

Pay Increase & Sign-On Bonus Queries

Question	Answer
<p>Why are we settling for 11 percent over 4 years when Metro are getting 14 percent over the same time, as we are entitled to a 2 percent each year, this means we are only getting an extra 3 percent only, does not seem much to what additional work V/Line staff now do for our extra duties, not happy about this</p>	<p>V/Line is a Govt. entity and is therefore bound by their 1.75% wage cap (only 2% with proven productivity gains or efficiency improvements). Metro & Yarra are both private enterprise and have no such restriction. The reason that we do Metro and Yarra Trams first is because we try to lift the wage increase up to meet “the industry standard”.</p> <p>The Rail Divisions of the RTBU put forward in writing the claim of 14% parity for V/Line members, however we were unfortunately bewildered by an email from Locomotive Divisional Assistant Secretary Jim Chrysostomou who put forward that the Locomotive Division would be comfortable with simply an 8% wage increase. Consequently, these two positions wedged the union.</p> <p>The 11% plus \$2000 sign on bonus was not easily achieved, there was a lot of work that went into getting this above the otherwise amount put forward by the government in the state wages policy.</p>
<p>Hi, how is the 11% going to be allocated? Will it be broken into 6 month pay increases compounded as is in the current agreement?? What is the breakdown?</p>	<p>After the agreement comes into effect:</p> <ul style="list-style-type: none"> • 4% pay rise • Additional 1.5% modernised operations allowance paid for all purposes <p>1 July 2021</p> <ul style="list-style-type: none"> • 2% • Additional 0.75% modernised operations allowance paid for all purposes (shows as 2.25%) <p>1 July 2022</p> <ul style="list-style-type: none"> • 2% • Additional 0.75% modernised operations allowance paid for all purposes (shows as 3%)

In regard to the \$2000 sign-on bonus, why is it not calculated as a percentage for backpay in-line with the pay increase, are we not entitled to receive full backpay to July 2019?	Under the current workplace legislation there is no legal entitlement to backpay. It must be negotiated as part of all claims in the agreement. The RTBU has historically been able to achieve these sorts of lump sum payments due to the density of membership and your strength on the ground. We have done well to achieve this as part of these negotiations given the current economic climate amidst the global pandemic.
Can the Union guarantee that the sign on bonus will not be paid along with wages but as a separate payment in a non-pay week? How is this treated for tax purposes?	The RTBU will write to V/Line to confirm that they will process the sign on bonus separate to the regular pay run. Fundamentally, these payments are all treated as income and tax paid will be on total income for the year. For further advice on the accounting of these items, we encourage you to speak with a qualified accountant.

General Questions

Question	Answer
What is the exact wording of X clause? Can we see the exact wording of the clauses?	There is no current 'exact wording' on any clause as the agreement is still being drafted. The RTBU is taking feedback from members to ensure that the final agreement offers all the necessary and possible protections as agreed in bargaining. Once the final wording is available, we will circulate it and issue a summary of the changes.
This is a four year agreement, does this four year period begin at the time of the ballot if it is voted in, or does it start backdated to 2019 if it is voted up?	The effective date is backdated to match the expiry of the previous EA, so this EA will be effective from July 1st 2019. There will be no entitlement to the new pay rates until the new agreement is approved by the FWC.
How will the vote be conducted?	We don't know yet. Traditionally it has been conducted by a show of hands, but online voting is also a possibility. Ultimately, this is out of our control as the legislation allows the employer to determine how this is done.
Is there anything that we have given up or had reduced to gain the benefits shown and is this an exhaustive list? How does this compare to the Locomotive Division?	No there is no loss of conditions in this proposed agreement. The EA will be the most complete document, however as this is still subject to drafting a complete list is not yet available. What has been circulated already is a complete list of major changes, but the final agreement will have a number of minor changes to wording to clarify the intent of particular clauses based off our

	<p>experience of working with the current agreement. The proposed agreement will include additional protections, optional improvements to work/life balance and pay increases.</p> <p>The RTBU is working on a shortlist to be released once final drafting is agreed upon.</p> <p>The Locomotive Division have negotiated their parts of this agreement on behalf of train drivers. While they were pushing for an 8% wage increase and roll over of current conditions, they are supportive of the 11% outcome and the conditions agreed in-principle. The Locomotive Division has endorsed this EA.</p>
Could V/Line apply to make further changes the during the life of the EA?	<p>V/Line could. However, for the agreement to change, V/Line has to put the new varied agreement to a vote of the workers.</p> <p>V/Line tried to do this recently in 2017 – the RTBU ran a strong campaign, and members voted strongly to defeats V/Line’s proposed changes. We are an organised workforce, that’s what the RTBU is here for. V/Line can try all the tricks in the book, but we will be there to challenge them at every corner.</p>
What is the Supplementary labour clause?	<p>Supplementary Labour clause limits the ways V/Line can use labour hire and casual workers from external agencies. It keeps your jobs safe from being undercut by lower wages. We have made significant improvements including ensuring that consultation occurs prior to engaging supplementary labour.</p>
Has novated leasing been explored as a salary sacrifice option? I do a lot of driving and this would be beneficial.	<p>Yes, it was on the log of claims but unfortunately we were never going to get everything that we wanted. This clause remained on the table for quite some time, however it was ultimately not agreed to by V/Line in-principle.</p>
How will we be paid for V/Line’s mistakes in wages, and what are the rules that govern it?	<p>This will be paid as an allowance, paid in the next pay run as recognition for the inconvenience. This will apply to all pay mistakes out of the control of the individual involved and will be required to continue being paid until the issue is rectified.</p>
First Aid Allowance	
What is the change to the First Aid Allowance in the new EA, how will it be paid, and will it increase along with pay rates?	<p>The First Aid Allowance has been clarified to be paid as an hourly rate. It will be paid as an allowance and will increase in-line with the pay increase. The rate is currently \$0.29/hour. A further circular will be released regarding the First Aid Dispute.</p>

Womens Advocates	<p>Why have women's advocates been given more rights in this agreement?</p> <p>This has been introduced in acknowledgement that women are often underrepresented in our male dominated industry. As of April 2019 19.7% of V/Line employees were are women, and less than 5% of Delegates are women.</p> <p>This change does not change the role of Delegate in the workplace, but rather allows the RTBU to have a stronger voice. All training delivered emphasises the role of Delegates and how they can work collaboratively to get strong outcomes in the workplace.</p>
Purchase of Annual Leave	<p>What are the changes to Annual Leave provisions?</p> <p>Annual Leave provisions remain the same as in the current agreement, however you can now apply to salary sacrifice to get additional annual leave.</p> <p>This additional leave is available to a maximum of 4 weeks. It must be planned in advance and applied for and as always remains subject to V/Line's approval pending operational requirements. As it is sacrificed at your regular rate, it will not be paid with the leave loading.</p> <p>Leave must be taken for the period which has been approved which means it can't be banked, however this provision, with forward planning, will allow members to arrange extended holidays with family or travel while also reducing income tax.</p> <p>It remains in members hands to submit a leave plan to have it approved so V/Line can't impose this leave on you, and you won't be able to use purchased leave to avoid using other accrued leave.</p> <p>If you have a plan for a holiday or something that requires leave from work and you don't have enough accrued leave, you can purchase more leave.</p> <p>As there is no guarantee this will be approved so planning ahead will be important to make it possible to plan operationally.</p> <p>All other aspects of annual leave remain the same including the need to utilise leave if you have excessive amounts banked.</p> <p>Unions have fought for many years in the country to introduce, retain and expand annual leave provisions. They have been won for members to be able to have quality rest from work and to be able to spend time with family. We encourage members to utilise their leave and find a healthy</p>

	work/life balance. If you need any assistance in having leave approved, you can always contact the RTBU.
Station Trainees	
Why have Station Trainees been introduced and why has the RTBU agreed to a 75% trainee rate?	75% is the standard trainee rate across the industry. After their first 3 months, Station Trainees will be paid the full rate as they officially inducted into the rail family. This standardises the training wage for Customer Service Supervisors so that trainees no longer face local discrepancies in pay. Prior to this, training wages for some station grades were varied by agreement or common practice at different locations mean some staff got paid more or less than others while training. This clause now brings their paygrade into line with most other positions and avoids them being exploited.
Trauma Leave	
How have trauma leave provisions changed?	Trauma leave was expanded in the last agreement from applying exclusively to drivers to now cover all employees who witnessed a fatality involving a train. This agreement expands on that once again and will now apply to any employees who experience any traumatic incident in the line of work. This could reasonably apply to someone who attends the scene or experiences a broader experience of trauma in the line of duty.
Part-Time Extra Shifts	
What are the changes for Part Timers regarding extra shifts, what impact will this have?	There are no changes to the way V/Line can engage a Part Time employee. There are no changes to the terms that govern part time employment under the agreement.
Will full-timers receive less overtime as a result of this?	However, a clarification has been added to the clause so that it more clearly stipulates how part timers may take on extra shifts or hours. Under the current EA, V/Line can already assign extra shifts to Part Time workers so this will not change. V/Line local managers have always had the ability to determine freely who receives extra shifts and overtime. While the union can't guarantee that this won't change in future, it would not change as a result of this EA coming into effect.

Rostering Queries

Question	Answer
Can you explain in detail the 10 Ordinary Hours Flexible Rostering Agreement Clause?	<ul style="list-style-type: none"> • This does not change any of the current rosters and will have no effect on future rosters unless the members want it too. • This is a flexible rostering arrangement which gives members more say over rostering options. • It does not change the total number of hours you will have to work in a fortnight. • It gives a local work group the option to work up to 10 ordinary hours in a day in exchange for more days off. • V/Line would be required to give you at least three consecutive days off in a fortnight. • Requires absolute vote of 75%+ of a local work group to be implemented • Members must be consulted with and contribute in the development of any proposal prior to it being voted on. • Unless a proposal is adopted by a local work group after undergoing the rigorous process, all conditions, penalties, and rosters will remain as they are underpinned by 8 ordinary hours. • Individual and exceptional circumstances must be accounted for before any roster change. • Members maintain the ability to change back to the current status quo (76 hours over 10 shifts). • As an example, members working 10x 8 hour shifts per fortnight could opt to work 8x 10 hour shifts and instead have an extra 2 days off (work 8 days, have 6 days off in a row)
How much control will we have over any proposal, will members get to have input?	While V/Line could make a proposal, given the exceptionally high threshold, this is unlikely to be successful without meaningful consultation. Where such proposals have worked in other areas, the RTBU has been actively involved in working with members to create a proposal for management to consider. While V/Line obviously won't simply accept whatever we propose, members do have the power here to shape the outcome, and where members aren't satisfied, we can either dispute it or vote it down.
Who is most likely to be affected by this clause?	As it stands, this clause is most likely going to affect smaller more isolated workgroups with smaller rosters. Getting 75% agreement from all impacted will be very difficult in larger rosters, especially if there is no clear benefit for those involved.

	<p>Areas with significant crossover of rosters which tie into the train timetable will be difficult to implement such as Conductors & Drivers, however it remains an option that could be explored should members be interested.</p>
<p>What defines a local work group?</p>	<p>For the purposes of voting on the 10 Ordinary Hours Flexible Rostering Arrangement, you will be entitled to vote on the proposed roster if the change would affect you. This has been informally referred to as the local work group.</p>
<p>What is meant by 75%, how will voting be conducted and will we see the roster first?</p>	<p>75% applies to the affected members of the local work group. This means 75% of all affected employees must actually vote to introduce the change.</p> <p>As an example, in a Local work group of 10 people, if just 3 people don't agree with the proposal, it won't be successful.</p> <p>Members must be presented with a roster before the whole process of implementation can take place.</p>
<p>Given Unions fought for the 8 hour day over 100 years ago, why is the RTBU now entertaining the prospect of 10 hour days?</p>	<p>Fundamentally, this clause is about giving members control over how you want to organise your working life.</p> <p>10 hour days come with the caveat of V/Line being required to roster you consecutive days. This means less days at work and more days free and available to spend with friends, family and other leisure activities.</p> <p>The high acceptance threshold makes it virtually impossible for V/Line to shove down your throat and allows workgroups willing to trial it the opportunity to do so.</p> <p>This agreement protects the 38 hour week while giving you flexibility and power to determine how it is rostered. The RTBU has introduced these arrangements in other areas of rail for a number of years and have been popular with members due to the regularity and predictability of shifts balanced with time off work.</p> <p><i>If</i> local workgroups decided to take up a 10 Ordinary Hours Flexible Rostering Arrangement then they will get 2 extra off roster days per fortnight which could provide better work/life balance.</p>
<p>What would be the procedure to introduce a <i>10 Ordinary Hours flexible Rostering Arrangement</i>? How would voting be conducted?</p>	<p>You will have to be shown a roster before there is a vote, however the need for consultation would allow for a collaborative approach. Given the 75% threshold the format of this roster will need to be broadly supported by the local work group.</p>

	<p>You will then have to be notified that there is a proposal to change the roster and that this would result in extended ordinary hours</p> <p>You must then be given 14 days notice to review any roster before it's voted on.</p> <p>Any change, or proposed change can be disputed on multiple grounds. There is also scope with the 10 Ordinary Hours Flexible Rostering Clause to return to the current standard 8 ordinary hours.</p> <p>Process for voting has not been specified. Traditionally it depends on the location and workgroup. The RTBU would dispute any votes that are called into question and given the ability of the local workgroup to build the proposal, we would push for a voting method desired by members</p>
<p>Why has V/Line proposed this clause?</p>	<p>This was proposed by the RTBU to provide members in particular workgroups with the opportunity to have more control over how their work/life is organised. This has been introduced in other areas of the rail industry very successfully with members wanting to work fewer days and get more days off. It has also been demonstrated to help improve fatigue levels in a number of instances where shift work is more sporadic.</p>
<p>Is this going to be beneficial to the company only and detrimental to staff?</p>	<p>This clause will not disadvantage staff, it simply provides an option to create more structure within shift work to work consecutive days and have better quality rest between work blocks.</p> <p>Obviously subject to design and agreement with the work group, there may be a trade-off of overtime, but it would be traded at the rate at which it would be paid, for time away from work. The choice is for the affected employees as to whether you value paid overtime or time off work. This system will allow you to choose.</p> <p>In many cases it's probably going to be entirely unworkable for certain areas or difficult without the co-operation and desire of staff. Members have the power. To adjust some rosters V/Line would need to find extra staff to cover the days off you'd be entitled to.</p> <p>Ultimately the clause only allows V/Line to propose the change, 75% of any given workgroup must vote to bring in the 10 ordinary hours flexible rostering meaning their proposal will need to be made through consultation and co-determination with the local work group to be successful.</p> <p>Again, if the work group is not interested in any proposal, current circumstances, hours, rosters & penalties will remain in place.</p>

<p>Upon implementation of this EA, will we lose current penalties and overtime, and will V/Line be able to roster us for 10 hour shifts?</p>	<p>No, you will continue to be paid your current rates including penalty rates (plus the wage increase).</p> <p>Without consultation AND over 75% of the workgroup voting to exchange overtime for time off there will be no changes.</p> <p>Such a change would still have no effect on Penalties including weekends, or public holidays.</p>
<p>With the 10 hour shifts proposal, is the intention to create two separate rosters that would be rostered consecutive days of 10 hour shifts, effectively allowing us to be rostered 8 days on and 6 days off, or 4 days on and 3 days off?</p>	<p>There is no current plan. For larger workgroups, you could have an A and a B roster. But you need not, it's all about what 75% of the workgroup will agree to. If 75% don't agree, there will be no change.</p> <p>The clause does accommodate working for 8 days and then taking 6 days off, if 75% of the workgroup wants to do that. It also allows for 4 days on and 3 days off.</p> <p>The clause has been designed to maximise the amount of consecutive "Off Roster" days. It also includes a sub-clause to allow the workgroup to design the pattern of their "Off Roster" days.</p>
<p>Fatigue Is a major concern for shift workers. If the work week is 38 Hours (Or 76 hours per fortnight) will we get an additional day off?</p>	<p>Yes, by agreement you could work up to 2 more hours in a day and have 2 more days off in the fortnight. Managing fatigue is our #1 priority. There are a number of studies supporting the benefits of this sort of potential rostering for shift workers.</p>
<p>I'm over 60 years old and not sure if can do 10 hour shifts.</p>	<p>V/Line must consider the circumstances of individuals – if 75% of your workgroup did vote to extend daily hours, we would push V/Line to consider your personal circumstances.</p>
<p>How often can V/Line try to implement this change? If it receives a no vote, can it be put up to vote again?</p>	<p>It could be put up more than once but the requirement for agreement of 75% of the workgroup will make it very difficult to force through a change that people don't want. We have also ensured that there are multiple ways to dispute changes that our members don't want. The high threshold puts the power in members' hands.</p>
<p>Is there potential for this to affect the ability to perform shift swaps due to time between shifts and possible bigger gaps in hours of the two shifts being swapped (i.e. someone on a much shorter shift swapping with a longer one)</p>	<p>We don't think this would be likely because you'd have to swap a shift with someone on your roster.</p>
<p>Currently after 3 hours of overtime we get double time, does this mean that you will now have to work 13 hours before this comes into effect?</p>	<p>This clause, or it's equivalent, will be re-drafted to account for workgroups that choose to take up the <i>10 Ordinary Hours Flexible Rostering Arrangement</i>.</p> <p>Unless 75% of your local workgroup voted in a new roster, your overtime entitlement will not change. Overtime is always time and a half for the first 3 hours and double time after that unless the local work group votes to change ordinary hours.</p>

	<p>So the first 10 hours at ordinary time and then time and a half for the first 3 hours and double time after that.</p> <p>On the other hand, you'd have extra days off. If you worked on one of those days, you'd get overtime for the whole day</p>
How will sick leave work on a 10 hour shift?	<p>There will be no changes. Since you would still work an average of 76 hours in a fortnight, sick leave would accrue and be used in the same way.</p> <p>There will be no changes to meal allowance, and no changes to afternoon, night, & morning penalties.</p>
I am concerned about V/Line previously wanting 11 and 12 hour shifts, does adding this clause make it possible for them to introduce longer shifts?	<p>No, the 10 hour maximum clause still applies, as does fatigue management. You can work extra if it is caused by operational circumstances such as a late train, but you cannot be rostered to work longer.</p>