



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

VLine Corporation
(AG2020/2479)

V/LINE RAIL OPERATIONS AND ADMINISTRATIVE EMPLOYEES AGREEMENT 2019

Rail industry

DEPUTY PRESIDENT MASSON

MELBOURNE, 3 SEPTEMBER 2020

Application for approval of the V/Line Rail Operations and Administrative Employees Agreement 2019.

[1] An application has been made for approval of an enterprise agreement known as the *V/Line Rail Operations and Administrative Employees 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 VLine Corporation. The Agreement is a single enterprise agreement.

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

[3] I note that Clauses 18.4, 3 and 39.5 are inconsistent with the National Employment Standards. However, given the National Employment Standards precedence clause at clause 6 of the agreement, I am satisfied that the more beneficial entitlements of the NES will prevail.

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

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 10 September 2020. The nominal expiry date of the Agreement is 30 June 2023.



DEPUTY PRESIDENT

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V/LINE RAIL OPERATIONS AND ADMINISTRATIVE EMPLOYEES AGREEMENT

2019

V/LINE RAIL OPERATIONS AND ADMINISTRATIVE EMPLOYEES AGREEMENT 2019

PART 1 – APPLICATION AND OPERATION

1 TITLE

This Agreement shall be known as the V/Line Rail Operations and Administrative Employees Agreement 2019 (“**Agreement**”).

2 COVERAGE

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3 DEFINITIONS

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

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

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

“Agreement” means this document, the V/Line Rail Operations and Administrative Employees Agreement 2019.

“All Purpose Rate” means the rate defined in Part 7 of this Agreement applicable to

Professional Locomotive Operating Grade Employees, as per the particular Employee's classification.

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

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

"Driver Only Shift" is any shift in which only one Locomotive Operating Employee is required to operate a train.

"Emergency work" means urgent work performed by an Employee in attending a fatality or other critical incident which by its nature is (or is likely to be) distressing and/or traumatic to that Employee.

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

"FWC" means the Fair Work Commission.

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

"Locomotive Operating Employee" or "Locomotive Driver" or "Driver" means an Employee who is employed in a classification covered by Part 7 of this Agreement.

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

"NES" means National Employment Standards under the Act.

"Off Roster" means a day where a Locomotive Operating Grade Employee is not rostered to work.

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

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

"Passenger Operations Employee" means an Employee who is employed in classifications of Yardmaster or Shunter whose classifications are set out in Table 5 of Schedule A of this Agreement.

"Rest Job" means any shift where a Locomotive Operating Employee or Conductor commences work at their Home Depot, but is required to spend the night away from their Home Depot (before returning to their Home Depot during their next shift).

"Salaried and Administrative Employees" means an Employee who is employed in classifications in Table 1 of Schedule A of this Agreement.

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

"Supplementary Labour" means any contractor engaged by V/Line to perform work that is the same work performed by the Employees.

"Unavoidable necessity" includes circumstances where compliance involves V/Line

incurring expenditure which is unreasonable.

4 COMMENCEMENT DATE AND PERIOD OF OPERATION

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

5 COVERAGE

- 5.1 This Agreement reflects all terms and conditions of employment applicable to V/Line Employees who are covered by this Agreement.
- 5.2 The Parties covered by this Agreement are:
 - (a) V/Line Corporation ("V/Line" or "the Employer");
 - (b) the Employees (as defined); and
 - (c) The Australian Rail, Tram and Bus Industry Union ("the RTBU" or "the Union"), subject to section 201(2) of the Act being met.
- 5.3 For the avoidance of doubt, this Agreement does not cover employees of V/Line:
 - (a) who are employed as senior executives engaged on Government Sector Executive Remuneration Panel (GSERP), Victorian Independent Remuneration Tribunal and/or Public Entity Executive Remuneration Policy contracts; or
 - (b) to whom the V/Line Infrastructure Enterprise Agreement 2015-2019 or any successor agreement applies; or
 - (c) who are not covered by a classification set out Schedule A of this Agreement.

6 STRUCTURE AND INTERPRETATION OF THIS AGREEMENT

- (a) The terms contained in Parts 6, 7 and 8 cover the classifications identified in the respective Application clauses within each of those Parts. Parts 6, 7 and 8 prevail to the extent of any inconsistency with terms contained in any other Part of this Agreement.
- (b) The terms contained in Parts 2, 3, 4 and 5 apply to all Employees covered by this Agreement except where specific clauses are expressed to exclude certain classifications.
- (c) This Agreement wholly incorporates the terms of the NES. Where there is any inconsistency between the NES and a term of this Agreement, the more beneficial term for Employees will apply.

7 LIMITATION ON APPLICATION – SENIOR OFFICERS

7.1 Application

This clause applies to Employees occupying positions classified at Senior Officer level, the salaries for which are set out in Table 1 of Schedule A of this Agreement. These same provisions will also apply to Employees called upon to act in any of these positions under the acting in higher arrangement.

7.2 Provisions applicable to Senior Officer Division 7 and below

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

Clause 51.2 – Saturday Penalty

Clause 51.3 – Sunday Penalty

Clause 62 – Overtime

Clause 66.2 – Monday to Friday Day Workers (Recall Work)

Clause 67 – Shift Duty Allowance and Penalties;

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

7.3 Provisions applicable to Senior Officer Division 8 and above

Parts 3, 4 and 5 together with clauses 51.1 and 64 – Time off in Lieu from Part 6, shall be the only provisions of this Agreement that apply to Employees occupying positions graded at Senior Officer 8 and above.

8 NO EXTRA CLAIMS

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

9 RENEGOTIATION OF AGREEMENT

- 9.1 The Parties will commence bargaining for a new enterprise agreement to replace this Agreement at least six months before the nominal expiry date of the Agreement, subject to approval from the appropriate State Government departments.), the Parties covered by the Agreement, will commence a review of the terms of this Agreement and undertake bargaining to replace this Agreement (this includes scheduling meetings as soon as possible).

PART 2 – COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

10 CONSULTATION

10.1 Consultation regarding Major Change

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

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

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

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

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

- (g) In this clause, Relevant Employees means those Employees who may be affected by the change referred to in clause 10.1(a)(i).

10.2 Consultation regarding change to regular roster or ordinary hours of work

- (a) This clause applies if the Employer proposes to introduce a change to the regular roster or ordinary hours of work of Employees.
- (b) In relation to Locomotive Operating Employees, the requirements of this clause 10.2 will operate together with those requirements outlined in Part 7 of the Agreement. In relation to other Employees, the requirements of this clause 10.2 will operate together with those requirements outlined in Parts 6 or Part 8 (whichever is applicable to the Relevant Employee/s).
- (c) The Relevant Employees may be represented, including by their Union, for the purposes of the consultation. The Employer must recognise any representative. A Relevant Employee may also choose not to be represented (in which case the provisions in respect of representatives in this clause do not apply).
- (d) Once the Employer has a proposal to introduce the change, the Employer must notify the Relevant Employees and their representative of the proposed change.
- (e) As soon as practicable after the Employer has a proposal to introduce change, the Employer must:
 - (i) Discuss with the Relevant Employees and their representative:
 - (A) the proposed change; and
 - (B) the effect the proposed change is likely to have on the Relevant Employees; and
 - (C) measures the Employer is taking to avert or mitigate any adverse effect of the proposed change on the Relevant Employees; and
 - (ii) For the purposes of discussions, provide in writing to the Relevant Employees and their representatives:
 - (A) all relevant information about the proposed change, including the nature of the change proposed; and

- (B) information about what will be the effects of the proposed change on the Relevant Employees; and
 - (C) information about any other matters that are likely to affect the Relevant Employees; and
- (iii) Invite the Relevant Employees to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities).
- (f) The parties will conduct the consultation in good faith and within reasonable timeframes, including that the Employer will provide reasonable time for the Relevant Employees and their representatives to respond to the proposed change. The Employer will give consideration to forming a working party where appropriate.
- (g) The Employer must give prompt and genuine consideration to matters raised about the proposed change by the Relevant Employees.
- (h) In this clause, **Relevant Employees** means the Employees who may be affected by a change referred to in subclause 10.2(a).

11 DISPUTE SETTLEMENT PROCEDURES

11.1 Resolution of disputes

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

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

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

11.2 Obligations

- (a) The parties to the dispute agree to genuinely and expeditiously attempt to resolve the dispute through the procedures set out in this clause.
- (b) Subject to 11.2(c) and 11.2(d), while the dispute is being dealt with pursuant to this clause, the *status quo* will remain in place and work will continue as normal, provided that this does not apply to an Employee(s) who has a reasonable concern about an imminent risk to his/her/their health or safety, has advised V/Line of this concern and has not unreasonably failed to comply with a direction by V/Line to perform other available work that is safe and appropriate for Employee(s) to perform. *Status quo* means the state of affairs as it existed prior to the matter that is the subject of the dispute. For example, if the dispute is about a change to work, the *status quo* represents the position before the change (**the Status Quo**).
- (c) Status Quo does not apply to disputes of the type dealt with by clause 11.1(c), unless the dispute is also of a type dealt with by either or both of clauses 11.1(a) and/or 11.1(b).
- (d) All parties commit their support to Government-related initiatives and will not use the dispute process to unduly delay the implementation of such initiatives. The Status Quo will not apply where there is a direct impact on service delivery or Government-

related initiatives, unless the dispute relates to a matter or matters arising under the Agreement, including the operation of the Agreement. For the avoidance of doubt the Status Quo shall apply in accordance with clause 11.2(b) when a dispute relates to a matter or matters arising under the Agreement or the NES.

11.3 Dispute Settlement Steps

(a) Step One

Subject to subclause 11.4, and unless it is inappropriate to do so, the dispute will first be discussed between the Employee (and/or their representative) and the Employee's immediate supervisor.

(b) Step Two

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

(c) Step Three

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

11.4 Disputes of a Collective Character

- (a) The Parties covered by this Agreement acknowledge that disputes of a collective character concerning one or more Employees can be dealt with expeditiously by an early reference to the FWC.
- (b) Disputes of a collective character are not required to be subject to Step One or Step Two in subclause 11.3.
- (c) Employees, or the RTBU or V/Line, may refer a dispute of a collective character to the FWC if there has been a genuine attempt to resolve the dispute at the workplace level prior to it being referred to the FWC.

11.5 Fair Work Commission

- (a) Once referred to the FWC, the FWC may resolve the dispute using any of its powers available under the Act including by mediation, conciliation, expressing an opinion, issuing a statement, making a recommendation or by arbitration (including by granting interim relief or making an interim order or decision). The power to arbitrate a dispute is subject to clause 11.5(e) below.
- (b) The FWC may give all such directions, orders, statements and/or recommendations and do such things necessary or expedient for the speedy and just resolution, hearing and determination of the dispute.
- (c) Where a member of the FWC has conducted conciliation in relation to a dispute, the member shall not exercise or take part in the exercise of arbitration powers in relation to the dispute if a party objects to the member doing so. Where such an objection is made, the dispute will be dealt with by another member of the FWC.
- (d) Conciliation before the FWC shall be regarded as completed when:
 - (i) the parties have reached agreement on the settlement of the dispute; or
 - (ii) the member of the FWC conducting the conciliation is satisfied that there is no reasonable likelihood that further conciliation will result in agreement by

the parties within a reasonable period on terms for settlement of the dispute;
or

- (iii) either party to the dispute have informed the FWC member that there is no reasonable likelihood of agreement on the settlement of the dispute and the member does not have substantial reason to regard the conciliation proceedings as not completed.
- (e) Other than by agreement of the parties, the FWC does not have the power to arbitrate:
 - (i) a dispute of the type dealt with by clause 11.1(c), unless:
 - (A) The dispute is also of the type dealt with by either clause 11.1(a) and/or 11.1(b); or
 - (B) The dispute relates to a major change which is likely to have a significant effect on Employees, as defined in clause 10 (Consultation).
 - (ii) a dispute relating to the decision to terminate an Employee's employment;
or
 - (iii) a dispute relating to a right to request flexible working hours.

For the avoidance of doubt, in such a situation, the FWC may exercise all of its other powers (including mediation, conciliation, expressing an opinion, issuing a statement, making a recommendation etc.) in relation to such disputes (other than a dispute relating to a decision to terminate an Employee's employment).
- (f) Any decision of the FWC, whether interim or final, shall be binding on the parties and the parties will abide by such decision, subject to any rights of appeal available to a party.

PART 3 - EMPLOYMENT RELATIONSHIP AND RELATED MATTERS

12 TERMS OF EMPLOYMENT

12.1 Condition of employment

All Employees are engaged on the following basis:

- (a) An Employee may be employed on a full-time, part-time or fixed term basis.
- (b) Employees may be required to commence or finish their shift at a worksite which is not their Home Depot when, in accordance with operational requirements, it is logical to do so.
- (c) In recognition of the need to promote efficiencies in the workplace and in accordance with these principles, Employees may, from time to time, be required to perform work that is outside the scope of their normal duties, including duties at a higher or lower grade, provided that the Employees are qualified and competent to perform the work.
- (d) Employees will be required to participate in relevant training and programs as determined by V/Line from time to time. Training may be provided both within and outside normal hours of work unless otherwise specified in this Agreement.

12.2 Full-Time Employees

A full-time Employee is employed to work an average of 38 hours per week or as specified in this Agreement on a full-time basis.

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

- (a) A part-time Employee is engaged to work a regular pattern of ordinary hours which shall average less than 38 hours per week over agreed periods.
- (b) Before commencing employment, V/Line and a part-time Employee must agree upon ("**the agreement**"):
 - (i) the average ordinary hours of work to be worked; and
 - (ii) the classification applying to the work to be performed.
- (c) The terms of the agreement may be varied by mutual consent.
- (d) The agreement and any permanent variations to it shall be in writing and retained by V/Line. A copy of the agreement and any permanent variation shall be provided by V/Line to the part time Employee concerned.
- (e) A part time employee may agree to work additional hours or shifts on an ad-hoc basis by way of verbal agreement or email exchange which will be recorded in a timesheet completed by the employee and retained by V/Line as an employee record.
- (f) Otherwise, the terms of this Agreement shall apply pro rata to part time Employees. on the basis that, for the purpose of this clause, ordinary weekly hours for full time Employees are 38 hours per week.
- (g) Overtime will not be payable to a part time Employee for any extension of rostered hours on a particular day or shift that is due to disruption to train services; or voluntary acceptance of additional hours or shifts, unless such additional hours or shifts would be payable at overtime rates for an equivalent full-time Employee.

- (h) All forms of paid leave for a part time Employee will accrue on a pro rata basis having regard to the average ordinary hours worked by the Employee.
- (i) V/Line may request part time employees to provide advice as to those days of the week and periods in those days where the employee is available to work additional hours when required by V/Line. The part time employee will consider and respond to any request to work additional hours at those available times but is not required to agree to work.

12.4 Fixed Term Employees

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

12.5 Job Share

- (a) V/Line may, based on operational requirements and individual Employee circumstances, provide job share opportunities upon request by an Employee.
- (b) Any job share arrangement must involve two or more Employees who are:
 - (i) permanently located at the same location; and
 - (ii) both capable of performing the shared classification.
- (c) Any reference in this Agreement to a part-time employee also includes reference to a job share employee.

12.6 Supplementary Labour

- (a) Supplementary Labour will be available to cover excessive workloads caused by increases in work, projects and occupations, special programs or where a particular skill is not available. The provisions of this clause will only apply to supplementary labour engaged in respect of functions ordinarily performed by V/Line employees.
- (b) Supplementary labour must be appropriately qualified to undertake the work required.
- (c) Supplementary Labour is to be used to provide coverage during altered working conditions and not to reduce V/Line employee numbers.
- (d) During the engagement of Supplementary Labour, no Employee of the same occupation who is willing and able to transfer to this work will be declared surplus. Where practical, the training of existing employees that are available to be transferred will be considered.
- (e) Training must be provided where the skill requirement is long term and the work is of sufficient volume to justify the training investment and retention of competence by the employee in the required skill. Supplementary labour may be engaged while training of this nature is being undertaken.
- (f) Consultation with employees and the RTBU must occur prior to the use of supplementary labour, except where consultation is not reasonably practicable due to emergency or other urgent circumstance.
- (g) For the avoidance of doubt, nothing in this clause affects V/Line's obligations pursuant to clause 13. In other words, the driving of trains and performing of other train movements must be undertaken by V/Line Professional Locomotive Operating Grade Employees.

- (h) Where the use of supplementary labour hire is proposed, V/Line must first offer overtime to its' employees. This requirement will not apply where:
 - (i) it would not be operationally viable to cover the work with overtime. The cost of labour shall not be a factor in establishing the operational viability of covering the work with overtime; or
 - (ii) generate risks to health and safety through fatigue.
- (i) Subclauses (f) and (h) will not operate to delay or generate additional costs in respect of project works undertaken by V/Line, including but not limited to rail occupations.

13 PERFORMANCE OF DRIVING AND OTHER TRAIN MOVEMENTS BY LOCOMOTIVE OPERATING EMPLOYEES ONLY

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

14 INDIVIDUAL FLEXIBILITY AGREEMENT

- 14.1 V/Line and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of this Agreement if:
 - (a) the individual flexibility agreement deals with one or more of the following matters:
 - (i) arrangements for when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances; and
 - (v) leave loading; and

- (b) the arrangement meets the genuine needs of V/Line and the Employee in relation to one or more of the matters mentioned in paragraph 14.1(a); and
 - (c) the arrangement is genuinely agreed to by V/Line and the Employee.
- 14.2 An Employee may nominate a representative to assist in negotiations for an individual arrangement.
- 14.3 V/Line will ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the Act;
 - (b) are not unlawful terms under section 194 of the Act;
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made; and
 - (d) does not have an adverse effect on the wages and conditions and working arrangements of any other Employee covered by this Agreement.
- 14.4 Terms of the individual flexibility arrangement will:
 - (a) be in writing; and
 - (b) include the name of V/line and the Employee; and
 - (c) be signed by V/Line and the Employee and, if the Employee is under 18 years of age signed by a parent or guardian of the Employee; and
 - (d) include details of the terms of the Agreement that will be varied by the arrangement including:
 - (i) how the arrangement will vary the effect of the terms; and
 - (ii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the individual flexibility arrangement; and
 - (e) state the day on which the individual flexibility arrangement commences.
- 14.5 V/Line must give the Employee a copy of the individual flexibility arrangement within fourteen days after it is agreed to.
- 14.6 V/Line or the Employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than twenty-eight days written notice to the other party to the individual flexibility arrangement; or
 - (b) if V/Line and the Employee agree in writing – at any time.

15 FLEXIBLE WORK ARRANGEMENTS

- 15.1 An employee may request a change in working arrangements relating to the following circumstances:
- 15.2 is the parent of, or has responsibility for, the care of a child who is of school age or under; or
 - (a) is a carer within the meaning of the *Carer Recognition Act 2010*; or
 - (b) has a disability; or
 - (c) is 55 years of age or older; or
 - (d) is personally experiencing family or domestic violence; or

- (e) is providing personal care, support and assistance to a member of their immediate family or member of their household because they are experiencing family or domestic violence.

15.3 A reasonable request may include any of the following:

- (a) changes to the span of hours, pattern of hours or shift patterns;
- (b) relocation to suitable employment within V/line;
- (c) other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

15.4 An employee must have completed at least 12 months of continuous service with the employer in order to be entitled to make a request under this clause.

15.5 Such request must be made by the employee, and assessed by the employer, in accordance with the provisions of Section 65 of the Act.

16 COUNSELLING & DISCIPLINARY

16.1 Procedure

This procedure is to be used to cover matters of Employee performance, Employee conduct, specific incidents or when a complaint is raised with V/Line. All obligations pursuant to clause 16 will be imposed on any third party that is engaged by V/Line to assist or contribute in any aspect of the procedure herein.

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

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

16.2 Notification

- (a) The Employee will not be required to respond to the matters in the notification until the meeting with V/Line, but may choose to respond in writing prior to the time of the

meeting.

- (b) Unless the Employee requests an earlier meeting, there will be at least three business days between receipt of V/Line's notification and any scheduled formal meeting. The Employee may arrange for a support person/representative to attend the meeting if available. Should the Employee request an earlier meeting time it may not be possible to arrange a support person/representative to attend, and it is at the Employees discretion to participate in the meeting under these circumstances.
- (c) In the event an Employee's representative is unavailable V/Line will agree to defer the meeting for up to five business days, or greater period if both parties agree (at the absolute discretion of each party). In the event that the Employee is unable to attend due to illness V/Line will agree to defer the meeting provided that a medical certificate which establishes inability to attend is provided. Where deferral has been for two weeks or more V/Line may require a medical examination of the Employee organised and paid for by V/Line.

16.3 Suspension or Transfer to Alternate Role

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

16.4 Investigation

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

16.5 Meeting

- (a) The Employee must attend all meetings as reasonably directed and cooperate about the matter. The Employee must not hinder V/Line's ability to conclude the matter effectively.
- (b) The issues and information that are relevant to the matter will be put to the Employee

and the Employee will be given sufficient time and a reasonable opportunity to meaningfully respond and ask relevant questions. The Employee will be provided with natural justice in respect of their opportunity to respond to any allegations. The Employee will be provided with sufficient detail of the allegations against them to enable them to be able to respond. The Employee will be provided with all relevant evidence collected by V/Line or the investigator at or before the meeting.

- (c) Where evidence relevant to the accusations is later collected by V/Line or the investigator the employee will be provided with that evidence and advised of any preliminary conclusions drawn from that evidence.
- (d) V/Line is required to advise the Employee of the identity of the accuser and any witnesses except where it is alleged that the employee has been involved in sexual harassment, discrimination, or physical violence. V/Line may, at a witness' request, also de-identify material to be provided to the Employee where any of the foregoing exceptions apply.
- (e) Where any of the exceptions in subclause (d) apply, V/Line will be required to identify witnesses that are members of management.
- (f) The Employee may have a support person/representative present at all meetings that relate to the matter. It is the Employee's responsibility to make any necessary arrangements for the attendance of the support person/representative.
- (g) The investigation should not be unreasonably delayed by the unavailability of a support person/representative.
- (h) A support person/representative may advocate for the Employee but any person who disrupts a meeting will be required to leave the meeting and the meeting will proceed without them.
- (i) If necessary further investigations may be conducted and there may be more than one meeting with the Employee.

16.6 Disciplinary Action

- (a) In relation to each allegation of unacceptable behaviour, misconduct or serious misconduct, the investigator will make findings as to whether the allegation is substantiated or not substantiated.
- (b) Where the investigator makes findings that an allegation is not substantiated, the process will conclude in relation to any such allegation and the Employee(s) will be informed accordingly.
- (c) Where allegations of unacceptable behaviour, misconduct or serious misconduct are substantiated, as soon as possible after the investigator has made such a finding, V/Line will
 - (i) Provide the Employee(s) with the findings of the investigator and the proposed discipline outcome; and
 - (ii) Provide the Employee(s) with three business days to make submissions (in person or in writing) as to the appropriateness of the recommended discipline outcome.
- (d) V/Line will consider the findings and recommended outcome and any response of the Employee(s) and determine the disciplinary outcome that is to apply to the Employee.
- (e) V/Line will give consideration to the particular circumstances in determining the

appropriate disciplinary action and ensure that any disciplinary action is fair, reasonable, proportionate to the matter in question and that the managers conduct will be consistent with the procedure.

16.7 Counselling or Additional Training

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

16.8 Warning

- (a) V/Line may give the Employee a written warning (including a written warning, or a Final written warning depending on the seriousness of the matter) that any repetition of behaviour or performance which is unacceptable, or which constitutes misconduct, may lead to further disciplinary action, further warning or termination of employment.
- (b) A final written warning will be removed or downgraded if there has been no further disciplinary action taken against the employee for two years.

16.9 Termination

- (a) V/Line may terminate the Employee's employment if:
 - (i) the Employee has already received a prior warning or warnings in relation to unacceptable performance, behaviour or conduct; or
 - (ii) the Employee's performance, behaviour or misconduct is serious.
- (b) In circumstances where V/Line is considering terminating an Employee's employment, it will provide the Employee with three business days to make submission as to the appropriateness of termination.
- (c) The employee will be provided with all relevant evidence obtained during an investigation and not already provided upon which findings have been made.

16.10 Disputes arising under this clause

- (a) Other than in respect to a decision to dismiss an Employee, a dispute under clause 11 may be initiated about the operation of this clause 15, however the status quo will only apply where the dispute is about an alleged breach of the processes set out in this clause.
- (b) The status quo will not apply where the process set out in clause 16 is being adhered to.

17 STAND DOWN

- 17.1 V/Line may deduct payment for any time during which Employees cannot be usefully employed in the classes or grades of work in which those Employees are usually employed, because of any industrial action (other than industrial action organised or engaged in by V/Line), or any other cause whatsoever for which the Employer cannot justly be held responsible, subject to the following conditions.
- 17.2 When V/Line proposes to exercise the right conferred by this clause, it shall notify Employees affected.
- 17.3 Employees who are stood-down will have their continuity of service maintained.
- 17.4 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.
- 17.5 Employees whose employment is terminated under clause 17.4 shall for all purposes, other than payment in lieu of notice, be treated as if their employment had been

terminated by V/Line without default of the Employee.

- 17.6 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, V/Line may request a statutory declaration setting out details of such other employment.
- 17.7 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.
- 17.8 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 V/Line may request a statutory declaration.

18 TERMINATION OF EMPLOYMENT

18.1 Termination by the employer

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

Period of Continuous Service at the end of 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 and who have completed 2 or more years continuous service the notice period will be increased by a week

18.2 Payment in lieu

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

18.3 Termination by the Employee

- (a) Unless otherwise agreed between the Employee and V/Line, the notice of termination by the Employee to V/Line will be the same as shown in the table in 18.1, except that the additional week for Employees over 45 does not apply.
- (b) If an Employee fails to give the required notice, V/Line may withhold from any monies due under this Agreement to the Employee on termination, an amount equivalent to what the Employee would have been paid under this Agreement in respect of the required notice, less any period of notice actually given by the Employee.

18.4 Notice Period does not apply

The notice period and payment in lieu of notice in this clause does not apply to:

- (a) Employees whose employment is terminated due to serious misconduct or other grounds justifying instant dismissal; and
- (b) An Employee engaged for a specific period or task including apprentices.

19 REDUNDANCY

- 19.1 Where V/Line has made a decision that it no longer requires the job an Employee has been doing to be done by anyone and this is not due to ordinary and customary turnover of labour, and that decision may lead to termination of employment, V/Line will hold discussions with the affected Employee and, where elected by the Employee, their representative(s), to explore opportunities to redeploy the Employee to another position if a suitable vacancy exists.
- 19.2 The discussions shall take place as soon as is practicable after V/Line has made a definite decision and shall cover the effects of the changes, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the Employee(s) concerned.
- 19.3 For the purposes of the discussion V/Line shall, as soon as practicable after making a decision but before any terminations, provide in writing to the Employee(s) concerned and, where elected by an Employee, the Employee's nominated representative, all relevant information about the proposed terminations, including opportunities for redeployment into another position.
- 19.4 Where an employee is not redeployed, V/Line may terminate the employee's employment on the grounds of redundancy.
- 19.5 Any redundancy policy (howsoever expressed) of the Victorian Government will apply as amended from time to time to employees covered by this Agreement.

20 SECURITY REQUIREMENTS

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

21 DRUG AND ALCOHOL SCREENING

- 21.1 Employees are required to attend work fit for duty and with a zero alcohol blood content and free from drugs. V/Line has a process for "self identification" (as explained in SAPR-4)
- 21.2 Employees may be subject to Alcohol & Drug testing on the following basis –
 - (a) "For cause" Alcohol & Drug Testing where a Manager or Supervisor has reasonable grounds to suspect a breach.
 - (b) "Post Incident" Alcohol & Drug Testing to determine if alcohol or other drugs were a contributing factor or root cause.
 - (c) Random Alcohol & Drug Testing.
- 21.3 **Random Alcohol and Drug Testing** will be conducted as following:

- (a) Candidates will be decided either through the random selection of location and time or a draw process.
 - (b) Employees will be tested during their shift without loss of entitlements, including meal breaks.
 - (c) Employees will remain available to undertake normal duties for the remainder of their shift on that day.
 - (d) The procedure for random alcohol and drug testing will be by non-invasive tests (i.e. not urine or hair sampling testing) being conducted on site, except where an Employee returns a non-negative result.
 - (e) Drug testing shall be undertaken by the collection and analysis of an onsite saliva screening device (non-invasive) or (in NSW only), by urine sample and laboratory confirmation test.
 - (f) Refusal to submit to a test on request may result in disciplinary action.
- 21.4 The provisions of this clause do not operate to affect or alter any obligations arising under NSW rail accreditation requirements to the extent those requirements impose conditions on V/Line or Employees.

21.5 Self Identification

- (a) V/Line encourages any Employee who may be experiencing alcohol or other drug-related issues to raise the matter through self-identification with the appropriate manager on a confidential basis.
- (b) V/Line will support any Employee who self-identifies 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 process is underway.

22 UNION DELEGATES AND WOMEN'S ADVOCATES

- 22.1 V/Line recognises Union Delegates. A Union Delegate is an Employee of V/Line who is elected under the rules or processes of the union and where V/Line has been notified by the union in writing of such appointment.
- 22.2 V/Line recognises Union Women's Advocates. A Union Women's Advocate is an Employee of V/Line who is elected under the rules or processes of the union and where V/Line has been notified by the union in writing of such appointment.
- 22.3 V/Line acknowledges that Union Delegates and Women's Advocates represent numerous members (who are V/Line Employees) in the workplace and that their representation rights in relation to matters that pertain to the employment relationship are integral to the application of the Agreement.
- 22.4 Subject to this clause, each RTBU delegate and Women's Advocate shall be eligible for up to five days paid Training Leave each calendar year, to attend courses conducted by the RTBU or a training provider nominated by the RTBU, that are designed to provide skills and competencies that will assist the delegate or Women's Advocate perform their functions.
- 22.5 Training Leave:
- (i) does not accrue from year to year

- (ii) will be granted subject to the requirements at clause 22.66 being met, and subject to V/Line being able to make adequate staffing arrangements amongst current Employees during the period of that leave.
- 22.6 The RTBU application to V/Line for Training Leave must:
 - (i) be provided at least fourteen days prior to the proposed training;
 - (ii) be in writing;
 - (iii) identify the Union Delegate(s) and Women's Advocate whom the RTBU proposes to take the leave; and
 - (iv) include the nature, content and duration of the course to be attended.
- 22.7 V/Line may make reasonable requests for documentation from the union confirming an Employee's attendance.
- 22.8 Leave will be paid at the base rate of pay for the ordinary hours of work that the Employee was rostered to work during the leave. V/Line will not be liable for any additional costs (other than payment of wages) to the Union Delegate or Women's Advocate while on Training Leave.

23 GENDERED VIOLENCE AND SEXUAL HARASSMENT

23.1 Gendered violence and sexual harassment

- (a) Gendered violence is any behaviour, action, system or structure that causes physical, sexual, psychological or economic harm to a worker because of their sex, gender, sexual orientation or because they do not adhere to dominant gender stereotypes or socially prescribed gender roles and includes:
 - (i) Violence experienced by women because they are women;
 - (ii) Violence experienced by a person because they identify as LGBTQIA+; or
 - (iii) Violence experienced by a person because they don't conform to socially prescribed gender roles or dominant definitions of masculinity or femininity.
- (b) V/Line is committed to:
 - (i) Eliminating gender inequalities that exist in the workplace;
 - (ii) Eradicating sexism and misogyny;
 - (iii) Eradicating homophobia and transphobia; and
 - (iv) Promoting the benefits of gender equality and workplaces that are inclusive of workers from a range of backgrounds, experiences and identities.
- 23.2 V/Line will, within 12 months of this Agreement being approved by the FWC, develop a list of initiatives to address the commitments identified in subclause (b) in consultation with employees and their representatives which will include:
 - (a) development of a training and education program;
 - (b) identification and implementation of local non-managerial contact points for complaints;
 - (c) identification of priorities; and
 - (d) development and implementation of strategies to meet the commitments.
- 23.3 V/Line will consult with employees and their representatives regarding the proposed list of initiatives.

- 23.4 Sexual harassment is a form of gendered violence and is defined as any unwelcome conduct of a sexual nature which makes a person feel offended, humiliated or intimidated. It includes situations where a person is asked to engage in sexual activity as a condition of that person's employment, as well as situations which create an environment which is hostile, intimidating or humiliating for the recipient.
- 23.5 Where a complaint regarding sexual harassment is made, V/Line will attempt to investigate and resolve the matter as soon as possible subject to the relevant provisions of this Agreement.
- 23.6 All parties to a complaint shall be entitled to representation at all stages of the investigation.

24 WORKPLACE DIVERSITY

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

PART 4 - RATES OF PAY AND RELATED MATTERS

25 RATES OF PAY

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

25.2 Rate Increases

- (a) The rates of pay set out in Schedule A of this Agreement reflect the increases set out in the following table, which is in recognition of the joint commitment to identify, evaluate and implement business and organisational improvements set out in this Agreement.
- (b) A \$2,000 Modernised Operations payment will be paid to Employees who were employed by V/Line as at 15 June 2020 (the in-principle agreement date), in first full pay period after this Agreement has been approved by the FWC. Part-time employees will be paid an amount equivalent to the full-time Modernised Operations payment, multiplied by the sum of their agreed part-time hours divided by 38 (ie. (part-time hours / 38) x \$2000).
- (c) The increases in rates of pay and referred to in 25.2(a) above equate to 8%, as per the following table:

Effective from first full pay period to commence on or after:	Increase
1 July 2020	4.0%
1 July 2021	2.0%
1 July 2022	2.0%

- (d) Flat dollar allowances provided for in Parts 6, 7 and 8 of this Agreement will be increased in line with increases provided for in clause 25.2(c), except where otherwise specified.

26 PAYMENT OF WAGES

- 26.1 In this clause, 'administrative error' means where there has been a shortfall in wages paid to an employee due to an error made by V/Line in processing their wage payment. It does not include any issues arising from differences of interpretation regarding this Agreement or where the Payroll function (or any future iteration thereof) has insufficient or inaccurate information to process payments in full.
- 26.2 Employees will be paid fortnightly by electronic funds transfer to the Employees nominated back account.
- 26.3 Where there is a shortfall in wages paid to an employee due to an administrative error, V/Line will process an out of course payment to rectify that shortfall within 72 hours by way of out of course payment.
- 26.4 The 72 hour period will temporarily cease in the following circumstances:
- (a) Where V/Line disputes the existence of an administrative error on reasonable grounds until such time as the dispute has been satisfactorily resolved; and
 - (b) Between 5.00pm on Friday and 9.00am on Monday of each week.

- 26.5 Where an out of course payment in connection with an administrative error is not made within the 72 hour period, the employee will receive an additional allowance of \$100 paid in the next pay cycle. This allowance will apply in each pay cycle until the shortfall has been rectified.

27 RECOUPMENT OF OVERPAID SALARY/WAGES

- 27.1 V/Line may request authority to deduct overpayments or other monies owing from an Employee's termination payment. If the monies owing exceed the amount of termination payment, the Employee will pay the balance owing to V/Line on or before the date of termination.
- 27.2 Where an overpayment has occurred, Employees have an obligation to repay such monies. Where sums of money are overpaid which may cause hardship for the Employee, V/Line will negotiate with the Employee to arrange a payment plan which eases the hardship.
- 27.3 If no agreement is reached on the terms of repayment, the Employee shall pay one tenth (1/10) of their salary or wages per fortnight. The Employee may agree to have these amounts deducted from their wages.
- 27.4 An affected Employee may apply to the relevant Executive General Manager for the weekly amount of the repayments to be reduced.
- 27.5 That decision may be further appealed in writing to the CEO.
- 27.6 V/Line must consider any proposal made by the Employee with respect to the repayment of the overpayment before making any deduction.

28 SUPERANNUATION

- 28.1 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.
- 28.2 For Locomotive Operating Employees who are members of the Victorian State Funds (i.e. the revised, New and Transport Schemes), the All Purpose Rate of pay will be applied as Ordinary Time Earnings.
- 28.3 For Employees who are not a member of a defined benefit scheme, V/Line will make contributions to the Superannuation Trust of Australia, Vic Super, compliant Self Managed Superannuation Funds or other compliant Funds nominated by Employees and approved by V/Line on behalf of all other Employees regardless of age at the rate stipulated under the applicable Superannuation Guarantee legislation.
- 28.4 Monies allocated under salary sacrifice arrangements that are available or become available under the provisions of clauses:
- (a) clause 29 - Salary Packaging for Superannuation; or
 - (b) clause 53 – Extra Day Off
- can only be paid into one of the schemes referred to in clause 28.3.

29 SALARY PACKAGING FOR SUPERANNUATION

- 29.1 Approval from the Office of the Minister for Finance (Victoria) to proceed with arrangements that allow V/Line Employees to salary sacrifice earnings into Revised, New and State Employment Relations Board and/ or Transport Schemes (whichever

applies) will continue to operate subject to the following conditions:

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

30 ACCIDENT MAKE UP PAY

- 30.1 An Employee, who is in receipt of workers' compensation payments, may also receive payment from V/Line of an amount equal to the difference between the weekly workers compensation payment and the Employee's Ordinary Rate of Pay for a maximum period of fifty-two weeks.
- 30.2 An Employee on engagement shall be required to declare all workers compensation claims made by them that may be affected by their employment with V/Line and in the event of false or inaccurate information being deliberately and knowingly declared V/Line may require the Employee to forfeit their entitlement to accident pay.
- 30.3 Accident make up pay shall not be paid during any period in which the Employee is taking another period of paid absence.
- 30.4 Where an employee's programmed extra day off falls in a period when they are receiving workers compensation, they are not entitled to an alternative programmed leisure day/extra day off at a later stage.
- 30.5 An Employee off duty and in receipt of accident make up 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.
- 30.6 Where an Employee has submitted a claim for workers compensation and there has been a delay in submitting the required documentation to make weekly payments (e.g. medical certificates and/or claim forms), they may be entitled to take paid personal/carer's leave (provided that the Employee has accrued personal/carer's leave available pending determination of the claim. On acceptance of a claim, any personal/carer's leave used under this clause for the claim will be re-credited. In the event the Employee has not accrued enough personal/carer's leave, other leave may be used, subject to the usual approval process.

31 MODERNISED OPERATIONS ALLOWANCE

31.1 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) Increased operational efficiencies arising from changes to the predecessor agreement;
- (b) The rapid growth of V/Line's rail operations, requiring V/Line to run more train services with its existing workforce; 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
1 July 2020	1.5%
1 July 2021	+ 0.75%
1 July 2022	+ 0.75%

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

31.2 For Locomotive Operating Employees, the hourly base rate of pay for the modernised operations allowance is the All Purpose Rate.

31.3 For Passenger Operations Employees, the hourly base rate of pay for the modernised operations allowance is the Aggregate Rate.

32 FIRST AID ALLOWANCE

Employees appointed by V/Line to be responsible for the performance of first aid duty shall be paid a weekly allowance as specified in Table 7 of Schedule A of this Agreement provided that such Employees shall be required to pass the relevant first aid examination when required. The allowance will be capped at a maximum of 38 hours per week.

33 MOTOR VEHICLE

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

34 DRIVING A COMPANY VEHICLE

34.1 Employees holding a current car driving licence may be required to drive V/Line company vehicles as per rotation. Should the Employee not hold a current licence, other arrangements will be made. When an Employee is required to drive company vehicles for purposes in connection with their work or transfer arrangements, this time to be paid at the applicable hourly rate for the time allowances as specified in this clause.

34.2 Company vehicles will not be driven by Locomotive Operating Employees or Conductors who have an excess of eight hours on duty since their sign on time except by agreement.

34.3 Employees shall be allowed time for travelling per motor vehicle equivalent to the point-to-point route time determined by Google Maps or similar route planning

software, plus ten minutes.

- 34.4 If Employees are delayed due to traffic or other conditions, the actual time involved in travelling must be indicated on their timesheet.

35 RELIEVING IN HIGHER POSITIONS ALLOWANCES

- 35.1 Employees engaged for more than two hours during a shift on duties carrying a higher rate than their ordinary classification shall be paid the higher rate for that entire shift. If engaged for two hours or less on higher duties during a shift they shall be paid the higher rate for all time so worked.
- 35.2 The Employer shall reclassify any Employee to a personal classification at the level of the higher position in which an Employee has acted in for any period or periods which amount to six or more months in any continuous twelve month period, provided that the higher classification is a vacant position.

36 TRAVEL PASS ENTITLEMENTS

- 36.1 Travel pass entitlements will be as follows:

(a) Eligibility

An Employees Free Travel Authority ("EFTA") and touch-card will be issued to full time, part time and job share Employees while employed with V/Line.

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 or will be absent for greater than 4 weeks leave without pay must surrender their EFTA and touch-card prior to departure for such leave or as soon as practicable. The only exceptions are for periods of authorised personal/carer's leave covered by a medical certificate.

(c) Return of EFTA

An Employee must surrender their EFTA and touch-card on their final day of employment with V/Line.

(d) Travel Availability

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

- (i) Melbourne Metropolitan trams, trains and buses (both Government and privately owned)
- (ii) V/Line services including V/Line rail replacement coach services
- (e) **EFTA does not permit travel on the following services;**
 - (i) Interstate trains beyond Albury or Wodonga
 - (ii) Chartered trains, trams and buses
 - (iii) Tourist railways and trams
 - (iv) Privately operated train (i.e. GSR, NSW TrainLink)
 - (v) Privately operated country and provincial city route buses unless designated a V/Line service; and

- (vi) other services as determined by Public Transport Victoria.

(f) Reservations

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

36.2 Intrastate and Interstate Leave Passes

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

36.3 Retired Employee Travel Pass (R.E.T.A)

(a) Application

This clause provides for the issue of the R.E.T.A to certain Employees of V/Line in certain circumstances and applies to Employees who retire (including due to ill health) or are made redundant.

(b) Entitlement on retirement

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

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

are entitled to R.E.T.A. benefits in accordance with Clause 36.3(c) below.

(c) On or before the termination of the employment of an Employee described in clause 36.3(b) V/Line will issue to that Employee:

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

(d) Entitlement on redundancy

Employees who during the operation of this Agreement:

- (i) have their employment with V/Line terminated by reason of redundancy;
- (ii) are entitled to a severance payment; and

- (iii) at the time of the termination of their employment had at least 20 years of service with V/Line Pty Ltd or a predecessor organization (including service with the Public Transport Corporation before 29 August 1999); and
 - (iv) have reached the minimum retirement age;
 - (v) will and prior to their termination, be issued with a principal R.E.T.A. for use by the Employee after the termination of their employment together with additional subsidiary R.E.T.A.'s for use by their spouse and each of their eligible dependants.
- (e) **Benefits on death of an Employee**
- In circumstances where an Employee was entitled to R.E.T.A. benefits in accordance with this clause 36.3 at the time of their death, V/Line will issue the Employee's benefits in respect of R.E.T.A. passes that may be utilised by the Employee's spouse and/or eligible dependants directly to the spouse and/or eligible dependants.
- (f) **Ineligibility**
- (i) Employees who commenced employment with V/Line or a predecessor organization after 28 August 1999 are ineligible for a retirement pass even if they achieve 20 years' service.
 - (ii) Employees who cease employment via dismissal or termination (disciplinary action) will not be eligible to receive a R.E.T.A.
- (g) **R.E.T.A.**
- The R.E.T.A. is a travel pass which authorises the holder to concession travel without charge on certain public transport services. The R.E.T.A. can only be issued to the eligible spouse and dependent children at or after the Employee turns 55 years of age (the Nominal Retirement age) and subject to the Employee retiring. The conditions contained in clause 36.3(b) must be met for the issue of an R.E.T.A. The terms of all R.E.T.A.s are subject to terms and conditions imposed by V/Line from time to time;
- Without limiting clause 36.3(e) the terms of a R.E.T.A. issued to an Employee who on 29 August 1999 had less than 20 years of service with the Public Transport Corporation will not provide for intersystem travel concessions;

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

37 ANNUAL LEAVE

- 37.1 Employees will be entitled to annual leave in accordance with the NES. The provisions of this clause are supplementary to that entitlement.
- 37.2 Shift Workers as defined in clause 3 shall be entitled to five weeks paid annual leave for each year of service.
- 37.3 Employees shall be entitled to take annual leave by agreement with V/Line.
- 37.4 The following periods do not count as service for annual leave accrual purposes:
- (a) any period of unauthorised absence;
 - (b) any period of unpaid leave or unpaid authorised absence other than;
 - (i) a period of absence on Community Service Leave taken under the provisions of clause 455; or
 - (ii) a period of stand down under the provisions of clause 177; or
 - (iii) a period of leave or absence of a kind as prescribed by the Fair Work Regulations 2009; and
 - (iv) as provided for in clause 37.5; or
 - (c) as otherwise provided by the *Fair Work Regulations 2009*.
- 37.5 For these purposes, in any calendar year, service shall not be deemed to be broken by any of the following:
- (a) Absence on worker's compensation up to a maximum period of 52 weeks.
 - (b) Absence on paid leave.
 - (c) Authorised leave without pay up to 12 continuous weeks, provided that for any authorised leave without pay exceeding 12 continuous weeks the annual leave entitlement shall be reduced as follows:
 - (i) More than 12 weeks but less than 24 weeks – one quarter.
 - (ii) 24 weeks but less than 36 weeks – one half.
 - (iii) 36 weeks but less than 48 weeks – three quarters
 - (iv) 48 weeks or more – all leave due.
- 37.6 An Employee's entitlement to paid annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.
- 37.7 At locations where Annual Leave is rostered, the leave roster including the frequency and duration of leave will be agreed at a local level by the Employees on that roster. The roster should ensure Employees are able to take a block of Annual Leave at least once per year. If unable to be agreed locally the leave roster will default to the current pattern as at the commencement of the agreement.
- 37.8 Where an Employee has accrued in excess of eight weeks annual leave or ten weeks for a Shift Worker, and V/Line and the Employee are unable to reach agreement on the taking of the leave, V/Line may direct the Employee to take up to 25% of the

accrued leave at the time any such direction is given.

- 37.9 Where a direction to take a period of leave in accordance with clause 37.1 above is given, Employees shall be provided, with one month's notice of the date on which annual leave is to commence.
- 37.10 Employees may elect, with the prior written consent of V/Line, to take annual leave in single day periods, not exceeding five days in any calendar year, at a time or times agreed between them.
- 37.11 Prior to commencing annual leave, Employees shall be paid for such period of annual leave at their relevant rate of pay which shall include the following payments in respect of continuous periods of acting-in-higher grades during the 52 week period immediately prior to the leave being cleared.
- (i) Staff on 38 hour per week/nineteen day cycle or block book off systems:

From 497 to 992 hours acting in higher	25% at higher rate
From 993 to 1488 hours acting in higher	50% at higher rate
From 1489 to 1836 hours acting in higher	75% at higher rate
From 1837 to 1984 hours acting in higher	100% at higher rate
 - (ii) Staff working 10 shifts each fortnight:

From 65 to 129 shifts acting in higher	25% at higher rate.
From 130 to 194 shifts acting in higher	50% at higher rate
From 195 to 241 shifts acting in higher	75% at higher rate
From 242 to 260 shifts acting in higher	100% at higher rate
- 37.12 Where an Employee acts in more than one higher grade or class and the accumulated time of the highest classification does not allow for any entitlement at that classification, the time so acted is to be added to the next highest and so on.
- 37.13 **Annual Leave Loading**
- (a) In addition to payment for annual leave, the following annual leave loading shall apply (excluding Locomotive Operating Employees and Passenger Operations Employees):
 - (i) Employees (excluding Shift Workers to whom clause 37.2 applies) shall be entitled to an annual leave loading of 17.5% calculated on the Employee's Ordinary Rate of Pay;
 - (ii) Shift Workers to whom clause 37.2 applies shall be entitled to payment of annual leave loading of 20% paid proportionately to the amount of annual leave taken and paid at the same rate of pay as the leave to which it applies.
- 37.14 **Annual Leave Reduction Plan**
- (a) Employees may apply to cash out annual leave entitlements, provided such payments:
 - (i) are restricted to minimum periods of not less than two weeks;
 - (ii) are in blocks of completed weeks; and
 - (iii) do not reduce overall annual leave entitlements below four weeks after payment is made.

- (b) Any agreement for the cashing out of annual leave under this clause must be set out in writing by the Employee and approved by V/Line on each occasion cashing out is requested.
- (c) Employees must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has foregone.

37.15 Purchased leave

- (a) An employee may elect to purchase up to 4 additional weeks' leave over a 12-month period in accordance with this clause.
- (b) An employee must apply for a period of purchased leave by specifying a date or dates in the following 12 months when the purchased leave is to be taken. Purchased leave cannot be banked and must be taken on the date or dates in the employee's application.
- (c) The employer may refuse an employee's application for purchased leave on reasonable business grounds. The employer may also refuse an employee's application for purchased leave where the employee has sufficient paid annual or long service leave accrued to cover the proposed absence at the time the leave is to be taken.
- (d) Where an application is approved, a fortnightly deduction will be made from the employee's base rate of pay in respect of the amount of purchased leave. The deduction will be the equivalent of the total cost of the leave applied for (calculated at the employee's base rate of pay) averaged over a period of 12 months. The parties may agree to a shorter averaging period.
- (e) Annual leave loading will not apply to purchased leave.
- (f) Where an employee cancels an approved application for purchased leave, any wages deducted in accordance with this clause will be reimbursed in the next pay cycle.
- (g) Purchased leave will count as service for all purposes. The employee's salary for superannation purposes continues to be their full-time salary.

38 ANNUAL SHUTDOWN LEAVE

- 38.1 V/Line may close down its corporate functions for the purpose of allowing annual leave to all or the majority of the Employees concerned, provided that:
 - (a) V/Line gives not less than four weeks' notice of intention to do so; and
 - (b) a close-down in a particular Head Office may only occur once per calendar year during the Christmas/New Year period; and
 - (c) the close-down period does not exceed 14 continuous days (inclusive of public holidays).
- 38.2 An Employee may access any accrued discretionary paid leave, including purchased leave, during a close-down period. An Employee who does not have sufficient accrued annual leave to cover a close-down period may be required to take unpaid leave. Any unpaid leave in this circumstance will not interrupt an Employee's continuous service.
- 38.3 For the purpose this clause, 'corporate functions' refers to non-operational and administrative Employees and other depot/office locations which perform an administrative function.

39 PUBLIC HOLIDAYS

- 39.1 This clause applies to Operations and Administrative and Salaried and Administrative employees.
- 39.2 All employees are entitled to paid leave of absence on the following public holidays:
- (a) 1 January (New Year's Day);
 - (b) 26 January (Australia Day);
 - (c) Good Friday;
 - (d) Easter Monday;
 - (e) 25 April (Anzac Day);
 - (f) the Queen's birthday holiday;
 - (g) Melbourne Cup Day;
 - (h) 25 December (Christmas Day);
 - (i) 26 December (Boxing Day);
 - (j) any other days which are listed in Division 10 of the Fair Work Act 2009 (Cth) or are proclaimed as public holidays by the Victorian Government.
- 39.3 Employees with an entitlement under this clause are entitled to a substitute day where the following public holidays fall on a Saturday or Sunday:
- (a) 1 January (New Year's Day);
 - (b) 26 December (Boxing Day).
- 39.4 Other than shiftworkers, employees with an entitlement under this clause are also entitled to a substitute day where the following public holidays fall on a Saturday or Sunday:
- (a) 26 January (Australia Day);
 - (b) 25 December (Christmas Day).
- Note: clause 39.4 is intended to operate in such a way that shiftworkers will be entitled to the relevant penalty payment on the actual day of Australia Day or Christmas day where those holidays fall on a weekend. Shiftworkers will not be entitled to penalty payments on substituted days.
- 39.5 V/Line and a majority of affected employees may agree to substitute another day for any public holiday provided the agreement is recorded in writing and made available to each affected employee.
- 39.6 V/Line must roster an employee who works on a public holiday for a minimum of 4 hours.
- 39.7 If an employee works on a public holiday covered by this clause they are entitled to elect to be compensated in either of the following ways:
- (a) paid at the rate of double time and a half for hours worked; or
 - (b) paid at the rate of time and a half for hours worked as well as accruing paid time off (PTO) equal to the total ordinary hours worked.
- 39.8 An employee may not accrue more than 40 hours of PTO in accordance with this clause. PTO may be taken by agreement between the employee and V/Line. The customary conditions for the approval of annual leave will apply to any application to

take PTO.

- 39.9 Where an employee has an outstanding balance of PTO at the end of the first full pay period in December of each year, that outstanding amount will be paid to the employee.
- 39.10 There will be no entitlement to payment for employees who are on unpaid leave or absent in connection with a worker's compensation claim.
- 39.11 An Employee who is ordinarily not required to work on the day of the week on which a particular holiday is observed shall not be entitled to any benefit for any such public holiday unless required to work on the public holiday. For example:
- (a) Payment will not be made for the public holiday for Easter Saturday, Easter Sunday or Anzac Day when it falls on a Saturday or Sunday, if the Employee is not rostered for duty on those days.
 - (b) Where a part-time Employee's rostered work days do not include the relevant public holiday, they will not be entitled to any payment for that day. (However part-time Employees whose rostered paid hours fall on a public holiday, but who are not required to work that day shall not lose pay for that day.)

Special provisions for Shift Workers

- 39.12 For the life of the Agreement, an Employee who is a Shift Worker who regularly works Sundays and public holidays and is ordinarily not required to work any hours on the day on which a particular holiday is observed can nominate themselves as "available to work". If an "available to work" employee is, despite being available, not actually required to work, they will receive a day's payment at their Ordinary Rate of Pay. If an Employee is not "available to work", then no payment applies.
- 39.13 For the purposes of determining whether a Shift Worker is "available to work":
- (a) An Employee will be deemed 'available' unless:
 - (i) they have made themselves 'unavailable';
 - (ii) they are on paid or unpaid leave over the period in which the public holiday falls;
 - (iii) V/Line attempts to contact the Employee to confirm availability and they are unable to work or unable to be contacted (after reasonable attempts by V/Line) up to and including the day on which the public holiday falls;
 - (iv) they are on personal leave for a shift falling on the day after a public holiday and do not produce a valid medical certificate covering them for that shift; or
 - (v) they are absent for any reason on their shift immediately prior to the public holiday unless:
 - (A) If their absence is due to personal leave, they produce a valid medical certificate for all personal leave taken immediately prior to the public holiday that indicates they would have been fit to work on the day of the public holiday; or
 - (B) If their absence is due to pre-approved leave, they establish, to V/Line's reasonable satisfaction that they were in fact available to work on the public holiday.
- 39.14 To be clear, clauses 39.12 and 39.13 only apply where the Employee was not otherwise rostered or ordinarily required to work on the public holiday. If an Employee is rostered or would ordinarily be required to work on a public holiday, but is in fact not

required to work, they are paid their ordinary hours for the day (as per scenario 6 below).

39.15 Summary Table

Scenario & Clause	As per Master Roster [#]	Employee	Pay arrangements
NON SHIFT WORKERS			
1 39.7	Employee is rostered ON	Required to work and works	Paid Public Holiday rates (double time and a half for all hours on the Public Holiday) or time and a half plus PTO for all hours worked
2 39.7	Employee is rostered OFF	Required to work and works	As per option 1, with a minimum payment of 4 hours
3 39.11	Employee is rostered ON	Not required to work	Takes the Public Holiday (day off) paid at the ordinary rate of pay. Counts as a non worked shift.
4 39.11	Employee is rostered OFF	Not required to work	No pay
SHIFT WORKERS			
5 39.7	Shift Worker is rostered ON	Required to work and works	Paid Public Holiday rates (double time and a half for all hours on the Public Holiday) or time and a half plus PTO for all hours worked
6 39.7	Shift Worker is rostered ON	Not required to work	Paid at the Ordinary Rate of Pay. Counts as a non worked shift.
7 39.12	Shift Worker is rostered OFF	Is 'available' but is not required to work	Paid at the Ordinary Rate of Pay. Does not count as a shift.
8 39.13	Shift Worker is rostered OFF	Has made themselves unavailable or is deemed 'unavailable'	No pay

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

40 LONG SERVICE LEAVE

40.1 An Employee is entitled to 13 weeks long service leave ("**LSL**") with pay after the completion of ten years continuous service. After the initial ten years, LSL will accrue at the rate of 1.3 weeks per completed year. Part-time Employees will accrue LSL on pro-rata basis.

40.2 When an Employee has completed at least seven years continuous service:

- (a) Pro rata LSL may be taken with the approval of V/Line; and
- (b) If their employment ceases for any reason, payment for pro rata LSL will be made.

40.3 In cases when an Employee retires on account of age or ill health, dies or is terminated

on the grounds of redundancy, the Employee is entitled to payment for LSL following a minimum of four years completed continuous service which is calculated on the basis of 1.3 weeks leave for each completed year of service.

- 40.4 An Employee is entitled to take LSL at a particular time nominated by the Employee, by giving V/Line at least six months' written notice, subject to an agreed quota to be managed locally. The length of written notice may be reduced by agreement between V/line and the Employee.
- 40.5 Other than the above, Employees will be entitled to LSL in accordance with the *Long Service Leave Act 2018* (Vic) as amended or replaced from time to time. If there is any inconsistency between this clause and any provision of the *Long Service Leave Act 2018* (Vic), the more favourable provision to Employees will apply.

41 PERSONAL/CARER'S LEAVE

41.1 Definitions

The term "**immediate family**" means:

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

The terms "**spouse**" and "**de facto partner**" have the same meaning as in the Act.

41.2 Amount of paid personal/carer's leave

- (a) Paid personal/carer's leave will be available to an Employee when they are absent:
 - (i) because they are unfit for work due to personal illness or injury affecting the Employee (personal leave); or
 - (ii) for the purposes of providing care or support to a member of the Employee's immediate family or 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 or support to another person who is wholly or substantially dependent on the Employee, provided that the care or support is not wholly or substantially on a commercial basis (carer's leave).
- (b) An employee accrues personal leave as follows:
 - (i) Upon commencement of employment an Employee will be credited (in advance) five days of personal/carer's leave.
 - (ii) At the completion of four months service an Employee's entitlement to paid personal/carer's leave will accrue on a daily basis according to the Employee's ordinary hours of work; and
 - (iii) For each subsequent year of service with V/Line, full-time Employees are entitled to 15 days of paid personal/carer's leave.
- (c) An Employee shall not be entitled to paid leave of absence for any period in respect of which they are entitled to accident pay or workers' compensation.
- (d) An Employee shall be paid personal/carer's at their Ordinary Rate of Pay unless otherwise provided.

- (e) Years of service or year of service for the purpose of this clause means the period date of commencement of employment with V/Line in any year and the anniversary of the commencement of employment in the next year.
- (f) Unused personal/carer's leave shall accumulate from year to year without limitation but will not be paid out on termination of employment.
- (g) Payment of personal/carer's leave is subject to compliance with the notice and evidentiary requirements in this clause.
- (h) In cases where paid personal/carer's leave entitlements have been exhausted, V/Line and Employees concerned may agree on extending the absence as leave without pay.
- (i) Employees are entitled to a period of up to two days unpaid carer's leave for each permissible occasion.
- (j) Unpaid carer's leave may be taken as a single continuous period or any separate periods agreed between the Employee and V/Line.

41.3 Employee Must Give Notice of Absence on Personal/Carer's Leave

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

41.4 Evidence Supporting Claim

- (a) Personal Illness or Injury (sick leave)
 - (i) Subject to clause 41.4(iii) applications for leave of absence on the grounds of personal illness or injury must be supported by a medical certificate from a registered health practitioner which must state that in the practitioner's opinion, the Employee is unfit for work because of personal illness or injury.
 - (ii) Where exceptional circumstances arise that the Employee (other than Passenger Operations Employees to whom clauses 106.4(g) & 106.4(g) apply), is unable to obtain a medical certificate, then a statutory declaration can be submitted stating the reason why a medical certificate could not be obtained. Failure to provide sufficient information about why a medical certificate could not be obtained will result in the paid leave application being rejected.
 - (iii) V/Line may grant an application for personal leave without the production of a medical certificate on up to five days in aggregate in any continuous 12 month period, except where more than three consecutive days of personal leave are taken.
 - (iv) An Employee shall not be required to furnish a medical certificate in respect of any period whilst an inpatient at a registered hospital or where the V/Line's medical indicates unfitness for duty following a medical examination.

- (v) V/Line may at its discretion, allow Employees to take additional paid leave where they have used all their sick leave entitlements.
- (b) **Carer's Leave**
 - (i) When taking carer's leave, V/Line may require the Employee to provide a medical certificate supporting that the illness or the nature of the emergency resulted in the person concerned requiring care by the Employee.
 - (ii) Where exceptional circumstances arise that the Employee (other than Passenger Operations Employees to whom clauses 106.4(g) & 106.4(g) apply), is unable to obtain a medical certificate in support of an application for carer's leave, then a statutory declaration can be submitted stating;
 - (A) The reason why a medical certificate could not be obtained; and
 - (B) The reason for the absences; and
 - (C) that no other person has taken leave to care for that person.
 - (iii) Failure to provide sufficient information about why a medical certificate could not be obtained will result in the paid leave application being rejected.
 - (iv) In normal circumstances an Employee must not use carer's leave in accordance with this subclause where another person has taken leave to care for the same person.

42 COMPASSIONATE LEAVE

42.1 Paid compassionate leave

- (a) An Employee is entitled to up to three days compassionate leave on each occasion of the death of a member of the Employee's immediate family or household or to spend time with a member of their immediate family or household who has a personal illness or injury that poses a serious threat to his or her life.
- (b) Each period of compassionate leave is paid instead of any other approved leave on the relevant day(s).
- (c) Employees may be required to produce satisfactory evidence to support applications for leave under this clause.

42.2 Unpaid compassionate Leave

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

43 UNSCHEDULED LEAVE ABSENCES

Unscheduled leave absences (e.g. personal/carers leave and compassionate leave) will be considered as follows:

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

44 PARENTAL LEAVE

- 44.1 This clause provides an entitlement to work part-time and to parental leave including:
- (a) primary carer leave,
 - (b) special maternity leave, and
 - (c) partner leave.
- 44.2 An employee is entitled to primary carer's leave, special maternity leave and/or partner 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)
- 44.3 The notice and evidentiary requirements in Division 5 of the Act are incorporated into this clause.
- 44.4 An employee is entitled to access accrued annual leave or long service leave entitlements for parental leave purposes.
- 44.5 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 as nearly comparable in status and pay to that of their former position provided that the employee is qualified and capable of performing the role.
- 44.6 The employee is to notify V/Line at least 4 weeks prior to the expiration of the leave of their intention to return to work after a period of parental leave.
- 44.7 **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 V/Line 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 14 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 28 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.

44.8 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 44.7(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.

44.9 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 2 weeks 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 that do not exceed 2 weeks, 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:

- (f) the production of satisfactory evidence if requested by V/Line;
- (g) agreement between the employee and V/Line about the length of the unpaid leave;
- (h) where agreement cannot be reached, the employee is entitled to take 2 days unpaid leave;
- (i) where paid leave is available to the employee, V/Line may require the employee to take such leave instead.

44.10 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 for a reduction to part-time hours at ordinary pay.
- (b) An employee wishing to convert to part-time parental leave must apply to V/Line specifying the duration of the proposed part-time employment.
- (c) V/Line must not unreasonably refuse an application by an employee for a reduction to part-time hours made under subclause 44.10(a). V/Line must respond within 21 working days of the application.
- (d) Unless V/Line agrees, part-time parental leave will not extend past a child eighth birthday.
- (e) V/Line must not refuse a request to extend the period of unpaid parental leave under subclause 44.12(a) unless it has given the employee a reasonable opportunity to discuss the request.

44.11 Part-time working agreement requirements

- (a) Pay on part-time leave will remain at the employee's ordinary rate prior to leave.
- (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) V/Line must comply with existing part-time employment standards listed in clause 12.3 of this agreement.
- (d) Approved part-time working arrangements under this clause will be set out in a written part-time work agreement, where V/Line 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;
 - (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.

44.12 Variation of period of parental leave

- (a) Unless agreed otherwise between V/Line and the employee, where an employee takes parental leave an employee may apply to V/Line 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.

44.13 Superannuation contributions while on primary carer's leave

- (a) This clause applies if an employee returns to work from a period of unpaid parental leave taken as the primary carer.
- (b) V/Line must pay the employee superannuation contributions at 9.5% (or contributions at the Superannuation Guarantee Levy rate if they are higher than 9.5%) of their base rate of pay to a maximum of 38 weeks.

44.14 Communication during Parental Leave

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

45 COMMUNITY SERVICE LEAVE

45.1 Meaning of eligible community service activity

Each of the following is an eligible community service activity:

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

45.2 Entitlement to be absent from employment for engaging in eligible community service activity

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

- (a) the period consists of one or more of the following:
 - (i) time when the Employee engages in the activity;
 - (ii) reasonable travelling time associated with the activity;

- (iii) reasonable rest time immediately following the activity; and
- (b) unless the activity is jury service – the Employee's absence is reasonable in all the circumstances.

45.3 Notice and Evidence Requirements

Notice

- (a) An Employee must provide V/Line with notice of their intention to take Community Service Leave.
- (b) The notice:
 - (i) must be given to V/Line as soon as reasonably practicable (which may be a time after the absence has started); and
 - (ii) must advise V/Line of the period, or expected period, of the absence.

Evidence

- (c) An Employee who has made an application for Community Service Leave must, if required by V/Line, provide evidence that would satisfy a reasonable person that the absence is because the Employee has been or will be engaging in an eligible community service activity.

45.4 Payment to Employees on eligible community service activity

- (a) This section applies if:
 - (i) in accordance with the above clauses, an Employee is absent from his or her employment for a period because of an eligible community service activity; and
 - (ii) the Employee is not a casual Employee.
- (b) V/Line must pay the Employee as per their rostered hours of work during the period of Community Service Leave.

46 CULTURAL & CEREMONIAL LEAVE

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

47 SPECIAL LEAVE – FAMILY/DOMESTIC VIOLENCE

47.1 General Principle

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

47.2 Definition of Family Violence

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

47.3 General Measures

- (a) V/Line will identify family and gendered violence contact persons throughout the

organisation by way of expression of interest. Family and gendered violence contact persons will be trained in family violence and privacy issues, for example, training in family violence risk assessment and risk management and will be informed of the company's process for dealing with family violence including the rights and obligations outlined in this clause.

- (b) An employee experiencing family violence may raise the issue with any family violence contact person or with their immediate manager, human resources or other representative.
- (c) Where requested by an Employee, a human resources 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 47.4 and 47.5.
- (d) All personal information concerning family violence must be kept confidential in line with the V/Line's policies and procedures and relevant legislation. No information will be kept on an Employee's personnel file without their permission.

47.4 Leave

- (a) An Employee experiencing family violence will have access twenty days per year (which will not accumulate year-to-year) of paid special leave. This leave can also be accessed to allow an employee to be absent from the workplace for medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- (b) Proof of family violence may be required and can be in the form an agreed document issued by the Police Service, a Court, a Doctor, District Nurse, Maternal Health Care Nurse, a Family Violence Support Service or Lawyer.
- (c) An Employee who supports a person experiencing family violence may take carers leave to accompany them to court, to hospital, or to mind children subject to appropriate notification and proof provided as required in clause 41.4.

47.5 Individual Support

- (a) In order to provide support to an Employee experiencing family violence and to provide a safe work environment to all Employees, V/Line will approve any reasonable request from an Employee experiencing family violence for:
 - (i) changes to their span of hours or pattern or hours and/or shift patterns;
 - (ii) relocation to suitable employment within V/Line;
 - (iii) other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements;
 - (iv) job re-design or changes to duties; and
 - (v) a change to their telephone number or email address to avoid harassing contact.
- (b) An Employee experiencing family violence will be referred to the V/Line EAP provider and/or appropriate support services, agencies or other local resources.

48 INCOME PROTECTION INSURANCE

- 48.1 Income protection for the Rail Industry with Incolink is optional but must be made

available for all employees covered under the Agreement.

- 48.2 If an Employee elects to take up the option of Income Protection Insurance for the Rail Industry with Incolink during the life of the Agreement then their wage will be reduced by the cost of the policy at the commencement of the coverage by the policy with deductions continuing for the life of the Agreement in accordance with policy payment schedules.
- 48.3 V/Line must ensure payments are up to date at the end of each month so as not to let the entitlements under the scheme lapse.
- 48.4 V/Line must ensure its unpaid leave forms as changed from time to time and its pay deduction forms for income protection insurance as changed from time to time include a statement as follows:

In the event an Employee elects to take up the option of Income Protection Insurance for the Rail Industry with Incolink and is on unpaid leave there will be no earnings from which deductions can be made to cover payments for Income Protection Insurance. If the Employee does not wish for their entitlements under the scheme to lapse they should contact Incolink directly to make payment.

49 FASTING PAYMENTS

- 49.1 V/Line currently provides payments as prescribed elsewhere in this Agreement for Category 1 Rail Safety Workers in respect of time spent fasting where required prior to a compulsory medical examination, as well as for attendance at the medical examination.
- 49.2 If, during the life of this Agreement, employees are no longer required by the National Standard for Health Assessment of Rail Safety Workers to undertake fasting prior to a medical examination, any payments for time spent fasting will cease.
- 49.3 For the avoidance of doubt, if the requirement to fast is withdrawn, Category 1 Rail Safety Workers will continue to be paid for time in attendance at rail safety medical examinations.

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

50 APPLICATION

- 50.1 This Part applies to all Operations and Administrative Employees, as well as Passenger Operations Employees except where stated otherwise.

51 ORDINARY HOURS

- 51.1 Unless otherwise specified, the ordinary hours of work for full-time Operations and Administrative Employees shall be 38 hours per week or an average of 38 per week over an agreed period. The ordinary hours may be worked 24 hours a day, seven days a week, subject to the provisions within this Part.
- 51.2 Ordinary hours worked between midnight on Friday and midnight on Saturday will be paid at the rate of time and one half.
- 51.3 Ordinary hours worked between midnight on Saturday and midnight on Sunday shall be paid at the rate of double time. Employees who are rostered to work ordinary hours on a Sunday shall not be required to work more than two in three consecutive Sundays except in a case of emergency or where practically unavoidable. For the purposes of this provision, work performed up to 0300 hours on a Sunday in completion of a shift commenced on a Saturday shall be deemed to be Saturday duty and paid in accordance with clause 51.2.
- 51.4 The span of ordinary hours for Salaried and Administrative Employees engaged to work Monday to Friday will be 7.00am to 7.00pm, with the start and finish times to be determined by V/Line in consultation with Employees concerned.

52 CHANGES TO MASTER ROSTER

- 52.1 Where employees perform work subject to a roster, V/Line may make permanent roster changes by giving at least 28 days' notice of the intended roster change to all employees who may be affected and their representatives unless not reasonably practicable.
- 52.2 V/Line must publish a final roster at least 14 days prior to the intended date of implementation.
- 52.3 This clause is to be read in conjunction with any other provisions of this agreement concerning the scheduling of work or the giving of notice.

53 EMPLOYEE EXTRA DAY OFF (EDOs)

- 53.1 Except as otherwise provided in this Agreement, an Employee's hours of work may be arranged by agreement so as to permit the taking of a rostered day off. Any such arrangement will involve employees accruing paid time off in lieu of overtime for a portion of their shift.
- 53.2 EDO arrangements in accordance with this clause shall operate on the following basis:
- (a) Fixing one weekday on which Employees at a location will be rostered off for an EDO during a four week cycle over 28 consecutive days; or
 - (b) Rostering each Employee off on one weekday of a four week cycle over 28

- consecutive days; or
- (c) For Train Controllers and Signallers, to be taken on an annual leave rotation in accordance with clause 54.2.

54 BANKING OF EDOs

- 54.1 Except as provided for in clause 54.2, EDOs not taken or salary sacrificed in accordance with taxation legislative requirements by 1 December in each year will be paid out in the first full pay period in December of that year.
- 54.2 Train Controllers and Signallers will be allowed to retain up to 15 EDOs at any given time to provide paid leave entitlements consistent with the leave required to be taken under an annual leave roster. Any accruals in excess of 15 days will automatically be paid out in the first full pay period in December of that year.

55 GUARANTEED FORTNIGHT

- 55.1 This clause does not apply to Passenger Operations Employees and Monday to Friday Day Workers.
- 55.2 Subject to other provisions of this Agreement, such as Stand Down, Employees to whom this Part of this Agreement applies and who are ready, willing and available to perform all work offered shall be paid each fortnight an amount equivalent to the number of hours prescribed in this Agreement for each classification at the Ordinary Rate of Pay within the first ten shifts each fortnight subject to the following:
- (a) This excludes penalties for shift work and for overtime, other than overtime worked by Conductors, Saturday time, Public Holidays and Sunday time.
 - (b) This excludes any higher duties allowance or any other allowance representing the difference between the classified rate and the ordinary time rate applicable whilst acting in a higher grade.
 - (c) Where through genuine illness or approved leave, payment less than the guaranteed minimum becomes due to an Employee, payment shall be made at the guaranteed minimum less the amount which would have accrued due to the Employee had they performed any duty available to them during the period of such absence. If the latter amount cannot be determined the deduction shall be one day's pay in respect of each day's absence.
 - (d) Where earnings in the first 10 shifts for Employees, other than Conductors, fall short of the guaranteed minimum then payment for up to 4 hours of an 11th shift with penalty at time and one half may be used.
 - (e) Where an Employee is absent from duty without pay on account of other than genuine illness or approved leave, the guarantee shall not apply and payment will be made for time actually worked within the period.
 - (f) A guaranteed payment will not be available where an Employee has pay deducted in accordance with clause 17 "(Stand Down)".

56 LENGTHS OF SHIFTS

- (a) An employee may be rostered to work up to eight ordinary hours in any shift. Shifts shall be completed within 10 hours inclusive of overtime hours and within 9 hours where practicable.

56.2 Extended Ordinary Hours Rosters

- (a) In this clause, '**work area**' means particular locations and classifications.
- (b) Employees may be rostered and paid up to a maximum of 10 ordinary hours in a shift in a particular work area where the majority of employees in the work area agree to an extended hours roster after the following process:
- (c) Where the employer, or an employee or a group of employees propose the introduction of an extended hours roster consultation will occur consistent with the roster consultation provision of this Agreement. That consultation will include the convening of an initial consultation meeting.
 - (i) If following an initial consultation meeting there is interest in the introduction of an extended hours roster at least 14 days' notice must be given of any vote by the employees in the work area.
 - (ii) Where 75% of affected employees vote to introduce the extended hours roster, and the employer agrees, an extended hours rosters will be introduced.
 - (iii) When implementing an extended hours roster in accordance with the clause V/Line must consider the circumstances of individuals who have particular difficulties with the working of extended hours rosters and consider measures to mitigate those difficulties.

56.3 Where an extended hours roster applies, and the average shift length for the work area exceeds 8.5 hours, V/Line will provide a roster where either:

- (a) at least one block of three consecutive booked off days will be rostered in each fortnight, or,
- (b) at least one block of six consecutive booked off days will be rostered in each four weeks, or,
- (c) an alternative pattern of days off agreed through the process in this clause.

56.4 The process contained in clause 56.2 must be followed where either party proposes to transition from an extended hours roster to eight hour shifts.

57 WORKING PARTY – CONDUCTORS AND STATION STAFF ROSTERS

Arrangements in respect of a joint V/Line and RTBU Working Party for Conductor and Station Staff rosters will continue under this Agreement. The Working Party will be consulted regarding any major changes to Conductor and Station Staff rosters during the life of the Agreement.

58 INTERVALS BETWEEN SHIFTS

58.1 Except in cases of unavoidable necessity, after completing a full shift, Employees shall be allowed a minimum period off duty of twelve hours at their home station and subject to the provisions of the Conductor Rostering Code, ten hours at other locations.

59 CALL OUT

59.1 Any Employee recalled to work after finishing their rostered shift shall be paid a minimum of four hours.

- (a) If the call out is between midnight on Sunday and midnight on Saturday, the Employee shall be paid at the rate of time and half for the first three hours and

double time for the fourth and thereafter.

- (b) If the call out is on a Sunday the Employee shall be paid at the rate of double time.
- (c) If the call out is on a Public Holiday the Employee shall be paid at the rate of double time and half.

59.2 An Employee called out to commence duty:

- (a) less than three hours before the commencement of their rostered shift, shall be paid at the applicable rate in this clause until their rostered shift commences; and
- (b) 3 or more hours before the commencement of their rostered shift, shall be paid for a minimum of four hours' work at the applicable rate in this clause.

59.3 Where an Employee that undertakes two call outs prior to commencing their next rostered shift, the second call out will be paid at double time.

59.4 In this clause, 'call out' means each time an Employee is without prior notification called out or recalled from their home outside ordinary working hours and attends duty for emergency repairs or other duty.

60 ADDITIONAL SHIFTS

60.1 Except as otherwise provided, all time worked by a full-time Employee on a first or second additional shift in any fortnight is to be paid at the rate of time and a half, provided that any portion of the shift worked on a Saturday will be paid at the rate of double time.

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

60.3 Where an additional shift occurs on a public holiday then the Employee shall only be entitled to the payments under the public holiday clause provisions.

60.4 Where an Employee works over 11 hours on an additional shift, the time worked over 11 hours will be paid at double time.

60.5 The provisions of clauses 006 and 107 in Part 8 of the Agreement prevail to the extent of an inconsistency with this clause.

60.6 In this clause, '**additional shift**' means a shift worked by an employee in addition to their rostered shifts for the 76-hour fortnight. This would be ten shifts per 76-hour fortnight unless otherwise agreed as per clause 55.

60.7 Shift means a turn of duty during which some period of actual work has been performed and includes a broken shift. For all Employees other than Conductors to whom this Part applies, it also includes a shift on which no work has been performed because the Employee was on paid leave attending a medical or other examination or an enquiry that may be required by the V/Line or attendance at a court or tribunal in an official capacity.

61 NOTIFICATION OF SHIFT ALTERATIONS

61.1 Where practicable, V/Line will provide Employees with not less than 24 hours' notice where a change of shift is required.

61.2 For the avoidance of doubt, it will not be practicable to provide 24 hours' notice in cases of unplanned absenteeism, WOLO (heat speed) restrictions, or other unforeseen circumstances subject to fatigue management.

- 61.3 Employees, when rostered on an “available” (standby) or “available/training” shift, acknowledge that there will be times when, for operational reasons, their shift times may need to be altered. A minimum of 12 hours’ prior notice will be provided when such alterations occur. This applies to same day shift variations.

62 OVERTIME

- 62.1 Employees are required to work reasonable overtime as required by V/Line subject to payment of the relevant overtime rates.
- 62.2 Overtime is all time worked:
- (a) in excess of the maximum ordinary hours of work in a day or shift; or
 - (b) in excess of an average of 38 ordinary hours per week.
- 62.3 Except where otherwise provided, the rate of pay for working overtime is time and one half for the first 3 hours and double time thereafter Monday to Saturday and double time on Sundays.

63 EMERGENCY WORK

- 63.1 This clause applies if an employee:
- (a) has attended for emergency work as defined by clause 3 of this Agreement; and
 - (b) has been required to render urgent and immediate action; and
 - (c) attendance to the incident is, or is likely to be, distressing or traumatic.
- 63.2 However, this clause does not apply to employees who:
- (a) carried out work after the urgent and immediate action has been completed; or
 - (b) are on standby.
- 63.3 An employee to whom this clause applies is entitled to be paid for the whole of their rostered shift whichever of the following is the lesser amount:
- (a) 25% of the Ordinary Rate of Pay in addition to any other applicable shift or overtime rates; or
 - (b) double time.

64 LIMITATIONS OF PENALTY PAYMENTS

- 64.1 Payments for any time worked shall not exceed the rate of double time except for work performed on a public holiday. Penalty rates are not cumulative unless otherwise specified. Where multiple penalty rates apply, the Employee will be paid the highest applicable penalty.

65 TIME OFF IN LIEU

- 65.1 Employees may take time off in lieu of overtime worked subject to V/Line’s consent and at times mutually agreed, provided that such time off is taken on the basis of one hour off for each hour of overtime worked during ordinary time hours, paid for at ordinary time rates.
- 65.2 V/Line shall, if required by the Employee, provide payment at the appropriate rate for overtime worked, where the time in lieu has not been taken within four weeks of accrual.

66 MINIMUM PAYMENTS

66.1 Shift Workers

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

66.2 Monday to Friday Day Workers (Recall Work)

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

67 SHIFT DUTY ALLOWANCE AND PENALTIES

67.1 This clause does not apply to Passenger Operations Employees.

67.2 For the purposes of this clause:

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

67.3 Except as otherwise provided, all ordinary hours during a shift defined in subclause 66.2 occurring on Monday to Friday inclusive will attract the relevant allowance set out in Table 9 of Schedule A of this Agreement.

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

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

67.6 Permanent Night Shift

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

shall be paid an additional amount for such period of engagement, period or cycle as set out in Table 9 of Schedule A of this Agreement, provided that this additional amount is not payable on overtime or any other time which is payable in excess of ordinary rates of pay.

- (b) the provisions of this subclause shall not apply to Employees who elect to work a pattern of night shifts by agreement with V/Line as a matter of personal preference.

67.7 On the Job (OJT) Training Allowance

- (a) This subclause applies to Conductors and Station Staff only.
- (b) Employees will be entitled to the OJT allowance contained in Table 7 of this Agreement in accordance with the following:
 - (i) The Employee has been appointed by V/Line as an OJT; and
 - (ii) The allowance will only be paid when the Employee is engaged in assessing and/or delivering training.

68 BROKEN SHIFTS

- 68.1 The provisions of this clause do not apply to broken shifts worked on a Sunday.
- 68.2 For the purposes of this clause, a **broken shift** means a shift worked by an Employee, inclusive of rostered breaks, as set out in this clause.
- 68.3 The total hours worked in a broken shift will not exceed ten hours over two duty periods, with a minimum break between shifts of two hours.
- 68.4 Employees working a broken shift shall be paid a minimum of 7.6 hours for that entire shift.
- 68.5 Employees who work a broken shift in connection with train running shall receive one hour's pay in addition to the time actually worked.
- 68.6 No broken shift worked in connection with suburban train running shall consist of more than two parts.
- 68.7 In the case of broken shifts worked in connection with non-suburban train running, no meal interval shall exceed one hour. No portion of the break between duty periods shall be treated as a meal interval in computing the length of such period.
- 68.8 Time worked outside of a spread of eleven hours shall be paid at a rate of time and a half.

69 TRAVELLING AND WAITING TIME

- 69.1 Employees who are required to sign on or sign off other than at their Home Depot are to be paid at the Ordinary Rate of Pay for the time reasonably occupied in travelling to and from such place of signing on or off, in excess of the time normally occupied in

travelling between their residence and Home Depot. This payment does not apply where an Employee is in receipt of travelling and incidental expenses for living away from their Home Depot.

69.2 Salaried and Administrative Employees excluding Senior Officers

- (a) Salaried and Administrative Employees excluding Senior Officers who are required to travel on duty outside the hours of their normal rostered shift shall be paid for travelling time at the Ordinary Rate of Pay where:
 - (i) the travel is not between the Employee's residence and their ordinary place of work; and
 - (ii) the time spent travelling exceeds two hours.
- (b) Where subclause 68.2(a) applies, travelling payment will be capped at:
 - (i) 12 hours in a 24 hour period, or
 - (ii) 8 hours in a 24 hour period where a sleeping berth is provided.
- (c) Payment for waiting and/or travelling time which commences on a Saturday shall be at the rate of time-and-a-quarter and for that undertaken on a Sunday or a public holiday shall be at the rate of time-and-a-half. Such penalty payment is not applicable to waiting and/or travelling time which commences on Friday and extends into Saturday, or commences on a normal working day prior to a public holiday unless such waiting and/or travelling time continues after 1000 hours on the Saturday or public holiday in which case the appropriate penalty rate is to apply from midnight.
- (d) The provisions of clause 65 (Minimum Payments), shall not apply to travelling time payments.

70 TRAVELLING AND INCIDENTAL EXPENSES

70.1 Meal allowance

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

- (a) Where they were unable to return home for a meal and have not been provided with a meal by V/Line, after each five hour period if they are on duty:
 - (i) For a period of more than five hours beyond the time of recommencing duty after a rostered unpaid meal interval;
 - (ii) For a period of more than ten hours where there is no meal interval; or
 - (iii) In respect of a broken shift, for more than two hours beyond the ordinary time for the completion of such shift.
- (b) For the purposes of subclause 70.1(a), where a meal interval exceeds one hour after the completion of no less than four hours' work, Employees shall be deemed to have recommenced duty one hour after the commencement of the meal interval.

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

70.3 Travelling & incidental allowances (T&I)

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

- (b) Employees, who are required to reside away from their Home Depot shall be paid T&I allowances where applicable at the rate as specified in Table 7 of Schedule A of this Agreement.
- (c) T&I allowances shall not be paid to Employees unless they commence travelling from their Home Depot earlier than the time specified in the second column below and/or do not return until after the time specified in the third column below.

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

- (d) No allowance shall be paid for a bed where a bed is not reasonably required.
- (e) Employees shall not be paid any expenses under this subclause at any one locality or place for a period exceeding three months.
- (f) No allowance shall be paid to employees for being absent from their Home Depot if they leave from and return to their Home Depot on the same day unless they are required to travel to a place at least 50 km distant from their Home Depot. In these circumstances Employees will be eligible for the breakfast, lunch or dinner allowance in accordance with the times specified in clause 70.3(c) except that the allowance for lunch shall only apply if the absence exceeds three hours. In the case of Employees undertaking relief duty that travel to and from their place of residence, their place of residence shall be deemed to be their Home Depot unless the Home Depot is closer to the relief location than their residence.

71 MEAL BREAKS AND CRIB BREAKS

71.1 Meal Break

Where operationally possible, Employees shall be allowed an unpaid meal interval of not less than 30 minutes during their shift. Ideally, this break shall be taken as close to mid-shift as possible, no later than the end of the fifth hour, but shall be taken so as not to disrupt the continuity of the work group's operation.

71.2 Crib Breaks

- (a) In lieu of a meal interval, an Employee may be allowed a paid 20 minute crib break will be provided between the 2nd and 6th hours of an 8 or more hour shift. This crib break shall also be organised to ensure continuity of the V/Line's service and operations.
- (b) Crib breaks for Conductors are not to be taken on board a train.

71.3 Southern Cross Station Platform staff will be provided with 9 minutes walking time to access the meal facility provided on Platform 1 at SCS. Should alternative suitable infrastructure become available, walking times will be reviewed through time and motion trials and altered as per the findings of these trials. SCS Platform staff on Platform 15 & 16 at SCS are to use the main meal room. Platform 15 & 16 meal room is only designated for the use of relevant staff on rostered meal/crib breaks.

72 OVERTIME MEAL BREAKS

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

73 TRAUMA MANAGEMENT

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

73.2 Trauma Leave

- (a) Where an employee experiences a traumatic incident, they will be entitled to five days' paid leave at their base rate of pay subject to the requirements in this clause. The entitlement to paid leave will only apply where:
 - (i) The employee has sought counselling through V/Line's Employee Assistance Programme; or
 - (ii) The employee has sought counselling through a registered health practitioner of their choice and provides evidence of this to V/Line.
- (b) 'traumatic incident' is defined as any of the following:
 - (i) an incident resulting in the employee witnessing the death or near death of a person;
 - (ii) the employee being involved in a serious collision involving rolling stock; or
 - (iii) the employee is involved in a physical assault or a serious incident requiring police involvement

74 CONDUCTOR ROSTER CODE

74.1 Rostering & Rostering Committee/Consultations

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

74.2 Extra Shifts/Overtime

When the need arises to allocate overtime, conductors employed at the relevant location will receive the first offer for that overtime.

74.3 Rotations

Shift preceding an Employee's rostered day off must be rostered to conclude by 2359 hours.

74.4 Driving a company vehicle

- (a) The below arrangements are in addition to the provisions of clause 4.
- (b) Roster Committees may review late / early shifts that involve driving a company vehicle. Part of the review may involve a Risk Assessment of that relevant shift/roster.

74.5 Conductors Trip Allowances - Rest Jobs

- (a) Conductors undertaking a Rest Job be paid a 'trip allowance' set out in Table 7 of Schedule A of this Agreement as follows:
 - (i) where accommodation is not provided by V/Line, a bed allowance; and
 - (ii) meal allowances for each completed block of 8 hours between the time of signing on to the time of signing off at Home Depot. Blocks of time off of eight hours or less do not attract payment of a meal allowance.
- (b) Conductor 'trip allowances' are set out in Table 7 of Schedule A of this Agreement and are in lieu of any other allowance or travelling and incidental expense

74.6 Conductors Trip Allowances - Non Rest Jobs

When not rostered to work Rest Jobs, Conductors shall be paid an overtime meal allowance as specified in Table 7 of Schedule A of this Agreement where more than 10 hours are worked.

74.7 Minimum Time – Conductors' Rest Jobs

- (a) Conductors will, when rostered to work rest jobs, be credited with a minimum of eight hours for both the forward and return journeys which will count as separate shifts.
- (b) The lengths of these shifts, which includes additional duties and running trains, shall not be rostered to exceed 7 hours 30 minutes

74.8 Conductors' Interval Time

Where the time booked off during a Rest Job is less than eight hours, Conductors will be paid at the Ordinary Rate of Pay for all time booked off. Payments made under this clause do not overlap with the minimum eight hours payment made under clause 74.7 (i.e. double counting of hours involved is excluded).

74.9 Conductors Detention Away From Home Depot

Conductors who are booked off at a rest location and who do not sign on again to resume work within twenty hours of signing off from the forward trip, shall be credited for hours in excess of twenty to a maximum of eight hours at the Ordinary Rate of Pay for each twenty-four hour period they remain booked off. Calculation of the detention time under this clause does not commence earlier than the expiration of the minimum eight hour payment referred to in clause 74.8.

74.10 Time Allocations for Conductors

- (a) This clause contains current time allocations for the listed tasks performed by Conductors. New time allocations for additional tasks or new locations will be dealt with by time trials and verification by Conductor Roster Committee.
- (b) The time allocations in this clause must reflect the actual time taken to safely and adequately perform the relevant task.
- (c) The time allocations contained in this clause can be varied at a particular location by majority agreement of affected employees. Affected employees must be consulted regarding the proposed variation prior to a vote being held.

Code ID	Activity	Time allocated (Minutes)
A	SIGN ON - Check pigeon hole, notice board for relevant notices, etc.	3
C	COLLECT EQUIPMENT - Sign out cash bag, count float, Myki HHD, collect documentation, radio etc.	9
W9	WALK TIME – Southern Cross. POD to platforms	9
W12	WALK TIME – Regional Locations; Albury - From depot to platforms	12
W5	WALK TIME – Regional Locations; Geelong, Kyneton, Seymour, Bacchus Marsh - From depot to platforms	5
W4	WALK TIME – Regional Locations; Bendigo - From depot to platforms	4
W2	WALK TIME – Regional Locations; Bairnsdale, Ballarat, Shepparton, Traralgon - From depot to platforms	2
W1	WALK TIME – Regional Locations; Warrnambool - From depot to platforms	1
P10	PREPARATION REGIONS - (VLocity & Sprinter ONLY) Prepare & Equip Train, PA Announcement, Radio Test	10
P13	PREPARATION SOUTHERNCROSS - (VLocity & Sprinter ONLY) Prepare & Equip Train, Restock consumables, PA Announcement, Radio Test	13
P25	PREPARATION - (Loco Hauled ONLY) Prepare & Equip Train, PA Announcement, Radio Test, Door Test (Note: Train to dock to platform 25 min prior to departure)	25
G	Meet & Greet - (intent = time allocated for Conductors at originating locations (if applicable and required) to greet customers after other Preparation tasks have been completed)	5
H20	BUFFET Prepare & Set Up of Buffet (Note: Train to dock to platform 20 min prior to departure) Some locations will require additional walk time, to be verified by time trials and Roster Committee (RC)	20
H10	BUFFET At locations where Buffet is required to be set up prior to departure, an additional 10 minutes will be allocated. Applicable Locations and Rosters will be identified by V/Line	10
H12	BUFFET Unloading of Catering to Station Fridges – Albury	12
H6	BUFFET	6

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

PART 7 – GENERAL CONDITIONS OF EMPLOYMENT – LOCOMOTIVE OPERATING EMPLOYEES

75 APPLICATION

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

76 DRIVER ALL PURPOSE RATE

- 76.1 Except where provided otherwise, Drivers will be paid for all hours of work at the All Purpose Rate applicable to their classification.
- 76.2 The All Purpose Rate includes payment for the following:
- (a) Shift penalties;
 - (b) Annual Leave Loading;
 - (c) Four hours' overtime per fortnight;
 - (d) Historical conditions to which Locomotive Operating Employees were previously entitled under preceding enterprise agreements.

77 HOURS OF WORK

- 77.1 The hours of work for full-time Locomotive Operating Employees will be 80 hours in ten rostered shifts over a cycle of two weeks, comprising 76 hours plus 4 additional hours each fortnight.
- 77.2 Each rostered shift will be either rostered or paid for a minimum of eight hours.
- 77.3 The hours of work for part-time Locomotive Operating Employees will depend on local rotations but will be less than 80 hours per fortnight.
- 77.4 Employees shall make themselves available to work reasonable additional shifts/time outside of or within the daily and master roster allocations to ensure train running requirements are met.
- 77.5 **Maximum Shifts Rostered Per Fortnight**
- (a) No more than 10 active shifts of work will be rostered in any fortnightly pay period.
 - (b) Up to two additional full or part driving (active shifts) shifts may be worked per fortnight.
 - (c) Non safety critical shifts (e.g. continuation training, meetings, interviews etc.) will not count for the purposes of calculating active driving shifts per fortnight.

78 PENALTY RATES AND OVERTIME

78.1 Penalty rates

- (a) Locomotive Operating Employees will be entitled to payment of 1.2 of the All Purpose Rate for all time worked on Saturday or Sunday.
- (b) Any portion of the eight hour minimum shift not worked on a Saturday or Sunday shift will be paid at the All Purpose Rate only.

78.2 Overtime rates

- (a) Any time worked by a Locomotive Operating Employee in excess of eight per shift will be paid at 1.2 of the All Purpose Rate.
- (b) Locomotive Operating Employees who work an additional shift on an off-roster day will be entitled to payment at the rate of 1.2 of the All Purpose Rate for actual hours worked on those days.
- (c) Any portion of the eight hour minimum shift not worked on an additional shift will be paid at the All Purpose Rate only.

78.3 Banked excess hours

- (a) A Professional Locomotive Operating Grade Employee can nominate to bank any hours that would otherwise be paid at overtime rates ('**banked hours**'). Banked hours may be used in the following ways:
 - (i) As paid time off in conjunction with other leave entitlements, emergencies or other unforeseen circumstances, provided that such time off is taken on the basis of one hour off for each hour of overtime worked and banked, paid for the All Purpose Rate;
 - (ii) Salary sacrificed into a nominated superannuation fund; or
 - (iii) Paid out in one or more lump sums during the year.
- (b) Any banked hours not used per the above by 1 December of each year will be paid out in the first full pay period in December of that year.
- (c) Where an Employee does not nominate an alternative arrangement as outlined in this subclause, the hours worked will be paid in the fortnight in which they are worked.

79 PROFESSIONAL LOCOMOTIVE OPERATING GRADE RECRUITMENT

- 79.1 Locomotive Operating Employee recruitment may be advertised externally and/or internally.
- 79.2 All newly employed Professional Locomotive Operating Grade Employees will be new starts within the V/Line organisation.
- 79.3 Professional Locomotive Operating Grade Employees previously employed by the Public Transport Corporation will have seniority recognised should they qualify for employment. In all other respects they are to be treated as new starts to the organisation.
- 79.4 Computerised psychological testing will be used for the recruitment process including Victorian qualified Locomotive Drivers. The recruitment process for Victorian Qualified Locomotive Drivers will be under the following basis -
 - (a) V/Line will provide an introduction session to applicants which will be conducted prior to the applicant undertaking the assessment. This session will outline how to prepare for the assessment and provide experience on the computer based testing system.
 - (b) V/Line will provide a feedback session on request to unsuccessful applicants. This will provide details of the testing outcome and the benchmarks of the test that were not met and how this could possibly be remedied.

- (c) Applicants who do not meet the benchmark requirements will be offered the opportunity to re-sit the assessment after three months have elapsed.

80 ROSTERING AND ROSTERING COMMITTEE/CONSULTATIONS

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

80.2 Length of Shifts

- (a) Driver Only shifts will operate for up to 8 hours 29 min in duration containing a travel/dock/preparation at the commencement of the shift or a shunt and a stable/travel at the completion of a shift.
- (b) Driver Only shifts of 8 hours or less are not required to have a travel/dock/preparation at the commencement of the shift or a shunt and a stable/travel at the completion of a shift.
- (c) Shifts with a Locomotive Operating Employee and an appropriately qualified Locomotive Operating Employee acting as a second person will operate for up to 9 hours in duration.
- (d) Shifts with two qualified Locomotive Operating Employees can operate up to 11 hours in duration.

80.3 Black Hole Shifts

- (a) Shifts rostered to finish between 01:00hrs and 05:00hrs will be a maximum of 6 hours where that shift includes driving timetabled revenue services.
- (b) Any shift that involves driving a timetabled train departure (excludes time required for sign on; preparation etc. duties) from one location/station for another station/location, and the timetabled departure time is between 0100 hours and 0500 hours, will also be limited to 6 hours.
- (c) For the avoidance of doubt, a shift that only contains train preparations, local moves for the purpose of maintenance or provisioning and other rostered activity that is not driving timetabled revenue services or empty car moves to/from Southern Cross Yard to/from regional depots is not limited by this clause.

80.4 Meal Breaks

- (a) V/Line shall roster Locomotive Grade Employees a meal break of at least 20 minutes duration (with the addition of walking times to and from the meal facility except where the meal facility is on the arrival platform). The meal break will be rostered to commence between the 3rd and the 5th hour of shift.
- (b) In the event a rostered meal break is unable to be taken (i.e. due to late running or unplanned disruptions) the Locomotive Grade Employee shall be paid a wasted meal allowance as per Table 6 of Schedule A of this Agreement.
- (c) A Locomotive Operating Employee who is required to work for more than 2 hours beyond the rostered end of their shift (subject to a minimum of 10 hours on duty) will be paid a wasted meal allowance as set out in Table 6 of Schedule A of this Agreement.

80.5 Amenities

- (a) Shared meal facilities are to be equipped with hot and cold running water, microwave, toaster/griller, ice machine, refrigerator, table and chairs, hand washing facilities, heating and cooling and notice boards.
- (b) The meal room capacity is governed by the seating capacity and preference will be given to Employees who are on a rostered meal break.
- (c) Separate male and female staff toilets are to be supplied unless alternative local arrangements are agreed.
- (d) New meal facilities are subject to installation of all of the listed items above, and must be divided from toilet and work areas.

80.6 Interval of Rest between Shifts

- (a) This clause does not apply to Rest Jobs.
- (b) A Driver must be provided with 11 consecutive hours off duty between shifts.
- (c) For non-driving shifts (e.g. continuation training, meeting, interviews) the rostering interval between shifts may be reduced to ten hours.

80.7 Developing Rotations

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

80.8 Alterations of Rotations

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

80.9 Public Holiday Conversion Rosters

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

80.10 Roster Rotations (Southern Cross)

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

80.11 Release of Delegates

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

80.12 OHS & Employee Representative Facility

Driver Employee and OHS Representatives are currently provided with an office in the Old 1 Box with access to communications and internet facilities. Any change to the office location

of the Driver Employee and OHS Representative Office will only occur by agreement between V/Line and the Locomotive Division of the RTBU.

80.13 Establishment of New Country Depots

- (a) During the life of this Agreement other new country depots may be established.

81 ALTERATIONS TO ORIGINAL SIGN ON TIME

81.1 Home Depot

- (a) In altering the daily roster, V/Line may be required to change a Locomotive Operating Employee's sign-on time to within a two hour span either side of the original sign-on time, in accordance with the posting of daily rosters.
- (b) The two hour time span may be exceeded by agreement with an individual Locomotive Operating Employee where it does not contravene this Agreement.

81.2 Rest Location

Where a Locomotive Operating Employee is at rest, alterations to sign on time will be kept to a minimum. If the original sign-on time adjusted to a later time, the Locomotive Operating Employee will be paid from the original sign-on time until sign-off time at the end of the shift.

81.3 Interval between Shifts – Rest Jobs

- (a) Rotations will be developed so that the interval between shifts on a Rest Job will be no less than eight hours and no more than 12 hours.
- (b) Where a Locomotive Operating Employee is booked off in excess of 12 hours, those excess hours will be paid at the All Purpose Rate, which is a stand alone payment. The calculation of the excess hours does not commence earlier than the expiration of the minimum 8 hour payment referred to in clause 81.4.
- (c) Where a Locomotive Operating Employee is booked off for less than eight hours during a Rest Job, the interval between signing off and signing back on will be paid at the All Purpose Rate.
- (d) The entire Rest Job will be regarded as two shifts for the purposes of clause 77.5 where either of these rest interval payments apply.

81.4 Rostered Hours When Going To Rest

No Rest Job will involve more than eight hours in terms of rostered times and a minimum payment of eight hours for each leg will apply. Each leg will count as a shift for the purposes of clause 77.5.

82 CLASSIFICATIONS

- 82.1 Locomotive Operating Employee 1 (Trainee new start) is a new start Trainee Driver.
- 82.2 Locomotive Operating Employee 2 (Trainee qualified stage 3) means a Trainee Driver who has successfully completed all necessary training and evaluation and is authorised as proficient to perform second person duties as required.
- 82.3 Locomotive Operating Employee 3 (Trainee 12 months) means a Trainee Driver who has completed 12 months successful training with the driver training scheme.
- 82.4 Locomotive Operating Employee 5 (V/Line) means a Driver who has successfully completed the V/Line driver training course and is appointed to perform driving or second person duties.

- 82.5 Practical Driver Trainer (PDT) is an appointed position and means a Driver who delivers directed or structured instructions and on the job training for Trainee Drivers and locomotive drivers.
- 82.6 Regional Driver Supervisor (RDS) means a qualified V/Line Driver who supervise day to day operations and line management activities at nominated depots. This includes but is not limited to; driver audits, supervision of allocated Drivers, attendance management, return to work coordination, and investigations.
- 82.7 Driver Training and Compliance Officer (DTCO) means a qualified V/Line Driver who develops and delivers both classroom & practical training modules, develops the core Driver training course material and other relevant training programmes including continuation and training for new infrastructure, conducts audits, assessments, training, investigations and operational return to work programs to ensure crew maintain competencies and safety standards. The DTCO will work with the Learning & Development area to identify areas for improvements and develop options to achieve these outcomes.
- 82.8 Driver Compliance Officer (DCO) means a Qualified V/line Driver who conducts audits, assessments, training, investigations and operational return to work programs to ensure crew maintain competencies and safety standards. The DCO will work with the Learning & Development area to identify areas for improvements and develop options to achieve this.
- 82.9 DTCOs are required to fulfil all aspects of this role. Individuals appointed to these positions will rotate through a roster including weekends as agreed between the Employees affected.
- 82.10 DCOs, DTCOs and RDSs:
- (a) Are required to drive trains no less than ten shifts per calendar year rostered, to be completed in two blocks of five days. These shifts will be full rostered shifts and not rostered part appointed duties and part-shift driving duties.
 - (b) In addition to the normal ten rostered annual shifts, can undertake the following train movements:
 - (i) Where a Driver fails to report and a DCO, DTCO or RDS is travelling they may complete the one way journey.
 - (ii) Where the DCO, DTCO or RDS is present at a location which is incurring major delays due to a serious incident and no Driver is in position or available at the location to move the train the DCO, DTCO or RDS may render assistance in circumstances that would significantly reduce delays and assist in the service recovery process.
 - (iii) Where short notice non-attendance occurs and an DCO, DTCO or RDS can prevent a cancellation by running the train.
 - (iv) May be used to drive trains at times of extreme Driver shortages.
 - (c) Have the following additional roles and responsibilities -
 - (i) Upon successful completion of a Certificate IV in Training and Assessment the DCO, DTCO or RDS may undertake the following duties:
 - (A) Conduct Driver/Trainee Driver audits, assessments and training.
 - (B) Participate in investigations or represent the company as subject matter experts for internal/external inquiries.

- (C) Develop and maintain return to work programs.
- (D) Develop training, audit and assessment tools to ensure continual improvements and Driver competency/safety standards.
- (d) Eligible candidates for the role of a DCO, DTCO or RDS will be based on suitability and a current qualification having completed the V/Line Driver Training Scheme as set out in this Agreement. Minimum requirement for candidates is two years of train driving experience with V/Line.
- (e) When a DCO, DTCO or RDS wishes to resign from their appointment, this must be done in writing to their relevant manager together with a request to return to Locomotive Operating Employee duties if desired. After the company has undertaken the recruitment and placement of a suitable candidate, the Employee will be returned to the role of Locomotive Operating Employee.
- (f) When an individual is being managed through the Counselling & Disciplinary process clause 82.10(e) may not apply.
- (g) DCO & DTDO will be located in Melbourne and any proposed changes to the location will be subject to consultation.

83 SECONDMENT

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

84 JOB SHARE

- 84.1 V/Line Locomotive Operating Employees who are permanently located at depots may voluntarily apply to participate in a program of job sharing.
- 84.2 Where two Locomotive Operating Employees agree to job share at the same depot, one will vacate their rostered position and share the full-time rostered position of the other.
- 84.3 Where two Employees of the same grade job share the position, local arrangements will apply as required.

84.4 Job Share – Practical Driver Trainers

- (a) From 1 June 2016 (unless previously noted in an Employee's letter of offer) the following will apply, subject to V/Line's agreement:
 - (i) Where possible the PDT should attempt to find another PDT at that location to job share with.
 - (ii) If that is not possible then the PDT can job share with a V/Line Locomotive Operating Employee 5 on the following basis:
 - (A) Both employees retire from their current position;
 - (B) Both employees will be re-employed at the V/Line Locomotive Operating Employee 5 All Purpose Rate;
 - (C) The PDT can make themselves available for PDT work during the weeks they are at work. This will need to be confirmed for each "period" of work and be done at least 7 days in advance of return to work.

- (D) For days they have made themselves “available” they will be utilised as required and paid at the PDT rate (regardless of whether they actually perform the role).
- (E) If after making themselves available they decline the work rostered by the PDT roster co-ordinator they will not be paid the PDT rate for that day/period.
- (F) To retain the opportunity to perform the PDT role the qualified PDT on job share will need to make themselves available at least 4 weeks in every 6 month period.
- (G) The qualified PDT on job share will complete a timesheet for all days they are claiming PDT rate.
- (H) V/Line will recruit to the vacated permanent PDT role.
- (iii) All future PDT appointments will be done on the basis that if they then request job share they will not retain any right to PDT work unless this job share is with another PDT or V/Line agrees to utilise them in a similar way as above.

85 PART-TIME

- 85.1 Part-time Locomotive Operating Employees are those who work a regular pattern of hours which are less than 80 hours a fortnight.
- 85.2 Before commencing part-time employment the hours of work are to be agreed between V/Line and the Locomotive Operating Employee.
- 85.3 The hours of work will be for a specific number of shifts according to a roster.
- 85.4 The part-time Locomotive Operating Employee works to a roster and the days or time of work may be subsequently varied according to the needs of V/Line, however the Driver must agree to any increase in their agreed hours.
- 85.5 The terms of this Part in relation to leave entitlements apply pro rata to part-time Locomotive Operating Employees.
- 85.6 Guarantee provisions apply to part-time Professional Locomotive Operating Grade Employees which is the agreed roster.
- 85.7 Part-time Locomotive Operating Employees who are rostered to work on a public holiday but who are not required to work that day are to be paid for the hours that they were rostered as per guarantee and receive a public holiday credit.
- 85.8 All other terms will be in accordance with the V/Line part-time arrangements.

86 MEDICAL ATTENDANCE

- 86.1 This procedure covers medical assessments for Locomotive Operating Employees required to meet the medical standards under the Code of Practice, Health Assessment of Rail Safety Workers.
- 86.2 Where a blood test requires the Locomotive Operating Employee to fast, an overall payment of 11 hours is to be made to the Locomotive Operating Employee who satisfactorily completes the blood test phase of the medical examination, which includes time attending the test. This payment is to stand-alone and be deemed a non-driving shift.
- 86.3 Payments for fasting are limited to each principal medical examination. Any follow up

examination associated with the results from the principal examination that requires fasting will be in the Driver's own time and attract no payment. This excludes situations where the above follow up examination is required through no fault of the Locomotive Operating Employee.

- 86.4 Payment for attendance at medicals and any subsequent follow-up medical fitness examination is to be rostered by V/Line and the time is to be paid at the appropriate Professional Locomotive Operating Grade rate. Where practicable the Locomotive Operating Employees is to attend work.
- 86.5 If, during the life of this Agreement, Locomotive Operating Employees are no longer required by the National Standard for Health Assessment of Rail Safety Workers to undertake fasting prior to a medical examination, any payments for time spent fasting will cease.
- 86.6 For the avoidance of doubt, if the requirement to fast is withdrawn, Category 1 Rail Safety Workers will continue to be paid for time in attendance at rail safety medical examinations.

87 GUARANTEE

- 87.1 A full-time Locomotive Operating Employee who is ready, willing and able for all work offering (in accordance with this Agreement) is guaranteed 80 hours payment for the 10 rostered shifts on the master roster each fortnight. In the case of permanent part-time Professional Locomotive Operating Grade Employees the guaranteed payment in each fortnight will be their agreed fortnightly hours.
- 87.2 All time on duty in the 10 rostered shifts (including sick and other paid leave days taken in lieu of work days) on the master roster counts towards the guarantee of 8 hours per shift.
- 87.3 The guarantee will be withdrawn during any fortnight that an Employee is not available for all work offering in accordance with the Guarantee in clause 87.1. During that fortnight the Locomotive Operating Employees will be paid only for the actual hours worked.
- 87.4 Where a Locomotive Operating Employee calls in sick within 24 hours of the sign on time on an Off Rostered day where he/she had been rostered to work, sick leave will be paid at the All Purpose Rate when a medical certificate is supplied.
- 87.5 Where Professional Locomotive Operating Grade Employees are not required for rostered duty or any of the 10 rostered shifts for the fortnight (e.g. due to a reduction in services on public holidays) and no alternative duty is likely to become available then staff are to be notified as soon as possible. The guaranteed fortnightly hours remain intact and the cancelled shift retains its status as one of the rostered 10 shifts.

88 EQUALISATION OF ADDITIONAL WORK

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

89 EXCHANGE OF SHIFTS

- 89.1 An exchange of shift between Locomotive Operating Employees will be permitted subject to the provisions of this Agreement and fatigue management requirements being adhered to and the exchange of shifts approved.
- 89.2 A Locomotive Operating Employee may request one or more days off duty without loss of pay providing he/she works another shift/s during the current pay period when mutually agreeable or alternatively, accepts a reduction from ordinary hours in the current pay period.
- 89.3 Where a part-time Driver exchanges a shift, their roster and guarantee for the fortnight will be amended to reflect the exchange.

90 TIMESHEETS

- 90.1 Time sheets must be submitted, where required, by all Locomotive Operating Employees showing hours of work and full details of tasks carried out during each individual shift. Timesheets must be submitted when claiming anything other than rostered hours.
- 90.2 In the case of "overtime shifts worked, Locomotive Operating Employees must indicate whether the hours are to be paid or banked.

91 REPORTING BACK FOR DUTY

- 91.1 When reporting back for duty, Locomotive Operating Employees will advise the roster clerk of their availability prior to 1100 hours on Saturday, Sunday or Monday and 1400 hours on other days.
- 91.2 When reporting back from personal leave, if an illness/ailment has required an absence from duty for only that day the Locomotive Operating Employees may report back on that same day.

92 REDEPLOYMENT DUE TO MEDICAL REASONS

- 92.1 Where an Employee is not able to meet the inherent requirements of their substantive role due to medical reasons, the following procedure will apply:
 - (a) The employee will be considered for any available alternative roles within V/Line for which they are appropriately qualified and competent.
 - (b) Where any such role is found, the employee will be considered for the role subject to a merit-based recruitment process.
- 92.2 Where an employee is redeployed, V/Line will maintain the employee's rate of pay at their previous classification for a period of three months. After this period, the employee will be paid in accordance with this Agreement.
- 92.3 The above redeployment conditions are subject to the medical fitness of the affected employee, as determined by the Rail Chief Medical Doctor and subject to the acceptance/agreement of the affected employee.
- 92.4 Nothing in this clause will require V/Line to create a role for the purposes of applying the procedure in subclause 92.1.

93 MULTIPLE SINGLE CORRIDOR RUNNING

- 93.1 The parties agree that two return runs may be rostered on the same corridor to the following locations:

- (a) Waurin Ponds* / Melbourne (*may include an additional station which is approximately 5km and no more than 7km beyond the current station at Waurin Ponds.)
- (b) Bacchus Marsh / Melbourne

93.2 This rostering may be altered by agreement between the parties (depots involved).

94 PUBLIC HOLIDAYS

- 94.1 Payment for public holiday penalties is included in the All Purpose Rate.
- 94.2 The provisions of this clause do not apply to Locomotive Trainee New (Locomotive Driver 1) listed in Table 6 of Schedule A of this Agreement. The provisions of clause 39 apply instead.
- 94.3 Locomotive Operating Employees may be required to work any of the public holidays prescribed in this clause unless they have reasonable grounds for refusal. Employees will be given two weeks' notice of a requirement to work a public holiday. This 'holiday conversion roster' shall reflect Driver requirements for the nominated holiday. Drivers who are rostered to work a public holiday but not required to do so shall be advised and unless operational requirements change they will be treated as per Option 2 in the table below in clause 94.1010.

Working on a Public Holiday

- 94.4 Subject to clause 94.6 and 94.7, if a Locomotive Operating Employee works on one of the nominated days listed in clause 94.5, then they will receive:
 - (a) payment for the actual hours worked on the public holiday at 1.2 times the All Purpose Rate, with all hours counting towards their ordinary hours/shifts for the fortnight; and
 - (b) if their shift commences on the public holiday, an additional credit of eight hours may be banked or paid at the Employee's discretion.
- 94.5 The recognised public holidays (as at the commencement of the Agreement) for Locomotive Operating Employees and the benefits under this clause are as follows:
 - (a) New Year's Day
 - (b) Australia Day
 - (c) Labour Day
 - (d) Good Friday
 - (e) Saturday before Easter Sunday
 - (f) Easter Sunday
 - (g) Easter Monday
 - (h) Anzac Day
 - (i) Queen's Birthday
 - (j) Friday before the AFL Grand Final
 - (k) Melbourne Cup
 - (l) Christmas Day
 - (m) Boxing Day

- 94.6 Where one of the above listed days falls on a Saturday or Sunday, the public holiday and associated penalties will apply on the actual day of the holiday (being on Saturday or Sunday) and no public holiday or penalties or benefits will be recognised for any gazetted substituted or additional public holiday. To be clear, this applies regardless of whether the weekend public holiday is substituted for a week day in lieu (as usually occurs with Christmas Day and Australia Day), or whether an extra public holiday is given in addition to the weekend public holiday (which usually occurs for Boxing Day and New Years Day).
- 94.7 Subject to clause 94.6, if the Victorian Government introduces additional public holidays or reduces the number of public holidays, then that public holiday will be added or subtracted from the list set out in clause 94.5.

Rostered off on Public Holidays

- 94.8 If an Employee is not required to work a public holiday that falls on an Off Roster day, they will receive an eight banked hours (as per Option 4 below) unless:
- (a) The Employee is on paid or unpaid leave over the period in which the public holiday falls; or
 - (b) The Employee is absent for any reason on their shift immediately prior to or after the public holiday; or
 - (c) The Employee is on personal/carer's leave and they produce a valid medical certificate for all personal leave taken immediately prior to and/or after the public holiday which establishes that the Employee was available and fit to perform their duties on the public holiday.
- 94.9 The current practice where a Public Holiday recognised by this clause falls during a period in which a Locomotive Operating Employee is absent on paid leave will continue.
- 94.10 Summary Table

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

95 ANNUAL LEAVE

- 95.1 Locomotive Operating Employees shall be entitled to five weeks paid annual leave for each year of service, exclusive of any public holidays that occur during the period of annual leave for each year of service, which shall be paid separately.
- 95.2 Accrued annual leave is to be paid at the All Purpose Rate.

- 95.3 Where a Locomotive Operating Employee has accrued in excess of ten weeks annual leave, V/Line may direct the Locomotive Operating Employee to take up to 25% of the leave owing at the time the direction is given.
- 95.4 Where a direction to take annual leave is given, Locomotive Operating Employees shall be provided, wherever it is practicable to do so, with one months' notice of the date on which annual leave is to commence.

96 PERSONAL/CARER'S LEAVE

Personal/carer's leave for Locomotive Operating Employees will be paid at the All Purpose Rate provided all notice and supporting evidence requirements set out in this Agreement are met.

97 TRAINING

97.1 V/Line Locomotive Driver training scheme

- (a) All Locomotive Operating Employee will be trained in accordance with the V/Line locomotive driver training scheme to the Certificate IV level in line with the Australian Qualification Training Framework and an additional 7 units of competency to qualify as a V/Line Locomotive Driver (together the V/Line Training Scheme).
- (b) It is acknowledged that additional training will be required including required traction types and route training as referenced below.
- (c) The V/Line Locomotive Driver Training course requires all categories of Locomotive Drivers to learn all V/Line rolling stock in service.
- (d) While undertaking training, a Trainee Driver may be temporarily transferred to an alternative depot for a period of up to four weeks. V/Line will, where possible, cluster together booked off days during any temporary transfer in excess of two weeks.

97.2 Recognition of prior learning (RPL) and credit transfer (CT)

- (a) V/Line will recognise competencies for new Locomotive Drivers where the employee has completed prior training in accordance with the following:
- (b) The Driver has driven over V/Line tracks with other Victorian Rail Enterprise(s) and is qualified by other Victorian Rail Enterprise(s) to drive on V/Line routes.
- (c) The Driver holds a current Victorian safe working competency relevant to the V/Line network and areas of operation.
- (d) The Driver is qualified by an RTO for Victorian Rail Signalling and Victorian Special Instructions.
- (e) Additional training will be recognised as an equivalency to the V/Line Training Scheme by V/Line's RTO subject to:
 - (i) an evaluation conducted on a case-by-case basis;
 - (ii) the Driver complies with at least one form of prior training as set out in clauses (b), (c) and (d) above;
 - (iii) the Driver provides V/Line with records of prior training as set out in clauses (b), (c) and (d) above; and
 - (iv) the Driver provides V/Line with records of the Driver's safe work history or provides V/Line with an authority for V/Line to obtain those records.

- (f) Where V/Line recognises a training competency in accordance with this clause, the employee will be credited with RPL/CT and not be required to complete equivalent training for that RPL/CT with V/Line and the length of the employee's training plan will be reduced accordingly.

97.3 Failure to meet requirements

- (a) Where a trainee driver fails to complete a relevant stage assessment during their training, V/Line will conduct an assessment of their employment. As part of this assessment, mitigating circumstances relevant to that trainee driver will be considered.
- (b) If a reasonable basis for the trainee driver's failure of the stage assessment cannot be established, a 'strike' will be recorded against them in relation to the training program.
- (c) Where a third 'strike' is received, V/Line may elect to terminate their traineeship and/or employment.
- (d) Where it is apparent that the trainee driver will be unable to complete the driver training program due to extremely poor assessment results or unsatisfactory progress through the training program, V/Line may elect to terminate their traineeship and/or employment without the provision of a 'strike'.

97.4 Delay and Payment

- (a) V/Line will take all reasonable steps to ensure that Trainee Drivers can complete the V/Line Training Scheme as soon as possible in accordance with clause 97.6.
- (b) If due to no fault of the Trainee Driver, the Trainee Driver cannot complete the V/Line Training Scheme within the timeframes in clause 97.6, V/Line will, once all the criteria are met, back pay the Trainee Driver for period between 78 weeks for a Trainee Driver at Southern Cross or 50 weeks for Trainee Driver at a Regional Depot and the date of full qualification at the Professional Qualified Locomotive Driver classification rate of pay.
- (c) The Trainee Driver will not progress to the rates of pay and conditions of Professional Qualified Locomotive Driver after 78 weeks for a Trainee Driver at Southern Cross or 50 weeks for Trainee Driver at a Regional Depot if the Trainee Driver has not met the relevant competency requirements because of the Employee's attendance, the Employee's competency performance and/or the Employee's safe working related performance.

97.5 Route Knowledge

- (a) V/Line will ensure Locomotive Drivers are appropriately trained on required routes to meet roster requirements.
- (b) V/Line will provide appropriate training for Locomotive Drivers on changes to infrastructure on existing routes and new assets as determined through a risk assessment process. The risk assessment will involve two experienced drivers who are employee representatives, two V/Line Managers, a Signal Sighting Representative, a Practical Driver Trainer and a DTCO (the Driver Training Working Committee).
- (c) The Driver Training Working Committee will provide an agreed recommendation to V/Line on the minimum training requirements including any restriction on day or night time training. Where agreement cannot be reached on the content of the recommendation, the matter will be referred to the General Manager Train Services

and the Divisional Secretary of the Locomotive Division for joint resolution.

- (d) V/Line will provide training to Locomotive Drivers in accordance with the outcome of the process contained in subclause 97.5(c).
- (e) Recommended learning tools will include but shall not be limited to the following:
 - (i) Safe working circular;
 - (ii) Site inspection/walkthrough;
 - (iii) Driver simulator or real life footage of narrated by a Practical Driver Trainer;
 - (iv) Route learning videos;
 - (v) Route maps;
 - (vi) Computer Generated Imagery (CGI);
 - (vii) Simulation on service trains including physical observation of tracks; and
 - (viii) Practical Driver Trainer, Driver Compliance Officer, Driver Training & Development Officer and RDS assisted learning.
 - (ix) Individual Drivers may request additional training on a case by case basis and V/Line will accommodate this as appropriate.
 - (x) The role of simulators and CGI in route knowledge or briefings shall be comparable to the quality of imagery available to V/Line.

97.6 Training timeframes

- (a) Locomotive Operating Employee training will be conducted using the conversion training provisions contained in the table below.
- (b) Driver training will be undertaken in the timeframes set out in this clause.
- (c) The timeframes below can be shortened where deemed appropriate by V/Line's RTO using the RPL/CT process outlined in this clause.

Driver Training Plans	Training Time (in Weeks)
Trainee Driver Training Plan SCS-Regional Centres	73
Trainee Driver Training Plan for Regional Depot Traralgon	48
Trainee Driver Training Plan for Regional Depot Geelong	48
Trainee Driver Training Plan for Regional Depot Ballarat	48
Trainee Driver Training Plan for Regional Depot Bendigo	48
Trainee Driver Training Plan for Regional Depot Seymour	48
Trainee Driver Training Plan for Regional Depot Albury	48
<i>Previous Diesel Qualified Current Conversion Driver Training Plan</i>	
Previous Vic Diesel Qualified Vic Suburban Driver SCS-Regional Centres Conversion Training Plan	29.4
Previous Vic Diesel Qualified Vic Suburban Driver Regional Depot Conversion Training Plan	20.3
Vic Freight Locomotive Operating Employee SCS-Regional Centres Conversion Training Plan	21.4
Vic Freight Locomotive Operating Employee Regional Depot Conversion Training Plan	11.4
<i>Non-Diesel Qualified Current Conversion Driver Training Plan</i>	
Non-Diesel Qualified Vic Suburban driver SCS-Regional Centres Conversion Training Plan	40.4
Non-Diesel Qualified Qualification Vic Suburban Driver Regional Depot Conversation Training Plan	26

- (d) Initial training on routes will take place over a period of four weeks, except where due to RPL a successful assessment can be completed in a shorter period.
- (e) A driver may not operate traction or drive on a route which they have not received training under this clause in relation to.
- (f) Any new traction type that enters service with V/Line will have a training timeframe as agreed between V/Line and the RTBU. If no agreement can be reached, the training timeframe for a VLocity will be used.

97.7 Continuation and Other Training at Alternative Locations

- (a) Ongoing continuation training for qualified Locomotive Drivers will be conducted using the continuation training provisions contained in the V/Line Locomotive Driver training scheme.
- (b) Continuation training is the revision of the Locomotive Driver qualification that also includes any changes to safe working procedures. Other training means the continued professional development of Locomotive Drivers that covers non-core technical skills required to perform the inherent requirement of the Locomotive Drivers role.
- (c) Driver Continuation Training will be rostered during ordinary hours and be comprised of two full shifts of up to sixteen hours per annum per Employee. Driver Continuation Training may be increased dependent upon the needs of V/Line and the Employee's development needs.
- (d) Continuation and other training will be arranged to take place at locations within the Driver's region where possible.

98 TRAUMA LEAVE

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

99 TEMPORARY TRANSFER/RELIEVING

99.1 Guidelines for allocation for temporary transfer relieving at Southern Cross Depot

- (a) Locomotive Operating Employees will be allocated to temporary transfer for no longer than periods of 2 weeks in any one location.
- (b) Locomotive Operating Employees travelling to a temporary transfer location may claim the travel time as a stand-alone payment that does not count for shift purposes.
- (c) Locomotive Operating Employees may work at Southern Cross Depot as required for the first part of their shift and travel to their temporary location and claim the hours as a shift.
- (d) Locomotive Operating Employees that volunteer for temporary transfer will be allocated a number which will not change unless a Locomotive Operating Employee above on the list leaves, in which case the numbers will be adjusted.

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

99.2 Temporary Day Relief for Locomotive Operating Employees

- (a) Locomotive Operating Employees who wish to volunteer to relieve at locations other than their home depot can do so by placing their name on a volunteer list. The list of volunteers will be maintained by V/Line.
- (b) Any distribution of relief work will be equitable amongst the volunteers.
- (c) Unless the volunteer list has been exhausted an Employee on temporary day relief is not permitted to work two consecutive relieving shifts due to possible fatigue factors. If the list has been exhausted the next relevant Employee in order may be asked to relieve and do so by agreement.
- (d) When an Employee works at alternate depots the travel time will be paid, but not be included in the shift length. This may entail a shift length of eight hours and 29 minutes, with travel time calculated over and above the rostered shift length as a stand alone payment.
- (e) Employees that work at alternate depots will be paid a wasted meal allowance for each shift at the alternate depot.
- (f) Employees that relieve at an alternate depot will have;
 - (i) the payment for travel time calculated from the Employee's Home Depot;

and

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

99.3 Travelling and incidental expenses

Locomotive Operating Employees who work away from their home depot and are required to reside away from home on temporary transfer shall be paid travelling and incidental expenses (**T&I**) as set out in Table 6 of Schedule A of this Agreement.

T&I allowances shall not be paid to Locomotive Operating Employees unless they commence travelling from their Home Depot earlier than the time specified in the second column below and/or do not return until after the time specified in the third column below. No allowance shall be paid where the absence from Home Depot is under three hours or for a bed when a bed is not reasonably required.

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

99.4 Transfer allowances

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

100 DAILY ROSTERS

- 100.1 Daily rosters shall, as far as practicable, be available not later than 1400 hours on weekdays and 1200 hours on Saturdays. Saturday rosters shall include Sunday and Monday shifts.
- 100.2 Employees completing a shift prior to 1400 hours on weekdays or 1200 hours Saturday shall be advised by V/Line, or by roster, of their next shift prior to ceasing duty where practicable.
- 100.3 Notifications may be made by a telephone call to the Employees concerned at their place of residence or accommodation.

101 MANAGEMENT OF SAFE WORKING INCIDENTS

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

102 DRIVER ADVISORY SYSTEM

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

103 V/LINE FAULT DEFERMENT PROCEDURE

Repairs for non-safety critical faults identified in V/Line traction may be deferred for a maximum of 72 hours after the issue is reported. After this period elapses, repairs must be completed for the vehicle to re-enter service. Items in fault deferment procedure will be as currently agreed at the date this Agreement is made, with any changes requiring agreement between V/Line and the RTBU. A booklet containing the Fault Deferment Procedure OPWI-273 (9 August 2019) will be provided in the cab of all V/Line traction.

104 TIME ALLOCATIONS FOR LOCOMOTIVE OPERATING EMPLOYEES

- 104.1 This clause contains current time allocations for the listed tasks performed by Drivers. New time allocations for additional tasks or new locations will be dealt with by time trials and verification by V/Line management.
- 104.2 The time allocations in this clause must reflect the actual time taken to safely and adequately perform the relevant task.
- 104.3 V/Line or the RTBU may require a joint review of a current time allocations to be undertaken by the Joint Working Party comprised of two representatives of V/Line and two representatives of the Locomotive Division of the RTBU in any of the following circumstances:
- (a) There is a change to local conditions that affects the performance of a task contained in this clause; or
 - (b) There is a change or alteration to a task, introduction of new tasks or change or alteration to the elements of a task which may affect the time taken to perform it.
- 104.4 Any changes to current time allocations for the listed tasks performed by Drivers will require agreement by the Joint Working Party, which must not be unreasonably withheld. Agreement will be unreasonably withheld if a reasonable person would consider there is no proper basis to withhold agreement.
- 104.5 When agreement is reached on a change to listed tasks performed by Drivers as set out in this clause, that agreement will be recorded in writing and the relevant time allocations set out in this clause will be replaced by the new agreed times as from the commencement of the next revised master roster change.
- 104.6 The time allocations at the time this agreement is made are as follows:

Activity	Time allocated
Sign On and Travel	
Sign On: (All inclusive: peruse notice-cases, email, rosters and collect radio)	10 min
Sign Off: (All inclusive: hand in radio. submit time sheet, peruse roster)	5 min
Relieve at platform	5 min
Sign-On and relieve at platform	15 min
Sign-On at Spencer Street per suburban to North Melbourne and walk to South Dynon Yard	55 min

Where Sign-On is NOT at platform	add applicable walking time (below)
Sign-On and travel per motor vehicle – Country Depots	15 min
Sign-On and travel per motor vehicle – SCS Depot	20 min
Walking Times	
Depot to platforms	10 min
Depot to Bank sidings	12 min
Depot to Car Sidings	5 min
Nth Melbourne to Arden St / Melbourne Yard / Storage Yard	16 min
Nth Melbourne to Dynon	15 min
Traralgon depot up end C siding	10 min
Traralgon depot to departure platform up end	7 min
Traralgon depot to departure platform [down end]	8 min
Traralgon yard shunt VLocity/Sprinter ex platform to Mafra/C siding	10 min
Traralgon shunt VLocity/Sprinter ex platform to No.3 Road /'L'Siding / Fuel Point Road	18 min
Traralgon Locomotive haul pass train run around and shunt	45 min
Melbourne arrival yard to depot	10 min
Maddingly arrival yard to yard amenities building	10 min
Wyndham Vale yard to yard amenities building	10 min
NOTE: These times (walking times) are to be subject of review and agreement between the parties.	
Loco Haul Train Preparation #	
Second-person prepare Passenger train - 3-5 vehicle sets plus 2 minutes each additional vehicle	10 min
# Where NO train Examiner is provided or if a Train Examiner is provided the second-person is to carry out the train prep during the brake test.	
Brake Tests as per Air Brake Rules Circular 0.211/93	
Time shown is the minimum time allowed for examination and testing after the locomotive is coupled to a train and the air is put through.	

Full Examinations (FX1 with one Train Exam or FX2 with Driver and 2nd-person.)		
1.5 mins for each bogie vehicle in the consist of the train.		
FX2 (Driver Only)		
2.4 mins. for each bogie vehicle in the consist of the train, plus 6 mins. to carry out Cab Unattended Procedure.		
MX Examination (passenger trains) Where the second-person of a train operated by a Driver and Second-person is to conduct the examination: 3 mins.		
Driver of Driver Only train:		
5 mins plus 6 mins Cab Unattended Procedure.		
Loco Procedures (incl. D.O times)	Two-person crew	Driver Only
Start locomotive	10 min	10 min
Prepare locomotive	20 min	35 min
Stable locomotive	10 min	10 min
Stable and shutdown locomotive	15 min	20 min
Full start-up and prep.	30 min	45 min
Take or Verify Train Orders	-	5 min
Change-over on Passenger trains	-	2 min
Cab unattended Procedure	-	6 min
V/Line Locomotive		
Time from train arrival till loco available to precede to South Dynon	As Timetabled	
Time from Spencer Street Yard to South Dynon Loco depot	As Timetabled	
Time to fuel loco	20 mins	
Time to reblock loco	20 mins	
Provisioning and dewatering toilets at Wash Shed	20 mins	
Time to wash loco	20 mins	
Time from South Dynon loco depot to Spencer Street Yard	As Timetabled	
Total time for whole operation	As Timetabled plus additional tasks as listed	
Stabling Of Passenger Trains		

3-5 vehicle sets plus 2 minutes each additional vehicle	10 min*
Book of Rules and Operating Procedures 1994, Page 12-7, Rule 9 (c), plus HEP switch-off and shutdown procedure *Plus applicable Shunting time	
Time Allowance To Change Ends	
Push-Pull with 6 car "H" set	10 mins
On a Driver Only locomotive	5 min
On a Two Person locomotive	3 mins
Fuelling Locomotives	
Fuel locomotive – Y class	15 min
Fuel locomotive – all other classes	20 mins
Couple and/or uncouple locomotives	10mins for two locos 10mins for each additional loco
Fuelling Sprinters	
20mins per sprinter (includes filling toilet water tank, fill washer bottles and wash windows.	
Fuelling VLocity's	
The interim fuelling times at Bendigo are as follows:	
Two Car VLocity	37 mins
Three Car VLocity	70 mins
The above times contain 'checking sand boxes' if required. A working party will be established to determine fuelling times for VLocity's at all locations.	
Sprinter Preparation	
Daily Prep	33mins per unit
Trip prep (required each time a new Driver takes over a Sprinter)	
Sprinter shutdown	8 mins
Sprinter running	6 mins
Brake controller test (Only if units are detached to form separate services)	1 min

Changing ends – reversing direction-	2mins (plus 1/2min for each additional Sprinter)
Stabling-	5 mins (plus 1 min for each additional Sprinter.)
Coupling 2 Sprinters-	20 Mins with one Driver (passengers must not be on board); 7 mins with 2 Drivers
Uncoupling 2 Sprinters	15 mins with one Driver; 6 mins with two Drivers (passengers may stay on board)

Prep time – VLocity	Time allocated
Daily Preparation – per each 3 car VLocity (includes 16 min continuity test for each 3 car VLocity)	43 min
Daily Preparation for a VLocity train stabled as 6 cars (prep time of 43 min x 2 – 16 min continuity test)	70 min
Daily Preparation for VLocity train stabled as 9 cars (prep time of 43 min x 3 – 16 min x 2 continuity test)	107 min
Other tasks as required – VLocity	
Start-up – 1x3 car VLocity	6 min
Start-up – 2x3 car VLocity	8 min
Start-up – 3x3 car VLocity	10 min
Couple VLocity (unless stabled together)	7 min
Continuity test– two drivers at platform/yard (unless stabled together)	5 min
Uncouple VLocity (plus additional time for passenger/station requirements if applicable)	3 min
Change ends	3 min -1 3 car unit +30 seconds each additional car
Stable	10 min per unit
<p>Note: A primary preparation is required for all VLocity units ex examination or major repairs, ex collision and safety critical equipment or brake failure. This does not include minor repairs which are not safety critical.</p> <p>Start-up times replace secondary prep times.</p>	

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

105 APPLICATION

- 105.1 The terms of this Part of the Agreement apply specifically to Passenger Operations Employees which include Yardmasters and Shunters.

106 THE AGGREGATE RATE

The Aggregate Rate shall include the Base Rate plus the Aggregate allowance as set out in Table 5 of Schedule A of this Agreement.

106.1 The Aggregate Allowance

- (a) Passenger Operations Employees will be paid an Aggregate Rate as outlined in Table 5 of Schedule A of this Agreement. The Aggregate Rate includes an allowance which compensates for:
- (i) Shift Penalties
 - (ii) Weekend/Public Holiday Penalties
 - (iii) Disability Allowance
 - (iv) Annual Leave Loading

106.2 The Base Rate and Ordinary Hours

- (a) The Base Rate is the component of the Aggregate Rate that is based on 80 hours per fortnight where the difference between 76 hours and 80 hours has been calculated at time and one half, excluding the Aggregate Allowance.
- (b) As a consequence the ordinary hours for Passenger Operations Employees will be 80 hours worked over 10 shifts per fortnight, unless otherwise agreed as per clause 56.

106.3 Overtime

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

106.4 Payment of the Aggregate Rate

- (a) A Passenger Operations Employee who is ready, willing and available to perform work over the fortnightly roster will be paid each fortnight two weeks wages (80 hours) at the Aggregate Rate and in accordance with Table 5 of Schedule A of this Agreement.
- (b) Where through genuine illness or approved leave, payment less than the guaranteed minimum becomes due to an Employee, payment shall be made at the guaranteed 2 weeks wages (80 hours) less the amount which would have accrued due to the Employee had they performed any duty available to them during the period of such absence. If the latter amount cannot be determined the deduction shall be one day's pay in respect of each day's absence.
- (c) Where earnings in the first 10 shifts fall short of the guaranteed minimum then payment for up to 4 hours of an 11th shift with penalty at time and one half may be used.

- (d) Where an Employee is absent from duty without pay on account of other than genuine illness or approved leave, the guarantee shall not apply and payment will be made for time actually worked within the period.
- (e) A guaranteed payment will not be available where an Employee has pay deducted in accordance with clause 17 "(Stand Down)".
- (f) Except as provided for in 106.4(g) below, a Passenger Operations Employee who is unavailable for work during the fortnightly roster as a result of an authorised absence on paid leave, including long service leave and time taken at single rate in lieu of overtime worked, will be eligible for payment of the Aggregate Rate for the hours absent. Unless otherwise provided in this clause, accrued leave will be paid at the Aggregate Rate.
- (g) Passenger Operations Employees who are absent from work on approved Personal/Carer's Leave not supported by a medical certificate or statutory declaration will be paid at 80% of the Aggregate Rate.
- (h) This clause will not entitle any employee to a payment in excess of 80 hours per fortnight.

107 PUBLIC HOLIDAYS

- 107.1 If any of the following public holidays fall on a day when a Passenger Operations Employee is rostered to work then the Aggregate Rate is paid for all rostered hours on that day regardless of whether the Employee is required to work:

Australia Day	Labour Day	Melbourne Cup Day
Easter Monday	Queens Birthday	

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

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

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

- 107.4 If an employee works on a public holiday covered by clause 107.2 they are entitled to elect to be compensated in either of the following ways:

- (a) paid at the rate of time and a half of the Aggregate Rate for hours worked; or
- (b) paid at the Aggregate Rate for hours worked as well as accruing paid time off (**PTO**) equal to the total ordinary hours worked, to be paid at the Aggregate Rate.

- 107.5 An employee may not accrue more than 40 hours of PTO in accordance with this clause. PTO may be taken by agreement between the employee and V/Line. The customary conditions for the approval of annual leave will apply to any application to take PTO.

- 107.6 Where an employee has an outstanding balance of PTO at the end of the first full pay period in December of each year, that outstanding amount will be paid to the employee, with each hour being paid at the Aggregate Rate.

107.7 General Guidelines to Interpretation

Public Holiday	Rostered/Not Required	Rostered and Works	Not Rostered
Australia Day Labour Day Easter Monday Queen's Birthday Melbourne Cup Day.	No deduction and rostered hours paid <u>[Note: Does not count as a shift for calculation of overtime]</u>	Paid at the Aggregate Rate	Treated as a normal rostered off day – factored into rate.
Christmas Day Boxing Day New Year's Day Good Friday Saturday before Easter Sunday Anzac Day Friday before the AFL Grand Final	Required to make up the shortfall during the fortnight; in addition to being paid 8 hours for the holiday observed.	Paid at time and a half of the Aggregate Rate, or paid at the Aggregate Rate with equivalent time off accrued also paid at the Aggregate Rate.	Treated as a normal rostered off day – factored into rate.

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

108 UNDER TIME

- 108.1 If during the fortnightly cycle, a Passenger Operations Employee loses one or more shifts as a result of changed rostering requirements due to a public holiday, V/Line can roster or via mutual agreement make up the shortfall during the course of that fortnight. The process is as follows:
- (a) Rostered by Mutual Agreement; or
 - (b) Call-in.
- 108.2 Provided that Passenger Operations Employees who lose one or more shifts as a result of any such change to rosters will be paid eight hours at the Aggregate Rate for each holiday involved regardless of whether they are allocated an alternative under time shift or not. Payments so made count towards the minimum hours for the fortnight. Any such payments stand alone and are not recognised as shifts for the purposes of calculating overtime.
- 108.3 Where a Passenger Operations Employee has unreasonably withheld their labour to make up under time, V/Line reserves the right to withhold payment for such under time. In the event of a dispute arising in relation to this issue the matter shall be dealt with in accordance with clause 111 of this Agreement.
- 108.4 The need to make up in any short fall of hours shall not cause alterations to any other Passenger Operations Employees unless on an agreed basis.
- 108.5 The provisions of this clause do not apply to Passenger Operations Employees who were rostered off duty for the holiday as part of their normal roster. The public holiday for Passenger Operations Employees who fall into this category is treated as a normal rostered off day.

109 MEAL ALLOWANCE

- 109.1 The meal allowance applicable to Passenger Operations will be specified in Table 5 of Schedule A of this Agreement.

110 SHUNTER TRAINING ALLOWANCE

- 110.1 A Shunter Training Allowance will be paid to suitably qualified and formally designated Employees whilst performing training activities. This allowance is set out in Table 5 of Schedule A of this Agreement.

111 SHUNTER MULTI-SKILLING

- 111.1 During the life of this agreement, V/Line may institute new training for employees covered this Part resulting in those employees obtaining a Certificate II in Shunting.
- 111.2 Where employees covered by this Part complete the module TLIB2131 - Prepare train, they may be required by V/Line to undertake train examinations at Geelong only.

112 RADIO SHUNTING

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

SCHEDULE A – RATES TABLE

(Increase payable from the first pay period commencing on or after the dates shown below)

Table 1 - Operations & Administrative (Salary)

GRADE	DESC	WKLY HRS	CURRENT HOURLY RATE	SALARY/ DAILY PAID	CURRENT WEEKLY	On commencement	1 July 2021	1 July 2022
						4.0%	2.0%	2.0%
CLERKS								
PS059	CLERK C1	38	\$33.75	Salary	\$1,282.44	\$1,333.74	\$1,360.41	\$1,387.62
PS064	CLERK C2	38	\$38.31	Salary	\$1,455.85	\$1,514.08	\$1,544.37	\$1,575.25
PS066	CLERK C3	38	\$40.39	Salary	\$1,534.72	\$1,596.11	\$1,628.03	\$1,660.59
PS068	CLERK C4	38	\$42.62	Salary	\$1,619.48	\$1,684.26	\$1,717.94	\$1,752.30
PS070	CLERK C5	38	\$44.99	Salary	\$1,709.66	\$1,778.05	\$1,813.61	\$1,849.88
PS072	CLERK C6	38	\$47.52	Salary	\$1,805.70	\$1,877.93	\$1,915.49	\$1,953.80
PS074	CLERK C7	38	\$50.05	Salary	\$1,901.94	\$1,978.02	\$2,017.58	\$2,057.93
SENIOR OFFICERS								
PS028	SNR OFF D01	38	\$51.69	Salary	\$1,964.34	\$2,042.91	\$2,083.77	\$2,125.45
PS029	SNR OFF D02	38	\$53.33	Salary	\$2,026.70	\$2,107.77	\$2,149.92	\$2,192.92
PS030	SNR OFF D03	38	\$54.97	Salary	\$2,088.94	\$2,172.50	\$2,215.95	\$2,260.27
PS031	SNR OFF D04	38	\$56.61	Salary	\$2,151.03	\$2,237.07	\$2,281.81	\$2,327.45
PS032	SNR OFF D05	38	\$58.24	Salary	\$2,213.14	\$2,301.67	\$2,347.70	\$2,394.65
PS033	SNR OFF D06	38	\$59.88	Salary	\$2,275.35	\$2,366.36	\$2,413.69	\$2,461.97
PS034	SNR OFF D07	38	\$61.52	Salary	\$2,337.80	\$2,431.31	\$2,479.94	\$2,529.54
PS035	SNR OFF D08	38	\$63.16	Salary	\$2,399.96	\$2,495.96	\$2,545.88	\$2,596.80
PS036	SNR OFF D09	38	\$64.79	Salary	\$2,462.14	\$2,560.63	\$2,611.84	\$2,664.07
PS037	SNR OFF D10	38	\$66.43	Salary	\$2,524.47	\$2,625.45	\$2,677.96	\$2,731.52
PS038	SNR OFF D11	38	\$68.07	Salary	\$2,586.55	\$2,690.01	\$2,743.81	\$2,798.69
PS039	SNR OFF D12	38	\$69.70	Salary	\$2,648.66	\$2,754.61	\$2,809.70	\$2,865.89
PS040	SNR OFF D13	38	\$71.35	Salary	\$2,711.22	\$2,819.67	\$2,876.06	\$2,933.58
PS041	SNR OFF D14	38	\$72.99	Salary	\$2,773.43	\$2,884.37	\$2,942.05	\$3,000.90
PS042	SNR OFF D15	38	\$74.62	Salary	\$2,835.61	\$2,949.03	\$3,008.02	\$3,068.18
PS043	SNR OFF D16	38	\$76.25	Salary	\$2,897.66	\$3,013.57	\$3,073.84	\$3,135.31
PS044	SNR OFF D17	38	\$77.89	Salary	\$2,959.88	\$3,078.28	\$3,139.84	\$3,202.64
PS045	SNR OFF D18	38	\$79.53	Salary	\$3,022.16	\$3,143.05	\$3,205.91	\$3,270.03
PS046	SNR OFF D19	38	\$81.17	Salary	\$3,084.61	\$3,207.99	\$3,272.15	\$3,337.60
PS047	SNR OFF D20	38	\$82.81	Salary	\$3,146.64	\$3,272.51	\$3,337.96	\$3,404.71

STATION STAFF								
PS119	STN TRAINEE	38	\$23.67	Salary	\$899.63	\$935.61	\$954.32	973.41
PS120	STN OFF C1	38	\$35.56	Salary	\$1,351.18	\$1,405.23	\$1,433.33	\$1,462.00
PS122	STN OFF C2	38	\$36.92	Salary	\$1,403.02	\$1,459.14	\$1,488.32	\$1,518.09
PS124	STN OFF C3	38	\$38.84	Salary	\$1,475.99	\$1,535.03	\$1,565.73	\$1,597.04
PS130	STNMASTER C4	38	\$41.41	Salary	\$1,573.50	\$1,636.44	\$1,669.17	\$1,702.55
PS132	STNMASTER C5	38	\$42.81	Salary	\$1,626.89	\$1,691.97	\$1,725.80	\$1,760.32
PS134	STNMASTER C6	38	\$44.66	Salary	\$1,697.20	\$1,765.09	\$1,800.39	\$1,836.40
PS136	STNMASTER C7	38	\$47.16	Salary	\$1,792.23	\$1,863.92	\$1,901.20	\$1,939.22
PS138	STNMASTER C8	38	\$50.05	Salary	\$1,901.94	\$1,978.02	\$2,017.58	\$2,057.93
CONDUCTOR S								
VL011	CONDUCTOR SERVICE MANAGERS	38	\$51.63	Salary	\$1,961.95	\$2,040.43	\$2,081.24	\$2,122.86

Table 2 - Operations (Daily Paid)

GRADE	DESC	WKLY HRS	CURRENT HOURLY RATE	SALARY/ DAILY PAID	CURRENT WEEKLY	On commencement	1 July 2021	1 July 2022
						4.0%	2.0%	2.0%
STATION STAFF								
PT265	STN TRAINEE	38	\$23.67	Daily Paid	\$899.63	\$935.61	\$954.32	\$973.41
PT266	STN/ASST C1	38	\$30.71	Daily Paid	\$1,166.89	\$1,213.57	\$1,237.84	\$1,262.59
PT265	STN/ASST C2	38	\$30.22	Daily Paid	\$1,148.35	\$1,194.28	\$1,218.17	\$1,242.53
PT263	STN/ASST C3	38	\$29.78	Daily Paid	\$1,131.47	\$1,176.73	\$1,200.26	\$1,224.27
PT269	STN/ASST MTR PCLS	38	\$30.89	Daily Paid	\$1,173.83	\$1,220.78	\$1,245.20	\$1,270.10
PT280	CUSTOMER SERVICE SUPERVISOR	38	\$31.57	Daily Paid	\$1,199.50	\$1,247.48	\$1,272.43	\$1,297.88

AUTHORISED OFFICERS								
VL009	TRAINEE AO 1.1	38	\$31.33	Daily Paid	\$1,190.48	\$1,238.10	\$1,262.86	\$1,288.12
VL010	TRAINEE AO 1.2	38	\$33.08	Daily Paid	\$1,256.97	\$1,307.25	\$1,333.39	\$1,360.06
VL002	AO GRADE 1	38	\$38.29	Daily Paid	\$1,455.02	\$1,513.22	\$1,543.49	\$1,574.35
VL003	AO GRADE 2	38	\$41.38	Daily Paid	\$1,572.51	\$1,635.41	\$1,668.12	\$1,701.48
VL004	AO CREW LEADER	38	\$43.13	Daily Paid	\$1,639.10	\$1,704.66	\$1,738.76	\$1,773.53
VL005	AO TEAM LEADER	38	\$51.17	Daily Paid	\$1,944.43	\$2,022.21	\$2,062.65	\$2,103.90
FUEL POINT & YARD COORDINATION								
VL013	FUEL POINT ASSISTANT	38	\$30.71	Daily Paid	\$1,166.89	\$1,213.57	\$1,237.84	\$1,262.59
	YARD COORDINATOR	38	\$38.84	Daily Paid	\$1,475.99	\$1,535.03	\$1,565.73	\$1,597.04

Table 3 - Conductors

GRADE	DESC	WKLY HRS	CURRENT HOURLY RATE	SALARY/ DAILY PAID	CURRENT WEEKLY	On commencement	1 July 2021	1 July 2022
						4.0%	2.0%	2.0%
CONDUCTORS								
VL036	CONDUCTOR TRAINEE	38	\$29.78	Daily Paid	\$1,131.47	\$1,176.73	\$1,200.26	\$1,224.27
PT034	CONDUCTOR	38	\$39.78	Daily Paid	\$1,511.57	\$1,572.03	\$1,603.47	\$1,635.54

Table 4 - Train Control & Signallers

GRADE	DESC	WKLY HRS	CURRENT HOURLY RATE	SALARY/ DAILY PAID	CURRENT WEEKLY	On commencement	1 July 2021	1 July 2022
						4.0%	2.0%	2.0%
VL034	SIGNALLER	38	\$35.85		\$1,362.30	\$1,416.79	\$1,445.13	\$1,474.03
VL035	TEAM LEADER SIGNALLERS	38	\$42.66		\$1,621.18	\$1,686.03	\$1,719.75	\$1,754.14
NF761	SNR TRAIN CTRL	38	\$62.63		\$2,379.97	\$2,475.17	\$2,524.67	\$2,575.17
NF762	TRAIN CTRL 1	38	\$55.84		\$2,121.82	\$2,206.69	\$2,250.83	\$2,295.84
NF763	TRAIN CTRL 2	38	\$54.31		\$2,063.68	\$2,146.23	\$2,189.15	\$2,232.93
NF764	TRAIN CTRL 3	38	\$52.78		\$2,005.46	\$2,085.68	\$2,127.39	\$2,169.94
NF765	TRAIN CTRL 4 CTRL	38	\$51.25		\$1,947.43	\$2,025.33	\$2,065.83	\$2,107.15
NB222	TRAINEE TRAIN CONTROLLER	38	\$41.69		\$1,584.29	\$1,647.66	\$1,680.61	\$1,714.23
VL015	REGIONAL SIGNAL CONTROL	38	\$49.04		\$1,863.55	\$1,938.09	\$1,976.85	\$2,016.39
NT251	SIGNALMAN SPL A	38	\$35.97		\$1,366.79	\$1,421.46	\$1,449.89	\$1,478.89

Table 5 - Passenger Operations Employees (Part 8)

GRADE	DESC	WKLY HRS	CURRENT HOURLY RATE	SALARY/ DAILY PAID	CURRENT WEEKLY	On commencement	1 July 2021	1 July 2022
						4.0%	2.0%	2.0%
VL016	PAS OP EMP 2A (AGGREGATE RATE)	40	\$49.41	Daily Paid	\$1,976.49	\$2,055.55	\$2,096.66	\$2,138.59
PB314	PAS OPS EMP 2A (BASE RATE)	40	\$37.43	Daily Paid	\$1,497.35	\$1,557.24	\$1,588.39	\$1,620.16
VL022	PAS OP EMP 2A (PERSONAL LEAVE)	40	\$42.00	Daily Paid	\$1,680.02	\$1,747.22	\$1,782.17	\$1,817.81
VL017	PAS OP EMP 2B (AGGREGATE RATE)	40	\$50.60	Daily Paid	\$2,024.09	\$2,105.05	\$2,147.15	\$2,190.10
PB317	PAS OPS EMP 2B (BASE RATE)	40	\$38.34	Daily Paid	\$1,533.40	\$1,594.74	\$1,626.63	\$1,659.16
VL023	PAS OP EMP 2B (PERSONAL LEAVE)	40	\$43.01	Daily Paid	\$1,720.48	\$1,789.30	\$1,825.09	\$1,861.59
VL018	PAS OP EMP 2C (AGGREGATE RATE)	40	\$52.94	Daily Paid	\$2,117.58	\$2,202.28	\$2,246.33	\$2,291.26
PB320	PAS OPS EMP 2C (BASE RATE)	40	\$39.31	Daily Paid	\$1,572.48	\$1,635.38	\$1,668.09	\$1,701.45
VL024	PAS OP EMP 2C (PERSONAL LEAVE)	40	\$45.00	Daily Paid	\$1,799.95	\$1,871.95	\$1,909.39	\$1,947.57
VL019	PAS OP EMP 3A (AGGREGATE RATE)	40	\$54.21	Daily Paid	\$2,168.28	\$2,255.01	\$2,300.11	\$2,346.11
PB321	PAS OPS EMP 3A (BASE RATE)	40	\$40.27	Daily Paid	\$1,610.87	\$1,675.30	\$1,708.81	\$1,742.99
VL025	PAS OP EMP 3A (PERSONAL LEAVE)	40	\$46.08	Daily Paid	\$1,843.04	\$1,916.76	\$1,955.10	\$1,994.20
VL020	PAS OP EMP 3B (AGGREGATE RATE)	40	\$58.98	Daily Paid	\$2,359.35	\$2,453.72	\$2,502.80	\$2,552.85
PB322	PAS OPS EMP 3B (BASE RATE)	40	\$43.33	Daily Paid	\$1,733.15	\$1,802.48	\$1,838.53	\$1,875.30
VL026	PAS OP EMP 3B (PERSONAL LEAVE)	40	\$50.14	Daily Paid	\$2,005.44	\$2,085.66	\$2,127.37	\$2,169.92
VL021	PAS OP EMP 4A (AGGREGATE RATE)	40	\$63.85	Daily Paid	\$2,553.85	\$2,656.00	\$2,709.12	\$2,763.31
PB323	PAS OPS EMP 4A (BASE RATE)	40	\$46.78	Daily Paid	\$1,871.01	\$1,945.85	\$1,984.77	\$2,024.46
VL027	PAS OP EMP 4A (PERSONAL LEAVE)	40	\$54.27	Daily Paid	\$2,170.78	\$2,257.61	\$2,302.76	\$2,348.82
VL028	SNR POE 1 (AGGREGATE RATE)	40	\$69.76	Salary	\$2,790.55	\$2,902.17	\$2,960.22	\$3,019.42
NX028	SNR POE 1 (BASE RATE)	40	\$53.86	Salary	\$2,154.49	\$2,240.67	\$2,285.48	\$2,331.19
VL031	SNR POE 1 (PERSONAL LEAVE)	40	\$66.28	Salary	\$2,651.02	\$2,757.06	\$2,812.20	\$2,868.45
VL029	SNR POE 2 (AGGREGATE RATE)	40	\$71.94	Salary	\$2,877.42	\$2,992.52	\$3,052.37	\$3,113.41
NX029	SNR POE 2 (BASE RATE)	40	\$55.57	Salary	\$2,222.90	\$2,311.82	\$2,358.05	\$2,405.21
VL032	SNR POE 2 (PERSONAL LEAVE)	40	\$68.34	Salary	\$2,733.55	\$2,842.89	\$2,899.75	\$2,957.74
VL030	SNR POE 3 (AGGREGATE RATE)	40	\$74.10	Salary	\$2,964.00	\$3,082.56	\$3,144.21	\$3,207.10
NX030	SNR POE 3 (BASE RATE)	40	\$57.28	Salary	\$2,291.09	\$2,382.73	\$2,430.39	\$2,479.00
VL033	SNR POE 3 (PERSONAL LEAVE)	40	\$70.40	Salary	\$2,815.81	\$2,928.44	\$2,987.01	\$3,046.75
GRADE	ALLOWANCE		RATE		CURRENT	On commencement	1 July 2021	1 July 2022
						4.0%	2.0%	2.0%
A637	PAS OPS EMPLOYEE MEAL ALLOWANCE		\$32.89		\$32.89	\$34.21	\$34.89	\$35.59
A616	SHUNTER TRAINING		\$4.52		\$4.52	\$4.70	\$4.79	\$4.89

Table 6 - Locomotive Operating Grades (Part 7)

GRADE	DESC	WKLY HRS	CURRENT HOURLY RATE	SALARY/ DAILY PAID	CURRENT WEEKLY	On commencement	1 July 2021	1 July 2022
						4.0%	2.0%	2.0%
PF441	LOCO TNEE NEW (L1)	40	\$25.36	Daily Paid	\$1,014.37	\$1,054.94	\$1,076.04	\$1,097.56
-	LOCO TNEE STAGE 2 VL (Base Rate)	40	\$28.02	Daily Paid	\$1,120.60	\$1,165.42	\$1,188.73	\$1,212.51
-	LOCO TNEE STAGE 2 VL (Aggregate Allowance)	40	\$7.87	Daily Paid	\$314.99	\$327.59	\$334.14	\$340.82
PB311	LOCO TNEE STAGE 2 VL (All Purpose Rate)	40	\$35.89	Daily Paid	\$1,435.59	\$1,493.01	\$1,522.87	\$1,553.33
-	LOCO TNEE 12MTHS VL (Base Rate)	40	\$32.69	Daily Paid	\$1,307.46	\$1,359.76	\$1,386.95	\$1,414.69
-	LOCO TNEE 12MTHS VL (Aggregate Allowance)	40	\$7.87	Daily Paid	\$314.99	\$327.59	\$334.14	\$340.82
PB312	LOCO TNEE 12MTHS VL (All Purpose Rate)	40	\$40.56	Daily Paid	\$1,622.45	\$1,687.35	\$1,721.09	\$1,755.52
-	LOCO DVR - V/L (Base Rate)	40	\$47.80	Daily Paid	\$1,911.87	\$1,988.34	\$2,028.11	\$2,068.67
-	LOCO DVR - V/L (Aggregate Allowance)	40	\$18.38	Daily Paid	\$735.03	\$764.43	\$779.72	\$795.31
PB205	LOCO DVR - V/L (All Purpose Rate)	40	\$66.17	Daily Paid	\$2,646.90	\$2,752.78	\$2,807.83	\$2,863.99
VL014	PRACTICAL DRIVER TRAINER	40	\$72.79	Daily Paid	\$2,911.59	\$3,028.05	\$3,088.61	\$3,150.39
VL007	DRIVER TRAINING COMPLIANCE OFF	40	\$79.41	Daily Paid	\$3,176.27	\$3,303.32	\$3,369.39	\$3,436.77
VL006	REGIONAL DRIVER SUPERVISOR	40	\$79.41	Daily Paid	\$3,176.27	\$3,303.32	\$3,369.39	\$3,436.77
GRADE	ALLOWANCE		RATE		CURRENT	On commencement	1 July 2021	1 July 2022
						4.0	2.0%	2.0%
A640	DRIVERS WASTED MEAL		\$32.89		\$32.89	\$34.21	\$34.89	\$35.59
A641	DRIVERS REST JOB MEALS		\$32.89		\$32.89	\$34.21	\$34.89	\$35.59
A703	DRIVERS T&I MEALS		\$32.89		\$32.89	\$34.21	\$34.89	\$35.59
A700 & A701	DRIVERS T&I BEDS		\$132.03		\$132.03	\$137.31	\$140.06	\$142.86

Table 7 - Allowances (other than Locomotive Operating Grade Employees)

GRADE	ALLOWANCE	RATE	RATE PER SHIFT	RATE PER WEEK	CURRENT	On commencement	1 July 2021	1 July 2022
						4.0%	2.0%	2.0%
A631	T&I BREAKFAST/LUNCH	\$27.15			\$27.15	\$28.24	\$28.80	\$29.38
A632	T&I DINNER	\$39.38			\$39.38	\$40.96	\$41.77	\$42.61
A700 & A701	T&I BEDS	\$115.73			\$115.73	\$120.36	\$122.77	\$125.22
A630	MEAL ALLOWANCE	\$12.51			\$12.51	\$13.01	\$13.27	\$13.54
A634	CONDUCTOR REST JOB MEAL	\$27.15			\$27.15	\$28.24	\$28.80	\$29.38
A636	CONDUCTOR OVERTIME MEAL	\$23.19			\$23.19	\$24.12	\$24.60	\$25.09
A018	FIRST AID			\$11.02	\$0.29	\$11.46	\$11.69	\$11.92
A380	STANDBY ALLOW (WEEKDAY)		\$8.61		\$8.61	\$8.95	\$9.13	\$9.32
A381	STANDBY ALLOW (WEEKEND)		\$21.58		\$21.58	\$22.44	\$22.89	\$23.35
A382	OJT ALLOWANCE	\$6.76			\$6.76	\$7.03	\$7.17	\$7.31

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

GRADE	ALLOWANCE		CURRENT HOURLY RATE	RATE PER SHIFT	CURRENT	On commencement	1 July 2021	1 July 2022
						4.0%	2.0%	2.0%
A660	Early Shift - Ops Agreement		\$3.54		\$3.68	\$3.68	\$3.76	\$3.83
A661	Afternoon Shift - Ops Agreement		\$3.54		\$3.68	\$3.68	\$3.76	\$3.83
A662	Night Shift - Ops Agreement		\$4.14		\$4.31	\$4.31	\$4.39	\$4.48
	1.01am to 3.59am Shift Loading - Ops Agreement			\$4.14	\$4.31	\$4.31	\$4.39	\$4.48
A664	Permanent Night Shift - Ops Agreement		\$5.11		\$5.31	\$5.31	\$5.42	\$5.53

BARGAINING REPRESENTATIVES

Signed on behalf of V/Line Corporation

Signature:



Name

James Pinder

Authority:

Chief Executive Officer, VLine Corporation

Date:

19 August 2020

Address:

Level 6, 452 Flinders Street, Melbourne VIC 3000

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

Signature:



Name:

Luba Grigorovitch

Authority:

Victorian Branch Secretary

Date:

19/8/2020

Address:

Level 2, 365 Queen Street Melbourne VIC 3000

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

Signature:



Name:

Marc Marotta

Authority:

Divisional Secretary

Date:

19-8-20

Address:

6/1-5 Elizabeth Street Melbourne VIC 3000