DECISION

Fair Work Act 2009
s.185 - Application for approval of a single-enterprise agreement

V/Line Pty Ltd T/A V/Line
(AG2013/9524)

V/LINE RAIL OPERATIONS ENTERPRISE AGREEMENT 2012-2015

Rail industry

COMMISSIONER CARGILL SYDNEY, 2 OCTOBER 2013

Application for approval of the V/Line Rail Operations Enterprise Agreement 2012-2015.

[1] An application has been made for approval of an enterprise agreement known as the V/Line Rail Operations Enterprise Agreement 2012-2015 (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the *Act*) by V/Line Pty Ltd T/A V/Line (V/Line). The agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Australian Rail, Tram and Bus Industry Union (ARTBIU) 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, will operate from 9 October 2013. The nominal expiry date is 30 June 2015.

[5] It should be noted that Table 8 - Allowances (other than Locomotive Operating Grade Employees) contains incorrect rates for the Conductor Overtime Meal allowance. A Table which contains the correct rates is attached to this decision. Also attached to the decision are two letters from V/Line to the ARBTIU concerning the continued operation of certain provisions.

COMMISSIONER

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

GRADE	ALLOWANCE	RATE		CURRENT	21/05/2013 1.00%	1/07/2013 1.50%	1/01/2014 2.75%	1/07/2014 2.75%	1/01/2015 5.00%
A631	T&I Meal (Breakfast and Lunch)	$20.8000		$30.20	$30.50	$30.95	$31.80	$32.70	$34.30
A632	T&I Meal (Dinner)	$30.2000		$20.80	$21.00	$21.30	$21.90	$22.50	$23.65
A700	T&I Bed	$88.7000		$88.70	$89.60	$90.95	$93.45	$96.00	$100.80
A630	Meal Allowance (Clause 66.1)	$9.6000		$9.60	$9.70	$9.85	$10.10	$10.40	$10.90
A634	Conductor Rest Job Meal	$20.8000		$20.80	$21.00	$21.30	$21.90	$22.50	$23.65
A636	Conductor Overtime Meal (Clause 59.2)	$17.7000		$17.7000	$17.87	$18.14	$18.64	$19.15	$20.12
A018	First Aid	$0.2211		$0.2211	$0.2233	$0.2267	$0.2329	$0.2393	$0.2513

Table 9 - Shift Allowances (other than Locomotive Operating Grade Employees and POE)
Clause 58

GRADE	ALLOWANCE	CURRENT HOURLY RATE	CURRENT RATE PER SHIFT	CURRENT	21/05/2013 1.00%	1/07/2013 1.50%	1/01/2014 2.75%	1/07/2014 2.75%	1/01/2015 5.00%
A660	Morning (per hour)	$2.7100		$2.71	$2.74	$2.78	$2.85	$2.93	$3.08
A661	Afternoon (per hour)	$2.7100		$2.71	$2.74	$2.78	$2.85	$2.93	$3.08
A662	Night (per hour)	$3.1800		$3.18	$3.21	$3.26	$3.35	$3.44	$3.61
A663	Early Morning (**fixed amount per shift**)		$3.1800	$3.18	$3.21	$3.26	$3.35	$3.44	$3.61
A664	Permanent Night Shift (per hour)	$3.9200		$3.92	$3.96	$4.02	$4.13	$4.24	$4.45

[2013] FWCA 7563

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vline.com.au

29 August 2013

Mr Trevor Dobbyn
State Secretary
The Rail, Tram and Bus Union
Level 2, 365 Queen Street
MELBOURNE 3000

Dear Trevor

Employee Free Travel Passes - Clause 7 2009 – 2012 Rail Operations Enterprise Agreement

I am writing in response to concerns raised by your Union today in relation to the above clause not being included in the 2012 – 2015 V/Line Rail Operations Enterprise Agreement.

I understand that discussions have occurred between representatives of your union and Ryan Murphy, Senior Industrial Relations Advisor regarding the reinstatement of this Clause into the 2012 – 2015 Rail Operations Enterprise Agreement.

V/Line will exercise the "erroneously removed provision" that applies in these circumstances. V/Line confirms that the provisions of Clause 7 in the 2009 – 2012 V/Line Rail Operations Enterprise Agreement will continue to apply in the 2012 – 2015 V/Line Rail Operations Enterprise Agreement.

Yours sincerely

Jenny Kelman

Jenny Kelman
General Manager – Human Resources

V/Line Pty Ltd Level 9, 750 Collins Street, Docklands, VIC 3008. GPO Box 5343, Melbourne VIC 3001. T (03) 9619 5900 F (03) 9619 5000
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20 September 2013

Mr Trevor Dobbyn
State Secretary
The Rail Tram and Bus Union
Level 2, 365 Queens street
MELBOURNE VIC 3000

Dear Trevor,

Accompanying Letter of Intent for

V/Line's Rail Operations Enterprise Agreement 2012 – 2015

1. Redrafting of Agreement – Erroneously Removed Permitted Matters.

As has been discussed throughout the negotiations for the abovementioned 2012 – 2015 Enterprise Agreement, (the "new Agreement"), when redrafting this new Agreement major changes have been made. When compared to the previous 2009 – 2012 V/Line Passenger (Operations) Enterprise Agreement these changes have resulted in an overall reduction of 57 pages i.e. from 143 to 86 pages in the replacement 2012 – 2015 Agreement.

The vast majority of the reductions have been achieved through a consolidation of provisions previously contained in the undermentioned PARTS of the 2009 – 2012 Agreement. Any provisions that were still relevant today (some were outdated and no longer used), have been incorporated into Parts 6; 7 and 8 of the new Agreement:

- PARTS 16 – AWARD CLAUSES INCORPORATED FROM THE RAILWAYS TRAFFIC, PERMANENT WAY & SIGNALLING WAGES STAFF AWARD 2002;
- PART 17 – AWARD CLAUSES INCORPORATED FROM THE LOCOMOTIVE DRIVERS (VICTORIA) AWARD 2001; AND
- PART 18 – PROVISIONS FOR RAILWAYS SALARIED EMPLOYEES.

This letter is to confirm that if, during the life of this Agreement the RTBU or V/Line find that previously existing permitted matters have been removed erroneously, V/Line, in consultation with the RTBU, agrees to address the effects of such matters and to take action as might be required to rectify the effects of any such oversight.

V/Line Pty Ltd ABN 29 087 425 269

2. RRL Allowance

V/Line has agreed to the removal of proposed clause 39, RRL Allowance as set out in the draft Agreement dated 4 July 2013 forwarded to your office on the basis that it was not discussed during the course of negotiations – V/Line's proposal was that it be included as a replacement for former clause 9.7- "RFR Allowance" in the 2009 – 2012 Agreement; and, on the basis that it is agreed that any such claim would breach provisions of clause 7 "No Extra Claims" in the new Agreement in any case.

3. Privilege Tickets

It is also confirmed that arrangements are being made for instructions to be issued to all relevant authorities that discounted rail fares available to certain employees through the use of "Privilege Tickets" will cease from a date as early as practicable after the new Agreement has been approved by Fair Work Australia. A separate notice to all concerned will be issued in due course with a copy to your office for information purposes.

Should you require any further information or clarification about these matters, please do not hesitate to contact me.

Yours Sincerely,

Jenny Kelman

Jenny Kelman

General Manager – Human Resources

CC Rima Tawil (In-House Lawyer RTBU)

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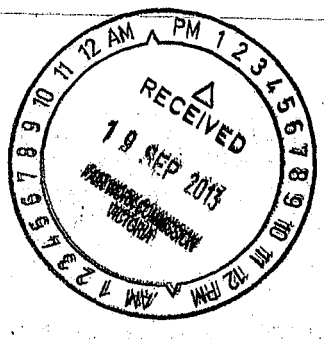


V/LINE RAIL OPERATIONS

ENTERPRISE AGREEMENT

2012-2015

V/LINE RAIL OPERATIONS ENTERPRISE AGREEMENT 2012-2015

PART 1 – APPLICATION AND OPERATION

1 TITLE

This Agreement shall be known as the V/Line Rail Operations Enterprise Agreement 2012-2015 ("**Agreement**").

2 ARRANGEMENT

PART 1 – APPLICATION AND OPERATION 2

1	TITLE	2
2	ARRANGEMENT	2
3	DEFINITIONS	6
4	COMMENCEMENT DATE AND PERIOD OF OPERATION	7
5	COVERAGE	7
6	STRUCTURE AND INTERPRETATION OF THIS AGREEMENT	8
7	NO EXTRA CLAIMS	8

PART 2 – COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION 9

8	CONSULTATION	9
9	DISPUTE SETTLEMENT PROCEDURES	9

PART 3 - EMPLOYMENT RELATIONSHIP AND RELATED MATTERS 12

10	APPLICATION	12
11	TERMS OF EMPLOYMENT	12
12	INDIVIDUAL FLEXIBILITY AGREEMENT	13
13	STAND DOWN	14
14	REDUNDANCY	15
15	TRANSFER OF BUSINESS	15
16	SECURITY REQUIREMENTS	15
17	DRUG AND ALCOHOL	16

PART 4 - RATES OF PAY AND RELATED MATTERS 17

18	APPLICATION	17
19	RATES OF PAY	17
20	PAYMENT OF WAGES	17

21	RECOUPMENT OF OVERPAID SALARY/WAGES	17
22	SUPERANNUATION	18
23	SALARY PACKAGING FOR SUPERANNUATION	18
24	ACCIDENT MAKE UP PAY	19
25	FIRST AID ALLOWANCE	19
26	MOTOR VEHICLE	19
27	RELIEVING IN HIGHER POSITIONS ALLOWANCES	20

PART 5 - TYPES OF LEAVE , PUBLIC HOLIDAYS AND OTHER MATTERS – ALL EMPLOYEES 21

28	APPLICATION	21
29	ANNUAL LEAVE	21
30	PUBLIC HOLIDAYS	23
31	PERSONAL/CARER'S LEAVE	24
32	BEREAVEMENT LEAVE / COMPASSIONATE LEAVE	26
33	UNSCHEDULED LEAVE ABSENCES	27
34	PARENTAL LEAVE	27
35	COMMUNITY SERVICE LEAVE	33
36	SPECIAL LEAVE – FAMILY/DOMESTIC VIOLENCE	34
37	RAIL OPERATIONS MANAGEMENT SYSTEM (ROMS)	34
38	ACCEPTANCE OF NEW PAYROLL SYSTEM	35
39	TRAINING AND SKILLS DEVELOPMENT	35
40	HEALTH ASSESSMENTS – RAIL SAFETY WORKERS	36
41	ELECTRONIC DOCUMENT CONTROL AND DISTRIBUTION	36

PART 6 - GENERAL CONDITIONS OF EMPLOYMENT – OPERATIONS AND ADMINISTRATIVE EMPLOYEES AND PASSENGER OPERATIONS EMPLOYEES 37

42	APPLICATION	37
43	ORDINARY HOURS	37
44	EMPLOYEE EXTRA DAY OFF (EDOs)	37
45	BANKING OF EDOs	37
46	GUARANTEED FORTNIGHT	38
47	LENGTHS OF SHIFTS	38
48	INTERVALS BETWEEN SHIFTS	38
49	SATURDAY DUTY	38
50	SUNDAY DUTY	39
51	EXCESS SHIFTS	39
52	NOTIFICATION OF SHIFT ALTERATIONS	39

53	OVERTIME	39
54	EMERGENCY WORK	40
55	LIMITATIONS OF PENALTY PAYMENTS	40
56	TIME OFF IN LIEU	40
57	MINIMUM PAYMENTS	40
58	SHIFT DUTY ALLOWANCE AND PENALTIES	41
59	CONDUCTORS TRIP ALLOWANCES	42
60	MINIMUM TIME – CONDUCTORS' REST JOBS	42
61	CONDUCTORS' INTERVAL	42
62	CONDUCTORS' "DOWNTIME" WHILE AT SOUTHERN CROSS	42
63	CONDUCTORS DETENTION AWAY FROM HEADQUARTERS	42
64	BROKEN SHIFTS	43
65	TRAVELLING AND WAITING TIME	43
66	TRAVELLING AND INCIDENTAL EXPENSES	44
67	MEAL BREAKS AND CRIB BREAKS	45
68	OVERTIME MEAL ALLOWANCES	45
69	LIMITATION ON APPLICATION – SENIOR OFFICERS	45
70	ROSTERING AND SHIFT ARRANGEMENTS	46
71	ONGOING REVIEW OF REGIONAL PASSENGER AND FREIGHT NETWORK	46
72	NEW TICKETING SYSTEM	46
73	TRAUMA COUNSELLING	47
74	ALLOWABLE IN-SERVICE ROLLINGSTOCK FAULTS	47

PART 7 – GENERAL CONDITIONS OF EMPLOYMENT – LOCOMOTIVE OPERATING GRADE EMPLOYEES 48

75	APPLICATION	48
76	ORDINARY TIME OF DUTY	48
77	LOCOMOTIVE OPERATING GRADE RECRUITMENT	48
78	ROSTERING AND ROSTERING COMMITTEE/CONSULTATIONS	48
79	ALTERATIONS TO ORIGINAL SIGN ON TIME	50
80	LOCOMOTIVE OPERATING GRADE EMPLOYEE CLASSIFICATIONS	51
81	SECONDMENT	52
82	LOCOMOTIVE OPERATING GRADE EMPLOYEE ALL PURPOSE RATE	52
83	JOB SHARE – LOCOMOTIVE DRIVERS	52
84	PART-TIME – LOCOMOTIVE DRIVERS	52
85	MEDICAL ATTENDANCE – LOCOMOTIVE OPERATING GRADE EMPLOYEES	53

86	GUARANTEE	53
87	EQUALISATION OF ADDITIONAL WORK	54
88	EXCHANGE OF SHIFTS	54
89	TIMESHEETS	54
90	REPORTING BACK FOR DUTY	54
91	SATURDAY AND SUNDAY WORK	54
92	MULTIPLE SINGLE CORRIDOR RUNNING	55
93	PUBLIC HOLIDAYS	55
94	ANNUAL LEAVE	56
95	PERSONAL LEAVE CLEARANCES	56
96	WORKERS' COMPENSATION – MAKE UP PAY	56
97	TRAINING	56
98	TRAUMA LEAVE	58
99	TEMPORARY TRANSFER/RELIEVING	58
100	ASCERTAINING THE NEXT DAY'S DUTY	59
101	SAFE WORKING BREACHES	59
102	DISCIPLINE PROCEDURE	60
103	ROLLING STOCK ADVISORY SYSTEM	62
104	FUEL POINT ASSISTANT	62
105	V/LINE FAULT DEFERMENT PROCEDURE	63
106	STABLING OF VLOCITY TRAINS AT GEELONG STATION	66
107	TIME ALLOCATIONS FOR LOCOMOTIVE DRIVERS V/LINE	66
108	TIME ALLOWANCE FOR SPRINTER OPERATION	69
109	VLOCITY PREPARATION TIMES	70
110	DRIVING COMPANY MOTOR VEHICLES	71

PART 8 - AGGREGATE WAGE AND ASSOCIATED CONDITIONS - PASSENGER OPERATIONS EMPLOYEES 73

111	APPLICATION	73
112	THE AGGREGATE RATE	73
113	PUBLIC HOLIDAYS	74
114	UNDER TIME	75
115	MEAL ALLOWANCE	76
116	SHUNTERS TO ATTACH/DETACH DRIVER ONLY CREWED LOCOMOTIVES TO CARRIAGE SETS	76
117	INTRODUCTION OF NEW ROLLING STOCK	76
118	DRIVER ONLY OPERATIONS IN STABLING YARDS	76

119 MOVEMENTS AT SOUTH DYNON TO BE DRIVER ONLY 76
120 RADIO SHUNTING 77
SCHEDULE A – RATES TABLE 78

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 Locomotive Operating Grade Employee during which some periods of safety critical duties have been performed.

"Agreement" means V/Line Rail Operations Enterprise Agreement 2012-2015.

"All Purpose Rate" means the rate defined in clause 82 of this Agreement applicable to 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.

"Locomotive Operating Grade Employee" means a 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 Locomotive Operating Grade Employees and Passenger Operations Employees to whom Parts 7 and 8 apply respectively.

"Parties covered by this Agreement" means V/Line, those classes of Employees to whom this Agreement is expressed to apply and any employee organisation that was the bargaining representative(s) but only to the extent that the decision of the FWC in approving this Agreement notes that the Agreement is to cover the employee organisation that was the bargaining representative(s).

"Parties covered by this Part of the Agreement" means V/Line and those classes of Employees to whom a particular part of the Agreement is expressed to apply and any employee organisation that was the bargaining representative(s) but only to the extent that the decision of the FWC in approving this Agreement notes that the Agreement is to cover theemployee organisation that was the bargaining representative(s).

"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 2015.

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 This Agreement covers:

(a) V/Line Pty Ltd ACN 087 425 269 ("V/Line" or "the Employer"); and

(b) the Employees (as defined).

5.3 The employee organisation that was the bargaining representative will also be covered by this Agreement if it has given notice tothe FWC in accordance with section 183 of the Act

and it is noted in the decision by the FWC in approving the Agreement that the Agreement also covers that bargaining representative.

5.4 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; and

(b) to whom the V/Line Passenger (Infrastructure) Agreement 2009 – 2012 or any successor agreement applies; and

(c) who are not covered by a classification set out Schedule A of this Agreement.

6 STRUCTURE AND INTERPRETATION OF THIS AGREEMENT

6.1 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.

6.2 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.

PART 2 – COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

8 CONSULTATION

8.1 Introduction of Change

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

8.2 Significant effects

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

8.3 V/Line's Duty to Discuss Change

(a) V/line must notify the affected Employees of the decision to introduce major change and where applicable, their nominated representative.

(b) V/Line will recognise any representative appointed by the affected Employees for the procedures in this clause.

(c) As soon as practicable after making its decision, V/Line shall discuss with the affected Employees and where applicable, the affected Employees' representative, the introduction of the major changes, the effects the major changes are likely to have on affected Employees and measures V/Line is taking to avert or mitigate the adverse effect of the change on the relevant Employees.

(d) V/Line will give prompt consideration to matters raised by the affected Employees and where applicable, the affected Employees' representative in relation to the changes.

(e) The discussions shall commence as early as practicable after a definite decision has been made by V/Line to make the changes referred to in clause 8.3(a).

(f) For the purposes of such discussion, V/Line shall provide in writing to the affected Employees concerned and where applicable, the affected Employee's representative, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on affected Employees and any other matters likely to effect the affected Employees, provided that V/Line shall not be required to disclose confidential or commercial sensitive information to the affected Employees or the affected Employee's representative.

9 DISPUTE SETTLEMENT PROCEDURES

9.1 Resolution of disputes

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

(b) V/Line or an Employee covered by this Agreement may choose to be represented by a representative of their choice for the purpose of this clause 9.

9.2 **Obligations**

(a) The parties to the dispute agree to genuinely attempt to resolve the dispute through the processes set out in this clause and will cooperate to ensure that these processes are carried out expeditiously.

(b) Whilst a dispute is being dealt with in accordance with this clause, work must continue in accordance with the usual practice as it existed prior to the issue which caused the dispute, provided that this does not apply to an Employee who has a reasonable concern about an imminent risk to his or her health and safety, has advised V/Line of this concern and has not unreasonably failed to comply with a direction by V/Line to perform other available work that is safe and appropriate for the Employee to perform.

(c) Neither party to a dispute under this clause will be prejudiced as to the final settlement of the dispute by the continuance of work in accordance with this clause.

9.3 **Discussion of dispute**

(a) Step One

The dispute must first be discussed by the aggrieved Employee(s) with the Employee(s) immediate supervisor.

(b) Step Two

If the matter is not settled, the Employee(s) can require that the matter be discussed with another representative of V/Line chosen by V/Line and appointed for the purposes of this procedure. The Employee(s) may choose to have a representative present at this discussion.

(c) Step Three

If the matter is not settled, a party may apply to the FWC to have the dispute dealt with by conciliation and, if conciliation is unsuccessful, subject to clause 9.7, arbitration.

9.4 **Disputes of a Collective Character**

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

(b) Despite 9.4(a) above no dispute of a collective character may be referred to the FWC directly unless there has been a genuine attempt to resolve the dispute at the workplace level prior to it being referred to the FWC.

9.5 **Disputes procedure**

Nothing in this clause 9 permits the parties to refer a matter to, and for FWC to make any order or to determine any matter referred by way of clause 9.3 and clause 9.4 where such an order or determination exceeds or would exceed the referral of powers to the Commonwealth Parliament under the *Fair Work Commonwealth Powers Act 2009* (Cth) or relates to the Employer's capacity to determine the number and identity of persons who it wishes to employ, the term of appointment of such persons, and the number and identity of the persons whom it wishes to dismiss with or without notice from its employment on redundancy grounds (in accordance with Re AEU).

9.6 **Conciliation**

(a) Where a dispute is referred for conciliation, a member of the FWC shall do everything that appears to the member to be right and proper to assist the parties to agree on terms for the settlement of the dispute.

(b) This may include arranging:

(i) conferences of the parties or their representatives presided over by the member; and

(ii) for the parties or their representatives to confer among themselves at conferences at which the member is not present.

(c) 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.

9.7 **Arbitration**

(a) If the dispute has not been settled when conciliation has been completed, either party may request that the FWC proceed to determine the dispute by arbitration, other than any dispute about a matters arising under clause 102, rights to request flexible working arrangements and, for the avoidance of doubt, a matter relating to termination of employment.

(b) Where a member of the FWC has exercised conciliation powers in relation to the 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.

(c) Where such an objection is lodged, the dispute shall be referred to another member of the FWC.

(d) Where the dispute is determined by arbitration, the decision of FWC will be binding on both parties, subject to either party exercising a right to appeal to a Full Bench of FWC in accordance with section 604 of the Act.

9.8 **Conduct of Matters before the FWC**

Subject to any agreement between the parties to the dispute in relation to a particular dispute and the provisions of this clause, in dealing with a dispute through conciliation or arbitration, the FWC may conduct the matter in accordance with Chapter 5, Subdivision B of Division 3 of the Act.

PART 3 - EMPLOYMENT RELATIONSHIP AND RELATED MATTERS

10 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.

11 TERMS OF EMPLOYMENT

11.1 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 the 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.

11.2 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.

11.3 Part-Time Employment (Other than 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.

11.4 **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.

11.5 **Job Share**

V/Line may, based on operational requirements and individual Employee circumstances, provide job share opportunities upon request by an Employee.

12 INDIVIDUAL FLEXIBILITY AGREEMENT

12.1 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 (a); and

(c) the arrangement is genuinely agreed to by V/Line and the Employee.

12.2 An Employee may nominate a representative to assist in negotiations for an individual arrangement.

12.3 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.

12.4 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.

12.5 V/Line must give the Employee a copy of the individual flexibility arrangement within fourteen days after it is agreed to.

12.6 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.

13 STAND DOWN

13.1 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.

13.2 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.

13.3 Employees who are stood-down shall be treated for all purposes, other than payment of wages, as otherwise having continuity of service and employment.

13.4 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.

13.5 Employees whose employment is terminated under clause 13.4 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.

13.6 Employees who are thus stood-down shall be at liberty to take other employment and, in such event, it shall be a reasonable excuse for not reporting for duty after being notified that they are required to attend for work with V/Line that they are working out a period of notice not exceeding one week which they are required to give in such other employment. In such instances, the Employees shall, if required by the V/Line, furnish a statutory declaration setting out details of such other employment.

13.7 Employees whom the Employer proposes to stand-down shall, on application, be entitled to take any annual leave and accrued days to which they are entitled or which is accruing to them.

13.8 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.

14 REDUNDANCY

14.1 Where V/Line has made a decision that it no longer wishes the job an Employee had 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.

14.2 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.

14.3 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.

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

15 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.

16 SECURITY REQUIREMENTS

16.1 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.

16.2 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.

17 DRUG AND ALCOHOL

17.1 Random alcohol and drug screening will be conducted for Employees, wherever practical within a shift.

17.2 Employees will be afforded, within a shift, sufficient time to be tested under the random alcohol and drug screening process, not impinging upon their meal break entitlements.

17.3 Employees will remain available to undertake normal duties for the remainder of their shift on that day.

17.4 Where it is not possible to arrange a random alcohol and drug screening during an Employee's shift (for an Employee who is at work), the Employee will be advised of the appointment date and time, and will be released from part of his/her shift for that day. In return, Employees are expected to show flexibility with regard to attendance for such purposes.

17.5 The procedure for random alcohol and drug screening will include non-invasive tests being conducted on site and will be developed in consultation with Employee Representatives.

17.6 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.

PART 4 - RATES OF PAY AND RELATED MATTERS

18 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.

19 RATES OF PAY

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

19.2 **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) An incentive bonus of $1275.00 will be paid to Employees who were employed by V/Line as at 21 May 2013 (the in-principle agreement date), in first full pay period after this Agreement has been approved by the FWC.

(c) The overall increases in rates of pay and referred to in (a) above equate to 13%, as per the following table:

Effective from first full pay period to commence on or after:	Increase
21 May 2013	1.0%
1 July 2013	1.5%
1 January 2014	2.75%
1 July 2014	2.75%
1 January 2015	5.0%

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

20 PAYMENT OF WAGES

20.1 Employees will be paid fortnightly by electronic funds transfer.

21 RECOUPMENT OF OVERPAID SALARY/WAGES

21.1 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.

21.2 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.

21.3 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. The Employee may agree to have these amounts deducted from their wages.

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

21.5 The decision made by the General Manager Human Resources may be appealed in writing to the CEO.

21.6 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.

22 SUPERANNUATION

22.1 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.

22.2 For a 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].

22.3 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.

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

(a) clause 23 - Salary Packaging for Superannuation; or

(b) clause 44 – Extra Day Off

can only be paid into one of the schemes referred to in clause 22.3.

23 SALARY PACKAGING FOR SUPERANNUATION

23.1 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.

24 ACCIDENT MAKE UP PAY

24.1 This clause 24 does not apply to Locomotive Operating Grade Employees. For the avoidance of doubt, clause 96 of Part 7 of this Agreement applies only to Locomotive Operating Grade Employees.

24.2 An Employee, who is in receipt of workers compensation payments, shall 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.

24.3 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.

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

24.5 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.

24.6 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.

24.7 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.

25 FIRST AID ALLOWANCE

Employees appointed by the employer 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 appropriate first aid examination every three years.

26 MOTOR VEHICLE

26.1 In the case where V/Line requires that the Employee is required to use their personal vehicle or motor cycle, the Employee will be entitled to claim re-imbursement for such use based on the ATO per kilometre rates, as amended from time to time.

27 RELIEVING IN HIGHER POSITIONS ALLOWANCES

27.1 Employees engaged for more than two hours on one shift on duties carrying a higher rate than their ordinary classification shall, if the minimum rate for such classification is higher than their ordinary rate, be paid such minimum rate for such shift. If engaged for two hours or less on one shift they shall be paid such minimum rate for the time worked.

27.2 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 months or greater than six months (in any continuous twelve month period) provided that the higher position does not have a permanent incumbent appointed to it and is a vacant position.

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

28 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.

29 ANNUAL LEAVE

29.1 Employees other than a Shift Worker to whom clause 29.2 applies, shall be entitled to 4 weeks paid annual leave, exclusive of any public holidays that occur during the period of annual leave for each year of service.

29.2 Shift Workers who regularly work on Sundays and public holidays shall be entitled to 5 weeks' paid annual leave for each year of service.

29.3 Employees shall be entitled to take annual leave by agreement with V/Line.

29.4 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 35; or

(A) a period of stand down under the provisions of clause 13; or

(B) a period of leave as prescribed by the *Fair Work Regulations 2009*; and

(ii) as provided for in clause 29.5; or

(c) as otherwise provided by the *Fair Work Regulations 2009*.

29.5 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.

29.6 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.

29.7 Where an Employee has accrued in excess of 8 weeks annual leave or 10 weeks for a Shift Worker, and V/Line and the Employee are unable to reach agreement on the taking of the leave, V/Line may direct the Employee to take up to 25% of the leave owing at the time any such direction is given.

29.8 Where a direction to take a period of leave in accordance with clause 29.7 above is given, Employees shall be provided, with one month's notice of the date on which annual leave is to commence.

29.9 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.

29.10 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/ 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 hours acting in higher	25% at higher rate.
From 130 to 194 hours acting in higher	50% at higher rate
From 195 to 241 hours acting in higher 7	75% at higher rate
From 242 to 260 hours acting in higher	100% at higher rate

29.11 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.

29.12 **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 29.2 applies, 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 29.2 applies (excluding 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.

29.13 **Annual Leave Reduction Plan**

(a) Employees may apply to cash out annual leave entitlements, provided such payments:

(i) are restricted to minimum periods of not less than two 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 not less than the rate of pay applicable to the Employee under this Agreement, than what would have been payable had the Employee taken the leave.

30 PUBLIC HOLIDAYS

30.1 This clause 30 does not apply to Locomotive Operating Grade Employees, other than Locomotive Trainee New (Locomotive Driver 1), or Passenger Operations Employees. For the avoidance of doubt, clause 93 of Part 7 of this Agreement applies to Locomotive Operating Grade Employees and clause 113 of Part 8 of this Agreement applies to Passenger Operations Employees.

30.2 Expect as provided for elsewhere in this Agreement, Employees are entitled to holidays, without loss of pay, on the following days:

(a) Good Friday, Easter Saturday 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 (for metropolitan municipal districts only);

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

provided that associated penalties/benefits provided for elsewhere in this clause will not apply to Shift Workers on the dates of substituted arrangements referred to in (b) and (e) but on the actual day of the holiday.

30.3 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.

30.4 A full-time Employee who is rostered to work on a public holiday is to be paid for the time worked at the rate of double time and a half.

30.5 Clause 30.2 above does not apply to Employees who are not available for duty on the holiday except those who are ill, or where work is resumed on the first working day after the holiday, or those on annual leave or accident leave with pay.

30.6 Payment will not be made for the public holiday for Easter Saturday or Anzac Day when it falls on a Saturday or Sunday, if the Employee is not rostered for duty on either of those days.

30.7 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.

30.8 Part-time Employees whose normal paid hours fall on a public holiday, but who are not required to work that day shall not lose pay for that day.

30.9 Part-time Employees who can be rostered to work on any seven days of the week and who are not rostered for duty on a public holiday will be entitled to a pro rata credit for the public holiday. All other part-time Employees who are not rostered for duty on a public holiday will not be entitled to credit of hours/payment.

30.10 Part-time employees required to work on a public holiday are be paid double time and a half for the actual hours worked.

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

31 PERSONAL/CARER'S LEAVE

31.1 The provisions of this clause apply to all Employees.

31.2 **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.

31.3 **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 is entitled accrues in accordance with the following:

(i) An Employee's entitlement to paid personal/carer's leave accrues on a daily basis according to the Employee's ordinary hours of work.

(ii) For each year of service with V/Line, full-time Employees are entitled to 15 days of paid personal/carer's leave; and

(iii) At the end of the first 12 months of employment with V/Line, full-time Employees will be granted an additional once off 15 days personal/carer's leave.

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

(d) An Employee shall be paid personal/carer's in accordance with the employees Ordinary Rate of Pay unless otherwise provided.

(e) 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.

(f) Unused personal/carer's credits shall accumulate from year to year without limitation but unused personal/carer's leave will not be paid out on termination of employment.

(g) Employees who are directly involved in an industrial stoppage 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.

(h) An Employee may be granted paid leave of absence provided the absence from duty due to illness or injury commenced prior to the day of the stoppage and such period is covered by a medical certificate.

(i) Payment of personal/carer's leave is subject to compliance with the notice and evidentiary requirements of sub-clauses 31.5 and 31.6.

31.4 **Personal/Carer's Leave Clearances**

(a) An Employee is entitled to use the full amount of their paid personal/carer's leave entitlement for the purposes of absences through sick leave and or carer's leave, subject to the conditions set out in this clause.

(b) In cases where paid personal/carer's leave entitlements have been exhausted, V/Line and Employees concerned may agree on extending the absence as leave without pay. Alternatively, Employees are entitled to a period of up to 2 days unpaid carer's leave for each permissible occasion a member of the Employee's immediate family or household is sick or otherwise in need of care as specified in sub clause 31.3(a)(ii) and in the circumstances specified in sub clause 31.3(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.

31.5 **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.

31.6 **Evidence Supporting Claim**

(a) **Personal Illness or Injury (sick leave)**

(i) Subject to clause 31.6(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 112.4 (g) & (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 31.3(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) 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 31.3(a)(ii) and 31.3(a)(iii).

(iii) 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.

32 BEREAVEMENT LEAVE / COMPASSIONATE LEAVE

32.1 The provisions of this clause apply to all Employees.

32.2 **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.

32.3 **Unpaid bereavement Leave**

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

33 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.

34 PARENTAL LEAVE

(a) Employees are entitled to unpaid parental leave in accordance with the National Employment Standards.

(b) Employees are entitled to paid maternity, paternity/partner and adoption leave and to work part-time in connection with the birth or adoption of a child subject to the terms of this clause.

(c) The provisions of this clause apply to full-time and part-time Employees.

(d) Any eligible casual Employee shall be entitled to unpaid parental leave under this clause in accordance with the National Employment Standards.

34.2 **Definitions**

(a) For the purpose of this clause child means a child of the Employee under school age except for adoption of an eligible child where 'eligible child' means a person under the age of 16 years who is placed with the Employee for the purposes of adoption, other than a child or step-child of the Employee or of the spouse of the Employee or a child who has previously lived continuously with the Employee for a period of six months or more.

(b) For the purposes of this clause, spouse includes a de facto spouse, former spouse or former de facto spouse. The Employee's "de facto spouse" means a person who lives with the Employee as husband, wife or same sex partner on a bona fide domestic basis, although not legally married to the Employee.

(c) For the purposes of this clause, eligible casual Employee means an Employee who will be a long term casual employee of the V/Line who has completed at least twelve months continuous service and has a reasonable expectation of continuing employment by the V/Line on a regular and systematic basis.

34.3 **Basic entitlement**

(a) After twelve months continuous service, parents are entitled to a combined total of 52 weeks paid and unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, a paid component of a continuous period of 12 weeks' maternity leave on full pay may be taken. Alternatively the Employee may elect to a continuous period of 24 weeks at half pay, provided the total period of combined absence, is not going to exceed 12 months. For males a paid component of 1 week's paternity leave may be taken. In the case of adoption, a paid component of 6 weeks' leave is available to the primary care giver and 1 week's leave for the secondary care giver. An Employee who does not satisfy the qualifying service requirement for the paid components of leave, or an Employee who is an eligible casual Employee, shall be entitled to leave without pay for a period not exceeding 52 weeks.

(b) Subject to clause 34.5 hereof, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

(c) in the case of one week's paid paternity leave, and adoption leave for the secondary care giver, an Employee shall be entitled to a total of five days (which need not be taken consecutively) and up to 3 weeks (of which only the one week is paid) respectively which may be commenced 1 week prior to the expected date of birth or at the time of placement in the case of adoption.

34.4 **Maternity leave**

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

(i) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the Employee is pregnant) - at least ten weeks;

(ii) of the date on which the Employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.

(b) When the Employee gives notice under clause 34.4(a) hereof the Employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

(c) An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

(d) Subject to clause 34.3 hereof and unless agreed otherwise between V/Line and Employee, an Employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

(e) Where an Employee continues to work within the six week period immediately prior to the expected date of birth, or is on paid leave under clause 34.11 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 34.11(b), during the period of leave an Employee may return to work at any time, as agreed between V/Line and Employee.

(g) V/Line can require an Employee to return to work if the Employee has ceased to have responsibility for the care of the child, subject to the following:

(i) V/Line must give 4 weeks notice; or

(ii) If the Employee has been absent on birth related leave, then the notice cannot be earlier than 6 weeks from the date of the birth of the child.

34.5 **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, then the Employee must as soon as practicable, give notice to V/Line of the need to take leave for such period as a registered medical practitioner certifies as necessary, in accordance with the following:

(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 be paid special maternity leave available under clause 34.3, 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.

34.6 **Paternity/Partner leave**

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

(i) a certificate from a registered medical practitioner which names the spouse, states that she is pregnant and the expected dated of confinement, 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 period of paternity/partner leave; and

(iii) a statutory declaration stating:

(A) except in relation to leave taken simultaneously with the child's mother under clause 34.3(b) or clause 34.8(a), that he or she will take the period of paternity/partner leave to become the primary care-giver of a child;

(B) particulars of any period of maternity leave sought or taken by his or her spouse; and

(C) that for the period of paternity/partner leave he or she will not engage in any conduct inconsistent with his or her contract of employment.

(b) The Employee will not be in breach of clause 34.6 hereof if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

34.7 **Adoption leave**

(a) The Employee shall be required to notify V/line with written notice of their intention to apply for adoption leave as soon as reasonably practicable after receiving a placement approval notice from the adoption agency or other approved body.

(b) The Employee must give written notice of the day when the placement with the Employee is expected to start as soon as possible after receiving a placement notice indicating the expected placement day.

(c) The Employee must give the following written notice of the first and last days of any period of adoption leave they intend to apply for because of the placement:

(i) Where a placement notice is received within a period of 8 weeks after receiving the placement approval notice – before the end of the 8 week period.

(ii) Where a placement notice is received after the end of 8 weeks after receiving the placement approval notice - as soon as reasonably practicable after receiving the placement notice.

(d) As a general rule, the Employee must make application for leave to V/Line at least ten weeks in advance of the date of commencement of long adoption leave and the period of leave to be taken, or 14 days in advance for short adoption leave. An Employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the Employee, the adoption of a child takes place earlier.

(e) Before commencing adoption leave, an Employee will provide V/Line with a statement from an adoption agency of the day when the placement is expected to start and a statutory declaration stating:

(i) that the child is an eligible child, whether the Employee is taking short or long adoption leave or both and the particulars of any other authorised leave to be taken because of the placement;

(ii) except in relation to leave taken simultaneously with the child's other adoptive parent under clause 34.3(b) or clause 34.8(a) that the Employee is seeking adoption leave to become the primary care-giver of the child;

(iii) particulars of any period of adoption leave sought or taken by the Employee's spouse; and

(iv) that for the period of adoption leave the Employee will not engage in any conduct inconsistent with their contract of employment.

(f) An Employee must provide V/Line with confirmation from the adoption agency of the start of the placement.

(g) Where the placement of child for adoption with an Employee does not proceed or continue, the Employee will notify V/Line immediately and V/Line will nominate a time not exceeding four weeks from receipt of notification for the Employee's return to work.

(h) An Employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

(i) An Employee seeking to adopt a child is, on the production of satisfactory evidence when requested, entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Employee and V/Line should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two days unpaid leave. Where paid leave is available to the Employee, V/Line may require the Employee to take such leave instead.

34.8 **Right to request**

(a) An Employee entitled to parental leave pursuant to the provisions of this clause 34 may request V/Line to allow the Employee:

(i) to extend the period of simultaneous unpaid parental leave provided for in clause 34.3(c) up to a maximum of eight weeks;

(ii) to extend the period of unpaid parental leave provided for in clause 34.3(a) by a further continuous period of leave not exceeding 12 months; or

(iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the Employee in reconciling work and parental responsibilities.

(b) V/Line shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the V/Line's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(c) Employee's request and V/Line's decision to be in writing

The Employee's request and V/Line's decision made under clause 34.8(a)(ii) and clause 34.8(a)(iii) 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.

(d) Request to return to work part-time

Where an Employee wishes to make a request under clause 34.8(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.

34.9 **Variation of period of parental leave**

Unless agreed otherwise between V/Line and Employee, where an Employee takes leave under clause 34.3(a) and clause 34.8(a)(ii) 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.

34.10 **Parental leave and other entitlements**

An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 34.8.

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.

34.11 **Transfer to a safe job**

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

(b) If the transfer to a safe job is not practicable, the Employee may take paid no safe job leave, or V/Line may require the Employee to commence paid no safe job leave immediately for a period which ends at the earliest of either:

(i) when the Employee is certified unfit to work during the six week period before the expected date of birth by a registered medical practitioner; or

(ii) when the Employee's pregnancy results in the birth of a living child or when the Employee's pregnancy ends otherwise than with the birth of a living child.

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

34.12 **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 34.11 hereof, 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.

34.13 **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.

34.14 **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 clause 34.14(a).

35 COMMUNITY SERVICE LEAVE

35.1 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.

35.2 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.

35.3 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 35.3(a) must, if required by V/Line, provide evidence that would satisfy a reasonable person that the absence is because the Employee has been or will be engaging in an eligible community service activity.

Compliance

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

35.4 **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 35.4(c) and 35.4(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 35.4(c), V/Line requires the Employee to provide the evidence referred to in that subsection, the Employee is not entitled to payment under clause 35.4(b) unless the Employee provides the evidence.

36 SPECIAL LEAVE – FAMILY/DOMESTIC VIOLENCE

36.1 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. V/Line is committed to providing support to Employees that experience family violence.

36.2 In addition to support provided as part of V/Line's Employee Assistance Program (EAP) and policies, including the services of a qualified Counsellor, Employees may also be granted at V/Line's discretion, paid special leave for the purpose of attending medical appointments or legal proceedings or other related activities.

36.3 Evidence of family/domestic violence must be provided to V/Line before paid special leave is granted; such evidence may be in the form of a document issued by the Police Service, a Court, a Doctor, or other recognised health professional.

36.4 An Employee experiencing family/domestic violence may raise the issue with their immediate manager or Human Resources. All personal information concerning family/domestic violence will be kept confidential inline with V/Line's policies and relevant legislation. No information will be kept on an Employee's personal file without their permission.

37 RAIL OPERATIONS MANAGEMENT SYSTEM (ROMS)

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

37.2 As part of V/Line's commitment to continuous improvement in the quality and efficiency of its service delivery, ROMS has 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.

37.3 ROMS will change the way staff are rostered and have inbuilt fatigue measurements which may result in limitations for shift changes, additional shifts and swaps.

37.4 The Parties covered by Agreement agree to support the ongoing implementation of the system during the life of this Agreement and acknowledge that the new ROMS system will result in changed work practices in, for example and not limited too:

(a) Network planning

(b) All positions which are involved in rostering

(c) Yardmasters and CARS

(d) Payroll

(e) Drivers and Conductors

37.5 Wage and salary increases ultimately agreed for inclusion in this agreement will include recognition for any ongoing changes that occur as a result of ROMS initiatives. There will be no extra claims as a result of the changes made.

37.6 **Training**

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

37.7 **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.

37.8 **Change**

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

38 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.

39 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 consistently 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.

39.2 **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.

39.3 **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.

39.4 **Workplace Relations Training Leave**

(a) Employees will be entitled to up to five days training leave per year with pay to attend a course (however described) which is directed to improving the skills and knowledge of the participant in the system of workplace relations.

(b) Training content may include but is not necessarily limited to knowledge about the system of workplace relations including rights and obligations of V/Lines employees, skills such as communication, negotiations, dispute resolution and grievance handling, bargaining and agreement making, research equity and discrimination and health and safety.

(c) The release of Employees for leave under the provisions of this clause shall be subject to there being no disruption to the operational requirements of the business.

(d) Requests for leave are to be submitted by Employees as early as practicable but not less than two weeks before commencement.

40 HEALTH ASSESSMENTS – RAIL SAFETY WORKERS

40.1 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.

40.2 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.

41 ELECTRONIC DOCUMENT CONTROL AND DISTRIBUTION

41.1 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.

41.2 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

42 APPLICATION

42.1 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.

42.2 This Part does not apply to Locomotive Operating Grade Employees (who are covered by Part 7).

43 ORDINARY HOURS

43.1 For Employees other than Passenger Operations Employees (whose ordinary hours of work are set out in clause 112.2), and subject to clause 44, 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.

43.2 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.

43.3 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).

44 EMPLOYEE EXTRA DAY OFF (EDOs)

44.1 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.

45 BANKING OF EDOs

45.1 Except as provided for in clause 45.2, EDOs not taken or salary sacrificed in accordance with taxation legislative requirements by 1 June each year, will be paid out in the last full pay period of the financial year.

45.2 Train Controllers will be allowed, for operational purposes, to retain up to 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. In the meantime accruals in excess of 15 days as at 1 June 2013, and each year thereafter will automatically be paid out in the last full pay period in each financial year.

46 GUARANTEED FORTNIGHT

46.1 This clause 46 does not apply to Passenger Operations Employees and Monday to Friday Day Workers.

46.2 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 13 "(Stand Down)".

47 LENGTHS OF SHIFTS

47.1 Except in cases of unavoidable necessity, shifts shall be completed within 10 hours and where practicable, within 9 hours.

48 INTERVALS BETWEEN SHIFTS

48.1 Except in cases of unavoidable necessity, after completing a full shift, Employees shall be allowed a minimum period off duty of twelve hours at their home station and subject to the provisions of clause 61 for conductors, ten hours at other locations.

49 SATURDAY DUTY

49.1 This clause 49 does not apply to Passenger Operations Employees.

49.2 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 clauses 30.4 and 30.8) and Saturday work that is overtime.

50 SUNDAY DUTY

50.1 This clause 50 does not apply to Passenger Operations Employees.

50.2 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 clauses 30.4 and 30.10).

50.3 Employees who perform Sunday duty shall not be required to work more than 2 in 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.

51 EXCESS SHIFTS

51.1 This clause applies to Employees whose ordinary hours are based on a ten shift, 76 hour fortnight.

51.2 Except as otherwise provided, all time worked by a full time Employee on an eleventh (11^{th}) or twelfth (12^{th}) 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^{th}) or twelfth (12^{th}) shift worked on a Saturday will be paid at the rate of double time.

51.3 Any time worked on a thirteenth or subsequent shift in any fortnightly pay period will be paid at the rate of double time.

51.4 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.

51.5 The provisions of clauses 112.3(a) and 113 in Part 8 of the Agreement prevail to the extent of an inconsistency with clauses 51.1 to 51.4 (inclusive) of this clause.

51.6 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.

52 NOTIFICATION OF SHIFT ALTERATIONS

52.1 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.

52.2 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.

53 OVERTIME

53.1 Employees are required to work reasonable overtime as required by V/line subject to payment of the relevant overtime rates.

53.2 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.

53.3 Except where otherwise provided, including clause 51 (Excess Shifts) and clause 112.3(a) in Part 8, the rate of pay for working overtime is time and one half for the first 3 hours and double time thereafter.

54 EMERGENCY WORK

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

54.2 **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 (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.

55 LIMITATIONS OF PENALTY PAYMENTS

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

56 TIME OFF IN LIEU

56.1 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.

56.2 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 weeks of accrual.

57 MINIMUM PAYMENTS

57.1 **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.

57.2 **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.

58 SHIFT DUTY ALLOWANCE AND PENALTIES

58.1 This clause does not apply to Passenger Operations Employees.

58.2 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.

58.3 Except as otherwise provided, all paid working time (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.

58.4 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.

58.5 **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.

58.6 **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.

59 CONDUCTORS TRIP ALLOWANCES

59.1 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 eight hours or less do not attract payment of a meal allowance.

(b) These 'trip allowances' are set out in Table 8 of Schedule A of this Agreement and are not payable in addition to any travelling and incidental expenses that might otherwise be payable to Employees who, for example, are providing relief and or on temporary transfer away from home station.

59.2 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.

60 MINIMUM TIME – CONDUCTORS' REST JOBS

Conductors will, when rostered to work rest jobs referred to in clause 59.1, be credited with a minimum of 8 hours for both the forward and return journeys which will count as separate shifts. Conductors may be called upon to work additional duties at ordinary rates after trains arrive at their destination and where the performance of such duties can be completed within the eight hour minimum period.

61 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 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 hours payment made under the provisions of clause 60 (i.e. double counting of hours involved is excluded).

62 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).

63 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 that the expiration of the minimum eight hour payment referred to in clause 60.

64 BROKEN SHIFTS

64.1 Provisions of this clause do not apply to broken shifts worked on a Sunday.

64.2 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.

64.3 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.

64.4 No broken shift worked in connection with suburban traffic shall consist of more than two parts.

64.5 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.

64.6 Time worked outside of a spread of eleven hours shall be paid at a rate of time and a half.

65 TRAVELLING AND WAITING TIME

65.1 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..

65.2 **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 57 - Minimum Payments, shall not apply to travelling time payments.

66 TRAVELLING AND INCIDENTAL EXPENSES

66.1 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.

66.2 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.

Meal	If departure is before	If return is after
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.

66.3 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 66.2 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.

67 MEAL BREAKS AND CRIB BREAKS

67.1 Meal Break

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

67.2 Crib Breaks

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.

68 OVERTIME MEAL ALLOWANCES

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.

69 LIMITATION ON APPLICATION – SENIOR OFFICERS

69.1 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.

69.2 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 49 – Saturday Duty
- Clause 50 – Sunday Duty
- Clause 51 – Excess Shifts
- Clause 53 – Overtime
- Clause 57.2 – Monday to Friday Day Workers (Recall Work)
- Clause 58 – 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.

69.3 Provisions applicable to Senior Officer Division 8 and above

Parts 3, 4 and 5 together with clauses 43 – Ordinary Hours and 56 – 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.

70 ROSTERING AND SHIFT ARRANGEMENTS

70.1 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 47– Length of Shifts
- Clause 48 – Intervals between shifts
- Clause 52 – Notification of Shift Alterations

70.2 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.

70.3 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.

71 ONGOING REVIEW OF REGIONAL PASSENGER AND FREIGHT NETWORK

71.1 V/line's ongoing review of the regional passenger and freight network has resulted in changes to regional signalling locations of La Trobe, Maryborough, Shepparton and Bendigo. It is accepted by the parties that increases awarded under this Agreement (2012 – 2015), include recognition for improvements to capacity and performance, safe working and other potential changes/efficiencies that might arise from the ongoing investigations which will continue during the life of the Agreement e.g. Traralgon to Sale and Bairnsdale to be reviewed to assess the benefits of conversion to train order working.

71.2 It is acknowledged that the work value increases granted to Train Controllers as an outcome of the review referred to in clause 10.10 of the V/Line Passenger (Operations) Enterprise Agreement 2009 – 2012, included consideration for the ongoing changes that will occur during the life of this Agreement e.g. the combining of signaller and train controller tasks to operate from one desk as occurred with the La Trobe / Eastern Train Control room 4 in November 2012; ongoing rationalisation of RFR Regional Signalling Panels as is occurring at Bendigo; additional crossing loop on Warrnambool line and RRL lines into Centrol for West Werribee – Deer Park West Junction and Sunshine to 15 & 16 Platform, Southern Cross.

72 NEW TICKETING SYSTEM

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

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

72.3 There will also be significant changes to the fares and conditions which will require Employees education and training. This change will not only impact on Employees but also V/Line's customers, therefore it is anticipated that all Employees who have a customer interface (conductors. station/booking staff customer service supervisors. authorised officers) will also work with V/Line to ensure that customers understand and accept the new ticketing system.

72.4 During the implementation phase Conductors and Authorised Officers will be required to test and accept the functionality of handheld device. It is agreed that there will be full

cooperation in regard to training and use of the hand held device. It is also agreed that there will be full cooperation of the hand held device being accepted operationally.

72.5 The Parties covered by the Agreement are committed to ensuring the successful implementation of Myki. There will be no future wage payments or work value reclassification claims being sought from any Employee in regard to any changes to work practices associated with the implementation of Myki.

72.6 It is agreed in the event that temporary short-term Employees are required to assist in the transition phase and that these Employees will have a pre-defined period of employment.

73 TRAUMA COUNSELLING

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.

74 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.

PART 7 – GENERAL CONDITIONS OF EMPLOYMENT – LOCOMOTIVE OPERATING GRADE EMPLOYEES

75 APPLICATION

75.1 This Part applies to Locomotive Operating Grade Employees covered by this Agreement.

75.2 References in this Part to "appropriate Locomotive Operating Grade rate" apply to Employees in the classifications listed in Table 7 of Schedule of this Agreement.

76 ORDINARY TIME OF DUTY

76.1 The ordinary time of duty for full-time Locomotive Operating Grade Employees will be 80 hours in 10 rostered shifts over a cycle of 2 weeks being made up of an of 76 hours per fortnight plus 4 additional hours each fortnight.

76.2 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.

77 LOCOMOTIVE OPERATING GRADE RECRUITMENT

77.1 Locomotive Driver recruitment may be advertised externally and/or internally.

77.2 Recognition of Prior Learning will be used to determine the length of re-training for Locomotive Drivers recruited from other Victorian rail operators.

77.3 All newly employed Locomotive Operating Grade Employees will be new starts within the V/Line organisation.

77.4 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.

78 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.

78.2 **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.

78.3 **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.

78.4 **Driver Only**

(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.

78.5 **Meal Breaks**

(a) V/Line shall continue to afford Locomotive Operating Grade Employees a meal break of at least 20 minutes duration (with the addition of walking time to and from the meal facility) which will commence between the 3rd hour and the 5th hour of the rostered shift.

(b) In the event of a Meal Break not being rostered, or rostered and unable to be taken (e.g. due to late running), this will be considered a "Wasted Meal" and paid a meal allowance as set out in Table 7 of Schedule A of this Agreement.

(c) 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.

78.6 **Interval of Rest between Shifts**

(a) The time a Locomotive Operating Grade Employees shall remain off duty between shifts for 11 hours at their home depot or 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 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.

(c) The Locomotive Operating Grade Employees is to be credited two shifts.

(d) For non-driving shifts (e.g. continuation training, meeting, interviews) the rostering interval between shifts may be 10 hours.

78.7 **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.

78.8 **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.

78.9 **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. (exception 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 will perform normal duties as rostered. These may be used as a stand by roster when "D" roster shifts are not required second half and will comprise of 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.

78.10 **Establishment of New Country Depots**

(a) It is agreed that a new depot will be established at Warrnambool.

(b) During the life of this agreement other new country depots may also be established. Possible locations of new depots may be;

(i) Shepparton;

(ii) Swan Hill; and/or

(iii) other locations yet to be determined.

79 ALTERATIONS TO ORIGINAL SIGN ON TIME

79.1 **Home Depot**

(a) In altering the daily roster, V/Line may be required to change a 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 Locomotive Operating Grade Employees where it does not contravene other guidelines within this document e.g. minimum time off between shifts.

79.2 **Rest Location**

Where a 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 Locomotive Operating Grade Employee will be paid from the original sign-on time until sign-off time at the end of the shift.

79.3 **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 Locomotive Operating Grade rate, for all hours that a 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 the expiration of the minimum 8 hour payment refer to in clause 79.4.

79.4 **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.

80 LOCOMOTIVE OPERATING GRADE EMPLOYEE CLASSIFICATIONS

80.1 The L5 Locomotive Driver (V/Line) is the key classification. The relativity to the Railways Metal Trades Grades Award [AW817167] C10 classification is 125.2%.

80.2 Locomotive Driver 1 (Trainee new start) is a new start trainee locomotive driver.

80.3 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.

80.4 Locomotive Driver 3 (Trainee 12 months) means a trainee driver who has completed 12 months successful training with the driver training scheme.

80.5 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.

80.6 Practical Driver Trainer (PDT) is now an appointed position - means a driver who delivers directed or structured instructions and on the job training for trainee drivers and locomotive drivers.

80.7 Driver Training Compliance Officer (DTCO) and Regional Driver Supervisor (RDS):

(a) Will be required to drive trains for not less than 20 rostered shifts in a 12 month. Any shifts worked in covering the duties required under the conditions set out below will count towards the 20 minimum shift per year.

(b) DTCO or RDS will not be rostered to perform part shift appointed duties and part shift driving duties.

(c) DTCO or RDS can undertake the following train movements -

(d) Where a driver fails to report and DTCO or RDS is travelling, the DTCO or RDS may complete the one way journey. Not applicable to Southern Cross Station.

(e) Where DTCO or RDS is present at a location which is incurring major delays due to a serious incident and no driver is in position or available at the location to move the train and the DTCO or RDS's immediate assistance could help reduce delays and assist in the service recovery process.

81 SECONDMENT

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

82 LOCOMOTIVE OPERATING GRADE EMPLOYEE ALL PURPOSE RATE

82.1 The All Purpose Rate, (where applicable), for Locomotive Operating Grade Employees (incorporates all former Locomotive Drivers (Victoria) Award 2001) includes payment for the following:

(a) Shift penalties.

(b) Distance Payments.

(c) Weekend/Additional Public Holiday Penalties (other than as set out in clause 91 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.

83 JOB SHARE – LOCOMOTIVE DRIVERS

83.1 V/Line Locomotive Operating Grade Employees who are permanently located at depots may voluntarily apply to participate in a program of job sharing.

83.2 The Program - Where two 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.

84 PART-TIME – LOCOMOTIVE DRIVERS

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

84.2 Before commencing part-time employment the hours of work are to be agreed between V/Line and the Locomotive Operating Grade Employees.

84.3 The hours of work will be for a specific number of shifts according to a roster.

84.4 Where a part-time 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.

84.5 The terms of this Part in relation to leave entitlements apply pro rata to part-time Locomotive Operating Grade Employees.

84.6 Guarantee provisions apply to part-time Locomotive Operating Grade Employees which is the agreed roster.

84.7 Part-time 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.

84.8 All other terms will be in accordance with the V/Line part-time arrangements.

85 MEDICAL ATTENDANCE – LOCOMOTIVE OPERATING GRADE EMPLOYEES

85.1 This procedure covers the preparation and attendance of 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.

85.2 The blood test requires the 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 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.

85.3 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 Locomotive Operating Grade Employees.

85.4 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 Locomotive Operating Grade rate. Where practicable the Locomotive Operating Grade Employees is to attend work.

86 GUARANTEE

86.1 A full-time 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 Locomotive Operating Grade Employees the guaranteed payment in each fortnight will be their agreed fortnightly hours.

86.2 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 Locomotive Operating Grade rate.

86.3 Shifts worked in addition to the rostered 10 shifts in any fortnightly pay period will be paid at the appropriate Locomotive Operating Grade rate based on the hours actually worked subject to a minimum payment of 8 hours for each additional shift worked.

86.4 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 86.1. During that fortnight the Locomotive Operating Grade Employees will be paid only for the actual hours worked.

86.5 Where a 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 when a medical certificate is supplied.

86.6 Where 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.

87 EQUALISATION OF ADDITIONAL WORK

87.1 Subject to limitations of maximum rostered shifts per fortnight, to balance any additional work which cannot be covered the following will apply:

87.2 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.

87.3 Any Locomotive Operating Grade Employee called in for additional jobs shall not have their original roster adjusted, unless agreed.

88 EXCHANGE OF SHIFTS

88.1 An exchange of shift between 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.

88.2 An 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.

89 TIMESHEETS

89.1 Time sheets must be submitted, where required, by all 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.

89.2 In the case of "off roster shifts" worked, 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.

90 REPORTING BACK FOR DUTY

90.1 When reporting back for duty, 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.

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

91 SATURDAY AND SUNDAY WORK

91.1 Locomotive Operating Grade Employees who work on Saturday or Sunday will be entitled to payment at the rate of 1.2 of the appropriate Locomotive Operating Grade rate for actual hours worked on those days.

91.2 Should the Locomotive Operating Grade Employee be rostered less than 8 hours on Saturday or Sunday the 8 hour daily guarantee remains intact and is paid at the appropriate Locomotive Operating Grade Employees rate.

92 MULTIPLE SINGLE CORRIDOR RUNNING

92.1 The parties agree that 2 return runs may be rostered on the same corridor to the following locations:

(a) Marshall / Melbourne

(b) Bacchus Marsh / Melbourne

92.2 This rostering may be altered by agreement between the parties.

93 PUBLIC HOLIDAYS

93.1 Payment for public holiday penalties is included in the All Purpose Rate.

93.2 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 30 apply instead.

93.3 If an employee works on a public holiday listed hereunder, then the All Purpose Rate is paid and counts towards ordinary hours/shifts for the fortnight. The Locomotive Operating Grade Employees will also receive an additional credit of 8 hours as payment or a day off in lieu.

(a) New Year's Day

(b) Australia Day

(c) Labour Day

(d) Good Friday

(e) Easter Monday

(f) Anzac Day

(g) Queens Birthday

(h) Melbourne Cup

(i) Christmas Day

(j) Boxing Day

93.4 If any of these public holiday falls on a day when the Locomotive Operating Grade Employees is not rostered to work then the fortnightly guaranteed hours are paid at the appropriate Locomotive Operating Grade rate plus a credit is made towards ordinary hours for that day.

93.5 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.

93.6 Where a public holiday falls on weekends, the public holiday and associated penalties will apply on the actual day of the holiday that is Saturday or Sunday and there will be no day recognised for the substituted day. This provision will remain in force for the period of time that the All Purpose Rate applies.

93.7 **Public Holiday Credits**

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

94 ANNUAL LEAVE

94.1 All annual leave clearances and/or payments made upon resignation, retirement, redundancy or retrenchment are to be paid at the appropriate Locomotive Operating Grade rate.

94.2 Where a Locomotive Operating Grade Employee has accrued in excess 10 weeks annual leave, V/Line may direct the Locomotive Operating Grade Employee to take up to 25% of the leave owning at the time any such direction is given.

94.3 Where a direction to clear leave is given, Locomotive Operating Grade Employees shall be provided, wherever it is practicable to do so, with 1 months' notice of the date on which annual leave is to commence.

95 PERSONAL LEAVE CLEARANCES

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

96 WORKERS' COMPENSATION – MAKE UP PAY

Where a Locomotive Operating Grade Employee is injured at work and is off work and receiving worker's compensation, V/Line will arrange for the payment of the difference between the worker's compensation received and the appropriate Locomotive Operating Grade rate for a period of not more than 4 months following a qualifying period of 1 month for any one worker's compensation claim arising from one event.

97 TRAINING

97.1 **V/Line Locomotive Driver training scheme**

(a) All 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

(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.

97.2 **Revised Training Timelines**

(a) 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
Previous Diesel Qualified Current Conversion Driver Training Plan		
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
Non-Diesel Qualified Current Conversion Driver Training Plan		
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

97.3 **Route Knowledge**

(a) For qualified Locomotive Operating Grade Employees grades, Route Knowledge (change on learned routes) will be provided using a number of learning tools, including but not limited to:

(i) Driver simulation/simulator;

(ii) Route learning videos;

(iii) Route maps;

(iv) Simulations on service trains including physical observation of tracks; and

(v) PDT assisted learning.

97.4 **Continuation and Other Training at Alternative Locations**

Continuation and other training for regional based drivers will, where practicable, be arranged to take place at regional locations where facilities are provided.

98 TRAUMA LEAVE

When a 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 Locomotive Operating Grade rate provided he/she is undertaking post traumatic stress counselling. Locomotive Operating Grade Employees will not be financially disadvantaged by taking trauma leave. Trauma leave commences from the first shift the 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.

99 TEMPORARY TRANSFER/RELIEVING

99.1 **Guidelines for allocation for relieving at Southern Cross Depot**

(a) Locomotive Operating Grade Employees will be allocated relieving for no longer than periods of 2 weeks in any one location.

(b) 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 or

(c) 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) Locomotive Operating Grade Employees that volunteer for temporary transfer/ relieving 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 Locomotive Operating Grade Employees on the list will be allocated an appropriate number in order.

(f) When a 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 Southern Cross depot, then the employee will be the first to be offered the next turn of relieving.

  (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 relieving 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 relieving position.

(vi) If there is more than one relieving location available for temporary transfer, then the next available 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 Locomotive Operating Grade Employee in turn will be offered the remaining options until all locations are filled.

(vii) Locomotive Operating Grade Employees who do not accept their turn for relieving will be shown as 'Declined' no mitigating excuses are accepted.

(viii) When Locomotive Operating Grade Employees are on annual leave they must wait till they have returned to duty before accepting temporary relieving positions.

(g) Relieving at another depot on a daily basis due to staff shortages will be implemented by agreement between the parties covered by this part of the agreement.

99.2 **Travelling and incidental expenses**

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.

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

99.3 **Transfer allowances.**

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.

100 ASCERTAINING THE NEXT DAY'S DUTY

100.1 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.

100.2 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.

100.3 Notifications may be made by a telephone call to the employees concerned at their place of residence or accommodation.

101 SAFE WORKING BREACHES

Any safe working infringements will be dealt with as prescribed in Locomotive Driver Point Demerit System OPPR-033.

102 DISCIPLINE PROCEDURE

102.1 Responsibilities

(a) **Managers are responsible for:**

(i) Ensuring Locomotive Operating Grade Employee performance is maintained.

(ii) When an Locomotive Operating Grade Employee performance problem is detected either through observation or work practice, appropriate action is taken to address.

(iii) In consultation with the Human Resources Department, initiating as early as possible, a counselling process to develop an agreed employee improvement plan.

(iv) Recommending remedial action.

(v) Implementing any discipline action.

(b) **The Human Resources Department is responsible for:**

(i) Providing guidance and assistance during the process to ensure the process is managed consistent with V/Line policy.

(ii) Providing assistance in relation to any employee improvement action plan actions such as the provision of training and other assistance.

(iii) In consultation with the relevant General Manager, the General Manager Human Resources will determine any discipline action, where warranted, to ensure consistency is applied.

(iv) As required, keeping the relevant representative/ support person informed of developments during the various stages of the process.

(v) In consultation with the relevant General Manager, the General Manager Human Resources is responsible for standing down employees, where warranted.

(vi) In consultation with the relevant General Manager, the General Manager Human Resources is responsible for recommending to the Chief Executive Officer dismissal action, where warranted.

(c) **The Chief Executive Officer is responsible for:**

(i) Approving dismissal action.

102.2 Procedure

(a) **Step 1: Preliminary Investigation**

In the event there is an allegation of misconduct or unsatisfactory work performance, the manager will examine the allegation, to determine whether or not there is any substance to the allegation.

(b) **Step 2: Advice to the Employee Concerned**

Where a manager determines that the allegation has substance the Locomotive Operating Grade Employee concerned will be advised of the nature of the allegation in writing prior to convening a meeting, the potential impact on his/her employment if the allegation is sustained, the right to be represented and the fact that the matter will be fully investigated.

(c) **Step 3: Stand Down**

Where the seriousness or nature of the incident requires, the manager may stand down the employee with pay and require him/her to remain available for discussion on the matter. Such action should only take place after consultation with, and agreement from, the General Manager Human Resources. A stand down is not in itself a disciplinary measure.

(d) **Step 4: Full Investigation**

A formal investigation will then be carried out by the manager in consultation with a human resources department consultant. The purpose of the investigation is to make all reasonable efforts to establish and confirm the facts.

A full investigation will usually involve:

(i) interviewing and taking statements from all persons who may have 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.

(v) carrying out the investigation in an impartial, unbiased and open-minded manner (being objective).

(e) **Step 5: The Investigation Interview/s**

The investigating manager must contact the Locomotive Operating Grade Employee and invite him/her to attend a meeting (using a private conference room or office where they will not be disturbed). The investigating manager must also ensure the employee has received in writing the reason for the meeting and that the employee may bring a support person or a representative that may advocate for the Locomotive Operating Grade Employee. Any person who disrupts a meeting will be required to leave the meeting and the meeting will proceed without them. The Locomotive Operating Grade Employee should be informed of the evidence that has been presented, prior to the meeting and/or discussed during the investigation, to support the allegation. The advocate and Locomotive Operating Grade Employee must not hinder V/Line's ability to conclude the investigation effectively.

The investigating manager must also arrange to have a Human Resources representative present to attend the meeting, as an observer/witness.

Depending on the detail and complexity of the allegations, and always in the case of serious misconduct, the Locomotive Operating Grade Employee (and where applicable their representatives), are to be given adequate time to consider and respond to the allegations. A letter describing the allegation or concern will be sent to the Locomotive Operating Grade Employee in advance, so that they come to the meeting forewarned and prepared to respond to the matters.

At the outset of the meeting, the Locomotive Operating Grade Employee is to be provided with details of the allegation/s and, in the case of serious or repeated misconduct, informed that the allegations are serious enough to warrant dismissal unless a satisfactory explanation is received.

(f) **Step 6: The Employee's Explanation**

During the Investigation Interview, the Locomotive Operating Grade Employee concerned must be given the opportunity to provide an explanation and ask questions. In some instances the Locomotive Operating Grade Employee will be required to provide a written response to the allegation/s.

(g) **Step 7: Due Consideration**

The meeting is to be adjourned to consider the explanation provided by the Locomotive Operating Grade Employee. Further investigations may be conducted if required.

(h) **Step 8: Decision**

If the investigating manager determines that the allegation is not substantiated, then no action will be taken against the Locomotive Operating Grade Employee who shall resume normal duties as directed.

If the investigating manager determines that the allegation is substantiated, based on supporting evidence and findings, the investigating manager will discuss with the relevant General Manager and the General Manager Human Resources on the appropriate form of disciplinary action which can be any of the following actions depending on the seriousness of the matter:

(i) An initial written warning

(ii) A second written warning

(iii) A final written warning

(iv) Dismissal

Refer to V/Line Discipline Procedure HRPR – 33 version 6 for additional details.

102.3 **Disputes arising under this clause**

Subject to the limitation in relation to the termination of employment under the relevant section of clause 9, any dispute arising in respect to any matter under this clause 102 will be subject to the dispute resolution procedure set out in clause 9. Such disputes may be subject to conciliation only. For the avoidance of doubt, any decision made under sub-clause 102.2(h) involving dismissal will not be the subject of arbitration under sub-clause 9.7.

103 ROLLING STOCK 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.

104 FUEL POINT ASSISTANT

104.1 It is acknowledged that the position of Fuel Point Assistant will be introduced during the life of this Agreement. Duties to be performed by this position include:

(a) Undertake fuelling of the V/Line rollingstock as required.

(b) Ensure that Vlocity water tanks and windscreen washer bottles are filled during the fuelling.

(c) Wash Vlocity windscreen during the fuelling.

(d) Setting roads/Pull points as required.

(e) Note and report vehicle or infrastructure irregularities.

(f) Observe safety requirements and procedures when fuelling trains.

(g) Maintain a clean and safe workplace.

(h) Carry out all duties in a safe manner.

(i) Completing administrative tasks required for monitoring fuel usage and forwarding to CARS.

105 V/LINE FAULT DEFERMENT PROCEDURE

105.1 Fault Deferment Items for VLocity

Deferment is for up to a maximum of 72 hours after reported, after which repair must be completed for it to re-enter service. (Note: This includes returning from Ballarat).

(a) **Traction Engine / Transmission Faults**

A VLocity unit can remain in service with one traction engine or transmission shut down under the following circumstances:

(i) A train as a single two car VLocity unit is not to depart Southern Cross station until repaired.

(ii) A train as a single 3 car VLocity unit can remain in service with one traction engine or transmission shut down.

(iii) A train in any multiple unit configurations can depart Southern Cross with one traction engine or transmission inoperative on each 3 car unit, ie 2 functional engines and transmission on each 3 car unit.

(b) **Auxiliary Engine**

A VLocity train can remain in service with an auxiliary engine shut down with the following restrictions:

(i) Two car VLocity units are not to depart Southern Cross until repaired.

(ii) A train as a single 3 car VLocity can depart Southern Cross Station with one auxiliary engine shut down provided the HVAC to the Driver is operational.

(iii) In the case of a multi-unit consist, each three car unit can have one auxiliary engine shut down provided the HVAC to the Driver is operational.

(c) **Toilets**

A VLocity unit can remain in service with one defective toilet and one operative toilet. The operative toilet must be serviced prior to departing Southern Cross Station.

(d) **Exit doors**

A VLocity unit can depart Southern Cross Station with a defective exit door in closed position, but the following exemption applies:

(i) A saloon car door near the active driving cab in the leading or trailing unit with a defect door cannot depart Southern Cross Station.

(e) **Passenger Water Chiller**

A VLocity unit can depart Southern Cross Station with a defective water chiller with the following restrictions.

(i) A train as a single three car VLocity unit can remain in service with the one water chiller inoperable.

(ii) In the case of multiple unit consists, a train can remain in running with one water chiller inoperable in each unit.

(f) **HVAC**

A VLocity unit can remain in service with one HVAC unit defective or with a HVAC fault light illuminated with the following restriction:

(i) The HVAC providing heating/cooling to the Driver in both the outbound and return journey must be operational.

(g) **Cab Equipment**

A VLocity unit can remain in service with defective cab equipment as listed below.

Multiunits may operate with defective cab equipment where the defective cab is not leading in both up and down direction and will remain coupled to another unit for the entire return journey.

The defective equipment includes:

(i) Windscreen wipers, washers and demisters.

(ii) Rear vision mirrors.

(iii) Horns, high or low.

(iv) Head or ditch lights and covers.

(v) Cab seats, booster fans, blinds, fridge and C.D. player.

(h) **Windscreen & Windows**

A VLocity unit can remain in service with:

(i) A cracked windscreen. (Centre motor only).

(ii) A cab side window defective or cracked. (Centre motor only).

(iii) A cracked saloon or door window.

105.2 **Fault Deferment Items for Sprinter**

Sprinters operating with a minimum configuration of two cars in revenue service. The following defects apply to two or more car running. Deferment is for up to a maximum of 72 hours after reported, after which repair must be completed for it to re-enter service.

(a) **Traction Engine / Transmission**

A Sprinter unit can remain in service with one traction engine or transmission shut down in each two car set. That is:

(i)	2 Cars	1 engine shutdown must be centre motors
(ii)	3 Cars	1 engine shutdown
(iii)	4 Cars	2 engines shutdown
(iv)	5 Cars	2 engines shutdown
(v)	6 Cars	3 engines shutdown
(vi)	etc.	

(b) **HVAC**

A Sprinter unit can remain in service with one HVAC unit defective or with a HVAC fault light illuminated with the following restriction:

(i) The HVAC providing heating/cooling to the Driver in both the outbound and return journey must be operational.

(c) **Cab Equipment**

A Sprinter unit can remain in service with defective cab equipment as listed below.

Multiunits may operate with defective cab equipment where the defective cab is not leading in both up and down direction and will remain coupled to another unit for the entire return journey.

The defective equipment includes:

(i) Windscreen wipers, washers and demisters.

(ii) Rear vision mirrors.

(iii) Horns, high or low.

(iv) Head or ditch lights and covers.

(v) Cab seats, booster fans, blinds, fridge and C.D. player.

(d) **Windscreen & Windows**

A Sprinter unit can remain in service with:

(i) a cracked windscreen. (Centre motor only).

(ii) a cab side window defective or cracked. (Centre motor only)

(iii) a cracked saloon or door window.

105.3 **Fault Deferment Items for Locomotive**

Deferment is for up to a maximum of 72 hours after reported, after which repair(s) must be completed for it to re entre service.

(a) **Cab Equipment**

A Locomotive can remain in service with defective cab equipment such as:

(i) CD player

(ii) Hot Plate (Interurban services only)

(iii) Fridge (Interurban services only)

(b) **Windscreen**

A Locomotive with a cracked off side (firemans) windscreen can depart Southern Cross Station, for 1 return journey, as long as the drivers vision of the train is not affected by the crack (Only for Driver Only trains).

105.4 **Isolated Equipment until scheduled maintenance**

(a) **Traction Motor Blower**

A Locomotive can operate with an isolated traction motor blower until next maintenance scheduled.

106 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.

107 TIME ALLOCATIONS FOR LOCOMOTIVE DRIVERS V/LINE

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
Sign On and Travel	
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
Walking Times	
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.	
Loco Haul Train Preparation #	
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.	

Brake Tests as per Air Brake Rules Circular 0.211/93

Time shown is the minimum time allowed for examination and testing after the locomotive is coupled to a train and the air is put through.

Full Examinations (FXl with one Train Exam or FX2 with Driver and 2nd-person.)

1.5 mins for each bogie vehicle in the consist of the train.

FX2 (Driver Only)
2.4 mins. for each bogie vehicle in the consist of the train, plus 6 mins. to carry out Cab Unattended Procedure.
MX Examination (passenger trains) Where the second-person of a train operated by a Driver and Second-person is to conduct
the examination: 3 mins.
Driver of Driver Only train:
5 mins plus 6 mins Cab Unattended Procedure.

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

V/Line Locomotive	
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
Stabling Of Passenger Trains	
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	
Time Allowance To Change Ends	
Push-Pull with 6 car "H" set	10 mins
On a Driver Only locomotive	5 min
On a Two Person locomotive	3 mins
Fuelling Locomotives	
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
Fuelling Sprinters	
20mins per sprinter (includes filing toilet water tank, fill washer bottles and wash windows.	
Fuelling VLocity's	
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.	

108 TIME ALLOWANCE FOR SPRINTER OPERATION

Activity	Time allocated
Preparation	
Daily Prep	33mins per unit
Trip prep (required each time a new Driver takes over a Sprinter)	
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)

109 VLOCITY PREPARATION TIMES

Activity	Time allocated
Daily Preparations	
1x2 car VLocity	60 min
1x3 car VLocity	77 Min
2x2 car VLocity	143 min*
1x2 car VLocity +1 -3 Car VLocity	160 min*
2x3 car VLocity	177 min*
3x2 car Vlocity	210 min*
* Includes coupling and continuity tests	
Start-up times now replace secondary prep times	
1x2 car VLocity	6 min
1x3 car VLocity	6 min
2x2 car VLocity	7 min*
1x2 car VLocity +1 -3 Car VLocity	7 min*
2x2 car VLocity +1 -3 Car VLocity	7 min*
2x3 car VLocity	8 min*
3x2 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.	
All tasks	
2 car VLocity full prep	60 min
3 car VLocity full prep	77 min
Couple VLocity	7 min
Uncouple Vlocity Follow up previous papers	3 min

Plus additional time for passenger/station requirements if required. Plus stable if required.	
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	2.5 minutes -1 2 car unit +30 seconds each additional car
Stable	10 minutes Per Unit
Note: A primary preparation is required for all VLocity units ex examination or major repairs, ex collision and safety critical equipment or brake failure. This does not included minor repair which are not safety critical.	

110 DRIVING COMPANY MOTOR VEHICLES

(a) Locomotive Operating Grade Employee holding a current car driving license may drive V/Line company vehicles as per rotation. Should the Locomotive Operating Grade Employee not hold a current license, other arrangements will be made. When a Locomotive Operating Grade Employee is required to drive company vehicles for purposes in connection with their work or transfer arrangements, this time to be paid at the appropriate Locomotive Operating Grade rate.

(b) Company motor vehicles will not be driven by Locomotive Operating Grade Employee who have in excess of eight hours on duty since their time of sign on except by agreement.

110.2 Sign on and Travel per Motor Vehicle

(a) 10mins 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 chart in subclause (b) above is a guide only and personnel should observe Vic Roads speed limits at all times. Where it is known that travel involves negotiating metropolitan traffic and in particular, peak hour traffic, additional time should be allowed and/or if train crews are delayed, crews must indicate actual time involved in travelling on timesheet.

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

111 APPLICATION

(a) 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.

(b) The Aggregate Rate Agreement provided for this Part will be maintained in accordance with the increases in clause 19.2 of this Agreement.

112 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.

112.1 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

112.2 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.

112.3 Overtime

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

112.4 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 13 "(Stand Down)".

(f) Except as provided for in (g) and (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 (for the purposes of this clause referred to simply as sick leave) not supported by a medical certificate will be paid at their Base Rate.

(h) Passenger Operations Employees within the respective groups (i.e. Yardmasters and Shunters separately) will, when absent from duty on approved sick leave supported by a medical certificate from an authorised medical practitioner, be paid at the percentages of the Aggregate Rate set out below following a review of sick leave clearances for the period 1 January 2012 to 31 December 2012 in accordance with the following:

(i) Where the average clearances per employee in the respective groups is:

(A) is less than 5 days = paid at 100% of the Aggregate Rate.

(B) 5 days up to and including 6.99 days = paid at 95% of the Aggregate Rate

(C) 7 days up to and including 8.99 days = paid at 90% of the Aggregate Rate.

(D) 9 days or more = paid at 85% of the Aggregate Rate.

(i) The first such payments under the terms of subclause (h) will be made for sick leave clearances from the beginning of the first full pay period after commencement of this Agreement and continue through to and including the last full pay period in June 2015. The percentage of aggregate rates to be paid from the beginning of the next pay fortnight will be based upon the average sick leave clearances for the respective groups over the twelve month period from 1 January 2014 to 31 December 2014.

(j) This same approach will be repeated at three yearly intervals thereafter.

113 PUBLIC HOLIDAYS

(a) If any of the following public holidays fall on a day when a Passenger Operations Employee is rostered to work but no work is available, then the fortnightly Aggregate 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	

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

Christmas Day Boxing Day New Years Day

Good Friday Anzac Day

113.1 **General Guidelines to Interpretation**

Public Holiday	**Rostered/Not Required**	**Rostered and Works**	**Not Rostered**
Australia Day Labour Day Easter Monday Queen's Birthday Melbourne Cup Day	No deduction and credit (clause 113) [Note: Does not count as a shift for calculation of overtime]	"Silent" – unlike the other group of holidays, no penalty is prescribed. Must therefore pay at ordinary rates.	Treated as a normal rostered off day – factored into rate.
Christmas Day Boxing Day New Year's Day Good Friday Anzac Day	Refer to clause 114 – 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 113(b))	Treated as a normal rostered off day – factored into rate.

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

114 UNDER TIME

114.1 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 113, 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.

114.2 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.

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

114.4 Where a Passenger Operations Employee has unreasonably withheld his labour to make up under time, V/Line reserves the right to withhold payment for such under time. In the event of a dispute arising in relation to this issue the matter shall be dealt with in accordance with clause 9 of this Agreement.

114.5 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.

114.6 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.

115 MEAL ALLOWANCE

115.1 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.

115.2 This allowance will be adjusted by increases provided for in clause 19.2.

116 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. It is acknowledged this task is also undertaken by available Locomotive Operating Grade Employees when rostered Passenger Operations Employees (who are classified as a shunter) are not available.

117 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.

118 DRIVER ONLY OPERATIONS IN STABLING YARDS

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

119 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.

120 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 year 3 of this Agreement (i.e. 2014-2015). 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 19)

Table 1 - Operations and Administration (Salary)

GRADE	DESC	WKLY HRS.	CURRENT HOURLY RATE	SALARY/ DAILY PAID	CURRENT WEEKLY	21/05/2013 1.00%	1/07/2013 1.50%	1/01/2014 2.75%	1/07/2014 2.75%	1/01/2015 5.00%
CLERKS										
PS059	CLERK C1	38	$25.8660	Salary	$982.91	$992.74	$1,007.63	$1,035.34	$1,063.81	$1,117.00
PS064	CLERK C2	38	$29.3637	Salary	$1,115.82	$1,126.98	$1,143.88	$1,175.34	$1,207.66	$1,268.05
PS066	CLERK C3	38	$30.9544	Salary	$1,176.27	$1,188.03	$1,205.85	$1,239.01	$1,273.08	$1,336.74
PS068	CLERK C4	38	$32.6640	Salary	$1,241.23	$1,253.64	$1,272.45	$1,307.44	$1,343.40	$1,410.57
PS070	CLERK C5	38	$34.4829	Salary	$1,310.35	$1,323.45	$1,343.31	$1,380.25	$1,418.20	$1,489.11
PS072	CLERK C6	38	$36.4199	Salary	$1,383.96	$1,397.80	$1,418.76	$1,457.78	$1,497.87	$1,572.76
PS074	CLERK C7	38	$38.3610	Salary	$1,457.72	$1,472.30	$1,494.38	$1,535.48	$1,577.70	$1,656.59
SENIOR OFFICERS										
PS028	SNR OFF D01	38	$39.6197	Salary	$1,505.55	$1,520.60	$1,543.41	$1,585.86	$1,629.47	$1,710.94
PS029	SNR OFF D02	38	$40.8772	Salary	$1,553.33	$1,568.87	$1,592.40	$1,636.19	$1,681.19	$1,765.25
PS030	SNR OFF D03	38	$42.1326	Salary	$1,601.04	$1,617.05	$1,641.30	$1,686.44	$1,732.82	$1,819.46
PS031	SNR OFF D04	38	$43.3850	Salary	$1,648.63	$1,665.12	$1,690.09	$1,736.57	$1,784.33	$1,873.54
PS032	SNR OFF D05	38	$44.6376	Salary	$1,696.23	$1,713.19	$1,738.89	$1,786.71	$1,835.84	$1,927.64
PS033	SNR OFF D06	38	$45.8924	Salary	$1,743.91	$1,761.35	$1,787.77	$1,836.93	$1,887.45	$1,981.82
PS034	SNR OFF D07	38	$47.1520	Salary	$1,791.78	$1,809.69	$1,836.84	$1,887.35	$1,939.25	$2,036.22
PS035	SNR OFF D08	38	$48.4058	Salary	$1,839.42	$1,857.81	$1,885.68	$1,937.54	$1,990.82	$2,090.36
PS036	SNR OFF D09	38	$49.6598	Salary	$1,887.07	$1,905.94	$1,934.53	$1,987.73	$2,042.39	$2,144.51
PS037	SNR OFF D10	38	$50.9170	Salary	$1,934.85	$1,954.19	$1,983.51	$2,038.05	$2,094.10	$2,198.81

PS038	SNR OFF D11	38	$52.1691	Salary	$1,982.43	$2,002.25	$2,032.28	$2,088.17	$2,145.60	$2,252.88
PS039	SNR OFF D12	38	$53.4219	Salary	$2,030.03	$2,050.33	$2,081.09	$2,138.32	$2,197.12	$2,306.98
PS040	SNR OFF D13	38	$54.6838	Salary	$2,077.98	$2,098.76	$2,130.25	$2,188.83	$2,249.02	$2,361.47
PS041	SNR OFF D14	38	$55.9383	Salary	$2,125.66	$2,146.91	$2,179.12	$2,239.04	$2,300.61	$2,415.65
PS042	SNR OFF D15	38	$57.1926	Salary	$2,173.32	$2,195.05	$2,227.98	$2,289.25	$2,352.20	$2,469.81
PS043	SNR OFF D16	38	$58.4443	Salary	$2,220.88	$2,243.09	$2,276.74	$2,339.35	$2,403.68	$2,523.87
PS044	SNR OFF D17	38	$59.6991	Salary	$2,268.57	$2,291.25	$2,325.62	$2,389.57	$2,455.29	$2,578.05
PS045	SNR OFF D18	38	$60.9550	Salary	$2,316.29	$2,339.45	$2,374.54	$2,439.84	$2,506.94	$2,632.29
PS046	SNR OFF D19	38	$62.2147	Salary	$2,364.16	$2,387.80	$2,423.62	$2,490.27	$2,558.75	$2,686.69
PS047	SNR OFF D20	38	$63.4657	Salary	$2,411.70	$2,435.81	$2,472.35	$2,540.34	$2,610.20	$2,740.71
STATION STAFF										
PS120	STN OFF C1	38	$27.2524	Salary	$1,035.59	$1,045.95	$1,061.64	$1,090.83	$1,120.83	$1,176.87
PS122	STN OFF C2	38	$28.2981	Salary	$1,075.33	$1,086.08	$1,102.37	$1,132.69	$1,163.84	$1,222.03
PS124	STN OFF C3	38	$29.7698	Salary	$1,131.25	$1,142.56	$1,159.70	$1,191.60	$1,224.36	$1,285.58
PS130	STNMASTER C4	38	$31.7366	Salary	$1,205.99	$1,218.05	$1,236.32	$1,270.32	$1,305.25	$1,370.52
PS132	STNMASTER C5	38	$32.8135	Salary	$1,246.91	$1,259.38	$1,278.27	$1,313.43	$1,349.54	$1,417.02
PS134	STNMASTER C6	38	$34.2316	Salary	$1,300.80	$1,313.81	$1,333.52	$1,370.19	$1,407.87	$1,478.26
PS136	STNMASTER C7	38	$36.1483	Salary	$1,373.64	$1,387.37	$1,408.18	$1,446.91	$1,486.70	$1,561.03
PS138	STNMASTER C8	38	$38.3610	Salary	$1,457.72	$1,472.30	$1,494.38	$1,535.48	$1,577.70	$1,656.59
CONDUCTORS										
VL011	CONDUCTOR SERVICES MANAGER	38	$39.5714	Salary	$1,503.71	$1,518.75	$1,541.53	$1,583.92	$1,627.48	$1,708.86

Table 2 - Operations (Daily Paid)

GRADE	DESC	WKLY HRS.	CURRENT HOURLY RATE	SALARY/ DAILY PAID	CURRENT WEEKLY	21/05/2013 1.00%	1/07/2013 1.50%	1/01/2014 2.75%	1/07/2014 2.75%	1/01/2015 5.00%
STATION STAFF										
PT266	STN/ASST C1	38	$23.5354	Daily Paid	$894.35	$903.29	$916.84	$942.05	$967.96	$1,016.36
PT265	STN/ASST C2	38	$23.1615	Daily Paid	$880.14	$888.94	$902.27	$927.08	$952.58	$1,000.21
PT263	STN/ASST C3 12 MTH SVCE	38	$22.8211	Daily Paid	$867.20	$875.87	$889.01	$913.46	$938.58	$985.51
PT269	STN/ASST MTR PCLS	38	$23.6754	Daily Paid	$899.67	$908.66	$922.29	$947.65	$973.72	$1,022.40
PT280	CUSTOMER SERVICE SUPERVISOR	38	$24.1934	Daily Paid	$919.35	$928.54	$942.47	$968.39	$995.02	$1,044.77
AUTHORISED OFFICERS										
VL009	TRAINEE AO 1.1	38	$24.0113	Daily Paid	$912.43	$921.55	$935.38	$961.10	$987.53	$1,036.91
VL010	TRAINEE AO 1.2	38	$25.3524	Daily Paid	$963.39	$973.03	$987.62	$1,014.78	$1,042.69	$1,094.82
VL002	AO GRADE 1	38	$29.3470	Daily Paid	$1,115.19	$1,126.34	$1,143.23	$1,174.67	$1,206.98	$1,267.32
VL003	AO GRADE 2	38	$31.7165	Daily Paid	$1,205.23	$1,217.28	$1,235.54	$1,269.52	$1,304.43	$1,369.65
VL004	AO CREW LEADER	38	$33.0597	Daily Paid	$1,256.27	$1,268.83	$1,287.86	$1,323.28	$1,359.67	$1,427.65
VL005	AO TEAM LEADER	38	$39.2179	Daily Paid	$1,490.28	$1,505.18	$1,527.76	$1,569.77	$1,612.94	$1,693.59
FUEL POINT ASSISTANT										
VL013	FUEL POINT ASSISTANT	38	$23.5354	Daily Paid	$894.35	$903.29	$916.84	$942.05	$967.96	$1,016.36

Table 3 - Conductors

GRADE	DESC	WKLY HRS	CURRENT HOURLY RATE	SALARY/ DAILY PAID	CURRENT WEEKLY	21/05/2013 1.00%	1/07/2013 1.50%	1/01/2014 2.75%	1/07/2014 2.75%	1/01/2015 5.00%
VL036	CONDUCTOR TRAINEE	38	$22.8211	Daily Paid	$867.20	$875.87	$889.01	$913.46	$938.58	$985.51
PT034	CONDUCTOR	38	$30.4875	Daily Paid	$1,158.53	$1,170.11	$1,187.66	$1,220.32	$1,253.88	$1,316.58
VL012	CONDUCTOR ON JOB TRAINER	38	$35.6675	Daily Paid	$1,355.37	$1,368.92	$1,389.45	$1,427.66	$1,466.92	$1,540.27

Table 4 - Train Control and Signallers

GRADE	DESC	WKLY HRS	CURRENT HOURLY RATE	SALARY/ DAILY PAID	CURRENT WEEKLY	21/05/2013 1.00%	1/07/2013 1.50%	1/01/2014 2.75%	1/07/2014 2.75%	1/01/2015 5.00%
VL034	SIGNALLERS	38	$27.4768		$1,044.12	$1,054.56	$1,070.38	$1,099.81	$1,130.06	$1,186.56
VL035	TEAM LEADER SIGNALLERS	38	$32.6982		$1,242.53	$1,254.96	$1,273.78	$1,308.81	$1,344.80	$1,412.04
NF761	SNR TRAIN CTRL	38	$45.9351		$1,745.53	$1,762.99	$1,789.43	$1838.64	$1,889.20	$1,983.66
NF762	TRAIN CTRL 1	38	$42.7957		$1,626.24	$1,642.50	$1,667.14	$1,712.99	$1,760.09	$1,848.10
NF763	TRAIN CTRL 2	38	$41.6231		$1,581.68	$1,597.49	$1,621.46	$1,666.05	$1,711.87	$1,797.46
NF764	TRAIN CTRL 3	38	$40.4490		$1,537.06	$1,552.43	$1,575.72	$1,619.05	$1,663.58	$1,746.76
NF765	TRAIN CTRL 4 CTRL	38	$39.2784		$1,492.58	$1,507.50	$1,530.12	$1,572.20	$1,615.43	$1,696.21
NB222	TRAINEE TRAIN CONTROLLER	38	$31.9543		$1,214.26	$1,226.41	$1,244.80	$1,279.03	$1,314.21	$1,379.92
VL015	REGIONAL SIGNAL CONTROL	38	$37.5867		$1,428.29	$1,442.58	$1,464.22	$1,504.49	$1,545.86	$1,623.15
NT 251	SIGNALLER SPL- A	38	$27.5673		$1,047.56	$1,058.04	$1,073.91	$1,103.44	$1,133.78	$1190.47

Table 5 - Geelong Shunters

GRADE	DESC	WKLY HRS.	CURRENT HOURLY RATE	SALARY/ DAILY PAID	CURRENT WEEKLY	1/05/2013 1.00%	1/07/2013 1.50%	1/01/2014 2.75%	1/07/2014 2.75%	1/01/2015 5.00%
PB314	SHUNTER 2A	38	$27.5355	Daily Paid	$1,046.35	$1,056.81	$1,072.66	$1,102.16	$1,132.47	$1,189.10
PB317	SHUNTER 2B	38	$28.1985	Daily Paid	$1,071.54	$1,082.26	$1,098.49	$1,128.70	$1,159.74	$1,217.73
PB320	SHUNTER 2C	38	$28.9174	Daily Paid	$1,098.86	$1,109.85	$1,126.50	$1,157.48	$1,189.31	$1,248.77
PB321	SHUNTER 3A	38	$29.6223	Daily Paid	$1,125.65	$1,136.90	$1,153.96	$1,185.69	$1,218.30	$1,279.21
PB322	SHUNTER 3B	38	$31.8722	Daily Paid	$1,211.14	$1,223.26	$1,241.60	$1,275.75	$1,310.83	$1,376.37
PB323	SHUNTER 4A	38	$34.4066	Daily Paid	$1,307.45	$1,320.53	$1,340.33	$1,377.19	$1,415.07	$1,485.82
PB324	SHUNTER 4B	38	$38.2821	Daily Paid	$1,454.72	$1,469.27	$1,491.31	$1,532.32	$1,574.46	$1,653.18

Table 6 - Passenger Operations Employees (Part 8)

GRADE	DESC	WKLY HRS.	CURRENT HOURLY RATE	SALARY/ DAILY PAID	CURRENT WEEKLY	21/05/2013 1.00%	1/07/2013 1.50%	1/01/2014 2.75%	1/07/2014 2.75%	1/01/2015 5.00%
PB314	PAS OPS EMP 2A SHGT (Base Rate)	40	$28.6907	Daily Paid	$1,147.63	$1,159.10	$1,176.49	$1,208.84	$1,242.09	$1,304.19
PB317	PAS OPS EMP 2B (Base Rate)	40	$29.3814	Daily Paid	$1,175.26	$1,187.01	$1,204.81	$1,237.95	$1,271.99	$1,335.59
PB320	PAS OPS EMP 2C (Base Rate)	40	$30.1301	Daily Paid	$1,205.20	$1,217.26	$1,235.51	$1,269.49	$1,304.40	$1,369.62
PB321	PAS OPS EMP 3A (Base Rate)	40	$30.8656	Daily Paid	$1,234.62	$1,246.97	$1,265.67	$1,300.48	$1,336.24	$1,403.06
PB322	PAS OPS EMP 3B (Base Rate)	40	$33.2087	Daily Paid	$1,328.35	$1,341.63	$1,361.76	$1,399.20	$1,437.68	$1,509.57
PB323	PAS OPS EMP 4A (Base Rate)	40	$35.8503	Daily Paid	$1,434.01	$1,448.35	$1,470.08	$1,510.50	$1,552.04	$1,629.65
VL016	PAS OPS EMP 2A SHGT (Agg Rate)	40	$37.8714	Daily Paid	$1,514.86	$1,530.00	$1,552.95	$1,595.66	$1,639.54	$1,721.52
VL017	PAS OPS EMP 2B (Agg Rate)	40	$38.7835	Daily Paid	$1,551.34	$1,566.85	$1,590.36	$1,634.09	$1,679.03	$1,762.98
VL018	PAS OPS EMP 2C (Agg Rate)	40	$40.5749	Daily Paid	$1,623.00	$1,639.23	$1,663.81	$1,709.57	$1,756.58	$1,844.41
VL019	PAS OPS EMP 3A (Agg Rate)	40	$41.5461	Daily Paid	$1,661.84	$1,678.46	$1,703.64	$1,750.49	$1,798.63	$1,888.56
VL020	PAS OPS EMP 3B (Agg Rate)	40	$45.2072	Daily Paid	$1,808.29	$1,826.37	$1,853.77	$1,904.75	$1,957.13	$2,054.98
VL021	PAS OPS EMP 4A (Agg Rate)	40	$48.9342	Daily Paid	$1,957.37	$1,976.94	$2,006.60	$2,061.78	$2,118.48	$2,224.40

VL022	PAS OPS EMP 2A SHGT (Personal Leave)	40	$34.0843	Daily Paid	$1,363.37	$1,377.00	$1,397.66	$1,436.09	$1,475.59	$1,549.37
VL023	PAS OPS EMP 2B (Personal Leave)	40	$34.9052	Daily Paid	$1,396.21	$1,410.17	$1,431.32	$1,470.68	$1,511.13	$1,586.68
VL024	PAS OPS EMP 2C (Personal Leave)	40	$36.5174	Daily Paid	$1,460.70	$1,475.30	$1,497.43	$1,538.61	$1,580.92	$1,659.97
VL025	PAS OPS EMP 3A (Personal Leave)	40	$37.3915	Daily Paid	$1,495.66	$1,510.62	$1,533.28	$1,575.44	$1,618.77	$1,699.70
VL026	PAS OPS EMP 3B (Personal Leave)	40	$40.6865	Daily Paid	$1,627.46	$1,643.73	$1,668.39	$1,714.27	$1,761.41	$1,849.48
VL027	PAS OPS EMP 4A (Personal Leave)	40	$44.0408	Daily Paid	$1,761.63	$1,779.25	$1,805.94	$1,855.60	$1,906.63	$2,001.96
NX028	SNR PAS OPS EMP 1 (Base Rate)	40	$41.2821	Daily Paid	$1,651.28	$1,667.80	$1,692.81	$1,739.37	$1,787.20	$1,876.56
NX029	SNR PAS OPS EMP 2 (Base Rate)	40	$42.5928	Daily Paid	$1,703.71	$1,720.75	$1,746.56	$1,794.59	$1,843.94	$1,936.14
NX030	SNR PAS OPS EMP 3 (Base Rate)	40	$43.8994	Daily Paid	$1,755.98	$1,773.54	$1,800.14	$1,849.64	$1,900.51	$1,995.53
VL028	SNR PAS OPS EMP 1 (Agg Rate)	40	$53.4696	Daily Paid	$2,138.78	$2,160.17	$2,192.57	$2,252.87	$2,314.82	$2,430.57
VL029	SNR PAS OPS EMP 2 (Agg Rate)	40	$55.1340	Daily Paid	$2,205.36	$2,227.41	$2,260.82	$2,323.00	$2,386.88	$2,506.22
VL030	SNR PAS OPS EMP 3 (Agg Rate)	40	$56.7931	Daily Paid	$2,271.72	$2,294.44	$2,328.86	$2,392.90	$2,458.71	$2,581.64
VL031	SNR PAS OPS EMP 1 (Agg Rate) (Personal Leave)	40	$35.0898	Daily Paid	$1,403.59	$1,417.63	$1,438.89	$1,478.46	$1,519.12	$1,595.07
VL032	SNR PAS OPS EMP 2 (Agg Rate) (Personal Leave)	40	$36.2039	Daily Paid	$1,448.16	$1,462.64	$1,484.58	$1,525.40	$1,567.35	$1,645.72
VL033	SNR PAS OPS EMP 3 (Agg Rate) (Personal Leave)	40	$37.3145	Daily Paid	$1,492.58	$1,507.51	$1,530.12	$1,572.20	$1,615.43	$1,696.20

Table 7 - Locomotive Operating Grade Employees (Part 7)

GRADE	DESC	WKLY HRS.	CURRENT HOURLY RATE	SALARY/ DAILY PAID	CURRENT WEEKLY	21/05/2013 1.00%	1/07/2013 1.50%	1/01/2014 2.75%	1/07/2014 2.75%	1/01/2015 5.00%
PF441	LOCO TRAINEE NEW (LOCOMOTIVE DRIVER 1)	40	$19.4362	Daily Paid	$777.45	$785.22	$797.00	$818.92	$841.44	$883.51
PB311	LOCO TRAINEE QUALIFIED STAGE 3 (LOCOMOTIVE DRIVER 2)	40	$21.4718	Daily Paid	$858.87	$867.46	$880.47	$904.69	$929.56	$976.04
A039	AGG LOCO TRAINEE QUALIFIED STAGE 3	40	$6.0353	Daily Paid	$241.41	$243.83	$247.48	$254.29	$261.28	$274.35
-	LOCO TRAINEE QUALIFIED STAGE 3 (LOCOMOTIVE DRIVER 2) (All Purpose Rate)	40	$27.5071	Daily Paid	$1,100.28	$1,111.29	$1,127.96	$1,158.97	$1,190.85	$1,250.39
PB312	LOCO TRAINEE 12 MONTHS (LOCOMOTIVE DRIVER 3)	40	$25.0522	Daily Paid	$1,002.09	$1,012.11	$1,027.29	$1,055.54	$1,084.57	$1,138.80
A039	AGG LOCO TRAINEE 12 MONTHS	40	$6.0353	Daily Paid	$241.41	$243.83	$247.48	$254.29	$261.28	$274.35
-	LOCO TRAINEE 12 MONTHS (LOCOMOTIVE DRIVER 3) (All Purpose Rate)	40	$31.0875	Daily Paid	$1,243.50	$1,255.94	$1,274.77	$1,309.83	$1,345.85	$1,413.14
PB205	LOCO DRIVER V/LINE (LOCOMOTIVE DRIVER 5)	40	$36.6331	Daily Paid	$1,465.32	$1,479.98	$1,502.18	$1,543.49	$1,585.93	$1,665.23
A023	AGG LOCO DRIVER V/LINE	40	$14.0839	Daily Paid	$563.36	$568.99	$577.52	$593.41	$609.72	$640.21
-	LOCO DRIVER V/LINE (LOCOMOTIVE DRIVER 5) (All Purpose Rate)	40	$50.7170	Daily Paid	$2,028.68	$2,048.97	$2,079.70	$2,136.89	$2,195.66	$2,305.44
VL014	PRACTICAL DRIVER TRAINER (AGG RATE)	40	$55.7887	Daily Paid	$2,231.55	$2,253.86	$2,287.67	$2,350.58	$2,415.22	$2,535.98
VL007	DRIVER TRAINING AND COMPLIANCE OFFICER (All Purpose Rate)	40	$60.8603	Daily Paid	$2,434.41	$2,458.76	$2,495.64	$2,564.27	$2,634.78	$2,766.52
VL006	REGIONAL DRIVER SUPERVISOR (All Purpose Rate)	40	$60.8603	Daily Paid	$2,434.41	$2,458.76	$2,495.64	$2,564.27	$2,634.78	$2,766.52
GRADE	ALLOWANCE		RATE		CURRENT	21/05/2013 1.00%	1/07/2013 1.50%	1/01/2014 2.75%	1/07/2014 2.75%	1/01/2015 5.00%
A640	Driver Wasted Meal		$25.2000		$25.20	$25.45	$25.85	$26.55	$27.25	$28.65
A641	Driver T&I Meal (Breakfast, Lunch and Dinner)		$25.2000		$25.20	$25.45	$25.85	$26.55	$27.25	$28.65
A700	Driver T&I Bed		$101.2000		$101.20	$102.20	$103.75	$106.60	$109.55	$115.00

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

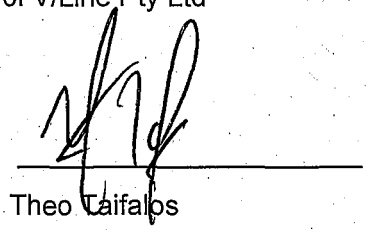
GRADE	ALLOWANCE		RATE		CURRENT	21/05/2013 1.00%	1/07/2013 1.50%	1/01/2014 2.75%	1/07/2014 2.75%	1/01/2015 5.00%
A631	T&I Meal (Breakfast and Lunch)		$20.8000		$30.20	$30.50	$30.95	$31.80	$32.70	$34.30
A632	T&I Meal (Dinner)		$30.2000		$20.80	$21.00	$21.30	$21.90	$22.50	$23.65
A700	T&I Bed		$88.7000		$88.70	$89.60	$90.95	$93.45	$96.00	$100.80
A630	Meal Allowance (Clause 66.1)		$9.6000		$9.60	$9.70	$9.85	$10.10	$10.40	$10.90
A634	Conductor Rest Job Meal		$20.8000		$20.80	$21.00	$21.30	$21.90	$22.50	$23.65
A636	Conductor Overtime Meal (Clause 59.2)		$17.7000		$17.7000	$21.00	$21.30	$21.90	$22.50	$23.65
A018	First Aid		$0.2211		$0.2211	$0.2233	$0.2267	$0.2329	$0.2393	$0.2513

Table 9 - Shift Allowances (other than Locomotive Operating Grade Employees and POE)
Clause 58

GRADE	ALLOWANCE	CURRENT HOURLY RATE	CURRENT RATE PER SHIFT	CURRENT	21/05/2013 1.00%	1/07/2013 1.50%	1/01/2014 2.75%	1/07/2014 2.75%	1/01/2015 5.00%
A660	Morning (per hour)	$2.7100		$2.71	$2.74	$2.78	$2.85	$2.93	$3.08
A661	Afternoon (per hour)	$2.7100		$2.71	$2.74	$2.78	$2.85	$2.93	$3.08
A662	Night (per hour)	$3.1800		$3.18	$3.21	$3.26	$3.35	$3.44	$3.61
A663	Early Morning (**fixed amount per shift**)		$3.1800	$3.18	$3.21	$3.26	$3.35	$3.44	$3.61
A664	Permanent Night Shift (per hour)	$3.9200		$3.92	$3.96	$4.02	$4.13	$4.24	$4.45

BARGAINING REPRESENTATIVES

Signed on behalf of V/Line Pty Ltd

Signature: 

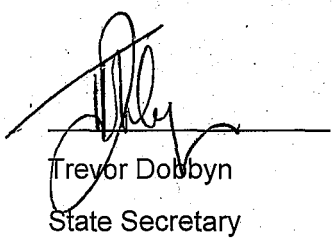
Name Theo Taifalos

Title: Chief Executive

Date:

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: Trevor Dobbyn

Title: State Secretary

Date: 19 - September 2013.

Address: Level 2, 365 Queen Street Melbourne VIC 3000

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

Signature: T. W Sheedy

Name: TERRY SHEEDY

Title: STATE PRESIDENT

Date: 19TH SEPTEMBER 2013

Address: 6/1-5 Elizabeth Street Melbourne VIC 3000