantee legislation.

30.4 Monies allocated under salary sacrifice arrangements that are available or become available under the provisions of clauses:

- (a) clause 31 - Salary Packaging for Superannuation; or
- (b) clause 57 – Extra Day Off

can only be paid into one of the schemes referred to in clause 30.3.

### **31 SALARY PACKAGING FOR SUPERANNUATION**

31.1 Approval from the Office of the Minister for Finance (Victoria) to proceed with arrangements that allow V/Line Employees to salary sacrifice earnings into Revised, New and State Employment Relations Board and/ or Transport Schemes (whichever applies) will continue to operate subject to the following conditions:

- (a) Salary packaging under this Agreement will be limited to superannuation and subject to the maximum tax deductible contributions specified by the Australian Taxation Office (ATO) as varied from time to time.
- (b) Salary packaging of superannuation is introduced on the basis that it will not result in an additional cost to V/Line and must be permitted by law.
- (c) Individuals who elect to access salary packaging under these arrangements will be required to permanently surrender their interstate travel pass; provided that this requirement will not be applied retrospectively to Employees who were participating in salary sacrifice arrangements as at 1 June 2005.
- (d) In offering salary packaging it is the responsibility of Employees to obtain independent financial and taxation advice before entering into any salary packaging arrangement.
- (e) Alterations to packaging arrangements shall only be allowed on a once per annum basis in July of each year.
- (f) These arrangements shall also be extended to Employees who are members of other complying superannuation funds from the same date as those referred to above as might be approved by the Minister.

### **32 ACCIDENT MAKE UP PAY**

32.1 An Employee, who is in receipt of workers compensation payments, may also receive payment from V/Line of an amount equal to the difference between the workers compensation payment and the Employee's Ordinary Rate of Pay for a maximum period of fifty-two weeks.

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

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

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



- 32.5 An Employee off duty and in receipt of accident pay shall continue to receive payments of any acting in higher allowance being paid at the time of the injury for the full period that they would have continued to so act.
- 32.6 Where an Employee has submitted a claim for workers compensation and there has been a delay in submitting the required documentation to make weekly payments (e.g. medical certificates and/or claim forms), they may be paid sick pay in lieu (subject to the availability of comparative sick leave credits,) pending determination of the claim. On acceptance of a claim, sick leave used under this clause for the claim will be re-credited. In the event that there is no sick leave credits available, other leave may be used, subject to the usual approval process.

### 33 FIRST AID ALLOWANCE

Employees appointed by V/Line to perform first aid duty shall be paid a weekly allowance as specified in set out in Table 8 of Schedule A of this Agreement provided that such Employees shall be required to pass the specified first aid examination every three years.

### 34 MOTOR VEHICLE

In the case where V/Line requires an Employee to use their personal vehicle or motor cycle for work purposes (other than travel to and from work), the Employee will be entitled to claim re-imbusement for such use based on the ATO per kilometre rates, as amended from time to time.

### 35 DRIVING A COMPANY VEHICLE

- 35.1 Employees holding a current car driving licence may drive V/Line company vehicles as per rotation. Should the Employee not hold a current licence, other arrangements will be made. When an Employee is required to drive company vehicles for purposes in connection with their work or transfer arrangements, this time to be paid at the applicable hourly rate for the time allowances as specified in clause 35.3
- 35.2 Company vehicles will not be driven by Professional Locomotive Grade Employees or Conductors who have an excess of eight hours on duty since their sign on time except by agreement.
- 35.3 **Time Allowance for Travel per Motor Vehicle**
- (a) 10 mins plus additional time for distance as shown.
- (b) Road vehicle travelling times (based on 80 km/h)

Distance (km's)	Time Allowed
5	5mins
10	8mins
15	10mins
20	15mins
30	25mins
40	30mins
50	40mins
60	45mins

70	55mins
80	60mins
90	70mins
100	75mins
200	150mins
300	225mins
400	300mins

- (c) The table in subclause (b) above is a guide only and Employees are obliged to observe Vic Roads speed limits and road conditions at all times. Where it is known that travel involves negotiating metropolitan traffic and in particular, peak hour traffic, additional time should be allowed and/or if train crews are delayed, crews must indicate actual time involved in travelling on timesheet.

### **36 RELIEVING IN HIGHER POSITIONS ALLOWANCES**

- 36.1 Employees engaged for more than two (2) hours on one shift on duties carrying a higher rate than their ordinary classification shall, if the minimum rate for such classification is higher than their ordinary rate, be paid such minimum rate for such shift. If engaged for two hours or less on one shift they shall be paid such minimum rate for the time worked.
- 36.2 The Employer shall reclassify any Employee to a personal classification at the level of the higher position in which an Employee has acted in for any period or periods which amount to six (6) months or greater than six (6) months (in any continuous twelve month period) provided that the higher position does not have a permanent incumbent appointed to it and is a vacant position.

### **37 TRAVEL PASS ENTITLEMENTS**

- 37.1 Travel pass entitlements will be as follows:

(a) **Eligibility -**

An Employees Free Travel Authority ("EFTA") and touch-card will be issued to full time and permanent part time Employees of V/Line for the respective period of their employment.

Casual and temporary Employees and Supplementary Labour are not eligible to be issued with an EFTA.

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

An Employee who has been granted approval to be absent for greater than 4 weeks leave without pay or due to unforeseen circumstances has been absent on leave without pay, must surrender their EFTA and touch-card prior to departure for such leave or as soon as possible after it becomes known that the unforeseen circumstances will necessitate an absence of more than 4 weeks. The only exceptions are for periods of authorised sick or injury leave covered by a medical certificate.

(c) **Return of EFTA**

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

**(d) Travel Availability**

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

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

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

- (i) Interstate trains beyond Albury or Wolsley
- (ii) Chartered trains, trams and buses
- (iii) Tourist railways and trams
- (iv) Privately operated train (i.e. GSR, NSW TrainLink)
- (v) Privately operated country and provincial city route buses unless designated a V/Line service; and
- (vi) other services as determined by Public Transport Victoria.

**(f) Reservations**

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

**37.2 Intrastate and Interstate Leave Passes**

V/Line will provide access to Intrastate and Interstate Leave Passes for eligible Employee in accordance with the relevant procedure.

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

**(a) Application**

This clause provides for the issue of the R.E.T.A to certain Employees of V/Line in certain circumstances and applies to two classes of Employees; those who retire (including due to ill health) and those whose employment is terminated by reason of redundancy.

**(b) Entitlement on retirement**

A R.E.T.A will only be provided to an Employee who was employed by the Public Transport Corporation (PTC) prior to privatization on 29 August 1999 ("Eligible R.E.T.A Employee") and who meet the following criteria. Employees who commenced with any of the subsequent Companies/Employers after that date are ineligible for an R.E.T.A regardless of years of service. Eligible R.E.T.A Employees whose employment is terminated during the operation of this Agreement:

- (i) due to ill-health (either by V/Line or by the Employee); or
- (ii) by the Employee in circumstances where that Employee has reached the minimum retirement age (age 55), and who, at the time of the termination of their employment, had:

- (A) at least 20 years of service with V/Line Pty Ltd or a predecessor organization (including service with the Public Transport Corporation before 29 August 1999) and;

- (B) were Employees who transferred from the Regional Network and Access – Infrastructure Group - to V/Line on 4 May 2007

are entitled to R.E.T.A. benefits in accordance with Clause 37.3(c) below.

- (c) On or before the termination of the employment of an Employee described in clause 37.3(b) V/Line will issue to that Employee:

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

- (d) **Entitlement on redundancy**

Employees who during the operation of this Agreement:

- (i) have their employment with V/Line terminated by reason of redundancy;
- (ii) are entitled to a severance payment; and
- (iii) at the time of the termination of their employment had at least 20 years of service with V/Line Pty Ltd or a predecessor organization (including service with the Public Transport Corporation before 29 August 1999); and
- (iv) have reached the minimum retirement age;
- (v) will and prior to their termination, be issued with a principal R.E.T.A. for use by the Employee after the termination of their employment together with additional subsidiary R.E.T.A's for use by their spouse and each of their eligible dependants.

- (e) **Benefits on death of an Employee**

In circumstances where an Employee was entitled to R.E.T.A. benefits in accordance with this clause 37.3 at the time of their death, V/Line will issue the Employee's benefits in respect of R.E.T.A. passes that may be utilised by the Employee's spouse and/or eligible dependants directly to the spouse and/or eligible dependants.

- (f) **Ineligibility**

- (i) Employees who commenced employment with V/Line or a predecessor organization after 28 August 1999 are ineligible for a retirement pass even if they achieve 20 years' service.
- (ii) Employees who cease employment via dismissal or termination (disciplinary action) will not be eligible to receive a R.E.T.A.

- (g) **R.E.T.A.**

The R.E.T.A is a travel pass which authorises the holder to concession travel without charge on certain public transport services. The R.E.T.A can only be issued to the eligible spouse and dependent children at or after the Employee turns 55 years of age (the Nominal Retirement age) and subject to the Employee retiring. The conditions contained in clause 37.3(b) must be met for the issue of an R.E.T.A. The terms of all R.E.T.A.s are subject to terms and conditions imposed by V/Line from time to time;

Without limiting clause 37.3(e) the terms of a R.E.T.A. issued to an Employee who on 29 August 1999 had less than 20 years of service with the Public Transport Corporation will not provide for intersystem travel concessions;

Those sections of clause 31 which refer to the permanent surrender of interstate travel passes take precedence over the provisions of this clause.

## PART 5 - TYPES OF LEAVE, PUBLIC HOLIDAYS AND OTHER MATTERS – ALL EMPLOYEES

### 38 APPLICATION

This Part applies to all Employees covered by this Agreement in accordance with clause 6 except where specific clauses in this Part are expressed to exclude certain classifications.

### 39 ANNUAL LEAVE

- 39.1 Employees other than a Shift Worker to whom clause 39.2 applies, shall be entitled to four (4) weeks paid annual leave, exclusive of any public holidays that occur during the period of annual leave for each year of service.
- 39.2 Shift Workers who regularly work on Sundays and public holidays shall be entitled to five (5) weeks paid annual leave for each year of service.
- 39.3 Employees shall be entitled to take annual leave by agreement with V/Line.
- 39.4 The following periods do not count as service for annual leave accrual purposes:
- (a) any period of unauthorised absence;
  - (b) any period of unpaid leave or unpaid authorised absence other than;
    - (i) a period of absence on Community Service Leave taken under the provisions of clause 47; or
    - (ii) a period of stand down under the provisions of clause 16; or
    - (iii) a period of leave or absence of a kind as prescribed by the Fair Work Regulations 2009; and
    - (iv) as provided for in clause 39.5; or
  - (c) as otherwise provided by the *Fair Work Regulations 2009*.
- 39.5 For these purposes, in any calendar year, service shall not be deemed to be broken by any of the following:
- (a) Absence on worker's compensation up to a maximum period of 52 weeks.
  - (b) Absence on paid leave.
  - (c) Authorised leave without pay up to 12 continuous weeks, provided that for any authorised leave without pay exceeding 12 continuous weeks the annual leave entitlement shall be reduced as follows:
    - (i) More than 12 weeks but less than 24 weeks – one quarter.
    - (ii) 24 weeks but less than 36 weeks – one half.
    - (iii) 36 weeks but less than 48 weeks – three quarters
    - (iv) 48 weeks or more – all leave due.
- 39.6 An Employee's entitlement to paid annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.
- 39.7 At locations where Annual Leave is rostered, the leave roster including the frequency and duration of leave will be agreed at a local level by the Employees on that roster. The roster should ensure Employees are able to take a block of Annual Leave at

least once per year. If unable to be agreed locally the leave roster will default to the current pattern as at the commencement of the agreement.

- 39.8 Where an Employee has accrued in excess of eight (8) weeks annual leave or ten (10) weeks for a Shift Worker, and V/Line and the Employee are unable to reach agreement on the taking of the leave, V/Line may direct the Employee to take up to 25% of the leave owing at the time any such direction is given.
- 39.9 Where a direction to take a period of leave in accordance with clause 39.8 above is given, Employees shall be provided, with one month's notice of the date on which annual leave is to commence.
- 39.10 Employees may elect, with the prior written consent of V/Line, to take annual leave in single day periods, not exceeding five days in any calendar year, at a time or times agreed between them.
- 39.11 Prior to commencing annual leave, Employees shall be paid for such period of annual leave at their relevant rate of pay which shall include the following payments in respect of continuous periods of acting-in-higher grades during the 52 week period immediately prior to the leave being cleared.
- (i) Staff on 38 hour per week/nineteen day cycle or block book off systems:
- |                                          |                     |
|------------------------------------------|---------------------|
| From 497 to 992 hours acting in higher   | 25% at higher rate  |
| From 993 to 1488 hours acting in higher  | 50% at higher rate  |
| From 1489 to 1836 hours acting in higher | 75% at higher rate  |
| From 1837 to 1984 hours acting in higher | 100% at higher rate |
- (ii) Staff working 10 shifts each fortnight:
- |                                         |                     |
|-----------------------------------------|---------------------|
| From 65 to 129 shifts acting in higher  | 25% at higher rate. |
| From 130 to 194 shifts acting in higher | 50% at higher rate  |
| From 195 to 241 shifts acting in higher | 75% at higher rate  |
| From 242 to 260 shifts acting in higher | 100% at higher rate |
- 39.12 Where an Employee acts in more than one higher grade or class and the accumulated time of the highest classification does not allow for any entitlement at that classification, the time so acted is to be added to the next highest and so on.
- 39.13 **Annual Leave Loading**
- (a) In addition to payment for annual leave, the following annual leave loading shall apply:
- (i) Employees (excluding Shift Workers to whom clause 39.2 applies, Professional Locomotive Operating Grades Employees (who are covered by Part 7), Passenger Operations Employees (who are covered by Part 8)) shall be entitled to an annual leave loading of 17.5% paid proportionately to the amount of annual leave taken and paid at the same rates of pay as the leave to which it applies;
- (ii) Shift Workers to whom clause 39.2 applies (excluding Professional Locomotive Operating Grades Employees (who are covered by Part 7) and Passenger Operations Employees (who are covered by Part 8)) shall be entitled to payment of annual leave loading of 20% paid proportionately to the amount of annual leave taken and paid at the same rate of pay as the leave to which it applies.

#### 39.14 **Annual Leave Reduction Plan**

- (a) Employees may apply to cash out annual leave entitlements, provided such payments:
  - (i) are restricted to minimum periods of not less than two weeks;
  - (ii) are in blocks of completed weeks; and
  - (iii) do not reduce overall annual leave entitlements below four weeks after payment is made.
- (b) Any agreement for the cashing out of annual leave under this clause must be set out in writing by the Employee and approved by the Employer on each occasion cashing out is requested.
- (c) Employees must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has foregone.

#### 40 **ANNUAL SHUTDOWN LEAVE**

- 40.1 V/Line may close down a part of the "Head Office" for the purpose of allowing annual leave to all or the majority of the Employees in the part concerned, provided that:
- (a) V/Line gives not less than four weeks notice of intention to do so; and
  - (b) an Employee who has accrued sufficient leave to cover the period of the close down, is allowed leave and also paid for that leave at the appropriate rate; and
  - (c) an Employee who has not accrued sufficient leave to cover part or all of the close down, is allowed paid leave for the period for which they have accrued sufficient leave and given unpaid leave for the remainder of the closedown; and
  - (d) any leave taken by an Employee as a result of a close down pursuant 40.1(c) also counts as service by the Employee with their employer; and
  - (e) V/Line may only the close down "Head Office" part of the enterprise over the Christmas/New Year for one period in a year; and
  - (f) V/Line may close down the part of the enterprise "Head Office" for a period of up to 14 days including non-working Public Holidays days.
- 40.2 For the purpose of clause 40 "Head Office" reference to non-operational and administrative Employees based at 750 Collins Street Docklands, 628 Bourke Street Melbourne and other depot/office locations which perform an administrative function.

#### 41 **PUBLIC HOLIDAYS**

- 41.1 This clause 41 does not apply to Professional Locomotive Operating Grade Employees, other than Locomotive Trainee New (Locomotive Driver 1), or Passenger Operations Employees. For the avoidance of doubt, clause 107 of Part 7 of this Agreement applies to Locomotive Operating Grade Employees and clause 123 of Part 8 of this Agreement applies to Passenger Operations Employees.
- 41.2 Except as provided for elsewhere in this Agreement, Employees are entitled to holidays, without loss of pay, on the following days:
- (a) Good Friday, Saturday before Easter Sunday, Easter Sunday and Easter Monday;
  - (b) Christmas Day provided that when it falls on a Saturday or Sunday a holiday in lieu shall be observed on the 27 December;



- (c) Boxing Day provided that when it falls on a Saturday or Sunday an additional day is to be observed on the 28 December;
- (d) New Year's Day provided that when it falls on a Saturday or Sunday an additional holiday shall be observed on the next Monday;
- (e) Australia Day provided that when it falls on a Saturday or Sunday a holiday in lieu shall be observed on the next Monday.
- (f) Any of the following days which are proclaimed by the Victorian Government: Labour Day, Anzac Day, Queens Birthday and Melbourne Cup Day. (Where, in a particular work region, a different public holiday (or part day/s) is proclaimed instead of Melbourne Cup Day, the Parties agree to substitute that different day (or part day/s) for Melbourne Cup Day, so that the Melbourne Cup public holiday applies to all Employees (to the exclusion of the alternative day (or part day/s)).;
- (g) If, during the life of this Agreement, the Victorian Government introduces additional public holidays or reduces the number of public holidays, then that public holiday will be added or subtracted from the list set out in clause 41.2.

41.3 In respect of Shift Workers (only), the Parties to this Agreement agree that where Christmas Day or Australia Day falls on a Saturday or Sunday, then the public holiday will be observed on that Saturday or Sunday instead (and in substitution of) the holiday in lieu referred to in clause 41.2(b) and 41.2(e) above. This means that the associated penalties/benefits provided for elsewhere in this clause 41 for working or not working on a public holiday will not apply to Shift Workers on the dates of substituted arrangements referred to in 41.2(b) and 41.2(e) but rather will only apply on the actual day of Christmas Day and Australia Day where either of those days falls on a Saturday or Sunday.

41.4 V/Line 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.

41.5 Clause 41.2 above does not apply to Employees who are not available for duty on unpaid leave or absent on Workcover payment.

### **Payment for Public Holidays**

41.6 A full-time or part-time Employee who is required to work on a public holiday is to be paid for the time worked at the rate of double time and a half for the actual hours worked on the public holiday;

41.7 An Employee who is ordinarily not required to work on the day of the week on which a particular holiday is observed shall not be entitled to any benefit for any such public holiday unless required to work on the public holiday. For example:

- (a) Payment will not be made for the public holiday for Easter Saturday, Easter Sunday or Anzac Day when it falls on a Saturday or Sunday, if the Employee is not rostered for duty on those days.
- (b) Where a part-time Employee's rostered work days do not include the relevant public holiday, they will not be entitled to any payment for that day. (However part-time Employees whose rostered paid hours fall on a public holiday, but who are not required to work that day shall not lose pay for that day.)

**Special provisions for Shift Workers**

- 41.8 For the life of the Agreement, an Employee who is a Shift Worker who regularly works Sundays and public holidays and is ordinarily not required to work any hours on the day on which a particular holiday is observed can nominate themselves as “available to work”. If an “available to work” employee is, despite being available, not actually required to work, they will receive a day’s payment at their Ordinary Rate of Pay. If an Employee is not “available to work”, then no payment applies.
- 41.9 For the purposes of determining whether a Shift Worker is “available to work”:
- (a) An Employee will be deemed ‘available’ unless:
    - (i) they have made themselves ‘unavailable’;
    - (ii) they are on paid or unpaid leave over the period in which the public holiday falls;
    - (iii) V/Line attempts to contact the Employee to confirm availability and they are unable to work or unable to be contacted (after reasonable attempts by V/Line) up to and including the day on which the public holiday falls;
    - (iv) they are absent for any reason on their shift immediately prior to or after the public holiday unless:
      - (A) If their absence is due to personal leave, they produce a valid medical certificate for all personal leave taken immediately prior to and/or after the public holiday; and in respect of public holiday itself, a valid medical certificate that establishes that the Employee is available and fit to perform their duties on the public holiday.
      - (B) If their absence is due to pre - approved leave, they establish, to V/Line’s reasonable satisfaction that they were in fact available to work on the public holiday.
- 41.10 To be clear, clauses 41.8 and 41.9 only apply where the Employee was not otherwise rostered or ordinarily required to work on the public holiday. If an Employee is rostered or would ordinarily be required to work on a public holiday, but is in fact not required to work, they are paid their ordinary hours for the day (as per scenario 6 below).

**41.11 Summary Table**

Scenario & Clause	As per Master Roster #	Employee	Pay arrangements
<b>NON SHIFT WORKERS</b>			
1 41.6	Employee is rostered ON	Required to work and works	Paid Public Holiday rates (double time and a half for all hours on the Public Holiday).
2 41.6	Employee is rostered OFF	Required to work and works	As per option 1, with a minimum payment of 4 hours
3 41.2	Employee is rostered ON	Not required to work	Takes the Public Holiday (day off) paid at the ordinary rate of pay. Counts as a non worked shift.

4 41.7	Employee is rostered OFF	Not required to work	No pay
<b>SHIFT WORKERS</b>			
5 41.6	Shift Worker is rostered ON	Required to work and works	Paid Public Holiday rates (double time and a half for all hours on the Public Holiday).
6 41.2	Shift Worker is rostered ON	Not required to work	Paid at the Ordinary Rate of Pay. Counts as a non worked shift.
7 41.8	Shift Worker is rostered OFF	Is 'available' but is not required to work	Paid at the Ordinary Rate of Pay. Does not count as a shift.
8 41.9	Shift Worker is rostered OFF	Has made themselves unavailable or is deemed 'unavailable'	No pay

# Master Roster = Where an Employee would normally be rostered factoring in applicable local roster rotations without any alterations due to public holidays.

## 42 LONG SERVICE LEAVE

- 42.1 An Employee is entitled to 13 weeks long service leave ("LSL") with pay after the completion of ten (10) years continuous service. After the initial ten (10) years, LSL will accrue at the rate of 1.3 weeks per completed year. Part-time Employees will accrue LSL on pro-rata basis.
- 42.2 When an Employee has completed at least seven (7) years continuous service:
- (a) Pro rata LSL may be taken with the approval of V/Line; and
  - (b) If their employment ceases for any reason, payment for pro rata LSL will be made.
- 42.3 In cases when an Employee retires on account of age or ill health, dies or is terminated on the grounds of redundancy, the Employee is entitled to payment for LSL following a minimum of four (4) years completed continuous service which is computed pro rata on the basis of 1.3 weeks leave for each completed year of service.
- 42.4 An Employee is entitled to take LSL at a particular time nominated by the Employee, by giving V/Line at least six months' written notice, subject to an agreed quota to be managed locally. The length of written notice may be reduced by agreement between V/line and the Employee.
- 42.5 Other than the above clauses the terms and conditions of the *Long Service Leave Act 1992 (Vic)* (as amended or replaced from time to time) continue to apply to V/Line and the Employees. If there is any inconsistency between this clause and any provision of the *Long Service Leave Act 1992 (Vic)*, the more favourable provision (to Employees) will apply.

## 43 PERSONAL/CARER'S LEAVE

- 43.1 The provisions of this clause apply to all Employees.

## 43.2 Definitions

The term “**immediate family**” includes:

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

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

The terms “**de facto partner**” has the same meaning as in the Act.

## 43.3 Amount of paid personal/carer’s leave

- (a) Paid personal/carer’s leave will be available to an Employee when they are absent:
  - (i) because they are unfit for work due to personal illness or injury affecting the Employee (sick leave); or
  - (ii) for the purposes of providing care or support to a member of the Employee’s immediate family, or a member of the Employee’s household who requires care and support because of a personal illness, or personal injury affecting the member or an unexpected emergency affecting the member (carer’s leave); or
  - (iii) because of the requirement to provide ongoing care and attention to another person who is wholly or substantially dependent on the Employee, provided that the care and attention is not wholly or substantially on a commercial basis.
- (b) The amount of personal/carer’s leave to which a full-time Employee (who commenced with V/Line from the commencement date of the agreement) is entitled accrues in accordance with the following:
  - (i) Upon commencement of employment an Employee will be credited (in advance) five (5) days of personal/carer’s leave.
  - (ii) At the completion of four (4) months service an Employee’s entitlement to paid personal/carer’s leave will accrue on a daily basis according to the Employee’s ordinary hours of work; and
  - (iii) For each year of service with V/Line, full-time Employees are entitled to fifteen (15) days of paid personal/carer’s leave.
- (c) The amount of personal/carer’s leave to which a full-time Employee (who commenced with V/Line prior to the commencement date of the agreement) is entitled accrues in accordance with the following:
  - (i) Employee’s entitlement to paid personal/carer’s leave will accrue on a daily basis according to the Employee’s ordinary hours of work; and
  - (ii) For each year of service with V/Line, full-time Employees are entitled to fifteen (15) days of paid personal/carer’s leave; and
  - (iii) At the end of the first twelve (12) months of employment with V/Line, full time Employees will be granted an additional once off fifteen (15) days personal/carers leave.
- (d) An Employee shall not be entitled to paid leave of absence for any period in respect of which they are entitled to accident pay or workers’ compensation. Employees may utilise their sick leave entitlements pending acceptance of liability for a workers

compensation claim. If the workers compensation claim is accepted the Employee will be re-credited leave paid from sick leave credits.

- (e) An Employee shall be paid personal/carer's in accordance with the Employees Ordinary Rate of Pay unless otherwise provided.
- (f) Years of service or year of service for the purpose of this clause means the period date of commencement of employment (with V/Line) in any year and the anniversary of the commencement of employment in the next year.
- (g) Unused personal/carer's credits shall accumulate from year to year without limitation but unused personal/carer's leave will not be paid out on termination of employment.
- (h) Employees who are directly involved in an industrial stoppage or any industrial action will not be entitled to paid leave of absence for any illness or injury on any working day or shift reduced by the stoppage or any industrial action unless the absence extends beyond that day or shift and is fully covered by a medical certificate.
- (i) An Employee may be granted paid leave of absence provided the absence from duty due to illness or injury commenced prior to the day of the stoppage and such period is covered by a medical certificate.
- (j) Payment of personal/carer's leave is subject to compliance with the notice and evidentiary requirements of sub-clauses 43.5 and 43.6.

#### **43.4 Personal/Carer's Leave**

- (a) An Employee is entitled to use the full amount of their paid personal/carer's leave entitlement for the purposes of absences through sick leave and or carer's leave, subject to the conditions set out in this clause.
- (b) In cases where paid personal/carer's leave entitlements have been exhausted, V/Line and Employees concerned may agree on extending the absence as leave without pay. Alternatively, Employees are entitled to a period of up to two (2) days unpaid carer's leave for each permissible occasion a member of the Employee's immediate family or household is sick or otherwise in need of care as specified in sub clause 43.3(a)(ii) and in the circumstances specified in sub clause 43.3(a)(iii).
- (c) Unpaid carer's leave may be taken as a single continuous period or any separate periods agreed between the Employee and V/Line.

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

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

#### **43.6 Evidence Supporting Claim**

- (a) **Personal Illness or Injury (sick leave)**
  - (i) Subject to clause 43.6(iii) applications for leave of absence on the grounds of personal illness or injury must be supported by a medical certificate from a registered health practitioner which must state that in the practitioner's opinion, the Employee is unfit for work because of personal illness or injury.

- (ii) Where exceptional circumstances arise that the Employee (other than Passenger Operations Employees to whom clauses 122.4(g) & 122.4(h) apply), 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. Failure to provide sufficient information about why a medical certificate could not be obtained will result in the paid leave application being rejected.
  - (iii) V/Line may grant leave of absence on the grounds of illness, without the production of a medical certificate, up to five days in aggregate in any sick leave year of service. The maximum number of consecutive days that will be granted by V/Line without a medical certificate will be three.
  - (iv) An Employee shall not be required to furnish a medical certificate in respect of any period whilst an inpatient at a registered hospital or where the V/Line's medical indicates unfitness for duty following a medical examination.
  - (v) V/Line may at its discretion, allow Employees to take additional paid leave where they have used all their sick leave entitlements.
- (b) **Carer's Leave**
- (i) When taking leave to care for members of their immediate family or household who require care and support due to an unexpected emergency or illness, or in the circumstances set out by sub clause 43.3(a)(iii), the Employee must, if required by V/Line, establish by production of a medical certificate from a registered health practitioner, evidence supporting that the illness or the nature of the emergency resulted in the person concerned requiring care by the Employee.
  - (ii) Where exceptional circumstances arise that the Employee (other than Passenger Operations Employees to whom clauses 122.4(g) & 122.4(h) apply), is unable to obtain a medical certificate, then a statutory declaration can be submitted stating;
    - (A) The reason why a medical certificate could not be obtained; and
    - (B) The reason for the absences; and
    - (C) Where carers leave is taken, that no other person has taken leave to care for that person.
  - (iii) Failure to provide sufficient information about why a medical certificate could not be obtained will result in the paid leave application being rejected.
  - (iv) The entitlement to use carer's leave in accordance with this clause is subject to the person concerned meeting the requirements set out in sub clauses 43.3(a)(ii) and 43.3(a)(iii).
  - (v) In normal circumstances an Employee must not use carer's leave in accordance with this subclause where another person has taken leave to care for the same person.

#### **44 BEREAVEMENT LEAVE / COMPASSIONATE LEAVE**

- 44.1 The provisions of this clause apply to all Employees.

#### 44.2 **Paid leave entitlement**

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

#### 44.3 **Unpaid bereavement Leave**

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

### 45 **UNSCHEDULED LEAVE ABSENCES**

Unscheduled leave absences (e.g. sick leave and bereavement leave) will be considered as follows:

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

### 46 **PARENTAL LEAVE**

- (a) Employees are entitled to unpaid parental leave in accordance with the NES and this clause.
- (b) Full-time and part-time Employees are entitled to parental leave as provided in this clause if the leave is associated with:
  - (i) The birth of a Child of the Employee or the Employee's Spouse; or
  - (ii) The placement of a child with the Employee for adoption; and
  - (iii) The Employee is the Primary Caregiver or the Secondary Caregiver.
- (c) Any eligible casual Employees shall be entitled to unpaid parental leave under this clause in accordance with the NES.

#### 46.2 **Definitions**

- (a) **"Child"** means:
  - (i) In relation to birth-related leave, a child (or children from a multiple birth) of the Employee or the Employee's Spouse;
  - (ii) In relation to adoption-related leave, a child (or children) who will be placed with the Employee for the purposes of adoption, and:

- (A) Who is or will be, under the age of 16 as at the day of placement, or the expected day of placement;
  - (B) Has not, or will not have, lived continuously with the Employee for a period of 6 months or more as at the day of placement, or the expected day of placement;
  - (C) Is not (otherwise than because of the adoption) a child of the Employee or the Employee's spouse.
- (b) **"Employee Couple"** has the same meaning as in the Act.
  - (c) **"Primary Caregiver"** means the person who is the primary carer of a newborn or newly adopted Child. The primary carer is the person who meets the Child's physical needs more than anyone else. Only one person can be a Child's primary carer on a particular day. In most cases the Primary Caregiver will be the birth mother of a newborn or the initial primary carer of a newly adopted child.
  - (d) **"Secondary Caregiver"** means a person who has parental responsibility for the Child but is not the Primary Caregiver.
  - (e) **"Spouse"** includes a de facto spouse, former spouse or former de facto spouse. The Employee's "de facto spouse" means a person who lives with the Employee as husband, wife or same sex partner on a bona fide domestic basis, whether or not legally married to the Employee.
  - (f) **"Eligible Casual Employee"** means an Employee who will be a long term casual employee of V/Line who has completed at least twelve months continuous service and has a reasonable expectation of continuing employment by V/Line on a regular and systematic basis.

#### 46.3 **Basic entitlement**

- (a) After twelve months continuous service, an Employee is entitled to 52 weeks parental leave (which includes portions of paid and unpaid leave) in relation to the birth or adoption of their child. However, if the Employee is a member of an Employee Couple, their entitlement to unpaid parental leave is reduced by any period of extended unpaid parental leave, granted to their Spouse in accordance with the National Employment Standards, which is more than 52 weeks. The paid components of parental leave are outlined below
- (b) An Employee who does not satisfy the qualifying service requirement for the paid components of leave or an Employee who is an Eligible Casual Employee shall be entitled to leave without pay for a period not exceeding 52 weeks. However, if the Employee is a member of an Employee Couple, their entitlement to unpaid parental leave is reduced by any period of extended unpaid parental leave granted to their Spouse in accordance with the NES, which is more than 52 weeks.
- (c) An Employee who has, or will have, completed at least twelve months paid Continuous Service and who gives birth to a Child is entitled to a paid component of 12 weeks maternity leave on full pay or 24 weeks maternity leave at half pay, provided that the total period of combined absence does not exceed 12 months.
- (d) An Employee who has, or will have, completed at least twelve months Continuous Service and who will be the Primary Caregiver at the time of the adoption of their Child, is entitled to 6 weeks paid parental leave. An Employee cannot receive paid Primary Caregiver leave entitlements if:
  - (i) Their Spouse is, or will be, the Primary Caregiver at the time of the adoption of their Child; or



- (ii) The Employee has received, or will receive, Secondary Caregiver paid parental leave entitlements in relation to the adoption of their Child.
- (e) An Employee who has, or will have, completed at least twelve months Continuous Service and who will be the Secondary Caregiver at the time of the birth or the adoption of their Child is entitled to 1 week paid parental leave. An Employee cannot receive paid Secondary Caregiver leave entitlements if:
  - (i) Their Spouse has received paid Secondary Caregiver parental leave entitlements in respect to the birth or adoption of their child; or
  - (ii) If the Employee has received paid Primary Caregiver parental leave entitlements in relation to their Child.
- (f) Parental leave under this clause is available to only one parent at a time, in a single unbroken period, except that both parents may concurrently take a period of 8 weeks parental leave (**Concurrent Leave**). A period of Concurrent Leave may be commenced 1 week prior to the expected date of birth or at the time of placement in the case of adoption. Concurrent Leave need not be taken in a single unbroken period however each period of leave must not be shorter than 2 weeks. If an Employee is entitled to paid Secondary Caregiver parental leave under clause 46.3(e), their Concurrent Leave may consist of one week paid parental leave and up to 7 weeks unpaid parental leave.
- (g) The Employer can require an Employee to return to work if the Employee has ceased to have responsibility for the care of the child, subject to the following:
  - (i) V/Line must give 4 weeks notice; or
  - (ii) If the Employee has been absent on birth-related leave, then the notice cannot be earlier than 6 weeks from the date of the birth of the child.

#### 46.4 **Maternity Leave (and associated unpaid Parental Leave)**

- (a) An Employee must provide notice to V/Line in advance of the expected date of commencement of Maternity Leave and any period of unpaid parental leave. The Employee must provide:
  - (i) At least 10 weeks notice of the expected date of the birth of the child, (included in a certificate from a registered medical practitioner stating that the Employee is pregnant); and
  - (ii) At least four weeks notice of the intended start and end dates of leave.
- (b) At the time of providing notice, the Employee must provide a statutory declaration stating particulars of any period of parental 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.
- (c) An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by the birth of her child occurring earlier than the presumed date.
- (d) Unless agreed otherwise between V/Line and Employee, an Employee may commence maternity leave at any time within six weeks immediately prior to the expected date of birth.
- (e) Where an Employee continues to work within the six week period immediately prior to the expected date of birth, V/Line may require the Employee to provide a medical certificate stating that she is fit to work in her present position. V/Line may require the Employee to start maternity leave if the Employee:

- (i) does not provide V/Line with the requested certificate within 7 days after the request; or,
  - (ii) within 7 days after the request for the certificate, gives V/Line the medical certificate stating that the Employee is unfit for work.
- (f) Where leave is granted under clause 46.4(a) during the period of leave an Employee may return to work at any time, as agreed between V/Line and Employee.

**46.5 Personal Illness Leave and Special Maternity Leave**

- (a) Where the pregnancy of an Employee not then on maternity leave terminates other than by the birth of a living child, the Employee must as soon as practicable, give notice to V/Line of the need to take leave for such period as a registered medical practitioner certifies as necessary, in accordance with the following:
- (i) Where the pregnancy terminates during the first 20 weeks, during the certified/notified period(s) the Employee is entitled to access any paid and /or unpaid personal illness leave entitlements in accordance with the relevant personal leave provisions of this Agreement.
  - (ii) Where the pregnancy terminates after the completion of 20 weeks, during the notified periods the Employee is entitled to 12 weeks paid special maternity leave, and thereafter, to unpaid special maternity leave.
- (b) Where an Employee not then on maternity leave is suffering from an illness whether related or not to the pregnancy, an Employee may take any paid personal illness leave to which she is entitled and/or unpaid personal illness leave in accordance with the relevant personal illness leave provisions.

**46.6 Other Parental Leave– Relating to the Birth of a Child**

- (a) An Employee will provide to V/Line at least ten weeks prior to each proposed period of parental leave relating to the birth of a child, with:
- (i) a certificate from a registered medical practitioner which names their Spouse, states that she is pregnant and the expected date of the birth of the child, or states the date on which the birth took place; and
  - (ii) written notification of the dates on which the Employee proposes to start and finish the proposed period of parental leave; and
  - (iii) a statutory declaration stating:
    - (A) except in relation to leave taken simultaneously with the child's mother under clause 46.3(f) that he or she will take the period of proposed parental leave to become the primary carer of a child;
    - (B) particulars of any period of maternity/parental leave sought or taken by his or her Spouse; and
    - (C) that for the period of proposed parental leave he or she will not engage in any conduct inconsistent with their or her contract of employment.
- (b) The Employee will not be in breach of clause 46.6(a) if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

#### 46.7 Parental Leave – Adoption-Related Leave

- (a) The Employee shall be required to notify V/Line with written notice of their intention to apply for parental leave relating to the adoption of a child as soon as reasonably practicable after receiving a placement approval notice from the adoption agency or other approved body.
- (b) The Employee must give written notice of the day when the placement with the Employee is expected to start and the first and last day of any period of parental leave they intend to apply for because of the placement as soon as possible after receiving a placement notice indicating the expected placement day.
- (c) As a general rule, the Employee must give at least 10 weeks written notice of their intention to take parental leave relating to the adoption of a child, including the proposed start and end dates. 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.
- (d) Before commencing adoption leave, an Employee will provide V/Line with a statement from an adoption agency of the day when the placement is expected to start and a statutory declaration stating:
  - (i) that the child is an eligible Child, and the particulars of any other authorised leave to be taken because of the placement;
  - (ii) except in relation to leave taken simultaneously with the child's other adoptive parent under clause 46.3(f) that the Employee is seeking parental leave to become the primary carer of the child;
  - (iii) particulars of any period of adoption leave sought or taken by the Employee's Spouse; and
  - (iv) that for the period of adoption leave the Employee will not engage in any conduct inconsistent with their contract of employment.
- (e) An Employee must provide V/Line with confirmation from the adoption agency of the start of the placement.
- (f) Where the placement of child for adoption with an Employee does not proceed or continue, the Employee will notify V/Line immediately and V/Line will nominate a time not exceeding four weeks from receipt of notification for the Employee's return to work.
- (g) An Employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- (h) An Employee seeking to adopt a child is, on the production of satisfactory evidence when requested, entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Employee and V/Line should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two days unpaid leave. Where paid leave is available to the Employee, V/Line may require the Employee to take such leave instead.

#### **46.8 Keeping in touch days**

- (a) During a period of parental leave V/Line and Employee may agree to perform work for the purpose of keeping in touch in order to facilitate a return to employment at the end of the period of leave.
- (b) Keeping in touch days must be agreed and be in accordance with section 79A of the Act.

#### **46.9 Right to request**

- (a) An Employee entitled to parental leave pursuant to the provisions of clause 46 may request V/Line to allow the Employee:
  - (i) (If the Employee is not a member of an Employee Couple) to extend the period of unpaid parental leave by a further continuous period of leave not exceeding 12 months; or
  - (ii) (if the Employee is a member of an Employee Couple) to extend the period of unpaid parental leave by a further continuous period, which cannot exceed 12 months, less any period of parental leave that the other member of the Employee Couple has taken, or will have taken, in relation to the child before the extension starts; or

Providing that whichever applies in 46.9(a)(i) or 46.9(a)(ii) above, an Employee is not entitled to extend the period of unpaid parental leave beyond 24 months after the date of birth, or day of placement, of the child.

  - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;
- (b) To assist the Employee in reconciling work and parental responsibilities V/Line shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or V/Line's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service. V/Line must not refuse a request to extend the period of unpaid parental leave under clause 46.9(a)(i) or 46.9(a)(ii) unless it has given the Employee a reasonable opportunity to discuss the request.

#### **46.10 Employee's request and V/Line's decision to be in writing**

The Employee's request and V/Line's decision made under clause 46.8 must be recorded in writing. V/Line's response, including details of the reasons for any refusal, must be given as soon as practicable, and no later than 21 days after the request is made.

If an Employee makes a request under clause 46.9(a)(ii) (member of an Employee Couple), the request must specify any amount of unpaid parental leave that the other member of the Employee Couple has taken, or will have taken, in relation to the child before the extension starts.

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

Where an Employee wishes to make a request under clause 46.9(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from parental leave.

#### **46.12 Variation of period of parental leave**

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

#### **46.13 Parental leave and other entitlements**

An Employee may in lieu of or in conjunction with parental leave, access any annual leave and/or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 46.8.

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

#### **46.14 Transfer to a safe job**

- (a) Where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at her present work, the Employee will, if V/Line deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- (b) If the transfer to a safe job is not practicable, the Employee may take paid no safe job leave, or V/Line may require the Employee to commence paid no safe job leave immediately for a period which ends at the earliest of either:
  - (i) when the Employee is certified unfit to work during the six week period before the expected date of birth by a registered medical practitioner; or
  - (ii) when the Employee's pregnancy results in the birth of a living child or when the Employee's pregnancy ends otherwise than with the birth of a living child.
- (c) The entitlement to no safe job leave is in addition to any other leave entitlement the Employee has.

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

- (a) An Employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- (b) An Employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to clause 46.13, the Employee 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.

#### **46.16 Replacement Employees**

- (a) A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred, as a result of an Employee proceeding on parental leave.

- (b) Before V/Line engages a replacement Employee V/Line will inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

#### **46.17 Communication during Parental Leave**

- (a) Where an Employee is on parental leave and a definite decision has been made that will have a significant effect on the status, pay or location of the Employee's pre-parental leave position, V/Line shall take reasonable steps to:
  - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
  - (ii) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.
- (b) The Employee shall take reasonable steps to inform V/Line about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.
- (c) The Employee shall also notify V/Line of changes of address or other contact details which might affect V/Line's capacity to comply with this clause.

### **47 COMMUNITY SERVICE LEAVE**

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

Each of the following is an eligible community service activity:

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

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

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

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

#### **47.3 Notice and Evidence Requirements**

##### **Notice**

- (a) An Employee who wants an absence from his or her employment to be covered by Community Service Leave must provide V/Line notice of the absence.

- (b) The notice:
  - (i) must be given to V/Line as soon as reasonably practicable (which may be a time after the absence has started); and
  - (ii) must advise V/Line of the period, or expected period, of the absence.

#### **Evidence**

- (c) An Employee who has given V/Line notice of an absence under clause 47.3(a) must, if required by V/Line, provide evidence that would satisfy a reasonable person that the absence is because the Employee has been or will be engaging in an eligible community service activity.

#### **Compliance**

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

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

- (a) This section applies if:
  - (i) in accordance with the above clauses, an Employee is absent from his or her employment for a period because of an eligible community service activity; and
  - (ii) the Employee is not a casual Employee.
- (b) Subject to clause 47.4(c) and 47.4(d) below V/Line must pay the Employee at the Employee's ordinary rate of pay for the Employee's ordinary hours of work in the period.
- (c) V/Line may require the Employee to provide evidence that would satisfy a reasonable person:
- (d) If, in accordance with clause 47.4(c), V/Line requires the Employee to provide the evidence referred to in that subsection, the Employee is not entitled to payment under clause 47.4(b) unless the Employee provides the evidence.

### **48 CULTURAL & CEREMONIAL LEAVE**

- 48.1 Employees may choose to forego gazetted public holiday leave and be granted leave on an alternate day in lieu for cultural or ceremonial purposes.
- 48.2 If the Employee has adequate accrued paid leave they may choose to use that leave for the aforesaid cultural or ceremonial purposes.

### **49 SPECIAL LEAVE – FAMILY/DOMESTIC VIOLENCE**

#### **49.1 General Principle**

V/Line recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, V/Line is committed to providing support to staff that experience family violence.

#### **49.2 Definition of Family Violence**

V/Line accepts the definition of Family violence as stipulated in the *Family Violence Protection Act 2008* (Vic) which includes physical, sexual, financial, verbal or emotional abuse by a family member.

### 49.3 **General Measures**

- (a) V/Line will identify a contact in Human Resources, who will be trained in family violence and privacy issues, for example, training in family violence risk assessment and risk management. V/Line will advise the name of the contact.
- (b) Where requested by an Employee, the HR contact person will liaise with the Employee's supervisor on the Employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with sub clauses 49.4 and 49.5.
- (c) V/Line will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an Employee reports family violence.

### 49.4 **Leave**

- (a) An Employee experiencing family violence will have access to ten (10) days per year (non accumulative) of paid special leave. This leave can also be accessed to allow an employee to be absent from the workplace for medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- (b) Proof of family violence may be required and can be in the form an agreed document issued by the Police Service, a Court, a Doctor, District Nurse, Maternal Health Care Nurse, a Family Violence Support Service or Lawyer.
- (c) An Employee who supports a person experiencing family violence may take carers leave to accompany them to court, to hospital, or to mind children subject to appropriate notification and proof provided as required in clause 43.

### 49.5 **Individual Support**

- (a) In order to provide support to an Employee experiencing family violence and to provide a safe work environment to all Employees, V/Line will approve any reasonable request from an Employee experiencing family violence for:
  - (i) changes to their span of hours or pattern or hours and/or shift patterns;
  - (ii) relocation to suitable employment within V/Line;
  - (iii) other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- (b) An Employee experiencing family violence will be referred to the V/Line EAP provider.

## 50 **HASTUS & TMS PREVIOUSLY RAIL OPERATIONS MANAGEMENT SYSTEM (ROMS)**

- 50.1 The planning and management of V/Line operations is currently performed using a combination of non-integrated systems and paper-based manual processes.
- 50.2 As part of V/Line's commitment to continuous improvement in the quality and efficiency of its service delivery, these systems have been progressively introduced since 2009 and will continue during the life of the Agreement. It will provide V/Line with a modern, integrated operations management system to manage timetables, fleet, staff rostering and day-of-operation service delivery.



- 50.3 These systems will change the way staff are rostered and have inbuilt fatigue measurements which may result in limitations for shift changes, additional shifts and swaps.
- 50.4 During the life of this Agreement a further system (previously part of ROMS) to replace LACARS and RAMS will be developed.
- 50.5 The Parties covered by this Agreement agree to support the ongoing implementation of the systems during the life of this Agreement and acknowledge that the new systems will result in changed work practices in, for example and not limited to:
- (a) Network planning
  - (b) All positions which are involved in rostering
  - (c) Yardmasters and NCC
  - (d) Payroll
  - (e) Drivers and Conductors
- 50.6 Wage and salary increases agreed for inclusion in this agreement include recognition for any ongoing changes that occur as a result of these initiatives. There will be no extra claims as a result of the changes made.

**50.7 Training**

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

**50.8 Communication**

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

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

**50.9 Change**

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

**51 ACCEPTANCE OF NEW PAYROLL SYSTEM**

The Parties covered by this Agreement accept that V/Line intends to introduce a new payroll system which is expected to include provision for electronic sign on and sign off facilities which may include, for example, scanning.

**52 TRAINING AND SKILLS DEVELOPMENT**

- (a) V/Line intends to map current positions to Australian Quality Training Framework (AQTF) qualifications in order to establish a classification structure based on AQTF competency level. This will provide V/Line with more defined career paths and a classification structure based on required skills and competency.
- (b) It is also intended that the new V/Line structure will be flatter and broad banded, allowing greater flexibility across positions and result in a reduction in administrative process/complexity, e.g. payroll. Currently, Employees are graded in accordance

with differing former award classifications and criteria which can now be replaced by competency based criteria to achieve consistency in levels of remuneration across the organisation based upon responsibilities and required skill sets.

- (c) It is envisaged that a number of positions will be 'red-circled' during this process which will mean that the graded occupants of any such positions will have their existing terms and conditions of employment as applies to that position, maintained for so long as they continue to occupy that position.
- (d) This clause will be subject to the consultation provisions of this Agreement.

#### **52.2 Career Development Reviews and Plans**

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

#### **52.3 Training Allowance**

The Parties covered by this Agreement agree that a training allowance of any kind is not payable to Employees, except where immediately before to 1 July 2009 an Employee had an entitlement to such an allowance under an industrial instrument such as a relevant Federal Award or collective agreement made under the former *Workplace Relations Act 1996* (Cth) that bound V/Line and save for this Agreement, otherwise governed the Employee's terms and conditions of employment.

### **53 HEALTH ASSESSMENTS – RAIL SAFETY WORKERS**

- 53.1 The National Standard for Health Assessment of Rail Safety Workers (National Code of Practice) provides guidelines for Health Risk Management and divides the standards required into to 3 separate categories. Category 2 and 3 attend for periodical/cyclical medical examinations outside of working hours with no payment or time in lieu.
- 53.2 V/Line currently pays Category 1 Employees for time spent in fasting and attending medical examinations. Whilst existing practices will continue during the life of this Agreement it has been agreed there will be no extra claims associated with new standards or outcomes that might arise from the recently completed review of the National Code of Practice e.g. confinements for sleep apnoea testing.

### **54 ELECTRONIC DOCUMENT CONTROL AND DISTRIBUTION**

- 54.1 V/Line plans to implement an electronic document and control system for all Employees. This will facilitate distribution of electronic versions of work instructions and V/Line's management systems e.g. the Master Time Table.
- 54.2 A program of consultation will be developed to provide an overview of the new system and encourage appropriate input. This will be followed by a program of appropriate training where required, followed by implementation. It is envisaged that various staff may be required to assist with tuition during the implementation process.

# **PART 6 – GENERAL CONDITIONS – OPERATIONS AND ADMINISTRATIVE EMPLOYEES AND PASSENGER OPERATIONS EMPLOYEES**

## **55 APPLICATION**

- 55.1 This Part applies to all Operations and Administrative Employees, as well as Passenger Operations Employees except where specific clauses in this Part are expressed to exclude Passenger Operations Employees.
- 55.2 This Part does not apply to Professional Locomotive Operating Grade Employees (who are covered by Part 7).

## **56 ORDINARY HOURS**

- 56.1 For Employees other than Passenger Operations Employees (whose ordinary hours of work are set out in clause 122.2), and subject to clause 57, the ordinary hours of work for full-time Employees shall be 38 or an average of 38 per week over an agreed period as determined by V/Line plus such reasonable additional hours determined by V/Line from time to time, or in the case of employees whose hours of work are based on a ten shift fortnight, 76 hours plus such reasonable additional hours determined by V/Line from time to time.
- 56.2 Except as otherwise provided, time worked on a Sunday other than in completion of a shift commenced on a Saturday or in commencement of a shift terminating on a Monday, shall not be reckoned as part of the ordinary hours of work.
- 56.3 The span for ordinary hours for Salaried and Administrative Employees engaged to work Monday to Friday will be 7.00am to 7.00pm, with the start and finish times to be determined by V/Line in consultation with Employees concerned. Unless otherwise agreed, the standard hours of work for a Salaried and Administrative Employee will be Monday to Friday, 8.30am to 5.06pm (inclusive of a 1 hour unpaid meal-break).

## **57 EMPLOYEE EXTRA DAY OFF (EDOs)**

- 57.1 Except as otherwise provided in this Agreement, and for Employees other than Passenger Operations Employees and signalling positions listed in Table 4 of Schedule A of this agreement, an Employee's ordinary hours of work plus any reasonable additional hours as determined by V/Line from time to time may be arranged subject to the agreement of V/Line so as to permit the taking of a rostered day off which shall operate on the following basis:
- (a) Fixing one weekday on which Employees at a location will be rostered off for an EDO during a four week cycle over 28 consecutive days; or
  - (b) Rostering each Employee off on one weekday of a four week cycle over 28 consecutive days.
- 57.2 It has been agreed to the reinstatement of EDO's for Signallers, which will include the re-rostering to a forty (40) ordinary hour week. The EDO's will be accrued to be taken on an annual leave rotation in accordance with clause 58.2. The parties will make reasonable endeavours to have completed the consultation for this change within six (6) months of the commencement of the agreement with FWC.

## **58 BANKING OF EDOs**

- 58.1 Except as provided for in clause 58.2, EDOs not taken or salary sacrificed in accordance with taxation legislative requirements by 1 December in each year and not cleared or salary sacrificed will be paid out in the first full pay period in December of that year.
- 58.2 Train Controllers and Signallers will be allowed, for operational purposes, to retain up to fifteen (15) EDOs at any given time to provide paid leave entitlements consistent with the leave required to be taken under the current annual leave roster. Continuation of this arrangement will be subject to further review having regard to the implementation of ROMS and/or other business needs. Any accruals in excess of fifteen (15) days will automatically be paid out in the first full pay period in December of that year.

## **59 GUARANTEED FORTNIGHT**

- 59.1 This clause 59 does not apply to Passenger Operations Employees and Monday to Friday Day Workers.
- 59.2 Subject to other provisions of this Agreement, such as Stand Down, Employees to whom this Part of this Agreement applies and who are ready, willing and available to perform all work offered shall be paid each fortnight an amount equivalent to the number of hours prescribed in this Agreement for each classification at the Ordinary Rate of Pay within the first ten shifts each fortnight subject to the following:
- (a) This excludes penalties for shift work and for overtime, other than overtime worked by Conductors, Saturday time, Public Holidays and Sunday time.
  - (b) This excludes any higher duties allowance or any other allowance representing the difference between the classified rate and the ordinary time rate applicable whilst acting in a higher grade.
  - (c) Where through genuine illness or approved leave, payment less than the guaranteed minimum becomes due to an Employee, payment shall be made at the guaranteed minimum less the amount which would have accrued due to the Employee had they performed any duty available to them during the period of such absence. If the latter amount cannot be determined the deduction shall be one day's pay in respect of each day's absence.
  - (d) Where earnings in the first 10 shifts for Employees, other than Conductors, fall short of the guaranteed minimum then payment for up to 4 hours of an 11th shift with penalty at time and one half may be used.
  - (e) Where an Employee is absent from duty without pay on account of other than genuine illness or approved leave, the guarantee shall not apply and payment will be made for time actually worked within the period.
  - (f) A guaranteed payment will not be available where an Employee has pay deducted in accordance with clause 16 "(Stand Down)".

## **60 LENGTHS OF SHIFTS**

- 60.1 Except in cases of unavoidable necessity, shifts shall be completed within 10 hours and where practicable, within 9 hours.
- 60.2 During the life of this agreement shift lengths may be reviewed in accordance with clause 83, this may result in changes to the length of shift at individual locations.

## **61 INTERVALS BETWEEN SHIFTS**

- 61.1 Except in cases of unavoidable necessity, after completing a full shift, Employees shall be allowed a minimum period off duty of twelve (12) hours at their home station and subject to the provisions of clause 85.8 for conductors, ten (10) hours at other locations.

## **62 CALL OUT**

- 62.1 Any Employee called out after finishing their normal working hours shall be paid for not less than four (4) hours at the rate of pay relevant to the day the call out commences.
- (a) If the call out is on a day Monday to Saturday the Employee shall be paid for not less than four (4) hours, with the first three (3) hours at the rate of time and half and the fourth hour at double time.
- (b) If the call out is on a Sunday the Employee shall be paid for not less than four (4) hours at the rate of double time.
- (c) If the call out is on a Public Holiday the Employee shall be paid for not less than four (4) hours at the rate of double time and half time.
- 62.2 Any Employee called out to commence duty less than three (3) hours before their usual starting time and who presents for work shall be paid at the rate of time and one half on weekdays and Saturdays and double time on Sunday from the time they are required to commence duty until the time they would ordinarily commence duty.
- 62.3 Any Employee called out for duty which commences three (3) hours before their ordinary start time shall be treated the same as if they had been called out after working hours and will be paid in accordance with clause 62.1.
- 62.4 Where the Employee is request to undertake two (2) call outs prior to commencing there next roster shift, the second call out will be paid at double time.
- 62.5 Unless inconsistent with the content of this document 'call out' means each time an Employee is without prior notification called out or recalled from their home outside ordinary working hours and attends duty for emergency repairs or other duty.

## **63 SATURDAY DUTY**

- 63.1 This clause 63 does not apply to Passenger Operations Employees.
- 63.2 Ordinary hours worked between midnight on Friday and midnight on Saturday shall be paid at the rate of time and one half except for public holidays (which is paid at the rate of double time and a half as set out in clause 41.6 and 41.7(b)) and Saturday work that is overtime.

## **64 SUNDAY DUTY**

- 64.1 This clause 64 does not apply to Passenger Operations Employees.
- 64.2 Time worked between midnight on Saturday and midnight on Sunday shall be paid at the rate of double time except for public holidays (which is paid at the rate of double time and a half as set out in clause 41.6).
- 64.3 Employees who perform Sunday duty shall not be required to work more than two (2) in three (3) consecutive Sundays except in a case of emergency or where practically unavoidable. For the purposes 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.

## **65 EXCESS SHIFTS**

- 65.1 This clause applies to Employees whose ordinary hours are based on a ten shift, 76 hour fortnight.
- 65.2 Except as otherwise provided, all time worked by a full time Employee on an eleventh (11<sup>th</sup>) or twelfth (12<sup>th</sup>) shift in any fortnightly pay period is to be paid for at the rate of time and one half, provided that any portion of the eleventh (11<sup>th</sup>) or twelfth (12<sup>th</sup>) shift worked on a Saturday will be paid at the rate of double time.
- 65.3 Any time worked on a thirteenth or subsequent shift in any fortnightly pay period will be paid at the rate of double time.
- 65.4 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.
- 65.5 Where an Employee works over 11 hours on an excess shift, the time worked over 11 hours will be paid at double time.
- 65.6 The provisions of clauses 0 and 123 in Part 8 of the Agreement prevail to the extent of an inconsistency with clauses 65.1 to 65.4 (inclusive) of this clause.
- 65.7 Shift means a turn of duty during which some period of actual work has been performed and includes a broken shift. For all Employees other than Conductors to whom this Part applies, 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 V/Line or attendance at a court or tribunal in an official capacity.

## **66 NOTIFICATION OF SHIFT ALTERATIONS**

- 66.1 Where practicable, V/Line will provide Employees with not less than 24 hours' notice where a change of shift is required, but it is acknowledged that on some occasions, such as during unplanned absenteeism or WOLO (heat speed) restrictions, or other cases of unforeseen circumstances there will be a requirement for daily shift changes without the 24 hour notification, subject to fatigue management etc. provisions.
- 66.2 Employees, when rostered on an "available" (standby) or "available/training" shift, acknowledge that there will be times when, for operational reasons, their shift times may need to be altered. A minimum of 12 hours' prior notice will be provided when such alterations occur. This applies to same day shift variations.

## **67 OVERTIME**

- 67.1 Employees are required to work reasonable overtime as required by V/Line subject to payment of the relevant overtime rates.
- 67.2 Overtime is all time worked in excess of the regular rostered hours for that day, on any day or shift provided such hours exceed the standard 7.6 or 8.0 ordinary hours, whichever applies.
- 67.3 Except where otherwise provided, including clause 65 (Excess Shifts) and clause 0 in Part 8, the rate of pay for working overtime is time and one half for the first 3 hours and double time thereafter Monday to Saturday and double time on Sundays.

## **68 EMERGENCY WORK**

68.1 **Emergency work** (as defined) shall be paid an additional 25% of the ordinary hourly rate in addition to the shift or overtime rates otherwise applicable, up to a maximum of double time.

### **68.2 Criteria/Guidelines**

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

- (a) Employees concerned must have been in attendance at the unexpected scene to obviate, control or remedy particular situations at train accidents involving fatalities; and who in doing so have been required to render urgent and immediate action under some appreciable handicap or strain which would not be encountered but for the unseen incident;
- (b) Work carried out after the "urgent and immediate" actions have been completed does not qualify.
- (c) Persons who satisfy the criteria specified in 68.2(a), shall be paid the 25% loading for the whole of the shift in which the unexpected event or incident occurs, i.e. for all hours worked in the shift both before and after the time the unexpected event occurs.
- (d) The emergency work allowance is not available to Employees on standby or whose classifications are not covered by this Part of this Agreement.
- (e) Whilst each situation will need to be assessed on its own merits, payment of the loading will be restricted to those eligible persons on site up to and including when the site is declared a "crime scene" by police.

## **69 LIMITATIONS OF PENALTY PAYMENTS**

69.1 Payments for any time worked shall not exceed the rate of double time except for work performed on a public holiday.

## **70 TIME OFF IN LIEU**

70.1 Employees may take time off in lieu of overtime worked subject to V/Line's consent and at times mutually agreed, provided that such time off is taken on the basis of one hour off for each hour of overtime worked during ordinary time hours, paid for at ordinary time rates.

70.2 V/Line shall, if required by the Employee, provide payment at the appropriate rate for overtime worked, where the time in lieu has not been taken within four (4) weeks of accrual.

## 71 MINIMUM PAYMENTS

### 71.1 Shift Workers

- (a) Shift workers who have been rostered to attend for duty and are subsequently informed that they are not required for that day or shift or their commencement time has been put back shall be paid two hours passive time at the Employees Ordinary Rate of Pay (which excludes overtime, allowances or other penalties) unless notified at least two hours prior to rostered commencement time. Time paid under this clause will not count as a shift.
- (b) Shift workers who report for duty and are subsequently advised that they are not required shall be paid a minimum of four hours pay at the Employees Ordinary Rate of Pay (which excludes overtime, allowances or other penalties). Time paid under this sub clause will not count as a shift.
- (c) Shift workers who sign on and undertake actual work shall be paid a minimum of four hours or the hours actually worked, whichever is the greater. Time paid under this sub clause will be counted as a shift.

### 71.2 Monday to Friday Day Workers (Recall Work)

For Monday to Friday Day Workers, whose ordinary hours of work are between 0600 and 1800 hours Monday to Friday, who are called into work outside those normal hours of work shall be paid a minimum of four hours at the appropriate overtime rate unless the hours so worked are continuous with normal starting or finishing times, in which case payment will be confined to the actual hours worked i.e. no minimum will apply.

## 72 SHIFT DUTY ALLOWANCE AND PENALTIES

72.1 This clause does not apply to Passenger Operations Employees.

72.2 For the purposes of this clause:

- (a) **Morning shift** means a shift commencing at or between 0400 and 0530 hours.
- (b) **Afternoon shift** means a shift commencing before 1800 hours and concluding at or after 1830 hours.
- (c) **Night shift** means a shift commencing at or between 1800 hours and 0359 hours, save that in the case of broken shifts each turn of duty shall be regarded separately.

72.3 Except as otherwise provided, all paid working time on shifts as specified in clause 72.2 (excluding overtime and Public Holiday duty), Monday to Friday inclusive, Employees shall be paid shift duty allowances as set out in Table 9 of Schedule A of this Agreement.

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

72.5 **Early Morning Shift Loading:** In addition to the allowances prescribed herein, Employees whose ordinary time worked on any shift commences or finishes at or between 0101 hours and 0359 hours Monday to Friday (excluding public holidays or overtime shifts) shall be paid a shift loading as set out in Table 9 of Schedule A of this Agreement, such amount being a flat payment per shift i.e. not payable as an hourly rate.

72.6 **Permanent Night Shift:** Employees who:

- (a) Work night shift only;



- (b) Remain on night shift for more than four consecutive weeks; or
- (c) Work on night shift which does not rotate or alternate with another shift or with day work so as to give them at least one third of their working time off night shift in each work cycle,

shall be paid an additional amount for such period of engagement, period or cycle as set out in Table 9 of Schedule A of this Agreement, provided that

- (d) This additional amount is not payable on overtime and any other time which is payable in excess of ordinary rates of pay.
- (e) the provisions of this sub clause shall not apply to Employees who elect to work a pattern of night shifts by agreement with V/Line as a matter of personal preference.

### **73 BROKEN SHIFTS**

- 73.1 Provisions of this clause do not apply to broken shifts worked on a Sunday.
- 73.2 Employees working a broken shift shall be paid a minimum of one day's pay for such shift, provided that this minimum payment shall not be affected by reason of the rostered continuous rostered-off period without pay being reduced during the currency of such shift to two hours or less.
- 73.3 Employees who work a broken shift in connection with traffic shall be paid one-eighth of a day in addition to the time actually worked; provided that where during the currency of the shift the continuous rostered off period, without pay, is reduced to two hours or less, the credit for the time so worked between the two rostered periods of duty shall be as for the actual time so worked, or for one-eighth of a day, whichever is the greater. If the time so credited does not exceed one-eighth of a day, such shift shall be regarded for all other purposes of this award as a broken shift but not otherwise.
- 73.4 No broken shift worked in connection with suburban traffic shall consist of more than two parts.
- 73.5 In the case of broken shifts worked in connection with traffic, other than suburban, no meal interval shall exceed one hour. No portion of the continuous rostered-off period shall be treated as a meal interval in computing the length of such period.
- 73.6 Time worked outside of a spread of eleven hours shall be paid at a rate of time and a half.

### **74 TRAVELLING AND WAITING TIME**

- 74.1 Employees who are required to sign on or sign off other than at their Home Depot 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 normally occupied in travelling between their residence and Home Depot, except where they are in receipt of travelling and incidental expenses for living away from home depot.
- 74.2 **Salaried and Administrative Employees excluding Senior Officers**
  - (a) Salaried and Administrative Employees excluding Senior Officers who are required to travel on duty outside the hours of their normal rostered shift shall be paid for such travel at the single rate, to the extent that it exceeds two hours in each period of 24 hours up to a maximum of twelve hours, or eight hours when a sleeping berth is provided, in each 24 hours. The 24 hour period shall be deemed to commence when the waiting and/or travelling commences and where the period exceeds 24 hours,

each 24 hours thereafter. Travel between Employees' residences and their normal place of work shall not be taken into consideration unless it is continuous with further travelling and/or waiting.

- (b) Payment for waiting and/or travelling time which commences on a Saturday shall be at the rate of time-and-a-quarter and for that undertaken on a Sunday or a public holiday shall be at the rate of time-and-a-half. Such penalty payment is not applicable to waiting and/or travelling time which commences on Friday and extends into Saturday, or commences on a normal working day prior to a public holiday unless such waiting and/or travelling time continues after 1000 hours on the Saturday or public holiday in which case the appropriate penalty rate is to apply from midnight.
- (c) The provisions of clause 71 (Minimum Payments), shall not apply to travelling time payments.

## **75 TRAVELLING AND INCIDENTAL EXPENSES**

75.1 Employees shall be paid a meal allowance at the rate as specified in Table 8 of Schedule A of this Agreement per meal in the following circumstances:

- (a) Where they were unable to return home for a meal and have not been provided by the employer with suitable refreshments after each five hour period if they are on duty:
  - (i) For a period of more than five hours beyond the time of recommencing duty after a meal interval.
  - (ii) For a period of more than ten hours where there is no meal interval.
- (b) In respect of a broken shift, for more than two hours beyond the ordinary time for the completion of such shift.

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

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

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

This sub-clause shall not apply to Conductors or where an Employee receives payment for a meal under any other provision.

75.2 Employees, who are temporarily transferred and required to reside away from Home Depot, or not temporary transferred and required to reside away from Home Depot shall be paid travelling and incidental expenses at the rate as specified in Table 8 of Schedule A of this Agreement.

The allowance for breakfast, lunch, dinner or bed, as the case may be shall not be paid to Employees unless they commence travelling from their Home Depot earlier than the time specified in the second column hereunder and/or do not return until after the time specified in the third column hereunder but no allowance shall be paid for a bed when a bed is not reasonably required.

<b><u>Meal</u></b>	<b><u>If departure is before</u></b>	<b><u>If return is after</u></b>
Breakfast	0700 hours	0800 hours
Lunch	1230 hours	1330 hours
Dinner	1800 hours	1900 hours

Employees shall not be paid any expenses under this sub-clause at any one locality or place for a period exceeding three months.

- 75.3 No allowance shall be paid to employees for being absent from their Home Depot if they leave from and return to their Home Depot on the same day unless they are required to travel to a place at least 50 km distant from their Home Depot. In these circumstances Employees will be eligible for the breakfast, lunch or dinner allowance in accordance with the times specified in clause 75.2 except that the allowance for lunch shall only apply if the absence exceeds three hours. In the case of Employees undertaking relief duty that travel to and from their place of residence, their place of residence shall be deemed to be their Home Depot unless the Home Depot is closer to the relief location than their residence.

## **76 MEAL BREAKS AND CRIB BREAKS**

### **76.1 Meal Break**

The provisions of this clause do not apply to Conductors – the provisions of clause 85.11 apply instead. When possible the arrangement of work for a shift shall be such that Employees shall be allowed an unpaid meal of not less than 30 minutes to be taken within the spread of the shift. Ideally, this break shall be taken as close to mid-shift as possible, no later than the end of the fifth hour, but shall be taken so as not to disrupt the continuity of the work group's operation.

### **76.2 Crib Breaks**

- (a) Flexibility between the 2nd and 6th hours of an 8 or more hours shift shall be exercised. This crib time (20 minute paid time) shall also be organised to ensure continuity of the V/Line's service and operations.
- (b) Southern Cross Station (SCS) Platform staff will be provided with 9 minutes walking time to access the meal facility provided on Platform 1 at SCS. Should alternative suitable infrastructure become available, walking times will be reviewed through time and motion trials and altered as per the findings of these trials. SCS Platform staff on Platform 15 & 16 at SCS are to use the main meal room located at Platform 1. Platform 15 & 16 meal room is only designated for the use of relevant staff on rostered meal/crib breaks.

## **77 OVERTIME MEAL BREAKS**

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

## **78 LIMITATION ON APPLICATION – SENIOR OFFICERS**

### **78.1 Application**

This clause applies to Employees occupying positions classified at Senior Officer level, the salaries for which are set out in Table 1 of Schedule A of this Agreement. These same

provisions will also apply to Employees called upon to act in any of these positions under the acting in higher arrangement.

#### **78.2 Provisions applicable to Senior Officer Division 7 and below**

Employees who are in receipt of a salary below Senior Officer 8 shall be entitled to the relevant provision of this Agreement; however the provisions in the following clauses:

Clause 63 – Saturday Duty

Clause 64 – Sunday Duty

Clause 65 – Excess Shifts

Clause 67 – Overtime

Clause 71.2 – Monday to Friday Day Workers (Recall Work)

Clause 72 – Shift Duty Allowance and Penalties;

Shall only apply to Employees who are regularly rostered to work shift work and/or overtime and who are required to work regularly on weekends and public holidays.

#### **78.3 Provisions applicable to Senior Officer Division 8 and above**

Parts 3, 4 and 5 together with clauses 56 – Ordinary Hours and 70 – Time off in Lieu from this Part, shall be the only provisions of this Agreement that apply to Employees occupying positions graded at Senior Officer 8 and above.

### **79 ROSTERING AND SHIFT ARRANGEMENTS**

79.1 Rosters and shift arrangements will be determined by V/Line to meet the needs of the business having regard to notice and other conditions set out in:

- Clause 60– Length of Shifts
- Clause 61 – Intervals between shifts
- Clause 66 – Notification of Shift Alterations

79.2 V/Line will consult with Employees affected and their representatives on the impact of the changes and will have regard to any concerns or issues raised in finalising and implementing any new roster or shift arrangements.

79.3 A joint V/Line and Employee representatives review of walking etc. times associated with sign on and sign off times, and other duties for conductors is to be completed to update existing instructions/work practices.

### **80 TRAUMA MANAGEMENT**

80.1 Where an employee is witness to, or involved in a critical incident involving rail vehicle(s), post-traumatic stress counselling is available for individual Employees.

#### **80.2 Trauma Leave**

The Parties agreed that V/Line will provide up to five (5) days Trauma Leave for Employees directly involved in a serious collision involving a rail vehicle, upon confirmation from the Critical Incident counselling provider that the leave is required/beneficial to the individual. The five (5) day trauma leave entitlement will be provided for each separate collision/accident/incident.

## **81 ALLOWABLE IN-SERVICE ROLLINGSTOCK FAULTS**

V/Line will operate train services with allowable in service non safety critical faults with a view to maximising availability of rollingstock in service.

## **82 CONSOLIDATION OF BOOKING CLERKS TO STATION GRADE**

The parties have agreed to consolidate the current positions that are assigned to the Booking Clerk classification to align to the relevant Station grade classifications.

The process will be undertaken by conducting a job evaluation to ensure that the alignment is to the appropriate Station grade classification stream. Future recruitment will be to that classification. Throughout the consolidation process the provisions of Clause 9 will apply.

Current Booking Clerks will retain their personal current classification (as Red Circled personal classification) but will be required to adopt Station grade tasks.

## **83 WORKING PARTY - CONDUCTORS & STATION STAFF ROSTERS**

The parties to this part of the agreement have agreed to the formation of a joint (V/Line/RTBU) Working Party to conduct a review of Conductor & Station Rosters that may include:

- Identifying potential new depot locations.
- Investigate flexible rostering arrangements.
- Opportunities to vary rostering by individual locations to accommodate work/life balance.
- Identify efficiencies and opportunity to improve existing practises and rosters.
- Review buffet time allocation and tasks required to prepare the buffet.
- Establish times for train cleaning duties (as outlined in clause 84).
- Identify the best approach to implement In-Service Train Clean (as outlined in clause 84). This will include a review of the proposed appropriate training.

The Parties covered by this part of the agreement commit to finalising the terms of reference for the Working Party within three (3) months of the agreement being approved by the FWC and the Working Party convening within the first six (6) months of the agreement being approved by with FWC.

The Working Party will use its best endeavours to make recommendations progressively and complete the review within the twelve (12) months of convening the first meeting.

## **84 IN-SERVICE TRAIN CLEANING (SURFACE CLEANING)**

The Parties to this Part of the Agreement have agreed to increase the levels and tasks of train surface cleaning by Conductors and/or Station Staff on services which turn around to form UP services (on same day) from Regional Locations. This is will not replace existing cleaning arrangements.

A time and motion study will be conducted by a joint V/Line and RTBU Working Party (as outlined in clause 83) to allocate times to perform the following surface cleaning tasks on board a train;

- Pick up and disposal of litter
- Replace rubbish bags

All above mentioned tasks can only be completed if time permits, V/Line provides appropriate equipment (including correct personal protective equipment) and facilities, and will provide appropriate training as to meet health and safety obligations. Once times have been established by the Working Party, the relevant rosters will be altered to enable surface cleaning to occur.

## **85 CONDUCTOR ROSTER CODE**

### **85.1 Rostering & Rostering Committee/Consultations**

- (a) Subject to the guidelines contained in this clause 85, rotations will be developed to suit each depot's work requirements.
- (b) V/Line rosters personnel are to work in conjunction with the appointed Employee representatives of the Depots to frame suitable rosters/rotations subject to the guidelines contained in this part.

### **85.2 Extra Shifts/Overtime**

When the need arises to allocate extra shifts (overtime), conductors at the location where the shift would normally be filled from, are to be the 1st group offered the work.

### **85.3 Rotations**

Shift proceeding an individual Employee's rostered day off must be rostered to conclude by 23:59.

### **85.4 Driving a company vehicle**

- (a) The below arrangements are in addition to the provisions of clause 35.
- (b) Roster Committees may review late / early shifts that involve driving a company vehicle. Part of the review may involve a Risk Assessment of that relevant shift/roster.

### **85.5 Conductors Trip Allowances - Rest Jobs**

- (a) Conductors whose regular duties involve work on passenger train services over any particular section or sections of line shall, when rostered off duty and required to occupy accommodation for sleep away from their Home Depot ('Rest Job'), be paid a 'trip allowance' set out in Table 8 of Schedule A of this Agreement as follows:
  - (i) where accommodation is not provided by V/Line, a bed allowance; and
  - (ii) meal allowances for each completed block of 8 hours between the time of signing on to the time of signing off at Home Depot. Blocks of time off of eight hours or less do not attract payment of a meal allowance.
- (b) Conductor 'trip allowances' are set out in Table 8 of Schedule A of this Agreement and are in lieu of any other allowance or travelling and incidental expense

### **85.6 Conductors Trip Allowances - Non Rest Jobs**

When rostered to work passenger train services or other duties and not rostered off duty for sleep away from Home Depot, Conductors shall be paid an overtime meal allowance as specified in Table 8 of Schedule A of this Agreement where the hours of work involved exceed ten hours.

**85.7 Minimum Time – Conductors’ Rest Jobs**

- (a) Conductors will, when rostered to work rest jobs referred to in clause 85.6, be credited with a minimum of eight (8) hours for both the forward and return journeys which will count as separate shifts.
- (b) The lengths of these shifts, which includes additional duties and running trains, shall not be rostered to exceed 7 hours 30 minutes
- (c) The changes as outlined in clause 85.7(b) will come into effect after 1 July 2017 (or nearest full roster change after this date). The current arrangement will apply in the interim.

**85.8 Conductors’ Interval Time**

Conductors may be rostered off at rest locations away from their headquarters during an interval between the trips constituting a shift. Where the time booked off at a rest location is less than eight (8) hours, Conductors will be paid at single rate for the time involved provided that payments made under this clause do not overlap with the minimum eight (8) hours payment made under the provisions of clause 85.7 (i.e. double counting of hours involved is excluded).

**85.9 Conductors’ “Downtime” While At Southern Cross**

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

**85.10 Conductors Detention Away From Headquarters**

Conductors who are booked off at a rest location and who do not sign on again to resume work within twenty hours of signing off from the forward trip, shall be credited for hours in excess of twenty to a maximum of eight hours at single time (Saturday, Sunday and or overtime penalties do not apply) for each intervening twenty-four hours they remain booked off. Calculation of the detention time under this clause does not commence earlier than the expiration of the minimum eight (8) hour payment referred to in clause 85.7.

**85.11 Crib Breaks**

- (a) Flexibility between the 2nd and 6th hours of an eight (8) or more hours shift shall be exercised. This crib time (20 minute paid time) shall also be organised to ensure continuity of the V/Line’s service and operations. Crib Breaks shall be taken at a suitable location where applicable walking time may need to be allocated - Reference Time Allocations for Conductors in clause 85.12.
- (b) Crib Breaks will not be taken on board a train.

**85.12 Time Allocations for Conductors**

- (a) These time allowances reflect the time required to accomplish the listed tasks. Variation of time allocations for additional / altered tasks and new locations will be dealt with by time trials and verification by Conductor Roster Committee.
  - (i) Any shifts that existed on the master roster prior to 27 June 2016 that exceed the ten hour limit due to additional time added as a result of the review of conductor time allowances will remain on the roster but must be removed within two roster changes or 18 months (whichever comes first).

- (ii) Shifts exceeding ten hours are eligible for overtime meal allowance as per Table 8 of Schedule A of this Agreement (A636).

Code ID	Activity	Time allocated (Minutes)
A	<b>SIGN ON -</b> Check pigeon hole, notice board for relevant notices, etc.	3
C	<b>COLLECT EQUIPMENT -</b> Sign out cash bag, count float, Myki HHD, collect documentation, radio etc.	9
W9	<b>WALK TIME – Southern Cross. POD to platforms</b>	9
W12	<b>WALK TIME – Regional Locations; Albury -</b> From depot to platforms	12
W5	<b>WALK TIME – Regional Locations; Geelong, Kyneton, Seymour -</b> From depot to platforms	5
W4	<b>WALK TIME – Regional Locations; Bendigo -</b> From depot to platforms	4
W2	<b>WALK TIME – Regional Locations; Bairnsdale, Ballarat, Shepparton, Traralgon -</b> From depot to platforms	2
W1	<b>WALK TIME – Regional Locations; Warrnambool -</b> From depot to platforms	1
P10	<b>PREPARATION REGIONS - (VLocity &amp; Sprinter ONLY)</b> Prepare & Equip Train, PA Announcement, Radio Test	10
P13	<b>PREPARATION SOUTHERN CROSS - (VLocity &amp; Sprinter ONLY)</b> Prepare & Equip Train, Restock consumables, PA Announcement, Radio Test	13
P25	<b>PREPARATION - (Loco Hauled ONLY)</b> Prepare & Equip Train, PA Announcement, Radio Test, Door Test (Note: Train to dock to platform 25 min prior to departure)	25
G	<b>Meet &amp; Greet -</b> ((intent = time allocated for Conductors at originating locations (if applicable and required) to greet customers after other Preparation tasks have been completed)	5
H20	<b>BUFFET</b> Prepare & Set Up of Buffet (Note: Train to dock to platform 20 min prior to departure) Some locations will require additional walk time, to be verified by time trials and Roster Committee (RC)	20
H10	<b>BUFFET</b> At locations where Buffet is required to be set up prior to departure, an additional 10 minutes will be allocated. Applicable Locations and Rosters will be identified by V/Line	10



<b>H12</b>	<b>BUFFET</b> Unloading of Catering to Station Fridges – Albury	12
<b>H6</b>	<b>BUFFET</b> Unloading of Catering to Station Fridges – Bairnsdale, Shepparton, and Warrnambool.	6
<b>D10</b>	<b>DETRAIN - (VLocity &amp; Sprinter ONLY)</b> Assist passengers detrain, lost property check	10
<b>D12</b>	<b>DETRAIN - (Loco Hauled ONLY)</b> Assist passengers detrain, lost property check, turn seats.	12
<b>L</b>	<b>Intercity Luggage – Assist with Luggage at terminal regional locations.</b> Can be multiples of time allocated, depending on location. To be verified by time trials and Roster Committee ('RC')	5
<b>R</b>	<b>RETURN EQUIPMENT -</b> Hand in cash, tickets, Myki HHD, radio etc.	12
<b>Z</b>	<b>SIGN OFF -</b> Check Roster, notices etc.	3
	<b>RELIEVE &amp; RUN (or Travel Assist)</b> = A+C+(Applicable W)	
	<b>RELIEVE &amp; RUN</b> During Shift from arrival of one train to departure of next train on roster, applicable W time may need to be allocated. To be verified by RC.	
	Note: Trains that remain in service or are through services will not be allocated preparation time	
<b>N</b>	<b>SURFACE CLEANING – at end of journey</b> Tasks as per clause 84 and may be multiples of 5 mins depending on cleaning tasks and time available.	5

# **PART 7 – GENERAL CONDITIONS OF EMPLOYMENT – PROFESSIONAL LOCOMOTIVE OPERATING GRADE EMPLOYEES**

## **86 APPLICATION**

- 86.1 This Part applies to Professional Locomotive Operating Grade Employees covered by this Agreement.
- 86.2 References in this Part to “appropriate Professional Locomotive Operating Grade rate” apply to Employees in the classifications listed in Table 7 of Schedule of this Agreement.

## **87 ORDINARY TIME OF DUTY**

- 87.1 The ordinary time of duty for full-time Professional Locomotive Operating Grade Employees will be 80 hours in ten (10) rostered shifts over a cycle of two ( 2) weeks being made up of an of 76 hours per fortnight plus 4 additional hours each fortnight.
- 87.2 The ordinary time and additional hours of work for permanent part-time Locomotive Operating Grade Employees will depend on local rotations but will be less than 80 hours per fortnight.
- 87.3 Where a Professional Locomotive Operating Grade Employees works over 8 hours in a shift they will receive payment at 1.2 for any time worked in excess of 8 hours.

## **88 OFF ROSTER WORK**

- 88.1 Professional Locomotive Operating Grade Employees who work an additional shift on an off roster day will be entitled to payment at the rate of 1.2 of the appropriate Professional Locomotive Operating Grade rate for actual hours worked on those days.
- 88.2 Should the Professional Locomotive Operating Grade Employee be rostered less than 8 hours on an off roster day the 8 hour daily guarantee is paid at the appropriate Professional Locomotive Operating Grade Employees rate.

## **89 SATURDAY AND SUNDAY WORK**

- 89.1 Professional Locomotive Operating Grade Employees who work on Saturday or Sunday will be entitled to payment at the rate of 1.2 of the appropriate Professional Locomotive Operating Grade rate for actual hours worked on those days.
- 89.2 Should the Professional Locomotive Operating Grade Employee be rostered less than eight (8) hours on Saturday or Sunday the eight (8) hour daily guarantee is paid at the appropriate Professional Locomotive Operating Grade Employees rate.

## **90 BANKED EXCESS HOURS**

- 90.1 Professional Locomotive Operating Grade Employee can nominate to accrue (bank) excess hours worked on the following basis:
  - (a) Accrue hours can be used in conjunction with other leave clearances, emergency or other unforeseen circumstance, provided that such time off is taken on the basis of one hour off for each hour of overtime worked, paid for the appropriate All Purpose Rate.

- (b) Elect to salary sacrifice excess hours in to a nominated superannuation fund.
  - (c) Accrue hours and elect to have hours paid out in one or more lump sums during the year.
- 90.2 From the date of commencement of this Agreement, any banked excess hours that become due up to 1 December in each year and not cleared or salary sacrificed will be paid out in the first full pay period in December of that year.
- 90.3 Where an Employee does not nominate an alternative arrangement as outlined in clause 90.1, the hours worked will be paid in the fortnight in which they are worked.

## **91 PROFESSIONAL LOCOMOTIVE OPERATING GRADE RECRUITMENT**

- 91.1 Locomotive Driver recruitment may be advertised externally and/or internally.
- 91.2 Recognition of Prior Learning will be used to determine the length of re-training for Locomotive Drivers recruited from other Victorian rail operators.
- 91.3 All newly employed Professional Locomotive Operating Grade Employees will be new starts within the V/Line organisation.
- 91.4 Professional Locomotive Operating Grade Employees previously employed by the Public Transport Corporation will have seniority recognised should they qualify for employment. In all other respects they are to be treated as new starts to the organisation.
- 91.5 Vienna testing will be used for the recruitment process including Victorian qualified Locomotive Drivers. The recruitment process for Victorian Qualified Locomotive Drivers will be under the following basis -
- (a) V/Line will provide an introduction session to applicants which will be conducted prior to the applicant undertaking the assessment. This session will outline how to prepare for the assessment and provide experience on the computer based testing system.
  - (b) V/Line will provide a feedback session on request to unsuccessful applicants. This will provide details of the testing outcome and the benchmarks of the test that were not met and how this could possibly be remedied.
  - (c) Applicants who do not meet the benchmark requirements will be offered the opportunity to re-sit the assessment after three (3) months have elapsed.

## **92 ROSTERING AND ROSTERING COMMITTEE/CONSULTATIONS**

- (a) Subject to the guidelines contained in this Part, rotations will be developed to suit each depot's work requirements.
  - (b) V/Line rostering personnel are to work in conjunction with the appointed Employee representatives of the Depots to frame suitable rosters/rotations subject to the guidelines contained in this Part.
- 92.2 **Maximum Shifts Rostered Per Fortnight**
- (a) Rotations will be constructed so that no more than 10 active shifts of work will be rostered in any fortnightly pay period.
  - (b) Additional shifts may be worked, up to 2 or 12 full or part driving (active shifts) shifts per fortnight. Rostering staff will ensure that when Locomotive-grade Employees work additional shifts they are not rostered more than 12 full or part driving shifts per fortnight.

- (c) Non safety critical shifts (e.g. continuation training, meetings, interviews etc.) will not count for the purposes of calculating active driving shifts per fortnight.
- (d) Employees shall make themselves available to work reasonable additional shifts/time outside of or within the master roster allocations to ensure train running requirements are met.

### 92.3 Length of Shifts

- (a) Driver Only shifts will operate for up to 8 hours 29 min in duration containing a travel/dock/preparation at the commencement of the shift or a shunt and a stable/travel at the completion of a shift.
- (b) Driver only shifts of 8 hours or less are not required to have a travel/dock/preparation at the commencement of the shift or a shunt and a stable/travel at the completion of a shift.
- (c) Shifts with two-persons consisting of a Locomotive Driver and a non-qualified driver, Locomotive operating Grade Employee, will operate for up to 9 hours in duration.
- (d) Shifts with Two Drivers can operate up to 11 hours in duration.

### 92.4 Driver Only Shift ('Black Hole')

- (a) Shifts rostered to finish between 01:00hrs and 05:00hrs will be a maximum of 6 hours.
- (b) Any shift that involves timetabled train departure (excludes time required for sign on; preparation etc. duties) from one location/station for another station/location, and the timetabled departure time is prior to 0500 hours, will also be limited to 6 hours.

### 92.5 Meal Breaks

- (a) V/Line shall roster Professional Locomotive Grade Employees a meal break of at least 20 minutes duration (with the addition of walking times to and from the meal facility – excluding where the meal facility is on the arrival platform). The meal break will be rostered to commence between the 3rd and the 5th hour of shift.
- (b) In the event a rostered Meal Break is unable to be taken (i.e. due to late running or unplanned disruptions) the Professional Locomotive Grade Employee shall be paid a meal allowance which will be considered as a Wasted Meal.
- (c) Without limiting sub clause 92.5(a) & 92.5(b) there are currently fifty two (52) shifts that are rostered without a meal break for Professional Locomotive Grade Employees. During the life of this agreement the 52 shifts shall not increase and all shifts shall be progressively rostered a meal break in accordance with sub-clause 92.5(a).
- (d) A Professional Locomotive Operating Grade Employee who is required to work for more than 2 hours beyond the rostered time of ceasing duty (subject to a minimum of 10 hours on duty) will be paid a meal allowance as set out in Table 7 of Schedule A of this Agreement.

## 92.6 Amenities

- (a) Shared meal facilities are to be equipped with hot and cold running water, microwave, toaster/griller, ice machine, refrigerator, table and chairs, hand washing facilities, heating and cooling and notice boards.
- (b) The meal room capacity is governed by the seating capacity and preference will be given to Employees who are subject to a rostered break, e.g. where a Driver must return to run a service.
- (c) Separate male and female staff toilets are to be supplied unless alternative local arrangements are agreed.
- (d) New meal facilities are subject to installation of all of the listed items above, and must be divided from toilet and work areas.
- (e) Platform 15 &16 at Southern Cross Station is designed for use by rostered operational staff and at present this facility is restricted to Eastern Region Drivers. Other Employees have been provided with sufficient time to take breaks at alternative locations. Any changes to this situation will be subject to consultation and adequate space being provided by V/Line.

## 92.7 Interval of Rest between Shifts

- (a) Subject to this clause, the time a Locomotive Operating Grade Employees shall remain off duty between shifts is for eleven (11) hours at their home depot or eight (8) hours when booked off away at a rest location.
- (b) When booked off away from the home depot and time off is less than eight (8) hours, then the Locomotive Operating Grade Employees will be paid time for the period off duty i.e. paid through until sign off duty at home station on the return leg. The Locomotive Operating Grade Employees is to be credited two (2) shifts.
- (c) For non-driving shifts (e.g. continuation training, meeting, interviews) the rostering interval between shifts may be ten (10) hours.

## 92.8 Developing Rotations

- (a) Rostering staff will attempt to cluster together the maximum number of Off Roster days when formulating rosters.
- (b) A master rotation will be displayed at all home depot sign on points.
- (c) Daily rosters will be posted as soon as possible but no later than 1400 hours each weekday. Off Roster notes must be received by the Roster Clerk prior to 0800 the day before being rostered off.
- (d) Off Roster notes for Saturday, Sunday and Monday are to be submitted no later than 0800 Friday.

## 92.9 Alterations of Rotations

- (a) With all permanent changes of rosters, V/Line shall provide a minimum of 28 days' notice to Locomotive Operating Grade Employees and/or their nominated representatives prior to the introduction of altered rosters.
- (b) V/Line will post final roster 14 days prior to the intended date of implementation.
- (c) V/Line will endeavour to post rosters covering Christmas and Easter holidays at least 28 days in advance unless there are special and extenuating circumstances that prevent this from occurring, or otherwise agreed.

- (d) There will be a minimum of 14 days' notice for advice regarding holiday relief weeks unless otherwise agreed as a result of local consultation.

#### 92.10 **Public Holiday Conversion Rosters**

- (a) The holiday conversion rosters will be posted no less than two (2) weeks prior to the actual event. The holiday conversion roster shall reflect Driver requirements for the nominated holiday.

#### 92.11 **Roster Rotations (Southern Cross)**

- (a) Southern Cross rotations comprise of the following:
  - (i) "A" Roster; will have sign on and off times applicable no earlier than the 6am sign on and no later than the last revenue service for sign off (except rest jobs).
  - (ii) "B" Roster; includes the majority of rest jobs for the SCS Depot.
  - (iii) "C" Roster; deemed as General Roster comprising of all shifts.
  - (iv) "D" Roster; is for HSR duties and delegates duties and Cab Committee roster.
- (b) Health and Safety Representative duties are rostered on a Monday to Friday basis, first part of the shift being normal revenue train running with second half being 'available'. When rostered on weekend shifts Health and Safety Representatives will perform normal duties as rostered. These may be used as a stand-by roster when "D" roster shifts are not required for the second half of the shift. The 'D' roster will comprise of two (2) day shift rotations.
- (c) Cab Committee Roster comprises of 1 day and 1 afternoon shift rotations with Drivers on this roster to run tests where appropriate.

#### 92.12 **Release of Delegates**

- (a) Subject to operational requirements and the time off being reasonable, office bearers of the RTBU Locomotive Division will be released from duties to enable them to attend to the activities set out in this subclause 94.12(a), provided that at least forty-eight (48) hours written notice is provided to V/Line, unless otherwise agreed. Earlier notice will assist in facilitating the release of office bearers. These activities include attending investigations with members which involve disciplinary, welfare, safety, SPAD and other Safe working issues, and operational return to work plans. Nothing in this clause removes an Employee's responsibility to ensure their representative is available, and any meeting will not be delayed due to the unavailability of a representative, unless agreed by V/Line. Other union activities for which release from duty will be granted include attending relevant FWC listings and Employee committees and working parties.
- (b) Subject to operational requirements and the time off being reasonable, and at least 48 hours notice being given, leave without pay will also be granted to office bearers of the RTBU Locomotive Division to attend Worksafe meeting with Health and Safety Representatives (if requested) ACCS Conciliations with members, RTBU member meetings, RTBU Sub-Division meetings and Divisional, Branch or National RTBU meetings and conferences.
- (c) Release from duty for any other reason is subject to the provisions in Clause 22.

#### 92.13 **OHS & Employee Representative Facility**

Locomotive Drivers representatives are currently provided with an office with access to communications and internet within the Southern Cross building. Should V/Line need to alter this arrangement it will provide office space and facilities of similar size

and quality within reasonable proximity to the current location for relevant representatives to be able to continue their activities.

**92.14 Establishment of New Country Depots**

- (a) During the life of this Agreement other new country depots may be established. Possible locations of new depots may be:
  - (i) Shepparton;
  - (ii) Bacchus Marsh;
  - (iii) Waurm Ponds; and/or
  - (iv) other locations yet to be determined.

**93 ALTERATIONS TO ORIGINAL SIGN ON TIME**

**93.1 Home Depot**

- (a) In altering the daily roster, V/Line may be required to change a Professional Locomotive Operating Grade Employee's sign-on time to within a 2 hour span either side of the original sign-on time, in accordance with the posting of daily rosters.
- (b) The 2 hour time span may be exceeded by agreement of the Professional Locomotive Operating Grade Employees where it does not contravene other guidelines within this document e.g. minimum time off between shifts.

**93.2 Rest Location**

Where a Professional Locomotive Operating Grade Employee is at rest, alterations to sign on time will be kept to a minimum. If the original sign-on time is laid back (i.e. amended to sign-on at a later sign-on time) the Professional Locomotive Operating Grade Employee will be paid from the original sign-on time until sign-off time at the end of the shift.

**93.3 Detention Away From Home Depot**

- (a) Rotations will be developed so that wherever practicable detention on a rest job will not exceed 12 hours duration after sign-off at the temporary location.
- (b) A payment will be made at the appropriate Professional Locomotive Operating Grade rate, for all hours that a Professional Locomotive Operating Grade Employee is detained at rest in excess of 12 hours, which is a stand alone payment, provided that the calculation of the detention time does not commence earlier than the expiration of the minimum 8 hour payment referred to in clause 93.4.

**93.4 Rostered Hours When Going To Rest**

No rest job will involve more than eight hours in terms of rostered times and a minimum credit of eight hours for each leg will apply. Each leg will count as a shift.

**94 PROFESSIONAL LOCOMOTIVE OPERATING GRADE EMPLOYEE CLASSIFICATIONS**

- 94.1 The Locomotive Driver 5 (V/Line) is the key classification.
- 94.2 Locomotive Driver 1 (Trainee new start) is a new start Trainee Driver.
- 94.3 Locomotive Driver 2 (Trainee qualified stage 3) means a Trainee Driver who has successfully completed all necessary training and evaluation and is authorised as proficient to perform second person duties as required.

- 94.4 Locomotive Driver 3 (Trainee 12 months) means a Trainee Driver who has completed 12 months successful training with the driver training scheme.
- 94.5 Locomotive Driver 5 (V/Line) means a Driver who has successfully completed the V/Line driver training course and is appointed to perform driving or second person duties.
- 94.6 Practical Driver Trainer (PDT) is now an appointed position and means a Driver who delivers directed or structured instructions and on the job training for Trainee Drivers and locomotive drivers.
- 94.7 Regional Driver Supervisor (RDS) means a qualified V/Line Driver who supervise day to day operations and line management activities at nominated depots. This includes but is not limited to; driver audits, supervision of allocated Drivers, attendance management, return to work coordination, and investigations.
- 94.8 Driver Compliance Officer (DCO) means a qualified V/Line Driver who conducts audits, assessments, training, investigations and operational return to work programs to ensure crew maintain competencies and safety standards. The DCO will work with the Learning & Development area to identify areas for improvements and develop options to achieve this.
- 94.9 Driver Training and Development Officer (DTDO) means a Qualified V/line Driver who develops and delivers both classroom & practical training modules to trainees and current drivers as appropriate. They will develop the core Driver training course material and other relevant training programmes including continuation and training for new infrastructure. Working closely with the DCOs they will develop programmes in response to trends and emerging issues/conditions.
- 94.10 The DCO and DTDO are required to fulfil all aspects of these roles. Individuals appointed to these positions will rotate through a roster including weekends as agreed between the Employees affected to fulfil both positions.
- 94.11 DCO,DTDO and RDS's are required to -
- (a) Drive trains no less than ten (10) shifts per calendar year rostered, to be completed in two (2) blocks of five (5) days. These shifts will be full rostered shifts and not rostered part appointed duties and part-shift driving duties.
  - (b) In addition to the normal ten (10) rostered annual shifts, can undertake the following train movements;
    - (i) Where a Driver fails to report and a DCO, DTDO or RDS is travelling they may complete the one (1) way journey.
    - (ii) Where the DCO, DTDO or RDS is present at a location which is incurring major delays due to a serious incident and no Driver is in position or available at the location to move the train the DCO, DTDO or RDS may render assistance in circumstances that would significantly reduce delays and assist in the service recovery process.
    - (iii) Where short notice non-attendance occurs and an DCO, DTDO or RDS can prevent a cancellation by running the train.
    - (iv) May be used to drive trains at times of extreme Driver shortages.



(c) **Roles and Responsibilities -**

- (i) Upon successful completion of a Certificate IV in Training and Assessment the DCO, DTDO or RDS may undertake the following duties;
  - (A) Conduct Driver/Trainee Driver audits, assessments and training.
  - (B) Participate in investigations or represent the company as subject matter experts for internal/external inquiries.
  - (C) Develop and maintain return to work programs.
  - (D) Develop training, audit and assessment tools to ensure continual improvements and Driver competency/safety standards.
- (d) Eligible candidates for the role of a DCO, DTDO or RDS will be based on suitability and a current Locomotive Driver Qualification having completed the V/Line Locomotive Driver Training Scheme as set out in this Agreement. Minimum requirement for candidates is two years of locomotive driving experience with V/Line.
- (e) When a DCO, DTDO or RDS wishes to resign from their appointment, this must be done in writing to their relevant manager together with a request to return to Locomotive Driver duties if desired. After the company has undertaken the recruitment and placement of a suitable candidate, the Employee will be returned to the role of Locomotive Driver.
- (f) When an individual is being managed through the Counselling & Disciplinary process clause 94.11(e) may not apply.
- (g) DCO & DTDO will be located in Melbourne and any proposed changes to the location will be subject to consultation.

**95 SECONDMENT**

Professional Locomotive Operating Grade Employees may be seconded to Regional Driver Supervisor, Driver Compliance Officer or Driver Training and Development Officer positions. The secondment period must be of a defined time which must not exceed 26 weeks provided the Professional Locomotive Operating Grade Employee concerned maintains driving proficiency and safe working accreditation during the period of such secondment.

**96 PROFESSIONAL LOCOMOTIVE OPERATING GRADE EMPLOYEE ALL PURPOSE RATE**

- 96.1 The All Purpose Rate, (where applicable), for Professional Locomotive Operating Grade Employees includes payment for the following:
- (a) Shift penalties.
  - (b) Distance Payments.
  - (c) Weekend/Additional Public Holiday Penalties (other than as set out in clause 89 below).
  - (d) Annual Leave Loading.
  - (e) Class 3 superannuation Allowances.
  - (f) 100% of Driver Only Operations Allowances.
  - (g) Extra Days Off.
  - (h) All additional hours worked.

**97 JOB SHARE – PROFESSIONAL LOCOMOTIVE OPERATING GRADE EMPLOYEES**

- 97.1 V/Line Professional Locomotive Operating Grade Employees who are permanently located at depots may voluntarily apply to participate in a program of job sharing.
- 97.2 Where two (2) Professional Locomotive Operating Grade Employees agree to job share at the same depot, one will vacate their rostered position and share the full-time rostered position of the other.
- 97.3 Where two Employees of the same grade job share the position, local arrangements will apply as required.
- 97.4 **Job Share - Practical Driver Trainers (PDT)**
- (a) From 1 June 2016 (unless previously noted in an Employee's letter of offer) the following will apply:-
- (i) As with all job share it will be subject to V/Line agreement.
- (ii) Where possible the PDT should attempt to find another PDT at that location to job share with.
- (iii) If clause 97.4(a)(ii) is not possible then the PDT can job share with a Locomotive Driver 5 on the following basis:-
- (A) As now, they both retire
  - (B) They will come back at the normal Driver rate of pay
  - (C) The Qualified PDT can make themselves available through the roster co-ordinator for PDTs for PDT work during the weeks they are at work. This will need to be confirmed for each "period" of work and be done at least 7 days in advance of return to work.
  - (D) For days they have made themselves "available" they will be utilised as required and paid at the PDT rate (regardless of whether they actually perform the role).
  - (E) If after making themselves available they decline the work rostered by the PDT roster co-ordinator they will not be paid the PDT rate for that day/period.
  - (F) To retain the opportunity to perform the PDT role the qualified PDT on job share will need to make themselves available at least 4 weeks in every 6 month period.
  - (G) The qualified PDT on job share will complete a timesheet for all days they are claiming PDT rate.
  - (H) V/Line will recruit to the vacated permanent PDT role.
- (iv) All future PDT appointments will be done on the basis that if they then request job share they will not retain any right to PDT work unless this job share is with another PDT or V/Line agrees to utilise them in a similar way as above.

**98 PART-TIME – PROFESSIONAL LOCOMOTIVE OPERATING GRADE EMPLOYEES**

- 98.1 Part-time Professional Locomotive Operating Grade Employees are those who work a regular pattern of hours which are less than eighty (80 hours) a fortnight.

- 98.2 Before commencing part-time employment the hours of work are to be agreed between V/Line and the Professional Locomotive Operating Grade Employees.
- 98.3 The hours of work will be for a specific number of shifts according to a roster.
- 98.4 Where a part-time Professional Locomotive Operating Grade Employees works to a roster the days or time of work may be subsequently varied according to the needs of V/Line however the Driver must agree if the average hours of work increase.
- 98.5 The terms of this Part in relation to leave entitlements apply pro rata to part-time Professional Locomotive Operating Grade Employees.
- 98.6 Guarantee provisions apply to part-time Professional Locomotive Operating Grade Employees which is the agreed roster.
- 98.7 Part-time Professional Locomotive Operating Grade 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 as per guarantee and receive a public holiday credit.
- 98.8 All other terms will be in accordance with the V/Line part-time arrangements.

## **99 MEDICAL ATTENDANCE**

- 99.1 This procedure covers the preparation and attendance of Professional Locomotive Operating Grade Employees for fasting and blood testing at subsequent medical examinations, required to meet the medical standards under the Code of Practice, Health Assessment of Rail Safety Workers.
- 99.2 The blood test requires the Professional Locomotive Operating Grade Employee to fast for a period of 11 hours prior to the test. Attendance time for the blood test should take up to 1 hour. An overall payment of 11 hours is to be made to the Professional Locomotive Operating Grade Employee who satisfactorily completes the blood test phase of the medical examination. This payment is to stand-alone and be deemed a non-driving shift.
- 99.3 Current arrangements associated with payments for fasting are to be limited to each principle medical examination. Any follow up examination associated with the results from the principal examination that required a repeat of the fasting process will be in the Driver's own time and attract no payment. This excludes situations where the above follow up examination is required through no fault of the Professional Locomotive Operating Grade Employees.
- 99.4 Payment for attendance at medicals and any subsequent follow-up medical fitness examination is to be rostered by V/Line and the time is to be paid at the appropriate Professional Locomotive Operating Grade rate. Where practicable the Professional Locomotive Operating Grade Employees is to attend work.

## **100 GUARANTEE**

- 100.1 A full-time Professional Locomotive Operating Grade Employees who is ready, willing and able for all work offering (in accordance with the provisions of these guidelines) is guaranteed 80 hours payment for the 10 rostered shifts on the master roster each fortnight. In the case of permanent part-time Professional Locomotive Operating Grade Employees the guaranteed payment in each fortnight will be their agreed fortnightly hours.
- 100.2 All time on duty in the 10 rostered shifts (including sick and other paid leave days taken in lieu of work days) on the master roster counts towards the guarantee of 8

hours per shift and any hours worked in excess of 80 hours per fortnight will be paid at the appropriate Professional Locomotive Operating Grade rate.

- 100.3 Shifts worked in addition to the rostered 10 shifts in any fortnightly pay period will be paid at the appropriate Professional Locomotive Operating Grade rate based on the hours actually worked subject to a minimum payment of 8 hours for each additional shift worked.
- 100.4 The guarantee will be withdrawn during any fortnight that an Employee is not available for all work offering in accordance with the Guarantee in clause 100.1. During that fortnight the Professional Locomotive Operating Grade Employees will be paid only for the actual hours worked.
- 100.5 Where a Professional Locomotive Operating Grade Employee calls in sick within 24 hours of the sign on time on an Off Rostered day where he/she had been rostered to work, sick leave will be paid at the All Purpose Rate when a medical certificate is supplied.
- 100.6 Where Professional Locomotive Operating Grade Employees are not required for rostered duty or any of the 10 rostered shifts for the fortnight (e.g. due to a reduction in services on public holidays) and no alternative duty is likely to become available then staff are to be notified as soon as possible. The guaranteed fortnightly hours remain intact and the cancelled shift retains its status as one of the rostered 10 shifts.

## **101 EQUALISATION OF ADDITIONAL WORK**

- 101.1 Subject to limitations of maximum rostered shifts per fortnight, to balance any additional work which cannot be covered the following will apply:
  - (a) Each excess shift call-in will be covered by employees whose Off Roster credits number from lowest to highest in terms of the Off Roster shifts worked in the current financial year, taking into account the particular shift times and those who have already worked an Off Roster shift in the current fortnight.
  - (b) Any Professional Locomotive Operating Grade Employee called in for additional jobs shall not have their original roster adjusted, unless agreed.
- 101.2 Current practice of equalization of additional work will continue.

## **102 EXCHANGE OF SHIFTS**

- 102.1 An exchange of shift between Professional Locomotive Operating Grade Employees will be permitted subject to the provisions of this Agreement and fatigue management requirements being adhered to and the exchange of shifts approved.
- 102.2 A Professional Locomotive Operating Grade Employee may request one or more days off duty without loss of pay providing he/she works another shift/s during the current pay period when mutually agreeable or alternatively, accepts a reduction from ordinary hours in the current pay period.

## **103 TIMESHEETS**

- 103.1 Time sheets must be submitted, where required, by all Professional Locomotive Operating Grade Employees showing hours of work and full details of tasks carried out during each individual shift. Timesheets must be submitted when claiming anything other than rostered hours.
- 103.2 In the case of "off roster shifts" worked, Professional Locomotive Operating Grade Employees must indicate how the monies involved are to be treated i.e. paid with

normal fortnightly earnings or deposited into salary sacrifice accounts, in accordance with Australian Taxation Office requirements.

#### **104 REPORTING BACK FOR DUTY**

- 104.1 When reporting back for duty, Professional Locomotive Operating Grade Employees will advise the roster clerk of their availability prior to 1100 hours on Saturday, Sunday or Monday and 1400 hours on other days.
- 104.2 When reporting "Back off Sick", if an illness/ailment has required an absence from duty for only that day the Professional Locomotive Operating Grade Employees may report back on that same day.

#### **105 REDEPLOYMENT DUE TO MEDICAL REASONS**

V/Line will consider whether a Professional Locomotive Grade Employee may have their salary maintained if it is agreed they are to be redeployed to a lower classified role where they are no longer able to meet the inherent requirements of their substantive role due to medical reasons. In this circumstance, an Employee's rate of pay will not be entitled to increase due under this Agreement until such time as the maintained rate is exceeded.

#### **106 MULTIPLE SINGLE CORRIDOR RUNNING**

- 106.1 The parties agree that two (2) return runs may be rostered on the same corridor to the following locations:
  - (a) Waurn Ponds\* / Melbourne (\* may include an additional station which is approximately 5km and no more than 7km beyond the current station at Waurn Ponds.)
  - (b) Bacchus Marsh / Melbourne
- 106.2 This rostering may be altered by agreement between the parties (depots involved).

#### **107 PUBLIC HOLIDAYS**

- 107.1 Payment for public holiday penalties is included in the All Purpose Rate.
- 107.2 The provisions of this clause do not apply to Locomotive Trainee New (Locomotive Driver 1) listed in Table 7 of Schedule A of this Agreement. The provisions of clause 41 apply instead.
- 107.3 Professional Locomotive Operating Grade Employees may be required to attend for duty on any of the public holidays prescribed in this clause unless they have reasonable grounds for refusal. Notification for such Employees who are required to work will be posted no less than two (2) weeks prior to the actual event. This 'holiday conversion roster' shall reflect Driver requirements for the nominated holiday. Drivers who would have been otherwise rostered to work, but are "not required" at this time will be advised and unless operational requirements change they will be treated as per Option 2 in the table below in clause 107.9.

##### **Working on a Public Holiday**

- 107.4 Subject to clause 107.6 and 107.7, if a Locomotive Operating Grade Employees works on one of the nominated days listed in clause 107.5, then they will receive:
  - (a) payment for the actual hours worked on the public holiday at 1.2 times their applicable All Purpose Rate, and, if they work less than eight (8) hours, the balance

of their eight (8) hour guarantee at their All Purpose Rate. (With all hours counting towards their ordinary hours/shifts for the fortnight); and

- (b) if their shift commences on the public holiday, an additional credit of eight (8) hours which can be taken as payment at their All Purpose Rate.

107.5 The recognised public holidays (as at the commencement of the Agreement) for Professional Locomotive Operating Grade Employees and the benefits under this clause are as follows:

- (a) New Year's Day
- (b) Australia Day
- (c) Labour Day
- (d) Good Friday
- (e) Saturday before Easter Sunday
- (f) Easter Sunday
- (g) Easter Monday
- (h) Anzac Day
- (i) Queens Birthday
- (j) Friday before the AFL Grand Final
- (k) Melbourne Cup
- (l) Christmas Day
- (m) Boxing Day

107.6 Where one of the above listed days falls on a Saturday or Sunday, then the Parties Covered by this Part of the Agreement agree that public holiday and associated penalties will apply on the actual day of the holiday that is Saturday or Sunday and there will be no public holiday or penalties or benefits recognised for any legislative or gazetted substituted or additional public holiday. To be clear, this applies regardless of whether the weekend public holiday is substituted for a week day in lieu (as usually occurs with Christmas Day and Australia Day), or whether an extra public holiday is given in addition to the weekend public holiday (which usually occurs for Boxing Day and New Years Day). This provision will remain in force for the period of time that the All Purpose Rate applies.

107.7 Subject to clause 107.6, if, during the nominal life of this Agreement, the Victorian Government introduces additional public holidays or reduces the number of public holidays, then that public holiday will be added or subtracted from the list set out in clause 107.5. This is subject to the principals set out in clause 107.6, to the effect that each public holiday will only be recognised once, regardless of whether or not, due to it falling on a weekend, a substitute or additional public holiday is gazetted or legislated.

#### **Rostered off on Public Holidays**

107.8 If an Employee is not otherwise required to work on a public holiday and the public holiday falls on a day that is not one of the days rostered as the Employee's 80 hours for the fortnight, they will receive an 8 hour credit (as per Option 4 below in clause 107.9) unless:

- (a) The Employee is on paid or unpaid leave over the period in which the public holiday falls; or

- (b) The Employee is absent for any reason on their shift immediately prior to or after the public holiday unless if their absence is due to personal leave, they produce a valid medical certificate for all personal leave taken immediately prior to and/or after the public holiday; and in respect of public holiday itself, a valid medical certificate that establishes that the Employee is available and fit to perform their duties on the public holiday.
- (c) The current practice where a Public Holiday recognised by this clause falls during a period in which a Professional Locomotive Operating Grade Employee is absent on paid leave will continue.

**107.9 Summary Table**

Option	Rostered	Works	Pay arrangements
1	Employee is rostered ON	Required to work and works	Paid 1.2 for actual hours worked on the public holiday plus and 8 hour credit.
2	Employee is rostered ON	Not required to work	8 hour payment as per Master roster
3	Employee is rostered OFF	Requested to work and works	Paid 1.2 for actual hours worked on the public holiday plus and 8 hour credit.
4	Employee is rostered OFF	Not required to work	8 hour credit

**107.10 Public Holiday Credits**

From the date of commencement of this Agreement, any public holiday credits that become due up to 1 December in each year and not cleared or salary sacrificed will be paid out in the first full pay period in December of that year.

**108 ANNUAL LEAVE**

- 108.1 All annual leave clearances and/or payments made upon resignation, retirement, redundancy or retrenchment are to be paid at the appropriate Professional Locomotive Operating Grade rate.
- 108.2 Where a Professional Locomotive Operating Grade Employee has accrued in excess ten (10) weeks annual leave, V/Line may direct the Professional Locomotive Operating Grade Employee to take up to 25% of the leave owing at the time any such direction is given.
- 108.3 Where a direction to clear leave is given, Professional Locomotive Operating Grade Employees shall be provided, wherever it is practicable to do so, with one (1) months' notice of the date on which annual leave is to commence.

**109 PERSONAL LEAVE CLEARANCES**

Personal leave clearances for Professional Locomotive Operating Grade Employees will be paid at the appropriate Professional Locomotive Operating Grade rate provided all notice and supporting evidence requirements set out in this Agreement are met.

## 110 TRAINING

### 110.1 V/Line Locomotive Driver training scheme

- (a) All Professional Locomotive Operating Grade Employee will be trained in accordance with the V/Line locomotive driver training scheme to the Certificate IV level in line with the Australian Qualification Training Framework and an additional 7 units of competency to qualify as a V/Line Locomotive Driver.
- (b) The parties have reviewed and made changes to the locomotive driver training scheme that has resulted in the reduction of the time taken to train Trainee Drivers, electric conversion and freight conversion drivers. This reduction in the time required to train a driver has been achieved through:
  - (i) Corridor specific training which results in the reduction in territory from the route knowledge training modules;
  - (ii) Removal of first aid training;
  - (iii) Recognition of prior learning;
  - (iv) New drivers (including trainees) to be recruited to nominated depots; and
  - (v) Ongoing savings of not maintaining the extended route knowledge for all Locomotive Drivers.
- (c) It is acknowledged that aspects of the revised training program may need to be modified from time to time to achieve a better training outcome.
- (d) It is also acknowledged that Driver simulation/simulator exercises may be conducted as and when deemed appropriate to enhance the training of locomotive drivers in 'degraded' situations which could include but not be limited to such things as fault finding etc.
- (e) The V/Line Locomotive Driver Training course requires all categories of Locomotive Drivers to learn all V/Line rolling stock.
- (f) Ongoing continuation training for qualified Locomotive Drivers will be conducted using the continuation training provisions contained in the V/Line Locomotive Driver training scheme.
- (g) The process of a Training Needs Analysis will also apply to any locomotive grade applications from other rail enterprises.
- (h) V/Line will take all reasonable steps to ensure that Trainee Drivers are able to complete all the criteria in clause 110.1(a) as expeditiously as possible and within the timeframes allocated in clause 110.2(a) and to a maximum period of 78 weeks in total.
- (i) If due to no fault of the Trainee Driver, the criteria at clause 110.1(a) cannot be achieved within the timeframes in Clause 110.1(h), V/Line will, once all the criteria are met, back pay the Trainee Driver for period between 78 weeks and the date of full qualification at the Professional Qualified Locomotive Driver classification rate of pay.
- (j) The Trainee Driver will not progress to the rates of pay and conditions of Professional Qualified Locomotive Driver after the time prescribed in 110.2(a) below, if the Trainee Driver has not met the relevant competency requirements because of the Employee's attendance, the Employee's competency performance and/or the Employee's safe working related performance.



- (k) Failure to meet the necessary competency requirements of the V/Line Locomotive Driver Training Scheme may result in a review of the Trainee Driver's employment with V/Line, including a consideration of redeployment to an alternative role.

#### 110.2 Revised Training Timelines

- (a) Professional Locomotive Operating Grade Employee training will be conducted using the conversion training provisions contained in the table below.

V/Line Locomotive Driver Training Plans	Training Days	Weeks
Trainee Driver Training Plan SCS-Regional Centres	365	73
<b><i>Previous Diesel Qualified Current Conversion Driver Training Plan</i></b>		
Previous Diesel Qualified Suburban Driver SCS-Regional Centres Conversion Training Plan	149	29.4
Previous Diesel Qualified Suburban Driver Regional Depot Conversion Training Plan	103	20.3
Freight Train Driver SCS-Regional Centres Conversion Training Plan	109	21.4
Freight Train Driver Regional Depot Conversion Training Plan	59	11.4
<b><i>Non-Diesel Qualified Current Conversion Driver Training Plan</i></b>		
Non-Diesel Qualified Suburban driver SCS-Regional Centres Conversion Training Plan	204	40.4
Non-Diesel Qualified Qualification Suburban Driver Regional Depot Conversion Training Plan	130	26

#### 110.3 Route Knowledge

- (a) V/Line will provide appropriate training for Professional Locomotive Operating Grade Employees on all changes to infrastructure on existing routes (i.e. routes that are in existence from the approval of this Agreement). The training will be provided using a number of learning tools which will include but shall not be limited to the following:
- (i) Driver simulator;
  - (ii) Route learning videos;
  - (iii) Route maps;
  - (iv) Simulation on service trains including physical observation of tracks; and
  - (v) Practical Driver Trainer, Driver Compliance Officer, Driver Training & Development Officer and RDS assisted learning.
- (b) V/Line will establish a Driver Training Working Committee which includes representatives from the RTBULD in addition to a Signal Sighting Representative, a Qualified Driver Trainer, a Practical Driver Trainer, RDS and Compliance Officer. The Committee will meet as often as reasonably necessary and review all relevant materials to provide its recommendation on the suitable training required on all changes identified.

- (c) This Committee will recommend the minimum training requirements that will also include the following:
  - (i) The learning tools to be utilised for that training;
  - (ii) The timeline for the training; and
  - (iii) The time required to conduct the training.
- (d) Individual Drivers may request additional training on a case by case basis and V/Line will accommodate this as appropriate.

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

- (a) V/Line will provide Driver Continuation Training which will be rostered during ordinary hours and will be a rostered two (2) full shifts up to sixteen (16) hours per annum per Employee and may be increased dependent upon the needs of V/Line and the Employee's development needs.
- (b) Continuation and other training will be arranged to take place at locations within the Driver's region where possible.

### 111 **TRAUMA LEAVE**

When a Professional Locomotive Operating Grade Employee is involved with a serious collision involving his/her rail vehicle the Employee/s will be provided with up to five days paid leave at the appropriate Professional Locomotive Operating Grade rate provided he/she is undertaking post traumatic stress counselling. Professional Locomotive Operating Grade Employees will not be financially disadvantaged by taking trauma leave. Trauma leave commences from the first shift the Professional Locomotive Operating Grade Employee would normally have been rostered to work following the shift on which the accident occurred. The five-day trauma leave entitlement will be provided for each separate collision/accident/incident.

### 112 **TEMPORARY TRANSFER/RELIEVING**

#### 112.1 **Guidelines for allocation for temporary transfer relieving at Southern Cross Depot**

- (a) Professional Locomotive Operating Grade Employees will be allocated to temporary transfer for no longer than periods of 2 weeks in any one location.
- (b) Professional Locomotive Operating Grade Employees travelling to a temporary transfer location may claim the travel time as a stand-alone payment that does not count for shift purposes.
- (c) Professional Locomotive Operating Grade Employees may work at Southern Cross Depot as required for the first part of their shift and travel to their temporary location and claim the hours as a shift.
- (d) Professional Locomotive Operating Grade Employees that volunteer for temporary transfer will be allocated a number which will not change unless the next Locomotive Operating Grade Employees above on the list leaves and then the numbers will be adjusted.
- (e) New Professional Locomotive Operating Grade Employees on the list will be allocated an appropriate number in order.
- (f) When a Professional Locomotive Operating Grade Employee is requested to work on temporary transfer in turn this will be recorded as follows:

- (i) If the Employee accepts, the date; duration and location will be noted.
- (ii) If the period required is only 1 week and the Employee will return to their home depot, then the Employee will be the first to be offered the next turn of temporary transfer
- (iii) If the Employee has been qualified on a corridor and the Employee has allowed the accreditation to lapse and the Employee is invited to relieve on that corridor, the Employee will be shown as 'Declined'.
- (iv) If the Employee has never been trained on the corridor and is asked to go relieving on that corridor, the Employee will be shown as 'Un Qualified' and offered the next turn for temporary transfer that the Employee is qualified for.
- (v) If a Practical Driver Trainer has a Trainee and cannot go, then he will be shown as 'Training' and retain his/her next turn at relieving until they are available to take up a temporary transfer position.
- (vi) If there is more than one relieving location available for temporary transfer, then the next available Professional Locomotive Operating Grade Employee will be advised of options by the workforce controller and be required to nominate what location they choose, then the next Professional Locomotive Operating Grade Employee in turn will be offered the remaining options until all locations are filled.
- (vii) Professional Locomotive Operating Grade Employees who do not accept their turn for temporary transfer will be shown as 'Declined' no mitigating excuses are accepted.
- (viii) When Professional Locomotive Operating Grade Employees are on annual leave they must wait till they have returned to duty before accepting temporary transfer positions.

#### **112.2 Temporary Day Relief for Professional Locomotive Operating Grade Employees**

- (a) Locomotive Operating Grade Employees (Employees) who wish to volunteer to relieve at locations other than their home depot can do so by placing their name on a volunteer list. The list of volunteers will be maintained by the company.
- (b) Payments for work related vehicle expenses per actual kilometres travelled are in accordance with the Australian Tax Office Schedule.
- (c) Any distribution of relief work will be equitable amongst the volunteers.
- (d) Unless the volunteer list has been exhausted an Employee on temporary day relief is not permitted to work two (2) consecutive relieving shifts due to possible fatigue factors. If the list has been exhausted the next relevant Employee may be asked to relieve and do so by agreement.
- (e) When an Employee works at alternate depots the travel time will not be included in the shift length, however they will be paid for the travel time. This may entail a shift length of eight (8) hours and twenty nine (29) minutes, with travel time calculated over and above the rostered shift length ("stand alone" payment).
- (f) Employees that work at alternate depots will be paid a meal allowance (wasted meal) per shift at the alternate depot.
- (g) Employees that relieve at an alternate depot will have;
  - (i) the payment for travel time calculated on the fasted timetabled train journey between the Employee's home depot and relieving location (return); and

- (ii) the payment for distance (actual Km's travelled) calculated from their place of residence to the alternate location and return. This will be determined by google maps.
- (h) Employees who wish to withdraw from the relieving list permanently must give the company a minimum of two weeks notice. Less notice may be permitted under extenuating circumstances and by agreement from V/Line.

**112.3 Travelling and incidental expenses**

Professional Locomotive Operating Grade Employees who work away from their home depot and are required to reside away from home on temporary transfer shall be paid travelling and incidental expenses as set out in Table 7 of Schedule A of this Agreement.

The allowance for breakfast, lunch, dinner or bed, as the case may be, as set out in Table 7 of Schedule A of this Agreement, shall not be paid to Employees unless they commence travelling from their Home Depot earlier than the time specified in the second column hereunder and/or do not return until after the time specified in the third column hereunder but no allowance shall be paid where the absence from Home Depot is under three hours nor for a bed when a bed is not reasonably required.

<u>Meal</u>	<u>If departure is before</u>	<u>If return is after</u>
Breakfast	0700 hours	0900 hours
Lunch	1230 hours	1400 hours
Dinner	1800 hours	1900 hours

**112.4 Transfer allowances.**

Professional Locomotive Operating Grade Employees who permanently transfer to a new depot shall be given a maximum of one day in which to pack and such time as is necessary, with a maximum of one day, to unpack their effects.

**113 ASCERTAINING THE NEXT DAY'S DUTY**

- 113.1 Daily rosters shall, as far as practicable, be prepared for the information of employees not later than 1400 hours on weekdays and 1200 hours on Saturdays. Saturday rosters shall include Sunday and Monday working.
- 113.2 Employees completing a shift prior to 1400 hours on weekdays or 1200 hours Saturday shall be advised by V/Line, or by roster, of their next turn of duty, as far as is practicable, prior to ceasing duty.
- 113.3 Notifications may be made by a telephone call to the Employees concerned at their place of residence or accommodation.

**114 MANAGEMENT OF SAFE WORKING INCIDENTS**

Any safe working infringements will be dealt with as prescribed in Locomotive Driver Point Demerit System OPPR-33 or a successor document as agreed by RTBULD and V/Line.

**115 DRIVER ADVISORY SYSTEM**

It is agreed to accept an in cab advisory system on V/Line rolling stock. This system provides information to the locomotive driver to optimise train performance which has a benefit in reduced fuel consumptions and overall train running performance.

**116 V/LINE FAULT DEFERMENT PROCEDURE**

Fault Deferment exists for a maximum of 72 hours after the issue is reported, after which repair must be completed for the vehicle to re-enter service. The detail of which items are included in this Procedure will remain as that contained in the V/Line Rail Operations Enterprise Agreement 2012-15 Clause 105, until further notice. Relevant staff, including Locomotive Drivers will be issued with the details of the Fault Deferment Booklet separately. Any changes to the current inclusions will require agreement.

V/Line in collaboration with a Working Party, will also be producing a Minimum Operating Standard during the life of this agreement and once this is finalised, an agreed document will be produced and distributed to relevant staff.

**117 STABLING OF VLOCITY TRAINS AT GEELONG STATION**

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

**118 TIME ALLOCATIONS FOR PROFESSIONAL LOCOMOTIVE OPERATING GRADE EMPLOYEES**

These time allowances reflect the time required to accomplish the listed tasks. Variation of time allocations for additional / altered tasks and new locations will be dealt with by time trials and verification by V/Line management.

Activity	Time allocated
<b>Sign On and Travel</b>	
Sign On: (All inclusive: peruse notice-cases, email, rosters and collect radio)	10 min
Sign Off: (All inclusive: hand in radio. submit time sheet, peruse roster)	5 min
Relieve at platform	5 min
Sign-On and relieve at platform	15 min
Sign-On at Spencer Street per suburban to North Melbourne and walk to South Dynon Yard	55 min
Where Sign-On is NOT at platform	add applicable walking time (below)
Sign-On and travel per motor vehicle – Country Depots	15 min
Sign-On and travel per motor vehicle – SCS Depot	20 min
<b>Walking Times</b>	
Depot to platforms	10 min

Depot to Bank sidings	12 min	
Depot to Car Sidings	5 min	
Nth Melbourne to Arden St / Melbourne Yard / Storage Yard	16 min	
Nth Melbourne to Dynon	15 min	
Traralgon depot up end C siding	10 min	
Traralgon depot to departure platform up end	7 min	
Traralgon depot to departure platform [down end]	8 min	
Traralgon yard shunt VLocity/Sprinter ex platform to Mafra/C siding	10 min	
Traralgon shunt VLocity/Sprinter ex platform to No.3 Road /'L'Siding / Fuel Point Road	18 min	
Traralgon Locomotive haul pass train run around and shunt	45 min	
NOTE: These times (walking times) are to be subject of review and agreement between the parties.		
<b>Loco Haul Train Preparation #</b>		
Second-person prepare Passenger train - 3-5 vehicle sets plus 2 minutes each additional vehicle	10 min	
# Where NO train Examiner is provided or if a Train Examiner is provided the second-person is to carry out the train prep during the brake test.		
<b>Brake Tests as per Air Brake Rules Circular 0.211/93</b>		
<p>Time shown is the minimum time allowed for examination and testing after the locomotive is coupled to a train and the air is put through.</p> <p>Full Examinations (FX1 with one Train Exam or FX2 with Driver and 2nd-person.)</p> <p>1.5 mins for each bogie vehicle in the consist of the train.</p> <p>FX2 (Driver Only)</p> <p>2.4 mins. for each bogie vehicle in the consist of the train, plus 6 mins. to carry out Cab Unattended Procedure.</p> <p>MX Examination (passenger trains) Where the second-person of a train operated by a Driver and Second-person is to conduct</p> <p style="padding-left: 40px;">the examination: 3 mins.</p> <p style="padding-left: 40px;">Driver of Driver Only train:</p> <p style="padding-left: 40px;">5 mins plus 6 mins Cab Unattended Procedure.</p>		
<b>Loco Procedures (incl. D.O times)</b>	<b>Two-person crew</b>	<b>Driver Only</b>
Start locomotive	10 min	10 min

Prepare locomotive	20 min	35 min
Stable locomotive	10 min	10 min
Stable and shutdown locomotive	15 min	20 min
Full start-up and prep.	30 min	45 min
Take or Verify Train Orders	-	5 min
Change-over on Passenger trains	-	2 min
Cab unattended Procedure	-	6 min
<b>V/Line Locomotive</b>		
Time from train arrival till loco available to precede to South Dynon	As Timetabled	
Time from Spencer Street Yard to South Dynon Loco depot	As Timetabled	
Time to fuel loco	20 mins	
Time to reblock loco	20 mins	
Provisioning and dewatering toilets at Wash Shed	20 mins	
Time to wash loco	20 mins	
Time from South Dynon loco depot to Spencer Street Yard	As Timetabled	
Total time for whole operation	As Timetabled plus additional tasks as listed	
<b>Stabling Of Passenger Trains</b>		
3-5 vehicle sets plus 2 minutes each additional vehicle	10 min*	
Book of Rules and Operating Procedures 1994, Page 12-7, Rule 9 (c), plus HEP switch-off and shutdown procedure		
*Plus applicable Shunting time		
<b>Time Allowance To Change Ends</b>		
Push-Pull with 6 car "H" set	10 mins	
On a Driver Only locomotive	5 min	
On a Two Person locomotive	3 mins	
<b>Fuelling Locomotives</b>		
Fuel locomotive – Y class	15 min	

Fuel locomotive – all other classes	20 mins
Couple and/or uncouple locomotives	10mins for two locos 10mins for each additional loco
<b>Fuelling Sprinters</b>	
20mins per sprinter (includes filing toilet water tank, fill washer bottles and wash windows.	
<b>Fuelling VLocity's</b>	
The interim fuelling times at Bendigo are as follows:	
Two Car VLocity	37 mins
Three Car VLocity	70 mins
The above times contain 'checking sand boxes' if required. A working party will be established to determine fuelling times for VLocity's at all locations.	

## 119 TIME ALLOWANCE FOR SPRINTER OPERATION

Activity	Time allocated
<b>Preparation</b>	
Daily Prep	33mins per unit
<b>Trip prep (required each time a new Driver takes over a Sprinter)</b>	
Sprinter shutdown	8 mins
Sprinter running	6 mins
Brake controller test (Only if units are detached to form separate services)	1 min
Changing ends – reversing direction-	2mins (plus 1/2min for each additional Sprinter)
Stabling-	5 mins (plus 1 min for each additional Sprinter.)
Coupling 2 Sprinters-	20 Mins with one Driver (passengers must not be on board);



	7 mins with 2 Drivers
Uncoupling 2 Sprinters	15 mins with one Driver; 6 mins with two Drivers (passengers may stay on board)

## 120 VLOCITY PREPARATION TIMES

### 120.1 VLocity Train Preparation Review

- (a) The parties agree that within six (6) months of the lodging of this Agreement with FWC a Joint Working Party comprised of representatives of the parties will use their best endeavours to complete a review of VLocity Preparation times ('the Review'). This will include a review of platform preparation/stabling tasks and times.
- (b) Any proposal to change the current VLocity Preparation times will include a review by the Joint Working Party of a proposed procedure (proposed draft document dated 25/10/15) and the introduction of technology or possible engineering solutions that demonstrates a reduction in VLocity Preparation times.
- (c) Any technological changes or engineering modification which demonstrates a reduction in VLocity Preparation times will be adopted.
- (d) Any changes to current VLocity Preparation times based on Clause 120.1(b) will require agreement by the Joint Working Party. Where the Working Party can not agree on a proposed change to current VLocity Preparation Times, the matter will be referred to the V/Line General Manager Train Services (currently Craig Dance) and the Divisional Secretary – RTBULD (currently Marc Marotta) for joint resolution.
- (e) When agreement is reached on a change to a preparation time as set out in sub-clause 120.1(b) and 120.1(c), that agreement will be recorded in writing and the relevant time allocations set out in clause 120.2 will be replaced by the new agreed times as from the commencement of the next revised master roster change.

### 120.2 Current Preparation Times

Activity	Time allocated
<b>Daily Preparations</b>	
1x3 car VLocity	77 Min
2x3 car VLocity	177 min*
* Includes coupling and continuity tests	
<b>Start-up times now replace secondary prep times</b>	
1x3 car VLocity	6 min
2x3 car VLocity	8 min*
* Excludes coupling and continuity tests, pit protection plus the applicable walking times	

Trains can be stabled at platforms with no driver except overnight.	
<b>All tasks</b>	
3 car VLocity full prep	77 min
Couple VLocity	7 min
Uncouple VLocity Follow up previous papers Plus additional time for passenger/station requirements if required. Plus stable if required.	3 min
Continuity Test Driver only 2 Drivers at platform (as per attach) 5 minutes 2 man in yard – Irrespective of number of units	16 min
Change ends	3 minutes -1 3 car unit +30 seconds each additional car
Stable	10 minutes Per Unit
Note: A primary preparation is required for all VLocity units ex examination or major repairs, ex collision and safety critical equipment or brake failure. This does not included minor repair which are not safety critical.	

# **PART 8 - AGGREGATE WAGE AND ASSOCIATED CONDITIONS - PASSENGER OPERATIONS EMPLOYEES**

## **121 APPLICATION**

- 121.1 The terms of this Part of the Agreement apply specifically to Passenger Operations Employees which include Yardmasters and Shunters employed by V/Line to work in the Southern Cross Station yard.
- 121.2 The Aggregate Rate Agreement provided for this Part will be maintained in accordance with the increases in clause 25.2 of this Agreement.

## **122 THE AGGREGATE RATE**

The Aggregate Rate shall include the Base Rate plus the Aggregate allowance as set out in Table 6 of Schedule A of this Agreement.

### **122.1 The Aggregate Allowance**

- (a) Passenger Operations Employees will be paid an Aggregate Rate as outlined in Table 6 of Schedule A of this Agreement. The Aggregate Rate includes an Aggregate Allowance which has been calculated so that it includes compensation for:
  - (i) Shift Penalties
  - (ii) Weekend/Public Holiday Penalties
  - (iii) Disability Allowance
  - (iv) Annual Leave Loading

### **122.2 The Base Rate and Ordinary Hours**

- (a) The Base Rate is the component of the Aggregate Rate that is based on 80 hours per fortnight where the difference between 76 hours and 80 hours has been calculated at time and one half (which is equivalent to 82 hours), excluding the Aggregate Allowance.
- (b) As a consequence the ordinary hours for Passenger Operations Employees will be 80 hours worked over 10 shifts per fortnight.

### **122.3 Overtime**

Daily overtime and excess shifts worked will be paid at time and one half of the Base Rate.

### **122.4 Payment of the Aggregate Rate**

- (a) A Passenger Operations Employee who is ready, willing and available to perform work over the fortnightly roster will be paid each fortnight two weeks wages (80 hours) at the Aggregate Rate and in accordance with Table 6 of Schedule A of this Agreement.
- (b) Where through genuine illness or approved leave, payment less than the guaranteed minimum becomes due to an Employee, payment shall be made at the guaranteed 2 weeks wages (80 hours) less the amount which would have accrued due to the Employee had they performed any duty available to them during the period of such absence. If the latter amount cannot be determined the deduction shall be one day's pay in respect of each day's absence.

- (c) Where earnings in the first 10 shifts fall short of the guaranteed minimum then payment for up to 4 hours of an 11th shift with penalty at time and one half may be used.
- (d) Where an Employee is absent from duty without pay on account of other than genuine illness or approved leave, the guarantee shall not apply and payment will be made for time actually worked within the period.
- (e) A guaranteed payment will not be available where an Employee has pay deducted in accordance with clause 15 "(Stand Down)".
- (f) Except as provided for in 122.4(g) and 122.4(h) below, a Passenger Operations Employee who is unavailable for work during the fortnightly roster as a result of an authorised absence on paid leave, including long service leave and time taken at single rate in lieu of overtime worked, will be eligible for payment of the Aggregate Rate for the hours absent.
- (g) Passenger Operations Employees who are absent from work on approved Personal/Carer's Leave not supported by a medical certificate or statutory declaration will be paid at 80% of the Aggregate Rate.
- (h) Passenger Operations Employees who are absent from work on approved Personal/Carer's Leave supported by a medical certificate from an authorised medical practitioner or statutory declaration, will be paid at the Aggregate Rate.

## **123 PUBLIC HOLIDAYS**

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

Australia Day	Labour Day	Melbourne Cup Day
Easter Monday	Queens Birthday	

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

Christmas Day	Boxing Day	New Years Day
Good Friday	Saturday before Easter Sunday	Easter Sunday
Anzac Day	Friday before the AFL Grand Final	

123.3 If, during the life of this Agreement, the Victorian Government introduces additional public holidays or reduces the number of public holidays, then that public holiday will be added or subtracted from the list set out in clause 123.

#### 123.4 General Guidelines to Interpretation

Public Holiday	Rostered/Not Required	Rostered and Works	Not Rostered
Australia Day Labour Day Easter Monday Queen's Birthday Melbourne Cup Day.	No deduction and credit (clause 123) <u>[Note: Does not count as a shift for calculation of overtime]</u>	"Silent" – unlike the other group of holidays, no penalty is prescribed. Must therefore pay at ordinary rates.	Treated as a normal rostered off day – factored into rate.
Christmas Day Boxing Day New Year's Day Good Friday Saturday before Easter Sunday Anzac Day Friday before the AFL Grand Final	Refer to clause 124 – required to make up the shortfall during the fortnight; in addition to be paid 8 hours for the holiday observed.	Time and one half of Base Rate (clause 123.2)	Treated as a normal rostered off day – factored into rate.

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

#### 124 UNDER TIME

- 124.1 If during the fortnightly cycle, a Passenger Operations Employee loses one or more shifts as a result of changed rostering requirements given the holidays set out in clause 123, V/Line can roster or via mutual agreement make up the shortfall during the course of that fortnight. The process is as follows:
- (a) Rostered by Mutual Agreement; or
  - (b) Call-in.
- 124.2 Provided that Passenger Operations Employees who lose one or more shifts as a result of any such change to rosters will be paid eight hours at the relevant aggregate rate for each holiday involved regardless of whether they are allocated an alternative under time shift or not. Payments so made count towards the minimum guaranteed hours for the fortnight.
- 124.3 Provided further that payments made stand alone and are not recognised as shifts for the purposes of calculating overtime.
- 124.4 Where a Passenger Operations Employee has unreasonably withheld their labour to make up under time, V/Line reserves the right to withhold payment for such under time. In the event of a dispute arising in relation to this issue the matter shall be dealt with in accordance with clause 10 of this Agreement.
- 124.5 The need to make up in any short fall of hours shall not cause alterations to any other Passenger Operations Employees unless on an agreed basis.
- 124.6 The provisions of this clause do not apply to Passenger Operations Employees who were rostered off duty for the holiday as part of their normal roster. The public holiday

for Passenger Operations Employees who fall into this category is treated as a normal rostered off day.

**125 MEAL ALLOWANCE**

125.1 The meal allowance previously paid by administrative action to Passenger Operations Employees to whom this Part of this Agreement applies will be increased to the amount specified in Table 6 of Schedule A of this Agreement.

125.2 This allowance will be adjusted by increases provided for in clause 25.2(c).

**126 SHUNTER TRAINING ALLOWANCE**

126.1 A Shunter Training Allowance will be paid to suitably qualified and formally designated Employees whilst performing training activities. This allowance is set out in Table 6 of Schedule A of this Agreement.

126.2 This allowance will be adjusted by increases provided for in clause 25.2(c).

**127 SHUNTERS TO ATTACH/DETACH DRIVER ONLY CREWED LOCOMOTIVES TO CARRIAGE SETS**

Southern Cross Station Passenger Operations Employees (who are classified as a Shunter) will attach locomotives to carriage sets that are/are not associated with run-arounds, subject to the Master Roster. They will also complete and distribute as required associated train prep dockets. It is acknowledged this task is also undertaken by available Professional Locomotive Operating Grade Employees when rostered Passenger Operations Employees (who are classified as a Shunter) are not available.

**128 INTRODUCTION OF NEW ROLLING STOCK**

The Parties covered by this Part of the Agreement will work together to ensure there are no impediments to the introduction of new and/or modified rolling stock as and when received during the life of the Agreement.

**129 SHUNTERS DUTIES- WASH PLANT**

The Parties agreed that Shunters can operate the Southern Cross (Bank siding) wash plant outside the Bombardier operational hours or when Bombardier are not available. Shunters will be appropriately trained in the operations of the wash plant prior to undertaking the requirement.

**130 MOVEMENTS AT SOUTH DYNON TO BE DRIVER ONLY**

The Parties covered by this Part of the Agreement accept that the movements at South Dynon, including run-arounds, will be carried out as a Driver Only function. Where the infrastructure allows and the operation requires suitably trained Shunters may undertake appropriate tasks.

**131 COLLECTION OF FUEL DOCKETS AT SOUTHERN CROSS**

Southern Cross Station Passenger Operations Employees (who are classified as a Shunter) will collect fuel dockets from the fuel point and scan to the appropriate department/s as required.

## **132 RADIO SHUNTING**

It is accepted by the Parties covered by this Part of the Agreement that the full implementation of radio shunting in the Southern Cross Yard will be achieved during the life of this Agreement. It is also accepted that, contrary to previous expectations, the successful implementation of radio shunting will result in a reduction of five Passenger Operations Employees from the Shunter grades; such reductions to be achieved via redeployment, retirement and/or general attrition.

# SCHEDULE A – RATES TABLE

(Increase payable from the first pay period commencing on or after the dates shown in Clause 25)

Table 1 - Operations & Administrative (Salary)

GRADE	DESC	WKLY HRS	CURRENT HOURLY RATE	SALARY/ DAILY PAID	CURRENT WEEKLY	01/07/2016	01/01/2017	01/07/2017	01/01/2018	01/07/2018	01/01/2019
						4.5%	1.5%	2.0%	2.0%	2.0%	2.0%
<b>CLERKS</b>											
PS059	CLERK C1	38	\$29.3949	Salary	\$1,117.01	\$1,167.27	\$1,184.78	\$1,208.48	\$1,232.65	\$1,257.30	\$1,282.44
PS064	CLERK C2	38	\$33.3696	Salary	\$1,268.04	\$1,325.11	\$1,344.98	\$1,371.88	\$1,399.32	\$1,427.31	\$1,455.85
PS066	CLERK C3	38	\$35.1774	Salary	\$1,336.74	\$1,396.89	\$1,417.85	\$1,446.20	\$1,475.13	\$1,504.63	\$1,534.72
PS068	CLERK C4	38	\$37.1202	Salary	\$1,410.57	\$1,474.04	\$1,496.15	\$1,526.08	\$1,556.60	\$1,587.73	\$1,619.48
PS070	CLERK C5	38	\$39.1872	Salary	\$1,489.11	\$1,556.12	\$1,579.47	\$1,611.05	\$1,643.28	\$1,676.14	\$1,709.66
PS072	CLERK C6	38	\$41.3885	Salary	\$1,572.76	\$1,643.54	\$1,668.19	\$1,701.55	\$1,735.59	\$1,770.30	\$1,805.70
PS074	CLERK C7	38	\$43.5944	Salary	\$1,656.59	\$1,731.13	\$1,757.10	\$1,792.24	\$1,828.09	\$1,864.65	\$1,901.94
<b>SENIOR OFFICERS</b>											
PS028	SNR OFF D01	38	\$45.0247	Salary	\$1,710.94	\$1,787.93	\$1,814.75	\$1,851.04	\$1,888.07	\$1,925.83	\$1,964.34
PS029	SNR OFF D02	38	\$46.4539	Salary	\$1,765.25	\$1,844.68	\$1,872.35	\$1,909.80	\$1,948.00	\$1,986.96	\$2,026.70
PS030	SNR OFF D03	38	\$47.8805	Salary	\$1,819.46	\$1,901.33	\$1,929.85	\$1,968.45	\$2,007.82	\$2,047.98	\$2,088.94
PS031	SNR OFF D04	38	\$49.3038	Salary	\$1,873.54	\$1,957.85	\$1,987.22	\$2,026.97	\$2,067.51	\$2,108.86	\$2,151.03
PS032	SNR OFF D05	38	\$50.7273	Salary	\$1,927.64	\$2,014.38	\$2,044.60	\$2,085.49	\$2,127.20	\$2,169.74	\$2,213.14
PS033	SNR OFF D06	38	\$52.1533	Salary	\$1,981.83	\$2,071.01	\$2,102.07	\$2,144.11	\$2,187.00	\$2,230.74	\$2,275.35
PS034	SNR OFF D07	38	\$53.5847	Salary	\$2,036.22	\$2,127.85	\$2,159.77	\$2,202.96	\$2,247.02	\$2,291.96	\$2,337.80
PS035	SNR OFF D08	38	\$55.0095	Salary	\$2,090.36	\$2,184.43	\$2,217.19	\$2,261.54	\$2,306.77	\$2,352.90	\$2,399.96
PS036	SNR OFF D09	38	\$56.4346	Salary	\$2,144.51	\$2,241.02	\$2,274.63	\$2,320.13	\$2,366.53	\$2,413.86	\$2,462.14
PS037	SNR OFF D10	38	\$57.8633	Salary	\$2,198.81	\$2,297.75	\$2,332.22	\$2,378.86	\$2,426.44	\$2,474.97	\$2,524.47
PS038	SNR OFF D11	38	\$59.2863	Salary	\$2,252.88	\$2,354.26	\$2,389.57	\$2,437.36	\$2,486.11	\$2,535.83	\$2,586.55
PS039	SNR OFF D12	38	\$60.7098	Salary	\$2,306.97	\$2,410.79	\$2,446.95	\$2,495.89	\$2,545.80	\$2,596.72	\$2,648.66
PS040	SNR OFF D13	38	\$62.1439	Salary	\$2,361.47	\$2,467.73	\$2,504.75	\$2,554.85	\$2,605.94	\$2,658.06	\$2,711.22
PS041	SNR OFF D14	38	\$63.5697	Salary	\$2,415.65	\$2,524.35	\$2,562.22	\$2,613.46	\$2,665.73	\$2,719.05	\$2,773.43



PS042	SNR OFF D15	38	\$64.9951	Salary	\$2,469.81	\$2,580.96	\$2,619.67	\$2,672.06	\$2,725.50	\$2,780.01	\$2,835.61
PS043	SNR OFF D16	38	\$66.4173	Salary	\$2,523.86	\$2,637.43	\$2,676.99	\$2,730.53	\$2,785.14	\$2,840.85	\$2,897.66
PS044	SNR OFF D17	38	\$67.8434	Salary	\$2,578.05	\$2,694.06	\$2,734.47	\$2,789.16	\$2,844.95	\$2,901.84	\$2,959.88
PS045	SNR OFF D18	38	\$69.2708	Salary	\$2,632.29	\$2,750.74	\$2,792.00	\$2,847.84	\$2,904.80	\$2,962.90	\$3,022.16
PS046	SNR OFF D19	38	\$70.7023	Salary	\$2,686.69	\$2,807.59	\$2,849.70	\$2,906.70	\$2,964.83	\$3,024.13	\$3,084.61
PS047	SNR OFF D20	38	\$72.1240	Salary	\$2,740.71	\$2,864.04	\$2,907.00	\$2,965.14	\$3,024.45	\$3,084.94	\$3,146.64
<b>STATION STAFF</b>											
PS120	STN OFF C1	38	\$30.9703	Salary	\$1,176.87	\$1,229.83	\$1,248.28	\$1,273.24	\$1,298.71	\$1,324.68	\$1,351.18
PS122	STN OFF C2	38	\$32.1587	Salary	\$1,222.03	\$1,277.02	\$1,296.18	\$1,322.10	\$1,348.54	\$1,375.51	\$1,403.02
PS124	STN OFF C3	38	\$33.8311	Salary	\$1,285.58	\$1,343.43	\$1,363.58	\$1,390.86	\$1,418.67	\$1,447.05	\$1,475.99
PS130	STNMASTER C4	38	\$36.0662	Salary	\$1,370.52	\$1,432.19	\$1,453.67	\$1,482.75	\$1,512.40	\$1,542.65	\$1,573.50
PS132	STNMASTER C5	38	\$37.2900	Salary	\$1,417.02	\$1,480.79	\$1,503.00	\$1,533.06	\$1,563.72	\$1,594.99	\$1,626.89
PS134	STNMASTER C6	38	\$38.9016	Salary	\$1,478.26	\$1,544.78	\$1,567.95	\$1,599.31	\$1,631.30	\$1,663.93	\$1,697.20
PS136	STNMASTER C7	38	\$41.0798	Salary	\$1,561.03	\$1,631.28	\$1,655.75	\$1,688.86	\$1,722.64	\$1,757.09	\$1,792.23
PS138	STNMASTER C8	38	\$43.5944	Salary	\$1,656.59	\$1,731.13	\$1,757.10	\$1,792.24	\$1,828.09	\$1,864.65	\$1,901.94
<b>CONDUCTORS</b>											
VL011	CONDUCTOR SERVICE MANAGERS	38	\$44.9699	Salary	\$1,708.86	\$1,785.75	\$1,812.54	\$1,848.79	\$1,885.77	\$1,923.48	\$1,961.95

**Table 2 - Operations (Daily Paid)**

GRADE	DESC	WKLY HRS	CURRENT HOURLY RATE	SALARY/ DAILY PAID	CURRENT WEEKLY	01/07/2016	01/01/2017	01/07/2017	01/01/2018	01/07/2018	01/01/2019
						4.5%	1.5%	2.0%	2.0%	2.0%	2.0%
<b>STATION STAFF</b>											
PT266	STN/ASST C1	38	\$26.7462	Daily Paid	\$1,016.36	\$1,062.09	\$1,078.02	\$1,099.58	\$1,121.58	\$1,144.01	\$1,166.89
PT265	STN/ASST C2	38	\$26.3213	Daily Paid	\$1,000.21	\$1,045.22	\$1,060.90	\$1,082.12	\$1,103.76	\$1,125.83	\$1,148.35
PT263	STN/ASST C3	38	\$25.9345	Daily Paid	\$985.51	\$1,029.86	\$1,045.31	\$1,066.21	\$1,087.54	\$1,109.29	\$1,131.47
PT269	STN/ASST MTR PCLS	38	\$26.9053	Daily Paid	\$1,022.40	\$1,068.41	\$1,084.44	\$1,106.12	\$1,128.25	\$1,150.81	\$1,173.83
PT280	CUSTOMER SERVICE SUPERVISOR	38	\$27.4938	Daily Paid	\$1,044.76	\$1,091.78	\$1,108.16	\$1,130.32	\$1,152.92	\$1,175.98	\$1,199.50

**AUTHORISED OFFICERS**

VL009	TRAINEE AO 1.1	38	\$27.2870	Daily Paid	\$1,036.91	\$1,083.57	\$1,099.82	\$1,121.82	\$1,144.25	\$1,167.14	\$1,190.48
VL010	TRAINEE AO 1.2	38	\$28.8111	Daily Paid	\$1,094.82	\$1,144.09	\$1,161.25	\$1,184.48	\$1,208.16	\$1,232.33	\$1,256.97
VL002	AO GRADE 1	38	\$33.3506	Daily Paid	\$1,267.32	\$1,324.35	\$1,344.22	\$1,371.10	\$1,398.52	\$1,426.49	\$1,455.02
VL003	AO GRADE 2	38	\$36.0434	Daily Paid	\$1,369.65	\$1,431.28	\$1,452.75	\$1,481.81	\$1,511.44	\$1,541.67	\$1,572.51
VL004	AO CREW LEADER	38	\$37.5698	Daily Paid	\$1,427.65	\$1,491.90	\$1,514.28	\$1,544.56	\$1,575.45	\$1,606.96	\$1,639.10
VL005	AO TEAM LEADER	38	\$44.5682	Daily Paid	\$1,693.59	\$1,769.80	\$1,796.35	\$1,832.28	\$1,868.92	\$1,906.30	\$1,944.43
<b>FUEL POINT &amp; YARD COORDINATION</b>											
VL013	FUEL POINT ASSISTANT	38	\$26.7462	Daily Paid	\$1,016.36	\$1,062.09	\$1,078.02	\$1,099.58	\$1,121.58	\$1,144.01	\$1,166.89
	YARD COORDINATOR	38	\$33.8311	Daily Paid	\$1,285.58	\$1,343.43	\$1,363.58	\$1,390.86	\$1,418.67	\$1,447.05	\$1,475.99

**Table 3 - Conductors**

GRADE	DESC	WKLY HRS	CURRENT HOURLY RATE	SALARY/DAILY PAID	CURRENT WEEKLY	01/07/2016	01/01/2017	01/07/2017	01/01/2018	01/07/2018	01/01/2019
						4.5%	1.5%	2.0%	2.0%	2.0%	2.0%
<b>CONDUCTORS</b>											
VL036	CONDUCTOR TRAINEE	38	\$25.9345	Daily Paid	\$985.51	\$1,029.86	\$1,045.31	\$1,066.21	\$1,087.54	\$1,109.29	\$1,131.47
PT034	CONDUCTOR	38	\$34.6467	Daily Paid	\$1,316.57	\$1,375.82	\$1,396.46	\$1,424.39	\$1,452.87	\$1,481.93	\$1,511.57
VL012	CONDUCTOR OJT	38	\$40.5335	Daily Paid	\$1,540.27	\$1,609.59	\$1,633.73	\$1,666.40	\$1,699.73	\$1,733.73	\$1,768.40

**Table 4 - Train Control & Signallers**

GRADE	DESC	WKLY HRS	CURRENT HOURLY RATE	SALARY/DAILY PAID	CURRENT WEEKLY	01/07/2016	01/01/2017	01/07/2017	01/01/2018	01/07/2018	01/01/2019
						4.5%	1.5%	2.0%	2.0%	2.0%	2.0%
VL034	SIGNALLER	38	\$31.2253		\$1,186.56	\$1,239.96	\$1,258.56	\$1,283.73	\$1,309.40	\$1,335.59	\$1,362.30
VL035	TEAM LEADER SIGNALLERS	38	\$37.1591		\$1,412.05	\$1,475.59	\$1,497.72	\$1,527.68	\$1,558.23	\$1,589.39	\$1,621.18
NF761	SNR TRAIN CTRL	38	\$54.5513		\$2,072.95	\$2,166.23	\$2,198.73	\$2,242.70	\$2,287.55	\$2,333.31	\$2,379.97
NF762	TRAIN CTRL 1	38	\$48.6342		\$1,848.10	\$1,931.26	\$1,960.23	\$1,999.44	\$2,039.43	\$2,080.21	\$2,121.82

NF763	TRAIN CTRL 2	38	\$47.3015		\$1,797.46	\$1,878.34	\$1,906.52	\$1,944.65	\$1,983.54	\$2,023.21	\$2,063.68
NF764	TRAIN CTRL 3	38	\$45.9672		\$1,746.75	\$1,825.36	\$1,852.74	\$1,889.79	\$1,927.59	\$1,966.14	\$2,005.46
NF765	TRAIN CTRL 4 CTRL	38	\$44.6370		\$1,696.21	\$1,772.54	\$1,799.12	\$1,835.11	\$1,871.81	\$1,909.24	\$1,947.43
NB222	TRAINEE TRAIN CONTROLLER	38	\$36.3135		\$1,379.91	\$1,442.01	\$1,463.64	\$1,492.91	\$1,522.77	\$1,553.23	\$1,584.29
VL015	REGIONAL SIGNAL CONTROL	38	\$42.7144		\$1,623.15	\$1,696.19	\$1,721.63	\$1,756.06	\$1,791.19	\$1,827.01	\$1,863.55
NT251	SIGNALMAN SPL A	38	\$31.3281		\$1,190.47	\$1,244.04	\$1,262.70	\$1,287.95	\$1,313.71	\$1,339.99	\$1,366.79

Table 5 - Geelong Shunters

GRADE	DESC	WKLY HRS	CURRENT HOURLY RATE	SALARY/DAILY PAID	CURRENT WEEKLY	01/07/2016	01/01/2017	01/07/2017	01/01/2018	01/07/2018	01/01/2019
						4.5%	1.5%	2.0%	2.0%	2.0%	2.0%
VL038	SHUNTER 2A	38	\$31.2921	Daily Paid	\$1,189.10	\$1,242.61	\$1,261.25	\$1,286.47	\$1,312.20	\$1,338.45	\$1,365.22
VL039	SHUNTER 2B	38	\$32.0455	Daily Paid	\$1,217.73	\$1,272.53	\$1,291.61	\$1,317.45	\$1,343.80	\$1,370.67	\$1,398.09
VL040	SHUNTER 2C	38	\$32.8624	Daily Paid	\$1,248.77	\$1,304.97	\$1,324.54	\$1,351.03	\$1,378.05	\$1,405.61	\$1,433.73
VL041	SHUNTER 3A	38	\$33.6635	Daily Paid	\$1,279.21	\$1,336.78	\$1,356.83	\$1,383.97	\$1,411.65	\$1,439.88	\$1,468.68
VL042	SHUNTER 3B	38	\$36.2203	Daily Paid	\$1,376.37	\$1,438.31	\$1,459.88	\$1,489.08	\$1,518.86	\$1,549.24	\$1,580.22
VL043	SHUNTER 4A	38	\$39.1006	Daily Paid	\$1,485.82	\$1,552.68	\$1,575.98	\$1,607.49	\$1,639.64	\$1,672.44	\$1,705.89

Table 6 - Passenger Operations Employees (Part 8)

GRADE	DESC	WKLY HRS	CURRENT HOURLY RATE	SALARY/DAILY PAID	CURRENT WEEKLY	01/07/2016	01/01/2017	01/07/2017	01/01/2018	01/07/2018	01/01/2019
						4.5%	1.5%	2.0%	2.0%	2.0%	2.0%
VL016	PAS OP EMP 2A (AGGREGATE RATE)	40	\$43.0380	Daily Paid	\$1,721.52	\$1,798.99	\$1,825.97	\$1,862.49	\$1,899.74	\$1,937.74	\$1,976.49
PB314	PAS OPS EMP 2A (BASE RATE)	40	\$32.6048	Daily Paid	\$1,304.19	\$1,362.88	\$1,383.32	\$1,410.99	\$1,439.21	\$1,467.99	\$1,497.35
VL022	PAS OP EMP 2A (PERSONAL LEAVE)	40	\$36.5823	Daily Paid	\$1,463.29	\$1,529.14	\$1,552.08	\$1,583.12	\$1,614.78	\$1,647.08	\$1,680.02
VL017	PAS OP EMP 2B (AGGREGATE RATE)	40	\$44.0745	Daily Paid	\$1,762.98	\$1,842.31	\$1,869.95	\$1,907.35	\$1,945.49	\$1,984.40	\$2,024.09
PB317	PAS OPS EMP 2B (BASE RATE)	40	\$33.3897	Daily Paid	\$1,335.59	\$1,395.69	\$1,416.62	\$1,444.96	\$1,473.86	\$1,503.33	\$1,533.40
VL023	PAS OP EMP 2B (PERSONAL LEAVE)	40	\$37.4633	Daily Paid	\$1,498.53	\$1,565.97	\$1,589.46	\$1,621.24	\$1,653.67	\$1,686.74	\$1,720.48
VL018	PAS OP EMP 2C (AGGREGATE RATE)	40	\$46.1102	Daily Paid	\$1,844.41	\$1,927.41	\$1,956.32	\$1,995.44	\$2,035.35	\$2,076.06	\$2,117.58
PB320	PAS OPS EMP 2C (BASE RATE)	40	\$34.2406	Daily Paid	\$1,369.62	\$1,431.26	\$1,452.73	\$1,481.78	\$1,511.42	\$1,541.64	\$1,572.48
VL024	PAS OP EMP 2C (PERSONAL LEAVE)	40	\$39.1937	Daily Paid	\$1,567.75	\$1,638.30	\$1,662.87	\$1,696.13	\$1,730.05	\$1,764.65	\$1,799.95
VL019	PAS OP EMP 3A (AGGREGATE RATE)	40	\$47.2141	Daily Paid	\$1,888.56	\$1,973.55	\$2,003.15	\$2,043.22	\$2,084.08	\$2,125.76	\$2,168.28

PB321	PAS OPS EMP 3A (BASE RATE)	40	\$35.0765	Daily Paid	\$1,403.06	\$1,466.20	\$1,488.19	\$1,517.95	\$1,548.31	\$1,579.28	\$1,610.87
VL025	PAS OP EMP 3A (PERSONAL LEAVE)	40	\$40.1320	Daily Paid	\$1,605.28	\$1,677.52	\$1,702.68	\$1,736.73	\$1,771.47	\$1,806.90	\$1,843.04
VL020	PAS OP EMP 3B (AGGREGATE RATE)	40	\$51.3746	Daily Paid	\$2,054.98	\$2,147.46	\$2,179.67	\$2,223.26	\$2,267.73	\$2,313.08	\$2,359.35
PB322	PAS OPS EMP 3B (BASE RATE)	40	\$37.7392	Daily Paid	\$1,509.57	\$1,577.50	\$1,601.16	\$1,633.18	\$1,665.85	\$1,699.16	\$1,733.15
VL026	PAS OP EMP 3B (PERSONAL LEAVE)	40	\$43.6684	Daily Paid	\$1,746.74	\$1,825.34	\$1,852.72	\$1,889.77	\$1,927.57	\$1,966.12	\$2,005.44
VL021	PAS OP EMP 4A (AGGREGATE RATE)	40	\$55.6100	Daily Paid	\$2,224.40	\$2,324.50	\$2,359.37	\$2,406.55	\$2,454.68	\$2,503.78	\$2,553.85
PB323	PAS OPS EMP 4A (BASE RATE)	40	\$40.7412	Daily Paid	\$1,629.65	\$1,702.98	\$1,728.53	\$1,763.10	\$1,798.36	\$1,834.33	\$1,871.01
VL027	PAS OP EMP 4A (PERSONAL LEAVE)	40	\$47.2685	Daily Paid	\$1,890.74	\$1,975.82	\$2,005.46	\$2,045.57	\$2,086.48	\$2,128.21	\$2,170.78
VL028	SNR POE 1 (AGGREGATE RATE)	40	\$60.7641	Salary	\$2,430.56	\$2,539.94	\$2,578.04	\$2,629.60	\$2,682.19	\$2,735.84	\$2,790.55
NX028	SNR POE 1 (BASE RATE)	40	\$46.9139	Salary	\$1,876.56	\$1,961.00	\$1,990.42	\$2,030.22	\$2,070.83	\$2,112.25	\$2,154.49
VL031	SNR POE 1 (PERSONAL LEAVE)	40	\$57.7259	Salary	\$2,309.04	\$2,412.94	\$2,449.14	\$2,498.12	\$2,548.08	\$2,599.04	\$2,651.02
VL029	SNR POE 2 (AGGREGATE RATE)	40	\$62.6556	Salary	\$2,506.22	\$2,619.00	\$2,658.29	\$2,711.45	\$2,765.68	\$2,821.00	\$2,877.42
NX029	SNR POE 2 (BASE RATE)	40	\$48.4035	Salary	\$1,936.14	\$2,023.27	\$2,053.62	\$2,094.69	\$2,136.58	\$2,179.31	\$2,222.90
VL032	SNR POE 2 (PERSONAL LEAVE)	40	\$59.5228	Salary	\$2,380.91	\$2,488.05	\$2,525.37	\$2,575.88	\$2,627.40	\$2,679.95	\$2,733.55
VL030	SNR POE 3 (AGGREGATE RATE)	40	\$64.5410	Salary	\$2,581.64	\$2,697.81	\$2,738.28	\$2,793.05	\$2,848.91	\$2,905.89	\$2,964.00
NX030	SNR POE 3 (BASE RATE)	40	\$49.8883	Salary	\$1,995.53	\$2,085.33	\$2,116.61	\$2,158.94	\$2,202.12	\$2,246.16	\$2,291.09
VL033	SNR POE 3 (PERSONAL LEAVE)	40	\$61.3140	Salary	\$2,452.56	\$2,562.93	\$2,601.37	\$2,653.40	\$2,706.46	\$2,760.59	\$2,815.81
GRADE	ALLOWANCE		RATE		CURRENT	01/07/2016	01/01/2017	01/07/2017	01/01/2018	01/07/2018	01/01/2019
						4.5%	1.5%	2.0%	2.0%	2.0%	2.0%
A637	PAS OPS EMPLOYEE MEAL ALLOWANCE		\$28.65		\$28.65	\$29.94	\$30.39	\$31.00	\$31.62	\$32.25	\$32.89
A616	SHUNTER TRAINING		\$3.94		\$3.94	\$4.12	\$4.18	\$4.26	\$4.35	\$4.43	\$4.52

Table 7 - Locomotive Operating Grades (Part 7)

GRADE	DESC	WKLY HRS	CURRENT HOURLY RATE	SALARY/DAILY PAID	CURRENT WEEKLY	01/07/2016	01/01/2017	01/07/2017	01/01/2018	01/07/2018	01/01/2019
						4.5%	1.5%	2.0%	2.0%	2.0%	2.0%
PF441	LOCO TNEE NEW (L1)	40	\$22.0878	Daily Paid	\$883.51	\$923.27	\$937.12	\$955.86	\$974.98	\$994.48	\$1,014.37
-	LOCO TNEE STAGE 2 VL (Base Rate)	40	\$24.4010		\$976.04	\$1,019.96	\$1,035.26	\$1,055.97	\$1,077.09	\$1,098.63	\$1,120.60
-	LOCO TNEE STAGE 2 VL (Aggregate Allowance)	40	\$6.8588		\$274.35	\$286.70	\$291.00	\$296.82	\$302.75	\$308.81	\$314.99
PB311	LOCO TNEE STAGE 2 VL (All Purpose Rate)	40	\$31.2598	Daily Paid	\$1,250.39	\$1,306.66	\$1,326.26	\$1,352.78	\$1,379.84	\$1,407.44	\$1,435.59
-	LOCO TNEE 12MTHS VL (Base Rate)	40	\$28.4699		\$1,138.80	\$1,190.04	\$1,207.89	\$1,232.05	\$1,256.69	\$1,281.83	\$1,307.46

-	LOCO TNEE 12MTHS VL (Aggregate Allowance)	40	\$6.8588		\$274.35	\$286.70	\$291.00	\$296.82	\$302.75	\$308.81	\$314.99
PB312	LOCO TNEE 12MTHS VL (All Purpose Rate)	40	\$35.3287	Daily Paid	\$1,413.15	\$1,476.74	\$1,498.89	\$1,528.87	\$1,559.45	\$1,590.63	\$1,622.45
-	LOCO DVR - V/L (Base Rate)	40	\$41.6308		\$1,665.23	\$1,740.17	\$1,766.27	\$1,801.60	\$1,837.63	\$1,874.38	\$1,911.87
-	LOCO DVR - V/L (Aggregate Allowance)	40	\$16.0053		\$640.21	\$669.02	\$679.06	\$692.64	\$706.49	\$720.62	\$735.03
PB205	LOCO DVR - V/L (All Purpose Rate)	40	\$57.6361	Daily Paid	\$2,305.44	\$2,409.19	\$2,445.33	\$2,494.23	\$2,544.12	\$2,595.00	\$2,646.90
VL014	PRACTICAL DRIVER TRAINER	40	\$63.3996	Daily Paid	\$2,535.98	\$2,650.10	\$2,689.85	\$2,743.65	\$2,798.52	\$2,854.50	\$2,911.59
VL007	DRIVER TRAINING COMPLIANCE OFF	40	\$69.1630	Daily Paid	\$2,766.52	\$2,891.01	\$2,934.38	\$2,993.07	\$3,052.93	\$3,113.99	\$3,176.27
VL006	REGIONAL DRIVER SUPERVISOR	40	\$69.1630	Daily Paid	\$2,766.52	\$2,891.01	\$2,934.38	\$2,993.07	\$3,052.93	\$3,113.99	\$3,176.27
GRADE	ALLOWANCE		RATE		CURRENT	01/07/2016	01/01/2017	01/07/2017	01/01/2018	01/07/2018	01/01/2019
						4.5%	1.5%	2.0%	2.0%	2.0%	2.0%
A640	DRIVERS WASTED MEAL		\$28.65		\$28.65	\$29.94	\$30.39	\$31.00	\$31.62	\$32.25	\$32.89
A641	DRIVERS REST JOB MEALS		\$28.65		\$28.65	\$29.94	\$30.39	\$31.00	\$31.62	\$32.25	\$32.89
A703	DRIVERS T&I MEALS		\$28.65		\$28.65	\$29.94	\$30.39	\$31.00	\$31.62	\$32.25	\$32.89
A700 & A701	DRIVERS T&I BEDS		\$115.00		\$115.00	\$120.18	\$121.98	\$124.42	\$126.91	\$129.44	\$132.03

Table 8 - Allowances (other than Locomotive Operating Grade Employees)

GRADE	ALLOWANCE	RATE	RATE PER SHIFT	RATE PER WEEK	CURRENT	01/07/2016	01/01/2017	01/07/2017	01/01/2018	01/07/2018	01/01/2019
						4.5%	1.5%	2.0%	2.0%	2.0%	2.0%
A631	T&I BREAKFAST/LUNCH	\$23.65			\$23.65	\$24.71	\$25.08	\$25.59	\$26.10	\$26.62	\$27.15
A632	T&I DINNER	\$34.30			\$34.30	\$35.84	\$36.38	\$37.11	\$37.85	\$38.61	\$39.38
A700 & A701	T&I BEDS	\$100.80			\$100.80	\$105.34	\$106.92	\$109.05	\$111.24	\$113.46	\$115.73
A630	MEAL ALLOWANCE	\$10.90			\$10.90	\$11.39	\$11.56	\$11.79	\$12.03	\$12.27	\$12.51
A634	CONDUCTOR REST JOB MEAL	\$23.65			\$23.65	\$24.71	\$25.08	\$25.59	\$26.10	\$26.62	\$27.15
A636	CONDUCTOR OVERTIME MEAL	\$20.20			\$20.20	\$21.11	\$21.43	\$21.85	\$22.29	\$22.74	\$23.19
A018	FIRST AID	\$0.25			\$0.25	\$0.26	\$0.27	\$0.27	\$0.28	\$0.28	\$0.29
A380	STANDBY ALLOW (WEEKDAY)		\$7.50		\$7.50	\$7.84	\$7.96	\$8.11	\$8.28	\$8.44	\$8.61
A381	STANDBY ALLOW (WEEKEND)		\$18.80		\$18.80	\$19.65	\$19.94	\$20.34	\$20.75	\$21.16	\$21.58

Table 9 - Shift Allowances (other than Locomotive Operating Grade Employees & POE)

GRADE	ALLOWANCE		CURRENT HOURLY RATE	RATE PER SHIFT	CURRENT	01/07/2016	01/01/2017	01/07/2017	01/01/2018	01/07/2018	01/01/2019
						4.5%	1.5%	2.0%	2.0%	2.0%	2.0%
A660	Early Shift - Ops Agreement		\$3.08		\$3.08	\$3.22	\$3.27	\$3.33	\$3.40	\$3.47	\$3.54
A661	Afternoon Shift - Ops Agreement		\$3.08		\$3.08	\$3.22	\$3.27	\$3.33	\$3.40	\$3.47	\$3.54
A662	Night Shift - Ops Agreement		\$3.61		\$3.61	\$3.77	\$3.83	\$3.91	\$3.98	\$4.06	\$4.14
	1.01am to 3.59am Shift Loading - Ops Agreement			\$3.61	\$3.61	\$3.77	\$3.83	\$3.91	\$3.98	\$4.06	\$4.14
A664	Permanent Night Shift - Ops Agreement		\$4.45		\$4.45	\$4.65	\$4.72	\$4.81	\$4.91	\$5.01	\$5.11

**BARGAINING REPRESENTATIVES**

Signed on behalf of V/Line Pty Ltd

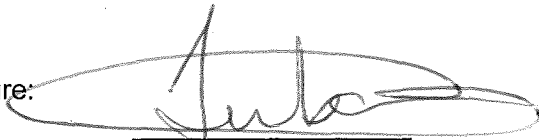
Signature:



Name: Carol-Anne Nelson  
Title: Acting Chief Executive Officer  
Date: 9/11/2016  
Address: Level 9, 750 Collins Street Docklands VIC 3008

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

Signature:



Name: Luba Grigorovitch  
Title: State Secretary  
Date: 9/11/2016  
Address: Level 2, 365 Queen Street Melbourne VIC 3000

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

Signature:



Name: Marc Marotta  
Title: Divisional Secretary  
Date: 09-11-2016  
Address: 6/1-5 Elizabeth Street Melbourne VIC 3000