



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

One Rail Australia (Queensland) Pty Ltd T/A One Rail Australia
(AG2024/205)

ONE RAIL AUSTRALIA CENTRAL QUEENSLAND COAL OPERATIONS ENTERPRISE AGREEMENT 2023

Freight rail haulage industry

DEPUTY PRESIDENT SLEVIN

SYDNEY, 7 MARCH 2024

*Application for approval of the One Rail Australia Central Queensland Coal Operations
Enterprise Agreement 2023*

[1] An application has been made for approval of an enterprise agreement known as the *One Rail Australia Central Queensland Coal Operations Enterprise Agreement 2023 (the Agreement)*. The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) by One Rail Australia (Queensland) T/A One Rail Australia. The Agreement is a single enterprise agreement.

[2] A matter was raised with the applicant going to whether the agreement passes the better off overall test referred to in s.186(2)(d). In response the applicant provided undertakings. A copy of the undertakings is attached in Annexure A. A copy of the undertakings was provided to the union bargaining representative. No objection was raised. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and it will not result in substantial changes to the Agreement. Pursuant to s.201(3), 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. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in sections 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[4] The Australian Rail, Tram, and Bus Union, Queensland Branch and the Australian Federated Union of Locomotive Employees, being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[5] The Agreement was approved on 7 March 2024 and, in accordance with s.54, will operate from 14 March 2024. The nominal expiry date of the Agreement at clause 4.1 is 14 March 2027.



DEPUTY PRESIDENT

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ANNEXURE A

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2024/205

Applicant: One Rail Australia

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, [full name], [position] have the authority given to me by [name of employer] to give the following undertakings with respect to the **One Rail Australia Central Queensland Coal Operations Enterprise Agreement 2023** ("the Agreement"):

1. Employees categorised as Non-Loaded Remuneration Employees as per **Clause 23 Non-Loaded Remuneration Employees** of the *One Rail Australia Central Queensland Coal Operations Enterprise Agreement 2024* ('the Proposed Agreement') would work their ordinary hours Monday to Friday from 6:00am to 6:30pm, in accordance with **Clause 13 Ordinary Hours** of the *Rail Industry Award 2020* ('the Award').
2. Employees categorised as Non-Loaded Remuneration Employees as per **Clause 23 Non-Loaded Remuneration Employees** of the proposed Agreement and who work outside of the ordinary hours of work as referenced above, will receive payment for such work in accordance with the terms and conditions of **Clause 21 Penalty Rates** of the Award.
3. Any determination by the Company under **Clause 23** of the proposed agreement will include the base rate of pay plus penalties as prescribed in **Clause 24 Casuals** of the proposed Agreement.
4. Employees categorised as Non-Loaded Remuneration Employees as per **Clause 23 Non-Loaded Remuneration Employees** of the proposed Agreement and who work a Public Holiday will be paid in accordance with **Clause 59 Public Holidays** of the proposed agreement and **clause 27 Public Holidays** of the Award.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

D. G. Mills
Signature

EGM HUMAN RESOURCES

07/03/2024
Date

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.



One Rail Australia Central Queensland Coal Operations Enterprise Agreement 2023

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Part 1 – The Agreement and Its Operation

1 TITLE

1.1 This Agreement will be referred to as the *One Rail Australia Central Queensland Coal Operations Enterprise Agreement 2023* (the Agreement).

2 PARTIES TO THIS AGREEMENT

2.1 This Agreement covers:

2.1.1 **The Company or Employer:** One Rail Australia (Queensland) Pty Ltd (ABN 90 634 345 627)

2.1.2 **Employee or Employees:** Employees of the Company who are employed in one of the classifications contained in this Agreement to perform work in or in connection with the Company's coal operations in the following Central Queensland Coal Systems:

2.1.2.1 Goonyella;

2.1.2.2 Newlands;

2.1.2.3 Blackwater; and

2.1.2.4 Moura.

2.1.3 The “the Unions/Union” who will give notice to be covered by this Agreement as per s 183 of the *Fair Work Act 2009* (the Act):

2.1.3.1 The Australian Rail, Tram and Bus Industry Union, Queensland Branch (RTBU); and

2.1.3.2 The Australian Federated Union of Locomotive Employee (AFULE)

3 APPLICATION OF THIS AGREEMENT

- 3.1 This Agreement applies to the exclusion of any Modern Award, agreement, or other workplace instrument.
- 3.2 This Agreement does not purport to exclude the operation of the National Employment Standards (NES).
- 3.3 Part 2-1 and Part 2-2 of the Act describe the NES entitlements and may also provide terms that supplement or are ancillary to the entitlements of the Agreement.
- 3.4 This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

4 DURATION OF THIS AGREEMENT

- 4.1 This Agreement will commence operation seven (7) days after it is approved by the FWC and will expire three (3) years after approval by the FWC.
- 4.2 The Employer and the Unions agree to commence discussions regarding a replacement agreement no later than six (6) months prior to the nominal expiry date of this Agreement.

5 NO EXTRA CLAIMS

- 5.1 It is a term of this Agreement that the parties will not make any extra claims for the duration of this Agreement.

6 DEFINITIONS

- 6.1 The following terms which appear throughout this Agreement are defined as follows:

| | |
|-----------------------|--|
| The Act | the <i>Fair Work Act 2009</i> (Cth), or <i>Industrial Relations Act 2016</i> (Qld) as referred to in Clause 50 Long Service Leave |
| Continuous Shift Work | For the purposes of any NES entitlements (e.g. annual leave) means an employee regularly engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least five consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the employer) and who is regularly rostered to work those shifts. |
| Casual Employee | As defined in clause 8.4 |
| Forecast Roster | As defined in clause 28 |
| Full Time Employee | As defined in 8.2 |
| FWC | Fair Work Commission |
| Home Location | Designated sign on/off location as specified by the Employee's letter of offer |
| Immediate Family | Means: |

| | |
|---------------------|---|
| | <ul style="list-style-type: none"> ➤ an employee’s spouse (including de facto spouse, former spouse, former de facto spouse or same sex partner). ➤ a child (including an adult child, adopted child, foster child, or step child of an employee or an employee’s spouse, ex-spouse, de facto and ex- de facto). ➤ a parent, grandparent, grandchild or sibling of an employee or an employee’s spouse, de facto, or same sex partner. |
| Lift-Up/Lay-Back | The time Employees may be called in early (lifted-up) to an earlier sign on time or have their shift commencement delayed (laid-back) to a later time than shown on the Operational Roster. |
| Loaded Remuneration | Includes base salary and a payment for all allowances and penalties unless otherwise provided for in this Agreement. |

| | |
|---------------------------------|---|
| Loaded Remuneration Hourly Rate | As defined in clause 20 |
| Master Roster | As defined in clause 28 |
| Maximum Shift Length | As defined in clause 36 |
| NES | National Employment Standards as set out in Part 2-2 of the Act, as amended from time to time. |
| Shift Work | Means work performed by shiftworkers. |
| Operational Roster | As defined in clause 28 |
| Ordinary Hours | The hours of work which an Employee is required to work over the nominated 52-week period, for a full-time employee, calculated on the basis of 38 ordinary hours per week (including public holidays and leave periods), averaged over a roster cycle. |
| Ordinary Pay | <p>Ordinary pay is the rate of pay for the relevant employee as determined by the Company as follows:</p> <ul style="list-style-type: none"> ➤ For a Loaded Remuneration Employee -the Loaded Remuneration (clauses 20 and 22). |

| | |
|-----------------------|---|
| | <ul style="list-style-type: none"> ➤ For a Casual Employee - the Base Remuneration (clauses 20 and 24). ➤ For a Non-Loaded Remuneration -the Determined Remuneration (clauses 20 and 23). |
| Overtime | As defined in clause 31 |
| Part time Employee | As defined in clauses 8.3 |
| Permanent Night Shift | <p>Means where an employee:</p> <ul style="list-style-type: none"> a) during a period of engagement on shiftwork, works night shift only; or b) remains on night shift for a longer period than 4 consecutive weeks; or c) works on a night shift which does not rotate or alternate with another shift or with day work so as to give him or her at least 1/3rd of his or her working time off night shift in each shift cycle. |

| | |
|------------------------------|--|
| | -Note: “night shift” is considered a shift that commences at or between 1800 and 0359 hours for the purposes of the <i>Fair Work Act</i> . |
| Permanent Night Shift Worker | Is an Employee who regularly performs permanent night shift work |
| Rail Safety Worker | Any Employee who performs rail safety work as defined in the <i>Rail Safety National Law (Queensland) Act 2017</i> (Qld) |
| Safety Legislation | Any prevailing Occupational, Workplace, Health and Safety laws in Queensland that applies to the Company |
| Shift Length | The total time from a sign-on to a sign-off |
| Shiftworker | For the purposes of any NES entitlements (e.g. Annual Leave) shiftworker means a Employee who is a 7 day shiftworker who is regularly rostered to work on Sundays and Public Holidays. |

PART 2 – TERMS OF EMPLOYMENT AND RELATED MATTERS

7 CONDITIONS OF EMPLOYMENT

7.1 Where an offer is made to appoint an Employee under the terms of this Agreement, the offer will be in writing and shall contain the following:

- Commencement date;
- Home Location;
- Position, level and title contained in this Agreement;
- Remuneration level;
- Reference to this Agreement applying to the Employee; and
- Duration of probation period (except for casual Employees).

7.2 On commencement of employment new Employees will undergo an induction and orientation program, during which time they will be familiarised with the Company, their work sites, and the requirements of their position. During this time, they will have access to this Agreement and will be issued any other notices prescribed under the Act or other relevant legislation.

7.3 Employees recognise the need to be flexible in the performance of their duties and may be directed to perform a wider range of duties including work which is incidental or peripheral to their main tasks, responsibilities or functions providing they are competent to perform such work.

7.4 Employees are required to provide the Company with up-to-date contact details to ensure the Employee is contactable for the purposes of the provisions of this Agreement; for example, lift-up and lay-back. This requirement is remunerated as part of the remuneration.

8 ENGAGEMENT STATUS

8.1 An Employee may be engaged on a permanent full-time, permanent part-time, casual or fixed term basis. Employees shall not have their category of employment changed without their consent. Any agreed change shall be detailed in writing.

8.2 Full time Employee

8.2.1 A full time Employee is engaged to work an average of thirty-eight (38) Ordinary Hours per week over a roster cycle.

8.3 Part-time Employee

8.3.1 A part-time Employee is one engaged to work agreed defined minimum Ordinary Hours each week, that are less than 38 hours per week.

8.3.1.1 Overtime shall be paid where:

8.3.1.2 the Employee works in excess of 76 hours in a pay fortnight; or

8.3.1.3 the Employee is placed into a Master Roster, where Master Roster Reconciliation of Hours (Clause 30) will apply.

8.3.2 The agreed hours an Employee is required to work must be in writing and can only be altered by mutual agreement.

8.3.3 Wages and conditions of employment for part-time Employees will be calculated on a pro rata basis by reference to the Ordinary Hours of a full-time Employee.

8.4 Casual Employee

8.4.1 A casual Employee is an Employee engaged and paid as such on an ad hoc basis.

8.4.2 A casual Employee is one engaged to work less than 76 Ordinary Hours in a pay fortnight unless placed into a Master Roster.

8.4.3 Unless provided for in the Act or NES, other than long service leave in accordance with applicable legislation, casual Employees shall not be entitled to any form of paid leave, payment for Public Holidays not worked, or notice payments set out in this Agreement.

8.4.4 Overtime shall be paid where:

8.4.4.1 the Employee works in excess of 76 hours in a pay fortnight; or

8.4.4.2 the Employee is placed into a Master Roster, where Master Roster reconciliation of hours (clause 30) will apply.

8.4.5 **Casual Conversion**

Casual Conversion will be in accordance with the terms of the *Fair Work Act 2009*

8.5 **Fixed Term Employee**

8.5.1 A fixed term Employee is engaged on a full-time or part-time basis for a defined period or task, which may be subject to change/extension by agreement between the parties.

8.5.2 A fixed term Employee is entitled to all the benefits in Part 7 - Leave of this Agreement on a pro rata basis. Pro-rata will be calculated on an hourly basis using the applicable Hourly Rate for the classification.

9 **Probation and Qualifying Period of Employment**

9.1.1 All new Employees, except for casuals, will be engaged on an initial six-month probation period (qualifying period).

9.1.2 At any time during the qualifying period the Company or the Employee may terminate the employment relationship by giving one weeks' notice.

10 EMPLOYEE TRANSFERS

10.1 Temporary Transfer

10.1.1 Employees may be directed to change their Home Location on a temporary basis by the Company at its discretion (temporary transfer), to perform work covered by this agreement.

10.1.2 If the Company requires a temporary transfer, the Company will seek volunteers prior to issuing directions.

10.1.3 An Employee shall be given seven (7) days' notice of a temporary transfer. Shorter notice may be given by agreement.

10.1.4 When an Employee is temporarily transferred the following conditions apply:

10.1.4.1 Accommodation will be provided for by the Employer and will be equivalent to three-star accommodation where available, and where this standard is unavailable the accommodation provided will be the nearest possible to this standard;

10.1.4.2 The means of travel to and from the temporary location will either be provided by the Company or, where an Employee uses their own car by agreement, the Employee shall be reimbursed according to the current cents per kilometer rates provided by the Australian Taxation Office (as amended from time to time); and

10.1.4.3 Where an Employee is on a temporary transfer, the transfer location is to be treated as a Home Location for the period of the temporary transfer.

10.1.5 The time taken to travel to and from the transfer location is to be included in scheduled roster hours.

10.1.6 The duration of a temporary transfer will be determined on a case by case basis through discussion with the relevant Employee.

10.2 Temporary Transfer Work Expenses

10.2.1 Expenses of \$153.00 will be payable for each twenty-four (24) hour period of a temporary transfer. One-third (1/3) of the temporary transfer work expenses will be paid for every eight (8) hour period or part thereof.

10.2.2 The commencement time of the 24 hour period will be consistent with the sign on time at the Employee’s original depot location. The conclusion of a temporary transfer will be on sign-off at the original depot location.

10.2.3 Temporary transfer work expenses shall be adjusted in line with the following table:

| Year | Upon Commencement of New Agreement | First Yearly Anniversary of Agreement | Second Yearly Anniversary of Agreement |
|-------------------------------------|------------------------------------|---------------------------------------|--|
| Temporary transfer expenses payment | \$153.00 | \$159.12 | \$165.48 |

10.2.4 Expenses as described in in clause 26.7 will not apply.

11 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

11.1 The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:

- 11.1.1.1 The arrangement deals with one (1) or more of the following matters:
- 11.1.1.2 arrangements about when and/or where work is performed;

11.1.1.3 overtime rates;

11.1.1.4 penalty rates; and

11.1.1.5 allowances.

11.1.2 the arrangement meets the genuine needs of the employer and employee in relation to one (1) or more of the matters mentioned in clause 11.1.1; and

11.1.3 the arrangement is genuinely agreed to by the Company and Employee.

11.2 The Company must ensure that the terms of the individual flexibility arrangement:

11.2.1 are about permitted matters under section 172 of the Act; and

11.2.2 are not unlawful terms under section 194 of the Act; and

11.2.3 result in the employee being better off overall than the employee would be if no arrangement was made.

11.3 The employer must ensure that the individual flexibility arrangement:

11.3.1 is in writing; and

11.3.2 includes the name of the Employer and Employee; and

11.3.3 is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee and includes details of:

11.3.3.1 the terms of the enterprise agreement that will be varied by the arrangement; and

11.3.3.2 how the arrangement will vary the effect of the terms; and

11.3.3.3 how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

11.3.3.4 states the day on which the arrangement commences.

11.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

11.5 The Employer or Employee may terminate the individual flexibility arrangement:

11.5.1 By giving no more than 28 days' written notice to the arrangement; or

11.5.2 If the Employer and Employee agree in writing at any time.

12 FLEXIBLE WORK ARRANGEMENTS

12.1 Requests for Flexible Work Arrangements

12.1.1 Flexible Working Initiatives allow an employee to balance personal or family needs and preferences with work commitments. The Business acknowledges the importance of employees maintaining a balance and provides discretionary benefits in this Agreement to allow employees to organise their working arrangements in a more flexible way, subject to operational needs. This includes:

12.1.1.1 Job Sharing;

12.1.1.2 Working from Home

12.1.1.3 Part-time Study Leave Arrangements

12.1.1.4 Transition to Retirement Arrangements

12.1.1.5 Individual Flexibility Arrangements.

12.1.2 If any of the circumstances detailed below apply to an Employee, and they meet the other eligibility requirements in the NES, the employee request a change to their working arrangements relating to those circumstances. The circumstances are where the employee :

12.1.3 Is pregnant

- 12.1.3.1 Is a parent or has responsibility for the care of a child who is school aged or younger;
 - 12.1.3.2 Is a carer (within the meaning of the Carer Recognition Act 2010);
 - 12.1.3.3 Has a disability;
 - 12.1.3.4 Is 55 or older;
 - 12.1.3.5 Is experiencing family or domestic violence; or
 - 12.1.3.6 Provides care or support to a household member or immediate family member who requires care and support because the member is experiencing family or domestic violence.
- 12.1.4 The Employee’s request must be in writing and set out the details of the change sought and the reasons for the change
- 12.1.5 The Employer must give the Employee a written response to the request within twenty-one (21) days, stating whether the Employer grants or refuses the request.
- 12.1.6 The Employer may only refuse if;
- 12.1.6.1 The employer has:
 - 12.1.6.1.1 discussed the request with the employee; and
 - 12.1.6.1.2 genuinely tried to reach an agreement with the employee about making changes to the employee’s working arrangements to accommodate the employee’s circumstances; and
 - 12.1.6.2 the employer and the employee have not reached such an agreement; and
 - 12.1.6.3 the refusal is on reasonable business grounds.
- 12.1.7 The Employer may only refuse the request on reasonable business grounds.
- 12.1.8 The response from the Employer must:

- 12.1.8.1 state that the Business grants the request; or
- 12.1.8.2 if, following discussion between the Business and the employee, the Business and the employee agree to a change to the employee's working arrangements that differs from that set out in the request —set out the agreed change; or
- 12.1.8.3 state that the Business refuses the request and include the matter required by Clause 12.1.6.1 of this Agreement.
- 12.1.8.4 If the Business refuses the request, the written response must:
 - 12.1.8.4.1 include details of the reasons for the refusal; and
 - 12.1.8.4.2 set out the Business's particular business grounds for refusing the request; and
 - 12.1.8.4.3 explain how those grounds apply to the request; and
 - 12.1.8.4.4 either:
 - a) set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the circumstances mentioned in subsection (1) and that the Business would be willing to make; or
 - b) state that there are no such changes.
- 12.1.9 At any stage in the process an Employee can request advice or representation from their Union.
- 12.1.10 Disagreements between the Employee and the Employer in relation to this clause can be dealt with under the Disputes procedure in this Agreement and sections 65B and 65C of the *Fair Work Act 2009* (Cth).

13 STAND DOWN

13.1 Stand Down Without Pay

13.1.1 The Company, at its sole discretion, may stand down Employees without pay for any time during which they cannot usefully be employed because of one of the following:

13.1.1.1 industrial action (other than industrial action organised or engaged in by the Employer);

13.1.1.2 a breakdown of machinery or equipment, if the Employer cannot reasonably be held responsible for the breakdown;

13.1.1.3 a stoppage of work for any cause for which the Employer cannot reasonably be held responsible, including network planned and unplanned maintenance outside the Company's control.

13.1.2 Written notice:

13.1.2.1 the Employee and their representative must receive written notice outlining the date on which the stand down is to commence, the reasons for the stand down, and the expected duration of the stand down. This advice is to be provided at least two (2) days prior to the stand down commencing.

13.1.2.2 for network planned maintenance the Company must give affected employees at least 28 days' notice.

13.1.2.2.1 For the purpose of 13.1.2.2, network planned maintenance occurs when the Company receives notice from the network provider (of the maintenance) that is equal to or more than 29 days.

13.1.3 Employees directly affected by the stand down:

13.1.3.1 may elect to use accrued annual leave or long service leave (if the Employee has an entitlement to long service leave) as an alternative to being stood down.

13.1.3.2 may move their RDO's during the notice period to day/s covered by the stand down period, subject to Company approval.

13.1.4 Alternative work:

13.1.4.1 The Company will consider alternative work to be done, such as training, reaccreditations, maintenance etc. before proceeding with the stand down. In the event alternative work is identified, the Company may, at its sole discretion, offer this work to Employees.

13.1.5 To avoid doubt, the consultation provisions within this Agreement do not apply to a decision to stand down an employee under this clause.

13.1.6 Any period of stand down under this clause will not break and Employee's continuity of service, however, any such period will not count as a period of service for the purpose of service-based entitlements.

14 ABANDONMENT OF EMPLOYMENT

14.1 In the event that an Employee is absent from work (other than an authorised absence) without notifying the Company, and is not contactable by the Company, the Company may assume the Employee has abandoned their employment, and the Company may consider the contract of employment to have been terminated at the initiative of the Employee effective from the last day of work attended.

14.2 Prior to assuming the Employee has abandoned their employment, the Company will make every reasonable *effort* to contact the Employee prior to taking action to finalise the Employee's employment.

14.3 Should the employment be deemed to be terminated, payment of notice will be made in accordance with clause 15 of this Agreement.

15 TERMINATION OF EMPLOYMENT

15.1 Termination by the Company

15.1.1 An Employee's employment may be terminated in accordance with this clause for reasons including (although not limited to), where the Employee:

15.1.1.1 is unable to demonstrate the required skill or ability; and/or

15.1.1.2 engages in inappropriate conduct; and/or

15.1.1.3 engages in substandard performance; and/or

15.1.1.4 cannot satisfy the medical requirements for their position; and/or

15.1.1.5 works in a role which is redundant and the employee does not have sufficient years of service and Clause 16 Redundancy does not apply

15.1.1.6 has abandoned their employment.

15.1.2 The Employer may terminate the employment of an Employee (other than a casual Employee) by giving notice to the Employee or by making payment in lieu of such notice in accordance with the table below:

| Period of Continuous Service | Period of Notice |
|------------------------------|------------------|
| Less than 1 year | 1 week |
| 1 year of more | 4 weeks |

15.1.3 The period of notice required is increased by one (1) week if the Employee:

15.1.3.1 is over 45 years age; and

15.1.3.2 has completed at least two (2) years of continuous service with the Employer.

15.1.4 The Employer may terminate a Casual Employee's employment with one (1) days' notice. A Casual Employee must give the Company one (1) days' notice. The Casual Employee will not be entitled to any payment for the Period of Notice.

15.2 Termination by the Employee

15.2.1 An Employee who resigns must provide the Employer with 4 weeks' notice.

15.2.2 An Employee with less than one year of service is only required to provide one week's notice

15.2.3 The Employer may agree to a shorter period of notice from an Employee.

15.2.4 Where an Employee does not provide the Employer with the required notice, and the Employer does not agree to a shorter period, the Employer may deduct and retain an amount that is no more than one weeks' wages for the Employee from the amount that the Employer is required to pay the Employee upon termination.

15.2.4.1 Employees under the age of 18 are not to have monies deducted for a failure to provide the required notice.

15.3 Job Search Entitlement

15.3.1 Where the Employer has given notice of termination to an Employee, the Employee will be allowed up to one (1) day off, without loss of pay, for the purpose of seeking other employment.

15.3.2 This day off will be taken at a time agreed to between the Employee and the Company given the business needs of the Company.

15.4 Summary Dismissal

15.4.1 The Employer may terminate an Employee's employment without notice if the Employee's employment is terminated because of serious misconduct. Wages shall only be paid up to the time of dismissal.

16 REDUNDANCY

16.1 This clause does not apply to casual, or fixed-term Employees.

16.2 A redundancy scenario arises where the Company considers that it no longer requires the position an Employee has been performing to be performed by anyone, and this is not due to the ordinary and customary turnover of labour in the business.

16.3 Redundancy is a major change. The obligations in relation to consultation contained in this Agreement are to be observed.

16.4 Eligible Employees who are terminated by reason of redundancy are entitled to redundancy payments as provided by the NES. For the purpose of severance payments, a "week's" pay means the Base Remuneration for Ordinary Hours.

16.5 Where the Company offers and an Employee accepts a transfer in lieu of being made redundant to another location within the Company, or a related corporate entity, redundancy payments under this clause do not apply.

16.6 Where the Company finds suitable alternative employment for an Employee, redundancy payments under this clause do not apply.

16.7 Suitable alternative employment for the purpose of this clause is employment that:

16.7.1 The Company deems the Employee has relevant skills, qualifications or experience in order to perform the role; and

16.7.2 is on substantially similar terms and conditions to that of the redundant role.

16.8 Should the Employee not accept the suitable alternative employment, or the transfer as described in clause 16.5, the Company may apply to the FWC to vary the Employee's redundancy entitlement to nil, or an amount the FWC considers appropriate.

Part 3 – Safety

17 FITNESS FOR WORK

17.1 An Employee must be fit for work at all times, ensuring that they are well rested and prepared to carry out all duties including the safe operation of workplace equipment.

17.2 To ensure that the Employee does not attend or perform work whilst under the influence of drugs or alcohol, testing programs including mandatory, random, and causal testing will be carried out, at the Company's sole discretion. The testing is to ensure that Employee(s) are not under the influence of prohibited and/or illicit substances and is a mechanism to ensure persons are fit for work and are able to perform their duties in a safe manner without endangering themselves and others.

17.3 All Employee(s) are required to comply with any Company policies in relation to alcohol and/or drugs (as amended from time to time) and any other customer and site (for example coal terminals) policies that relate to the management and testing of alcohol and other drugs.

17.4 Failure to comply with these policies may result in disciplinary action up to and including termination.

17.5 Employee(s) agree to attend rail health assessments as required by the Company.

- 17.6 Employee(s) agree to attend any other medical assessment or take any drug/alcohol test as directed by the Company.
- 17.7 Employee(s) agrees that the results of any health assessment and/or drug and alcohol test conducted under this clause will be provided to the Company without the requirement for further consent from the Employee(s).
- 17.8 If Employee(s) do not meet the Company's safety and fitness for work requirements or refuse to take a test or assessment as directed, the Company may stand down Employee(s) without pay until such time as the Employee's fitness for work can be determined as fit for duty. If an employee is stood down under this clause, the Employee may take accrued personal leave, annual leave or long service leave (if the Employee has an entitlement to long service leave).
- 17.9 If Employee(s) refuse to complete an assessment or fails to meet fitness for work requirements, the Employee's employment may be terminated, at the Company's discretion.
- 17.10 Costs of any health assessment that the Company directs an Employee to complete, or test the Company directs an Employee to take, will be covered by the Company.
- 17.11 Employee(s) will be rostered to attend rail health assessments and hours will be credited to actual cycle hours worked.
- 17.12 Employee(s) who are required to undertake a periodic pathology tests will undertake those tests in their own time.
- 17.13 Employee remuneration includes time taken to undertake pathology tests and no additional hours, ordinary or overtime, will be credited to the Employee.

18 UNIFORMS, PROTECTIVE CLOTHING AND EQUIPMENT

- 18.1 The Company will provide Employees with uniforms and any required personal protective equipment as per Company policy.
- 18.2 Safety equipment provided by the Company will be utilised as directed by the Company and in accordance with the manufacturer's instructions.
- 18.3 Where a uniform, protective clothing or equipment is provided, it must be correctly worn and utilised.
- 18.4 Employees will take reasonable care of uniforms, protective clothing and equipment which will remain, at all times the property of the Company.
- 18.5 The Company will replace uniforms, protective clothing and equipment on a "fair wear and tear" basis, or in accordance with applicable occupational health and safety legislation.
- 18.6 Employees will return all clothing and equipment upon termination.
- 18.7 When at work or wearing the Company uniform, Employees are representing the Company. Accordingly, employees are expected to remain clean and tidy to the extent that this is possible. Worn or defective items of uniform, protective clothing or equipment must be reported to the Company.

Part 4 - Classification Structure and Remuneration

19 CLASSIFICATIONS

19.1 Positions

- 19.1.1 The positions covered by this Agreement are:

19.1.1.1 **Trainee Driver:** A trainee driver is an employee undertaking the necessary training to become a qualified driver.

19.1.1.2 **Driver:** A driver is a qualified locomotive driver who undertakes this work. A driver is also required to assist other personnel in Rail Operations (for example route knowledge and Driver mentoring) and other duties pursuant to the Conditions of Employment

20 RATES OF PAY

20.1 The Loaded Remuneration for each classification as at the date of commencement of this Agreement is included in the table in clause 26.6.1.

20.2 The Loaded Remuneration Hourly Rate is the Loaded Remuneration divided by 1976.

20.3 The Base Remuneration Hourly Rate is the Base Remuneration divided by 1976.

20.4 The rates of pay at commencement of this Agreement will apply from the first full pay period after the FWC approves the Agreement.

20.5 Rates of pay will be increased from the first full pay period following the first and , second anniversary of the date of commencement of the Agreement.

20.6 Table of Pay Rates

20.6.1 The rates of pay and agreed pay increases will be in accordance with the following table:

| Wage Increase and Applicable Pay Rates | | | | | |
|--|--------------------------------|------------------|------------------------------------|--|---|
| Percentage of Wage Increase | Last Enterprise Agreement Rate | 1% | 7% | 4% | 4% |
| Date of Increment | | 11 November 2023 | Upon Commencement of New Agreement | First Yearly Anniversary of Certification of Agreement | Second Yearly Anniversary of Certification of Agreement |
| Driver | | | | | |
| Base Remuneration | \$99,753.55 | \$100,751.09 | \$107,803.67 | \$112,115.81 | \$116,600.45 |
| Loaded Remuneration | \$145,385.50 | \$146,839.36 | \$157,118.11 | \$163,402.83 | \$169,938.95 |
| Trainee Driver | | | | | |
| Base Remuneration | \$68,442.67 | \$69,127.10 | \$73,965.99 | \$76,924.63 | \$80,001.62 |
| Loaded Remuneration | \$99,753.55 | \$100,751.09 | \$107,803.67 | \$112,115.81 | \$116,600.45 |

21 PAYMENT OF WAGES

21.1 Employees will be paid two (2) weeks in arrears by electronic funds transfer to an account nominated by the Employee.

21.2 Payment for Ordinary Hours for full-time Employees will be thirty-eight hours per week, representing an average of 38 hours per week over the roster cycle, and will be paid in equal fortnightly installments throughout the year.

21.3 Payment for part-time Employees will be based on their agreed minimum Ordinary Hours and actual hours worked.

21.4 Changes to scheduled payments may be made by the Employer to accommodate unusual situations or circumstances. Employees will be notified of any changes to the method of payment in advance.

21.5 Methods of payment, and payment periods may change according business requirements.

22 LOADED REMUNERATION EMPLOYEES

22.1 Employees will be paid the Loaded Remuneration if they are available twenty-four (24) hours per day, seven (7) days per week, including public holidays, and can perform all duties required.

23 NON-LOADED REMUNERATION EMPLOYEES

23.1 Where the Employee is not able to meet the requirements of clause 22, as determined by the Company:

23.1.1 the Employee will not be a Loaded Remuneration Employee;

23.1.2 the Company will determine whether the Employee's situation can be accommodated. This will be determined on a case by case basis consistent with the Employee's situation, and the requirements of the business,; and

23.1.3 if the Company, at its discretion, determines it is able to accommodate the Employee's situation by providing alternate, or sporadic duties, the Company,

at its discretion, will pay the Employee the Determined Remuneration. The Company will determine the Employee's remuneration on a case by case basis and in line with the availability and duties able to be performed. For an employee that works full-time equivalent hours, such rate shall not be below the Base Remuneration.

24 CASUAL EMPLOYEES

24.1 Casual Employees do not receive the Loaded Remuneration.

24.2 A Casual Employee receives the Base Remuneration Hourly Rate for their classification plus applicable penalties as prescribed in this clause.

24.3 Casual Loading

24.3.1 Employees engaged as casuals will be paid a casual loading of 25% in addition to the Base Remuneration Hourly Rate for the classification, for all Ordinary Hours worked, in lieu of any entitlement to paid leave, notice of termination, redundancy pay, pay for public holidays not worked or other benefit of permanent employment. For a Casual Employee, all penalties in this clause are in addition to this casual loading.

24.4 Applicable Penalties

24.4.1 The applicable penalty rate will be determined by reference to the actual hours worked by the Casual Employee.

24.5 Weekends, Public Holidays & Overtime

24.5.1 In addition to the Base Remuneration Hourly Rate, a Casual Employee will be paid:

24.5.1.1 50% loading for Ordinary Hours worked on a Saturday;

- 24.5.1.2 100% loading for Ordinary Hours worked on a Sunday;
- 24.5.1.3 150% loading for all Ordinary Hours worked on a public holiday;
- 24.5.1.4 75% of the Base Remuneration Hourly Rate for all Overtime hours worked.
- 24.5.1.5 75% of the Base Remuneration Hourly rate for all time worked on an RDO when placed in a Master Roster Link.

25 SUPERANNUATION

- 25.1 An Employee shall be entitled to have an Employer superannuation contribution made to a complying superannuation fund nominated by the Employee.
- 25.2 If the Employee does not nominate or have a complying superannuation fund, the Company will make superannuation contributions into the Company default MySuper product fund (Australian Super).
- 25.3 Such contribution shall be at the amount specified by the Superannuation Guarantee (Administration) Act 1992 (Cth) as amended from time to time.
- 25.4 Employees may choose to have additional contributions of a fixed amount or percentage, each pay period, deducted from their pre-tax income (salary sacrifice).
- 25.5 Employees will be responsible for obtaining their own financial and legal advice, and to make themselves aware of all requirements before entering into salary sacrifice arrangements.

26 RESTING AWAY FROM HOME

- 26.1 Employees may be rostered to Rest Away from Home as part of their rostered shifts.
- 26.2 Advice for the commencement time of the return shift will be communicated to the Employee in the Operational Roster.

- 26.3 Employees may be required to Rest Away from Home more than once before returning.
- 26.4 Lift Up and Lay Back provisions apply to both outgoing and return shifts.
- 26.5 Accommodation will be provided for by the Employer and will be equivalent to three-star accommodation where available, and where this standard is unavailable the accommodation provided will be the nearest possible to this standard.
- 26.6 Periods of Rest Away from Home are calculated (for the purposes of Overtime Calculation and Expenses) by reference to the sign-on and sign-off time at home location.
- 26.7 Employees who are required to Rest Away from Home shall be paid \$120.00 for each 24 hour period (Rest Away from Home Daily expenses). For each eight (8) hour Period, or part thereof, from sign-on to sign-off at home location one-third of the Rest Away from Home Daily Expenses shall be paid
- 26.8 Where an Employee is required to Rest Away from Home for longer than 16 hours at the rest location, the Employee will be paid a penalty of 175% of the Employees applicable Hourly Rate for each complete hour over 16 hours.
- 26.9 In circumstances where an employee is required to rest away from home more than once before returning to the employee's home location, the aggregate rest periods in excess of 16 hours (Time signed off in camp) shall be paid at 175% of the employees applicable Hourly Rate for each complete hour over 16 hours.
- 26.10 Rest Away from Home Daily Expenses shall be adjusted in line with the following table:

| Year | Upon commencement of the Agreement | First Yearly Anniversary of the Agreement | Second Yearly Anniversary of the Agreement |
|---------------------------------------|------------------------------------|---|--|
| Resting Away From Home Payment | \$120.00 | \$124.80 | \$129.80 |

27 TRAINING ALLOWANCES

27.1 Route Tutor Allowance

27.1.1 When an “Route Qualified Driver” is rostered to provide “route tuition” to a trainee or other driver:

27.1.1.1 The Route Qualified Driver shall be entitled to a payment of \$25.00 for this “route tuition shift”.

27.1.2 When there is more than one individual Route Qualified Drivers in the cab during the “route tuition shift”. The “Route Qualified Drivers” in the cab will be entitled to the \$25.00 for the duration of the shift.

27.1.3 “Route tuition” shall be defined as the following:

27.1.3.1 Coaching and mentoring provided by a Route Qualified Driver/s to equip a Train Driver or Trainee Train Driver with the knowledge and skills necessary to operate a train safely and efficiently along a designated route.

27.1.4 “Observation route tuition” shall be defined as the following:

27.1.4.1 Coaching and mentoring provided by a Route Qualified Driver/s to familiarise a Trainee Train Driver or Qualified Train Driver over a route.

27.1.5 This allowance shall not be payable when a “Route Qualified Driver” is rostered to assist a trainee or other driver with a “observation route tuition shift”

27.2 **Mentor Allowance**

27.2.1 **Mentor Drivers** are those employees who have been selected to provide mentoring for trainee drivers.

27.2.2 Mentor Drivers shall be appointed to work with their designated trainee, so as to provide the trainee with mentoring and training.

27.2.3 Mentor Drivers will be paid an allowance of \$60.00 per shift for the duration of the time they are rostered to work with their trainee driver (“the mentoring arrangement”). This allowance will continue to be paid until such time as the trainee driver ceases to require the training of a Mentor Driver.

27.2.4 Where Mentor Drivers are required, the Company will call for expressions of interest from Qualified Train Drivers. The selection of Mentor Drivers from the expressions of interest will be at the discretion of the Company.

27.2.5 If following the selection process there is an insufficient number of Mentor Drivers, the Company may select additional Qualified Train Drivers to become Mentor Drivers. This decision will be made based on business requirements and employees will not be unreasonably directed to become a Mentor Driver.

27.2.6 The Company or the Mentor Drivers may request that the Mentor Driver is rostered for upskilling at any time.

27.2.7 The Company and the Mentor Driver may agree to end the mentoring arrangement at any time during the duration of the arrangement.

27.2.8 The Company or Mentor Driver, can with written and reasonable reason, unilaterally end the mentoring arrangement during the duration of the arrangement.

Part 5 – Hours of Work

28 ROSTERS

28.1 The Roster Framework

28.1.1 The Roster Framework will consist of the:

28.1.1.1 Master Roster;

28.1.1.2 Forecast Roster; and

28.1.1.3 Operational Roster

28.2 Master Roster

28.2.1 The Master Roster:

28.2.1.1 Depicts all known workings, available days and RDO's;

28.2.1.2 Cycle length will be prescribed by management in accordance with operational requirements;

28.2.1.3 Will provide each full-time Employee 38 ordinary hours per week averaged across the roster cycle;

28.2.1.4 Can be amended and implemented with 14 days' notice as per clause 60 (Workplace Consultation) ;

28.2.1.5 May include shift durations up to the Maximum Shift lengths (clause 36);

28.2.1.6 Will show RDO's, averaging a minimum of 2 RDO's per week over the Roster Cycle; and

28.2.1.7 Will be published at the depot and can be printed/emailed to employees on request.

28.3 Forecast Roster

28.3.1 The Forecast Roster

28.3.1.1 Is based on the incoming two weeks of the Master Roster and will be published weekly by 17:00 hours on Friday;

28.3.1.2 Will highlight any shift changes from the Master Roster and any additional known workings;

28.3.1.3 May be changed from the Master Roster;

28.3.1.4 Will be published at the depot and can be printed/emailed to employees on request; and

28.3.1.5 RDO's cannot be changed unless by agreement between the Employee and the Company, at the Company's discretion.

28.4 Operational Roster

28.4.1 The Operational Roster

28.4.1.1 Is published a minimum of 55 hours prior to the day to which it applies;

Example: Published 17:00 hours on Monday, for shifts commencing 00:01 hours on Thursday.

28.4.1.2 Will show all shifts for the day to which it applies;

28.4.1.3 May be changed from the Forecast Roster;

28.4.1.4 Can be viewed when finished shifts and/or confirmed at any time after 1700 hours by Employees calling the depot; and

28.4.1.5 RDO's cannot be changed unless by agreement between the Employee and the Company, at the Company's discretion.

28.4.1.6 In the event of a severe disruption to services resulting from an emergency, and subject to consultation with local and state workplace representatives the process of posting the operational roster as defined in clause 28.4.4.1 may be temporarily reduced to 33 hours.

Example: Published 17:00 hours on Monday for shifts commencing on 00:01 hours on Wednesday.

28.4.1.7 In the event regulatory/ legislative changes, out of the company's control which inhibits the ability of the company to publish the Operational Roster a minimum of 55 hours prior to the day to which it applies, the company will consult local and state workplace representatives, providing details of the changes imposed on the business. Any genuine change of the ability to produce the Operational Roster a minimum of 55 hours prior to the day to which it applies, must not result in the timeframe being reduced to less than 33 hours.

29 HOURS OF WORK

29.1 The ordinary hours of work for a full-time Employee are an average of 38 hours per week averaged over a roster cycle.

29.2 The ordinary hours of work for a part-time Employee may be less than an average of 38 hours averaged over a roster cycle.

29.3 The ordinary hours of work for a casual Employee are a maximum of 76 hours per fortnight pay period, unless placed into a Master Roster, where Master Roster hours will apply.

29.4 Ordinary hours of work may be worked on any day at any time.

29.5 The ordinary hours for Loaded Remuneration Employees includes work on Public Holidays.

29.6 The maximum number of ordinary hours per shift will be up to the maximum allowable shift length.

29.7 Loss of Ordinary Hours Component (Absorption)

29.7.1 Employees who have made themselves unavailable (including by taking leave without pay, are absent without leave or are unable to be contacted) to perform their duties in any roster cycle may be scheduled on for less than Master Roster hours. To be clear, in such cases the Employee will forfeit the Ordinary Hours component for hours not worked for the relevant period that they were unavailable in the roster cycle.

29.8 No Loss of Ordinary Hours Component

29.8.1 Employees who have been engaged as full-time Employees who are scheduled for less than Master Roster hours in a fortnight, as a result of not being required to perform duties in that fortnight, will be paid for seventy-six (76) hours.

30 RECONCILIATION OF HOURS

30.1 Actual hours worked and Master Roster hours are reconciled every four weeks.

30.2 Where an employee's actual hours exceed total Master Roster hours for the four-week period, all additional hours will be deemed as Overtime.

31 OVERTIME AND REASONABLE ADDITIONAL HOURS

- 31.1 In addition to the Hours of Work (clauses 29 and 36), an Employee may be required to work reasonable additional Overtime.
- 31.2 Overtime is any Overtime identified in clause 30 (Reconciliation of Hours) and any hours worked on an RDO (RDO Overtime).
- 31.3 Overtime will be paid at 175% the Loaded Remuneration Hourly Rate for Employee classifications where the Loaded Remuneration is applicable.
- 31.4 Overtime will be paid at 175% the Base Remuneration Hourly Rate for Employee classifications where the Base Remuneration and Determined Remuneration is applicable.
- 31.5 Any work performed on an RDO is paid in the pay-period that it is worked and does not count towards ordinary hours.
- 31.6 An Employee may elect to forego overtime payments incurred as a consequence of working their RDO. If an Employee elects to do so, the Employee will have their RDO re-credited to them.

32 MEAL BREAKS

- 32.1 Meal breaks shall be taken to ensure that they do not delay train operations.

32.2 Two-Driver Operations

- 32.2.1 Meal breaks will be taken on route by rotating drivers.
- 32.2.2 No additional payment will be made (or hours credited) for this arrangement.

32.3 Other Operations

- 32.3.1 As far as practicable, meal breaks shall be taken during:
- 32.3.1.1 operational delays such as train crossing or passing; or

32.3.1.2 during breaks in loading/unloading operations; or

32.3.1.3 during loading/unloading where the crew is not in control of the movement of the train; or

32.3.1.4 where train queuing is likely to occur; or

32.3.1.5 any other reasonable time or location.

32.4 No additional payment will be made (or hours credited) for such arrangements.

33 LIFT UP/ LAY BACK

33.1 Lift Up/ Lay Back (used on the day of sign on)

33.1.1 Lift-Up: The Employer may Lift-Up Employees to a maximum of two (2) hours from the shift commencement time.

33.1.2 Lay-Back: The Employer may Lay-Back Employees to a maximum of four (4) hours from the shift commencement time.

33.2 Maximum Lift-up and Lay-back hours may be increased by agreement.

33.3 **Lift-Up - A Lift-Up of greater than 1 hour:** The Lift-Up Employee will be paid \$200.00.

33.4 **Lay-Back - A Lay-Back of greater than 2 hours:** The Lay-Back Employee will be paid \$200.00.

33.5 This allowance is indexed to the agreed wage increase and will increase on the anniversary date of this agreement. This increase is contained in the Allowance Table at the Appendix of this agreement.

33.6 Lift-Up following a Rostered Day Off: An Employee cannot be lifted-up into their RDO, unless by mutual agreement.

33.7 Employees must ensure they are contactable prior to the scheduled commencement of their shift to ensure compliance with Lift-up and Lay-back requirements.

33.8 An Employee can be advised at the end of a shift of a lift-up or lay-back for their next sign on time.

34 Lift- Up and Layback Advice

34.1 Conditions of Employment (Clause 7.4) in relation to employee contact details apply.

34.2 Employees are to ensure they are contactable for the purposes of communicating Lift-Up and Lay-Back advice.

34.3 Lift-Up and Lay-Back can be advised any time after the Operational Roster has been published.

34.4 Management will work with crews to ascertain an understanding of time needed to be advised for a Lift-Up and Lay-Back depending on the individual employees living arrangements.

34.5 A "common-sense" approach will be applied to Lift-Up and Lay-Back advice taking into account previously worked shifts, fatigue management, and individual circumstances.

34.6 Lift-Up and Lay-Back advice will be communicated by way of phone calls and/or text messages.

34.7 Methods of communicating Lift-Up and Lay-Back advice may change from time to time, at the Company's discretion, in line with technological advances and/or changes implemented within the business.

35 SHIFT CANCELLATIONS

- 35.1 If no alternate work is available and a shift is cancelled with less than three (3) hours' notice before the commencement of a shift, then 50% of the shift length will be credited to the Ordinary Hours for that roster cycle. If a shift is cancelled with three (3) or more hours' notice, the shift length is not credited to the Ordinary Hours for the roster cycle.
- 35.2 If a shift is cancelled with three (3) or more hours' notice, the shift length is not credited to the Ordinary Hours for the roster cycle.
- 35.3 If an Employee is rostered to work an RDO shift as an RDO Overtime Shift, and said shift is cancelled with less than eight (8) hours' notice, a minimum non-operational shift of 4 hours will be paid to the Employee at the relevant overtime rate.

36 SHIFT LENGTHS, SHIFT EXTENSIONS AND REST PERIODS

- 36.1 Shift lengths will be up to the Maximum Shift length as, and the relevant Regulation, as amended from time to time.
- 36.2 The current Regulation is the *Rail Safety National Law National Regulations 2012* (Cth) (the Regulation).
- 36.3 The Regulation prescribes the following:

| Configuration | Maximum |
|---|----------------|
| Two Driver Operations including a qualified train driver who is learning a route or undergoing an assessment. This includes a trainee who is | 12 hours. |

| | |
|--|-----------------|
| <p>considered a qualified driver as defined by legislation for the purposes of shift lengths</p> | |
| <p>Driver Only Operations (DOO) – Including a Two Driver Operation where One (1) Driver is not a Qualified Train Driver as defined by legislation.</p> | <p>9 hours.</p> |

36.4 Any matter in relation to Shift Lengths, Shift Extension and Rest Periods, not specifically mentioned within this clause is determined by the Regulation, as amended from time to time.

36.5 Should any matter specifically mentioned within this clause contradict a provision of the Regulation (as amended from time to time), the terms of the Regulation will prevail.

36.6 The Minimum Operational Shift Length will be six (6) hours.

36.6.1 An Operational Shift is where rail safety work directly relating to the operating of trains, for example train driving/shunting, is performed.

36.7 The Minimum Non-Operational Shift Length will be four (4) hours.

36.7.1 A Non-Operational Shift is where rail safety work is not required to be performed, for example, training, investigations and medical assessments.

37 SHIFT EXTENSIONS

37.1 Shifts can be extended beyond the hours in the Operational Roster up to the Maximum Shift Length.

- 37.2 If a Shift exceeds 12 hours, an Employee will receive a penalty of 175% on all hours worked over the 12 hour limit
- 37.3 If a Shift extension would lead to an Employee being entitled to another penalty found in this agreement, and the alternative penalty is of a rate of 175% or greater, the Employee will only be entitled to the highest applicable penalty on the hours worked.
- 37.4 Where it is operationally necessary to extend a shift, the Employee may be advised at any time up to the beginning of the shift extension.

38 REST PERIODS

- 38.1 Rest Periods will be as per minimum periods prescribed by the relevant legislation.
- 38.2 Limits on shifts in a fourteen (14) day period will be as per legislation.

39 TRAIN CREW CONFIGURATIONS

- 39.1 Employees will be rostered and required to work any train crew configuration, i.e. two- driver and driver-only operations, as determined by the Company at its discretion, in line with operational requirements.
- 39.2 Relay working will not be introduced during the operation of this Agreement.
- 39.3 The Company may introduce driver-only operations (DOO) in accordance with the relevant safety regulator's requirements.
- 39.4 When the Company intends to introduce DOO that have not been previously approved for any other rail operators to perform DOO, the Company will consult (as per Clause 60) with employees at the affected depots and Union representatives prior to the introduction of DOO.
- 39.5 No additional allowances are payable based on train crew configuration.

40 EXCESS WORK HOURS BANK

40.1 At the election of the Employee, any Overtime hours derived as above shall be credited at the applicable overtime rate and placed into an Excess Work Hours Bank as an alternative to receiving payment.

40.2 Where an Employee makes this election, the following will apply to the Excess Work Hours Bank:

40.2.1 The Employer shall provide a balance of an Employee's Excess Work Hours on the Employee's pay slip.

40.2.2 Employees may request to cash out Excess Work Hours at any time via an application to payroll . The request will be processed and paid within two (2) pay periods.

40.2.3 Employees may apply to the relevant Manager for approval to take time off using hours from the Excess Hours Work Bank.

40.2.4 The Employer will reconcile each Employee's Excess Work Hours Bank balance on the first full pay period after 1 December each year. Where an Employee has a balance of hours in their Excess Work Hours Bank at that date, one of the following will occur, at the discretion of the Employee:

40.2.4.1 The Excess Work Hours will be taken off as leave at a mutually agreed time within the next six (6) months unless agreed. Any leave taken in this manner will not be unreasonably withheld; or

40.2.4.2 The Excess Work Hours will be paid out within 2 pay periods of 1 December

40.3 Excess Work Hours taken as time off or cashed out will be at the Base Hourly Rate.

Part 6 – Rostering Principles

41 ROSTER ZONES

- 41.1 Rostering zones will be implemented when the Fourth Consist (train) commences its operations during the life of this Agreement.
- 41.2 Rostering zones will be two (2) hours either side of the time designated in the Master Roster
- 41.3 If the Fourth Consist is not in service by 1 July 2026, a roster zone of three (3) hours will be implemented either side of the time designated in the Master Roster until such time as the fourth consist is implemented.

42 ROSTERED DAYS OFF

- 42.1 All Rostered Days Off (RDO) will commence at 00:01 hours for a minimum duration of twenty-four (24) hours.
- 42.2 All Single Rostered Days Off will provide a minimum of 30 hours off from sign-off time.
- 42.3 Rostered Days Off are not to be infringed by either lift-up or lay-back, unless by agreement.
- 42.4 For clarity, once Rostering Zones are implemented, shifts must be rostered in the Operational Roster within two (2) hours or three (3) hours in the case of Cl. 41.3 either side of the time designated in the Master Roster. Any shifts rostered outside of these timeframes are by agreement only
- 42.5 Where, as a result of an out of course event, a shift may be extended into an RDO and overtime rates apply.

43 MASTER ROSTER STRUCTURE “LIFESTYLE ROSTER”

43.1 The Employer will implement the following “lifestyle roster” by 21 January 2024.

43.2 The Employer is committed to providing employees with what is known as a “lifestyle roster”.

43.3 For the purpose of this Agreement, the “lifestyle roster” arrangements will be as follows:

43.3.1 Five (5) consecutive Working Days followed by;

43.3.2 A Transition Day, followed by;

43.3.3 Three (3) Rostered Days Off (RDO) followed by;

43.3.4 Four (4) consecutive Working Days followed by;

43.3.5 A Transition Day, followed by;

43.3.6 Four (4) Rostered Days Off (RDO)

43.4 The above roster pattern will repeat as needed.

43.5 The below table is an example of this “Lifestyle Roster”:

| | | | | | | |
|--|-------------|--|----------------|----------------|--|--|
| 0400hrs Soft Shoulder (Start)- OT before 0400 | Working Day | Working Day | Working Day | Working Day | Transition Day / - 0100hrs HARD (Finish) – OT after midnight | RDO |
| RDO | RDO | 1200hrs Hard Shoulder (Start) | Working Day | Working Day | Working Day | Transition Day / y 1200hrs Hard Shoulder (Finish) - OT past 1000hrs |
| RDO | RDO | RDO | RDO | | | |

44 SOFT AND HARD SHOULDERS

44.1 For this clause a **Soft Shoulder** the Employer can roster Employees with different start and finish times within the designated period.

44.2 . This alteration incurs a penalty payment of 175% on the applicable rate.

44.3 For this clause a **Hard Shoulder** means that the Employer cannot roster an Employee within the designated period. Unless where mutual agreement is reached in the following circumstances:

44.3.1 Any request made by the Employer to roster the Employee within the designated period will incur a penalty of 175% on the applicable rate in breach of the shoulder time.

44.3.2 If the employee makes a request in writing to start or finish inside or outside of this shoulder. No penalty will be paid.

44.4 Shoulders and Rostering

44.4.1 After four (4) consecutive RDOs there will be a Soft Shoulder on the first Working Day at 0400. All hours worked before 0400 on this day will incur a penalty of 175% on the applicable rate.

44.4.2 On an Employee's Transition Day prior to the Employee's three (3) RDOs, the Employee will have a Hard Shoulder of 0100. All hours worked after midnight will incur a penalty of 175% on the applicable rate.

44.4.3 After an Employee's three (3) RDOs there will be a Hard Shoulder of 1200. All hours worked before 1200 will incur a penalty of 175% on the applicable rate.

44.4.4 On an Employee's Transition Day prior to the Employee's four (4) RDOs there will be a Hard Shoulder of 1200. All hours worked after 1000 will incur a penalty of 175% on the applicable rate.

45 TRANSITION DAY

45.1 A Transition Day is a day where an Employee commences a shift the day prior to finishing the shift followed by an RDO on the following day.

Example

For an Employee is rostered to commence a shift at 22:00 on Wednesday and the shift will finish at 10:00 on Thursday. The Friday will be the Employee's Rostered Day Off (RDO)

45.2 Employees cannot commence a shift on a Transition Day. Unless the Employee and Employer reach mutual agreement to have an employee work a "Stand Alone Overtime Shift".

45.2.1 request made by the Employer to roster the Employee within the designated period will incur a penalty of 175% on the applicable rate in breach of the shoulder time.

45.2.2 If the employee makes a request in writing to start or finish inside or outside of this shoulder. No penalty will be paid.

45.3 A Stand-Alone Overtime occurs where an Employee agrees to work an additional shift on a Transition Day.

45.4 A Stand-Alone Overtime Shift will incur a penalty rate of 175% on all hours worked on the applicable rate.

45.5 Hours worked on a Stand-Alone Overtime Shift will not contribute to an Employee's cycle time.

45.6 An Employee cannot be Laid Back into a Transition Day unless mutually agreed.

Part 7 – Leave

46 ANNUAL LEAVE CONDITIONS

46.1 For each year of service with the Company, full-time Loaded Remuneration Employees shall be entitled to five (5) weeks annual leave per year.

46.2 For each year of service with the Company, Non-Loaded Remuneration Employees shall be entitled to four (4) weeks annual leave per year, unless the employee meets the definition for the following forms of work (NES Shiftworker):

46.2.1.1 Shiftworker; or

46.2.1.2 Permanent Night Shift Worker; or

46.2.1.3 Continuous Shift Worker

in which case, they will receive five (5) weeks annual leave per year.

46.3 The entitlement to paid Annual Leave at clause 46.1 and clause 46.2 accrues progressively during a year of service according to the employee's ordinary hours of work and accrues from year to year.

46.4 Pro rata entitlement: Employees engaged on a part-time, fixed term or temporary basis (but not a casual basis) shall be entitled to accrue annual leave on a pro rata basis.

- 46.5 During a period of annual leave, for each shift that an employee was rostered to perform work pursuant to the Master Roster, 7.6 hours will be deducted from accrued entitlements.
- 46.6 If an employee is rostered off for a week of annual leave where they are rostered to work in excess of five shifts, for the purposes of debiting annual leave, 38 hours will be deducted from accrued annual leave entitlements.
- 46.7 All annual leave must be approved by the Company. Employees acknowledge that requests for annual leave will be considered in the context of the Company's operational requirements. Where a period of Annual Leave results in an employee being unavailable for more than one rostered shift, clause 46.5 will apply to each shift not completed.
- 46.8 Deductions of, and payment for, annual leave will be consistent with the NES.

46.9 Direction to take Annual Leave

- 46.9.1 Where a Loaded Remuneration Employee has accrued more than five (5) weeks of annual leave, the Company shall have the right to direct the Employee to proceed on annual leave to reduce the accrued annual leave balance to five (5) weeks.
- Employees captured under clause 49.2 (NES Shiftworker) shall be subject to this clause.
- 46.9.2 Where a Non-Loaded Remuneration Employee has accrued more than four (4) weeks of annual leave, the Company shall have the right to direct the Employee to proceed on annual leave to reduce the accrued annual leave balance to four (4) weeks.

46.9.3 Any direction made under clause 46.9.1 or 46.9.2 will be discussed with the employee prior to any decision directing the employee to take annual leave.

46.10 Annual Leave exclusive of other leave

46.10.1 Where an Employee takes a period of annual leave, any other leave entitlement, such as Public Holidays, Personal/Carer's leave, Compassionate Leave, Long Service Leave or Jury Duty, that falls due in that period, will not be treated as Annual Leave.

46.11 Cashing Out Annual Leave

46.11.1 An Employee may request to cash out up to two (2) weeks of the accrued annual leave each year. After cashing out annual leave, an Employee must have an accrued annual leave balance of at least four (4) weeks.

46.11.2 Requests to cash out Annual Leave must be made in writing (by the Employee) to the Employer and may be authorised by the Employer on a case-by-case basis.

46.11.3 Cashing out of Annual Leave will be paid at the Employee's rate of Ordinary Pay at the time the application to cash out the Annual Leave is made.

46.11.4 On termination of employment, any accrued Annual Leave shall be paid to the Employee.

46.11.5 All Paid Leave provided for in Part 7 of this Agreement shall be inclusive of the components of the Loaded Remuneration for the Employee classification at the time the leave is taken.

46.11.6 Employees will not be paid an annual leave loading. This has been incorporated into the Loaded Remuneration.

47 PERSONAL/CARER'S LEAVE

47.1 Employees (except casuals) accrue Personal/Carer's leave at the rate of 10 days per year of service in accordance with the *Fair Work Act 2009*.

47.2 An 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.

47.3 Taking Paid Personal/Carer's Leave

47.3.1 An Employee may take paid Personal/Carer's Leave if the leave is taken:

47.3.1.1 Because the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee; or

47.3.1.2 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:

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

47.3.2 Personal/Carer's Leave taken by an Employee will be deducted from the Employee's accrued Personal/Carer's leave balance in accordance with the *Fair Work Act 2009*.

47.3.3 Unused Personal/Carer's leave will not be paid out upon termination of employment.

47.3.4 Where an employee has exhausted their personal leave to provide secondary parental leave care in accordance with Clause 51.4.4.4, the Company will ensure that the employee can take up to two week's personal leave, supported by appropriate evidence.

47.4 Entitlement to Unpaid Carer's Leave

47.4.1 An Employee is entitled to 2 days of unpaid carer's leave for each occasion (a permissible occasion) when a member of the Employee's immediate family, or a member of the Employee's household, requires care or support because of personal illness, or personal injury, affecting the member or an unexpected emergency affecting the member.

47.4.2 Taking Unpaid Carer's Leave

47.4.3 An Employee may take unpaid carer's leave for a permissible occasion if the leave is taken to provide care or support in accordance with this clause.

47.4.4 An Employee may take Unpaid Carer's Leave for a permissible occasion as:

47.4.4.1 A single continuous period of up to 2 days; or

47.4.4.2 Any separate periods to which the Employee and the Employer agree.

47.4.5 An Employee cannot take Unpaid Carer's Leave if the Employee could instead take Paid Personal/Carer's Leave.

47.4.6 Casual Employees may apply for Unpaid Carers Leave.

47.5 Notice of Absence

47.5.1 Employees must ensure their supervisor or other nominated person is directly notified before or as soon as reasonably practicable after their start time, if they are unable to attend work due to Personal/Carers leave.

47.5.2 This section does not apply to an employee who could not comply with it because of circumstances beyond the employee's control.

47.6 Evidence Requirements

An employee will only be paid carer's leave where they notify the Employer of their absence as soon as possible and provide any requested evidence. Such notifications shall include the likely duration of any such absence.

48 COMPASSIONATE LEAVE

48.1 Employees (except casuals) are entitled to 2 day's paid compassionate leave (on each occasion) to spend time with an immediate family/household member who suffers a personal illness or injury that poses a serious threat to their life; or a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or the employee, or the employee's spouse or defacto partner has a miscarriage.

48.2 The two (2) days can be taken as a single continuous two (2) day period, as two periods of one (1) day each or any separate period which the Employer agrees.

48.3 Employees will be paid Compassionate Leave at the base rate of pay (or other agreed rate as specified elsewhere in this Agreement) received by the Employee immediately before taking Compassionate Leave.

48.4 Employees must provide evidence of the situation if required by their supervisor. If no evidence is provided as required, the employee will not be paid for the period.

48.5 Casual Employees are entitled to 2 days of Unpaid Compassionate leave (on each occasion).

49 LONG SERVICE LEAVE

49.1 Long Service leave entitlements will be as per the *Industrial Relations Act 2016 (QLD)* as amended from time to time.

50 APPLYING FOR LONG SERVICE LEAVE

50.1 Applications for long service leave are subject to approval by the relevant manager.

50.2 Where an application to take Long Service Leave is received, consideration and approval will be treated on a case-by-case basis.

50.3 The Company can direct an Employee to take Long Service Leave with a minimum of 3 months' notice prior to the commencement of the requirement to take the Leave.

51 PARENTAL LEAVE

51.1 Parental Leave is available for One Rail employees, subject to eligibility requirements who:

51.1.1 Are pregnant; or

51.1.2 Are will have a responsibility for the care of a biological child/children (in the case of a birth/s; or

51.1.2.1 an eligible child / child in the case of someone who is adopting (up to the age of 16 years old)

51.1.3 Are the partner of someone who is pregnant or adopting; or

51.1.4 Are/will become the secondary caregiver of a child (in the case of birth) or eligible child/child in the case of someone who is adopting; and

51.1.5 Have 12 months of continuous service with One Rail Australia

51.2 Parental Leave may include periods of:

51.2.1 Paid Leave of up to 14 weeks Paid Parental Leave for an Employee who is to be/ is the Primary Caregiver

51.2.2 Paid Leave of up to 28 weeks at half pay Paid Parental Leave for an Employee who is to be/is the Primary Caregiver ; and

51.2.3 The Employer shall also provide the Employee access to their accrued Annual Leave or Long Service Leave (if the employee is eligible under applicable law) during this period; and

51.3 Unpaid Parental Leave of up to 12 months of unpaid leave (leave without pay) The Employee must write to the Company indicating that they are to become the Primary Carer within two (2) years of the birth/adoption of the child.

51.4 Additional Entitlements (Parental Leave)

51.4.1 An eligible Employee whose expected date of confinement has been confirmed in writing by a medical practitioner will be entitled to 14 weeks Paid Parental Leave where the Employee is the Primary Caregiver.

51.4.2 The Commonwealth Government Paid Parental Leave Scheme is a separate entitlement and can be found by Employees on the Services Australia's Parental Leave Pay website.

51.4.3 The Employee may be entitled to further periods of unpaid leave in accordance with provision, and amendments, of the NES and the *Industrial Relations Act 2016* (Qld).

51.4.4 Secondary Caregiver Parental Leave

51.4.4.1 The Employer will provide up to 1 week Paid Parental Leave for an Employee who is to be/is the Secondary Caregiver.

51.4.4.2 The Employer shall also provide the Secondary Caregiver Employee access to Annual or Long Service Leave during this period.

51.4.4.3 If the Employee provides a medical certificate to assert a requirement to assist the Primary Care Giver, the child, or themselves, during a period of Parental Leave. The Employer will allow the Employee to access 2 weeks of their accrued Personal Leave.

51.4.4.4 If they do not have this amount of leave accrued, then the Company will pay up to the two week period.

51.4.5 Transfer to a Safe Job

51.4.5.1 A pregnant Employee has an entitlement to be transferred to an 'appropriate safe job' in accordance with the eligibility and other requirements of the NES..

51.4.5.2 An appropriate safe job is a job that has:

- a) The same ordinary hours of work as the employee's present position;
- or
- b) A different number of ordinary hours agreed to by the employee.

51.4.5.3 This entitlement applies if the Employee has provided evidence (e.g. a medical certificate) that would satisfy a reasonable person that they are fit for work, but that it is inadvisable for them to continue in their present position during a period because of:

- a) Illness or risks arising out of the pregnancy; or
- b) Hazards connected with that position.

51.4.5.4 If this requirement is met and there is an appropriate safe job available, the Employee must be transferred to that job for the risk period, with no other change to the Employee's terms and conditions of employment. The Employer

must pay the employee at their full rate of pay for the position they were in before the transfer and for the hours they work during the risk period.

51.4.5.5 If there is no appropriate safe job available, then the Employee is entitled to take paid 'no safe job leave' for the risk period, and be paid at their ordinary pay for ordinary hours of work during the risk period.

51.4.5.6 If an Employee is on paid no safe job leave during the six (6) week period before the expected date of birth, the employer may ask the employee to give the Employer a medical certificate stating whether they are fit for work.

51.4.5.7 The Employer may require the Employee to take a period of unpaid parental leave, if they are eligible, as soon as practical if:

51.4.5.7.1 The Employee does not give the Employer a medical certificate within seven (7) days after the request; or

51.4.5.7.2 Within seven (7) days after the request, the Employee provides a certificate stating they are not fit for work.

51.4.5.8 The no safe job leave ends when the period of unpaid parental leave starts.

52 JURY SERVICE LEAVE

52.1 Employees (except casuals) who are required to attend court for jury service will be paid at the base rate of pay (or other agreed rate as specified elsewhere in this Agreement) the Employee would have received for the ordinary hours the Employee would have worked if the Employee was not on jury service leave.

52.2 Where the Business has paid an Employee while on jury service, any payments the Employee receives from the Sheriff's Office with respect to the jury service must be

paid to the Business via a payroll deduction. Employees must co-operate with the Business and complete any required paperwork to ensure this occurs.

53 TRAUMA LEAVE

53.1 Employees who are not physically injured but are involved in an incident that has the capacity to impair or traumatise the Employee, may be granted up to two days paid Trauma Leave to attend medical or other counselling.

53.2 Access to Trauma Leave is at the Company's discretion and is based on consultation with the affected employee and medical advice.

53.3 The Company may exercise its discretion to extend duration of Trauma Leave on a case-by-case basis.

54 DEFENCE RESERVE SERVICE LEAVE

54.1 The Company will release Defence Reserve members for the purposes of rendering Defence Service in accordance with the provisions of the *Defence Reserve Service (Protection) Act 2001* (Cth) as amended from time to time.

54.2 An Employee seeking Defence Reserve Service Leave must make a request which will be approved by the Company provided that the employee provides supporting documentation.

54.3 All Defence Reserve Service Leave will count towards continuous service with the Company.

55 NATURAL DISASTER LEAVE

55.1 Where a natural disaster is declared by a State or Federal Government and an Employee is absent from work for all or part of a shift due to one of the following:

55.1.1.1 The inability of the Employee to travel to their place of work from their residence; or

55.1.1.2 The Employee remaining at (or returning to) their residence to safeguard family and/or property; or

55.1.1.3 The Employee remaining at (or returning to their residence to avoid being stranded at work; or

55.1.1.4 The Employee responding to the impact of the natural disaster on their property; or

55.1.1.5 Any other reason approved by the Employer;

The Employee may be granted up to three (3) days of natural disaster leave per calendar year.

55.2 An Employee granted natural disaster leave will not lose pay for any Ordinary Hours.

56 DOMESTIC AND FAMILY VIOLENCE LEAVE

56.1 The Employer is committed to ensuring that an employee who is currently experiencing domestic and/or family violence is not treated adversely or unfairly in their employment and has access to timely and appropriate support that is responsive to their individual circumstances. The Business will adopt the National Employment Standards Entitlements in respect of paid family and domestic violence leave.

56.2 Definition of Domestic and Family Violence

56.2.1 Family and domestic violence is violent, threatening or other abusive behaviour by a close relative of a person, a member of a person's household, or a current or former intimate partner of a person, that: (a) seeks to coerce or control the person; and (b) causes the person harm or to be fearful.

56.3 Entitlement to Paid Domestic or Family Violence Leave

56.3.1 An Employee is entitled to 10 days of paid family and domestic violence leave in a 12 month period.

56.3.2 Paid family and domestic violence leave: (a) is available in full at the start of each 12 month period of the employee's employment; and (b) does not accumulate from year to year; and (c) is available in full to part-time and casual employees.

56.3.3 Qualifying periods do not apply to this entitlement.

56.4 Entitlement to Unpaid Domestic or Family Violence Leave

56.4.1 In addition to the paid days, an Employee will be entitled to up to three (3) days unpaid Domestic and Family Violence leave per year for the purpose of attending medical appointments, legal proceedings, seeking safe housing or other activities related to dealing with domestic or family violence where it is impractical to do so outside of ordinary working hours.

56.5 Entitlement to Request a Transfer and/or Request a Change of Working Arrangements

Arrangements

56.5.1 An Employee who is currently experiencing domestic/family violence may request a transfer to an agreed safe working location. These requests will be given genuine consideration having regard to the safety and needs of the

employee arising from the domestic and/or family violence and operational requirements.

56.5.2 An Employee who is currently experiencing domestic/family violence is entitled to request a reasonable adjustment to working arrangements and practices.

56.5.3 Information disclosed by an Employee in relation to domestic and/or family violence will be kept confidential except to the extent that disclosure is required or permitted by law.

56.6 A dispute arising over any of the terms of this Agreement is subject to the dispute resolution process found within this Agreement.

57 CULTURAL LEAVE

57.1 Employees are entitled to two (2) days paid and three (3) days unpaid cultural leave per calendar year to attend ceremonies (and other activities) relating to their culture.

57.2 The Employee must notify One Rail as soon as practicable that they will be absent under these provisions.

57.3 If requested, the Employee is to provide One Rail evidence that would satisfy a reasonable person as soon as practicable.

58 ORDINARY PAY RATE OF PAY FOR LEAVE PERIODS

58.1 All periods of paid leave will be paid at the Employee's rate of Ordinary pay (e.g at Loaded Remuneration or at Base Remuneration, etc.).

59 PUBLIC HOLIDAYS

59.1 The following public holidays will apply:

- a) New Year's Day
- b) Australia Day
- c) Good Friday
- d) Easter Saturday
- e) Easter Monday
- f) Easter Sunday
- g) Anzac Day
- h) Labour Day
- i) Birthday of the Sovereign
- j) Christmas Eve (from 6pm to midnight)
- k) Christmas Day
- l) Boxing Day
- m) Show holidays or equivalent
- n) or
- o) Any such day appointed under the Holidays Act (QLD) 1983, to be kept in place of any such holiday (i.e. a gazetted public holiday – example: the additional Public Boxing Day Public Holiday due to 26 December falling on a weekend).

59.2 In a district in which a show holiday is not appointed under the *Holidays Act 1983 (Qld)*, the Employee and Business must agree on an ordinary working day that is to be treated as a show holiday for all purposes.

59.3 Substitution of a Public Holiday

59.3.1 Where the Employer and individual employees agree a public holiday (for example Australia Day) may be observed on a day other than the day specified above. For the relevant employees this clause will not apply to the public holiday substituted but will apply to the substitute day.

59.3.2 Notice to Work a Public Holiday

59.3.2.1 The Employer acknowledges that Employee's have a right to be notified in writing that they are required to work on a Public Holiday.

59.3.2.2 The Employer will provide at least two (2) weeks' notice to that the Employee is required to work a Public Holiday.

59.3.2.3 Supplying a roster indicating a requirement to work to an Employee is not consistent with proper notice under this provision.

59.3.3 Request Not to Work a Public Holiday

59.3.3.1 An Employee has a right to request not to work on a Public Holiday. This right is provided for by the NES.

59.3.3.2 Employees understand that their employment with the Employer does reasonably require a Employee to work on a Public Holiday.

59.3.3.3 An Employee must genuinely consider an Employee's request not to work on a Public Holiday and must not unreasonably refuse an Employee's request.

59.3.3.4 An Employee may raise a dispute as per the dispute resolution procedure of the Agreement if they believe that their request has been unreasonably denied or the Employer's request is unreasonable.

59.3.4 Key Family Time - Public Holidays

59.3.4.1 The Employer and Employees consider the following days as “Key Family Time Day/s”:

59.3.4.1.1 Christmas Day (26 December)

59.3.4.1.2 Easter Sunday

59.3.4.1.3 New Years Day (1 January)

59.3.4.1.4 Anzac Day (25 April)

59.3.4.2 Employees who are required to work on any of these “Key Family Time Days” will be paid a penalty of 175% on their ordinary pay on all hours worked. Any hours worked on these “Key Family Time Days” will contribute to the Employee’s cycle time.

59.3.4.3 If an Employee, as a consequence of working on any “Key Family Time Day”, works on their RDO, the Employee will be paid a penalty of 175% on their ordinary pay on all hours worked. Any hours worked on a “Key Family Time Day” will contribute to the Employee’s Excess Work Hour Bank at a rate of 175%.

Example – A worker is asked to work on their RDO on Christmas Day. Five (5) hours of this nine (9) hour shift falls on 25 December and 26 December. Whilst the other four (4) hours falling on 26 December. The Employee is to receive a penalty rate of 175% on the five (5) hours, and these five (5) hours will contribute 8 hours and 45 minutes to the Employee’s Excess Work Hours Bank. The other four (4) hours will be dealt with as per the clauses for working on an RDO.

59.3.4.4 These payments will only be rendered on the dates specified, except in the case of Easter Sunday, which will be recognised on the date specified by the *Holidays Act 1983* (Qld) and Queensland Government from year to year.

Part 8 – Workplace Relations

60 WORKPLACE CONSULTATION

60.1 This Term applies if the Employer:

60.1.1 has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or

60.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

60.2 For a Major Change Referred to in Clause 60.1:

60.2.1 The Employer must notify the relevant Employees and the Unions of the decision to introduce the change.

60.2.2 the relevant Employees may appoint a Representative for the purposes of the procedures in this term.

60.2.3 If;

- i) a relevant Employee appoints, or relevant Employees appoint, a Representative for the purposes of consultation; and
- ii) the Employee or Employees advise the Employer of the identity of the Representative;

The Employer must recognise the Representative.

60.3 As soon as practicable after making it's the decision, the Employer 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 the Employer 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.

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

60.5 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

60.6 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out at clauses 60.3, 60.4, and 60.6 are taken not to apply.

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

60.7.1 the termination of the employment of Employees; or

- 60.7.2 major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
- 60.7.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- 60.7.4 the alteration of hours of work; or
- 60.7.5 the need to retrain Employees; or
- 60.7.6 the need to relocate Employees to another workplace; or
- 60.7.7 the restructuring of jobs.

60.8 Changes to Regular Roster or Ordinary Hours of Work

- 60.8.1 As soon as practicable after proposing to introduce the change, the Employer must:
 - 60.8.1.1 discuss with the relevant Employees the introduction of the change; and
 - 60.8.1.2 for the purposes of the discussion-provide to the relevant Employees:
 - 60.8.1.3 all relevant information about the change, including the nature of the change; and
 - 60.8.1.4 information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - 60.8.1.5 information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
 - 60.8.1.6 invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 60.8.2 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

60.8.3 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

60.8.4 In this term, relevant Employees means the Employees who may be affected by a change referred to in clause 60.7.

61 EMPLOYEE REPRESENTATIVES

61.1 The Company recognises the role of Employee Representatives and that Employee Representatives may require time during working hours to investigate and represent Employees' interests. Such time will not be denied as long as it is reasonable and does not affect operational activities/work area demands.

61.2 The Union will provide the Company with names of elected Representatives.

61.3 Union delegates may be released for up to two paid days per year for the purposes of attending Union delegates training. Approval of training days is at the discretion of the Company and based on business and operational requirements.

62 LABOUR HIRE

62.1 The Company recognises that the Unions' preferences for full-time, permanent, direct employment. However, from time to time, it may be necessary for the Company to engage labour hire arrangements.

63 IN-CAB CAMERAS AND AUDIO RECORDINGS

63.1 The Employer will not operationalise In-Cab Cameras into current locomotives for the term of the Agreement unless required by law or mutually agreed between the Unions and the Employer.

63.2 Clause 63.1 does not apply to:

63.2.1 Locomotives that already have In Cab Cameras installed on the basis that The Employer continues to commit to turning off the In Cab Cameras and not using them for the term of the Agreement unless required by law or mutually agreed between the Unions and The Employer; or

63.2.2 New locomotives which are purchased or delivered during the term of the Agreement and have In Cab Cameras installed but which are switched off during the term of the Agreement unless required by law or mutually agreed between the Unions and The Employer.

63.3 "In Cab Cameras" refers to inward facing cameras and not outward facing cameras.

63.4 "Unions" refer to the Australian Rail, Tram and Bus Industry Union, Queensland Branch (RTBU) and the Australian Federated Union of Locomotive Employees (AFULE)

63.5 This clause does not prevent The Employer from using outward-facing cameras including cameras mounted in front of the Driver.

63.6 This clause does not prevent The Employer from using other recordings including data recordings, or recordings of radio and phone communications.

64 DISPUTE SETTLING PROCEDURE

64.1 If a dispute relates to:

64.1.1 the application or interpretation of terms and conditions of this Agreement; or

64.1.2 the National Employment Standards;

The following dispute settling procedure shall be followed:

64.1.3 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

64.1.4 Where an Employee who is party to a dispute (or their representative) wish to lodge a dispute, it must be done in writing.

64.1.5 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant/direct management (example, superintendent).

64.1.6 Where the matter is not resolved, the parties will arrange further discussions at the next level of management.

64.1.7 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC to resolve the dispute as it considers appropriate, including mediation, conciliation or arbitration.

64.1.8 While the parties are trying to resolve the dispute using the procedures in this term:

64.1.9 An Employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and

64.1.10 An Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:

64.1.10.1 the work is not safe; or

64.1.10.2 applicable work health and safety legislation would not permit the work to be performed; or

64.1.10.3 the work is not appropriate for the Employee to perform; or

64.1.10.4 there are other reasonable grounds for the Employee to refuse to comply with the direction.

64.2 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

Pay Rates and Additional Payments (Not Exhaustive)

Pay Rates for the Life of The Agreement

| Wage Increase and Applicable Pay Rates | | | | | |
|---|--------------------------------|------------------|------------------------------------|--|---|
| Percentage of Wage Increase | Last Enterprise Agreement Rate | 1% | 7% | 4% | 4% |
| Date of Increment | | 11 November 2023 | Upon Commencement of New Agreement | First Yearly Anniversary of Certification of Agreement | Second Yearly Anniversary of Certification of Agreement |
| Driver | | | | | |
| Base Remuneration | \$99,753.55 | \$100,751.09 | \$107,803.67 | \$112,115.81 | \$116,600.45 |
| Loaded Remuneration | \$145,385.50 | \$146,839.36 | \$157,118.11 | \$163,402.83 | \$169,938.95 |
| Trainee Driver | | | | | |
| Base Remuneration | \$68,442.67 | \$69,127.10 | \$73,965.99 | \$76,924.63 | \$80,001.62 |
| Loaded Remuneration | \$99,753.55 | \$100,751.09 | \$107,803.67 | \$112,115.81 | \$116,600.45 |

Relevant Additional Payments and Allowances

Lift Up/Lay Back

| Year | Upon Commencement of the Agreement | First Yearly Anniversary of Certification of Agreement | Second Yearly Anniversary of Certification of Agreement |
|--|------------------------------------|--|---|
| Lift-Up - A | \$200.00 | \$208.00 | \$216.32 |
| Lift-Up of greater than 1 hour: | | | |
| Lay-Back - A | \$200.00 | \$208.00 | \$216.32 |
| Lay-Back of greater than 2 hours: | | | |

Resting Away From Home Payment

| Year | Upon commencement of the Agreement | Second Yearly Anniversary of the Agreement | Third Yearly Anniversary of the Agreement |
|------|------------------------------------|--|---|
| | | | |

| | | | |
|---|-----------------|-----------------|-----------------|
| Resting Away From Home Payment | \$120.00 | \$124.80 | \$129.80 |
|---|-----------------|-----------------|-----------------|

Temporary Transfer Expenses Payment

| Year | Upon Commencement of New Agreement | First Yearly Anniversary of Agreement | Second Yearly Anniversary of Agreement |
|--|---|--|---|
| Temporary transfer expenses payment | \$153.00 | \$159.12 | \$165.48 |

Signed for and on behalf of One Rail Australia Pty Ltd:

Representative: John McArthur CEO
 Name Position
[Signature] 31 JAN 2024
 Signature Date

In the presence of: DOUGLAS MILLS ECM HUMAN RESOURCES
 Name Position
[Signature] 31 JANUARY 2024
 Signature Date

Signed for and behalf of the Australian Rail Tram and Bus Industry Union (RTBU) QLD Branch:

Representative: Peter Allen Secretary
 Name Position
[Signature] 31/1/24
 Signature Date

In the presence of: McKinley Finlaysh Lead Support
 Name Position
[Signature] 31/1/2024
 Signature Date

Signed for and behalf of the Australian Federated Union of Locomotive Employees (AFULE):

Representative: Anthony Woodward State President
 Name Position
[Signature] 01.02.2024
 Signature Date

In the presence of: DAMIAN MCGARREY WHS OFFICER
 Name Position
[Signature] 01.02.2024
 Signature Date

Signed for and behalf of the Nominated Bargaining Agent:

Representative: Luke Needham Driver
 Name Position
[Signature] 1/2/24
 Signature Date

In the presence of: _____



Name Sian Hall Position Shift Coordinator
Signature [Handwritten Signature] Date 1/2/24

END OF AGREEMENT

ANNEXURE A

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2024/205

Applicant: One Rail Australia

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, [full name], [position] have the authority given to me by [name of employer] to give the following undertakings with respect to the **One Rail Australia Central Queensland Coal Operations Enterprise Agreement 2023** ("the Agreement"):

1. Employees categorised as Non-Loaded Remuneration Employees as per **Clause 23 Non-Loaded Remuneration Employees** of the *One Rail Australia Central Queensland Coal Operations Enterprise Agreement 2024* ('the Proposed Agreement') would work their ordinary hours Monday to Friday from 6:00am to 6:30pm, in accordance with **Clause 13 Ordinary Hours** of the *Rail Industry Award 2020* ('the Award').
2. Employees categorised as Non-Loaded Remuneration Employees as per **Clause 23 Non-Loaded Remuneration Employees** of the proposed Agreement and who work outside of the ordinary hours of work as referenced above, will receive payment for such work in accordance with the terms and conditions of **Clause 21 Penalty Rates** of the Award.
3. Any determination by the Company under **Clause 23** of the proposed agreement will include the base rate of pay plus penalties as prescribed in **Clause 24 Casuals** of the proposed Agreement.
4. Employees categorised as Non-Loaded Remuneration Employees as per **Clause 23 Non-Loaded Remuneration Employees** of the proposed Agreement and who work a Public Holiday will be paid in accordance with **Clause 59 Public Holidays** of the proposed agreement and **clause 27 Public Holidays** of the Award.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

D. G. Mills
Signature

EGM HUMAN RESOURCES

07/03/2024
Date