



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

V/Line Corporation
(AG2020/3934)

V/LINE ASSET MANAGEMENT ENTERPRISE AGREEMENT 2019

Rail industry

COMMISSIONER CIRKOVIC

MELBOURNE, 13 JANUARY 2021

Application for approval of the V/Line Asset Management Enterprise Agreement 2019.

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

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

[3] The:

- Association of Professional Engineers, Scientists & Managers Australia;
- Australia Rail, Tram and Bus Industry Union; and
- Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia,

being bargaining representatives for the Agreement, have each given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers these organisations.

[4] The Agreement was approved on 13 January 2021 and, in accordance with s.54, will operate from 20 January 2021. The nominal expiry date of the Agreement is 30 June 2023.



COMMISSIONER

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<AE510078 PR726121>

V/LINE ASSET MANAGEMENT AGREEMENT

2019

V/LINE ASSET MANAGEMENT AGREEMENT 2019

PART 1 – APPLICATION AND OPERATION

1.1. TITLE

- 1.1.1. This Agreement shall be known as the V/Line Asset Management Enterprise Agreement 2019 (“**Agreement**”).

1.2. ARRANGEMENT

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1.3. 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.

“**Agreement**” means V/Line Asset Management Agreement 2019.

“**Crib Break**” means a paid break of 20 minutes to eat a meal where the Employee must remain on the premises and able to attend their work station if required to do so.

“**Day**” is the number of ordinary hours in a rostered shift (such as 8 hours or 9.5 hours or 10 hours etc).

“**Employees**” means Employees of the Employer who are employed in classifications set out in Schedule A – Rates of Pay Table to the Agreement.

“**Employer**” means V/Line Corporation ABN 91 273 289 190.

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

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

“**Meal break**” means an unpaid meal break of a minimum of 30 minutes where an

Employee may leave the work-station and work premises.

“Meal interval” means a meal break or a crib break.

“Major Periodic Maintenance (MPM)” has the same meaning as Deeper Level Maintenance (DLM).

“NES” means the 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.

“Parties covered by this Agreement” means all parties referred to in clause 1.5 expressed to be covered by this Agreement.

“Shift roster” is a roster where an Employee works ordinary hours outside of the span of hours for a day worker.

“Shift worker” means an Employee who is regularly rostered to work shift work on any day of the week.

“Suburban area” means the electrified lines with the exception of the portion beyond Dandenong and shall include the lines from Newport to Sunshine and from Albion to Broadmeadows.

“Unavoidable necessity” includes circumstances where compliance involves the Employer in expenditure which is unreasonable.

“Utilised away from headquarters” means circumstances where an employee is required to travel for 50 kilometres or more in excess of their usual travel time to their Headquarters in order to commence their shift.

“Ganger” are Employees who are required to supervise, direct and participate in renewal or maintenance work of infrastructure including maintenance of rail reserves and road surfaces at crossings, foot paths, and pedestrian crossings.

“Track Inspector” are Employees who are required to patrol track infrastructure and submit detailed reports on items requiring renewal or maintenance work of rail infrastructure.

“Track and Civil Employees” are Employees who are employed in the classifications set out in Schedule A - Table 3.

“Structures Inspector” are Employees who are required to provide inspection, condition monitoring and reporting on all civil, structures and building assets including bridges, tunnels, culverts, stations, platforms, retaining walls, signal boxes, depot buildings and overhead structures and structure clearance inspections to ensure timely identification of maintenance works.

“Plant Fitters” are Employees who are required to maintain motorised equipment in a safe and reliable condition to meet operating requirements.

“Signal and Communications Employees” are Employees who are employed in the classifications set out in Schedule A - Tables 1 & 2.

“Signal Maintenance Technician” are Employees who are required to perform maintenance and installation of work on signalling and communications equipment and to perform allocated routine and reactive maintenance tasks to accord with the technical maintenance plan and servicing schedules and enter task completion reports to the maintenance management system.

“Rostered Shift” means the rostered ordinary hours of work on any day.

“Overtime Shift” means a shift is in excess of ordinary hours.

“Surfacing Track Machine Operator” are Employees who are required to carry out resurfacing tasks as directed for the renewal or maintenance work using specialised machinery such as Tamper, Regulator, and Compactor.

“Welders, class 1” are Employees who are required to perform free welding using various processes (thermit butane etc).

“Welders class, 2” are Employees who are required to perform thermit welding duties including tensing and oversee freewelding to a non trade level.

“Welders, class 3” are Employees who are required to carry out trade level welding requirements.

1.4. **COMMENCEMENT DATE AND PERIOD OF OPERATION**

1.4.1. This Agreement will commence operating seven days after it has been approved by the FWC. The nominal expiry date of this Agreement is 30 June 2023.

1.4.2. The parties agree to commence discussions for a new Enterprise Agreement 6 months before the nominal date of expiry of this Agreement subject to Government approval.

1.5. **COVERAGE**

1.5.1. This Agreement incorporates the terms of the NES. Where a term of this Agreement is inconsistent with the NES, the more beneficial term to the Employee will apply.

1.5.2. This Agreement covers:

(a) The Employer; and

(b) The Employees.

1.5.3. Subject to the requirements of section 201(2) of the Act being met, the following organisations will be covered by this Agreement:

(a) Australian Rail, Tram and Bus Union (**“RTBU”**);

(b) The Association of Professional Engineers, Scientists and Managers, Australia (**“APESMA”**); and

(c) The Communications, Electrical, Electronics, Energy, Information, Postal, Plumbing and Allied Services Union (Electrical Division) (**“CEPU”**).

1.6. **NO EXTRA CLAIMS**

1.6.1. 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

2.1. CONSULTATION

2.1.1. Introduction of Change

This clause applies if the Employer:

- (a) proposes to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

2.1.2. Significant effects

"Significant effects" includes termination of employment of Employees, major changes in the composition, operation or size of the Employer'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.

2.1.3. The Employer's Duty to Discuss Change

- (a) The Employer must consult with the affected Employees of the decision to introduce major change and where applicable their nominated representative.
- (b) The Employer will recognise any representative appointed by the affected Employees for the procedures in this clause.
- (c) As soon as practicable after the Employer has developed a change proposal, and prior to making a definite decision to implement the change, the Employer shall discuss with the affected parties:
 - (i) the introduction of the major changes,
 - (ii) the effects the major changes are likely to have on affected Employees; and
 - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the relevant Employees.
- (d) The Employer will give prompt consideration to matters raised by the affected parties.
- (e) For the purposes of such discussion, the Employer shall provide in writing to the affected parties all relevant information about the changes including:
 - (i) the nature of the changes proposed;
 - (ii) the expected effects of the changes on affected Employees; and
 - (iii) any other matters likely to affect the affected Employees.

- (f) The Employer shall not be required to disclose confidential or commercial sensitive information to the affected Employees or the affected Employees' representative.
- (g) Nothing in this clause requires or permits the Employer to provide information about Employees to the other Parties covered by this Agreement except where the provision of that information is required or authorised by law.

2.1.4. Change of regular roster or ordinary hours of work

- (a) Where the Employer proposes to introduce a change to the regular roster or ordinary hours of work of Employees:
 - (i) the Employer must notify the relevant Employees and their representatives of the proposed change; and
 - (ii) subclauses (b) to (g) apply.
- (b) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (c) If:
 - (i) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (ii) the relevant Employee or Employees advise the Employer of the identity of the representative; the Employer must recognise the representative.
- (d) As soon as practicable after proposing to introduce the change, the Employer must:
 - (i) discuss with the relevant Employees the introduction of the change; and
 - (ii) for the purposes of the discussion—provide to the relevant Employees:
 - (A) all relevant information about the change, including the nature of the change; and
 - (B) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (C) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
 - (iii) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (e) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (f) The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- (g) In this term:
 - (i) relevant Employees means the Employees who may be affected by a change referred to in subclause (2.1.4(a)); and
 - (ii) Such consultation will operate in conjunction with any other relevant clauses within this Agreement, requiring consultation or agreement

with Employees in relation to changes to hours of work or related matters.

2.2. **DISPUTE SETTLEMENT PROCEDURES**

2.2.1. Resolution of disputes

- (a) If a dispute relates to:
 - (i) a matter arising under the Agreement (excluding a matter relating to occupational health and safety); or
 - (ii) the National Employment Standards; or
 - (iii) a matter pertaining to the employment relationship,then the following procedures apply.
- (b) The Employer or an Employee covered by this Agreement may choose to be represented by a representative of their choice for the purpose of this clause.

2.2.2. 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) Subject to clauses 2.2.2(c), (d) and (e), 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 ('status quo'), 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 the Employer of this concern and has not unreasonably failed to comply with a direction by the Employer to perform other available work that is safe and appropriate for the Employee to perform. In other words, the state of affairs as it existed prior to the matter that is the subject of the dispute will remain in place. For example, if the dispute is about a change to work, the *status quo* represents the position before the change.
- (c) If the status quo has a direct impact on service delivery or Government related initiatives, then the status quo will only apply up to the conclusion of the steps in clause 2.2.6.
- (d) The status quo will not apply to a dispute under clause 2.2.1(a)(iii).
- (e) 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.

2.2.3. 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 at Step 1 (or if Step 1 is not appropriate because the Employee's dispute is with his or her immediate supervisor), the Employee(s) can require that the matter be discussed with another representative of the Employer

chosen by the Employer 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 2.2.7, arbitration.

2.2.4. 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 2.2.4(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.

2.2.5. Disputes procedure

- (a) Nothing in clause 2.2 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 2.2.3 and clause 2.2.4 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*).

2.2.6. 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.

2.2.7. Arbitration

- (a) Other than by agreement of the parties, the FWC does not have the power to arbitrate a dispute of the type dealt with by clause 2.2.1(a)(iii) (about a matter pertaining to the employment relationship) unless:
 - (i) The dispute is also of the type dealt with by either clause 2.2.1(a)(i) and/or (ii); or
 - (ii) The dispute relates to a major change which is likely to have a significant effect on Employees, as defined in clause 1 (Consultation).

For the avoidance of doubt, in such a situation, the FWC may exercise all of its other powers (including mediation, conciliation, expressing an opinion, issuing a statement, making a recommendation etc.) in relation to such disputes.

- (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.

2.2.8. Conduct of Matters before the FWC

- (a) 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

3.1. TERMS OF EMPLOYMENT

3.1.1. Conditions 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, fixed term or fixed purpose basis.
- (b) Employees are to present for work without undue impairment and are expected to follow reasonable management instructions during hours of duty within their skills and qualifications. Any such instructions must be consistent with the terms of this Agreement.
- (c) Wherever suitable Australian-made clothing and equipment can be economically sourced, it shall be used in favour of articles manufactured outside Australia.
- (d) The Employer shall provide facilities including lockers, drinking and boiling water, appropriate protective clothing, heating and cooling, ventilation and rest room facilities. Any disagreement regarding the adequacy of facilities shall be dealt with using the consultation and dispute resolution procedures in this Agreement. The Employer will provide the necessary resources to enable Employees to safely perform their duties, with particular attention to working away from headquarters/depot.
- (e) Employees who are required to wear prescription spectacles to undertake tasks that require safety glasses to be worn will be supplied with:
 - (i) As a first issue – 2 pairs (1 pair clear, 1 tinted); or 1 pair of transitional safety glasses if they better suit the Employee; and
 - (ii) Replacement glasses will be reissued as existing items are rendered “unserviceable” due to fair wear and tear.

3.1.2. Full-Time Employees

- (a) A full-time Employee will work an average of 36 hours per week.
- (b) Full-time Employees are to be paid 72 hours per fortnight, less any period of unpaid or unauthorised absence.

3.1.3. Part-Time Employees

- (a) A part-time Employee will work a regular pattern of an average of less than 36 hours per week over an agreed period of up to 16 weeks. Before commencing part-time employment, the Employer and the Employee must agree upon:
 - (i) the average ordinary hours of work;
 - (ii) the days which they will work;
 - (iii) starting and finishing times; and
 - (iv) the classification applying to the work to be performed.
- (b) The terms of the agreement may be varied in writing by mutual consent. The employer must keep the written variation as an employee record.

- (c) The terms of this Agreement will apply pro-rata to part-time Employees based on their ordinary hours of work.
- (d) Part-time Employees required by the Employer to work in excess of their agreed average hours shall be paid overtime for such hours.
- (e) Part-time Employees will be entitled to payment at their ordinary rate of pay for an absence on a public holiday on which their normal hours fell.

3.1.4. **Fixed Term Employees**

A fixed term Employee is engaged 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.

3.1.5. **Probation**

- (a) The duration of probation will be six months.
- (b) Before the end of their probation, the Employer will either confirm the Employee's appointment or terminate their employment. Alternatively, the Employer may offer an extension to an Employee's probation for a period of no more than three months.

3.1.6. **Supplementary labour**

- (a) In this clause, '**Third Party**' means:
 - (i) a labour hire agency;
 - (ii) a contractor;
 - (iii) an employee or contractor, of a contractor; and/or
 - (iv) any other person or entity who/which is not a direct employee of the Company; which will do, or does, work that would be covered by this Agreement if it was performed by the Employees.
- (b) Supplementary labour will be available to cover excessive workloads caused by increases in work, an inability to cover work requirements with existing employees, special programs or where a particular skill is not available. It is recognised that in some instances a rapid response to the workload is required.
- (c) Prior to the engagement of supplementary labour, the Employer will offer overtime to its existing employees if reasonably practicable.
- (d) Once every 12 months, the Employer is required to notify the union parties to this Agreement of the following information regarding Third Parties that may be engaged by the Employer during the ensuing 12 months:
 - (i) the name of the proposed Third Party;
 - (ii) the type of work proposed to be given to the Third Party; and
 - (iii) the qualifications of the persons the proposed Third Party may engage to perform the work.
- (e) Upon written request of an Employee, the Company shall provide the above details in writing in respect of any Third Parties the Company is using at the time of the request.

- (f) For the purposes of the consultation, the Employer must also discuss safety and use of facilities for the Third Party.

3.1.7. **Classifications**

- (a) All Employees covered by this Agreement will be designated a classification as contained in Schedule A.
- (b) Progression through the Classification Structure will be in accordance with the V/Line Asset Management Classification Structure WRPR-11 dated 2 December 2020.
- (c) Once an Employee has been engaged in a classification where further training is required, the Employer will arrange training for that employee as soon as reasonably practicable.
- (d) The parties agree to commence a review of the classifications for Track Force Protection Grade employees within 6 months of the commencement of the Agreement which may result in the reclassification of those employees.

3.2. **INDIVIDUAL FLEXIBILITY AGREEMENT**

3.2.1. The Employer and an Employee covered by this enterprise agreement may agree to make an individual flexibility arrangement (“**IFA**”) to vary the effect of the terms of this Agreement if:

- (a) the terms that may be subject to an IFA are those matters contained in clause 5.1.7;
- (b) the arrangement meets the genuine needs of the Employer 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 the Employer and the Employee.

3.2.2. An Employee may nominate a representative to assist in negotiations for an IFA.

3.2.3. The Employer 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.

3.2.4. Terms of the individual flexibility arrangement will:

- (a) be in writing;
- (b) include the name of the Employer and the Employee;
- (c) be signed by the Employer and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee;
- (d) include details of:
 - (i) the terms of the Agreement that will be varied by the arrangement;
 - (ii) how the arrangement will vary the effect of the terms; and

- (iii) 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) states the day on which the individual flexibility arrangement commences.
- 3.2.5. The Employer must give the Employee a copy of the individual flexibility arrangement within fourteen days after it is agreed to.
- 3.2.6. The Employer or the Employee may terminate the individual flexibility arrangement:
- (a) by giving no more than twenty eight (28) days written notice to the other party to the individual flexibility arrangement; or
 - (b) if the Employer and the Employee agree in writing – at any time.

3.3. APPRENTICE/TRAINEES

3.3.1. Apprentice/Trainee Agreement

An Apprentice/Trainee must be engaged subject to a training agreement consistent with Australian Qualification Framework (**AQF**) requirements. Apprentices/Trainees shall not be required to work overtime unless over 18 years of age. When an Apprentice/Trainee is required to attend a technical college or school as part of their training on a day that they are rostered off, the Employer will roster an alternative day off to be agreed with the Apprentice/Trainee.

3.3.2. Apprentice/Trainee Rates of Pay

Apprentices/Trainees shall be paid the following percentages of the base rate of pay of the relevant classification that the Apprentice/Trainee is training in:

Year	Percentage of Signals and Communication Rate
1	55
2	65
3	75
4	88
Adult apprentice	80

- 3.3.3. Where an Employee is 21 years or older at the commencement of their apprenticeship, they will be paid at 80% of the IMW 3.1 classification rate at Schedule A, Table 1 or the rate prescribed by clause 3.3.2, whichever is greater.
- 3.3.4. Where a construction site rate under clause 4.1.3 applies to an apprentice, the percentages in clauses 3.3.2 and 0 will apply to the relevant tradesperson construction site rate.
- 3.3.5. Existing Employees**
- Where an existing employee agrees to become an Apprentice/Trainee, their pre-Apprenticeship/Traineeship base rate of pay will be maintained until it is exceeded by the rate that applies to their new classification.

3.4. **STAND DOWN**

- 3.4.1. The Employer 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 the Employer), or any other cause whatsoever for which the Employer cannot justly be held responsible, subject to the following conditions.
- 3.4.2. When the Employer proposes to exercise the right conferred by this clause, it shall notify Employees affected.
- 3.4.3. Employees who are stood-down will have their continuity of service maintained.
- 3.4.4. Employees who are stood-down may terminate their employment without notice during that period and shall be paid all outstanding entitlements as soon as practicable.
- 3.4.5. Employees whose employment is terminated under clause 3.4.4 shall for all purposes, other than payment in lieu of notice, be treated as if their employment had been terminated by the Employer without default of the Employee.
- 3.4.6. Employees who are stood-down may take other employment and, in such event, may extend the date upon which their stand down ends to conclude any other employment. In these circumstances, the Employer may request a statutory declaration setting out details of such other employment.
- 3.4.7. Employees that have been stood down may apply to take annual leave, long service leave, public holiday credits, banked hours or accrued EDOs to which they are entitled.
- 3.4.8. Employees are entitled to payment for any public holiday for which they would have otherwise been paid during a period of stand down. This will not apply where an Employee receives payment for any applicable public holiday through other employment, regarding which the Employer may request a statutory declaration.

3.5. **TERMINATION OF EMPLOYMENT**

3.5.1. **Termination by the Employer**

The Employer may terminate the employment of an Employee, in accordance with the NES and by giving the relevant period of notice as set out below

Period of Continuous Service at the day Notice is given:	Notice Period
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 year but not more than 5 years	3 weeks
More than 5 years	4 weeks

For Employees who are over 45 years of age the notice period will be increased by a week.

3.5.2. **Payment in lieu**

At the employers election payment in lieu of notice may be provided, for any part of the notice period. The payment for pay in lieu of notice is the rate that the Employee would have received for working their ordinary hours for that period.

3.5.3. **Termination by the Employee**

Unless otherwise agreed between the Employee and the Employer, the notice of termination by the Employee to the Employer will be the same as shown in the table in 3.5.1 except that the additional week for employees over 45 does not apply.

3.5.4. **Notice period does not apply**

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

- (a) Serious misconduct; and
- (b) An Employee who is engaged for a specific period or task.

3.6. **REDUNDANCY**

- 3.6.1. Where the Employer 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, the Employer will hold discussions with the affected Employee and, where elected by the Employee, their representative(s), in an endeavour to redeploy the Employee to another position if a suitable vacancy exists.
- 3.6.2. The discussions shall take place as soon as is practicable after the Employer 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.
- 3.6.3. For the purposes of the discussion the Employer 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.
- 3.6.4. In the event that an Employee is not able to be redeployed to a position similar in nature and similar duties to those of the redundant position, that Employee may be entitled to a redundancy package as approved by Government. Redeployment to an alternate position should be reasonable having regard to an Employee's skills and abilities.

3.7. **TRANSFER OF BUSINESS - CONTINUITY OF SERVICE**

- 3.7.1. In the event of the Employer 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 terms and conditions of employment with the Employer, and where service with the Employer counts as service with the new employer, then the Employer 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.

3.8. **SECURITY REQUIREMENTS**

- 3.8.1. 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.
- 3.8.2. 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.

3.9. **DRUG AND ALCOHOL SCREENING**

3.9.1. Employees may be subject to Alcohol & Drug testing on the following basis:

- (a) "For cause" if a Manager or Supervisor has reasonable grounds to suspect impairment
- (b) "Post incident" testing to determine if alcohol or other drugs were a contributing factor or root cause

3.9.2. **Random Alcohol and Drug Testing** will be conducted as following:

- (a) Candidates will be decided either through the random selection of location time or once at the location a draw process for individuals..
- (b) Employees will be afforded with sufficient time during their shift to be tested without loss of entitlements.
- (c) The procedure for random alcohol and drug testing will be by non-invasive tests being conducted on site, except where an Employee returns a non-negative result.
- (d) Drug testing shall be undertaken by the collection and analysis of an onsite saliva screening device or, by urine sample and laboratory confirmation test in NSW only.
- (e) Refusal to submit to a test may result in disciplinary action.
- (f) 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 the Employer or Employees.

3.9.3. **Self-Identification**

- (a) The Employer encourages any Employee who may be experiencing alcohol or other drug-relates issues to raise the matter through self-identification with an appropriate person on a confidential basis.
- (b) The Employer will support any Employee who self-identifies, including through access to the Employee Assistance Program, paid or unpaid leave and other support to enable an Employee to engage in recommended treatment and if appropriate return to work.
- (c) An Employee who self-identified may be temporarily removed from their current position whilst this procedure is undertaken.

PART 4 – RATES OF PAY AND RELATED MATTERS

4.1. RATES OF PAY

- 4.1.1. 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.
- 4.1.2. A Roster Incentive payment calculated at 2% of the Employee's aggregate earnings for the financial year ending in 2020 will be paid to Employees who were employed by the Employer at the time this Agreement was made, in first full pay period after this Agreement has been approved by the FWC.
- 4.1.3. The increases in rates of pay and referred to in this clause above equate to 8%, as per the following table:

Effective from first full pay period to commence on or after:	Increase
Commencement	2.0%
1 July 2021	2.0%
1 July 2022	2.0%
1 October 2022	2.0%

- 4.1.4. All flat dollar amount allowances payable in accordance with this Agreement, except for allowances provided for in clause 4.11 will be increased in accordance with the rate increases set out in the above table.
- 4.1.5. Payments to Employees that relate to the need to hold qualifications or licences will commence from the time successfully completed and formally advised to the Employer writing.

4.2. PAYMENT OF WAGES

- 4.2.1. Employees will be paid fortnightly by electronic funds transfer.
- 4.2.2. In the event of termination, Employees shall have their wages paid to them no later than the day following its effective date.

4.3. RECOUPMENT OF OVERPAID SALARY/WAGES

- 4.3.1. The Parties covered by this Agreement recognise that the Employer 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 the Employer on, or before, the date of termination.
- 4.3.2. Where it is established that an overpayment of entitlements has occurred, Employees will repay such monies. The Employer will negotiate with the Employee or their representative to arrange a payment plan which eases any hardship caused by a repayment. The Employer must consider any proposal made by the Employee with respect to proposed repayments in accordance with this clause before making any deduction

- 4.3.3. Where no agreement can be reached on a payment plan, the Employee will repay 10 percent of their fortnightly earnings each pay period, which may be deducted from their pay by agreement.
- 4.3.4. Where this arrangement is applied, the Employee(s) may apply to the Executive General Manager People for the amount of the repayments in each pay period to be reduced.
- 4.3.5. Any decision made may then be appealed in writing to the Chief Executive Officer.

4.4. **WAGE AVERAGING**

- 4.4.1. Employees working a roster cycle may elect to be paid by a system of averaging payments for shift and overtime penalties. The Employer will determine the earnings received by an Employee over their roster cycle and calculate a loading equivalent to the amount exceeding the Employee's earnings in respect of their base rate of pay for the total number of hours worked during the cycle.

Example: an employee works a total of 160 hours over a four-week period on a roster and is entitled to \$6,000 inclusive of penalty rates and overtime occurring during that roster. The employee would be entitled to \$5,000 for the same number of hours over an equivalent period paid at their base rate. The loading calculated under clause 4.4.1 would therefore be 20%.

- 4.4.2. The Employer will then calculate the average hours worked per fortnight over the roster cycle.
- 4.4.3. The Employee will be entitled to a payment each fortnight equivalent to the fortnightly average hours calculated under clause 4.4.2 with the loading calculated under clause 4.4.1 applied to each of those hours subject to the following exceptions.
- 4.4.4. Where one or more public holidays occur within a fortnight, the Employee will be paid as follows:
 - (a) If the Employee's rostered hours fell on the public holiday but it was not worked, no additional payment will be made because this is included in the wage averaging calculation ("**PHO**");
 - (b) If the public holiday was worked, then the Employee will be paid a loading equivalent to the difference between the loading calculated under clause 4.4.1 and the amount of 150% of their base rate of pay for all hours worked ("**PHW**");
or
 - (c) If the public holiday was not rostered or worked, the Employee will be paid an additional 7.2 hours at the base rate of pay ("**PHNR**").

Example: an employee works a 9-hour shift on a public holiday (PHW). The loading applicable to their averaging arrangement calculated under clause 4.4.1 is 30%. The employee is therefore entitled to a penalty of 120% for the hours worked on the public holiday (being the difference between their loading and 150%, as the original single time was incorporated into the wage averaging calculation). This will be equivalent to the employee receiving double time and a half for working the public holiday.

- 4.4.5. The relevant option in clause 4.4.4 must be indicated on the Employee's timesheet with the code (ie. PHO, PHW or PHNR) provided.
- 4.4.6. Any entitlements not referred to in clause 4.4.1 must be listed on an Employee's timesheet and will be paid as per the following:
 - (a) Any entitlements otherwise payable in accordance with this Agreement at the base rate of pay (such as personal/carer's leave) will be paid at the base rate of

pay without the loading in clause 4.4.1, with the exception of community service leave where an Employee is engaged in voluntary emergency management activities;

- (b) Any entitlement to a higher base rate of pay under this Agreement (such as the Construction Site Minimum Wage or Higher Duties) within the Employee's roster cycle shall be paid at the relevant base rate with the loading in clause 4.4.1 applied; and
- (c) If an Employee is entitled to payment for more hours attracting alterations to their fortnightly payment described by either subclause (a) or (b) than the average fortnightly hours calculated under clause 4.4.2, the additional alterations will be carried over into the following fortnight and made to ordinary hours in that fortnight (and on to subsequent fortnights where required). Any alterations carried over must be paid first in the subsequent fortnight before any other entitlements due in that fortnight;

Example: an employee works a roster cycle with 160 hours averaged over a four-week period. The employee works 110 hours in the first fortnight and 50 hours in the second fortnight of the cycle. The employee takes a period of paid personal leave for the entire first fortnight (being a total of 110 hours). However, the employee is only paid an average of 80 hours in that fortnight. Therefore, the employee will be paid 80 hours at the personal leave rate in the first fortnight, with the remaining 30 hours of personal leave being paid in the second fortnight before any other entitlements in that second fortnight are paid.

- (d) Any hours worked outside of an Employee's roster cycle will be paid separately in accordance with this Agreement and not attract the loading in clause 4.4.1; and
 - (e) Any other amounts not expressly referred to in this clause will be paid separately in accordance with this Agreement.
- 4.4.7. Any salary averaging arrangement made under this clause must result in the Employee receiving no less than what they would have otherwise received had each of the averaged entitlements been paid separately over the course of a roster cycle.
- 4.4.8. Where an Employee's roster changes, they will be advised of their new averaged earnings as part of consultation under this Agreement.

4.5. **MIXED FUNCTIONS/HIGHER DUTIES**

- 4.5.1. An Employee who is requested to work at a classification attracting a higher rate of pay shall be paid at that higher rate for all time so worked.
- 4.5.2. Where four or more hours are worked at a higher classification, the Employee will be paid for a minimum of eight hours at the higher rate.
- 4.5.3. No restrictions shall be placed on the allocation of work on either a higher or lower grade or level to an Employee where circumstances require, provided that the Employer is satisfied the Employee is capable, trained or qualified to perform the work allocated.
- 4.5.4. Where an Employee has acted in a higher classified position for a period of six months, the Employee will be reclassified at the higher classification. This shall only apply where the higher position is vacant with no permanently appointed incumbent.
- 4.5.5. This clause shall not be applied in bad faith to avoid the creation of necessary permanent positions.

4.6. **ROSTERING INCENTIVE ALLOWANCE**

4.6.1. Employees will be paid an hourly allowance in accordance with the table in this clause for all purposes of the Agreement. This allowance is to compensate for the following matters:

- (a) Recognition that night shift is operationally critical to the Employer;
- (b) An increased expectation that night shift will be worked by Employees covered by this Agreement; and
- (c) New expectations in relation to rostering flexibility and workplace change.

Effective from first full pay period to commence on or after:	Percentage of hourly base rate of pay
Commencement	0.5%
1 July 2021	+ 0.5%
1 July 2022	+ 0.5%
1 October 2022	+ 0.5%

4.6.2. The percentages in the table above are cumulative. The all-purpose allowance commencing on 1 October 2022 applies indefinitely unless it is replaced or repealed.

4.7. **MEAL ALLOWANCES**

4.7.1. Employees shall be paid allowances at the rate as specified in Schedule A - Table 4 in accordance with this clause.

4.7.2. An Employee will be entitled to an “**Overtime Meal Allowance**” after each five-hour period where they are on duty:

- (a) for a period of more than five hours after a meal interval; or
- (b) for a period of more than ten hours where there is no meal interval; and
- (c) provided that where a meal interval exceeds one hour, it will be regarded as one hour only for the purposes of this clause if an Employee completes at least four hours’ work prior to its commencement.

4.7.3. An Employee will not be entitled to this allowance if they are released to return home for a meal or are provided with a meal by the Employer.

4.7.4. Note: an Overtime Meal Allowance shall not be paid where an Employee receives payment for a meal under any other provision.

4.7.5. An Employee will be entitled the allowances in the relevant table below where utilised away from their headquarters. The relevant allowance will only be paid where the Employee departs from their headquarters or residence (as the case may be) before and returns after the following times:

Table A - Day Workers and Rotating Shift Workers

	<i>Depart before</i>	<i>Return after</i>
<i>Breakfast</i>	0700 hours	0800 hours
<i>Lunch</i>	1230 hours	1330 hours
<i>Dinner</i>	1800 hours	1900 hours

Table B - Permanent Night Shift Workers

	<i>Depart before</i>	<i>Return after</i>
<i>Supper</i>	2200 hours	2300 hours
<i>Breakfast</i>	0700 hours	0800 hours

- (a) Employees will be entitled to the allowances in either Table A or Table B based on whether or not they have been engaged by V/Line as Permanent Night Shift Workers. For the avoidance of doubt, no employee will be entitled to allowances under both Table A and Table B.
- (b) Employees shall not be paid any allowance prescribed by this clause at any one location for a period exceeding three months.
- (c) No allowance prescribed by this clause shall be payable:
 - (i) during any period of absence, except for a single day of absence on approved personal/carer's leave with or without pay during a period in which an Employee is being utilised away from their headquarters. This payment will be subject to the production of receipts for accommodation on that day;
 - (ii) where the Employee is utilised away from headquarters for under three hours, in which case the allowance for lunch shall not apply; or
 - (iii) when Employees are utilised away from their headquarters if they leave from and return to their headquarters on the same day unless required to travel to a place more than 50km distant from their headquarters. Where this applies, the Employee will be eligible for the breakfast, lunch, dinner or supper allowance if they depart before and or arrive home after the times specified in clause 4.7.5. The allowance for lunch shall only apply if the absence exceeds three hours.
- (d) In the case of Employees undertaking relief duty who travel to and from their place of residence, their place of residence shall be deemed to be their headquarters unless their headquarters are closer to the relief location than their residence.
- (e) The Overtime Meal Allowance provided in Schedule A -Table 4 to this Agreement shall be paid to Employees who are required to perform night duty of at least six hours duration in connection with an accident, alteration to lines or bridges, or other work of a special character without being provided with:
 - (i) notice prior to leaving home for duty that they would be required to perform such night duty;
 - (ii) an opportunity of going home for a meal; or
 - (iii) suitable refreshments by the employer during the night.

4.8. TRAVEL TIME

- (a) Employees can be directed to travel anywhere during working hours in order to meet business requirements where safe to do so.
- (b) Employees who are required to sign-on and/or off at other than at their Home Depot are to be paid for time spent travelling to the sign-on location in excess of their normal travel time between their residence and Home Depot.

The rate for such travel time will be:

Weekday	Ordinary time rate
Saturday	125% of the Ordinary time rate
Sunday	150% of the Ordinary time rate
PH	150% of the Ordinary time rate

- (c) Employees who are required to use their own vehicle to travel to a location other than their Home Depot to sign on and/or off are eligible for mileage reimbursement at the rates specified by the ATO for distance travelled in excess of their normal journey between their residence and Home Depot.
- (d) For the purposes of subclauses 4.8(b) and (c) Employees engaged specifically as MPM, MPM Relief Gang and MPM Plant Fitters who work away from their home depot (with accommodation), will have their home depot recognised as their residence. For the avoidance of doubt:
 - (i) Subject to this clause, a relevant Employee's residence is their notified residence as at 1 July 2016. If an Employee changes their residence they must inform the Employer of this and, provided the change is reasonable, the Employer will recognise the Employee's new residence for the purpose of this clause. If an Employee's residence is or becomes outside the State of Victoria, the Employer will, in consultation with the Employee, determine a reasonable Victorian location for the Employee's nominated residence for the purposes of this clause. This will be considered on a case by case basis.
 - (ii) An Employee is not entitled to travel time payment under subclause 4.8(b) if they are directed to travel as part of their working shift (as in this circumstance, they will be paid for that time as part of their worked shift).

4.9. ACCOMMODATION

- (a) An Employee who is required to stay overnight is eligible for accommodation as follows:
 - (i) If accommodation is booked and paid for by the Employer, there is no payment to the Employee; or
 - (ii) If the Employee arranges their own accommodation they will be paid a Bed Allowance as described in Schedule A Table 4.
- (b) If the cost of the only suitable accommodation exceeds the Bed Allowance and the Employee provides a receipt to the Employer, the difference between the cost of accommodation and the Bed Allowance will be paid to the Employee.

4.10. **A CLASS ELECTRICAL LICENCE ALLOWANCE**

Payment of an A Class Electrical Licence allowance will be made to all qualified electrical tradespersons who hold a current licence and who may, in the course of their duties be required by the Employer to work on electrical installations defined by Energy Safe Victoria shall be paid at the relevant allowance rate contained in Schedule A Table 4.

4.11. **CONSTRUCTION SITE ALLOWANCES**

4.11.1. **Definitions**

- (a) The Site Allowance applies to Employees required to perform duties because of a specific state or federal rail project construction site (as defined) for the time they are:
 - (i) Engaged in activities on the defined site; or
 - (ii) Engaged in activities supporting the work being undertaken on the defined site;

whilst the work being undertaken in subclause (a) is in connection with an active and recognised construction site where the Employee has signed on to the site register.

- (b) The following work is defined as a 'state or federal rail project construction site' where the project value exceeds \$3m and the work is being undertaken in the state of Victoria:
 - (i) **Major Upgrades** – Work which involves the complete removal of technically redundant infrastructure and replacement with new technology.
 - (ii) **Amplifications** – Work which involves linear “extension” and/or grade separation of existing infrastructure on an existing railway corridor such as passing lanes, track duplication, track re-routing etc.
 - (iii) **New Construction** – Work which involves the construction of new infrastructure on a corridor not previously used for rail such as building sites, by-passes and yards not on railway reserves.
- (c) Any works not covered by subclauses (a) and (b) shall not attract a Site Allowance.

4.11.2. **Allowance Procedure**

- (a) The Site Allowance is paid as a flat hourly amount to compensate for all special factors and/or disabilities on a project and in lieu of any payment for confined space, wet work, dirty work, second-hand equipment and fumes.
- (b) The Site Allowance is not paid in lieu of any other allowance prescribed by this Agreement.
- (c) The Parties covered by this Agreement agree to consult where required to clarify whether work to be undertaken is considered to be construction activity for the purposes of this clause.
- (d) No allowance is payable for any rail industry construction projects with a value lower than the lowest value prescribed by clause 4.11.3.

4.11.3. **Site Allowance/Rates**

Project Value \$m	Site Allowance \$Per Hour
3 – 7.9	2.5014
7.9 – 19.5	2.9390
19.5 – 39.2	3.3769
39.2 – 78.3	3.8146
78.3 – 156.6	4.2523
156.6 – 234.9	4.6869
234.9 - 313	5.1278
313 – 469.8	5.6282
For Projects above \$469.8 million, there shall be an increment of 10 cents per additional \$100m or part thereof.	

4.11.4. The parties agree that the site allowance rates in the below table will apply in lieu of the rates in the table above, whilst performing work on the sites as prescribed herein.

Metro Tunnel Project \$Per Hour	West Gate Tunnel Project \$ Per Hour
9.50	9.26

4.11.5. The rates in these tables shall be increased annually no later than 1 July 2021 September 2022 and 2023 on the basis of CPI.

4.12. **CONSTRUCTION SITE MINIMUM WAGE**

4.12.1. The minimum hourly rate of pay for an Employee engaged on a rail project construction site (as defined) shall be in accordance with the following table.

TRADE, SALARIED AND PROFESSIONAL POSITIONS (Electrical)	
Commencement	July 2021
\$57.25	\$ 59.56
TRADE, SALARIED AND PROFESSIONAL POSITIONS (Signals)	
Commencement	July 2021
\$ 65.79	\$ 68.45
NON-TRADE	
Commencement	July 2021
\$ 44.16	\$ 45.94

4.12.2. The rates contained in this clause will be increased on the basis of CPI in the first full pay period commencing on or after 1 July 2022.

4.12.3. With respect to the rates paid to Track Gangers, and Special Gangers these Employees shall be treated as Electrical Trade for this clause only.

4.13. **ADDITIONAL CONSTRUCTION CONDITIONS**

4.13.1. Inclement Weather

- (a) Inclement weather shall mean the existence of rain and or abnormal climatic conditions (whether they be those of hail, snow, cold, high wind, severe dust storm, extreme high temperature or the like or any combination thereof) on rail project construction sites which makes it not reasonable or not safe for Employees to continue working while exposed to those conditions. High temperature for the purposes of this clause shall be deemed to be 35°C or higher.
- (b) During a period of inclement weather, Employees may be required to complete their assigned work and for such work shall be paid at the rate of single time in addition to their rate at the time of the inclement weather calculated to the next hour, and in the case of wet weather has clearly ended, the Employees shall resume work at normal rates and the time shall be agreed and noted.
- (c) Where it is necessary an Employee shall work during periods of inclement weather to enable the rail network to remain safe whilst mobile plant or Employees of the Employer or contractor Employees are restoring the rail network to normal operating conditions.
- (d) Except as provided above, no Employee shall be required to work exposed to inclement weather conditions. For the purposes of this clause an Employee operating machinery fitted with a functional weatherproof cab shall not be deemed to be exposed to inclement weather.

4.13.2. All shift work shall be paid at the rate of double time for all hours worked.

4.13.3. Where there is a need to perform continuing work on a Saturday or Sunday and due to the resulting overtime and shift work over the period of the project, the following will apply:

- (a) If Saturday night work is worked then the Employee has Monday off work with pay;
- (b) If Sunday night is worked then the Employee has Monday off with pay to provide a ten hour break and Tuesday off with pay; or
- (c) If both Saturday and Sunday nights are worked, then the Employee has Monday off with pay to provide a ten hour break and Tuesday off with pay.

4.13.4. Generally an Employee will not undertake construction activities on a rail project construction site when the site is closed to observe RDO's, lock down weekends and public holidays, provided however that due to the limited opportunity to gain occupations and access to infrastructure exemptions may be granted between the Employer and the relevant representatives on a case by case basis.

4.14. **PROVISION OF TOOLS**

4.14.1. The Employer will provide a first up issue of tools ordinarily required by tradespersons or apprentices in the performance of their work. Replacement of tools is the responsibility of the tradesperson or apprentice. Specialised tools will be provided by the Employer.

4.14.2. Tradespersons or apprentices shall replace or pay for any tools supplied by the Employer if lost through their negligence.

4.15. **SUPERANNUATION**

4.15.1. 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.

4.15.2. Subject to the exceptions referred to in 4.15.3 the Employer will make contributions at the rate stipulated under the Superannuation Guarantee Legislation to the following Superannuation Fund for those Employees, regardless of age, not covered by the defined benefit schemes referred to in 4.15.1:

Superannuation Scheme
Vic Super

4.15.3. The Employer will make contributions to other compliant Funds where nominated by Employees and approved by the Employer on behalf of all other Employees regardless of age at the rate stipulated under the applicable Superannuation Guarantee legislation.

4.15.4. The default fund for Employees who fail to nominate a Fund shall be Vic Super.

4.16. **SALARY PACKAGING FOR SUPERANNUATION**

4.16.1. Approval from the Office of the Minister for Finance (Victoria) to proceed with arrangements that allow Employees to salary sacrifice earnings into Revised, New and / or Transport Schemes (whichever applies) will operate subject to the following conditions:

4.16.2. 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.

4.16.3. Salary packaging of superannuation is introduced on the basis that it will not result in an additional cost to the Employer and must be permitted by law.

4.16.4. 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.

4.16.5. In offering salary packaging it is the responsibility of Employees to obtain independent financial and taxation advice before entering into any salary packaging arrangement.

4.16.6. Alterations to packaging arrangements shall only be allowed on a once per annum basis in July of each year.

4.16.7. 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.

4.16.8. The annual salary of the Employee (prior to packaging or salary sacrifice) will remain unchanged for all purposes including the calculation of penalty rates, allowances, termination and superannuation payments

4.17. **FIRST AID ALLOWANCE**

- 4.17.1. Employees appointed by the Employer to perform first aid duty shall be paid a fixed weekly allowance as out in Schedule A - Table 4, provided that such Employees shall be required to pass the appropriate first aid examination every three years.
- 4.17.2. Employees receiving the First Aid Allowance are obliged to perform the following tasks as follows on a needs basis or as determined by the Employer:
- (a) Apply first aid also known as Workplace Level 2 First Aid and Level 3 First Aid (as needed);
 - (b) Assist with risk assessment (as determined by V Line);
 - (c) Attend for refresher training as required by legislation and outlined in V Line First Aid Management Policy;
 - (d) Ensure First Aid kits are inspected and replenished; and
 - (e) Record all incidents and first aid activities in First Aid Registry.

4.18. **MOTOR VEHICLE**

Where the Employer requires an Employee to use their personal vehicle, the Employee will be entitled to claim reimbursement for any such use based on the ATO per kilometre rates, as amended from time to time.

4.19. **STRUCTURES TRAVEL ALLOWANCE**

Where an Employee in the Structures classification is required to live away from home on a regular basis (which is to be regarded as 26 or more weeks per year where such travel is required), that Employee will be entitled to an allowance of \$20 per week.

4.20. **ASSESSORS ALLOWANCE**

Appropriately qualified Employees that undertake workplace assessments on behalf of the Employer for staff undertaking AQF training are entitled to the following:

- (a) \$19.56 per assessment for Signal and Communication Employees based on 2 hour assessment with 1 hour paperwork; and
- (b) \$45.66 per assessment for Track and Civil Employees based upon a 6 hour assessment with 1 hour paperwork.

4.21. **ACCIDENT MAKE UP PAY**

- 4.21.1. An Employee receiving workers compensation payments shall also receive a payment from the Employer equal to the difference between the workers compensation payment and the Employee's ordinary base rate of pay at the time of the injury for a maximum period of 52 weeks.
- 4.21.2. An Employee shall be required to declare all workers compensation claims made by them prior to being employed. In the event that false or inaccurate information is deliberately and knowingly declared, the Employer may require the Employee to forfeit their entitlement to accident pay if:
- (a) The Employee has made a prior workers compensation claim which they have failed to disclose; and

- (b) The injury incurred is reasonably connected to the undisclosed workers compensation claim.
- 4.21.3. Accident pay shall not be paid where any period of other paid leave has been granted.
- 4.21.4. In the case of an extra day off which falls in a period when they are receiving workers compensation, they are not entitled to an extra day off at a later stage.
- 4.21.5. The Employer shall not dismiss any Employee by reason only of them being in receipt of accident pay.
- 4.21.6. 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.

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

5.1. ANNUAL LEAVE

- 5.1.1. Employees other than a Shift Worker to whom clause 5.1.2 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.
- 5.1.2. Shift Workers who regularly work on Sundays and public holidays shall be entitled to 5 weeks' paid annual leave for each year of service.
- 5.1.3. 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 5.9;
 - (ii) a period of stand down under the provisions of clause 3.4;
 - (iii) a period of leave as prescribed by the Fair Work Act Regulations 2009; or
 - (iv) as provided for in clause 5.1.4(c); or
 - (c) as otherwise provided by the Fair Work Act Regulations 2009.
- 5.1.4. For these purposes of this clause, an Employee shall continue to accrue annual leave during particular absences in accordance with the following:
 - (a) Absence on workers' compensation up to a maximum continuous period of 52 weeks;
 - (b) Absence on paid leave; or
 - (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; and
 - (iv) 48 weeks or more – all leave due.
- 5.1.5. 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.
- 5.1.6. Where an Employee has accrued in excess of 8 weeks annual leave or 10 weeks for a Shift Worker, and the Employer and the Employee are unable to reach agreement on the taking of the leave, the Employer may provide a month's written notice for the Employee to take up to 25% of the leave owing at the time any such direction is given.
- 5.1.7. Employees may take up to five single day periods of leave per year by agreement with the Employer.

5.1.8. **Annual Leave Loading**

- (a) In addition to payment for annual leave, the following annual leave loading shall apply:
 - (i) Employees (excluding Shift Workers to who clause 5.1.2 applies) shall be entitled to an annual leave loading of 17.5% for each hour of annual leave; and
 - (ii) Shift Workers to whom clause 5.1.2 applies shall be entitled to an annual leave loading of 20% for each hour of annual leave taken.
- (b) Where an Employee takes annual leave on a shift that attracts a penalty rate, they will be entitled to the relevant penalty rate if it exceeds the entitlement to annual leave loading prescribed in this clause.

5.1.9. **Track and Civil Employees only – Annual leave in Slow Period**

- (a) The following provisions in this clause 5.1.9 apply to Track and Civil Employees only.
- (b) Track and Civil Employees will, subject to this clause 5.1.9, be required to take at least two weeks of their accrued annual leave during the traditional depot slow period between 1 November and 31 March ("**Slow Period**").
- (c) In order to facilitate the scheduling of annual leave over the Slow Period:
 - (i) As part of a roster change under clause 6.2.4, the Employer may provide a forecast of the annual leave for each depot which will be required to be taken over the Slow Period; and
 - (ii) Employees will be invited to nominate their proposed availability for at least two weeks or more annual leave over the Slow Period. Employees will be given a period of 4 weeks in order to respond to this invitation. If no response is received, the Employee will be deemed to have nominated themselves available to take two weeks annual leave at any time over the relevant Slow Period.
- (d) Following Employees being given the opportunity to nominate their proposed availability for annual leave, the Employer will prepare a schedule of annual leave, which seeks to take into account individual Employees' nominated available dates for leave and operational requirements. Whilst the Employer will try and accommodate Employee's proposed availability dates for leave, it may not be possible to provide an Employee their preferred dates, having regard to all other Employee's nominations and operational requirements.
- (e) Once the Employer has prepared a schedule of annual leave, Employees will be notified of the dates on which they are scheduled to take annual leave over the Slow Period. Where an Employee does not wish to take their annual leave on their scheduled date, they must inform the Employer of this in writing within 2 weeks of being notified of their scheduled date. The Employer will then consult with the relevant Employee with a view to agreeing on an alternative period within the Slow Period to take their annual leave.
- (f) Where agreement on alternative dates is not reached, the Employer may direct an Employee to take annual leave during the Slow Period, provided that (unless otherwise agreed):
 - (i) The maximum amount of annual leave that an Employee can be directed to take in the Slow Period is two weeks; and

- (ii) The Employee must be given at least 4 weeks' written notice of the date upon which their annual leave is to commence.

5.1.10. 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 the rate of pay that would have been payable had the Employee taken the leave.
- (d) Alternatively, Employees may clear surplus credits by nominating to prospectively salary sacrifice future earnings into a complying Superannuation Fund in accordance with and subject to Australian Taxation Office requirements, provided such arrangements may only be introduced or cease as the case might be on a once per annum basis from the service anniversary dates of individual Employees.
- (e) These arrangements must cease when annual leave credits for an individual have been reduced to four weeks regardless of when this level of leave is reached.

5.1.11. Annual leave for Signal and Communication Employees

- (a) The following provisions of this clause 5.1.11 apply to Signal and Communication Employees only.
- (b) Employees and their managers may amend rosters to enable the scheduling of annual leave throughout the year to ensure continuity of maintenance and productive operation and an equal distribution of Employees on leave.
- (c) Subject to the provisions of this Agreement, once in any calendar year, where an Signal and Communication Employee provides no less than three months' notice of a valid request for annual leave, the Employer will approve the request if:
 - (i) The period of absence does not need to be covered; or
 - (ii) The period of absence can be covered by overtime being offered to other employees within the same depot.
- (d) Where an Employee agrees to work overtime in accordance with subclause 5.1.11(c)(ii), it will be regarded as rostered overtime which that Employee may not refuse to work.
- (e) Excluding permanent night shift employees and with the exception of single day absences, any application for annual leave that comprises a period or periods of rostered night shifts will only be approved where it exceeds 72 hours of annual leave to be used.
- (f) The Employer may set reasonable quotas for Employees that may be absent from work in connection with discretionary leave. These quotas may be set

locally, network-wide, or a mixture of both. These quotas shall not operate to limit the operation of subclause (c).

5.2. **LONG SERVICE LEAVE**

- (a) An Employee is entitled to 9.1 weeks' long service leave ("**LSL**") with pay after the completion of 7 years continuous service. After the initial 7 years, LSL leave will accrue at the rate of 1.3 weeks' per completed year.
- (b) An Employee will be paid any accrued but untaken LSL on termination of their employment after the completion of 7 years' service.
- (c) In cases when an Employee retires on account of age or ill health, dies or is terminated on the grounds of redundancy, entitlement to long service leave is subject to a minimum of 4 years' completed continuous service and is computed on the basis of 1.3 weeks' leave for each completed year of service.
- (d) LSL may be taken at half pay for double the amount of time off.
- (e) In calculating the period of service for LSL purposes any continuous period of leave of absence without pay for one month or more is to be excluded.
- (f) Other than the above clauses, the terms and conditions of the Victorian Long Service Leave Act 2018 or its successor will apply.

5.3. **PUBLIC HOLIDAYS**

- 5.3.1. 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, Easter Sunday and Easter Monday;
 - (b) Christmas Day, provided that when it falls on a Saturday or Sunday a holiday in lieu shall be in observed on 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 should it fall 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; and
 - (f) Any of the following days which are proclaimed by the Victorian Government: Labour Day, Anzac Day, Queen's Birthday and Melbourne Cup Day and Grand Final Eve.
- 5.3.2. If during the life of this Agreement, the Victorian Government introduces additional applicable public holidays or reduces the number of public holidays then that public holiday will be added or subtracted from the above list.
- 5.3.3. The Employer and a majority of affected Employees may agree in writing to substitute another day for any public holiday.
- 5.3.4. Any day or part-day that is proclaimed as a full or part-day public holiday regionally gazetted in lieu of Melbourne Cup Day will be substituted for Melbourne Cup Day, so that all Employees receive Melbourne Cup Day as a public holiday.
- 5.3.5. An Employee who is rostered to work on a public holiday will be paid at the rate of double time and a half.

- 5.3.6. Where a public holiday occurs at the start or end of an Employee's block of rostered shifts and their shift falls partly on the public holiday and partly on the prior or subsequent day, the Employee will be entitled to double time and a half for the full shift.
- 5.3.7. Payment will not be made for the public holiday for Easter Saturday, Easter Sunday or Anzac Day when it falls on a Saturday or Sunday, if the Employee is not rostered for duty on any of those days.
- 5.3.8. An Employee who is not rostered or required to work on the day of the week on which a particular holiday is observed shall be paid 7.2 hours for the day.
- 5.3.9. 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.
- 5.3.10. Part-time Employees required to work on a public holiday shall be paid at the rate of double time and a half for actual hours worked.
- 5.3.11. Employees may be required to attend for duty on any public holiday provided that request by the Employer is reasonable and unless the Employee has reasonable grounds for refusal.
- 5.3.12. This clause is to be read in conjunction with clause 4.4.3 (Wage Averaging).
- 5.3.13. The following is a summary of the Public Holiday arrangements:

Option	Rostered	Works	Pay arrangements
1	Employee is rostered ON	Required to work and works	Paid PH rates (double time and a half for all hours worked on the public holiday).
2	Employee is rostered ON	Not required to work	Takes the Public Holiday (day off) without loss of ordinary pay.
3	Employee is rostered OFF	Requested to work and works	Paid overtime at PH rates, double time and a half for all hours worked on the public holiday with a minimum engagement of 7.2 hours (subject to call outs).
4	Employee is rostered OFF	Not required to work	Employee is paid 7.2 hours' pay.

5.4. **PERSONAL/CARER'S LEAVE**

5.4.1. The provisions of this clause apply to all Employees.

5.4.2. Definitions

The term "**immediate family**" includes:

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; and
- (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 term “**de facto partner**” has the same meaning as in the Act.

5.4.3. **Amount of Paid Personal/Carer’s leave**

- (a) Paid personal/carers 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 (personal leave);
 - (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) For each full year of service with the Employer, full-time Employees will accrue 15 days personal/carers leave provided that:
 - (i) on commencement of employment, new Employees will be credited (in advance) their first 5 days of personal/carers leave and accrual of the next 10 days of personal/carers leave will commence after the completion of four months’ service.
- (c) Employees are entitled to personal/carers leave based on the ordinary hours of work they are absent for in a shift. An Employee shall not be entitled to personal/carers pay in respect of other than ordinary hours of employment.
- (d) Unused personal/carers credits shall accumulate without limitation but unused personal/carers leave will not be paid out on termination of employment.
- (e) 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:
 - (i) extends beyond that day or shift and is fully covered by a medical certificate; or.
 - (ii) commenced prior to the day of the stoppage and such period is covered by a medical certificate; and
 - (iii) Payment of personal/carers leave is subject to compliance with the notice and evidentiary requirements of sub-clause 5.4.6.

5.4.4. **Personal/Carer’s Leave Clearances**

- (a) Where an Employee remains unfit for work after exhausting their entitlement to paid personal/carers leave, all further absence will be unpaid unless otherwise agreed.
- (b) 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 requires care or support because of personal illness or personal injury or otherwise in need of care as specified in sub clause 5.4.3(ii).

- (c) Unpaid carer's leave may be taken as a single continuous period or any separate periods agreed between the Employee and the Employer. It may only be accessed where all paid personal/carer's leave entitlements have been exhausted.

5.4.5. **Employee Must Give Notice of Absence on Personal/Carer's Leave**

An Employee shall notify the Employer of their unfitness to work and the expected length of absence as soon as reasonably practicable. If possible, this notice must be given prior to the commencement of their shift. An Employee must advise the Employer of their intention to resume duty as soon as they are able to do so.

5.4.6. **Evidence Supporting Claim**

Personal Illness or Injury (Personal/Carer's Leave)

- (a) Subject to clause 5.4.6(b) applications for personal leave must be supported by a medical certificate from a registered health practitioner.
- (b) Employees may take up to five days of personal leave per year without producing a medical certificate.
- (c) Notwithstanding the above, a medical certificate will be required for absences:
 - (i) exceeding 3 consecutive days on any occasion; and
 - (ii) immediately before or after paid days off or other leave.

Carer's Leave

Applications for carer's leave must be accompanied by evidence that supports the Employee's requirement to provide care to a member of their immediate family or household due to an illness, injury or unexpected emergency.

5.5. **COMPASSIONATE LEAVE**

5.5.1. Paid leave entitlement

- (a) An Employee is entitled to up to three days of paid compassionate leave on each occasion that:
 - (i) a member of the Employee's immediate family or household dies; or
 - (ii) has a personal illness or injury that poses a serious threat to their life.
- (b) Each period of compassionate leave stands alone.
- (c) Employees may be required to produce satisfactory evidence to support applications for leave under this clause.
- (d) An Employee is entitled to their base rate of pay for their rostered ordinary hours of work for any period of compassionate leave.

5.6. **UNSCHEDULED LEAVE ABSENCES**

5.6.1. Unscheduled leave absences (e.g. personal/carer's leave and bereavement leave) will be considered as follows:

- (a) Applications (including supporting information) 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) Applications not received by the end of the pay period will be paid where there is a sufficient amount of the relevant type of leave accrued by the Employee; and
- (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.

5.7. **PARENTAL LEAVE**

5.7.1. This clause provides an entitlement to work part-time and to parental leave including:

- (a) paid primary carer leave,
- (b) special maternity leave, and
- (c) partner leave.

5.7.2. An Employee is entitled to unpaid parental leave and unpaid special maternity leave as set out in the Act and the Paid Parental Leave Act 2010 (Cth). This clause supplements and provides additional entitlements to the provisions set out in the Act and the Paid Parental Leave Act 2010 (Cth)

5.7.3. The notice and evidentiary requirements in Part 2-2 Division 5 of the Act are incorporated into this clause 5.7.

5.7.4. An Employee is entitled to access accrued annual leave or long service leave entitlements for parental leave purposes.

5.7.5. On ending a period of parental leave the Employee is entitled to return to:

- (a) the Employee's pre-parental leave position which they held immediately before proceeding on parental leave;
- (b) where the Employee was transferred to a safe job, the position they held immediately before such transfer; or
- (c) where such position no longer exists, an available position nearest in status and pay to that of their former position provided that the Employee is qualified and capable of performing the role.

5.7.6. The Employee is to notify the Employer at least 4 weeks' prior to the expiration of the leave of their intention to return to work after a period of parental leave.

5.7.7. **Paid primary carer leave**

- (a) This clause applies if an Employee is the legal parent of a child and has completed at least 12 months' service with the Employer immediately before the expected date of the birth or placement of their child.
- (b) Only one person can be a child's primary carer at a time. An Employee is the primary carer of a child if:
 - (i) the child is in the Employee's care; and
 - (ii) the Employee meets the child's physical needs more than anyone else.
- (c) An Employee with an entitlement under this clause is entitled to 12 weeks of paid primary carer leave.
- (d) An Employee may elect to take their primary carer leave at half pay, i.e. half pay over 24 weeks.

- (e) Payment in respect of primary carer leave must be in accordance with normal arrangements for payment of salary.
- (f) Payment for primary carer leave for full-time Employees must be based on an Employee's base rate of pay.
- (g) Where an Employee has been employed part-time for all or a portion of the 12 calendar months immediately before the commencement of primary carer leave, the Employee is entitled to leave on a proportionate basis.
- (h) Payment of primary carer leave for part-time Employees must be calculated on the weekly average of the ordinary hours worked during the 12 months before commencing primary carer leave.

5.7.8. Special maternity leave

- (a) Where a pregnancy ends other than by birth of a living child, or because a child is born alive but dies, the Employee is entitled to the special maternity leave in accordance with the following:
 - (i) where the pregnancy ends within less than 12 weeks of the pregnancy, the Employee is entitled to paid personal leave and further unpaid special maternity leave as a registered medical practitioner certifies is necessary;
 - (ii) where the pregnancy ends after 12 weeks of the pregnancy and before 6 weeks of the due date of the birth of the child, the Employee is entitled to 7 weeks' paid maternity leave and further paid personal leave or unpaid special maternity leave as a registered medical practitioner certifies is necessary; or
 - (iii) where the pregnancy ends within 6 weeks of the due date of the birth of the child, the Employee is entitled to the full amount of leave under clause 5.7.7(c) of this agreement and further paid personal leave or unpaid special maternity leave as a registered medical practitioner certifies is necessary.
- (b) Where an Employee who is not yet on parental leave suffers illness whether related or not to the pregnancy, the Employee may take any paid personal leave to which they have an entitlement and such further unpaid special maternity leave as necessary before the Employee's return to work.
- (c) An Employee is entitled to take any paid personal leave to which they have an entitlement and such further unpaid special maternity leave as necessary for the purposes of undergoing IVF treatments.

5.7.9. Partner Leave

- (a) An Employee who has completed 12 months' continuous service at the date of birth or placement of a child, is entitled to partner leave with pay of 1 week concurrently with their partner or former partner where they are:
 - (i) the partner or former partner of a person who is pregnant; or
 - (ii) the secondary care giver in the case of adoption or permanent foster care.
- (b) Partner leave may be taken in aggregate periods, provided that it commences not more than:

- (i) one week prior to the expected date of birth or placement of the child;
or
 - (ii) 5 weeks after the birth or placement of the child.
- (c) Payment for partner leave for full-time Employees must be based on the Employee's base rate of pay.
- (d) Where an Employee has been employed part-time for all or a portion of the 12 calendar months immediately before the commencement of partner leave, the Employee is entitled to partner leave on a proportionate basis.
- (e) An Employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations that may be necessary as part of the adoption procedure. An entitlement to leave under this clause is subject to all of the following:
- (i) the production of satisfactory evidence if requested by the Employer;
 - (ii) agreement between the Employee and the Employer about the length of the unpaid leave;
 - (iii) where agreement cannot be reached, the Employee is entitled to take 2 days unpaid leave; and
 - (iv) where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead.

5.7.10. Entitlement to part-time working agreements

- (a) Any Employee who is a primary care giver to a child under the age of 8 is entitled to apply in writing for a reduction to part-time hours at ordinary pay.
- (b) An Employee wishing to convert to part-time parental leave must apply to the Employer specifying the duration of the proposed part-time employment.
- (c) The Employer must not unreasonably refuse an application by an Employee for a reduction to part-time hours made under subclause 5.7.10(a). The Employer must respond within 21 working days of the application.
- (d) Unless the Employer agrees, part-time working agreements will not extend past a child eighth birthday.
- (e) The Employer must not refuse a request to extend the period of a reduction to part-time hours under subclause 5.7.10(a)) unless it has given the Employee a reasonable opportunity to discuss the request.

5.7.11. Part-time working agreement requirements

- (a) While an Employee is on a part-time work agreement, pay on for any period of leave will remain at the Employee's ordinary rate prior to the commencement of the part-time working agreement.
- (b) Moving to part time employment does not affect the continuity of any leave entitlements so that an Employee on a part-time work arrangement under this clause will have their hourly rate of pay and existing leave accruals preserved with subsequent leave accrued while on a part-time work arrangement will be pro-rata.
- (c) The Employer must comply with existing part-time employment standards listed in this agreement.

- (d) Approved part-time working arrangements under this clause will be set out in a written part-time work agreement, where the Employer and the Employee must agree to all of the following:
 - (i) the number of hours to be worked each day;
 - (ii) the days of the week employees will work;
 - (iii) the times at which the employee will start and finish work each day; and
 - (iv) any other details specific to their arrangement.
- (e) At the end of the part-time work agreement an Employee:
 - (i) must return to their full-time position, or
 - (ii) may apply for further part-time parental leave if still eligible.

5.7.12. Variation of period of parental leave

- (a) Unless agreed otherwise between the Employer and the Employee, where an employee takes parental leave an employee may apply to the Employer to change the period of parental leave on one occasion.
- (b) Any such change to be notified in writing at least two weeks prior to the commencement of the changed arrangements.

5.7.13. 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, the Employer 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 the Employer 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 the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with this clause.

5.8. BLOOD DONOR LEAVE

An Employee shall receive leave with pay to attend a Blood Bank for the purposes of making a blood donation. This will be paid up to a maximum of four hours per occasion, subject to how many ordinary hours are not worked. The Employee shall provide the Employer with reasonable notice in advance and a certificate of attendance at the Blood Bank.

5.9. **COMMUNITY SERVICE LEAVE**

5.9.1. **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 Act Regulations 2009 from time to time.

5.9.2. **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; and
 - (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.

5.9.3. **Notice and Evidence Requirements**

- (a) An Employee must give notice for any community service leave.
- (b) The notice:
 - (i) must be given to the Employer as soon as reasonably practicable (which may be a time after the absence has started);
 - (ii) must advise the Employer of the period, or expected period, of the absence; and
 - (iii) must be accompanied by evidence that will satisfy a reasonable person that the absence is for a reason prescribed in clause 5.9.1 if required by the Employer.

5.9.4. **Payment to Employees on eligible community service activity**

- (a) This section applies if in accordance with the above clauses:
 - (i) an Employee is absent from his or her employment for a period because of an eligible community service activity; and
 - (ii) subject to the clauses below, the Employer must pay the Employee at the Employee’s ordinary rate of pay for the Employee’s ordinary hours of work in the period.
- (b) The Employer may require the Employee to provide evidence that would satisfy a reasonable person that the Employee has taken all necessary steps to obtain any payment to which the Employee is entitled, and the total amount of pay in respect of an eligible community service activity that has been or will be paid.

- (c) The Employer will pay the difference between any amount received in respect of an eligible community service activity and their ordinary weekly earnings.

5.10. **TRAUMA COUNSELLING**

In the event of a traumatic incident at work, professional trauma counselling shall be made available to an Employee.

5.11. **SPECIAL LEAVE – FAMILY/DOMESTIC VIOLENCE**

5.11.1. **General Principle**

The Employer recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the Employer is committed to providing support to staff that experience family violence.

5.11.2. **Definition of Family Violence**

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

5.11.3. **General Measures**

- (a) The Employer will identify a contact in Human Resources who will be trained in family violence and privacy issues. The Employer will advise the name of the contact.
- (b) Where requested by an Employee, the HR contact person will liaise with the Employee's supervisor on the Employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with sub clauses 5.11.4 and 5.11.5.
- (c) The Employer will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an Employee reports family violence.

5.11.4. **Leave**

- (a) An Employee experiencing family violence will have access to 20 days per year (which do not accrue from year to year) of paid special leave for medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- (b) Proof of family violence may be required and can be in the form an agreed document issued by the Police Service, a Court, a Doctor, District Nurse, Maternal Health Care Nurse, a Family Violence Support Service or Lawyer.
- (c) An Employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital, or to mind children subject to appropriate notification and proof provided as required in the Carer's Leave clause.

5.11.5. **Individual Support**

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

5.12. **WORKPLACE RELATIONS TRAINING LEAVE**

- 5.12.1. 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.
- 5.12.2. Training content may include but is not necessarily limited to knowledge about the system of workplace relations including rights and obligations of the Employers and Employees, skills such as communication, negotiations, dispute resolution and grievance handling, bargaining and agreement making, research equity and discrimination and health and safety.
- 5.12.3. 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.
- 5.12.4. Requests for leave are to be submitted by Employees as early as practicable but not less than two weeks before commencement.

5.13. **CITIZENSHIP CEREMONY LEAVE**

- 5.13.1. An Employee who is required to attend a ceremony for the purposes of receiving their Australian Citizenship Certificate shall be paid for time in attendance to the extent that it occurs during the Employee's rostered hours.
- 5.13.2. The Employee shall provide the Employer with reasonable notice in advance and allow the Citizenship Certificate to be sighted for verification.

5.14. **SPECIAL LEAVE**

The Employer may grant additional paid leave for not otherwise described in this Agreement (such as study) at its sole discretion.

5.15. **LEAVE WITHOUT PAY**

The Employer may grant leave without pay following the expiration of Employees' leave entitlements at the Employer's discretion.

5.16. **OH & S REPRESENTATIVES TRAINING LEAVE**

- 5.16.1. An Employee elected as an Occupational Health and Safety Representative may be granted five days paid leave to undergo introductory or refresher training which will be provided by the Employer:

- (a) The training should be undertaken as soon as practicable after appointment, having regard to the availability of course places and work requirements;
- (b) The granting of leave applies only to the first period of election;
- (c) Further training in health and safety, in such matters as specific hazard courses, safe working practices or to provide necessary emergency services should be undertaken as appropriate and at the Employer's discretion as to timing;
- (d) Payment is not to be made for travelling time in addition to the leave granted;
- (e) Leave to attend courses is not to be debited against any leave;
- (f) Payment is to be as for a normal rostered shift and to include shift allowance, site disability allowance or any all purpose allowance regularly paid but not for rostered overtime that would otherwise have been worked; and
- (g) Payment is not to be made for incidental allowances such as dirt, heat, fumes allowances etc, as may be paid intermittently.

5.16.2. Where an Employee works shifts, attendance should be scheduled where practical to maintain the shift pattern and not exceed the normal number of shifts.

5.17. TRAVEL PASS ENTITLEMENTS

5.17.1. Travel pass entitlements will be as follows:

- (a) Eligibility
 - (i) An Employees Free Travel Authority ("**EFTA**") and touch-card will be issued to full time and permanent part time Employees of the Employer for the respective period of their employment.
 - (ii) Casual and temporary Employees and supplementary labour are not eligible to be issued with an EFTA.
- (b) Leave of Absence Without Pay

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

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

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

 - (i) Melbourne Metropolitan trams, trains and buses (both Government and privately owned); and
 - (ii) V/Line services including V/Line rail replacement coach services.
- (e) EFTA does not permit travel on the following services:

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

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

5.17.2. Intrastate and Interstate Leave Passes

- (a) Employees granted paid leave of absence in accordance with 5.17.2(b) for a period of 5 days or more can be issued with a free first class intrastate travel pass for their spouse and eligible dependent children to the extent of the respective leave period, including, where applicable, the period covered by leave payments in lieu.
- (b) Paid leave of absence referred to in 5.17.2(a) includes accrued annual leave, accrued public holidays, accrued EDOs, long service leave, flexi leave and off roster days. In addition the period covered by such passes may be extended to cover up to a maximum of two weeks leave of absence without pay when adjoining the grants of annual leave, long service leave and/or accrued public holidays.
- (c) Employees granted leave of absence as a deduction from annual leave, long service leave or accrued public holiday credits are eligible to be issued with an intrastate pass (subject to minimum debit of five days) or a destination pass (minimum debit three days) to or from a V/Line serviced location traveling first class where applicable for self and eligible dependents. The pass issued may be extended to cover an EDO.
- (d) Where an Employee is granted a period of long service leave at half pay, an intrastate pass may be issued, but only to cover the period of the face value of the debit to long service leave credits.

5.17.3. Interstate Leave Passes

- (a) Eligibility
 - (i) Interstate Passes will be made available in accordance with the provisions below to Employees who were employed by V/Line Passenger before 1 July 2003. New Employees engaged by V/Line Passenger after 1 July 2003 will not attract interstate pass requirements. Employees, who as at 4 May 2007 (the date of transfer of Regional Network and Access – Infrastructure - functions to V/Line), who were eligible for an interstate leave pass (i.e. who commenced employment prior to 1 May 1999), will continue to retain eligibility for the interstate leave pass. (“**Eligible Employees**”).
 - (ii) Employees are eligible for an interstate free travel voucher for self and dependents for the period representing accrued annual leave, accrued

public holidays, accrued EDOs and an additional separate free travel voucher representing accrued long service leave subject to certain conditions.

- (iii) New Regional Network and Access – Infrastructure Employees who commenced with the Employer after 4 May 2007 will not be eligible to receive Interstate Free Travel Vouchers.
 - (iv) One free interstate travel voucher will be issued to eligible Full time Employees when clearing a minimum of three days annual leave and/or accrued public holidays, for travel to or through another State in any annual leave year on a non-accumulative basis.
 - (v) For grants of long service leave (minimum debit three days) only one interstate free travel voucher may be issued to or through another State for the total long service leave due to an Employee throughout his/her service. Regulations permit an interstate free travel voucher to be issued for travel to “Western States and another to Northern States.”
 - (vi) Part-time Employees are not eligible for interstate free travel vouchers unless a minimum of 1750 hours of duty have been completed during the preceding 12 months.
 - (vii) Interstate free travel vouchers issued but not used may be returned to the issuing officer on resumption from leave. In these situations the entitlement will be re-instated.
 - (viii) Interstate free travel vouchers may be extended and in special circumstances beyond the two weeks leave without pay period prescribed.
- (b) Entitlement
- (i) Eligible Employees when granted paid leave of absence (as prescribed) may be issued an interstate travel pass for self and eligible dependents, subject to certain conditions such Employees who are entitled to one free interstate pass in any annual leave year. If the entitlement is unused in any given year, it does not accumulate.
 - (ii) Employees are issued with an Interstate Free Travel Voucher which is exchanged for a ticket, enabling travel on:
 - (A) Intersystem train services that extends beyond Victorian border stations;
 - (B) Intersystem services that extend beyond V/Line interstate Rail/Coach Link Service Terminals; and
 - (C) Other intersystem services that entail travel across at least one State border.
 - (iii) Interstate Free Travel Tickets are not available for travel on:
 - (A) Public transport services in the metropolitan area of any capital city;
 - (B) Chartered or privately owned interstate services unless designated a service of the articular rail system;
 - (C) Tourist services;

- (D) Certain intersystem services as nominated from time to time; or
 - (E) Services beyond the 'approved capital city'; e.g. when travelling from Melbourne to Cairns, the Free travel Tickets will be available for travel from Melbourne to Brisbane only.
- (iv) Interstate pass entitlements as set out above will apply for the duration of this Agreement.

5.17.4. Deferment of Passes/Interstate Free Travel Vouchers Due to Ill Health

On production of a medical certificate stating that the Employee is/was unable to use his/her intrastate pass/interstate free travel voucher due to ill health, entitlements may be deferred for up to six months.

5.17.5. Retired Employee Travel Pass ("R.E.T.A.")

Application

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

Entitlement on retirement

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

- (i) due to ill health (either by the Employer or by the Employee); or
- (ii) by the Employee in circumstances where that Employee has reached the minimum retirement age (age 55), and who, at the time of the termination of their employment, had:
 - (A) at least 20 years of service with V/Line Pty Ltd or a predecessor organization (including service with the Public Transport Corporation before 29 August 1999); and
 - (B) were Employees who transferred from the Regional Network and Access – Infrastructure Group - to the Employer on 4 May 2007,

are entitled to R.E.T.A. benefits in accordance with Clause 5.17.5(c) below.

- (c) On or before the termination of the employment of an Employee described in clause 5.17.5(b) the Employer will issue to that Employee:
- (i) a principal R.E.T.A. for use by the Employee after the termination of their employment; and
 - (ii) additional subsidiary R.E.T.A.'s for use by their spouse and each of their eligible dependants.

Entitlement on redundancy

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

Benefits on death of an Employee

- (e) In circumstances where an Employee was entitled to R.E.T.A. benefits in accordance with this clause 5.17.5 at the time of their death, the Employer will issue the Employee's benefits in respect of R.E.T.A. passes that may be utilised by the Employee's spouse and/or eligible dependants directly to the spouse and/or eligible dependants.

Ineligibility

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

R.E.T.A.

- (h) The R.E.T.A. is a travel pass which authorises the holder to concession travel without charge on certain public transport services. The R.E.T.A. can only be issued to the eligible spouse and dependant children at or after the Employee turns 55 years of age (the Nominal Retirement age) and subject to the Employee retiring. The conditions contained in clause 5.17.5(b) must be met for the issue of an RETA. The terms of all R.E.T.A.s are subject to terms and conditions imposed by the Employer from time to time.
- (i) Without limiting clause 5.17.5 (e) the terms of a R.E.T.A. issued to an Employee who on 29 August 1999 had less than 20 years of service with the Public Transport Corporation will not provide for intersystem travel concessions.
- (j) Those sections of clauses 4.16 (Salary Packaging) which refer to the permanent surrender of interstate travel passes take precedence over the provisions of this clause.

PART 6 – HOURS OF WORK AND RELATED MATTERS

6.1. ROSTERING

- 6.1.1. All work will be monitored to ensure Employees do not place themselves at an unacceptable level of risk.
- 6.1.2. Employees are to present for work in a safe manner without undue impairment caused by fatigue or external activities likely to cause fatigue.
- 6.1.3. The Parties covered by this Agreement have a shared responsibility in ensuring fatigue related risk is minimised.
- 6.1.4. No more than 12 hours may be worked in any one shift without express approval of the relevant manager or supervisor in exceptional circumstances.

6.2. HOURS OF WORK, ORDINARY HOURS, SHIFT WORK

- 6.2.1. Maximum weekly hours and requests for flexible working arrangements are provided for in the NES.
- 6.2.2. For the purposes of this clause, “**affected Employee**” means an Employee who will have their roster changed as the result of a proposal by the Employer.
- 6.2.3. Work arrangements/roster changes other than as expressly provided for elsewhere in this Agreement may be proposed by the Employer but will only be implemented by agreement of the majority of affected Employees which must not be unreasonably withheld. The following principles will apply in determining whether agreement can be reached:
 - (a) Outcomes must meet business requirements
 - (b) Impact of the change on an individual’s financial remuneration
 - (c) Work life balance considerations, and
 - (d) Fatigue requirements.
- 6.2.4. **Rostering arrangements for Track and Civil Employees**
 - (a) The Employer may develop rosters in accordance with this clause once every calendar year. This process shall commence in a nominated month to be fixed by the Employer following the commencement of this Agreement. Once fixed, the month will not change during the life of the Agreement.
 - (b) Where a new roster is proposed by the Employer in accordance with clause 6.2.4(a), it will be developed subject to roster design parameters which include, but are not limited to:
 - (i) The daily hours of coverage required;
 - (ii) The maximum number of rostered hours (averaged up to 36 ordinary hours per week) over an averaging period of up to four months;
 - (iii) The maximum shift length (which will be no longer than 12 hours);
 - (iv) The roles, classifications and skills required;
 - (v) The requirements for particular roster lines, including how many are required and how many Employees must be allocated to each;
 - (vi) The impact of the roster on remuneration, work/life balance and fatigue; and

- (vii) Whether measures are required for safety or fatigue management.
- (c) Where the Employer proposes a roster requiring Employees to work 10 shifts containing ordinary hours per fortnight, those shifts must be a minimum of 8 hours each with 0.8 of an hour each shift accruing towards a paid day off each fortnight. Any paid day off accrued in accordance with this subclause must be taken within four weeks of its accrual by agreement between the Employee and the Employer, or failing agreement as determined by the Employer with at least 10 days' notice. If the Employee refuses to take the paid day off on the date fixed by the Employer, it will be forfeited.
- (d) The roster design parameters developed in accordance with subclause 6.2.4(c) will then be provided to an employee work group, which will be composed of two representatives from management and a maximum of three employee representatives from each trade affected by the proposed roster as determined by the relevant work group.
- (e) Unless the work group consents to the proposed roster, it will be given the opportunity to develop an alternative roster consistent with those design parameters. The work group must develop an alternative roster within 14 days of receiving the roster design parameters under subclause 6.2.4(e).
- (f) Work group meetings may take place on up to four occasions over the course of that 14-day period (with the duration of any release to be by agreement but no less than two hours per occasion). The 14-day period may also be extended by agreement between the parties.
- (g) The work group may present up to three preferred rosters that comply with the roster design parameters. If none of the rosters presented by the work group comply with the design parameters, the work group will be given a final opportunity to meet and address the issues identified or provide an alternative roster.
- (h) Any compliant rosters provided by the work group by the end of the nominated period will then be voted on by affected employees. The roster that receives the most votes will be implemented.
- (i) If the work group does not provide any alternative rosters that comply with the design parameters within either the 14 day timeframe or the 7 day extended period, the Employer may implement its proposed roster.
- (j) Once the new roster has been implemented, it will be trialled for a period of no longer than four months. The Employer will judge the effectiveness of the roster will be judged by reference to fatigue, safety incidents, leave effectiveness, overtime and general labour cost.
- (k) The work group will be afforded the opportunity to provide feedback on the matters referred to in subclause 6.2.4(j) in relation to the proposed roster prior to V/Line deciding whether it will be maintained beyond the trial period.

6.2.5. **Ordinary hours of work—day workers**

- (a) The spread of Ordinary Hours of work for day workers will be worked between the hours of:
 - (i) 6.00am and 7.00 pm Monday to Friday for Signals and Communications Employees; and

- (ii) 6.00am and 7.00 pm Monday to Friday for Track and Civil Employees in, for full-time Employees one of the following manners:
 - (A) Each day Monday to Friday with 7.2 hours per day plus an unpaid meal break;
 - (B) Four ten hour days inclusive of an unpaid meal break; or
 - (C) A day worker may be rostered to work up to 12 ordinary hours on a single shift.
- (b) Employees who are classified as day workers can work additional night shifts to their roster in accordance with the following procedure:
 - (i) The Employer will initially ask for volunteers to cover night shifts;
 - (ii) Where volunteers cannot be found, the Employer may give a minimum of one week's notice for an Employee to work five successive night shifts, from Saturday night through until Friday morning;
 - (iii) In those circumstances, a relevant Employee will receive a 25% shift loading for all time worked, except where a higher penalty would otherwise apply;
 - (iv) Any night shift starting on Sunday will be paid at double time until the shift concludes; and
 - (v) Where less than five successive night shifts are worked under this arrangement, the Employee will be paid at overtime rates for each night shift.

6.2.6. **Seasonal Heat Patrol**

Where the projected temperature is set to reach the WOLO between 1 November to 31 March, Track and Civil Employees ordinary hours may be rostered between 10.30am – 6.30pm in order to undertake heat patrols.

6.2.7. **Ordinary hours of work—shift workers**

- (a) Employees may be required to work shift rosters from time to time to meet operational and maintenance requirements.
 - (b) The ordinary hours of work will not exceed an average of 36 hours per week. Different methods of working shifts may apply to various groups or sections of Employees.
 - (c) Ordinary hours can be worked on any day of the week, Saturday and Sunday inclusive. Ordinary hours can be rostered on a maximum of 10 days each fortnight.
 - (d) The minimum shift of ordinary hours for full-time Employees will be 7.2 hours and the maximum daily shift of ordinary hours may be up to 12 hours.
 - (e) When overtime work is necessary, it must, whenever reasonably practicable, be so arranged that Employees have at least 10 consecutive hours off duty between the work of successive days.
- 6.2.8. Other than the changes for Seasonal Heat Patrol in accordance with clause 6.2.6 (which can occur on less than 48 hours' notice), where shift alterations are necessary, then 48 hours' notice of a change of hours within the same shift and 3 days' notice will be provided for a change in shift for other shift changes except by agreement or for unplanned absenteeism or other unforeseen circumstances.

6.2.9. Shift and Hours Definitions

For the purpose of this clause the following definitions apply:

- (a) **“Morning Shift”** means a shift of ordinary hours commencing between 0400hours and 0559 hours;
- (b) **“Afternoon shift”** means for Track Employees a shift of ordinary hours finishing after 6.30 pm and at or before midnight;
- (c) **“Afternoon shift”** means for Signals Employees any shift of ordinary hours finishing after 7.00 pm and at or before midnight; and
- (d) **“Night shift”** means a shift of ordinary hours finishing after midnight and at or before 800 am or commencing before 4 am

6.2.10. Payment for ordinary hours will be in accordance with the following table:

Shift type	Penalty rate
Morning shift	15%
Afternoon shift	15%
Night shift – rotating	25%
Night shift – permanent	30%
Saturday or Sunday	100%

- (a) Night shift – rotating is any night shift occurring during a roster cycle where the employee concerned is also working morning or afternoon shifts.
- (b) Night shift – permanent is any night shift occurring during a roster cycle where the employee concerned solely works night shift.
- (c) In respect of Signals and Communications Employees:
 - (i) any afternoon or night shift which does not continue for five successive nights or more shall be paid at the rate of time and a half for the first four hours and double time thereafter; and
 - (ii) for any early morning, afternoon or night shift work which has been in operation for five nights or more and for any afternoon or night shift worked outside workshops, 15% more than ordinary rates shall be paid.
- (d) Any shift that commences on Sunday shall be paid at double time for the duration of the shift.

Extra Rostered Days Off (EDO’s)

6.2.11. An Employee may agree to work a pattern of ordinary hours where an Extra Day Off (“EDO”) is accrued. Any such arrangement will require an employee to accrue time in lieu of being paid for rostered overtime at the rate of time for time. Any EDOs must be taken within four weeks of their accrual unless mutually agreed. If it is not used within this period, it will be paid to the Employee at the rate of single time.

6.2.12. Where an Employee accrues EDOs in accordance with clause 6.2.11, they will be entitled to be paid any penalty rate that would otherwise have applied to the hours

deducted in the pay cycle. For example, where an EDO accrual is deducted during a night shift, the employee will be paid the night shift penalty only for any accrued hours. This provision does not apply to overtime penalties.

Example: an employee works a week of rotating night shifts in which 4 hours are deducted towards an EDO accrual. The employee will be paid 25% of their base rate of pay only in respect of those four hours.

- 6.2.13. Any EDO credits accrued under the previous enterprise agreement must be taken within six months of the commencement of this Agreement. If they are not taken within this period of time, they will be cashed out to the Employee.

6.3. **OVERTIME**

6.3.1. **Track and Civil Employees (Schedule A - Table 3)**

- (a) Overtime shall be all time worked for Track and Civil Employees:
- (i) in excess of the rostered ordinary hours on any day or shift;
 - (ii) in excess of 72 ordinary hours where the ordinary hours of duty are rostered fortnightly; or
 - (iii) before the commencement of rostered ordinary hours on any day or shift.
- (b) Overtime shall be paid at the rate of double time, unless accrued towards an EDO.

6.3.2. **Signal and Communications Employees (Schedule A - Table 1 & 2)**

- (a) All time worked by Signals and Communications Employees outside of their ordinary weekly hours shall be paid for at the rate of double time.
- (b) Where work is performed during meal intervals, time and a half rates shall be paid until a meal interval is given except as provided in clause 6.3.2(g).
- (c) Subject to subclause (d), Employees will be provided with a 30-minute unpaid meal interval in each shift. This break will be rostered prior to the fifth hour of the shift unless this would disrupt the continuity of the work group's operations.
- (d) Where a meal interval cannot be provided, a paid 20 minute crib break shall be provided. The crib time must not unreasonably disrupt the Employer's operations.
- (e) Where an Employee works 1.5 hours or more of overtime after completing their rostered hours on any day, where possible a 20-minute crib break paid at ordinary rates will be provided prior to overtime commencing. This arrangement may be varied on each occasion by mutual agreement to meet present circumstances, however the Employee will not be entitled to more than 20 minutes of paid time. This subclause shall not relate to overtime work rendered necessary for the resumption of traffic interrupted by any general or partial breakdown.
- (f) Employees working overtime shall be allowed a crib time of twenty minutes without deduction of pay after each four hours of work, but this provision shall not prevent any arrangement being made for the taking of a longer meal interval without pay.
- (g) Employees employed as regular maintenance persons shall work during meal intervals at the ordinary rate herein prescribed whenever instructed to do so for the purpose of making good breakdowns of plant or upon the maintenance of

plant which can only be done while such plant is idle, or in connection with the maintenance of electric light or power. Provided that such work does not continue beyond five hours without a meal break.

- (h) Employees working overtime or a shift, for which they had not been regularly rostered, who finish work at a time when reasonable means of transport are not available, shall be provided with a conveyance or paid at their current rate for the time reasonably occupied in reaching home.
- (i) Time worked on Sunday, or time paid for travelling, waiting, standing by, walking or crib shall not be regarded as time worked for the purpose of calculating overtime.
- (j) Employees required to hold themselves in readiness to work after ordinary hours shall be paid ordinary rates from the time they are required to hold themselves in readiness until released provided they are not customarily required regularly to hold themselves in readiness for a call back.
- (k) Where an Employee reaches an agreement with the Employer to accrue EDOs beyond the four week limit in clause 6.2.11, any such accruals will be capped at a maximum of five days.

6.4. CALL OUTS AND GENERAL REST TIMES

- 6.4.1. Any Employee called out after finishing their normal working hours shall be paid for not less than four hours at overtime rates.
- 6.4.2. Any Employee called out to commence duty less than three hours before their usual starting time and who presents for work shall be paid at overtime rates from the time they are required to commence duty until the time they would ordinarily commence duty.
- 6.4.3. Any Employee called out for duty which commences three hours before their ordinary start time shall be treated the same as if they had been called out after working hours.
- 6.4.4. Employees called upon to work overtime, whether rostered or not, shall be entitled to a break of not less than eight consecutive hours between their normal ceasing and commencement times, provided the actual work performed involves not less than three consecutive hours.
- 6.4.5. Where Employees to whom clause 6.4.4 applies are called upon to resume work without having had eight consecutive hours off duty, they shall continue on double time rates until such time as they are released from duty to take such a break. Employees shall not be entitled to payment for such rest period except that there shall be no deduction of pay for any ordinary time of duty occurring during such rest period.

6.5. OVERTIME MEAL ALLOWANCE

- 6.5.1. Any Employee who is required to be on duty for a period of more than ten hours shall either be supplied with a meal by the Employer or be paid an 'Overtime Meal Allowance' as set out in Schedule A - Table 4 to this Agreement and if they work beyond a further two hours, a further Meal Allowance shall apply.
- 6.5.2. The need to supply a meal or make payment of a meal allowance under clause 6.5.1 shall not apply where the Employee has been advised of the requirement to work such additional hours before attending for duty or when such hours form part of the normal roster.

6.6. **EXTRA RATES NOT CUMULATIVE**

Extra rates in this Agreement are not cumulative so as to exceed the maximum of double time except for work performed on a Public Holiday.

PART 7 – GENERAL CONDITIONS/WORKPLACE INITIATIVES

7.1. TRAINING AND SKILLS DEVELOPMENT

- 7.1.1. The Employer commits to developing a highly skilled and flexible workforce, providing Employees with career opportunities through relevant and appropriate training to acquire additional skills and to enhance their skills in existing and new technologies where such training is to the benefit of the Employer.
- 7.1.2. Employees will be paid for attending approved training programs during standard working hours. Reasonable out of pocket expenses will be reimbursed on the production of a receipt/tax invoice.
- 7.1.3. Release of Employees to attend training is subject to operational requirements.
- 7.1.4. The Employer will utilise relevant standards in the development and delivery of training, including but not limited to AQF.
- 7.1.5. Career Development Reviews and Plans
The Employer 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.

7.2. INCOME PROTECTION INSURANCE

- 7.2.1. Income protection insurance is optional. Anyone who is covered by the scope of this Agreement is eligible to make contributions towards a nominated income protection fund.
- 7.2.2. Where an Employee elects to take out income protection insurance, they may choose for the Employer to facilitate access to that insurance through wage deductions.

7.3. TRAINING

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

7.4. TRANSFERS

- 7.4.1. Employees required by the Employer to permanently transfer from one location to another shall be paid actual reasonable out of pocket expenses; but in each case details of the expenses shall be submitted and all items must be supported by receipted vouchers.
- 7.4.2. Employees who are permanently transferred shall be reimbursed all reasonable relocation expenses for themselves, their spouses, their dependents and their furniture and effects.
- 7.4.3. Employees required by the Employer to permanently transfer shall be given, except in special cases of emergency or unforeseen occurrence, seven days' notice and allowed such time as is deemed necessary, with 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.
- 7.4.4. Employees shall not be permanently transferred for a period of less than three months. Employees who have been permanently transferred and who are again permanently transferred before the expiration of three months, shall be paid travelling and incidental

expenses as though they were only temporarily absent from their headquarters in the first instance except for Employees who are transferred at their own request, for disciplinary reasons and/or for incompetence before the expiration of the relevant three month period.

- 7.4.5. Any Employee who has been transferred as a requirement of the Employer and has been unable to procure housing accommodation at their new location shall be paid travelling and incidental expenses under clause 4.5 for a period of up to 7 days.
- 7.4.6. Employees who apply for voluntary transfer to another location may, at the Employer's discretion, be required to fund their own relocation/removal expenses should their application be successful.
- 7.4.7. Paid time for relocation will continue to apply.
- 7.4.8. Any disputes that arise through administration of this clause will be dealt with through the settlement of disputes provisions of this Agreement.
- 7.4.9. The provisions of this sub-clause will not apply in situations where Employees are required by the Employer to permanently transfer from one location to another. All existing Employee relocation/removal entitlements will continue to apply to Employees who fall into this category.

7.5. **ACCEPTANCE OF NEW PAYROLL SYSTEM**

- 7.5.1. The Parties covered by this Agreement accept that the Employer 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.

PART 8 – MPM AND CONTRACTOR RATIONALISATION

8.1. MAINTENANCE PROGRAMS AND PROJECTS (MPM) RELIEF GANG

- 8.1.1. During the life of this Agreement a relief gang comprising of at least 12 members will be established to provide support to the MPM gangs. Members of the relief gang will be initially engaged under clause 3.1.4 (Terms of Employment – fixed term clause). Where the Employee lives outside the suburban area, their place of residence will be treated as their home depot. In consultation with the affected members, during the depot slow period (1 November to 31 March), the Employer may require the relief gang to provide annual leave relief within the Track and Civil business unit.
- 8.1.2. Employees in the relief gang will be given preference on any suitable vacant position at their substantive classification level and the classifications within Appendix A.

8.2. RESTRUCTURE OF THE “TIE RENEWAL GANG” IN DEEP LEVEL MAINTENANCE

It has been agreed that during the life of this Agreement, the current tie renewal gang will be restructured to improve operating efficiencies resulting in a reduction of four positions from the overall Infrastructure staff establishment numbers.

SCHEDULE A – RATES TABLE

(Increase payable from the first pay period commencing on or after the dates shown in Clause 4.1)

Table 1 – Signal and Communications

GRADE	CURRENT HOURLY RATE	Commencement 2.00%	1/07/2021 2.00%	1/07/2022 2.00%	1/10/2022 2.00%
IMW 3.5	\$73.33	\$74.79	\$76.29	\$77.81	\$79.37
IMW 3.4	\$61.33	\$62.55	\$63.80	\$65.08	\$66.38
IMW 3.3	\$60.20	\$61.40	\$62.63	\$63.88	\$65.16
IMW 3.2	\$58.60	\$59.77	\$60.96	\$62.18	\$63.43
IMW 3.1	\$51.80	\$52.83	\$53.89	\$54.97	\$56.07
IMW 2.6	\$51.27	\$52.29	\$53.34	\$54.40	\$55.49
IMW 2.5	\$49.93	\$50.93	\$51.94	\$52.98	\$54.04
IMW 2.4	\$49.39	\$50.38	\$51.38	\$52.41	\$53.46
IMW 2.3	\$46.23	\$47.15	\$48.10	\$49.06	\$50.04

Table 2 – Signal and Communications Apprentices

GRADE	CURRENT HOURLY RATE	Commencement 2.00%	1/07/2021 2.00%	1/07/2022 2.00%	1/10/2022 2.00%
1st year	\$23.11	\$23.58	\$24.05	\$24.53	\$25.02
2nd year	\$30.05	\$30.65	\$31.26	\$31.89	\$32.53
3rd year	\$34.67	\$35.37	\$36.07	\$36.79	\$37.53
4th year	\$40.68	\$41.50	\$42.33	\$43.17	\$44.04

Table 3 – Track and Civil

GRADE	CURRENT HOURLY RATE	Commencement 2.00%	1/07/2021 2.00%	1/07/2022 2.00%	1/10/2022 2.00%
IMW 3.5	\$59.33	\$60.51	\$61.72	\$62.96	\$64.22
IMW 3.4	\$56.09	\$57.21	\$58.36	\$59.52	\$60.71
IMW 3.3	\$52.89	\$53.95	\$55.03	\$56.13	\$57.25
IMW 3.2	\$49.69	\$50.68	\$51.69	\$52.73	\$53.78
IMW 3.1	\$46.48	\$47.41	\$48.36	\$49.33	\$50.32
IMW 2.5	\$43.28	\$44.15	\$45.03	\$45.93	\$46.85
IMW 2.4	\$41.68	\$42.52	\$43.37	\$44.23	\$45.12
IMW 2.3	\$40.08	\$40.88	\$41.70	\$42.53	\$43.39
IMW 2.2	\$38.47	\$39.24	\$40.03	\$40.83	\$41.64
IMW 2.1	\$36.84	\$37.58	\$38.33	\$39.09	\$39.88
IMW 1.3	\$34.86	\$35.56	\$36.27	\$37.00	\$37.74
IMW 1.2	\$33.66	\$34.33	\$35.02	\$35.72	\$36.44
IMW 1.1	\$32.05	\$32.69	\$33.35	\$34.01	\$34.69

Table 4 – Allowances


ALLOWANCE	AMOUNT	FREQUENCY	Commencement 2.00%	1/07/2021 2.00%	1/07/2022 2.00%	1/10/2022 2.00%
'E' Licence	\$38.71	PER WEEK	\$39.48	\$40.27	\$41.08	\$41.90
First Aid Allowance	\$12.89	PER WEEK	\$13.14	\$13.41	\$13.67	\$13.95
Overtime Meal	\$14.31	PER MEAL	\$14.60	\$14.89	\$15.19	\$15.49
T&I Beds	\$111.27	PER BED	\$113.50	\$115.77	\$118.08	\$120.44
T&I Bkfst/Lunch/Supper	\$25.98	PER MEAL	\$26.50	\$27.03	\$27.57	\$28.12
T&I Dinner	\$37.39	PER MEAL	\$38.14	\$38.90	\$39.68	\$40.47

BARGAINING REPRESENTATIVES

Signed on behalf of V/Line Pty Ltd

Authorised Representative:

Signature:


GABY LIDDLE

Print Name

Position/Authority:

Acting Chief Executive Officer

Address:

Level 6, 452 Flinders Street, Melbourne VIC 3000

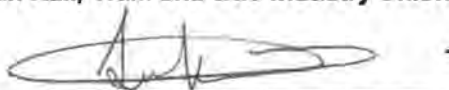
Date:

16 December 2020

Signed on behalf of the **Australian Rail, Tram and Bus Industry Union ("RTBU")**

Authorised Representative:

Signature:



Print Name:

Luba Grigorovitch

Position/Authority:

State Secretary

Address:

Level 2, 365 Queen Street, Melbourne VIC 3000

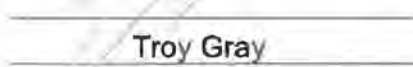
Date:

16/12/2020

Signed on behalf of **The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union (Electrical Division) ("ETU")**

Authorised Representative:

Signature:



Print Name:

Troy Gray

Position/ Authority:

State Secretary

Address:

Level 1, 200 Arden Street, North Melb VIC 3051

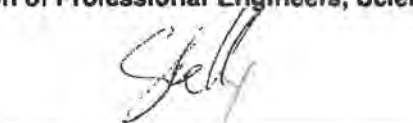
Date:

16 December 2020

Signed on behalf of **The Association of Professional Engineers, Scientists and Managers, Australia ("APESMA")**

Authorised Representative:

Signature:



Print Name:

SEAN KELLY

Position/Authority:

ACTING DIRECTOR VICTORIAN BRANCH

Address:

152 Miller St, West Melbourne 3003, Australia

Date:

16 DECEMBER 2020