



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Victorian Rail Track T/A VicTrack
(AG2021/7728)

VICTRACK ENTERPRISE AGREEMENT 2021 - 2025

Rail industry

DEPUTY PRESIDENT DEAN

CANBERRA, 15 OCTOBER 2021

Application for approval of the VicTrack Enterprise Agreement 2021 - 2025.

[1] An application has been made for approval of an enterprise agreement known as the *VicTrack Enterprise Agreement 2021 – 2025* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Victorian Rail Track T/A VicTrack (Employer). The Agreement is a single enterprise agreement.

[2] The Employer has provided a written undertaking to correct a typographical error at clause 57.4 of the Agreement. A copy of the undertaking is attached in Annexure A. I am satisfied that the undertaking will not cause financial detriment to any employee covered by the Agreement and that the undertaking will not result in substantial changes to the Agreement. The undertaking is taken to be a term of the agreement.

[3] Subject to the undertaking referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The Association of Professional Engineers, Scientists and Managers Australia and the Australian Rail, Tram and Bus Industry Union, being bargaining representatives for the Agreement, have given notices under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 22 October 2021. The nominal expiry date of the Agreement is 13 July 2025.



DEPUTY PRESIDENT

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Annexure A

13 October 2021

Chambers of Deputy President Dean
Fair Work Commission

Via email: chambers.dean.dp@fwc.gov.au

Dear Deputy President Dean

VicTrack Enterprise Agreement 2021 – 2025 (AG2021/7728)
Written undertakings under section 190 of the *Fair Work Act 2009*

I, Patrick Steele, Group Manager Employee Relations for Victorian Rail Track T/A VicTrack, give the following undertaking in relation to the *VicTrack Enterprise Agreement 2021 – 2025* ('the Agreement'):

1. I have the authority given to me by Victorian Rail Track T/A VicTrack to provide this undertaking in relation to the application before the Fair Work Commission.
2. In clause 57.4 of the Agreement, I undertake that this clause will be read and taken to mean as follows:

All basic tools provided by VicTrack shall remain the property of the Employee. Employees are responsible to maintain issued tools in good working order and to take reasonable steps to ensure the security of such tools.

Signed for and on behalf of the employer,



Patrick Steele
Group Manager Employee Relations

Enterprise Agreement

—
2021-2025



VicTrack

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Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

Part 1: Operation of Agreement

1 TITLE

This Agreement shall be known as the *VicTrack Enterprise Agreement 2021 – 2025* (herein referred to as "the Agreement").

2 SCOPE AND PERSONS COVERED

This Agreement covers:

Victorian Rail Track ("VicTrack");

- (a) all Employees ("Employees") of VicTrack with the exclusion of an employee classified by VicTrack as an Executive on a PEER contract (as defined); and
- (b) the following Unions, provided the Fair Work Commission approves an application for them to be covered by the Agreement:
 - ▶ The Association of Professional Engineers, Scientists and Managers Australia ("Professionals Australia"); and
 - ▶ the Australian Rail, Tram and Bus Industry Union ("ARTBIU").

3 APPLICATION OF THE AGREEMENT

3.1 Commencement Date and Period of Operation

The Agreement shall commence seven (7) days after the date that the Agreement is approved by the Fair Work Commission (commencement date) and will have a nominal expiry date of 13 July 2025.

The parties to this Agreement agree to review its terms six (6) months prior to its nominal expiry date.

3.2 Relationship with the Award

In accordance with Section 57 of the *Fair Work Act 2009* (Cth), the *Rail Industry Award 2010* does not apply to an Employee in relation to the Employee's employment, while the Agreement applies to the Employee in relation to the employee's employment.

This Agreement operates to the exclusion of the Award and replaces all previous Agreements.

3.3 Relationship with the National Employment Standards

Where a term of this Agreement is inconsistent with the National Employment Standards (as defined at clause 4 – Definitions), the National Employment Standards will prevail to the extent of any inconsistency.

4 DEFINITIONS

Unless defined elsewhere in the Agreement, the following words mean:

Agreement	means the <i>VicTrack Enterprise Agreement 2021 – 2025</i> .
ARTBIU	means the Australian Rail, Tram and Bus Industry Union.
Award	means the <i>Rail Industry Award 2010</i> (MA000015). Awards provide minimum terms and conditions for each industry or occupation and can be found on the Fair Work Commission website. The Award does not apply to VicTrack Employees as this Agreement overrides it and provides better terms and conditions.
EDO	means an extra day off.
EFTA	means an Employee Free Travel Authority.
Employee	means a person who works for VicTrack as a direct employee, and is covered by the terms of this Agreement.
Employee Representative	means a representative appointed by an employee of VicTrack to assist and advise the employee. An Employee Representative may be a Union, another VicTrack employee appointed by the employee, or an external person appointed by the employee.
Executive	means a person who is employed under the Victorian Government policy regulating public entity executive remuneration.
FW Act	means the <i>Fair Work Act 2009</i> , as may be amended from time to time.
FW Commission	means the Fair Work Commission. This is separate and distinct from the Fair Work Ombudsman.
immediate family or household	has the same meaning as in the FW Act. It includes an Employee's: <ul style="list-style-type: none">• Spouse or de facto partner, including a former spouse or de facto partner;• Child, or stepchild (whether a minor or an adult);

- Parent, or partner's parent;
- Grandparent, or partner's grandparent;
- Grandchild, or partner's grandchild;
- Sibling, or partner's sibling;
- Housemate (person living in the same home); or

Job Evaluation Procedure or JEP

means the VicTrack Job Evaluation Procedure referred to in clause 14.1 – Classification Structure.

National Employment Standards

means those 10 minimum employee entitlements set out in the *Fair Work Act 2009* (Cth), as amended from time to time. They include: maximum hours of work; right to request flexible work for certain people; annual leave; long service leave; public holidays; notice of termination and redundancy pay, and others.

Parties

means:

- VicTrack;
- Employees of VicTrack covered by this Agreement;
- Professionals Australia, and
- Australian Rail, Tram and Bus Industry Union

PEER

means the Victorian Government Public Entity Executive Remuneration Policy.

Professionals Australia

means the Association of Professional Engineers, Scientists and Managers Australia.

RETA

means a Retired Employee Free Travel Authority.

recognised emergency management body

means a body, or part of a body, that has a role or function under a plan that is for coping with emergencies and/or disasters and is prepared by the Commonwealth, a State or Territory; or a fire-fighting body, civil defence or rescue body, or part of such a body; or any other body, or part of a body, a substantial purpose of which involves securing the safety of persons or animals in an emergency or natural disaster, or otherwise responding to an emergency or natural disaster, or a body, or part of a body, prescribed by the FW Act.

Senior Manager

means an Employee that is not an Executive, but has significant responsibility, and has a total remuneration package of, or more than, the following amounts, as at the dates set out below:

From first full pay period on or after	Total Remuneration Package (per year)
13 July 2021	\$208,479
13 July 2022	\$212,648
13 July 2023	\$216,901
13 July 2024	\$221,239

Technical Specialists

means positions where the primary purpose of the role is to provide high level specialist skills and expertise and has a total remuneration package of, or more than, the following amounts, as at the dates set out below. No Employees who are classified as Senior Managers as at the commencement of this Agreement shall be demoted to the technical specialist classification.

From first full pay period on or after	Total Remuneration Package (per year)
13 July 2021	\$166,913
13 July 2022	\$170,251
13 July 2023	\$173,656
13 July 2024	\$177,129

Unions

means the registered industrial associations named in this Agreement, being Professionals Australia and the ARTBIU.

VicTrack

means Victorian Rail Track

5 AGREEMENT FLEXIBILITY

5.1 VicTrack and an Employee covered by the Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if the individual flexibility agreement deals with one (1) or more of the following matters:

- (a) arrangements about when work is performed, including hours of work;
- (b) overtime rates;
- (c) penalty rates;
- (d) allowances;

- (e) leave loading; and
- (f) for Full Time Employees and Part Time Employees, the amount of weekly ordinary hours of work.

5.2 The arrangement must meet the genuine needs of VicTrack and Employee in relation to one (1) or more of the matters above and must be genuinely agreed to by VicTrack and the Employee.

5.3 VicTrack must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the FW Act;
- (b) are not unlawful terms under section 194 of the FW Act; and
- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

5.4 VicTrack must ensure that the individual flexibility arrangement:

- (a) is in writing;
- (b) includes a reference to VicTrack and the name and Employee;
- (c) is signed by VicTrack and Employee and if the Employee is under eighteen (18) years of age, signed by a parent or guardian of the Employee;
- (d) includes details of:
 - (i) how the Agreement will be varied by the arrangement;
 - (ii) how the arrangement will vary the effect of the terms;
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.

5.5 VicTrack must give the Employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.

5.6 VicTrack or the Employee may terminate the individual flexibility arrangement:

- (a) by giving no more than twenty-eight (28) days' written notice to the other party to the arrangement; or
- (b) if VicTrack and the Employee agree in writing – at any time.

6 NO EXTRA CLAIMS

The Parties covered by this Agreement agree that, for the duration of the Agreement, they will not pursue any extra claims in relation to matters dealt with by the Agreement.

Part 2: Types of Employment

7 EMPLOYMENT CATEGORIES/TYPES

7.1 Contract of Employment

Employees shall:

- (a) be engaged on a weekly basis and placed on a minimum period of probation for three (3) months at the commencement of their employment;
- (b) be provided with an induction program on commencement of employment;
- (c) comply with any reasonable request of VicTrack and, subject to VicTrack operational requirements and the National Employment Standards, work reasonable overtime and in accordance with shift rosters which may vary from time to time provided that they are appropriately skilled, competent, trained and qualified;
- (d) properly use all protective clothing and equipment that is provided by VicTrack;
- (e) use technology and perform any duties which are within the Employee's skills, competence, training and qualification;
- (f) adhere to start and finish times for all work periods;
- (g) participate in developing and implementing work methods that are designed to improve performance of VicTrack;
- (h) comply with the Dispute Procedure.

7.2 Types of Employment

7.2.1 An Employee shall be deemed to be either a Full Time Employee; a Part Time Employee, a Limited Tenure Employee; or a Casual Employee.

7.2.2 VicTrack acknowledges the positive impact that secure employment has on Employees and the provision of quality services to the Victorian community. VicTrack will give preference to ongoing forms of employment over casual and fixed term (limited tenure) arrangements. VicTrack will not use casual and fixed term (limited tenure) staff to undermine the job security or career path opportunities of permanent staff.

(a) Full Time Employee

A Full Time Employee is an Employee who is engaged to work thirty eight (38) hours per week, or an average of thirty eight (38) hours per week over a four (4) week period unless shift rosters are averaged over a longer period up to sixteen (16) weeks.

(b) Part Time Employee

Employees may be engaged to work on a part time basis involving a regular pattern of hours, which shall average less than thirty-eight (38) hours per week provided that before commencing part time employment:

- (i) VicTrack and the Employees agree upon (the arrangement):
 - ▶ the hours of work to be worked;

- ▶ the days upon which they will be worked;
 - ▶ starting and finishing times; and
 - ▶ the classification applying to the work to be performed.
 - (ii) The Employees concerned are entitled to be paid for the hours agreed upon.
 - (iii) The terms of the arrangement may be varied by mutual consent.
 - (iv) The arrangement and any variations to it shall be in writing and retained by VicTrack. A copy of the arrangement, and any variation, shall be provided by VicTrack to the employee concerned.
 - (v) The terms of the Agreement shall apply pro rata to Part Time Employees on the basis that ordinary weekly hours for Full Time Employees are thirty-eight (38).
 - (vi) Part Time Employees required by VicTrack to work in excess of the agreed hours shall be paid overtime for such hours.
 - (vii) Part Time Employees whose normal ordinary hours fall on a public holiday, but who are not required to work that day shall not lose pay for that day. Part Time Employees required to work on such public holiday shall be paid in accordance with clause 34.6 (Payment for an employee working on a Public Holiday).
- (c) Casual Employee

A Casual employee is as defined by the FW Act.

For each hour worked, a Casual Employee will be paid no less than 1/38th of the minimum weekly rate of pay for their classification, plus a casual loading of twenty five percent (25%).

The following Clauses do not apply to a Casual Employee:

- (i) Annual Leave - clause 25;
- (ii) Cashing Out of Annual Leave – clause 26;
- (iii) Extra Day Off – clause 10.7;
- (iv) Employee Travel Passes - clause 58;
- (v) Leave Without Pay - clause 31;
- (vi) Long Service Leave - clause 29 except for Clause 29.7;
- (vii) Public Holidays - clause 34 (unless the casual Employee works the Public Holiday);
- (viii) Redundancy - clause 51;
- (ix) Personal/Carer's Leave - clause 28 (as far as it provides for paid Personal/Carer's Leave);
- (x) Special/Discretionary Leave – clause 38; and
- (xi) Termination of Employment - clause 49.

(d) **Limited Tenure Employee (Fixed Term Contract)**

- (i) A Limited Tenure Employee may be engaged to work on either a full time or a part time basis.
- (ii) When offering employment on a Limited Tenure basis, VicTrack shall advise the applicant in writing of the temporary nature of the employment, the actual or expected duration of employment, and that employment beyond the period is not expected. If the person is acting as a Replacement Employee for a person taking Parental Leave, they should be notified of this in accordance with clause 32.12 (Replacement Employees).
- (iii) If a Limited Tenure Employee who is employed after 1 July 2009 is subsequently appointed to a permanent position with VicTrack, any period of Limited Tenure employment completed immediately prior to the commencement of the permanent position shall be recognised as service with VicTrack for calculating leave entitlements (provided that the Employee has not taken or received payment in lieu of those leave entitlements) and notice of termination and redundancy pay.
- (iv) A Limited Tenure Employee shall not be entitled to the provisions of clause 10.7 (Extra Day Off) and clause 58 (Employee Travel Passes).

7.3 Probationary Employment

- 7.3.1** Prior to being classified as a permanent employee, unless an Employee's letter of offer states a longer period to cater for a designated training period, all Employees shall be required to serve a three (3) month probationary period.
- 7.3.2** During the probationary period VicTrack or the Employee may terminate employment by the giving of seven (7) days' notice or payment of one (1) weeks' pay in lieu of notice.
- 7.3.3** Immediately prior to the expiration of the probation period, VicTrack will either confirm the appointment, terminate the appointment or extend the probation period for a maximum period not exceeding a further three (3) months so that the maximum probationary period can be up to six (6) months.
- 7.3.4** Where the appointment of a probationary Employee is terminated, VicTrack shall notify the probationary Employee in writing of the reasons for the termination of the probation.
- 7.3.5** Employment shall be terminated by VicTrack or the Employee in accordance with the requirements of the FW Act.

8 SENIOR MANAGERS AND TECHNICAL SPECIALISTS

- 8.1** **Senior Managers and Technical Specialists** are Employees who are employed in accordance with clause 7.2.2(a) - Full Time Employee or Clause 7.2.2(b) - Part Time Employee.
- 8.2** Subject to the National Employment Standards with respect to the working of reasonable additional hours, the following clauses of the Agreement do not apply to a Senior Manager or Technical Specialist:
 - (a) Clause 13 – Wage increases;
 - (b) Clause 14 – Job Classification;
 - (c) Clause 17 – Allowances;

- (d) Clauses 10.2 – Ordinary hours for a Day worker;
- (e) Clause 10.3 – Ordinary hours for a Shift worker;
- (f) Clause 10 – Hours of work, and all its subclauses, with the exception that the following will apply:
 - ▶ 10.1 (ordinary hours);
 - ▶ 10.10.5 (meal breaks when working more than 10 hours per day);
 - ▶ 10.11 (minimum break);
 - ▶ 10.13 (daylight saving); and
 - ▶ 10.14 (start and finish locations).
- (g) Clause 23 – Call Out/Recall;
- (h) Clause 25.4.2 – Annual Leave Loading;
- (i) Clause 34.6 – Payment for an employee working on a Public Holiday;
- (j) Clause 57 – Provision of Tools; and
- (k) Clause 58 – Employee Travel Passes.

9 APPRENTICE/TRAINEE

9.1 Apprentice/Trainee Agreement

- 9.1.1** Apprentices/Trainees, both new and existing Employees, shall be trained for qualification in accordance with an accredited training course prescribed and provided by a relevant training organisation engaged by VicTrack for the purpose.
- 9.1.2** A suitable document describing the terms of the arrangement shall be provided to the Apprentice/Trainee.
- 9.1.3** Apprentices/Trainees shall not be required to work overtime unless over eighteen (18) years of age.
- 9.1.4** When an Apprentice/Trainee is required to attend a technical college or school as part of their training on a day that they are rostered off, they shall observe an alternate rostered day off as agreed with VicTrack.

9.2 Apprentice/Trainee Rates of Pay

Apprentices/Trainees shall be paid the following percentages of the ordinary base rate of pay of \$97,962 per annum (as adjusted in accordance with the wage increases in this Agreement):

Year	Percentage
1	65%
2	75%

3	85%
4	95%

9.3 Existing Employees

An existing Employee may be offered the opportunity of undertaking an Apprenticeship/Traineeship. An existing Employee who agrees to become an Apprentice/Trainee shall have their pre-Apprenticeship/Traineeship rate of pay maintained, in accordance with the pay increases contained herein, until such time as the Apprentice/Trainee rate should equal or exceed such rate.

Part 3: Hours of Work

10 HOURS OF WORK

The provisions of this clause (and its sub-clauses) do not apply to Senior Managers or Technical Specialists, with the exception of the following clauses which do apply: 10.1 (ordinary hours); 10.10.5 (meal breaks when working more than 10 hours per day); 10.11 (minimum break); 10.13 (daylight saving); and 10.14 (start and finish locations).

10.1 Ordinary Hours

“Ordinary hours” means those hours worked by a dayworker or a shift worker up to a maximum of thirty-eight (38) hours per week or an average of thirty-eight (38) hours per week.

The ordinary hours of work shall be seventy-six (76) hours per fortnight, with a maximum of thirty-eight (38) ordinary hours per week, to be worked on not more than ten (10) days/shifts which may be averaged over sixteen (16) weeks.

10.1.1 An Employee may work either:

- (a) a thirty-eight (38) hour week (comprising five (5) seven hour thirty-six minute days (7.6 hours);

or

- (b) an average of forty (40) hours per week; that enables that Employee to take one (1) Extra Day Off (hereinafter referred to as “EDO”) over a period of four (4) weeks.

10.1.2 An Employee who works:

- (a) A thirty-eight (38) hour week as per clause 10.1.1(a) shall be rostered to work 7.6 ordinary hours per day.
- (b) An average of forty (40) hours per week as per clause 10.1.1(b), that enables the Employee to take one (1) EDO over a period of four (4) weeks, shall be rostered to work eight (8) ordinary hours per day.

10.1.3 Despite clauses 10.1.1 and 10.1.2, by agreement between VicTrack and the Employee concerned, an Employee may work a roster system that averages thirty-eight (38) hours per week over a period of up to sixteen (16) weeks.

10.1.4 Despite clause 10.1.2, a Casual Employee and a Limited Tenure Employee may work up to a maximum daily ordinary hour limit of 9.5 hours. Such an Employee who works beyond 9.5 hours in a day will be entitled to Overtime in accordance with clause 22. Nothing in this sub-clause affects the weekly ordinary hours referred to in clause 10.1.

10.2 Day worker

10.2.1 **“Day worker”** means an Employee who is rostered to work between 6:00am and 6:00pm Monday to Friday.

10.2.2 The ordinary hours for a day worker shall be worked between 6:00am and 6:00pm Monday to Friday. The Parties to the Agreement may agree to alter this spread of hours.

10.2.3 The spread of hours referred to in clause 10.2.1 may be varied as follows:

- (a) Up to a maximum spread of hours of 6:00am and 8:00pm Monday to Friday;

- (b) For a period of up to three (3) months;
- (c) In accordance with the consultation provisions set out in clause 43; and
- (d) If approved by a majority of Employees affected by the varied spread of hours.

10.2.4 At the conclusion of the period of the varied spread of hours agreed to, VicTrack and a majority of Employees affected by the arrangement may decide to extend the arrangement.

10.2.5 VicTrack and a majority of Employees may terminate the arrangement during the period that a varied spread of hours is operating by providing at least two (2) weeks' notice in writing.

10.2.6 Nothing in this sub-clause affects the ability of VicTrack and individual Employees to enter into an individual flexibility arrangement in accordance with clause 5.

10.3 Shift worker

10.3.1 “**Shift worker**” means an Employee who is rostered to work on a rostered basis consisting of an early morning shift; an afternoon shift or a day shift and/or a night shift or works ordinary hours on either a Saturday and/or a Sunday.

10.3.2 The ordinary hours for a Shift worker shall be worked at any time and on any day of the week (that is from midnight Sunday to midnight Sunday).

early morning shift	means a shift starting at or after 4:00am and before 6:00am.
day shift	means any shift starting at or after 6:00am and finishing before 6:00pm
afternoon shift	means a shift finishing after 6:00pm and at or before midnight (12:00am).
night shift	means a shift finishing after midnight (12:00am) or starting before 4:00am.
permanent night shift	means a roster of shifts consisting of night shift only for a continuous period of four (4) weeks or more.

10.4 Minimum Shift Payment

Employees required to undertake duty on any day or shift shall be paid a minimum of four (4) hours' pay.

10.5 When work extends into the next pay period

If work on a day/shift extends over two (2) pay periods, that shift shall be deemed to be part of the pay period on the day when the shift commences.

10.6 Payments for working shift work

An Employee who works shift work from Monday to Friday (with a day being midnight to midnight) shall be paid the following shift penalties as a percentage of their ordinary rate of pay:

Monday to Friday	
early morning shift	15%
afternoon shift	15%
night shift	15%
permanent night shift	25%
Saturday	
All shifts	150%
Sunday	
All shifts	200%
Public Holiday	
All shifts	250%

10.7 Extra Day Off

Subject to Clause 10.7.2 (below) an EDO will be rostered and taken as agreed between VicTrack and the Employee during each four (4) week cycle.

10.7.1 Accumulation of EDOs

EDOs can be accumulated up to a maximum of two (2) days, equivalent to 15.2 hours.

10.7.2 Taking of EDOs

The timing and taking of the EDO will be done in such a way that guarantees the continuity of VicTrack's operations.

10.7.3 Leave and EDOs

An Employee on any form of unpaid leave (whether provided by the Agreement or not), Annual Leave, Long Service Leave or Personal Leave shall not accrue time off to take an EDO.

10.7.4 Cashing out of EDOs

Where an Employee has been unable to use their EDO accrual as a result of special and extenuating circumstances (which could include the need to guarantee continuity of VicTrack operations), the Employee and VicTrack may agree to cash out the EDO accrual.

10.8 Make up Time

An Employee may elect, with the consent of the relevant Manager, to work make up time where they take time off during ordinary hours and work those hours at another time. An Employee working make-up time will be paid their ordinary hourly rate of pay for such time.

10.9 Rostering

10.9.1 VicTrack may:

- (a) change starting and/or finishing times of a Day worker or a Shift worker; or
- (b) transfer a dayworker to a Shift worker; or

(c) transfer a Shift worker to a Day worker,

where operational circumstances require, and having undertaken a Consultation process, as set out elsewhere in this Agreement.

10.9.2 VicTrack will provide the affected Employee with as much notice as practicable prior to any change contemplated above occurring. Subject to operational emergencies, VicTrack will consult and agree, with the Employee before any change contemplated in clause 10.9.1 is made.

10.9.3 VicTrack will arrange overtime work or shift work in a manner that ensures Employees are provided with a break between work on successive days or shifts. The minimum break will reflect the operational requirements and conform to the principles provided in Clause 56 – Fatigue Management.

10.9.4 An Employee shall be given a copy of the rostered hours that they are required to work at least two (2) weeks prior to the commencement of each roster period.

10.9.5 VicTrack may change shift rosters or require an Employee to work a different shift roster. At the direction of VicTrack where operational circumstances require, at least twenty-four (24) hours' notice shall be given to an Employee required to change rostered shifts.

10.10 Meal Breaks

10.10.1 Subject to clause 10.9.4 and 10.9.5, an Employee who works more than five (5) ordinary hours of duty in a day/shift must be rostered for an unpaid meal break of not less than thirty (30) minutes; and no more than sixty (60) minutes during the course of a day/shift.

10.10.2 The actual taking of the meal break should not interfere with operational requirements. The Employee, where practicable, should not be required to work more than five (5) hours without a break.

10.10.3 A **crib break** is a paid meal break prescribed for Employees on certain types of shift work or working overtime.

10.10.4 VicTrack may apply the provisions of clause 10.10.1 to a Shift Worker.

(a) In lieu of Clause 10.10.1, a Shift Worker may be rostered to a 'crib break' of no less than twenty (20) minutes.

(b) The actual taking of the 'crib break' should not interfere with operational requirements.

(c) The Employee, where practical, should not be required to work more than five (5) hours without a 'crib break'

(d) Such 'crib break' shall be counted as time worked and paid accordingly.

10.10.5 This clause does not apply to an Employee rostered to work more than ten (10) ordinary hours per day.

10.10.6 In the event that an Employee is required to work for more than five (5) hours beyond the time of recommencing duty after the Meal Break a meal allowance as prescribed in Clause 22.6 will be paid.

10.11 Minimum Break between Shifts

VicTrack will arrange overtime work or shift work in a manner that ensures Employees are provided with a break between work on successive days or shifts. The minimum break will reflect

the operational requirements and conform to the principles of fatigue management and is detailed in clause 22.7 (Minimum break from work).

10.12 Prohibition on rostering an employee off duty between 10:00pm and 6:00am.

Employees, during the course of a shift, shall not be rostered off duty for more than thirty (30) minutes, including time for a meal or 'crib break', between 2200 and 0600 hours unless agreed upon in writing between VicTrack and the Employee(s) concerned.

10.13 Daylight Saving

If an Employee is working at the time daylight savings commences, the Employee will be paid for an additional hour of work (and overtime where applicable) to compensate for the loss of an hour of work.

10.14 Start and Finish Locations

Employees required to attend work sites other than their normal depot location may start and/or finish their shift at that site if it is mutually beneficial to the staff member and the Vic Track business, subject to the Employee obtaining prior approval from the Employee's supervisor, which will not be unreasonably withheld.

10.15 Stand Down

VicTrack may stand down an Employee(s) 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 strike or lockout by any persons whomsoever, or any other cause whatsoever for which VicTrack cannot justly be held responsible.

11 REQUESTS FOR FLEXIBLE WORK ARRANGEMENTS

11.1 In accordance with section 65 of the FW Act, an Employee may request a change in their working arrangements on the basis of the following circumstances:

- (a) the Employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
- (b) the Employee is a carer (within the meaning of the *Carer Recognition Act 2010*);
- (c) the Employee has a disability;
- (d) the Employee is 55 or older;
- (e) the Employee is experiencing violence from a member of the Employee's family;
- (f) the Employee provides care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because the member is experiencing violence from the member's family.

Note: Examples of changes in working arrangements include: changes in hours of work; changes in patterns of work; and changes in location of work.

11.2 The Employee is not entitled to make the request unless:

- (a) the Employee, other than a Casual Employee, has completed at least twelve (12) months continuous service with VicTrack immediately before making the request; or

(b) for a Casual Employee, the Employee:

- (i) is a long-term Casual Employee (that is, a Casual Employee employed by VicTrack on a regular and systematic basis for a sequence of periods of employment during a period of at least twelve (12) months) of VicTrack immediately before making the request; and
- (ii) has a reasonable expectation of continuing employment by VicTrack on a regular and systematic basis.

11.3 The request must be in writing and set out details of the change sought and the reasons for the change.

11.4 VicTrack must give the Employee a written response to the request within twenty-one (21) days, stating whether VicTrack grants or refuses the request. If VicTrack refuses the request, the written response must include details of the reasons for the refusal.

11.5 VicTrack may refuse the request only on reasonable business grounds.

12 WORK LIFE BALANCE

A Job Share, Working from Home or Transition to Retirement in accordance with this clause is (for the purposes of this clause) a Work Life Balance Arrangement.

12.1 Job Share

12.1.1 Job sharing is a form of part-time work in which a full-time position or part-time position is divided between two (2) or more Employees, each of whom shares responsibility for the entire workload of the position.

12.1.2 Each job sharer receives conditions of employment and entitlements on a pro-rata basis in proportion to the hours worked.

12.1.3 Job share arrangements are potentially suitable for a range of positions within VicTrack. The Employee(s) who wish(es) to Job Share must, in accordance with this clause, request VicTrack for approval to Job Share.

12.1.4 A Job Share arrangement, once established, shall be reviewed annually to ensure that the Job Share arrangement is working satisfactorily for all concerned.

12.1.5 Requests for job share arrangements will be assessed having consideration for the business and operational requirements of VicTrack and the needs of the Employee.

12.2 Working from home or remotely

12.2.1 An Employee may request to work from home or remotely for all or part of their ordinary hours.

12.2.2 VicTrack must respond to a request within 21 days of receiving a request.

12.2.3 Prior to VicTrack providing a response, VicTrack and the Employee must attempt to reach a mutual agreement by discussing:

- (a) the reasons why the Employee has made the request;
- (b) the consequences for the Employee if the request is refused;

- (c) occupational health and safety requirements related to the request; and
- (d) any business grounds or operational reasons that are related to the request.

12.2.4 VicTrack must not unreasonably refuse a request.

12.2.5 The type of equipment required for undertaking home-based or remote work will depend upon the type of work proposed to be done from home or remotely and shall be supplied by VicTrack or VicTrack reimburse the Employee up to the reasonable cost of required equipment.

12.2.6 An Employee will be required to meet measurable outcomes.

12.2.7 An arrangement under this clause will operate for a maximum period of 12 months. On expiry of an arrangement under this clause, an Employee and manager may consider extending, varying or ending the arrangement.

12.2.8 Any Employee participating in an arrangement under this clause will engage in regular review of the arrangement with their manager to ensure the effectiveness of the arrangement for the Employee and VicTrack.

12.2.9 Where an Employee and VicTrack enter into an arrangement under this clause, the Employee and VicTrack must ensure a suitable working environment is available and that the arrangement is not a substitute for dependent care.

12.3 Transition to retirement

12.3.1 An Employee who is contemplating retirement may, with the agreement of VicTrack, undertake a transition to retirement by providing written advice to VicTrack setting out a proposed Transition to Retirement program. VicTrack retains absolute discretion in determining whether or not to agree to such proposal.

12.3.2 An agreed Transition to Retirement program will allow an Employee to reduce their involvement in the workplace prior to their planned retirement.

12.3.3 Transition to Retirement may involve:

- (a) reducing, in either one (1) step or multiple steps, the number of working hours per week; or
- (b) working a reduced number of hours over fewer days in a week; or
- (c) taking up other Work/Life Balance options including:
 - (i) Job Share (clause 12.1); or
 - (ii) Purchased Leave (clause 27);
 - (iii) Long Service Leave (clause 29).

12.3.4 With the agreement of VicTrack, the Employee may vary their Transition to Retirement program. However, the maximum period an Employee may transition to retirement is four (4) years.

12.3.5 For those Employees who are members of the Government Defined Benefits Scheme, such Employees may, subject to the terms of that scheme, access accrued entitlements to maintain a thirty-eight (38) hour week.

12.4 Approval Process – Job Share, Working from Home and Transition to Retirement

- 12.4.1** The request for a Work Life Balance Arrangement must be in writing in the approved format and set out details of the proposal.
- 12.4.2** VicTrack must give the Employee a written response to the request within twenty-one (21) days, stating whether VicTrack grants or refuses the request. If VicTrack refuses the request, the written response must include details of the reasons for the refusal.
- 12.4.3** VicTrack may refuse the request only on reasonable business grounds.

12.5 Suspension of a Work Life Balance Arrangement – Return to substantive position temporarily

- 12.5.1** By mutual agreement, participation in a Work Life Balance Arrangement may be suspended for an agreed period to allow an Employee to return to their substantive position temporarily.
- 12.5.2** At the conclusion of the agreed suspension period, the Employee will return to their previous Work Life Balance Arrangement.

12.6 Cessation of a Work Life Balance Arrangement - Return to substantive position

- 12.6.1** An Employee may, with the agreement of VicTrack, cease to participate in a Work Life Balance Arrangement.
- 12.6.2** VicTrack may refuse the request to cease a Work Life Balance Arrangement on reasonable business grounds. VicTrack's approval will not be unreasonably withheld.
- 12.6.3** VicTrack may direct a Work Life Balance Arrangement is to cease based on reasonable business grounds, including misconduct or performance issues, VicTrack may direct an Employee to cease Work Life Balance Arrangement and return to their substantive position. If this occurs:
 - (a) VicTrack shall give the Employee four (4) weeks' notice of the requirement to cease the Job Share arrangement or Working from Home arrangement, and to return to their substantive position.
 - (b) In the case of a Transition to Retirement arrangement, VicTrack shall give the Employee three (3) months' notice of the requirement to cease a Transition to Retirement Arrangement and to return to their substantive position.
 - (c) Should VicTrack direct that an Employee cease a Work Life Balance Arrangement and return to their substantive position under this clause, VicTrack shall provide the reasons for such decision in writing.

Part 4: Wages & Allowances

The provisions of clause 13 – Wage Increases and clause 14 – Job Classification do not apply to Senior Managers or Technical Specialists.

13 WAGE INCREASES AND PAYMENTS

Ordinary hourly rate of pay means the remuneration for the Employee's normal weekly number of hours of work calculated at the ordinary time rate of pay divided by thirty-eight (38). Unless specified in a particular clause, the ordinary hourly rate of pay does not include any allowances payable under clause 17 or any penalty rates (for shift work or ordinary hours on a Saturday and/or a Sunday) payable under clause 10.

- 13.1** VicTrack Employees, whose employment is subject to this Agreement will receive pay increases in accordance with the following table, with the exception of those with a Salary Maintenance arrangement (clause 51.1).

From first full pay period on or after	Salary Increase per year
13 July 2021	2%
13 July 2022	2%
13 July 2023	2%
13 July 2024	2%

- 13.2** Employees engaged as at the date of the commencement of this Agreement shall receive:

- (a) a payment equivalent to the difference between what they have been paid, and what they would have been paid, if the initial pay increase had come into effect on the first pay period on or after 13 July 2021; and
- (b) a once-off payment of \$350 to be paid in the first full pay period on or after the commencement of this Agreement.

14 JOB CLASSIFICATION

This clause does not apply to Senior Managers, Technical Specialists or Apprentices/ Trainees.

14.1 Classification structure

- 14.1.1** The classification definitions for job roles are set out in Appendix 1 of this Agreement (Classification Structure), including six classification levels, from A to F.

- 14.1.2** Each position in VicTrack will additionally be allocated into one of the following Job Families, according to the primary focus and core skills and knowledge required of the position:

- (a) administration;
- (b) customer service;
- (c) engineering, information technology and technical;

- (d) professional services;
- (e) projects; or
- (f) property.

- 14.1.3** Each position's classification and Job Family will be determined in accordance with the VicTrack Job Evaluation Procedure (JEP). The JEP does not form part of this Agreement and may be amended from time to time by VicTrack. The JEP is contained within the VicTrack Job Family Booklet which can be found on the VicTrack Intranet.
- 14.1.4** Appendix 1 includes minimum and maximum remuneration bands for each classification, as a guide to the typical remuneration for that band, and reflects wage increases at the relevant dates as set out in clause 14.1 above. Where a person's existing salary exceeds the classification band maximum, wage increases will be applied to their existing salary.
- 14.1.5** An Employee will be paid no less under the Classification Structure than the minimum weekly rates that would apply for an equivalent classification under the *Rail Industry Award 2010*.
- 14.1.6** Appendix 1 further sets out Classification Levels (A to F) and a description of typical job requirements for positions/roles within each level.
- 14.1.7** Appendix 2 includes a Job Classification Relativity Guide. This shows each classification level (A to F), with typical duties for that level, and roles/positions within each Job Family at that level.
- 14.1.8** VicTrack may change the Job Relativity Guide from time to time in accordance with business requirements, subject to the Consultation provisions of this Agreement.

14.2 New Employees

Prior to commencing employment, new Employees will be advised of their:

- (a) position/role;
- (b) position description;
- (c) Job Family;
- (d) position/role classification; and

New Employees will be paid no less than the minimum salary assigned for the role/classification they are employed in.

14.3 Classification Review Process

- 14.3.1** Where an Employee considers there has been a significant increase to the requirements of their position or is classified incorrectly (Job Family or level) the Employee may apply to have the classification or Job Family of their position reviewed.
- 14.3.2** An application may be made to their Group Manager in writing.
- 14.3.3** The Employee must substantiate that there has been a *significant* overall increase to the responsibilities, accountabilities, competencies and/or mandatory qualification requirements of their position, which, when assessed using the Job Evaluation Procedure, warrants a higher classification level (Significant Increase) or alternate Job Family.
- 14.3.4** For the avoidance of doubt, relativity in relation to other VicTrack or external positions, or other personal remuneration levels, will not be considered a basis for a Classification Review.

- 14.3.5** All Classification Review applications will be referred by the Group Manager to the People and Culture department for determination in line with the JEP.
- 14.3.6** The Employee must participate in the review process and provide information to support their application, including but not limited to evidence that the Employee has the appropriate qualifications and skills to perform the requirements of the position that the Employee seeks considers are the subject of the Significant Increase.
- 14.3.7** The People and Culture department will undertake the Classification Review, in consultation with the relevant managers.
- 14.3.8** The Employee will be notified of the preliminary assessment of their review, prior to a final decision being made. Any employee response to the preliminary assessment will be taken into considered prior to a final decision being made. The People and Culture department's decision will be final.
- 14.3.9** If the People and Culture department undertakes a Classification Review but does not re-classify the position to a higher classification, the Employee may request VicTrack to undertake an external independent review using the JEP. The Employee may choose to be assisted by a Union that is party to this Agreement in making such a request.
- 14.3.10** The request for an external independent review may be refused at the discretion of VicTrack, on reasonable grounds, including: that the request is frivolous or vexatious; or that the Employee has failed to provide sufficient information to substantiate a change to their classification.
- 14.3.11** VicTrack will appoint the external independent reviewer, notify the Employee of the selection of the reviewer, and that reviewer's decision will be final.

14.4 Reclassification of person acting in Higher Duties for an extended period

VicTrack shall reclassify any Employee to a personal classification at the level of the higher position in which they have acted in for any period or periods which amount to six (6) months or greater than six (6) months (in any continuous twelve (12) month period) provided that the higher position does not have a permanent incumbent appointed to it and is a vacant position.

14.5 Remuneration Review Process

- 14.5.1** Where an Employee or their manager considers there has been an increase to the requirements of the Employee's position which does not warrant a higher classification, and that their remuneration within their current classification should be increased, the Employee or manager may apply to have the Employee's remuneration reviewed.
- 14.5.2** The Employee or manager must provide their reasons why there has been an increase to the requirements of the Employee's position which warrants a higher remuneration within their current classification.
- 14.5.3** All Remuneration Review applications will be referred by the relevant Group Manager to the People and Culture department for determination.
- 14.5.4** The Employee must participate in the review process and provide information to support their application.
- 14.5.5** The People and Culture department will undertake the Remuneration Review in consultation with the relevant managers.
- 14.5.6** The Employee will be notified of the preliminary assessment of their review, prior to a final decision being made. Any employee response to the preliminary assessment will be taken into

consideration prior to a final decision being made. The People and Culture department's decision will be final.

14.5.7 If the People and Culture department undertakes a Remuneration Review but does not consider a higher remuneration is warranted, the Employee may request VicTrack to arrange an external independent review. The Employee may choose to be assisted by a Union that is party to this Agreement in making such a request.

14.5.8 The request for an external independent review may be refused at the discretion of VicTrack, on reasonable grounds, including that the request is frivolous or vexatious, or that the Employee has failed to provide sufficient information to substantiate an increase to their remuneration.

14.5.9 VicTrack will appoint the external independent reviewer, notify the Employee of the selection of the reviewer, and that the reviewer's decision will be final.

14.6 Appointing a candidate on a reduced salary

14.6.1 Where a candidate is chosen for a new or vacated role, and they do not have the full capabilities, knowledge or qualifications required for the role, VicTrack may appoint them on a lower remuneration rate than was determined for the role. However, that remuneration rate must be higher than both:

- (a) The minimum rate for the appropriate classification band; and
- (b) 75% of the remuneration rate determined for the new or vacated role.

14.6.2 Where VicTrack appoints a candidate on a lower remuneration rate, it will advise the person in writing prior to commencing in the position (for example in the Letter of Offer), notifying them of:

- (a) The specific capabilities, qualification(s) or knowledge they need to attain to undertake the full requirements of the role;
- (b) A timeframe in which they are reasonably expected to attain those;
- (c) How attainment of the capability, qualification or knowledge will be measured/determined; and
- (d) The rate of pay that will apply when the Employee is able to undertake the full role requirements.

14.6.3 Where the Employee attains the capabilities, qualification(s) or knowledge within that timeframe, VicTrack will increase their remuneration to the rate originally determined for the role.

14.7 Employees affected by previous Job Classification clause

14.7.1 Employees who were affected by the application of clause 15.5.5 of the *VicTrack Enterprise Agreement 2019 – 2020*, or the equivalent provision in the *VicTrack Enterprise Agreement 2015 – 2019*, will be subject to the following arrangements.

14.7.2 Any Employee to whom clause 14.7.1 applies, and whose remuneration has not reached parity with the person which caused the provisions referred to in clause 14.7.1 to be effected, will be effective as at 1 July 2021:

- (a) have their remuneration rate increased to the rate of the relevant person;
- (b) will become eligible to receive the annual Performance Incentive Payment; and

- (c) the previous arrangements pursuant to the provisions referred to in clause 14.7.1 will cease to apply.

15 SUPERANNUATION

- 15.1** Superannuation contributions shall be made on behalf of an Employee to a complying fund as required by law.
- 15.2** Contributions will apply regardless of the age of the Employee.
- 15.3** A VicTrack Employee, previously employed by the Public Transport Corporation (and/or the successor organisations to the Public Transport Corporation), and who has remained a member of one of the various Victorian state superannuation funds shall continue to receive the prescribed VicTrack contributions (to the fund on their behalf), and they are obliged to make employee contributions, at the percentage rates prescribed by those funds.

16 SALARY PACKAGING

- 16.1** Employees may salary sacrifice or package their salaries in any legal form, consistent with VicTrack's Salary Packaging Policy (as applicable as at the date that the request for salary sacrifice or packaging is made by the Employee in question), provided that there is no additional employment cost to VicTrack.
- 16.2** For Employees seeking individual advice, the cost of any individual's packaging advice from taxation or financial advisers, costs of any fringe benefits tax payable and costs for setting up any individual arrangements will be borne by the Employee.

16.3 Salary Sacrifice and Superannuation

An Employee may enter into a salary packaging arrangement with regard to the State Government defined benefits superannuation schemes provided that it complies with the requirements as set out in State Legislation and other relevant guidelines/instructions.

16.4 Employees annual salary

The annual salary of the Employee (prior to salary sacrifice) will remain unchanged for all purposes including the calculation of penalty rates, allowances, termination, superannuation payments, annual leave loading, call out (return to work) and overtime.

17 ALLOWANCES

This clause does not apply to Senior Managers or Technical Specialist.

17.1 Variation to Allowances

- 17.1.1** All allowances stipulated within the Agreement, with the exception of the Overtime Meal Allowance specified in clause 22.6, shall be adjusted by applying the percentage increase specified in clause 13 Wage Increases and operative from 13 July 2021.
- 17.1.2** The rate of the Overtime Meal Allowance specified in clause 22.6 will be indexed annually after the first full pay period to commence on or after 1 July of each year by the Australian Taxation

Office Consumer Price Index as published by the Australian Bureau of Statistics for the preceding 12 months ending 30 June.

17.2 Higher Duties Allowance

- 17.2.1** No restrictions shall be placed on the allocation of work on either a higher or lower grade or level to an Employee where circumstances require, provided that VicTrack is satisfied the Employee is capable, trained or qualified to perform the work allocated.
- 17.2.2** Those staff acting in Higher Duties, as a Replacement Employee for a person on parental leave should be informed of that, in accordance with clause 32.12.
- 17.2.3** Employees acting in a position evaluated at a higher classification level than the respective classification level of the substantive position of the Employee, will be paid an allowance of 10% of their base rate of pay in the following circumstances:
- (a) in the case of Senior Technical Officers and Technical Officers:
 - (i) if engaged in such a position for more than two (2) hours during one (1) shift, for the entire shift; or
 - (ii) if engaged in such a position for two (2) hours or less during one (1) shift, for the time worked;
 - (b) in the case of all other Employees:
 - (i) if engaged in such a position for a period of at least five (5) consecutive working days, for the period of acting in that position; or
 - (ii) if engaged in such a position for a period of more than ten (10) non-continuous days within a twelve (12) month period, for each occasion from the eleventh day onwards on which the duties of that position are carried out for at least one (1) working day or one (1) shift (as the case may be).
 - (iii) Where an Employee has completed a period of acting in Higher Duties of at least five (5) consecutive working days in a specific position; for each full day thereafter in a twelve (12) month period, commencing from the first day of acting that position.
- 17.2.4** Where a person acts in Higher Duties for a vacant role over an extended period(s) of time, they may be entitled to a reclassification of their role, as set out at clause 14.4.

17.3 Construction Site Allowance

- 17.3.1** “**Construction Site**” shall mean a site where the works are being carried out for external Parties (i.e. other than VicTrack) and listed in the VicTrack construction site register compiled by the project team, which will be provided to payroll for payment purposes.
- 17.3.2** An Employee shall be paid the construction site allowance set out in this clause below (specific to rail projects) on sites that are considered to be a construction site for the time the Employee is:
- (a) engaged in construction or maintenance activities on the Construction Site (as defined below); or
 - (b) engaged in activities other than construction or maintenance activities, supporting the work being undertaken, while on the construction site.

17.3.3 The relevant project manager will advise the Employee of the commencement and conclusion of such works for the purpose of payment of this allowance.

17.3.4 The rate of the Construction Site Allowance will be updated as provided in clause 17.1.1 of this Agreement to an amount of \$4.50 per hour.

17.4 Work Disruption Disability Allowance

17.4.1 An allowance shall be payable to specified staff who are required to perform their normal duties under abnormal conditions as a result of an approved and particular project for the renovating/restoring/upgrading/reconstructing of buildings throughout VicTrack being undertaken at their place of work and such staff cannot be relocated from such areas of work.

17.4.2 In cases where Employee cannot be relocated and are required to perform their normal duties in an existing office/building undergoing major structural or internal alterations, such that staff are subject to a significant disability for not less than two (2) hours on a shift, such Employees shall be paid an allowance of \$1.29 for each and every hour worked in those circumstances. For the purpose of this clause a *significant disability* occurs when staff are exposed to excessive noise, dust and/or disruptive inconvenience caused by the use of power tools and equipment during the construction activities.

17.4.3 The officer authorising such payment shall be required to certify that the building alterations and renovations are such as to constitute changes in the work environment to the extent that they amount to a *significant disability* to the officers/Employees concerned.

17.5 Standby Allowance

17.5.1 Standby Allowance is payable where an Employee is off duty, but due to business needs (for example service faults) VicTrack has directed the Employee to be on standby and ready to perform work for a specified period if required.

17.5.2 An Employee on standby who is not required to perform work for the specified period will be paid a Standby Allowance of \$9.15 per hour.

17.5.3 Where an Employee on standby is then required to perform work ("call-out"), the Standby Allowance will cease; and they will then be paid for the work time in accordance with the Call Out/ Recall provisions at clause 23.

18 TRAVELLING AND INCIDENTAL EXPENSES

18.1 Overnight duty away from Headquarters

18.1.1 Reasonable travelling and expenses (relating to accommodation and food and drink and incidental expenses (relating to deductible expenses incidental to travel) shall be paid to an Employee who is temporarily working and/or required to be away from their headquarters overnight will be paid in accordance with the ATO rates (subject to change in each financial year).

18.1.2 These expenses shall be paid in accordance with ATO Taxation Determination – "*What are reasonable travel and meal allowance expense amounts*" (as amended from year to year).

18.1.3 Where travelling and incidental rates are likely to exceed the ATO rates and therefore attract greater compensation, the Employee must seek pre-approval from their immediate manager. Pre-approval will not be unreasonably withheld.

- 18.1.4** In exceptional circumstances, where it is not possible to obtain pre-approval, VicTrack will reimburse the Employee for reasonable expenses incurred in addition to the ATO rate. This will be paid on production of a receipt or tax invoice.
- 18.1.5** The first four (4) or five (5) weeks period, as the case may be, at the same place shall not be deemed to include the day of departure from headquarters unless a full day's expenses are payable for such day.
- 18.1.6** The allowance for breakfast, lunch, dinner or bed, as the case may be, shall not be paid to Employees unless they commence their travelling from, or return to, their headquarters outside the time specified below. No allowance shall be paid where the absence from headquarters is under three (3) hours nor for a bed when a bed is not reasonably required.

18.2 Meal Allowance for single day and multiple day trips

Meal	Single day trip(s) if departure is before:	If return is one (1) or more days later:
Breakfast	0700 hours	0800 hours
Lunch	1230 hours	1330 hours
Dinner	1800 hours	1900 hours

- 18.2.1** Employees shall not be paid any expenses under this clause at any one locality or place for a period exceeding three (3) months without prior approval.

18.3 Daily duty away from Headquarters

- 18.3.1** Employees who depart from and return to their headquarters the same day, (whose headquarters are within the suburban area) and who are required to travel outside the suburban area to a place more than 50km distant from their headquarters, shall be paid a meal allowance (as prescribed in clause 22.6) in accordance with the above time frames except that the allowance for lunch shall only apply if the absence exceeds four (4) hours.
- 18.3.2** In the case of Employees undertaking relief duty who travel to and from their place of residence, their place of residence shall be deemed to be their headquarters unless their headquarters are closer to the relief location than their residence.
- 18.3.3** Employees who are unexpectedly required to leave their headquarters and to be absent over a period in which they would ordinarily have a meal at home, shall be paid the allowance provided in clause 22.6 for such meal.
- 18.3.4** No travelling or incidental expenses shall be payable:
- (a) during any period of absence from duty without pay;
 - (b) during any period of annual leave; or
 - (c) during any period of other leave of absence with pay provided that expenses shall be payable on a single day absence on approved sick leave with or without pay subject to the production of receipts of accommodation for that day.

18.4 Reimbursement of Expenses

Reasonable out of pocket incidental expenses on production of a receipt/tax invoice will be reimbursed for duty away from headquarters.

19 ACCIDENT PAY

- 19.1** An Employee who is in receipt of workers' compensation payments, shall also receive payment from VicTrack of an amount equal to the difference between the workers compensation payment and the Employee's ordinary base rate of pay at the time of the injury for a maximum period of fifty-two (52) weeks.
- 19.2** An Employee on engagement shall be required to declare all workers' compensation claims made by them and, in the event of false or inaccurate information being deliberately and knowingly declared, VicTrack may require the Employee to forfeit their entitlement to accident pay.
- 19.3** Accident pay shall not be paid where any period of other paid leave of absence has been granted.
- 19.4** In the case of an Employee rostered off on a programmed leisure day/extra day off which falls in a period when they are receiving workers' compensation, the Employee is not entitled to an alternative programmed leisure day/extra day off at a later stage.
- 19.5** An Employee off duty and in receipt of accident pay shall continue to receive payments of any acting in higher allowance being paid at the time of the injury for the full period that they would have continued to so act.
- 19.6** An Employee who has submitted a claim for workers' compensation and is absent from duty for more than a week and where it is apparent there may be a delay in the assessment of their claim, may be paid sick pay (subject to the availability of credits) pending determination of the claim. On acceptance of a claim, sick leave used under this clause for the claim will be re-credited.

20 EXTRA RATES NOT CUMULATIVE

Extra rates in the Agreement are not cumulative so as to exceed the maximum of double time and a half.

21 PAYMENT OF WAGES

21.1 Method of Payment

Employees shall be paid on a fortnightly basis by Electronic Funds Transfer (EFT) to a nominated account(s) either according to the actual number of hours worked or an average of the number of hours worked. An Employee shall nominate the account(s) into which payments on the Employee's behalf may be deposited.

21.2 Pay period

The fortnightly pay period shall start on a Sunday and finish two (2) Saturdays later.

21.3 Payroll Deductions

An Employee who wishes to have any deduction made from the fortnightly pay, shall advise VicTrack in writing of the details of the deduction; which shall include the name of the person/entity to whom the deduction is to be made, the amount of the deduction and the frequency of the deduction.

21.4 Guaranteed Fortnight Amount

21.4.1 Any Employee, engaged on a full-time basis, who is ready, willing and available for all duty shall be paid each fortnight the hours prescribed in clause 21.4.2 below (**Guaranteed Fortnight Amount**).

21.4.2 The composition of the Guaranteed Fortnight Amount shall be all hours paid in the first ten (10) shifts but shall exclude penalties for shift work, overtime, Saturday and Sunday time and Public Holidays.

21.4.3 Employees taking approved leave shall have their Guaranteed Fortnight Amount reduced by the amount of approved leave taken.

21.4.4 Where an Employee is absent from duty without pay, the Guaranteed Fortnight Amount shall not apply but such Employees shall be guaranteed payment in respect of time actually worked within the period.

21.4.5 This sub-clause shall only apply to a shift worker:

If in the first ten (10) shifts, paid hours fall short of the Guaranteed Fortnight Amount, up to four (4) hours on an eleventh (11) shift with penalty may be used to satisfy the Guaranteed Fortnight Amount.

22 OVERTIME

All overtime must be approved by the appropriate Manager.

The provisions of clauses 22.2, 22.3, 22.4, 22.5, and 22.6 shall not apply to Senior Managers or Technical Specialists.

22.1 Reasonable Overtime

22.1.1 VicTrack may require an Employee to work reasonable overtime.

22.1.2 An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:

- (a) any risk to employee health and safety;
- (b) the Employee's personal circumstances including any family responsibilities;
- (c) the needs of the workplace or enterprise;
- (d) the notice (if any) given by VicTrack of the overtime and by the Employee of their intention to refuse it; and
- (e) any other relevant matter.

22.2 Entitlement to Overtime

22.2.1 Overtime is payable to a Day worker when that Employee:

- (a) works in excess of their daily ordinary hours; or
- (b) works in excess of thirty-eight (38) hours per week or an average of thirty-eight (38) hours per week over a four (4) week period.

For the purposes of clause 22.2.1(a), a Day worker's daily ordinary hours for a Part Time Employee who has agreed to vary their ordinary hours of work, and work additional hours, in accordance with clause 7.2, will be those varied hours.

22.2.2 Overtime is payable to a Shift worker when that Employee:

- (a) works in excess of their daily ordinary hours; or
- (b) works in excess of thirty-eight (38) hours per week or an average of thirty-eight (38) hours per week over a four (4) week period or a longer period up to 16 weeks; or
- (c) works either an eleventh, twelfth, thirteenth or fourteenth shift in the pay period.

22.3 Overtime rates

Overtime rates will apply in accordance with the table below. A day in this table starts from midnight and finishes at midnight the following day.

	Overtime pay - % of Ordinary Hourly Rate	
First 10 Shifts in a pay period	Day Worker	Shift Worker
Monday to Saturday		
First 3 overtime hours (per day)	150%	-
After 3 overtime hours (per day)	200%	-
First 11 overtime hours (per week)	-	150%
After 11 overtime hours (per week)	-	200%
Sunday	200%	200%
Public Holidays	250%	250%
Shifts 11 and 12 in a pay period	Day Worker	Shift Worker
Monday to Friday		
First 3 overtime hours	150%	150%
After 3 overtime hours	200%	200%
Saturday and Sunday	200%	200%
Public Holidays	250%	250%
Shifts 13 and 14 in a pay period	Day Worker	Shift Worker
Monday to Sunday	200%	200%
Public Holidays	250%	250%

22.4 Time Off in Lieu of Overtime

22.4.1 An Employee may elect, with the consent of VicTrack, to take time off in lieu of payment for overtime at a time or times agreed with VicTrack.

22.4.2 Any time taken off in lieu will be during a standard hour, that is, an hour for each hour worked.

22.4.3 Where the Employee has not taken time off within eight (8) weeks, the Employee will be paid the appropriate overtime rates for the overtime worked.

22.5 Overtime Break

An Employee working overtime shall be allowed a crib break of twenty (20) minutes without deduction of pay after each four (4) hours of work. This provision shall not prevent any arrangement being made between the Employee(s) and VicTrack for the taking of a longer meal interval without pay.

22.6 Overtime Meal Allowance

An Employee required to work overtime for more than two (2) hours shall either be supplied with a meal by VicTrack or be paid a meal allowance of \$31.50.

22.7 Minimum Break from Work

22.7.1 An Employee shall be provided with a ten (10) hour break between days/shifts unless:

- (a) a Shift worker who works one eight (8) hour shift followed by an eight (8) hour break and another eight (8) hour shift, as long as they have a ten (10) hour break after the second eight (8) hour shift; or
- (b) operational emergencies prohibit Employees from having at least ten (10) hours off duty.

22.7.2 If the ten (10) hour break includes time that would normally be worked as a part of the Employee's ordinary hours, they shall receive payment for those hours at ordinary time rate.

22.7.3 Employees shall be paid at the rate of double time (200%) from when they recommence duties until they have been given the opportunity to have a ten (10) hour break when:

- (a) the maximum working hours and minimum breaks stipulated in clause 22.7.1(a) are not met; or
- (b) the Employee is required to return to work without having had a ten (10) hour break from when they last worked overtime.

23 CALL OUT/RECALL

This clause does not apply to Senior Managers or Technical Specialists.

In this clause, an incident requiring a call-out/recall to work is initiated by VicTrack by issuing a Fault Ticket, setting out the nature of the incident; the notification time to the Employee; and the time the incident is resolved.

23.1 Payment - Attendance at a worksite required

23.1.1 Where an Employee is called-out or recalled to a physical worksite after finishing their shift, they will be paid at the applicable overtime rate. A minimum of four (4) hours will be paid for each call-out/recall.

23.1.2 Where an Employee has not yet returned home after attending a call-out/recall, and they receive a further call-out/recall it will be treated as part of that first call-out/recall for payment and break purposes, until they return home.

23.1.3 Where an Employee has returned home after attending a call-out or recall, and they receive a further call-out/recall, it will be treated as a separate call out/recall for payment and break purposes.

23.2 Payment – No physical attendance at worksite required (remote work)

23.2.1 Where an Employee is called-out or recalled to work after finishing their shift, and can resolve the issue remotely (for example over the phone or via computer) without travelling to a work site, they will be paid a minimum of one (1) hour, at the applicable overtime rate. An Employee may deal with more than one incident concurrently.

23.2.2 If the Employee is again called out or recalled to work, outside the minimum one (1) hour period, it will be treated as a separate recall. The Employee will be paid a further minimum payment of one (1) hour.

23.3 Rest Periods

Where a call-out (for attendance at a worksite or remote work):

(a) starts more than 3 hours before a rostered shift:

- (i) the Employee may take an 8-hour rest period, starting from the end of the call-out. If a second callout occurs within 3 hours before a rostered shift, the rest period will be extended by the call-out time worked by the Employee.
- (ii) if the rest period extends into their next rostered shift, they will be paid at their ordinary rate of pay for that time.

(b) starts less than 3 hours before a rostered shift:

- (i) no rest period will apply, and the Employee will work the rostered shift.
- (ii) if the call-out extends into the Employee's rostered shift, the rostered shift time will be paid at ordinary rates of pay.

23.4 Where a call-out to a physical location extends into rostered shift hours, once the call-out work is completed, the Employee may take a 10-hour break (as set out in clause 22.7 – Minimum Break from Work). The Employee may remain at work where:

- (a) their manager requests they remain at work; and
- (b) the Employee is willing to remain at work; and
- (c) continuing to work would comply with relevant Fatigue Management Policy or Procedure, as amended from time to time.

If the Employee remains at work, they will be paid at double time (200%) in accordance with clause 22.7 – Minimum break from work.

23.5 More than 16 hours worked in a 24-hour period

An Employee called-out/recalled who has worked sixteen (16) hours or more in a twenty-four (24) hour period must have a minimum break of eight (8) hours from all work. They will be required to complete the task they are undertaking before starting the break.

23.6 Ability to participate in the on-call roster and be recalled

Where an Employee is on a form of leave and is participating in, or intends to participate in, the on-call roster and/or be recalled to work:

- (a) If the Employee has accessed EDO, annual leave or long service leave during a day, and is still fit and able to attend a fault between the hours of 1600 to 0000 of the same day or the hours of 0000 to 0730 of the immediately following day, then the Employee may be able to continue to participate in the on-call roster, where prior approved and deemed to be required by management, and able to be recalled to work and is entitled to all applicable allowances and payments set out in this Agreement.
- (b) If the Employee has accessed paid or unpaid personal leave during a day, then the Employee is not eligible to participate in the on-call roster and is not able to be recalled to work between the hours of 1600 to 0000 of the same day or the hours of 0000 to 0730 the immediately following day and is not entitled to payment of allowances or other payment the Employee would otherwise be entitled to.

24 SAVINGS CLAUSE

24.1 General terms and conditions of employment

Except, so far as they are expressly altered by the provisions of the Agreement, no Employee will, as a result of the making of the Agreement, suffer any loss of existing wages, or terms and conditions of employment, to which the Employee was entitled prior to the date of commencement of the Agreement.

Part 5: Leave & Public Holidays

25 ANNUAL LEAVE

This clause does not apply to Casual Employees.

The provisions of clause 25.4.2 (leave loading) do not apply to Senior Managers or Technical Specialists.

25.1 Entitlement to annual leave

25.1.1 For each year of service with VicTrack, the Employee is entitled to:

- (a) four (4) weeks of paid annual leave; or
- (b) five (5) weeks of paid annual leave, if the Employee is a shift worker; or
- (c) where an Employee with twelve (12) months' continuous service is engaged for part of the twelve (12) month period as a shift worker, that Employee must have their annual leave increased by one half (1/2) day for each month the Employee is continuously engaged as a seven (7) day shift worker; up to a maximum of five (5) days (one (1) week).

The 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.

25.2 Taking paid annual leave

25.2.1 Paid annual leave may be taken for a period agreed between the Employee and VicTrack.

25.2.2 Subject to its operational requirements, VicTrack must not unreasonably refuse to agree to a request by the Employee to take paid annual leave.

25.3 Employee not taken to be on paid annual leave at certain times

25.3.1 If the period during which the Employee takes paid annual leave includes a day or part-day that is a public holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid annual leave on that public holiday.

25.3.2 If the period during which the Employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave) under:

- (a) Clause 28 – Personal/Carers Leave; and/or
- (b) Clause 29 – Long Service Leave; and/or
- (c) Clause 32 – Parental Leave; and/or
- (d) Clause 33 – Compassionate Leave; and/or
- (e) Clause 34 – Public Holidays; and/or
- (f) Clause 35 – Emergency Services Leave; and/or
- (g) Clause 36 – Jury Service; and/or
- (h) Clause 38 – Special/Discretionary Leave;

the Employee is taken not to be on paid annual leave for the period of that other leave or absence.

25.4 Payment for annual leave

25.4.1 Subject to the provisions of clause 25.6, if, the Employee takes a period of paid annual leave, VicTrack must pay the Employee at the Employee's ordinary hourly rate of pay for the Employee's ordinary hours of work in the period.

25.4.2 Subject to the provisions of clause 25.6, in addition to the amount provided in clause 25.4.1, Employees when taking annual leave are entitled to an annual leave loading as detailed:

Employee type	Leave Loading Amount
Day worker	17.5%
Shift worker	20%

These percentages are calculated on the Employee's ordinary weekly wage/salary, inclusive of all-purpose payments.

25.5 Payment of accrued annual leave on termination

25.5.1 If, when the employment of the Employee ends, the Employee has a period of untaken paid annual leave, VicTrack must pay the Employee the amount that would have been payable to the Employee had the Employee taken that period of leave.

25.5.2 Subject to clause 25.5.1, where the Employee is entitled to payment of untaken annual leave, VicTrack must also pay the Employee an annual loading on that leave for a dayworker equal to seventeen and one half percent (17.5%) or for a shift worker equal to twenty per cent (20%) calculated on the Employee's ordinary hourly rate of pay.

25.6 Leave allowed before due date

25.6.1 By agreement between VicTrack and the Employee a period of annual leave may be taken in advance of the entitlement accruing.

25.6.2 Provided that, if leave is taken in advance and the employment terminates before the entitlement has accrued, VicTrack may make a corresponding deduction from any money due to the Employee on termination.

25.7 Method of taking Leave

25.7.1 An Employee may elect, with the consent of VicTrack, to accrue and carry forward any amount of annual leave for a maximum of two (2) years from the date of the accrual of leave for twelve (12) months. Unless otherwise agreed, the Employee may be directed to take leave in accordance with this Agreement and subject to the requirements of the FW Act, which will prevail.

25.7.2 To assist Employees in balancing their work and family responsibilities, Employees may elect, with the prior consent of VicTrack, to take annual leave in single day periods, or in part day periods, provided that the total amount of annual leave taken in such methods does not exceed ten (10) days in any calendar year.

25.7.3 When an Employee requests that leave be allowed in one (1) continuous period, such request shall not be unreasonably refused. In the event of lack of agreement between VicTrack and the Employee, the matter may be dealt with in accordance with clause 41 – Dispute Procedure.

- 25.7.4** Employees and their supervisors shall amend rosters to enable the scheduling of annual leave throughout the year to ensure continuity of operation and an equal distribution of Employees on leave.

25.8 Method of taking leave – Closure Period

- 25.8.1** Employees are required to take up to 10 days accrued leave during the Christmas/New Year closure period as directed by VicTrack (**Closure Period**), in accordance with business needs.
- 25.8.2** Only those Employees who are required by VicTrack, or have been approved by VicTrack in accordance with clauses 25.8.4 or 25.8.5 to work during the Closure Period, will not be required to take accrued leave over this period.
- 25.8.3** VicTrack will provide a minimum of six (6) weeks' prior notice to Employees of the dates for the Closure Period.
- 25.8.4** At least three (3) weeks prior to the commencement of the Closure Period, an Employee may make a request to their manager to work during the Closure Period by submitting a written request. The request to work may be to work all or part of the Closure Period. Approval will not be unreasonably withheld where there is sufficient work for the Employee to complete during the Closure Period.
- 25.8.5** If an Employee is dissatisfied with the outcome of a request made as per clause 25.8.4, the Employee may escalate their request to People & Culture for a decision.
- 25.8.6** Employees with six (6) months or less service at the commencement of the Closure Period are exempt from the arrangements of this clause.
- 25.8.7** Employees who have been directed to take excess annual leave during the calendar year prior to the Closure Period, and who do not hold any excess annual leave at the commencement of the Closure Period, are exempt from the arrangements of this clause.

25.9 Form of leave

Employees are required to take accrued EDOs and/or annual leave during the Closure Period. Where an Employee does not have any of the forms of leave during the Closure Period, the Employee may seek VicTrack's approval to take: Purchased Leave (clause 27); any accrued long service leave; annual leave in advance (clause 25.6); or leave without pay (clause 31).

25.10 Excess Annual Leave

- 25.10.1** Employees will be required to reduce excessive annual leave accruals if the accrual is in excess of eight (8) weeks accrual.
- 25.10.2** The parties are committed to ongoing discussions between employees and managers so that annual leave balances remain below the levels referred to in clause 25.10.1. If no mutual agreement can be reached with VicTrack about reducing the excess accrual within a four (4) week period from the date the issue is raised with the Employee, VicTrack may direct the Employee to take an amount of leave to reduce accrual below the excess level in accordance with clause 25.10.3.
- 25.10.3** The direction to take excessive leave accruals shall be provided for the Employee in writing and VicTrack shall give four (4) weeks' notice of the requirement for an Employee to take the leave. The accruals of annual leave shall not be reduced to less than four (4) weeks if VicTrack directs an Employee to take leave.

25.11 Accrual of EDO whilst on Annual Leave

An Employee shall not accrue an EDO whilst they are on Annual Leave.

26 CASHING OUT OF ANNUAL LEAVE

This clause does not apply to Casual Employees.

- 26.1** It is the aim of this provision to allow an Employee a degree of flexibility in reducing accrued annual leave by offering a number of alternatives for acquitting leave entitlements, such as taking extended periods of leave and/or cashing out leave accruals.
- 26.2** Employees may elect to forgo a period of annual leave by providing VicTrack with notice in writing of the election to forgo a nominated period of leave and accept payment in lieu of that period.
- 26.3** An Employee cannot cash out annual leave if such cashing out of annual leave would result in the Employee's remaining accrued entitlement to paid annual leave being less than four (4) weeks.
- 26.4** Each application for payment in lieu will require the endorsement of the appropriate Manager.
- 26.5** Upon approval of the written election from the Employee, VicTrack shall pay the Employee an amount in lieu of the amount of annual leave at the rate that is no less than the rate that, at the time the election is made, is the Employee's rate of pay pursuant to the Agreement together with leave loading or shift penalty rates.
- 26.6** Such payment shall be made as far as practicable in the pay run following the approval being granted for payment in lieu of annual leave.
- 26.7** The written election from the Employee and the payment of the amount in lieu of such annual leave shall be deemed to constitute authorisation by the Employee to forgo the amount of leave.
- 26.8** VicTrack shall then deduct the period of annual leave represented by the payment in lieu from the amount of annual leave credited to the Employee at the time of the payment is made.
- 26.9** The Parties agree in the interests of occupational health and safety that an Employee take their allocated leave and EDOs when due and available in accordance with the Agreement.
- 26.10** Provided that, after the portion in both time and money has been cashed-out, the Employee's claim to both time and money has been extinguished.

27 PURCHASED LEAVE

- 27.1** Where an Employee is engaged on either a full time or a part time basis, VicTrack and the Employee may agree that the Employee may 'purchase' additional annual leave.
- 27.2** Under the purchased leave entitlement, the Employee agrees in writing with VicTrack to work a lesser amount of time, in return for additional time off work. For example, the Employee and VicTrack may agree that the Employee will work for fifty (50) weeks in the year, instead of the normal fifty-two (52) and would receive an additional two (2) weeks off; this would mean that that

Employee was entitled to six (6) weeks of leave (four (4) weeks of annual leave plus two (2) weeks of purchased leave).

- 27.3** The Employee shall receive a salary equal to the period worked which will be spread over the year. In the above scenario the Employee would receive fifty (50) weeks' pay spread over the year.
- 27.4** Accrual of personal/carer's leave, annual leave and long service leave would remain unchanged.
- 27.5** An Employee working under a purchased leave scenario may request a return to standard employment conditions or other form of purchased leave. Such requests can only be made every twelve (12) months from the date of transfer.
- 27.6** Each twelve (12) months the arrangement will be reviewed to ensure that it meets VicTrack's operational requirements.

28 PERSONAL/CARER'S LEAVE

A Casual Employee is not entitled to paid personal/carer's leave, but is entitled to unpaid personal/carers leave as per Clause 28.5.

28.1 Entitlement to paid personal/carer's leave

- 28.1.1** For each year of service with VicTrack, an Employee is entitled to fifteen (15) days of paid personal/carer's leave.
- 28.1.2** The Employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.
- 28.1.3** Accrued personal/carer's leave will not be paid out on termination.

28.2 Taking paid personal/carer's leave

- 28.2.1** The Employee may take paid personal/carer's leave if the leave is taken:
- (a) because the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee (personal leave); or
 - (b) an unexpected emergency affecting an immediate family or household member (carer's leave); or
 - (c) the requirement to provide ongoing care and attention to another person who is wholly or substantially dependent on the Employee, provided that the care and attention is not wholly or substantially on a commercial basis (carer's leave);
 - (d) to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.

28.2.2 Conditions for taking paid personal/carer's leave

- (a) 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.
- (b) An Employee shall not be entitled to payment in respect of other than ordinary hours of employment.
- (c) In the case of an Employee rostered off on an EDO being sick or injured on the EDO to be taken off, they will be entitled to personal leave upon production of satisfactory medical evidence as outlined in clause 28.8 and the time accrued towards the EDO shall be re-credited to the Employee.

28.3 Employee taken not to be on paid personal/carer's leave on public holiday

If the period during which the Employee takes paid personal/carer's leave includes a day or part-day that is a public holiday (under clause 34) in the place where the Employee is based for work purposes, the Employee is taken not to be on paid personal/carer's leave on that public holiday.

28.4 Payment for paid personal/carer's leave

28.4.1 A Full Time or Part Time Employee must be paid at the Employee's ordinary hourly rate of pay for the Employee's ordinary hours of work.

28.4.2 A Casual Employee is not entitled to paid leave under this clause.

28.5 Entitlement to unpaid carer's leave

28.5.1 Casual Employees are entitled to two (2) days of unpaid carer's leave for each occasion when a member of the Employee's immediate family, or a member of the Employee's household, requires care or support because of:

- (a) a personal illness, or personal injury, affecting the member; or
- (b) an unexpected emergency affecting the member.

28.6 Taking unpaid carer's leave

28.6.1 The Employee may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support as referred to in clause 28.5.

28.6.2 The Employee may take unpaid carer's leave for a particular permissible occasion as:

- (a) a single continuous period of up to two (2) days; or
- (b) any separate periods to which the Employee and VicTrack agree.

28.6.3 The Employee cannot take unpaid carer's leave during a particular period if the Employee could instead take paid personal/carer's leave.

28.7 Notice and evidence requirements

28.7.1 The Employee must give VicTrack notice of the taking of personal/carer's leave by the Employee.

28.7.2 The notice:

- (a) must be given to VicTrack as soon as practicable (which may be a time after the leave has started); and
- (b) must advise VicTrack of the period, or expected period, of the leave.

28.7.3 An Employee who has given VicTrack notice of the taking of personal/carer's leave must, if required by VicTrack, provide evidence that would satisfy a reasonable person that:

- (a) if it is paid personal/carer's leave the leave is taken for a reason specified in clause 28.2; or
- (b) if it is unpaid carer's leave the leave is taken for a permissible occasion in circumstances specified in clause 28.5.

28.8 Medical Certificates, Statutory Declarations and Other Evidence

28.8.1 Applications for leave of absence on the grounds of illness shall be supported by the satisfactory certificate of a registered health practitioner, subject to the following:

- (a) VicTrack may grant leave of absence on the grounds of illness, without production of a satisfactory certificate of a registered health practitioner, to the extent of five (5) days in total in any sick leave year of service, provided that the maximum number of consecutive days that will be granted without the production of a satisfactory certificate of a registered health practitioner shall be two (2) days. Any such leave not taken shall continue to be an accrued entitlement.
- (b) A satisfactory certificate from a registered health practitioner is required for days absent directly before or after a public holiday. If a satisfactory certificate is not provided the Employee will not be entitled to payment for the period of absence, (excluding the public holiday).
- (c) An Employee shall not be required to furnish a satisfactory certificate of a registered health practitioner in respect of any period while an in-patient at a registered hospital or where VicTrack's medical officer indicates unfitness for any duty following a medical examination.

28.8.2 Applications for leave of absence on the ground of illness may be supported by evidence other than a satisfactory certificate of a registered health practitioner, such as a statutory declaration.

28.8.3 A statutory declaration may only be used as evidence of illness where:

- (a) it was not practicable for the Employee to obtain a certificate from a registered health practitioner due to extenuating circumstances; and
- (b) the period of absence is of no more than two (2) consecutive working days.

28.9 Paid personal/carer's leave must not be cashed out

Paid personal/carer's leave must not be cashed out.

28.10 Employee to comply with this clause

An Employee who does not comply with this clause is not entitled to take paid leave under this clause.

29 LONG SERVICE LEAVE

- 29.1** A permanent Employee is entitled to thirteen (13) weeks' long service leave with pay after the completion of ten (10) years' continuous service. Additional entitlements accrue at the rate of 1.3 weeks' leave with pay in respect of each additional year of completed continuous service.
- 29.2** When an Employee has completed at least seven (7) years' continuous service:
- ▶ Pro rata long service leave may be taken with the approval of VicTrack; and
 - ▶ If employment is discontinued by the Employee or by VicTrack for any reason, pro rata payment for long service leave will be granted in respect of each year of completed continuous service.
- 29.3** In cases when an Employee retires on account of age or ill health, dies or is terminated on the grounds of redundancy, entitlement to long service leave is subject to a minimum of four (4) years' completed continuous service and is computed on the basis of 1.3 weeks' leave for each completed year of service.
- 29.4** On request from an Employee, the whole or any part of due long service leave may be taken at half pay for a period equal to twice the whole or part of the period to which the Employee is entitled. For the purposes of this clause, half pay means pay computed at half the rate that would have been received had the leave been granted at full pay.
- 29.5** In calculating the period of service for long service leave purposes any continuous period of leave of absence without pay for one (1) month or more is to be excluded.
- 29.6** An Employee shall not accrue an EDO whilst they are on Long Service Leave.
- 29.7** Casual Employees shall be entitled to Long Service Leave in accordance with the *Long Service Leave Act 2018* (Vic).

30 MANAGEMENT OF EXCESS LONG SERVICE LEAVE

- 30.1** The parties acknowledge that an Employee can access pro rata long service leave following seven (7) years continuous service and encourage discussions between employees and managers so that long service leave balances remain below the levels referred to in clause 30.5 prior to the Employee reaching ten (10) years continuous service.
- 30.2** A Long Service Leave Management Plan as part of the Individual Performance Management Plan will be established for each Employee who has attained at least ten (10) years of continuous service with VicTrack.
- 30.3** The Long Service Leave Management Plan will set out:
- (a) the schedule for the minimum individual utilisation of excess long service leave over the next 12 months;
 - (b) the amount of leave to be taken; and
 - (c) the proposed dates it is scheduled.
- 30.4** VicTrack will seek to establish the Long Service Leave Management Plan in mutual agreement with the Employee. If mutual agreement cannot be reached as part of the Individual

Performance Management Plan, VicTrack may direct the Employee to take such excess leave by providing the Employee with at least three (3) months of prior notice.

- 30.5** Employees may retain accrued long service leave up to the maximum accrual level as shown in the table below:

Years of continuous service	Maximum Accrual	
	Hours	Weeks
10 to 15 years	500	13
15+ years	760	20

- 30.6** Accrual above the respective maximums will be considered excess accrual. Notwithstanding, an Employee may utilise all accrued entitlements, with the approval of VicTrack and subject to the provisions of this Agreement.
- 30.7** Employees directed to take excess leave in accordance with clause 30.4 may be required to use an amount of long service leave per year until the maximum accrual level is attained.
- 30.8** Employees who have agreed to take excess long service leave as per the Long Service Leave Management Plan and then have the agreed period of long service leave cancelled, are not able to be directed to take excess leave in accordance with clause 30.4 in the relevant Individual Performance Management Plan cycle.
- 30.9** Notwithstanding clause 30.8, an Employee and their manager can mutually agree to vary their Long Service Management Plan at any time.
- 30.10** The Long Service Leave Management Plan will focus on maintaining no greater than the maximum accrual. The Long Service Leave Management Plan will therefore take into account the amount of long service leave that the Employee will have accrued at the time that the long service leave is to be taken.
- 30.11** The Long Service Leave Management Plan will be reviewed with the Employee annually.
- 30.12** Long service leave will be utilised subject to business needs and where an Employee utilises such leave, VicTrack will use its best endeavours to ensure the critical tasks of the respective position is maintained.
- 30.13** Notwithstanding clause 30.3 and 30.4, an Employee who elects to transition to retirement, in accordance with clause 12.3 of this Agreement, may retain a greater maximum accrual level by agreement with VicTrack, depending on the length of time of the transition to retirement period and the respective amount of excess long service leave remaining.
- 30.14** Where a transition to retirement plan is established or ceased, a revised Long Service Leave Management plan will be established with the Employee in accordance with the provisions of this clause.

31 LEAVE WITHOUT PAY

This clause does not apply to Casual Employees.

- 31.1** Leave without pay may be granted at the expiration of Employees' annual leave and EDO accruals entitlements in accordance with VicTrack's leave policies.

31.2 The provisions of this clause do not apply to clause 32 – Parental Leave.

32 PARENTAL LEAVE

The National Employment Standards contained in the FW Act provide minimum parental leave entitlements. This section sets out those minimum entitlements, and some additional entitlements. The Commonwealth Government also provides a paid Parental Leave scheme. Those entitlements are not referenced here.

32.1 Definitions

The following definitions apply for the purpose of this clause:

Birth parent means an Employee who will carry a child through pregnancy and give birth.

Child means a child of the Employee under school age.

De facto spouse means a person who lives with the Employee on a bona fide domestic basis, though not legally married to the Employee.

Eligible Child means a child under the age of sixteen (16) years who is placed with the Employee for the purposes of adoption, in accordance with s.68 of the FW Act. It excludes a child or step-child of the Employee or their Partner of who has previously lived continuously with the Employee for a period of six (6) months or more.

Date of placement relates to the adoption of an Eligible Child; and is the earlier of:

- (a) The first day the Employee takes custody of the child for adoption; or
- (b) The first day the Employee starts any travel reasonably necessary to take custody of the child for adoption.

Parental Leave An entitlement to be absent from work (whether paid or unpaid) in relation to the pregnancy, birth or adoption of a child, or in relation to a formal surrogacy arrangement which complies with part 4 of the *Assisted Reproductive Treatment Act 2008* (Vic).

Partner means current or former spouse; or current or former de facto spouse. “De facto spouse” means a person who lives with the Employee on a bona fide domestic basis although not legally married.

Primary Carer means the person who is the primary carer of a newborn or newly adopted Child. The primary carer is the person who meets the Child’s

physical needs more than anyone else. Only one person can be the Child's primary carer on a particular day.

Replacement Employee a person temporarily engaged, transferred, or promoted to work in higher duties for the period the Employee is on Parental Leave.

Secondary Carer means a person who has parental responsibility for the Child but is not the Primary Carer.

Spouse includes de facto spouse, former spouse, or former de facto spouse.

32.2 Entitlement to Parental Leave

32.2.1 Employees will have an entitlement to a combination of up to 52 weeks of paid and unpaid parental leave, where they are:

- (a) a full-time or part-time Employee with more than 12 months of continuous service; or
- (b) a Casual Employee - employed on a regular and systematic basis for more than 12 months; with a reasonable expectation of ongoing employment.

These Employees will be entitled to:

	Paid Leave	Unpaid Leave	Total Leave
Primary Carer	16 weeks	36 weeks	52 weeks
Secondary Carer	4 weeks	48 weeks	52 weeks

32.2.2 A person with less than 12 months service, or a Casual Employee who does not meet the eligibility requirements above, may take up to 52 weeks of unpaid Parental Leave.

32.2.3 Two Employees who are Partners (as defined) may take up to 8 weeks concurrent Parental Leave. This may commence 1 week prior to the expected date of birth or time of placement. Concurrent Parental Leave may be taken in separate periods (with each at least two weeks) unless VicTrack agrees to a different arrangement.

32.2.4 An Employee may apply to use Annual Leave or Long Service Leave instead of a period of unpaid leave. However, the total amount of paid and unpaid leave must not be more than 52 weeks, unless otherwise approved by VicTrack.

32.2.5 An Employee may apply to begin Parental Leave up to 6 weeks prior to the expected date of birth, however the total period of leave may be no more than 52 weeks.

32.3 Application for Leave (Notice Requirements)

32.3.1 An Employee seeking Parental Leave (whether paid or unpaid) must apply for the leave at least 10 weeks prior to the expected date of birth. The Application must include:

- (a) the dates the Employee proposes to start and finish the Parental Leave;
- (b) a statutory declaration indicating the period of Parental Leave their Partner intends to take; and

- (c) whether they will be the Primary Carer or Secondary Carer for the period or for what periods, with the exception of periods of concurrent Parental Leave.

32.3.2 VicTrack may require a medical certificate, or evidence that would satisfy a reasonable person, stating the expected date of birth or date of placement.

32.3.3 Where the period of notice above is outside the control of the Employee (for example because of a medical condition which unexpectedly requires confinement; or because the Employee receives a placement notice later than this) the Employee should provide notice as soon as practicable and will not be disadvantaged.

32.4 Fitness for Work during Pregnancy

32.4.1 Where an Employee is unwell to the extent they are not fit for work during pregnancy, they may use paid and unpaid Personal Leave (sick leave) entitlements.

32.4.2 VicTrack may at its discretion require the Employee to provide a medical certificate indicating they are fit for work, where the Employee continues to work during the 6 weeks prior the birth. VicTrack may require the Employee to start Parental Leave if the Employee:

- (a) is not fit for work; or
- (b) does not provide a medical certificate indicating they are fit for work within 7 days from the time the issue is raised with the Employee.

32.4.3 In accordance with section 81 of the FW Act, where a pregnant Employee provides a medical certificate indicating they are fit for work, but it is inadvisable for them to continue in their present position for a particular period (risk period) because of:

- (a) illness or risk arising out the pregnancy; and/or
- (b) hazards connected with the position

VicTrack will either:

- (c) transfer the Employee to a safe job (if available, which may include a job with fewer hours), with no change to their terms and conditions until the commencement of Parental Leave; or
- (d) If no safe job is available, and the Employee has applied for Parental Leave in accordance with clause 32.3 – Application for Leave (Notice Requirements), the Employee will not be required to attend work, and will be paid No Safe Job Leave. No Safe Job Leave will come to an end either when:
 - (i) the Employee is certified by a registered health practitioner as unfit for work during the 6 weeks prior to the expected date of birth (in which case they will commence Parental Leave); or
 - (ii) the pregnancy comes to an end (due to birth or otherwise).

32.5 Pre-Natal Leave

32.5.1 A pregnant Employee is entitled to up to one (1) week's paid leave per pregnancy to enable them to attend routine medical appointments associated with the pregnancy.

32.5.2 An Employee whose partner is pregnant is entitled to up to 7.6 hours paid leave per pregnancy to attend routine medical appointments associated with the pregnancy.

32.6 Surrogacy Leave – where Employee is the surrogate

An Employee who enters into a formal surrogacy arrangement which complies with Part 4 of the *Assisted Reproductive Treatment Act 2008* (Vic), as the surrogate, and who has met the service requirements of clauses 32.2.1(a) or (b), is entitled to:

- (a) Pre-Natal leave in accordance with clause 32.5; and
- (b) six weeks of paid leave.

32.7 Parental Leave – Other than by Birth of Living Child

32.7.1 Where the pregnancy of an Employee comes to an end other than by the birth of a living child (miscarriage, stillbirth or otherwise):

- (a) the Employee must notify VicTrack as soon as practicable;
- (b) advising how long they expect to be off work, in accordance with the following:

Pregnancy duration	Leave Entitlement
Up to 20 weeks	Paid or unpaid Personal Leave (sick leave).
Over 20 weeks	Paid Parental Leave in accordance with clause 32.2; and thereafter unpaid Parental Leave.

32.7.2 Where an Employee takes Paid Parental Leave for these reasons, VicTrack may require a medical certificate or evidence that would satisfy a reasonable person.

32.8 Parental Leave – Adoption

32.8.1 An Employee intending to adopt should apply for the Parental Leave in accordance with clause 32.3. The Employee must additionally include a note from the adoption agency that the child is an Eligible Child.

32.8.2 An Employee must provide VicTrack with confirmation from the adoption agency, or other appropriate body, of the start of placement.

32.8.3 Where the placement of a child for adoption does not proceed or continue, the Employee must notify VicTrack as soon as practicable. VicTrack will then nominate a date, a maximum four (4) weeks from the time they are notified, for the Employee's return to work.

32.8.4 An Employee seeking to adopt a child may take two (2) days' paid leave to attend any compulsory interviews or examinations necessary to the adoption process. The Employee must provide satisfactory evidence. Should the Employee require further leave for this purpose, VicTrack and the Employee may agree on a length of unpaid leave. Where agreement cannot be reached, the Employee is entitled to up to two (2) days' unpaid leave. Where paid leave is available to the Employee, VicTrack may require the Employee to take that paid leave instead.

32.9 Right to Request

32.9.1 To assist an Employee to balance work and parent responsibilities, an Employee with at least 12 months' service:

- (a) Who did not originally request a full 52 weeks of paid and unpaid Parental Leave may request to change the period of parental leave on one occasion, with a written request at least 4 weeks before the end date of their leave, in accordance with section 75 of the FW Act; and/or

- (b) Who has already taken 52 weeks of Parental Leave may request to take a further continuous period of up to 12 months unpaid Parental Leave, with a written request at least 4 weeks before the end date of their leave, in accordance with section 76 of the FW Act; and/or
- (c) Who requested a period of leave, but would like to reduce that time, may apply in writing to change the period of parental leave on one (1) occasion, at least 2 weeks prior to the start of the changed arrangement; and/or
- (d) To return to work on a part-time or flexible work arrangement until the child reaches school age, or while the child remains of school age, with a written request at least 7 weeks prior to the end date of their leave, in accordance with section 65 of the FW Act.

32.9.2 VicTrack may only refuse the request where there are reasonable business grounds to do so. VicTrack will provide a written response indicating whether it is accepting or refusing the request, and any reasons for its response within 21 days, in accordance with the FW Act.

32.10 Public Holiday during Parental Leave

Where a public holiday occurs during a period of *paid* Parental Leave, the public holiday will not be considered part of the Parental Leave. VicTrack will grant the Employee a day off in lieu to be taken immediately following the period of paid Parental Leave.

32.11 Returning to Work after Parental Leave

32.11.1 An Employee should notify of their intention to return to work at least 4 weeks before the end of their Parental Leave.

32.11.2 An Employee will be entitled to return to the substantive position they held immediately before taking Parental Leave. If the substantive position no longer exists; and there are other positions available that the Employee is qualified for and capable of performing, the Employee will be entitled to return to a position as near in status and pay as the substantive position.

32.12 Replacement Employees

In accordance with the FW Act section 84A:

Before engaging a Replacement Employee, VicTrack must inform them they will be engaged in a temporary role; and inform them of the rights of the Employee they are replacing to return to the role in a number of circumstances.

32.13 Consultation during Parental Leave

Where an Employee is on Parental Leave and a decision has been made which would have significant effect on the status, pay or location of the Employee's substantive position, VicTrack must take reasonable steps to consult with that Employee in accordance with clause 43 – Consultation.

32.14 Keeping in Touch Days

32.14.1 To facilitate an easier return to employment at the end of the Parental Leave, during a period of Parental Leave, an Employee may attend and perform work for up to 10 days as paid Keeping in Touch Days, where VicTrack agrees to the Employee working that day.

32.14.2 Keeping InTouch Days are provided for at section 79A of the FW Act. They:

- (a) must be at least 14 days after the birth or placement of the child; and

- (b) while an Employee may request to work within the first 42 days following the birth or placement of the child; VicTrack may not make this request.

32.14.3 Under the *Paid Parental Leave Act 2010* (Cth) if a person extends their Parental Leave, this will be counted as a second, separate period of Parental Leave, and they may have a further 10 days of paid Keeping in Touch Days.

32.15 Employer superannuation contributions during Parental Leave

VicTrack will continue to make employer contributions to an Employee's superannuation fund during their access to Parental Leave (whether paid or unpaid) up to 52 weeks.

33 COMPASSIONATE LEAVE

33.1 Entitlement

33.1.1 Subject to clause 33.1.2 (below), an Employee is entitled to two (2) days' compassionate leave (per occasion) when a person who is a member of the Employee's immediate family or household member:

- (a) contracts or develops a personal illness that poses a serious threat to their life; or
- (b) sustains a personal injury that poses a serious threat to their life.

33.1.2 If a member of the Employee's immediate family or household dies, the Employee is entitled to three (3) days' compassionate leave (per occasion), in addition to the entitlement above.

33.1.3 If a member of the Employee's immediate family residing outside of Australia dies, the Employee shall be entitled to four (4) days' compassionate leave, in addition to the entitlements under subclauses 33.1.1 and 33.1.2 above. This entitlement is available to the Employee only once per family member so affected. To be eligible, the Employee must provide proof of travel outside of Australia to the destination of the deceased family member.

33.2 Taking of Leave

33.2.1 The Employee may take compassionate leave if the leave is taken:

- (a) to spend time with the member of the Employee's immediate family or household who has contracted or developed the personal illness posing a serious threat to that member's life; or
- (b) to spend time with the member of the Employee's immediate family or household who has sustained a personal injury; or
- (c) after the death of the member of the Employee's immediate family or household.

33.2.2 The Employee may take compassionate leave as:

- (a) a single continuous two (2) day or three (3) day period in accordance with clause 33.1.1 and Clause 33.1.2; or
- (b) two (2) or three (3) separate periods of one (1) day each in accordance with Clause 33.1.1 and Clause 33.1.2; or
- (c) any separate periods to which the Employee and VicTrack agree. Agreement will not be unreasonably refused.

33.2.3 If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury posing a serious threat to the immediate family member's life or to the life of a member of the Employee's household, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

33.3 Notice and evidence requirements

33.3.1 The Employee must give VicTrack notice of the taking of bereavement/compassionate leave.

33.3.2 The notice:

- (a) must be given to VicTrack as soon as practicable (which may be a time after the leave has started); and
- (b) must advise VicTrack of the period, or expected period, of the leave.

33.3.3 An Employee who has given VicTrack notice of the taking of compassionate leave must, if required by VicTrack, provide evidence that would satisfy a reasonable person that the leave is taken for a reason specified in clause 33.2 .

33.4 Payment

33.4.1 A Full Time or Part Time Employee must be paid at the Employee's ordinary hourly rate of pay for the Employee's ordinary hours of work.

33.4.2 A Casual Employee is not entitled to payment under this clause.

33.4.3 Each period of compassionate leave stands alone and is not debited against any other type of leave.

33.4.4 Employees are also entitled to take unpaid compassionate leave – that is when a member of the Employee's household dies. VicTrack and the Employee should agree on the length of unpaid leave.

33.5 Employee to comply with this clause

An employee who does not comply with this clause, is not entitled to take leave under this clause.

34 PUBLIC HOLIDAYS

This clause shall not apply to a Casual Employee unless they work a Public Holiday.

Clause 34.5.6 shall not apply to Senior Managers.

34.1 An Employee is entitled to be absent from their employment on a day or a part day that is a public holiday in the place where the Employee is based for work purposes.

34.2 VicTrack may request the Employee work on a public holiday if the request is reasonable. The Employee may refuse the request if the request is not reasonable or the refusal is reasonable.

34.3 In determining whether a request to work on a public holiday by VicTrack, or a refusal to work on a public holiday by the Employee, is reasonable, the following must be taken into account:

- (a) the nature of VicTrack's business and the nature of the work performed by the Employee;
- (b) the Employee's personal circumstances, including family responsibilities;

- (c) whether the Employee could reasonably expect that VicTrack might request work on the public holiday;
- (d) whether the Employee is entitled to receive overtime payments (clause 22) or the various shift loadings (clause 10.6) that reflects work on the public holiday;
- (e) the type of employment of the Employee (for example, whether the Employee is full time; part time; casual or a shift worker);
- (f) the amount of notice in advance of the public holiday given by VicTrack when making the request;
- (g) in relation to the refusal of a request the amount of notice in advance of the public holiday given by the Employee when refusing the request;
- (h) any other relevant matter.

34.4 The following days shall constitute public holidays for the purposes of the Agreement:

- (a) 1 January (New Year's Day);
- (b) 26 January (Australia Day);
- (c) Labour Day;
- (d) Good Friday;
- (e) Easter Saturday;
- (f) Easter Sunday;
- (g) Easter Monday;
- (h) 25 April (Anzac Day);
- (i) Queen's Birthday (on the day on which it is celebrated Victoria);
- (j) Grand Final Eve;
- (k) Melbourne Cup Day;
- (l) 25 December (Christmas Day);
- (m) 26 December (Boxing Day); or

any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day or part day, that is excluded by the FW Act from counting as a public holiday.

34.5 Holidays in lieu and additional holidays

34.5.1 For an Employee designated as a Day worker:

- (a) When Christmas Day is:
 - (i) a Saturday, an additional holiday shall be observed on the following Monday.

- (ii) a Sunday, an additional public holiday shall be observed on the following Tuesday.
 - (b) When Boxing Day is:
 - (i) a Saturday, an additional holiday shall be observed on the following Monday.
 - (ii) a Sunday, an additional holiday shall be observed on the following Tuesday.
 - (c) When New Year's Day is a Saturday or Sunday, an additional holiday shall be observed on the next Monday.
 - (d) When Australia Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on the next Monday.
- 34.5.2** If, under a law of a State or Territory, a day or part day is substituted for a day or part day that would otherwise be a public holiday because of clause 34.4, then the substituted day or part day is the public holiday.
- 34.5.3** Further additional days may be declared or prescribed from time to time by order of a law of a State or Territory to which Employees shall be entitled to observe as a Public Holiday.
- 34.5.4** By agreement between VicTrack and the majority of Employees where the Employees are based for work purposes, another day may be substituted for a public holiday.
- 34.5.5** An Employee required to work on a public holiday shall be paid the rate prescribed in clause 34.6.
- 34.5.6** An Employee that is absent from where they are based for work purposes on a day or part day that is a public holiday shall be paid the rate payable in clause 34.6, for the Employee's ordinary hours of work on the day or part day.
- 34.5.7** If the Employee does not have ordinary hours of work on the public holiday, the Employee is not entitled to payment for the public holiday. For example: the Employee is not entitled to payment if the Employee is a Casual Employee who is not rostered to work on the public holiday or a Part Time Employee whose part time hours do not include the day of the week on which the public holiday occurs.

34.6 Payment for an employee working on a Public Holiday

An eligible Employee who works on a Public Holiday is to be paid at double time and a half.

35 EMERGENCY SERVICES LEAVE

- 35.1.1** An Employee who engages in a voluntary emergency management activity for a recognised emergency management body is entitled to be absent from his/her employment, on leave without pay, for a period if, the period consists of one (1) or more of the following:
- (a) time when the Employee engages in the activity;
 - (b) reasonable travelling time associated with the activity;
 - (c) reasonable rest time immediately following the activity;
- and, the Employee's absence is reasonable in all the circumstances.
- 35.1.2** An Employee who wants an absence from their employment must give VicTrack notice of their absence.

- 35.1.3** The notice must be given to VicTrack as soon as practicable (which may be at a time after the absence has started) and must advise VicTrack of the period, or expected period, of the absence.
- 35.1.4** An Employee who has given VicTrack notice of an absence under this clause, must, if required by VicTrack, provide evidence that would satisfy a reasonable person that the absence is because the Employee has been or will be undertaking Emergency Services Leave.
- 35.1.5** The Employees' absence from their employment is not covered by this clause unless the Employee complies with this clause.
- 35.1.6** Should a State or Territory law provide employee entitlements in relation to Emergency Services Leave, then to the extent that those entitlements are more beneficial to the Employees than those provided for under this clause, then those provisions shall apply to those Employees in lieu of the provisions of this clause.

36 JURY SERVICE

- 36.1** An Employee required to attend for Jury Service during rostered hours shall notify their supervisor as soon as possible prior to the commencement of the service and indicate the expected duration of attendance for Jury Service.
- 36.2** If an Employee is required to attend for Jury Service, they shall receive their normal rostered ordinary time pay provided VicTrack receives proof of their attendance.

37 FAMILY VIOLENCE LEAVE

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

Leave for family violence purposes is available to Employees who are experiencing family violence, and also to allow them to be absent from the workplace to attend counselling appointments, legal proceedings and other activities related to, and as a consequence of, family violence.

37.1 Definition of Family Violence

Family violence includes physical, sexual, financial, verbal or emotional abuse by a family member as defined by the *Family Violence Protection Act 2008* (Vic).

37.2 Eligibility

Leave for family violence purposes is available to all Employees. Casual Employees are entitled to access leave without pay for family violence purposes.

37.3 General Measures

- 37.3.1** Evidence of family violence may be required and can be in the form an agreed document issued by the Police Service, a Court, a registered health practitioner, a Family Violence Support Service, district nurse, maternal and health care nurse or Lawyer. A signed statutory declaration can also be offered as evidence.

- 37.3.2** All personal information concerning family violence will be kept confidential in line with VicTrack's policies and relevant legislation. No information will be kept on an Employee's personnel file without their express written permission.
- 37.3.3** No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing family violence.
- 37.3.4** VicTrack will identify contact(s) within the workplace who will be trained in family violence and associated privacy issues. VicTrack will advertise the name of any Family Violence contacts within the workplace.
- 37.3.5** An Employee experiencing family violence may raise the issue with their immediate supervisor, Family Violence contacts, Union delegate or nominated People & Culture contact. The immediate supervisor may seek advice from People & Culture if the Employee chooses not to see the People & Culture or Family Violence contact.
- 37.3.6** Where requested by an Employee, the People & Culture contact will liaise with the Employee's manager on the Employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with clause 37.4 and clause 37.5.
- 37.3.7** VicTrack will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an Employee reports family violence.

37.4 Leave

- 37.4.1** An Employee experiencing family violence will have access to 20 days per year of paid special leave following an event of family violence and for related purposes such as medical appointments, legal proceedings and other activities related to family violence (this leave is not cumulative but if the leave is exhausted consideration will be given to providing additional leave). 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.
- 37.4.2** An Employee who supports a person experiencing family violence may utilise their personal/carer's leave entitlement to accompany them to court, to hospital, or to care for children. VicTrack may require evidence consistent with clause 37.3.1 from an Employee seeking to utilise their personal/carer's leave entitlement.

37.5 Individual Support

- 37.5.1** In order to provide support to an Employee experiencing family violence and to provide a safe work environment to all Employees, VicTrack will approve any reasonable request from an Employee experiencing family violence for:
- (a) temporary or ongoing changes to their span of hours or pattern or hours and/or shift patterns;
 - (b) temporary or ongoing job redesign or changes to duties;
 - (c) temporary or ongoing relocation to suitable employment;
 - (d) a change to their telephone number or email address to avoid harassing contact;
 - (e) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- 37.5.2** Any changes to an Employee's role should be reviewed at agreed periods. When an Employee is no longer experiencing family violence, the terms and conditions of employment may revert back to the terms and conditions applicable to the Employee's substantive position.

37.5.3 An Employee experiencing family violence will be offered access to the Employee Assistance Program (**EAP**) and/or other available local employee support resources. The EAP shall include professionals trained specifically in family violence.

37.5.4 An Employee that discloses that they are experiencing family violence will be given information regarding current support services.

38 SPECIAL/DISCRETIONARY LEAVE

This clause does not apply for Casual Employees.

Where an Employee requires time away from work for a substantial reason (e.g. Blood Donor, Reserve Forces, Major Sporting Events, Study) they may be granted paid leave at the discretion of VicTrack.

The aforementioned is an indicative listing of the leave that may be sought by Employees; however, it is not limited to only these and further leave types are contained within VicTrack's policies.

39 VOLUNTEER LEAVE

39.1 Employees are entitled to up to five (5) days of paid leave per calendar year to engage in a voluntary community service activity, subject to the following requirements and conditions.

39.2 For the purposes of clause 39.1, a voluntary community service activity is any activity for the following entities or reasons that requires the attendance of the Employee at a time when the Employee would otherwise be required to be at work:

- (a) Country Fire Authority
- (b) State Emergency Service
- (c) Red Cross
- (d) St John's Ambulance
- (e) Landcare Australia
- (f) Keep Victoria Beautiful
- (g) Stationeers program
- (h) VicTrack's involvement in the Clean Up Australia Day event
- (i) Blood donation
- (j) Any other activity of a community service nature approved by VicTrack.

39.3 Employees' ability to take the leave referred to in clauses 39.1 and 39.2 is subject to VicTrack's operational needs and requirements.

39.4 Deduction from the leave balance referred to in clause 39.1 is on a full day per use basis.

Part 6: Consultation & Dispute Resolution

40 COMMUNICATION

- 40.1** The Parties are committed to consultation and communication throughout all levels and particularly where VicTrack policies and employee change of status is being implemented. Where time extensions, within reason, are sought by Employees directly impacted by proposed change, VicTrack will not unreasonably refuse such requests. The Parties agree that genuine and effective mechanisms for consultation and communication are fundamental to the achievement of greater job satisfaction, productivity, efficiency and flexibility.
- 40.2** The Parties agree to seek to establish an ongoing quarterly consultative committee meeting to further consultation and communication. This consultative committee will comprise at least two (2) Employee representatives (of which one (1) should be a Union representative), a representative from People & Culture, and at least one (1) Executive General Manager or the Chief Executive. Any representative may nominate a delegate to attend a meeting. The frequency of meetings may be increased on an ad-hoc basis as required.
- 40.3** The Parties reaffirm their commitment to the requirements of the Introduction of Change provisions as stated in Clause 43 – Consultation.

41 DISPUTE PROCEDURE

41.1 Resolution of disputes

- 41.1.1** For the purpose of this clause, a dispute also includes a grievance.
- 41.1.2** Unless otherwise provided for in the Agreement, a dispute about a matter arising under the Agreement or the National Employment Standards other than termination of employment, must be dealt with in accordance with this clause. This includes a dispute about whether VicTrack had reasonable grounds to refuse a request for flexible working arrangements or an application to extend unpaid parental leave.
- 41.1.3** To avoid doubt, this clause does not apply to any dispute on a matter or matters arising in the course of bargaining in relation to a proposed enterprise agreement.
- 41.1.4** VicTrack or an Employee covered by this Agreement may choose to be represented at any stage by a representative, including a Union representative or employer's organisation.

41.2 Obligations

- 41.2.1** The Parties to the dispute (and their representative(s)) must genuinely attempt to resolve the dispute through the process set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.
- 41.2.2** Whilst a dispute is being dealt with in accordance with this clause, work must continue in accordance with usual practice, provided that this does not apply to an Employee who has a reasonable concern about an imminent risk to their health or safety, has advised VicTrack of this concern and has not unreasonably failed to comply with a direction by VicTrack to perform other available work that is safe and appropriate for the Employee to perform.
- 41.2.3** No Employee covered by the Agreement will be prejudiced as to the final settlement of the dispute by the continuation of work in accordance with this clause.

41.3 Determination and dispute settlement facilitation

41.3.1 For the purposes of compliance with the Agreement (including compliance with this dispute procedure) where the chosen Employee representative is another Employee of VicTrack, they must be released by VicTrack from normal duties for such period(s) of time as may be reasonably necessary to enable them to represent Employees concerning matters pertaining to the employment relationship including but not limited to:

- (a) investigating the circumstances of a dispute or an alleged breach of the Agreement or the National Employment Standards;
- (b) endeavouring to resolve a dispute arising out of the operation of the Agreement or the National Employment Standards; or
- (c) participating in conciliation, arbitration or any other agreed alternative dispute resolution process.

41.3.2 The release from normal duties is subject to the proviso that it does not unduly affect the operations of VicTrack.

41.4 Discussion of dispute

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

41.4.2 If the matter is not settled, the Employee(s) can require that the matter be discussed with another representative of VicTrack appointed for the purposes of this procedure.

41.5 Internal process

41.5.1 If any party to the dispute who is bound by the Agreement refers the dispute to an established internal dispute resolution process, the matter must first be dealt with in accordance with that process, provided that the process is conducted as expeditiously as possible. The following principles shall be applied:

- (a) the rules of natural justice;
- (b) appropriate mediation or conciliation of the dispute is provided;
- (c) any views of who should conduct the review shall be considered by VicTrack; and
- (d) the process is conducted as quickly, and with as little formality, as a proper consideration of the matter allows.

41.5.2 If the dispute is not settled through an internal dispute resolution process, the matter can be dealt with in accordance with the processes set out below.

41.6 Dispute of a collective character

41.6.1 The Parties covered by the Agreement acknowledge that disputes of a collective character concerning more than one (1) Employee may be dealt with more expeditiously by an early referral to the FW Commission.

41.6.2 No dispute of a collective character may be referred to the FW Commission directly unless there has been a genuine attempt to resolve the dispute at the workplace level prior to the dispute being referred to the FW Commission.

41.7 Conciliation

41.7.1 Where a dispute is referred for conciliation, a member of the FW Commission may arrange:

- (a) conferences of the Parties or their representatives presided over by the member; and
- (b) for the Parties or their representatives to confer among themselves at conferences at which the member is not present.

41.7.2 Conciliation before the FW Commission shall be regarded as completed when:

- (a) the Parties have reached agreement on the settlement of the dispute; or
- (b) the member of the FW Commission conducting the conciliation has either of their own motion or after an application by either party, satisfied themselves that there is no likelihood that within a reasonable period, further conciliation will result in a settlement; or
- (c) the Parties have informed the FW Commission member that there is no likelihood of agreement on the settlement of the dispute and the member does not have substantial reason to refuse to regard the conciliation proceedings as completed.

41.8 Arbitration

41.8.1 If the dispute has not been settled when conciliation has been completed, a party to the dispute may request that the FW Commission proceed to determine the dispute by arbitration.

41.8.2 Where a member of the FW Commission has exercised conciliation powers in relation to the dispute, the member shall not exercise, or take part in the exercise of, arbitration powers in relation to the dispute a party objects to the member doing so.

41.8.3 Subject to subclause 41.8.4 below, the determination of the FW Commission is binding upon the Parties covered by this agreement.

41.8.4 A determination of a single member of the FW Commission made pursuant to this clause, may be appealed with the permission of a Full Bench of the FW Commission.

41.9 General Powers and Procedures of FW Commission

Nothing in this clause permits the Parties to refer a matter to, and for the FW Commission to make any order or to determine any matter referred by way of clause 41.7; and clause 41.8 where such an order or determination exceeds or would exceed the referral of powers to the Commonwealth Parliament under the *Fair Work Commonwealth Powers Act 2009* or relates to VicTrack's capacity to determine the number and identity of persons who it wishes to employ, the term of appointment of such persons, and the number and identity of the persons whom it wishes to dismiss with or without notice from its employment on redundancy grounds (in accordance with *Re: AEU*).

41.10 Personal Leave during Industrial Disputes

41.10.1 An Employee who is involved directly in an industrial stoppage will not be entitled to paid leave of absence for any illness or injury on any working day or shift reduced by the stoppage unless the absence extends prior and beyond that day or shift and is fully covered by a medical certificate.

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

42 EMPLOYEE REPRESENTATIVES

- 42.1** VicTrack acknowledges that authorised Union delegates represent and speak on behalf of Union members in the workplace and that an Employee may appoint another Employee to represent their interests.
- 42.2** Union delegates and Employee representatives will be granted reasonable time during working hours to:
- (a) Consult with Employees or members and officials of the representatives Union.
 - (b) Represent the interests of members to VicTrack.
 - (c) Attend industrial tribunal proceedings that involve VicTrack.
- 42.3** VicTrack will allow authorised Employee representatives and Union delegates with reasonable access to telephone, facsimile, post photocopying, meeting rooms, a cabinet, notice boards, internet and email facilities for the purpose of carrying out their role as an Employee representative or Union delegate.

43 CONSULTATION

43.1 Introduction of Change – Consultation regarding change

- 43.1.1** This term applies if VicTrack:
- (a) has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - (b) the change is likely to have a significant effect on Employees of the enterprise, or
 - (c) proposes to introduce a change to the regular roster or ordinary hours of work of Employees (see also clause 10.9 – Rostering)
- 43.1.2** VicTrack must notify the relevant Employees (as defined) and the Parties (as defined) of the decision to introduce the major change.
- 43.1.3** The relevant Employees may appoint a representative for the purposes of the procedures in this term. If:
- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (b) the Employee or Employees advise VicTrack of the identity of the representative;
 - (c) VicTrack must recognise the representative.
 - (d) The Parties (as defined at clause 4) are recognised as representatives for the purposes of the procedures in this clause without the need for the Employee to specifically nominate them.
- 43.1.4** As soon as practicable after making its decision, VicTrack must:
- (a) discuss with the relevant Employees:
 - (i) the introduction of the change; and

- (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures VicTrack is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (b) for the purposes of the discussion provide, in writing, to the relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.
- (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibility).

43.1.5 However, VicTrack is not required to disclose confidential or commercially sensitive information to the relevant Employees.

43.1.6 VicTrack must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

43.1.7 In this term, a major change is ***likely to have a significant effect on Employees*** if it results in:

- (a) the termination of the employment of Employees; or
- (b) major change to the composition, operation or size of VicTrack's workforce or to the skills required of Employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain Employees; or
- (f) the need to relocate Employees to another workplace; or
- (g) the restructuring of jobs.

43.1.8 Change to regular roster or ordinary hours of work

For a change referred to in paragraph 43.1.1(c):

- (a) VicTrack must notify the relevant Employees and Union of the proposed change; and
- (b) provide information to the Employees about the change; and
- (c) invite the Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
- (d) consider any views given by the Employees about the impact of the change, taking into account the requirements of clause 10.9 – Rostering.

43.1.9 In this clause, ***relevant Employees*** means the Employees who may be affected by the major change.

Part 7: Performance Management & Professional Development

44 PERFORMANCE RECOGNITION SCHEME

- 44.1.1** Employees employed under this Agreement may be eligible for an annual Incentive Payment in accordance with VicTrack's Performance Recognition Scheme.
- 44.1.2** Employees and managers are required to participate each financial year in the VicTrack Individual Performance Management Program as provided by the VicTrack Performance and Development Guide, which, for the sake of completeness, does not form part of this Agreement. Such participation is a pre-requisite to being eligible for any annual incentive payment. A review of existing policies will be undertaken within three months following commencement of this Agreement.
- 44.1.3** The key purpose of the Performance Recognition Scheme is to recognise and reward individual Employees for performance and achievement of annual objectives in line with the performance levels set out in clause 44.1.5 below.
- 44.1.4** Individual employee performance will be assessed in relation to achievement of their job requirements, and behavioural and work related KPIs, established annually with respective managers, in line with VicTrack policy.
- 44.1.5** The amount payable to an Employee who is assessed by VicTrack, in accordance with VicTrack Individual Performance Management Program policy and the Overall Ratings Matrix (Appendix 3), to fall within one of the following performance levels is:

Performance Level	Incentive Payment
Consistent Contributor	\$500
Strong Contributor	\$1,500
Exceptional Contributor	\$2,000
Outstanding Contributor	\$2,500

44.2 Incentive Payment Amount

- 44.2.1** Permanent Employees who have been:
- (a) employed for less than one year at the time at which the Employee participates in the Individual Performance Management Program; and
 - (b) assessed as falling within one of the Performance Levels pursuant to the table above,
- will be eligible to the relevant Incentive Payment for their Performance Level, calculated on a pro-rata basis based on their months of service.
- 44.2.2** Limited Tenure Employees
- (a) Limited Tenure Employees will only be eligible for the Performance Incentive Payment if the duration of the Limited Tenure employment is 12 months or greater.

- (b) For the avoidance of doubt, any contiguous period(s) of Limited Tenure Employment with VicTrack prior to the current engagement will contribute to the calculation of the duration of Limited Tenure employment.
- (c) For a Limited Tenure Employee to be assessed as falling in one of the Performance Levels pursuant to the table at clause 44.1.5 above, at the time of participating in the individual Performance Program they must have at least six (6) months of continuous service within the applicable financial year to be eligible for the Incentive Payment therein.
- (d) Where a Limited Tenure Employee has served the requisite period of service in clause 44.2.2(c), and is assessed at one of the Performance Levels, but has served less than 12 months in the applicable financial year, the applicable Incentive Payment will be calculated at a pro-rata basis based on their months of service within the applicable financial year.

***Note:** For example, an Employee commences in October for a Limited Tenure of 18 months. If they are assessed as one of the Performance Levels in clause 44.1.5 in July of the following year, they would be entitled to $\frac{3}{4}$ (9 of 12 months) of the applicable Incentive Payment amount.*

44.2.3 Part Time Employees

Part-time Employees are eligible for the Incentive Payment on the same basis as Full-time Employees, except that the payment amount will be calculated on a pro-rata basis, according to the proportion of full-time hours on which the Employee is engaged. Where an Employee has transitioned from full-time to part-time status (or visa-versa) throughout the previous year, the payment will recognise the length of their previous status.

44.2.4 Any Incentive Payment will be made as a one-off annual amount.

44.2.5 In determining the performance level of an Employee, VicTrack will undertake a moderation process in line with VicTrack Performance and Development Guide, to ensure consistency of assessment outcomes and payments across the organisation. This process will be conducted by VicTrack in conjunction with relevant managers prior to the confirmation of the assessment outcome to Employees and will not delay the annual completion period of the Individual Performance Management Program.

44.3 Review

44.3.1 An Employee may request a review of the outcome of their Individual Performance Management Program assessment, where the Employee reasonably considers that such outcome is not consistent with the Employee's achievement of their job requirements, and behavioural and work related KPIs.

44.3.2 The request must be made in writing to the People & Culture department, setting out the specific area(s) for review and reasons as to why the review should be undertaken.

44.3.3 The request must be made no later than fourteen (14) days after the date on which the Employee was notified of the outcome of their Individual Performance Management Program assessment.

44.3.4 The People & Culture department will review such requests in conjunction with the Employee and the applicable manager(s) and will advise the outcome of the review in writing to the Employee. This outcome will be final.

44.4 Staff Development and Performance Feedback

44.4.1 The overall objective of the Feedback Discussion is to provide a suitable development program for all individuals and to establish a process for mutual feedback in the workplace. The Feedback Discussion will enable both the supervisor and the Employee to measure the effectiveness of any training undertaken (or being undertaken) and provide a forum for ideas and suggestions.

- 44.4.2** It is an expectation of VicTrack that Employees will participate in the Staff Development process, which will include formal Feedback Discussion, conducted on a twelve (12) monthly basis. Informal discussions will occur midway through the twelve (12) month period to review progress of development.
- 44.4.3** An Employee may choose to be accompanied, during the Feedback Discussion, by a third person of their choice.
- 44.4.4** Records of the discussion will be given to the Employee and a copy will be kept on the Employee's file.
- 44.4.5** Areas of review will include but are not limited to productivity, safety, environmental awareness, individual work history (skills audit), job satisfaction, team and individual performance targets, training requirements and competency.

45 ABSENTEEISM

- 45.1** VicTrack's philosophy is to focus on encouraging Employees to be at work unless they are absent due to illness, injury or approved leave. Where it becomes apparent an Employee has developed a pattern of behaviour that is contrary to this focus, VicTrack's management is committed to encouraging and facilitating good attendance by communicating an expectation for improvement and providing the means by which improvement can be achieved and which may require the Employee upon return to work to attend an examination conducted by a Medical Officer nominated by VicTrack.
- 45.2** VicTrack will endeavour to work with the Employee to determine and resolve factors causing absenteeism.

46 DISCIPLINARY PROCESS

46.1 Application

- 46.1.1** Subject to applicable Victorian or Federal legislation, any disciplinary action will be consistent with this clause.
- 46.1.2** VicTrack is not obliged to comply with this clause in respect of:
- (a) Casual Employees;
 - (b) Employees who are subject to a probationary period of employment; or
 - (c) Employees subject to disciplinary action arising from serious misconduct.

46.2 Procedural fairness to apply

- 46.2.1** For matters involving unsatisfactory performance, conduct or behaviour, disciplinary action will be consistent with the principles of procedural fairness.
- 46.2.2** The Employee can request a support person of their choice, including a Union representative, to attend any of the disciplinary meetings herein referred to.
- 46.2.3** In applying this process, VicTrack must:
- (a) tell the Employee the purpose of any disciplinary meeting;

- (b) provide a reasonable opportunity for the Employee to seek advice before the disciplinary procedure commences;
- (c) allow the Employee the opportunity to provide details of any mitigating circumstances; and
- (d) if requested by the Employee, provide a copy of this clause as the formal disciplinary process to be followed.

46.2.4 VicTrack must invoke disciplinary action in accordance with the process below, subject to clause 46.2.5.

46.2.5 VicTrack may commence action at any stage of the process depending on the severity of the unsatisfactory performance, conduct or behaviour.

46.2.6 In cases of possible serious misconduct, VicTrack may stand down the Employee on full pay pending the outcome of an appropriate investigation.

46.3 First stage – counselling

The first stage is counselling the Employee. VicTrack must:

- (a) advise the Employee of the unsatisfactory performance, conduct or behaviour;
- (b) outline the standard required of the Employee; and
- (c) provide the Employee with an opportunity to respond.

Once the Employee has had an opportunity to respond to the issues raised in the counselling session, the Employee will be given a period of time to improve. The Employee will be advised of any consequences of not meeting the required standard.

46.4 Second stage – written warning

The second stage will occur if the Employee continues to engage in unsatisfactory performance, conduct or behaviour or does not demonstrate sufficient improvement.

At this stage the Employee will be given a formal written warning by the Employee's manager.

The warning must indicate:

- (a) what is expected of the Employee;
- (b) where and how the Employee is not meeting this expectation; and
- (c) the consequences of failure to improve.

The written warning will be placed on the Employee's personnel file.

46.5 Third stage – final warning

The third stage is the final warning. The Employee will be informed in writing that if there is a repetition or continuation of the unsatisfactory performance, conduct or behaviour, the Employee may be dismissed. The final warning will be placed on the Employee's personnel file.

46.6 Fourth stage – termination of employment

The fourth stage is termination of employment if the Employee continues to engage in unsatisfactory performance conduct or behaviour following the issue of a final warning.

If, after twelve (12) months from the date of the verbal and/or written warning, VicTrack determines that the performance and/or conduct and/or behaviour of the Employee has been satisfactory, the verbal and/or written record of the warning will not be relied upon by VicTrack in any future disciplinary matters unless the performance, conduct or behaviour is consistent with the performance, conduct or behaviour which resulted in the warning being given to the Employee.

47 TRAINING AND SKILLS DEVELOPMENT

- 47.1** The Parties to the Agreement recognise that in order to increase efficiency and the competitiveness of VicTrack, a continued commitment to training and skill development is necessary. Where a training opportunity exists that is consistent with an Employee's position description and a need has been identified through the IPM process access to this training will not be unreasonably withheld.
- 47.2** Accordingly, the Parties commit themselves to developing a highly skilled and flexible workforce, providing Employees with career opportunities through appropriate training to acquire additional skills and to enhance their skills in existing and new technologies where such training is to the benefit of VicTrack.
- 47.3** Employees will be paid for attending approved training programs during standard working hours. Reasonable out of pocket expenses will be reimbursed on the production of a receipt/tax invoice.
- 47.4** Furthermore, any nominated Employee will be entitled to up to five (5) days training leave per year with pay to attend a course(s) which are directed to improving the skills and knowledge of the participant in the system of workplace relations.
- 47.5** Training is to be provided by a Registered Training Organisation.
- 47.6** Training content could include but is not necessarily limited to knowledge about the system of workplace relations including rights and obligations for VicTrack's and Employees, and to skills such as communication, negotiations, dispute resolution and grievance handling, bargaining and agreement making, research equity and discrimination, and health and safety.

48 PROFESSIONAL CERTIFICATION & REGISTRATION

- 48.1** The parties acknowledge the commencement of the *Professional Engineers Registration Act 2019* (Vic) as at 1 July 2021 which establishes a scheme for the registration of professional engineers in Victoria. This clause is intended to only apply to staff required to be registered under the scheme as it stands as at 1 July 2021.
- 48.2** Where the requirement for an Employee to be registered as per the *Professional Engineers Registration Act 2019* (Vic) is deemed essential in the position description for a role, VicTrack will:
- (a) reimburse the Employee the approved cost of the assessment, compulsory registration fee and/or subsequent renewal fees
 - (b) provide paid study leave to complete and/or maintain registration, subject to operational requirements
 - (c) reimburse the Employee for costs to attend professional development programs to maintain professional registration

- (d) pay the Employee a \$2,000 annual all-purpose allowance in recognition of the increased responsibility and accountability that professional registration places on the Employee.

48.3 Nothing in this clause limits VicTrack's ability to introduce a policy to administer the employee entitlements provided by this clause.

48.4 Despite clause 48.1, should the *Professional Engineers Registration Act 2019* (Vic) be amended following commencement to require more employees to be registered, VicTrack may decide to apply the provisions of clause 48.2 to these employees.

Part 8: Termination of Employment

49 TERMINATION OF EMPLOYMENT

This clause does not apply to Casual Employees.

49.1 Amount of notice or payment in lieu of notice

VicTrack must not terminate the Employee's employment unless:

- (a) the time between giving the notice and the day of the termination is at least the period (the minimum period of notice) worked out under Clause 49.1.2; or
- (b) VicTrack has paid the Employee payment in lieu of notice of at least the amount VicTrack would have been liable to pay the Employee at the full rate of pay for the hours they would have worked had the employment continued until the end of the minimum period of notice.

49.2 The minimum period of notice is based on the Employee's period of continuous service at the day the notice is given:

Continuous service	Notice period
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

In addition to the period of notice set out above, an Employee who is over 45 years of age and has completed at least two (2) years of continuous service with VicTrack at the end of the day the notice is given, is entitled to an additional week's notice.

49.3 Transfer of business and notice of termination or payment in lieu

49.3.1 For the purposes of clause 49.2, a transferring Employee's period of continuous service includes each period of continuous service of the Employee with an old employer in the business being transferred (whether or not the old employer was previously a new employer in connection with the business).

49.3.2 However, the Employee's continuous service with an old employer is disregarded so far as the Employee had previously received notice of termination, or payment in lieu of such notice, in respect of that service.

49.4 Notice of termination by an employee

The notice of termination required to be given by an Employee is the same as that required of VicTrack except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned. If an Employee fails to give the required notice VicTrack may withhold from any monies due to the Employee on termination, under the Agreement or the National Employment Standards, an amount not exceeding the amount the Employee would have been paid under the Agreement in respect of the period of notice required less any period of notice actually given by the Employee.

49.5 Job search entitlement

Where VicTrack has given notice of termination to an Employee, an Employee must be allowed up to one (1) days' time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with VicTrack.

50 ABANDONMENT OF EMPLOYMENT

- 50.1** An Employee absent from work for a continuous period exceeding three (3) working days without the consent of VicTrack and without notification to VicTrack shall be prima facie evidence that the Employee has abandoned their employment.
- 50.2** If, within a period of fourteen (14) days from their last attendance at work or the date of their last absence in respect of which notification has been given or consent has been granted, the Employee has not established to the satisfaction of VicTrack that they were absent for a reasonable cause, the Employee shall be deemed to have abandoned their employment.
- 50.3** Abandonment of employment constitutes grounds for termination of employment if the employment has not already ended.
- 50.4** Termination of employment due to abandonment of employment will be subject to notice of termination provisions as set out in clause 49.

51 REDEPLOYMENT AND REDUNDANCY

The Victorian Government's policy in relation to public sector redeployment and redundancy is set out in the *Public Sector Industrial Relations Policies 2015*. The policy applies to VicTrack but does not form part of this agreement.

51.1 Salary Maintenance

- (a) Salary maintenance may be provided to a permanent Employee who:
- (i) commenced employment prior to 26 December 2017;
 - (ii) occupies a position that becomes surplus to requirements; and
 - (iii) is redeployed to a position with a lower rate of remuneration.
- (b) If the Employee is redeployed to a position in the same classification level as the position that has become surplus:
- (i) VicTrack will maintain the Employee's substantive rate of pay for the previous position (i.e. the position now surplus) for the ordinary hours of work (in accordance with subclause 51.1(e) or pay the remuneration rate of the position to which the Employee is redeployed, whichever is the greatest; and
 - (ii) the Employee will continue to receive the wage increase rates contained in clause 13 of this Agreement.
- (c) If the Employee accepts an offer of redeployment to a position in a lower classification level to that of the position that has become surplus:

- (i) VicTrack will maintain the Employee's substantive rate of pay for the previous position in accordance with clause 51.1(e); and
 - (ii) the Employee will not be entitled to wage increases contained in clause 13 of this Agreement until such time as the substantive rate of the new position occupied reaches the salary maintenance rate of the Employee.
 - (iii) This subclause will not apply where an Employee has a written commitment exempting the Employee from the provisions of this subclause from VicTrack or a VicTrack predecessor organisation.
- (d) If Employee is redeployed to a position in a higher classification level to that of the position that has become surplus:
 - (i) VicTrack will increase the Employee's substantive rate of pay for the previous position by 2%; or to the remuneration rate of the position to which the Employee is redeployed, whichever is greater; and
 - (ii) the Employee will continue to receive the wage increases contained in clause 13 of this Agreement.
- (e) In circumstances where salary maintenance applies (as set out earlier in this clause) VicTrack will maintain the Employee's substantive rate of pay for the previous position (i.e. the position now surplus) for ordinary hours of work (seventy-six (76) per fortnight). Any payment other than ordinary hours (including penalty payments that are attributed to the ordinary hours of work, or overtime hours worked) is to be paid at the substantive rate for the classification of the position now occupied (i.e. the position to which the Employee has been redeployed).
- (f) In order to retain their salary maintenance rate, the Employee is required to transfer to a suitable position up to the level of their salary maintenance rate whenever one becomes available. In determining whether a position is considered to be suitable, the skills, attributes and qualifications of the Employee will be compared with those required of the vacant position. Other factors to be taken into consideration will be the distance of the new worksite from the Employee's home compared with their current travel patterns; whether the new position requires the Employee to make significant changes to their work practices, such as the working of shifts; and the physical requirements of the position. Where a vacant position is considered suitable and the Employee refuses to accept a transfer, they will be reduced in classification and rate of pay to the level of the position they are currently occupying.

51.2 Employees engaged after 26 December 2017

- (a) Employees engaged after 26 December 2017 who accept an offer of redeployment to a position in a lower classification level, will be paid a single lump sum gross amount equal to the difference between the base rate of their previous appointed position and the redeployed position, that would have been payable over a period of twelve (12) weeks.
- (b) This lump sum amount will be in lieu of maintenance of previous wages and salaries and appointment will be at the remuneration rate of the redeployed position.

Part 9: Health and Safety

52 PERSONAL PROTECTIVE EQUIPMENT

- 52.1** To ensure that a business-like image is maintained, all field Employees are required to wear company issued clothing while working on-site.
- 52.2** Suitable company issued protective clothing shall be supplied by VicTrack and will be replaced on a fair wear and tear basis upon satisfactory proof.
- 52.3** It is also a condition of employment that all Employees wear a high visibility safety vest at all times where required. It is also a requirement to wear all other appropriate safety clothing and protective equipment provided, whilst working in VicTrack, and to ensure its proper care, maintenance and storage.
- 52.4** In the first instance, wherever suitable Australian-made clothing and equipment can be economically sourced, it shall be used in favour of articles manufactured outside of Australia.

53 OCCUPATIONAL HEALTH & SAFETY REPRESENTATIVES TRAINING LEAVE

- 53.1** An Employee elected as an Occupational Health and Safety Representative may be granted five (5) days' paid leave to undergo introductory or refresher training.
- 53.2** The training should be undertaken as soon as practicable after appointment, having regard to the availability of course places and work requirements.
- 53.3** The granting of leave applies only to the first period of election.
- 53.4** Further training in health and safety, in such matters as specific hazard courses, safe working practices or to provide necessary emergency services should be undertaken as appropriate and at management's discretion as to timing.
- 53.5** Payment is not to be made for travelling time in addition to the leave granted. Leave to attend courses is not to be debited against any leave.
- 53.6** Payment is to be as for a normal rostered shift and to include shift allowance, site disability allowance or any all-purpose allowance regularly paid but not for rostered overtime that would otherwise have been worked.
- 53.7** Payment is not to be made for incidental allowances such as dirt, heat, fumes allowances etc, as may be paid intermittently.
- 53.8** Where an Employee works shifts, attendance should be scheduled where practical to maintain the shift pattern and not exceed the normal number of shifts.

54 TRAUMA COUNSELLING

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

55 OCCUPATIONAL HEALTH AND SAFETY ISSUES

When a matter involving occupational health and safety arises, it shall be dealt with in accordance with the provisions of the *Occupational Health and Safety Act 2004(Vic)*.

56 FATIGUE MANAGEMENT

VicTrack will work with the Parties to develop and implement fatigue management principles and procedures to mitigate and prevent any workplace hazard. In line with these principles, all Parties recognise the duty of care of both VicTrack and Employees in managing this issue.

Part 10: Other Matters

57 PROVISION OF TOOLS

- 57.1** Subject to clause 57.5, VicTrack will provide Employees with all basic and specialist tools required to perform the Employee's duties.
- 57.2** Any basic tools that were in an Employee's possession prior to 13 December 2013 shall be deemed to be the personal property of the individual Employee.
- 57.3** Basic tools are as defined by VicTrack policy and issued to Employees from time to time.
- 57.4** All basic tools provided by VicTrack shall remain the property of VicTrack. Employees are responsible to maintain issued tools in good working order and to take reasonable steps to ensure the security of such tools.
- 57.5** Basic tools issued to Employees will only be replaced by VicTrack on the basis of fair wear and tear and unavoidable damage and loss as determined by VicTrack.
- 57.6** Specialist tools are any tools and equipment not identified and issued to Employees as basic tools.
- 57.7** Specialist tools, irrespective of when such tools were provided to the Employee, shall remain the property of VicTrack and shall be returned to VicTrack upon the termination of an Employee's employment.

58 EMPLOYEE TRAVEL PASSES

The provisions of this clause do not apply to a Casual Employee or a Limited Tenure Employee employed after 1 July 2009.

This clause does not apply to Senior Managers or Technical Specialists.

58.1 Employee Free Travel Authority (EFTA)

58.1.1 Eligibility

Permanent Full Time/Part Time

A permanent Full Time and/or a permanent Part Time Employee is entitled to be issued an EFTA.

Casual/Limited Tenure

A Casual Employee or a Limited Tenure Employee, employed prior to 1 July 2009 is entitled to be issued an EFTA. A Casual Employee or a Limited Tenure Employee employed after this time is not eligible to be issued with an EFTA.

58.1.2 Leave Without Pay

If an Employee has been granted leave of absence without pay for four (4) weeks or more and is in possession of an EFTA, the EFTA should be collected prior to the leave and held until the Employee's return. The only exceptions are for periods of authorised sick or injury leave covered by a medical certificate and Employees on extended leave of absence undertaking full time union duties.

58.1.3 Return on Termination

The EFTA must be returned on terminating employment and failure to do so may delay the Employee's final payment.

58.2 Intrastate Leave Passes

58.2.1 Definitions

For the purposes of this clause:

"Intrastate passes" are passes that are available for travel on:

- ▶ Metropolitan trains, trams and buses (both Government and privately owned).
- ▶ V/Line passenger services (including V/Line interstate Rail/Coach Link services) and contracted bus or privately owned train services that have replaced or supplemented certain country train services.

"Intrastate passes" are not available for travel by:

- ▶ Interstate trains beyond Albury and Wolsley.
- ▶ Chartered or privately owned trains, trams and buses (except as in the above dot points) and privately owned country and provincial city route buses unless designated a V/Line service.
- ▶ Tourist trains and trams.

58.2.2 Entitlement

Employees granted leave of absence as a deduction from annual leave, long service leave and/or accrued public holidays credits are eligible to be issued with an intrastate pass (subject to minimum debit of five (5) days) or a destination pass (minimum debit three (3) days) to or from a V/Line serviced location travelling first class where applicable for self, spouse and eligible dependents. The pass issued may be extended to cover an EDO, accrued thirty-eight (38) hour week credits, flexi leave, off roster days and up to a maximum of two (2) weeks leave of absence without pay when adjoining the grants of annual leave, long service leave and/or accrued public holidays.

58.2.3 Long Service Leave at Half Pay

- (a) Where an Employee is granted a period of long service leave at half pay, an intrastate pass may be issued but only to cover the period of the face value of the debit to long service leave credits.
- (b) Employees are to nominate the dates for which the pass is required.

58.3 Interstate Passes

58.3.1 Eligibility

- (a) Full Time Employees who have completed twelve (12) months' continuous service and who commenced with VicTrack prior to the date of lodgement of the *VicTrack Access Union Collective Agreement 2006* – when granted annual leave, long service leave and/or accrued public holidays – may be granted an Interstate Free Travel Voucher (redeemable for a ticket(s)) for self, spouse and eligible dependents subject to certain conditions.

- (b) New Employees who commenced with VicTrack after the lodgement of the *VicTrack Access Union Collective Agreement 2006* will not be eligible to receive Interstate Free Travel Vouchers.

58.3.2 Conditions of Use

- (a) Interstate travel is only available on travel between capital cities on:
 - (i) Intersystem train services that extend beyond Victorian border stations;
 - (ii) Intersystem services that extend beyond V/Line interstate Rail/Coach Link Service terminals; and
 - (iii) Other system services that entail travel across at least one (1) State border.
- (b) Interstate travel is NOT available on:
 - (i) Public transport services in the metropolitan area of any capital city;
 - (ii) Chartered or privately owned interstate services unless designated as a service of the particular rail system;
 - (iii) Tourist services; and
 - (iv) Certain intersystem services as nominated from time to time.

Further details are contained in VicTrack's Policies which do not form part of this Agreement.

58.4 Retirement Passes

58.4.1 Entitlement

- (a) Employees are eligible for an intrastate pass, available for self and eligible dependents, for the period of the accrued annual leave, accrued public holidays, accrued thirty eight (38) hour credits and long service leave due paid in lieu.
- (b) Separate intrastate passes may be issued on request for self and spouse subject to the Employee nominating on which pass (self or spouse) the dependent children (if any) are to be included.

58.5 Deferment of Passes Due to Ill Health

On production of a medical certificate stating that the Employee is/was unable to use their intrastate pass due to ill health, entitlements may be deferred for up to six (6) months.

58.6 Resignation

Employees who resign are not eligible for after retirement travel and other concessions except as may be provided for in Redundancy/Separation policies or those who have attained the age of fifty-four (54) years and eleven (11) months and are members of the Government Defined Benefits Scheme. However, Employees who resign after reaching the minimum retiring age are considered to have retired and may be eligible for an after-retirement pass.

58.7 Retired Employee Free Travel Authority (RETA)

On retirement, an Employee and/or eligible dependents will be entitled to a Retired Employee Free Travel Authority (**RETA**) and interstate travel concession subject to certain conditions provided the Employee completed a minimum of twenty (20) years' total service with Public

Transport prior to retirement account of age or ill health or on death the RETA has the same travel availability as an intrastate pass.

59 BEST PRACTICE EMPLOYMENT COMMITMENTS

59.1 The parties have identified and support the nominated Best Practice Employment Commitments below which are intended to:

- (a) implement and operationalise best practice employment practices in VicTrack; and
- (b) operationalise elements of the Victorian Government's Public Sector Priorities.

59.2 The Best Practice Employment Commitments are development and implementation of:

- (a) The VicTrack Competency Framework
- (b) The VicTrack Diversity & Inclusion Strategy
- (c) The VicTrack Gender Equality Strategy, as part of the VicTrack Diversity & Inclusion Strategy and VicTrack's obligations as per the *Gender Equality Act 2020* (Vic).

59.3 VicTrack Competency Framework

59.3.1 The goal of the VicTrack Competency Framework is to define organisational-wide competencies, assess employee capability, and build subsequent training and development programs to achieve nominated standards.

59.3.2 Expected outcomes from delivery of this initiative are:

- (a) Achieve long-term strategic objectives and plans by aligning people capability
- (b) Alignment of Enterprise Agreement role levels and job families
- (c) Build learning, development and training opportunities
- (d) Better role-design to job purpose
- (e) Credential mapping by role level.

59.4 VicTrack Diversity & Inclusion Strategy

59.4.1 The goal of the VicTrack Diversity & Inclusion Strategy is to create a diverse and inclusive workforce where everyone feels valued, respected and safe.

59.4.2 Expected outcomes from this initiative include:

- (a) Fostering an inclusive work environment where our Employees can achieve their career potential
- (b) Employees feel engaged and bring their best ideas forward
- (c) Creating a high-performance culture.

59.5 VicTrack Gender Equality Strategy

- 59.5.1** The VicTrack Gender Equality Strategy forms part of the VicTrack Diversity & Inclusion Strategy and operationalises VicTrack's obligations as per the *Gender Equality Act 2020*.
- 59.5.2** As part of its legislative obligations, VicTrack will set initiatives, targets and strategies to increase gender participation or balance in specific business functions, during project planning and recruitment and selection.

Signatories to Agreement

Signed for and on behalf of **Victorian Rail Track T/A VicTrack**

Name: **Kristen Georgakopoulos**

Address: **1010 Latrobe Street, Docklands, Vic.**

Position: **Executive General Manager People and Culture**

Signature: _____

Date: _____

Witness
Signature: _____

Witness Name: _____

Signed for and on behalf of **Professionals Australia**

Name: **Scott Crawford**

Address: **152 Miller Street, West Melbourne, Vic. 3003**

Position: **Director - Victoria**

Signature:  _____

Date: **30 September 2021**

Witness
Signature: **Type text here** _____

Witness Name: _____

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

Name: **Luba Grigorovitch**

Address: **Level 2, 365 Queen Street, Melbourne, Vic. 3000**

Position: _____

Signature:  _____

Date: **4 October 2021**

Witness
Signature: _____

Witness Name

Signed for and on behalf of **Employee**

Name: Tina Damchev

Address: 1010 Latrobe Street, Docklands, Vic.

Position:

Signature: *Tina Damchev*

Date: 5/10/21

Witness
Signature

Witness Name

Signed for and on behalf of **Employee**

Name: Jonathan Doncovio

Address: 1010 Latrobe Street, Docklands, Vic.

Position:

Signature: *[Handwritten Signature]*

Date: 05/10/2021

Witness
Signature

Witness Name

Signed for and on behalf of **Employee**

Name: Mark Finnegan

Address: 1010 Latrobe Street, Docklands, Vic.

Position:

Signature: *[Handwritten Signature]* Digitally signed by Finnegan, Mark
Date: 2021.10.05 11:08:53 +11'00'

Signature:

Date:

Witness
Signature

Witness Name

Signed for and on behalf of **Employee**

Name: Cassandra McKenzie

Address: 1010 Latrobe Street, Docklands, Vic.

Position: Safety Assurance Specialist

Signature:

Type to

Cassandra McKenzie

Date:

05 10 2021

Witness
Signature

Witness Name

Signed for and on behalf of **Employee**

Name: Sarah Vella

Address: 1010 Latrobe Street, Docklands, Vic.

Position:

Signature:

Sarah Vella

Date:

5 October 2021

Witness
Signature

Witness Name

Appendix 1: Job Family Structure Banding & Level Descriptors

	Current		First full pay period on or after 13 July 2021 (2%)		First full pay period on or after 13 July 2022 (2%)		First full pay period on or after 13 July 2023 (2%)		First full pay period on or after 13 July 2024 (2%)	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
A	\$67,623	\$90,577	\$68,975	\$92,389	\$70,355	\$94,236	\$71,762	\$96,121	\$73,197	\$98,043
B	\$85,263	\$101,141	\$86,968	\$103,164	\$88,708	\$105,227	\$90,482	\$107,332	\$92,291	\$109,478
C	\$94,378	\$113,489	\$96,266	\$115,759	\$98,191	\$118,074	\$100,155	\$120,435	\$102,158	\$122,844
D	\$104,670	\$127,014	\$106,763	\$129,554	\$108,899	\$132,145	\$111,077	\$134,788	\$113,298	\$137,484
E	\$116,430	\$148,183	\$118,759	\$151,147	\$121,134	\$154,170	\$123,556	\$157,253	\$126,028	\$160,398
F	\$134,070	\$161,120	\$136,751	\$164,342	\$139,486	\$167,629	\$142,276	\$170,982	\$145,122	\$174,401

CLASSIFICATION DESCRIPTORS

Level A (FOLLOW)

Roles at this level are narrow in focus and may be part of a team performing similar tasks or functions. Day to day activities may need to be prioritised in order to fit them into the activities of the team or workgroup. The job holder is accountable for following established procedures and the completion of their own tasks as assigned. Positions at this level are typically supervised and work is directed on routine matters. They exercise limited judgement and discretion in their normal duties and seek direction from their supervisor on non-routine matters.

Indicative roles: [Officers](#)

Level B (ASSIST)

Roles at this level will utilise specialised skills and a detailed understanding of procedures, systems and processes within the work area that has a specific narrow focus. The job holder is accountable for the quality of their own work. Positions at this level assist supervisors achieve outcomes and may exercise some judgement and discretion over routine matters before escalation to their supervisor. They may assist with routine issue resolution.

Indicative roles: [Officers](#)

Level C (APPLY)

Roles at this level will apply specialised skills, knowledge and an understanding of VicTrack's strategic objectives with a detailed appreciation of procedures, systems and processes within the work area that has a wider focus than jobs at Level A and B. The job holder is accountable for applying quality standards to the end product. Positions at this level are typically supervised and exercise a degree of judgement, applying discretion and initiative over a range of matters within their control prior to escalation to their supervisor.

Indicative roles: [Technical Officer/Coordinator](#)

Level D (ENABLE)

Roles at this level enable the achievement of objectives through the provision of professional or technical services to the organisation drawing upon extensive practical and technical skills. There may be responsibility for project or contract management and for the financial performance of the project. These roles require a wide range of contact with others and may be required to inspire or motivate others. The job holder exercises substantial personal responsibility and autonomy and is accountable for business outcomes and corrective action.

Indicative Role: [Specialist/Engineer/Senior Technical Officer](#)

Level E (ENSURE / ADVISE)

Roles at this level are held by experienced professionals responsible for providing proven specialist/technical expertise, and /or managing a diverse team and resources. Work will often identify trends generate original ideas and test innovative solutions. The job holder is accountable for ensuring the quality and professionalism of these services. Positions at this level typically lead a team of staff with the same or similar technical background and expertise and may have planning and budget responsibilities, advising management on operational matters relevant to their field of expertise.

Indicative Role: [Team Leader/Senior Specialist/Project Manager](#)

Level F (INITIATE, IMPLEMENT)

Roles at this level are professional specialists with high level expertise exercising independent professional responsibility and discretion and their particular functional area. Work includes the application of professional expertise and individuals will typically be managers of functional areas or senior individual contributors responsible for planning and operations in the area. The work includes initiating, developing and implementing operational plans and contributing to the longer term plans for the area that will fit within the organisational strategy. Positions at this level are accountable for implementation of strategy, critical business performance and leadership.

Indicative roles: [Manager/Principal Specialist/ Program Manager](#)

Appendix 2: Job Classification Relativity Guide

Roles	Typical Duties	Admin	Customer Service	Eng, IT, Tech	Professional	Property	Projects
Level F							
Manager	Typically two removed from Executive Team (may report directly to the Executive team with a smaller team/group)	Manager	Manager	Manager	Manager	Manager	Manager
Principal Specialist	Manage Part function (eg. Network Engineering as part function of Engineering)	Principal Specialist	Principal Specialist	Principal Specialist	Principal Specialist	Principal Specialist	Senior Project Manager
Principal Engineer	or The Principal (lead) specialist for a tertiary qualified specialty in the organisation			Principal Engineer		Development Manager	
Senior Project Manager	May hold a budget or instead would have responsibility to provide sign off or high level advice as the lead specialist for a function (eg. Principal Design Engineer)						
Development Manager	Accountable for either the management, budget and direction of a part function or for the strategic technical direction of a function						
	Ensure budgets and financial plans are developed and that services are operating within their budget						
	Identify trends, strengths, weaknesses, opportunities and threats in a specialist area/area of responsibility that may have an impact on the organisation						
Level E							
Team Leader	May report to a manager	Team Leader	Team Leader	Team Leader	Team Leader	Team Leader	Team Leader
Senior Engineer	Leads a technical team or is the team leader of an engineering/specialist team	Tertiary Qualified Senior Specialist	Tertiary Qualified Senior Specialist	Senior Engineer	Tertiary Qualified Senior Specialist	Tertiary Qualified Senior Specialist	Project Manager

Roles	Typical Duties	Admin	Customer Service	Eng, IT, Tech	Professional	Property	Projects
Tertiary Qualified Senior Specialist	or Senior tertiary qualified specialist or engineer			SME Technical Officer (Project specialist technical officer - sole specialist)		Assistant Development Manager	
Project Manager	May be accountable for part of a budget or spending within part of a budget						
Assistant Development Manager	will usually be required to hold a tertiary degree (possibly in management)						
SME Technical Officer (Project specialist technical officer - sole specialist)	may be the sole senior technical officer SME ensuring the delivery of a project or projects for PDG						
	Regular reports are reviewed and delivered as required						
	Trend reports are created and analysed regularly for proactive internal management purposes.						
Level D							
Senior Technical Officer	Reports to a team leader or manager	Tertiary Qualified Specialist	Tertiary Qualified Specialist	Senior Technical Officer	Tertiary Qualified Specialist	Tertiary Qualified Specialist	Tertiary Qualified Specialist
Supervisor	May be a senior technical officer that mentors and provides guidance to other technical officers			Supervisor			
Engineer	or may be a tertiary qualified engineer or specialist			Engineer			
Tertiary Qualified Specialist	or may supervise a non-technical or specialist team						

Roles	Typical Duties	Admin	Customer Service	Eng, IT, Tech	Professional	Property	Projects
	if senior technical or supervisor may have the ability to spend against a pre-set budget						
	if specialist/engineer will require tertiary education						
	if other would require						
	Not responsible for management of staff (may supervise) or a budget but may contribute to the annual budget planning process						
	May be responsible for ordering stock items						
Level C							
Coordinators	Competent and experienced technical officer	Coordinator	Coordinator	Technical Officer	Coordinator	Coordinator	
Technical Officers	or role that requires experienced person either supporting a tertiary qualified specialist or a manager/team leader			Graduate Engineer			
Graduate Engineer	Determine and Coordinate work requirements with a functional manager and other relevant roles across the organisation						
	Develop and maintain documents, databases and other records						
	Develop and supply reporting as required						
	Not responsible for management of staff or a budget						
	May be responsible for ordering stock items						
Level B							

Roles	Typical Duties	Admin	Customer Service	Eng, IT, Tech	Professional	Property	Projects
Officers (experienced/senior)	Experienced support function	Officer (experienced/senior)	Officer (experienced/senior)	Officer (experienced/senior)	Officer (experienced/senior)	Officer (experienced/senior)	
	Determine work requirements in consultation with colleagues, the functional manager and customer						
	Resolve routine work related problems						
	Compile accurate and timely management information relative to the specific role or function and provide basic analysis from available information						
	Not responsible for management of staff or a budget						
Level A							
Administrators	Support function for a team or to customers	Administrator	Administrator	Administrator	Administrator	Administrator	
Officers	Able to provide entry into VicTrack	Officer	Officer	Officer	Officer	Officer	
Intern	Maintain documents, databases and other work records as required	Intern	Intern	Intern	Intern	Intern	
	Clarify work requirements with colleagues, manager or customers as needed						
	Discuss and resolve any immediate problems with colleagues, managers or customers						
	Not responsible for management of staff or a budget						

Appendix 3: Individual Performance Rating Matrix

Performance	Significantly exceeded expectations	Unsatisfactory contributor	Variable contributor	Strong contributor	Exceptional contributor	Outstanding contributor
	Exceeded expectations	Unsatisfactory contributor	Variable contributor	Strong contributor	Exceptional contributor	Exceptional contributor
	Successfully met expectations	Unsatisfactory contributor	Inconsistent contributor	Consistent contributor	Strong contributor	Strong contributor
	Met some expectations/ developing in role	Unsatisfactory contributor	Inconsistent contributor	Inconsistent contributor	Variable contributor	Variable contributor
	Did not meet expectations	Unsatisfactory contributor	Unsatisfactory contributor	Unsatisfactory contributor	Unsatisfactory contributor	Unsatisfactory contributor
		Rarely observed	Sometimes observed	Often observed	Consistently observed	Coaches others
Behaviour/Conduct						

15 October 2021

Chambers of Deputy President Dean
Fair Work Commission

Via email: chambers.dean.dp@fwc.gov.au

Dear Deputy President Dean

VicTrack Enterprise Agreement 2021 – 2025 (AG2021/7728)
Written undertakings under section 190 of the *Fair Work Act 2009*

I, Patrick Steele, Group Manager Employee Relations for Victorian Rail Track T/A VicTrack, give the following undertaking in relation to the *VicTrack Enterprise Agreement 2021 – 2025* ('the Agreement'):

1. I have the authority given to me by Victorian Rail Track T/A VicTrack to provide this undertaking in relation to the application before the Fair Work Commission.
2. In clause 57.4 of the Agreement, I undertake that this clause will be read and taken to mean as follows:

All basic tools provided by VicTrack shall remain the property of the Employee. Employees are responsible to maintain issued tools in good working order and to take reasonable steps to ensure the security of such tools.

Signed for and on behalf of the employer,



Patrick Steele
Group Manager Employee Relations

VicTrack

Level 8, 1010 La Trobe St Docklands VIC 3008
GPO Box 1681 Melbourne VIC 3001
T +61 3 9619 1111
victrack.com.au

VicTrack