



DECISION

Fair Work Act 2009

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

Queensland Rail Transit Authority T/A Queensland Rail
(AG2020/2563)

QUEENSLAND RAIL ROLLINGSTOCK AND OPERATIONS ENTERPRISE AGREEMENT 2020

Rail industry

COMMISSIONER SPENCER

BRISBANE, 14 SEPTEMBER 2020

Application for approval of the Queensland Rail Rollingstock and Operations Enterprise Agreement 2020.

[1] An application has been made for approval of an enterprise agreement known as the *Queensland Rail Rollingstock and Operations Enterprise Agreement 2020* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Queensland Rail Transit Authority T/A Queensland Rail (the Applicant). The Agreement is a single enterprise agreement.

[2] A number of matters were identified, and responses and undertakings sought from the Employer. These undertakings were provided. The views of the Australian Rail, Tram and Bus Industry Union (the RTBU); the Australian Municipal, Administrative, Clerical and Services Union (the ASU); the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (the CEPU); and the “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union (the AMWU) (being bargaining representatives for the Agreement) were sought regarding the undertakings. The RTBU, ASU, CEPU, and AMWU and the employee bargaining representatives did not object to the undertakings.

[3] Subject to matters that have been addressed by way of undertakings, I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[4] As noted, pursuant to s.190(3), I have accepted undertakings from the employer. In accordance with ss.191(1) and 201(3) of the Act the undertakings are taken to be a term of the Agreement. A copy of the undertakings is attached to the Agreement and as Annexure A to this Decision.

[5] The RTBU, ASU, CEPU, and AMWU 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 RTBU, ASU, CEPU, and AMWU.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 21 September 2020. The nominal expiry date of the Agreement is 28 February 2023.



COMMISSIONER

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Annexure A.

Fair Work Commission

Queensland Rail

And

The Australian Rail, Tram and Bus Industry Union, Queensland Branch

And

The Australian Municipal, Administrative, Clerical and Services Union

And

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia

And

Automotive, Food, Metals, Engineering, Printed and Kindred Industries Union

And

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Plumbing Division, Queensland Divisional Branch

**AG2020/2563 APPLICATION FOR THE APPROVAL OF THE
QUEENSLAND RAIL ROLLINGSTOCK AND OPERATIONS ENTERPRISE AGREEMENT 2020**

UNDERTAKINGS – Section 190

1. I, Michael Gerard Hawkins, Senior Manager Employee Relations have the authority given to me by Queensland Rail Transit Authority to give the following undertakings with respect to the Queensland Rail Rollingstock and Operations Enterprise Agreement 2020.

NATIONAL EMPLOYMENT STANDARDS

Annual Leave

2. The Applicant recognises the Agreements express annual leave in hours rather than weeks as required by section 87 of the Act.
3. Pursuant to clause 8 of the Agreement and notwithstanding clause 41 of the Agreement, an employee's entitlement to annual leave will be either: 152 hours/four (4) weeks per year of service; 190 hours/five (5) weeks per year of service for shiftworkers; or a proportionate

amount of hours/weeks per year of service for part time employees (according to the employee's ordinary hours of work).

Personal Leave

4. The Applicant recognises the requirement in the Agreement for personal leave substitution on periods of annual leave is inconsistent with section 89(2) of the Act.
5. Pursuant to clause 8 of the Agreement, clause 42.22.2 of this Agreement will not be applied.

Household Member

6. The Applicant recognises the Agreement restricts the definition of "Household Member" in the Glossary when compared with the National Employment Standards.
7. Pursuant to clause 8 of the Agreement, the following definition of "Household Member" is to be applied in lieu of the existing definition, for the purposes of the Agreement:

"Any household member that lives with the employee".

Family and Domestic Violence

8. Notwithstanding clause 51 of the Agreement, pursuant to clause 8 of the Agreement, the Applicant undertakes to adopt the NES provisions as a minimum with respect of Family and Domestic Violence leave.
9. Additionally, the Applicant recognises the Agreement does not include reference to the "Domestic Relationship" definition in the National Employment Standards.
10. Pursuant to clause 8 of the Agreement, "Domestic Relationship" as referred to in clause 51.4 is taken to include a person who is:
 - a. *"A close relative of the employee who may be a member of the employee's immediate family; or*
 - b. *Is related to the employee according to Aboriginal or Torres Strait Islander kinship rules."*

Public Holidays

11. The Applicant recognises the Agreement restricts the ability for an individual employee and employer to agree to substitute a public holiday per section 115(3) of the Act.
12. Pursuant to clause 8 of the Agreement and in respect of clause 53 of the Agreement, public holiday substitution can occur on an individual employee basis, where the employer agrees.

Shiftworkers

13. The Applicant recognises that certain employees engaged under this Agreement may not be classed as "shiftworkers" for the purpose of receiving an additional one week of annual leave, whereas they would be classed as "shiftworkers" under the Rail Industry Award 2020 [MA000015].

13. Pursuant to clause 8 of the Agreement, for the purpose of the additional one week of annual leave provided for in the National Employment Standards at clause 87 of the *Fair Work Act 2009* (Cth), a shiftworker employed under the Agreement is defined as follows:

“shiftworker means an employee who is a 7 day shiftworker who is regularly rostered to work on Sundays and public holidays.”

“permanent night shiftworker means an employee who regularly performs permanent night shift work.”

14. The Applicant considers the above undertaking to sufficiently address concerns raised by the Fair Work Commission in considering AG2020/2549 Application for the approval of the Queensland Rail Train Control Enterprise Agreement 2020.
15. Finally, Fair Work Commission’s acceptance of this undertaking under section 190 of the Act will not cause financial detriment to any employee covered by the agreement or result in substantial changes to the agreement.

Signed on behalf of Queensland Rail Transit Authority
by its duly authorised representative



Representative Signature

MICHAEL GERARD HAWKINS
SENIOR MANAGER, EMPLOYEE RELATIONS

Full Name, Title of Representative (print)

305 Edward Street

Brisbane, Qld 4000

Address



Witness Signature

Sebastian Harris
Senior Employee Relations Advisor

Full Name, Title of Witness (print)

10/09/20

Date

[REDACTED]

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 this agreement.

Queensland Rail

Rollingstock and Operations Enterprise Agreement 2020

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Introduction

1 Title of this agreement

The title of this “**Agreement**” is the Queensland Rail Rollingstock and Operations Enterprise Agreement 2020.

2 Term of this agreement

- 2.1 This Agreement will operate from 7 days after the date of approval of the Agreement by the Fair Work Commission (“FWC”).
- 2.2 This Agreement may be varied prior to its nominal expiry date provided the “**Parties**” agree and subject to the variation being made in accordance with the requirements of the Act.
- 2.3 This Agreement may be terminated either prior to or subsequent to its nominal expiry date provided that:
- 2.3.1 The Parties agree to terminate the Agreement; and
 - 2.3.2 Application for termination is made in accordance with the Act.

3 Nominal expiry date

The nominal expiry date of this Agreement is 28 February 2023.

4 Application of this agreement

- 4.1 This Agreement covers and applies to Queensland Rail Transit Authority (“**the Business**”) and all Rollingstock and Operations employees for whom a rate of pay and classification exists in this Agreement.
- 4.2 This Agreement covers and applies to each of the following unions provided that in each case the requirements of s53(2)(a) of the *Fair Work Act 2009* (Cth) have been met:
- 4.2.1 The Australian Rail, Tram and Bus Industry Union, Queensland Branch (RTBU).
 - 4.2.2 The Australian, Municipal, Administrative, Clerical and Services Union (ASU).
 - 4.2.3 Automotive, Food, Metals, Engineering, Printed Industries Union known as the Australian Manufacturing Workers’ Union (AMWU).
 - 4.2.4 Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (ETU).

- 4.2.5 Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia – Plumbing Division, Queensland Divisional Branch.

5 Relationship with other awards and agreements

This Agreement prevails over all Awards and Agreements in their entirety.

6 Agreement to be available

This Agreement will be available to all employees covered by it. It will be placed on the intranet and a copy will be provided to an employee upon request.

7 Agreement to be negotiated

The parties to this Agreement will commence renegotiation of this Agreement not less than 6 months prior to the Agreement reaching its nominal expiry date.

8 National employment standards

The conditions set out in this Agreement will equal or exceed those conditions in the National Employment Standards (“NES”) as set out in the *Fair Work Act 2009* (Cth) or replacement legislation, and as amended from time to time.

9 Workplace policies and procedures

- 9.1 The Business will develop and implement workplace policies and procedures from time to time. Such policies and procedures do not form part of this Agreement. They do however form part of the employment arrangements and are subject to the dispute procedure of this Agreement.
- 9.2 Where one of the following policies confers a financial benefit or other entitlement to an employee, that part of the policy that confers such benefit or entitlement to an employee covered by this Agreement will only be changed with the agreement of the unions covered by this Agreement:
- 9.2.1 Allowance: Locality;
 - 9.2.2 Allowance: Travelling, Living away from home and Camp;
 - 9.2.3 Allowance: Motor Vehicle;
 - 9.2.4 Allowance: Retirement (as per cessation policy);
 - 9.2.5 Guidelines for the completion of position descriptions within QR;
 - 9.2.6 Legal Liability of Officers and Employees;

- 9.2.7 QR Passes;
 - 9.2.8 “Relocation” benefits;
 - 9.2.9 Managing Surplus Positions;
 - 9.2.10 Recruitment and Selection;
 - 9.2.11 Health Management Administration;
 - 9.2.12 Managing Performance and Behaviour.
- 9.3 Notwithstanding the foregoing, agreement is not required where the changes are necessary to ensure that the policy is consistent with the law; or the changes constitute administrative simplification of the policy (that do not affect the intent of the relevant benefit or entitlement).
- 9.4 For the purposes of this clause, the term policies shall be read to include Policies, Specifications and Standards.
- 9.5 The overall job evaluation methodology, i.e. the evaluation / assessment of positions will not be changed during the life of this Agreement without the agreement of the unions who are covered by this Agreement.

10 Overpayment of wages

- 10.1 Where an employee has received an overpayment, the Business may deduct the value of up to six hours (pro-rata for part-time employees) of “**base rate of pay**” from each fortnightly wages. The full balance of any overpayment can be recovered from a termination payment.
- 10.2 The first deduction shall not occur until after notification to the employee of the overpayment.
- 10.3 Employees will be advised of a right to request alternative repayment arrangements in circumstances where employees may experience financial hardship.

11 Commitments of the Parties

Reform Initiatives

- 11.1 The parties will work collaboratively to deliver the following key transformational activities:
- 11.1.1 operational alignment and readiness for Cross River Rail and the implementation of European Train Control systems (ETCS);

- 11.1.2 continued implementation of New Generation Rollingstock and the associated Business Operating Model;
- 11.1.3 re-aligning the network rail operation to deliver the 10 Year Rail Network Strategy; and
- 11.1.4 continued digitisation of operational and Business systems including Integrated Train Operating Procedures (ITOPs), Rostering (WMS "IWay"), Customer information and interface, Enterprise Asset Management System (EAMs) and Enterprise Human Capital System and Safety Systems.

11.2 The parties will seek to resolve any issues arising associated with these activities in an expeditious way and so as to not unnecessarily delay or otherwise obstruct their implementation.

11.3 The parties may pursue the resolution of issues arising under this provision in accordance with the Disputes clause of this Agreement.

Leave Liability Reduction

- 11.3 During the life of the agreement the parties will make their best endeavours to develop and implement strategies to reduce:
- 11.3.1 annual leave liability (15%) and long-service leave liability (15%);
 - 11.3.2 overtime costs (5%); and
 - 11.3.3 absenteeism (10%).

Health and Safety

12 Occupational Health and Safety

The health and safety of all employees, contractors and visitors is the primary concern of the Business. The parties to this Agreement share an ongoing commitment to promote the health, safety and welfare of all employees, contractors and visitors, and nothing in this Agreement will be designed or applied in ways that reduce or diminish this objective. The Business is committed to taking all reasonable and practical steps to provide a safe and healthy workplace.

13 Fitness for work – drug and alcohol testing

- 13.1 Fitness for work will be managed using the following principles:

- 13.1.1 Encourage culture of self-declaration without penalty if done so in good faith and prior to attendance at the workplace;
 - 13.1.2 Provision of support to those who are diagnosed as having a dependence on drugs and/or alcohol;
 - 13.1.3 Provision of support to those who may be required to take prescription medication that could affect their ability to undertake their role safely.
- 13.2 Employees are required to comply with the Business's alcohol and other drug testing program and reasonable testing programs of external companies if working on the external Business's site/s.
- 13.3 The Business's alcohol and other drug testing program will not use blood and/or urine.

Process for testing on external premises

- 13.4 Some drug and alcohol tests conducted at external premises might produce a positive test that indicates a potential health and well-being risk. Many of the Business's customers expect their employees and suppliers to be drug-free, so it is damaging for the Business's relationship with its customers if its employees test positive, even though they may not be impaired at the time.
- 13.5 The Business will manage the issue of any positive tests at external premises in a sensitive and caring manner, mindful of the Business impacts. It is expected that any employee who tests positive will work co-operatively with the Business with the objective of avoiding future re-occurrences.
- 13.6 The Business's employees will be required to abide by reasonable drug and alcohol testing policies of companies who have contracts with the Business, and who routinely require such testing of other contractors and internal employees.
- 13.7 A positive test at a customer's site may require the removal of the Business's employee from that customer's site. Each incident will be assessed on its merits using the Business's People Performance Framework, a typical approach would be:
- 13.7.1 If an employee tests positive under an external Business's testing policy, the employee may be removed from the site and may be taken home or to the quarters/motel if residing away from home. The employee's supervisor will schedule an interview to discuss the incident during the next rostered shift, with a view to offering counselling and medical assistance to help address any problem that might exist. A plan to ensure future tests do not produce a positive result will be jointly developed. A sensitive and caring

approach will be taken by both the supervisor and the employee. This is not a disciplinary process and the employee will be paid as per the normal shift for all purposes of this clause.

13.7.2 If the employee tests positive a second time under an external Business's testing methodology within 6 months, an interview will be held. The employee may be required to produce a clear test before being rostered for work at any external premises that requires fitness for duty testing. A further action plan will be developed to ensure future tests do not produce a positive result. An employee may be directed to participate in counselling and/or obtain other medical assistance to address the apparent problem. Such participation is not a disciplinary process and the employee will be paid as per the normal shift for all purposes of this clause.

13.7.3 If the Business's employee tests positive for a third time under an external Business's testing methodology within 12 months, this may invoke a disciplinary process under the Business's People Performance Framework. There will continue to be an emphasis on working positively with the employee to address any issues of addiction. A clear test may be required for the employee before returning to a customer's workplace. A further action plan will be developed, but failure to comply will be considered to be a serious breach of the Business's Code of Conduct.

13.8 Failure to agree to participate in the testing procedure when the request is made within the terms of this Agreement will be treated as if the employee has failed the test, and actions will be similar to those outlined above.

14 Fitness for work – fatigue management

14.1 Fatigue management plays an important role in the Business's objective for an injury free workplace for all employees, contractors, consultants and visitors.

14.2 Fatigue will be managed through the MD-10-178 Fatigue Risk Management Standard which includes the use of a tool to ensure fatigue is managed in the formulation of rosters. On request, employees will be given access to the calculation of FAID scores

14.3 The Business will monitor modern developments in fatigue management and review its policies accordingly.

15 Mental Health

- 15.1 The Business is committed to providing and maintaining a working environment for employees that is safe and without risks to health, including psychological health.
- 15.2 The Business commits to the development of a comprehensive Mental Health policy with union consultation. The Business commits to adopting any Government Policy issued during the life of the Agreement that is more beneficial.

16 Psychometric Testing Review

- 16.1 Within 6 months of approval of the agreement, a review of psychometric testing will be conducted by an external party under the following terms of reference:
 - 16.1.1 Benchmark against other railway operators (including role specific testing types, if roles should have psychometric testing applied to them at all etc);
 - 16.1.2 Articulate any regulatory requirements/guidelines (e.g. ONRSR safety guidelines) that the Business must fall in line with;
 - 16.1.3 Examine (specifically) the difference between requirements for psychometric testing in the Business (e.g. SEQ and Regional differences) based on complexity (traffic, no of signals etc) and occupational groups;
 - 16.1.4 Review the applicability of the selection process – i.e. using psychometric testing as a screening tool versus part of selection process that balances previous experience, performance amongst other aspects;
 - 16.1.5 Leader awareness and understanding;
 - 16.1.6 Preparing candidates for success (communication and feedback of results);
 - 16.1.7 Review of re-testing requirements (i.e. how long the scores remain valid);
 - 16.1.8 Explore ongoing governance and assurance activities.
- 16.2 The Business will jointly agree with the union parties on the external party to undertake the review.
- 16.3 During the review, the relevant unions will be involved in the consultation and feedback process. Whilst the final decision on implementation of the outcomes of the review remains with the Business, the Business commits to listening and considering any information and examples provided by all parties.
- 16.4 The process will be as follows:
 - 16.4.1 Union representatives will be invited to be on the selection panel;

- 16.4.2 A reference group (also including union representatives will be formed to facilitate feedback during the review process;
- 16.4.3 The reference group will meet during the review process (e.g. at least monthly);
- 16.4.4 A copy of the review recommendations will be made available to the relevant unions/representatives before a final decision is made by the Business.

17 Incapacitated employees

An employee who is unable to safely and productively perform the duties of their position, arising from any incapacity not due to such employee's misconduct will, wherever practicable, be given work in some other position. The management of incapacitated employees will be determined on the basis of advice from medical practitioners and/or other qualified health professionals.

18 Medical standards and health management

- 18.1 Where an employee is required to undertake an initial mandatory health assessment at the direction of the employer, or in accordance with the National Standard, it must be in work time (paid at the rate applicable to the day).
- 18.2 Where an employee is required to fast as part of the initial medical assessment, the employee will be booked off duty for the 10 hours immediately prior to the assessment.
- 18.3 The Business will pay for all Health Assessments of RSW's including the initial investigation of any further review identified at the time of the medical. Once a diagnosis has been made it will be up to the employee to cover costs as part of their responsibility to manage their own health. Where the initial investigation has been completed with no diagnosis possible but there is still an abnormality that affects their ability to be deemed fit for duty, any further investigation required to determine their fitness will also be at the employee's own expense as part of their ongoing responsibility and duty of care to ensure they are fit for work.
- 18.4 For example, if an employee is referred for a Sleep Study, the Business will pay for the initial investigation. If this Sleep Study identifies a medical condition, such as Sleep Apnoea, it will then be the employee's responsibility to pay for any further investigations, treatment or specialist appointments.
- 18.5 Please note that due to the nature of health conditions there are some instances where the Business would agree to pay for further testing. An example of this may be where the initial investigation was inconclusive and another test is suggested to

determine fitness. These instances will be assessed on a case by case basis but they do not include where the initial investigation has identified an issue which requires further assessment to reach a diagnosis.

- 18.6 If a medical condition becomes apparent during examination the employee will be referred to their own doctor for further investigation and treatment. Any such treatment will be at the employee's expense.
- 18.7 If an employee is held unfit for duty the Business will attempt to find meaningful alternative duties however where not available/possible, employees will be provided pay at the employee's base rate for a 2 week period. Following this, own illness/injury leave will be used.

19 Fit for work status

Safety critical workers will be advised of the status of their fit for duty certification within 14 days of their National Health Standards (NHS) medical.

20 Make up pay on day of injury

An employee who, as a result of any injury received during working hours, is unable to complete the day's work will be paid for their "ordinary hours" for the day on which the injury occurred.

Communication and consultation

21 Consultation

Business to Notify

- 21.1 Where the Business has either:
- 21.1.1 Developed a proposal to introduce a major change in production, program, organisation, structure or technology in relation to the enterprise that is likely to have significant effects on employees; or
 - 21.1.2 Proposes to introduce a change to the regular roster or ordinary hours of work of employees:

The Business must notify the relevant employees who may be affected by the proposed changes and any union covered by this Agreement and which is able to represent the industrial interests of one or more employees likely to be affected.

Consultation Process

- 21.2 The Business must hold discussions with the employees affected and the relevant union/s (or other employee nominated representatives, if any). These discussions must involve or include:
- 21.2.1 The timely provision in writing of all relevant information about the change including the nature of the change proposed, the effect the changes is likely to have on employees, the reasons for the proposed change; measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; where relevant, a proposed implementation date; and any other matters likely to affect employees;
 - 21.2.2 Provision of reasonable resources, including work time, for employees to fully participate in the consultation process;
 - 21.2.3 Invite the relevant employees to give their views about the impact of the change (including in relation to changes to rosters or hours of work any impact in relation to their family or caring responsibilities).
 - 21.2.4 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees;
 - 21.2.5 Genuine opportunity for the parties to affect the outcome.
- 21.3 The discussions must commence as early as practicable after a relevant proposal has been developed by the Business.
- 21.4 The Business is not required to disclose confidential or commercially sensitive information to the relevant employees the disclosure of which would be contrary to the Business's interests.
- 21.5 Where the Business makes a final decision in relation to the proposed change, the Business will notify the parties in writing. This notification will include final details of the proposed change and an implementation date.
- 21.6 The implementation date will not be earlier than 5 working days from the date of the notification, unless safety concerns demand otherwise. In such cases, the notification will be signed by senior management.
- 21.7 Where a notification under the above subclause has been issued, the parties will have 5 working days in which to issue a notice of dispute. This notice of dispute will be made pursuant to Step 3 of the Disputes Procedure.
- 21.8 For the purposes of this clause working day has the same meaning as in the Disputes Procedure.

Representation

- 21.9 Nothing in this clause limits the discretion of a relevant employee to be represented.
- 21.10 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 21.11 If:
- 21.11.1 A relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - 21.11.2 The employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.

Definition of "proposal"

- 21.12 For the purposes of the consultation clause of this Agreement "proposal" or "proposed change" means a proposal that has been developed by the Business which is capable of implementation, subject to changes (if any) arising from the consultation.

Definition of "significant effects"

- 21.13 For the purposes of the consultation clause of this Agreement, "significant effects" include:
- 21.13.1 Termination of employment of employees; or
 - 21.13.2 Major change to the composition, operation or size of the employer's workforce or in the skills required of employees; or
 - 21.13.3 The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 21.13.4 The alteration of hours of work;
 - 21.13.5 The need to retrain employees; or
 - 21.13.6 The need to relocate employees to another workplace; or
 - 21.13.7 The restructuring of jobs.
- 21.14 Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

Definition of "Relevant Employees"

- 21.15 For the purposes of the consultation clause of this Agreement "relevant employees" means the employees who may be affected by a change referred to in clause 20.1.

22 Quarterly Business consultative forum

The parties agree to participate in a "Quarterly Business Consultative Forum". The purpose of this forum is for Business-wide industrial and employment issues to be discussed to ensure that parties are informed of any likely upcoming issues that could be proactively addressed in a coordinated manner. The quarterly Business consultative forum is not to be used in place of any provisions and processes outlined elsewhere in the Agreement.

Local Consultative Committees (LCC) will meet on a frequency determined by the LCC and proceed in accordance with an agenda agreed between the LCC members.

23 Disputes procedure

- 23.1 In the event of any dispute arising during the course of employment, including disputes in relation to requests for flexible working arrangements, the following procedure will apply.
- 23.2 The objectives of this procedure are the resolution of disputes, or matters that may give rise to a dispute, by measures based on consultation, co-operation and discussion.
- 23.3 An employee may, at any step in the procedure, appoint a representative (including an Organisation or Association). Unless revoked by the employee, the appointment will continue for any subsequent steps of the procedure.
- 23.4 A representative may do all the things which the procedure authorises an employee to do.
- 23.5 While this procedure is being followed, status quo will apply. However, employees will not be required to perform any work where the employee holds a reasonable concern about an imminent risk to the employees' health or safety.
- 23.6 The steps in this procedure are as follows:

Step 1: In the event of a dispute an employee/s will attempt to resolve the dispute with the employee's immediate supervisor. The status quo which existed prior to the emergence of the dispute shall be observed until the dispute is resolved.

Step 2: If the dispute remains unresolved, the relevant manager and/or the manager's representative, and the employee will attempt to resolve the dispute.

Unless otherwise agreed such attempt will take place within 5 days after the referral by the employee.

Step 3: If the dispute remains unresolved, or consistent with this Agreement a dispute is commenced at this step, the employee will provide the Business with a written notice of dispute.

The written notice of dispute must contain these details:

- i) The location of the dispute;
- ii) The subject of the dispute;
- iii) The particulars of the dispute;
- iv) At least one proposed resolution of the dispute.

More senior management and the employee will attempt to resolve the dispute.

If the dispute is not resolved, the Business will issue to the employee a written notice setting out the Business's decision. This notice will include, where relevant, the date of implementation, which will be no earlier than 5 working days from the date of the notice. To avoid doubt, this means the disputed changes will not be implemented until the 5 working day period has ended.

For the purposes of this clause a "working day" shall be any day other than Saturday, Sunday or public holiday.

Step 4: Where the dispute remains unresolved, it may be referred to the Fair Work Commission (FWC).

The FWC will first attempt to resolve the dispute by conciliation. The employee and the Business will act expeditiously and without delay to progress the dispute. Due consideration will be given to any recommendation made by the FWC.

Where the dispute pertains to the application or interpretation of this Agreement or an alleged breach of this Agreement and, where the dispute remains unresolved following conciliation the FWC is authorised to resolve the dispute by arbitration.

To the extent necessary the following powers are conferred upon the FWC :

- i) Making procedural directions as to the time, place and conduct of the conciliation or arbitration;
- ii) Directing the parties as to the manner of receiving submissions, including requiring formal submissions;
- iii) Hearing oral submissions;
- iv) Taking written submissions;

- v) Hearing evidence by oath or affirmation;
- vi) Conducting inspections;
- vii) Determine the representation of the parties applying the same criteria as contained in s.596 of the Fair Work Act 2009.

The Business or an employee will not be represented by a legal practitioner during the conciliation and/or arbitration unless:

- i) The consent of the other party to such representation is obtained; or
- ii) The legal practitioner is a “**permanent employee**” of the Business or of the employee's representative Organisation or Association; or
- iii) Where the FWC grants leave to appear in accordance with the powers granted herein.

Where the dispute is subject to private arbitration, the decision of the FWC is binding.

Employment relationship

24 Contract of employment

- 24.1 Employees will be engaged on a full-time, part-time, fixed-term or casual basis. Every employee will be advised in writing at the time of engagement whether their employment is on a full-time, part-time, fixed-term or casual basis.
- 24.2 Unless otherwise specified in this Agreement, the terms and conditions of employment detailed in this Agreement apply to all employees regardless of the basis on which they are engaged.
- 24.3 The Business's preferred method of employment is full-time employment. However, the appropriate method of employment will be used to meet Business and operational needs.
- 24.4 An employee will carry out such duties as are reasonably within the limits of the employee's skill, competence and training.
- 24.5 The Business may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment (where relevant).

24.6 Any direction issued by the Business pursuant to the above sub-clauses will be consistent with the Business's responsibilities to provide a safe and healthy working environment.

Work flexibility

24.7 The parties are committed to:

- 24.7.1 Full flexibility in the performance of employee duties including the requirement to perform a wider range of duties. This may include work which is incidental or peripheral to their core qualifications, tasks, responsibilities, functions, licensing and/or legislative requirements as outlined in the relevant classification competencies.
- 24.7.2 Not requiring an employee to perform a task that is outside the employee's competence or to promote de-skilling.
- 24.7.3 Employees performing their duties across a range of the Business's locations including various depots and other work sites. This may include locations anywhere within Australia. The Business gives a commitment where there is a requirement for interstate work that is not part of the employee's normal work roster or practices and mobility is not contained within the employee's contract of employment the resourcing requirement will be filled by a voluntary process. The voluntary process will be conducted without duress on employees, and with consideration for employee's family life commitments. The process will be managed as an expression of interest.

25 Full-time employment

Full-time employees are those who, over the roster cycle, work an average of 38 ordinary hours per week.

26 Part-time employment

- 26.1 Part-time employees are those who work less than full-time hours.
- 26.2 The minimum shift for a part-time employee is 2 hours.
- 26.3 Part-time employees will work a minimum of 10 hours per week (or less if agreed between the Company and the employee).
- 26.4 Part time employees receive, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
- 26.5 At the time of engagement, the Company and employee will agree in writing on the number of ordinary hours to be worked per week.

- 26.6 The agreed number of ordinary hours per week may only be amended by mutual agreement and will be recorded in writing.
- 26.7 Any amendment to the normal weekly pattern of work will be by agreement with the employee/s directly affected.
- 26.8 Where an employee and the Company agree in writing, part-time employment may be converted to full time, and vice-versa, on a permanent basis or for a specified period of time. If such an employee transfers from full-time to part-time (or vice-versa), all accrued entitlements will be maintained. Following transfer to part-time employment accrual will occur in accordance with the clauses relevant to part-time employment.
- 26.9 Part-time employment can include job sharing; where 2 employees undertake the work of the equivalent of 1 position on a part-time basis i.e. 2 part-time positions equalling the equivalent of 1 full-time role. Job sharing can only occur with the agreement of the Company and the 2 employees concerned.
- 26.10 A part-time employee who works in excess of their rostered ordinary hours will be paid for all such excess hours worked in accordance with the overtime clause.

27 Fixed-term employment

- 27.1 Fixed-term employees are those who are engaged for a specific purpose. This will be in relation to a specific task or a specific time period such as:
- 27.1.1 Parental leave coverage;
 - 27.1.2 Non-core work;
 - 27.1.3 One off builds/ projects; or
 - 27.1.4 Periods of approved leave.
- 27.2 The Business will only employ people in a fixed term capacity where there is a genuine need to do so.
- 27.3 Where a fixed term engagement extends for more than 2 years or involves more than 5 consecutive fixed term engagements at the same location, the employee is to be engaged / converted to permanent employment with the condition that the employee will be subject to involuntary redundancy and termination payments as provided in the relevant Business policies as amended from time to time.
- 27.4 Where an employee's employment status is converted as outlined in clause 27.3 and has been employed for more than 4 years, the employee will no longer be subject to involuntary redundancy.

28 Casual employment

- 28.1 Casual employees:
- 28.1.1 Are employed on an irregular basis, with no set routine or work pattern (i.e. hours of work varying from week to week, with inconsistent starting or finishing times);
 - 28.1.2 Have no guarantee of ongoing employment and are engaged on an “as needs” basis;
 - 28.1.3 Are free to refuse offers of work at any time due to other commitments; and
 - 28.1.4 Are identified in writing as a casual at the commencement of their employment.
- 28.2 The minimum shift for a casual employee is 4 hours unless the casual employee is replacing a part-time employee whose rostered hours for the shift are less than 4 hours. In such cases, the minimum shift for the casual employee is the length of the part-time employee’s rostered shift.
- 28.3 Casual employees will receive a 23% loading in addition to their base rate of pay. This loading will be paid in addition to any applicable penalty rates, overtime payments or allowances.

Casual Conversion

- 28.4 In order to provide pathways to permanent employment, where a casual employee has been employed on a regular and systematic basis for a period of at least 6 months (cumulatively), they will have the option to apply to convert their employment status in their current role to either permanent part-time or permanent full-time.
- 28.5 If the Business agrees (and such agreement will not be unreasonably withheld), the minimum hours of work on appointment will be calculated on the average of the hours worked each week over the preceding six (6) month period, with a minimum of 10 hours per week.
- 28.6 Prior to the completion of six (6) months cumulative service, the Business will provide notice to a casual employee regarding the above option.
- 28.7 Any casual employee who already has six (6) months cumulative service at the date of FWC approval of this Agreement, will be immediately advised of the above option.

29 Individual flexibility arrangements

- 29.1 This sub-clause applies to all employees covered by this Agreement.
- 29.2 These flexibility provisions establish both the standard employment conditions and the framework within which a flexibility arrangement can be reached varying the effect of a particular provision in order to meet the genuine needs of the employee and the Business. These flexibility provisions will not be used as a device to avoid the Business's employment obligations.
- 29.3 This sub-clause does not permit any variation the effect of which would be to vary the effect of the NES in a way not permitted by the *Fair Work Act 2009*.
- 29.4 The Business must ensure that any flexibility arrangement made pursuant to this clause:
- 29.4.1 Must be about matters that would be permitted matters if the arrangement was an enterprise agreement; and
 - 29.4.2 Must not include a term that would be an unlawful term if the arrangement was an enterprise agreement.
- 29.5 A genuine agreement can be reached between the Business and an individual employee at a particular site or a particular section of a site in relation to the following clauses (or sub-clauses) of this Agreement:
- Annual leave loading
- 29.6 The Business must ensure that any flexibility arrangement agreed to must result in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.
- 29.7 The Business must ensure that the individual flexibility arrangement must be in writing and signed:
- 29.7.1 By the employee and the Business; and
 - 29.7.2 If the employee is under 18 - by a parent or guardian of the employee; and
 - 29.7.3 Includes details of:
 - The terms of the enterprise agreement that will be varied by the arrangement; and how the arrangement will vary the effect of the terms; and 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
 - States the day on which the arrangements commence.

- 29.8 The Business will ensure that a copy of the individual flexibility arrangement is given to the employee within 14 days of the arrangement being agreed.
- 29.9 Any individual flexibility arrangement may be terminated:
- 29.9.1 On no more than 28 days written notice given by the Business or the employee; or
 - 29.9.2 By the employee and the Business, at any time, if they agree in writing to the termination.

30 Enhanced remuneration packages

- 30.1 Enhanced Remuneration Package arrangements may be utilised where there is a clearly identified operational need such as the need to attract or retain an employee or employees where there is a Business need. This operational need will relate to an individual employee in a specific position or a group of employees in specific positions in the Business.
- 30.2 Enhanced Remuneration Package arrangements must not be used to distinguish employee salary arrangements purely on the basis of performance but performance may be a factor considered.
- 30.3 The Enhanced Remuneration Package must also be calculated by reference to working arrangements.
- 30.4 This sub-clause does not permit any variation the effect of which would be to vary the effect of the NES in a way not permitted by the *Fair Work Act 2009*.
- 30.5 Where the Business wishes to offer an Enhanced Remuneration Package, the process will be as follows:
- 30.5.1 There must be a genuine, clearly identified operational need relating a to an employee or group of employees within the Business; and
 - 30.5.2 A Business case supporting the Enhanced Remuneration Package will be prepared and be made available to all employees to whom the Enhanced Remuneration Package is offered.
- 30.6 Where an Enhanced Remuneration Package is not offered to a group, the Business case must clearly explain the rationale for offering the Enhanced Remuneration Package to one or some, but not all, employees in the work group.
- 30.7 An Enhanced Remuneration Package will be read in conjunction with this Agreement and, where any inconsistency exists, the Enhanced Remuneration

Package will apply. Where the Enhanced Remuneration Package is silent the Agreement will apply.

- 30.8 The overall terms and conditions of employment agreed to will be more favourable than provisions of this Agreement as a whole. Employees must not be disadvantaged by taking up an Enhanced Remuneration Package, taking into consideration the remuneration and other benefits the employee would have received otherwise if the employee had not entered into an Enhanced Remuneration Package. As a minimum, the employee's base rate of pay for calculation of the Enhanced Remuneration Package will increase in accordance with wage adjustments specified within this Agreement.
- 30.9 If in a roster cycle the employee works any hours in excess of either:
- 30.9.1 the number of ordinary hours that attract the payment of a penalty rate under this Agreement; or
 - 30.9.2 the number of overtime hours,
- allowed for in the calculation of the remuneration payable in accordance with the Enhanced Remuneration Package, such hours will not be covered by the Enhanced Remuneration Package and must separately be paid for in accordance with the applicable provisions of this Agreement
- 30.10 Each 6 months from the commencement of the Enhanced Remuneration Package, or upon the termination of either the employee's employment or the Enhanced Remuneration Package, the Business will conduct a comparison of the employee's earnings in the previous 6 months and what the employee would have otherwise earned had the Enhanced Remuneration Package not been in place. For clarity, the comparison of earnings will be for the same hours as those worked by the employee in the previous 6 months. In the event that the calculation demonstrates the employee is worse off, they shall be paid the difference, plus an additional 1% of the difference, within 14 days so as to correct the disadvantage.
- 30.11 A genuine agreement for an Enhanced Remuneration Package can be reached between the Business and an individual employee in relation to all clauses of this Agreement except for:
- 30.11.1 This clause;
 - 30.11.2 Those clauses under "Introduction";
 - 30.11.3 Those clauses under "Health and Safety";
 - 30.11.4 Those clauses under "Communication and Consultation".

- 30.12 This type of enhanced remuneration package will be reviewed at least annually. An increase in an employee's enhanced remuneration package will be at the Business's discretion.
- 30.13 Enhanced remuneration packages will be entered into on a voluntary basis. The package only operates by mutual agreement between the Business and employee.
- 30.14 Enhanced remuneration packages may be terminated:
- 30.14.1 With at least 28 days written notice by the employee; or
 - 30.14.2 With at least 3 months written notice by the employer should a significant change occur in the foundation of the Business case; or
 - 30.14.3 By the employee and the Business at any time, by mutual agreement.
 - 30.14.4 However, if the employee is found to have committed serious misconduct their Enhanced Remuneration Package may be withdrawn following 28 days written notice.
- 30.15 The Business will compile details about the use of this clause on a regular basis during the life of the Agreement. Such information will be made available at the Quarterly Business Consultative Forum.

31 Flexible Work Initiatives

Requests for Flexible Work Arrangements

- 31.1 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:
- 31.1.1 Job Sharing;
 - 31.1.2 Working from Home;
 - 31.1.3 Part Time Study Leave Arrangements;
 - 31.1.4 Transition to Retirement Arrangements;
 - 31.1.5 Individual Flexibility Arrangements.
- 31.2 Requests made in accordance with the *Fair Work Act 2009* will not be unreasonably refused. These include the employee:
- 31.2.1 Is a parent or has responsibility for the care of a child who is school aged or younger;
 - 31.2.2 Is a carer (under the Carer Recognition Act 2010);

- 31.2.3 Has a disability;
 - 31.2.4 Is 55 or older;
 - 31.2.5 Is experiencing family or domestic violence; or
 - 31.2.6 Provides care or support to a **household member** or **immediate family** who requires care and support because of family or domestic violence.
- 31.3 The employer must give the employee a written response to the request within 21 days, stating whether the employer grants or refuses the request.
- 31.4 The employer may only refuse the request on reasonable Business grounds and this must be addressed in the employer's written response.
- 31.5 At any stage in the process an employee can request advice or representation from their union.
- 31.6 The Business will provide employees with information and education highlighting the choice and flexibility provided by this Agreement in areas such as balancing work and personal lives.

Job Sharing

- 31.7 Job sharing is where two or more employees are able to make arrangements that allow the employees concerned to share one permanent position.
- 31.8 Approval of Job Share will be at the discretion of *the Business* and subject to *Mutual Agreement* between the relevant supervisor/manager and the individual employees concerned, on the hours to be worked and roster arrangements that ensure the arrangement is cost neutral to *the Business*.
- 31.9 The employees are required to meet the daily/weekly/monthly hours of the position as determined between the employees concerned, based on their respective personal needs, in *consultation* with and as approved by their supervisor. Other flexible arrangements such as the individual employees sharing the job via extended block periods up to six months will be considered subject to operational requirements or constraints.
- 31.10 Employees who enter these arrangements will be treated as part-time employees as per the relevant provisions contained in this Agreement.

Working From Home

- 31.11 Working from home is a voluntary work arrangement agreed between an employee and the Business where an employee performs work from home during normal Business hours that would ordinarily be conducted at the Business's workplace.
- 31.12 There are two types of working from home arrangements:
- 31.12.1 Occasional; and

31.12.2 Regular.

- 31.13 A working from home arrangement will either be approved or rejected based on the Business's operational and Business requirements. A leader will consider, for example, the suitability of the work to be performed at home and the suitability of the employee to perform that work.
- 31.14 A Working from Home Agreement will detail all working arrangements and must be signed by both the employee and the delegated leader.
- 31.15 An agreement may be terminated by the employee or the Business at any time by giving two weeks written notice.
- 31.16 All forms, agreements, criteria or checklists referred to in this section can be located at the policy centre on the Business's Portal.

Transition to Retirement Arrangements

- 31.17 Transition to Retirement Arrangements may be available to those employees considering full time retirement from the work force and who may consider a transition period to retirement. This is in recognition of the need to facilitate the transfer of corporate knowledge, skills and provide guidance and mentoring to other employees prior to retirement, for the mutual benefit of the employee and the Business.
- 31.18 Transition to Retirement Arrangements may include but are not limited to the following:
- 31.18.1 Utilisation of accrued leave to maintain full time status while working part time hours without reduction in superannuation benefits;
 - 31.18.2 Working agreed blocks of work (annualised hours) using a combination of either accrued leave, banked RDO'S, TOIL, annualised hours or leave without pay over an agreed period of time. For example, two (2) month's work and two (2) months leave in rotation;
 - 31.18.3 Working from home may also be considered where the nature of the work is operationally suitable.
- 31.19 Any such arrangements between *the Business* and the employee will be documented in writing confirming the agreed pattern of work required, which may include (as applicable,) weeks to be worked over the period, minimum ordinary hours per week, the days on which the work is to be performed and daily starting and finishing times.

32 Position descriptions

- 32.1 Position descriptions describe the knowledge, skills, competencies, mandatory qualifications and other requirements to successfully perform the role. Every employee will be required to adhere to the requirements of a position description.
- 32.2 The position description includes matters relevant to the position such as performance plan type, occupational categories, job purpose, responsibilities, reporting relationships, organisational unit, work location, mandatory requirements, key requirements or selection criteria.
- 32.3 The Business will apply version identification to position descriptions.
- 32.4 Prior to any amendments being made by the Business to an Employee's position description the Business will conduct a consultation process in accordance with the Consultation process detailed in this Agreement. Consultation will not be required in the following instances:
- 32.4.1 Typographical error;
 - 32.4.2 Formatting of a document;
 - 32.4.3 Change of cost centre;
 - 32.4.4 Change of financial delegation where there is no significant effect;
 - 32.4.5 Change of reporting lines where there is no significant effect;
 - 32.4.6 Change in qualification title or code.

33 Classification review

- 33.1 Employees may request a classification review and then have input into the review.
- 33.2 The Business commits to expediting a review of the current positions allocated to the Manager Maintenance Planning, within the below timeframes:
- June 2020 – commence information gathering process with respective role holder;
 - July 2020 – populate position descriptions;
 - August 2020 – have position descriptions evaluated by the Business's remuneration and benefits team;
 - October 2020 – discuss/review outcome;
 - November 2020 – implement.

34 Apprenticeships and traineeships

- 34.1 Apprentices and trainees will be engaged as part of an employment-based training scheme approved under the *Further Education and Training Act 2014* (Qld).
- 34.2 The Business will apply the Queensland Industrial Relations Commission Order for Supply of Tools for Apprentices.

35 Probation

- 35.1 The probation period for an apprentice is 90 days unless otherwise specified by the relevant training authority.
- 35.2 The probation period for a trainee is 30 days unless otherwise specified by the relevant training authority.
- 35.3 Employees (excluding casuals, apprentices and trainees) will complete an initial probation period of between 3 and 6 months. The length of the probation period will be dependent on the type of work and nature of the position. The probation period and applicable conditions are to be agreed between the Business and the employee in writing at the time of appointment.
- 35.4 During the probation period the employee's work performance, behaviour and suitability for ongoing employment will be assessed.
- 35.5 After commencing employment employees will be advised of the performance and behaviour standards required. During the probationary period, employees will be provided with ongoing feedback that is constructive and proactive. In addition, there will be at least 1 review of the employee's performance. At this review, the employee will be given feedback on their performance and the opportunity to address any identified problems.
- 35.6 Where agreed, an employee's probation may be extended once only for a period of up to 6 additional months. However, the total length of a probationary period will not exceed 12 months.

36 Vacancies

Recruitment Principles

- 36.1 The Business is committed to providing career pathways for existing employees. This will be a required consideration when undertaking recruitment and selection processes.

36.2 Attracting and retaining a diverse and skilled workforce is generally best supported by advertising vacancies to the open market. As such, vacancies must be advertised in a way that maximises quality applicant pools.

36.3 Vacancies will be filled without undertaking a recruitment and selection process where one of the following circumstances exists:

36.3.1 An order of merit has been established for a recurring vacancy;

36.3.2 The classification stream provides an entitlement to progression based on successful completion of training and work experience and the employee has completed the relevant training and/or work experience;

36.3.3 Where the duties of a position are modified and the position is subsequently re-evaluated one (1) classification level higher, and the employee incumbent in that position:

- Has been previously appointed to that position through a merit based recruitment and selection process; and
- Has been undertaking the position for greater than 24 months; and
- Is satisfactorily meeting all of the performance objectives of the position.

36.4 Vacancies are not required to be advertised where they:

36.4.1 Meet the circumstances outlined in clause 36.3 above;

36.4.2 Are for entry level roles;

36.4.3 Are to be filled for a period of less than 12 months;

36.4.4 Are to be filled via redeployment of EiTs or HREs at or below level in accordance with clause 36.6 below; or

36.4.5 For a casual role.

36.5 The Chief Executive or delegated officer may exempt a vacancy from advertising or elect to limit the advertising only where the Chief Executive or delegated officer considers there is justification for doing so.

EiTs and HREs Requiring Redeployment

36.6 **“Employees in Transition”** (EiTs) and Health Restricted Employees (HREs) requiring redeployment must work co-operatively to secure new placements:

36.6.1 EiTs and HREs requiring redeployment must actively look for internal placements.

- 36.6.2 The Business must consider EITs and HREs requiring redeployment for temporary and permanent vacancies before proceeding to fill a vacancy by other means.
- 36.6.3 The Business must provide EITs requiring redeployment with meaningful duties whilst placement opportunities are being pursued.
- 36.6.4 The Business should discuss opportunities for redeployment to all roles where the EITs or HRE's skills and any necessary accreditations would require only reasonable re-training for them to be suitable.

Reversion to former position

- 36.7 Where an existing employee is accepted for employment in a position which requires the successful completion of training and or aptitude assessment as a precursor to commencing the new role, the employee shall have the ability to revert to their former substantive position in the event of their inability to successfully complete the training and or aptitude assessment.

37 Anti-discrimination, workplace diversity and equity considerations

- 37.1 The Business recognises the importance of workplace diversity, balancing work and life, and equity considerations. The parties support:
 - 37.1.1 The creation of conditions whereby the Business uses the skills and abilities of all workers to meet the needs of the Business.
 - 37.1.2 The removal of unlawful discrimination from all employment practices.
 - 37.1.3 Regard for the basic human right of each individual to be treated with respect and dignity.
 - 37.1.4 The right of each employee to be considered for employment and promotion for which they are skilled and qualified.
 - 37.1.5 The right of each employee to compete with others for positions on the basis of their skills, talents, capabilities and willingness and not to be denied fair selection appraisal or to be excluded during the process by inappropriate rules or attitudes.
 - 37.1.6 The needs of Equal Employment Opportunity (EEO) target group members by recognising the impact of workplace conditions and practices upon them and taking measures to ensure they are not disadvantaged.
- 37.2 The Business is committed to improving employment outcomes for Indigenous people. As part of this commitment, the Business will implement a range of

strategies/ initiatives to attract, recruit, retain and provide enhanced career development opportunities for Indigenous people. The union parties to this Agreement strongly endorse strategies which achieve these outcomes for Australia's first people. These strategies and initiatives will align with and support the broader Queensland Government commitments in regards to Indigenous employment.

38 Maximising employment security

- 38.1 The Business is committed to maximising permanent and long term casual employees' security of employment, but the Business operates in a rapidly changing, competitive environment where security of employment is increasingly linked to winning and retaining work.
- 38.2 For the purposes of this clause "long term casual employee" means a casual employee employed on a regular and systematic basis for at least 12 months and who has a reasonable expectation of continuing employment until the nominal expiry date of this Agreement.
- 38.3 The objective of this clause is to maximise the application of available resources including staffing and infrastructure, while considering changing customer needs or organisational priorities.
- 38.4 This may mean changes to employment arrangements. Where this occurs it is the parties' intent to pursue security of employment for permanent employees through re-skilling and/or retraining and/or redeployment opportunities. The intent is to provide long-term sustainable employment for employees whilst acknowledging that the flexibility the Business requires may often require changes to people's jobs.
- 38.5 There will be no forced redundancies and no forced **relocation**. This provision does not apply to an employee who has been converted from fixed term to permanent employment with the condition that the employee will be subject to involuntary redundancy.
- 38.6 This clause does not apply to any termination of employment for poor performance, incapacity or misconduct.
- 38.7 An employee shall not unreasonably reject retraining, transfer and/or redeployment. Transfer shall apply as defined in the relevant Business policies as amended from time to time.

39 Transfer of Business

- 39.1 Where a transfer of Business occurs in accordance with the Fair Work Act 2009 and where:
- 39.1.1 The transferring employee's service and accrued and unused leave entitlements with the Business are assumed by the new employer; and
 - 39.1.2 The transferring employee is offered employment on terms and conditions no less favourable than the employee currently enjoys
 - 39.1.3 The transferring employee will not be entitled to payment of any leave, severance, redundancy, period of notice or any other entitlement usually paid on termination of employment.

40 Termination of employment

Notice by the Business

- 40.1 The Business may terminate the employment of any casual employee by giving the casual employee 1 hour's notice.
- 40.2 During the probation period, the employee's employment may be terminated by the Business providing 1 week's written notice or by the Business making payment of 1 week's pay in lieu of notice.
- 40.3 The Business may terminate the employment of any permanent or fixed-term employee by giving the employee notice as specified in the table below:

Period of continuous service	Period of notice
Less than 1 year	1 week
Between 1 and 3 years	2 weeks
Between 3 and 5 years	3 weeks
More than 5 years	4 weeks

- 40.4 If, at the time of termination, the employee is over 45 years of age and has 2 or more years' continuous service, the employee will be given an additional week's notice.
- 40.5 The Business may choose to make payment in lieu of notice for all or part of the notice period. In such cases, employees will be paid the amounts ordinarily payable in respect of those ordinary hours, including allowances, loadings and penalties.
- 40.6 The above notice provisions will not apply where the employee is summarily dismissed.

Notice by employees

- 40.7 Permanent and fixed-term employees must give 2 weeks' notice to terminate their employment.
- 40.8 Employees who do not provide 2 weeks' notice will forfeit pay in lieu of notice not provided.
- 40.9 Casual employees must give 1 hour's notice to terminate their employment or they will forfeit 1 hour's pay in lieu of notice.

Payments due on termination

- 40.10 Employees will be paid for time worked (up to the time of termination only) as well as any applicable payments in lieu of notice.
- 40.11 Employees will be paid for any untaken annual leave (including loading) and untaken long service leave accruals.

Ceasing fixed-term employment

- 40.12 Fixed-term employment will end at the end of the term nominated or at the completion of the specified task.
- 40.13 Fixed-term employees will not be paid a notice period when their contract ends at the end of the term nominated or at the completion of the specified task.

41 Higher grade

Higher level payment

- 41.1 Depending on the principles underpinning the classification system, an employee who is acting in a higher classified position:
 - 41.1.1 For more than 4 hours on any shift, will be paid at the higher grade rate for the whole time the employee works on that shift;
 - 41.1.2 For 4 hours or less on any shift will be paid the higher grade rate for 4 hours.

Payment at entry level pay point

- 41.2 Employees who act in a higher classified position will be paid at the entry level pay point of the higher classified position, with the exception of levels 1 to 3 of the CI and ET classification streams where such employees will be paid in accordance with the competency principles.

- 41.3 Employees who act in a higher classified position for a full week (i.e. Monday to Sunday) will accrue time towards movement to the next incremental level of the higher classified position (if applicable).

Higher grade and leave payments

- 41.4 Employees do not accrue annual leave and/or personal/carers leave at a higher grade rate when acting in a higher grade position. Such Leave will accrue and be paid in accordance with the relevant clauses in this Agreement.
- 41.5 Employees who have previously accrued annual leave and/or leave for own illness/injury (now personal/carers leave) at a higher grade rate will continue to draw on those higher grade accruals until the accruals are exhausted or no longer relevant.
- 41.6 When an employee has had leave pre-approved before going into a period of higher grade, the Business will not cease the higher grade arrangement with the sole intent to avoid the Business's obligation of higher grade payment.
- 41.7 The Business is not obligated to approve an employee's leave that is requested once the employee has commenced higher grade and that leave would fall within or directly after a period of acting higher grade.

Leave and public holidays

42 Annual leave

Entitlement to annual leave

- 42.1 "**Shiftworkers**" who are regularly rostered to work on Saturdays, Sundays and public holidays are entitled to 190 hours (200 hours for the aggregate wage employees in Schedule 5) annual leave per year of service. Other employees are entitled to 152 hours annual leave per year of service.
- 42.2 An employee's entitlement to annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
- 42.3 Casual employees are not entitled to annual leave.

Taking annual leave

- 42.4 Employees must obtain approval from the delegated manager before taking annual leave. Approval will be subject to the Business and operational needs of the Business, however, approval will not be unreasonably withheld.
- 42.5 Where an employee has more than two years accrual of annual leave and agreement cannot be reached through discussions with the employee the Business may direct the employee to take up to 25% of their accrued annual leave. Where such a direction is made the employee will be given at least 14 day's notice of the commencement of the annual leave.
- 42.6 Annual leave taken, cashed out or donated will be deducted from an employee's accrual.

Payment of annual leave

- 42.7 For each ordinary hour of annual leave taken employees will be paid at the base rate of pay (or other agreed rate as specified elsewhere in this Agreement) received by the employee immediately before taking annual leave.
- 42.8 Shiftworkers will receive leave loading of 20%.
- 42.9 All other employees will receive leave loading of 17.5%.
- 42.10 Employees will be paid for public holidays without deduction from their annual leave accrual if the public holiday falls within the period of annual leave.
- 42.11 By written agreement with the Business, employees may apply to convert all or part of their leave loading to additional annual leave. This can only occur where the employee has an accrual of two year or less of annual leave.

Cashing out/Donating annual leave - Overall limit

- 42.12 Full-time employees are able to cash out/donate a maximum of one week of annual leave in any 12 month period. The maximum annual leave that may be cashed out/donated for Part-time employees will be determined on a pro-rata basis.
- 42.13 Paid annual leave must not be cashed out/donated if the cashing out/donation would result in the employee's remaining accrued entitlement to paid annual leave being less than one year.
- 42.14 Each cashing out/donation of a particular amount of paid annual leave must be by a separate written agreement between the Business and the employee.

- 42.15 The employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

Donating annual leave

- 42.16 From time to time employees may like to financially assist other employees or their families who are experiencing a serious, life threatening illness or injury, or who have died. In these circumstances, the Business may arrange a donation process for employees to assist fellow employees or their families.
- 42.17 In such situations a full-time employee can voluntarily elect to donate up to one week of accrued annual leave (and leave loading) to the specific employee or their family. Part-time employees can donate annual leave on a pro-rata basis.
- 42.18 The cash value of the donated leave (and loading if applicable) forms part of the employee's taxable income for the year, therefore, the Business will deduct the relevant amount for taxation purposes.

Cashing out annual leave

- 42.19 Employees with 12 months' service may apply to cash out a portion of their accrued annual leave subject to the following conditions:
- 42.19.1 The application will be in writing.
- 42.19.2 The employee can only make application where the employee has taken a minimum of one year's accrual of annual leave in the previous 12 months.
- 42.19.3 Employees may make such an application at a time/s each year designated by the Business or in conjunction with taking a period of annual leave of at least the same duration as the amount of leave the employee is applying to cash out.
- 42.20 In considering the employee's application, the Business will take into account the potential impact on the employee in terms of workplace health and safety.
- 42.21 The cashed out annual leave (and loading if applicable) forms part of the employee's taxable income for the year, therefore, the Business will deduct the relevant amount for taxation purposes.

Illness while on annual leave

- 42.22 Employees, who become ill during a period of annual leave, may claim personal leave in lieu of annual leave subject to the following conditions:
- 42.22.1 The employee's supervisor is promptly notified of the circumstances during the period of the illness and the approximate duration of the illness

42.22.2 The period of illness exceeds 3 days

42.22.3 Evidence consistent with the evidence requirements of the Personal/Carers clause of the illness is supplied.

42.23 If personal leave in lieu of annual leave is approved by the delegated manager, the employee's annual leave accrual will be adjusted accordingly. Payroll deductions for leave loading will occur (if applicable).

43 Long service leave

Entitlement to long service leave

43.1 Employees are entitled to 345.8 hours of long service leave on completion of 7 years continuous service.

43.2 For any continuous service beyond 7 years, employees will accrue long service leave at the rate of 49.4 hours per year.

43.3 For casual employees service remains continuous provided the casual employee is re-engaged on a casual or other (e.g. fixed-term or permanent) basis within 3 calendar months of the date of the termination of employment. Notwithstanding the foregoing the entitlement to long service leave for casual employees is determined by the following:

43.3.1 Upon 7 years continuous service the employee's total aggregated hours divided by 13,832 (i.e. 7 years x 52 weeks per year x 38 hours per week) multiplied by 345.8 (i.e. full-time hours of long service leave); and

43.3.2 Thereafter at the rate of the employees annual total aggregated hours in the preceding 12 months divided by 1976 (hours) multiplied by 49.4 hours.

43.4 A casual employee may only access their accrued long service upon 7 years of continuous service.

Payment of long service leave

43.5 Employees will be paid for each ordinary hour of long service leave at the base rate of pay (or other agreed rate as specified elsewhere in this Agreement) received by the employee immediately before taking long service leave.

43.6 Where a public holiday falls within a period of long service leave, the day will be paid as a public holiday and not as long service leave.

Cashing out long service leave

- 43.7 Employees with 7 or more years of service may apply to cash out a portion of their accrued long service leave under the following conditions:
- 43.7.1 The application will be in writing.
 - 43.7.2 Employees must have at least 345.8 hours of long service leave remaining after they have cashed out a portion of their long service leave.
- 43.8 Employees may make such an application at a time/s each year designated by the Business or in conjunction with taking a period of long service leave.
- 43.9 In considering the employee's application, the Business will take into account the potential impact on the employee in terms of workplace health and safety.
- 43.10 The cashed out long service leave forms part of the employee's taxable income for the year, therefore, the Business will deduct the relevant amount for taxation purposes.
- 43.11 Employees who cash out long service leave will have that amount of leave deducted from their balance.

Salary sacrificing long service leave to superannuation

- 43.12 At a time/s each year designated by the Business, employees with 7 or more years of service and who are entitled to long service leave may apply to salary sacrifice future accruals of long service leave. Employees may apply for this subject to the following conditions:
- 43.12.1 The application will be in writing.
 - 43.12.2 Employees must have at least 345.8 hours of accrued long service leave at the time of making the application.
- 43.13 In considering the employee's application, the Business will take into account the potential impact on the employee in terms of workplace health and safety.
- 43.14 Employees who salary sacrifice long service leave will not have the relevant amount of leave added to their long service leave balance.

Illness while on long service leave

- 43.15 Employees on long service leave, who become ill during the period of long service leave, may claim personal leave instead of long service leave subject to the following conditions:

- 43.15.1 The employee's supervisor is promptly notified of the circumstances during the period of the illness and the approximate duration of the illness
- 43.15.2 The period of illness exceeds 5 days on which the employee would have worked but for the absence on long service leave
- 43.15.3 Evidence consistent with the evidence requirements of the Personal/Carers clause of illness is supplied.
- 43.15.4 If personal leave in lieu of long service leave is approved by the delegated manager, the employee's long service leave accruals will be adjusted accordingly.

44 Personal/carer's leave

Entitlement

- 44.1 Employees (except casuals) accrue personal/carer's leave at the rate of 10 days per year in accordance with the *Fair Work Act 2009*.
- 44.2 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.

Taking paid personal/carer's leave

- 44.3 An employee may take paid personal/carer's leave if the leave is taken:
 - 44.3.1 Because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
 - 44.3.2 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:
 - i) A personal illness, or personal injury, affecting the member; or
 - ii) An unexpected emergency affecting the member.
 - 44.3.3 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.
 - 44.3.4 Unused personal/carer's leave will not be paid out upon termination of employment.
 - 44.3.5 Where an employee who is absent on approved unpaid personal leave and provides evidence in accordance with this clause to cover the entire

absence, personal/carers leave will continue to accrue for the duration of the employee's absence on such leave.

Notice of absence

- 44.4 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. Wherever possible, employees will advise the expected duration of the absence. Employees will provide advance notice wherever possible.
- 44.5 This section does not apply to an employee who could not comply with it because of circumstances beyond the employee's control.

Entitlement to unpaid carer's leave

- 44.6 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.

Taking unpaid carer's leave

- 44.7 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.
- 44.8 An employee may take unpaid carer's leave for a permissible occasion as:
- 44.8.1 A single continuous period of up to 2 days; or
 - 44.8.2 Any separate periods to which the employee and the Business agree.
- 44.9 An employee cannot take unpaid carer's leave if the employee could instead take paid personal/carers leave.
- 44.10 Casual employees may apply for unpaid carers leave.

Evidence requirements

- 44.11 An employee must provide evidence for absences due to personal/carers leave which exceed 2 working days
- 44.12 An exception will apply when:
- 44.12.1 A review of the employee's personal (sick and carer's) leave records has revealed that the employee's record of attendance gives cause for

reasonable concern. In that instance, the employee will subsequently be interviewed, and if they cannot provide satisfactory reason for the absences, they can be directed (for a maximum period of six months) to provide evidence for all absences; or

44.12.2 The Employer has waived the requirement to provide evidence in areas where access to medical practitioners is restricted or difficult.

44.13 Employees will provide evidence for planned medical appointments before the appointment if required by the supervisor.

44.13.1 Acceptable forms of evidence:

Of the employee's personal illness/injury will be a medical certificate from a relevant registered health practitioner;

44.13.2 Of an immediate family/household member's illness/injury will include a medical certificate (relating to the immediate family/household member's illness/injury) from a relevant registered health practitioner;

44.13.3 Of the employee's responsibility for an immediate family/household member may include a birth certificate, school notification or letter from a dependent family member's registered health practitioner.

44.14 If it is not reasonably practicable for the employee to provide a medical certificate for their own, or an immediate family/household member's, illness/injury when required to do so, the employee must provide alternative and appropriate proof.

44.15 If a medical certificate or alternative and appropriate proof (e.g. statutory declaration) is not provided when required, payment will not be made for the absence.

44.16 Where an employee is deemed unfit for rail safety work following a National Health Standards (NHS) assessment, the employee will be required to take appropriate action as advised by the Business. Should the employee be required to access personal/carer's leave for greater than 2 working days the employee may provide their own evidence for this absence or, alternatively, the employee will advise the Business to use the NHS assessment as appropriate evidence.

Payment for paid personal/carer's leave

44.17 Payment for personal/carer's leave will be based on the employee's ordinary hours for the rostered shift which would otherwise have been worked by the employee if the employee were not absent on personal/carer's leave for all or part of that shift.

- 44.18 Employees will be paid for each ordinary hour of paid personal/carers leave at the base rate of pay (or other agreed rate as specified elsewhere in this Agreement) received by the employee immediately before taking such leave.
- 44.19 Employee taken not to be on paid personal/carer's leave on Public holidays.
- 44.20 If the period during which an employee takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid personal/carer's leave on that public holiday.

When personal/carer's leave is exhausted

- 44.21 At the discretion of the Business, employees with the necessary evidence and advanced notice, where possible, may be allowed access to Annual / Long Service Leave accruals where personal/carer's leave has been exhausted. Approval to access annual/long service leave accruals will not be unreasonably withheld.

45 Compassionate leave

- 45.1 Employees (except casuals) are entitled to 2 days' 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.
- 45.2 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.
- 45.3 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.

46 Bereavement leave

- 46.1 Employees (including casuals with 12 months' service) are entitled to 3 days' paid bereavement leave (on each occasion) when an immediate family/household member dies.
- 46.2 Employees will be paid bereavement leave at the base rate of pay (or other agreed rate as specified elsewhere in this Agreement) received by the employee immediately before taking bereavement leave.
- 46.3 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.

47 Jury service leave

- 47.1 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.
- 47.2 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.

48 Military leave

- 48.1 Employees (except casuals) who are members of the Australian Defence Force Reserves who take approved military leave may apply to access up to 32 calendar days of military leave (including Saturdays, Sundays and public holidays) per financial year.
- 48.2 However, employees will only be paid for days they would have ordinarily worked and only for ordinary rostered hours.
- 48.3 Employees will be paid military leave at the base rate of pay (or other agreed rate as specified elsewhere in this Agreement) for their substantive position.
- 48.4 Where an employee supplies 2 or more training notices for periods of continuous defence service and the breaks between the training periods are rostered days off, Saturdays, Sundays or public holidays then these days are to be included as part of the 32 calendar days military leave.

49 Parental leave

- 49.1 The Business will provide unpaid parental leave (including adoption and surrogacy leave) pursuant to the requirements of the relevant legislation and the Business's policy.
- 49.2 The entitlement to parental leave for casual employees is limited to those casual employees who would qualify for parental leave pursuant to the Fair Work Act 2009.
- 49.3 On becoming aware that an employee/the employee's spouse, is pregnant, or that the employee is adopting a child, or that an employee is an intended parent under a surrogacy arrangement, the Business must inform the employee of:

- 49.3.1 Statutory entitlement to parental leave

49.3.2 The Business's parental leave policy; and

49.3.3 The employee must be specifically informed of the Business's notice obligations.

49.4 Additionally, the Business will provide paid leave at the employee's base rate to employees with 12 months continuous service as follows:

Leave	Entitlement	Payment
Pre-natal leave*	Pregnant employees for the attendance of pre-natal appointments	1 week
	Partner (non-birth parent)	1 day
Paid Maternity Leave*	Employees who give birth to a child	14 calendar weeks
	Employees who do not give birth to a child	6 weeks
Special Maternity Leave	Period of leave as required by medical practitioner	Unpaid leave
	Employees who experience a pregnancy-related illness or whose pregnancy ends/terminates other than by birth of a living child within 28 weeks before the expected date of the birth.	(Maximum period cannot extend 52 weeks)
Partner's Leave*	An employee whose partner gives birth	1 week
Leave to be primary caregiver	Where the birth parent returns to work and the employee needs to be the primary caregiver, paid leave can be accessed in lieu of the paid maternity leave and/or paid spousal leave	A calculation derived from 14 weeks paid maternity leave, less the time taken in weeks by the birth parent, less the 1 week of partner's leave (the total calculation cannot exceed 7 weeks)

* All entitlements are the same in instances of adoption.

49.4.1 Casual employees are entitled to paid parental leave under this clause on a "pro rata" basis. The proportion of payment for casual employees for each week of paid parental leave is determined as follows:

49.4.2 The total hours worked in the 12 months immediately preceding the date the employee seeks to access the entitlement (hours) multiplied by the employee's hourly base rate of pay x 38 (hours). To avoid doubt the hourly base rate of pay will be adjusted to include the casual loading).

49.5 Nothing in this clause affects an employee's right where it exists to access the federal government paid parental leave scheme.

49.6 Paid parental leave, (with the exception of the Government Paid Parental Leave Scheme) will be counted as service for the accrual of all entitlements.

50 Aboriginal and Torres Strait Islander cultural leave

Aboriginal and Torres Strait Islander employees are entitled to 5 days unpaid cultural leave per calendar year to attend ceremonies related to their Aboriginal and/or Torres Strait Islander culture.

51 Domestic or family violence

51.1 The Business 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 Queensland Government policy as it relates to Domestic or Family Violence to the extent it provides a more beneficial entitlement.

Definition of Domestic and Family Violence

51.2 Domestic and family violence is abusive and/or violent behaviour used by one person to control and dominate another person within a domestic relationship and may include physical, sexual, financial, verbal or emotional abuse.

51.3 Domestic violence may also include one person in a domestic relationship asking or getting someone else to injure, intimidate, harass or threaten the other person, or damage the other person's property.

51.4 A domestic relationship includes an immediate family member, or a person who has been, or is, in a continuing social relationship of a romantic or intimate nature with the victim, or a person who is or has continually or at regular intervals lived in the same household as the victim.

Entitlement to Special Leave with Pay

51.5 An employee who is currently experiencing domestic/family violence is entitled to access special leave with pay in order to attend medical appointments, legal proceedings and other activities related to domestic/family violence.

51.6 The amount of paid leave provided is at the discretion of the Group Executive People & Culture and will depend on individual circumstances. To assess a request for special leave with pay from a person who is experiencing domestic/family violence consideration will be made on a case-by-case basis, having regard to:

51.6.1 The stated purpose of the leave;

51.6.2 The amount of leave required; and

- 51.6.3 Whether the purpose and amount of leave is reasonable having regard to the person's personal circumstances.
- 51.7 Qualifying periods will not apply.
- 51.8 Paid leave can be taken as consecutive days, single days or a fraction of a day and can be taken without prior approval; however the employee must notify their supervisor/manager of their absence.
- 51.9 The employee does not have to use other leave entitlements before accessing special leave with pay.
- 51.10 Proof of domestic and/or family violence may be required by the Group Executive People & Culture and can be in the form of an agreed document issued by the Police Service, a court, a doctor, district nurse, maternal and child health care nurse, a Family Violence Support Service, lawyer or statutory declaration.

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

- 51.11 An employee who is currently experiencing domestic/family violence is entitled to 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.
- 51.12 An employee who is currently experiencing domestic/family violence is entitled to request a reasonable adjustment to working arrangements and practices.
- 51.13 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.
- 51.14 A dispute arising over any of the terms of this Agreement is subject to the dispute resolution process found within this Agreement.

52 Trauma Leave

The Business is committed to providing and maintaining a working environment for employees that is safe and without risks to health, including psychological health. This includes the ability for employees who experience critical incidents within the workplace to access entitlements outlined in the Critical Incident Leave Specification.

53 Public holidays

Applicable public holidays

- 53.1 The following public holidays will apply:

- The following public holidays will apply:
- New Year's Day
- Australia Day
- Good Friday
- Easter Saturday
- Easter Sunday
- Easter Monday
- Anzac Day
- Labour Day
- Queen's Birthday
- Christmas Eve (from 6pm to midnight)
- Christmas Day
- Boxing Day
- Show holidays or equivalent
or
- 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).

Nominating a show holiday

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

Substituting public holidays

- 53.3 Where the Business and a majority of affected employees agree a public holiday 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.

Payment for public holidays

- 53.4 A fulltime employee not required to work on a public holiday will be paid for the ordinary hours the employee would have otherwise worked with a minimum payment of 7.60 hours.
- 53.5 Part-time employees when not working on an applicable public holiday will be paid for the hours they would ordinarily work on that day had it not been a public holiday.
- 53.6 Casual employees will only be paid for public holidays on which they work.

- 53.7 When an employee works on a public holiday they will be paid a full days wage at the rate applicable for all ordinary hours worked on such a day plus payment for the time actually worked at 150% of the rate prescribed for such work with a minimum of 4 hours.
- 53.8 For the purpose of clause 53.7 a 'full day's wage' means 7.6 hours for employees rostered to work an average of 38 hours per week. However, where an employee's ordinary hours established under the Hours of Work clause are other than 7.6 hours, those ordinary hours will be used as the minimum payment for the day.
- 53.9 For the purpose of clause 53.7, 'rate applicable for ordinary time worked' includes applicable penalty payments for shift work and weekend work that forms part of the employee's ordinary hours for the week.
- 53.10 Employees who do not ordinarily work Saturdays as part of their ordinary hours will not be entitled to payment for Easter Saturday when not worked.
- 53.11 When a full-time employee's rostered day off falls on a public holiday and cannot be moved to another day, they will be paid their ordinary hours for that day.
- 53.12 Where a public holiday falls on a Saturday or Sunday but is observed on a Monday or Tuesday, employees will be paid for working the Saturday or Sunday at the penalty rates for Saturdays and Sundays. Where employees work on the gazetted Monday or Tuesday public holiday, the employees will be paid in accordance with this clause.
- 53.13 Where overtime is worked on a public holiday either as a whole additional shift or as additional hours worked on the day above any ordinary hours, payment will be at double the overtime rate that would be applicable if the day was not a public holiday.

Travelling and living away from home

54 Locality allowance

The Business will provide locality allowance to eligible employees in accordance with the Locality allowance policy.

55 Meal allowance – working away from home depot/station

- 55.1 The following meal allowance will be paid to all current and new employees:

	Breakfast	Lunch	Dinner
1 March 2019	\$16.79	\$16.79	\$16.79
1 March 2020	\$17.30	\$17.30	\$17.30
1 March 2021	\$20.41	\$21.87	\$39.43
1 March 2022	\$23.65	\$26.55	\$45.60

- 55.2 Employees who are relieving or temporarily working more than 30 kms from their home station who are not required to stay overnight will be eligible for meal allowances.
- 55.3 Employees relieving or temporarily working at a place from which they can return home for a portion of the time that they are off duty will be paid the rate for each meal time they are away from home.
- 55.4 No allowance will be paid for the first meal which occurs when employees are sent away from their home station or depot to work one shift.
- 55.5 Meal allowance will not be paid if employees:
- Depart from their home depot after 0700;
 - Return to their home depot before 0700;
 - Depart from their home depot after 1230;
 - Return to their home depot before 1330;
 - Depart from their home depot after 1800;
 - Return to their home depot before 1830.
- 55.6 If employees leave their home station on one day and return at or after 1330 on the next day, a meal allowance will be paid for the midday meal in addition to any other meal payments which may be due.

56 Working away from home

The Business will provide living away from home allowance or travelling allowance to eligible employees in accordance with the Travelling, Living Away From Home and Camp Allowance Policy.

The meals and incidental rates will be applied as follows:

	Breakfast	Lunch	Dinner	Incidental	Total
1 March 2019	\$17.18	\$17.18	\$33.26	\$14.97	\$82.59
1 March 2021	\$20.41	\$21.87	\$39.43	\$16.14	\$97.85
1 March 2022	\$23.65	\$26.55	\$45.60	\$17.30	\$113.10

57 Accommodation whilst working away

- 57.1 Where an employee is required to work away from home overnight or longer, the minimum standard of accommodation should be of a 3 star standard. Where 3 star standard is unavailable at the job location, the nearest standard of accommodation to 3 star shall be provided.
- 57.2 Accommodation should be in the form of a well-maintained, air-conditioned motel/hotel style room with an ensuite bath and/or shower with toilet facilities. Fridge, radio, television and access to a telephone and data access (e.g. QR intranet, appropriate personal emails), all with functional reception will be provided where possible.
- 57.3 Accommodation will be one employee per bedroom. Shared arrangements with a maximum of 2 employees to a room will only apply in the event of a natural disaster (e.g cyclone, flood) or where there is a high occupancy demand (e.g. mining and construction project towns.) Rostering and room allocation will be planned before commencement of travel where applicable.

58 Transfer conditions

Employees who are promoted or transferred to a position at another centre, except when this move is arranged at the employee's own request, will be entitled to the transfer benefits provided by the Business.

Union encouragement

59 Union delegates

- 59.1 Union delegates and job representatives from the workplace have a role to play within a workplace. The Business shall not unreasonably hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.
- 59.2 Employees will be given full access to Union delegates and other job representatives during working hours to discuss any employment matter provided that work requirements are not unreasonably affected.
- 59.3 Provided that service delivery and work requirements are not unduly affected, delegates and job representatives will be provided reasonable access to facilities for the purpose of undertaking representative activities. Such facilities may include: telephone, computers, email, photocopiers, facsimile machines, storage facilities,

meeting rooms and notice boards. The Business and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes and the use of such facilities will not be abused.

59.4 The Business will approve time off without loss of pay for ordinary hours for employees who are elected (honorary) officials of unions to attend a reasonable number of union executive meetings, divisional meetings, State Council meetings and annual/bi-annual conferences of their union. These are to be based on schedules agreed to between the Business and the respective Union. Such paid arrangements will not include travelling time.

59.5 Relevant union delegates will be advised of intended induction sessions and provided with opportunities to discuss union membership with new employees at the session.

60 Industrial relations education leave

60.1 Industrial relations education leave is paid time off to acquire knowledge and competencies in industrial relations. Such knowledge and competencies are intended to enable union delegates or job representatives to effectively participate in consultative structures, perform a representative role and further the effective operation of the grievance and dispute settlement procedures.

60.2 This clause does not apply to probationary employees.

60.3 Upon written application, employees who are Union delegates or job representatives may be granted up to 38 ordinary hours paid time off per calendar year. Leave under this clause is not cumulative and each absence must be approved by the Chief Executive (or delegated authority).

60.4 Upon written application this leave will be granted, unless it unreasonably impacts upon service delivery, work requirements, or the effectiveness and efficiency of the work unit concerned.

60.5 Payment for leave pursuant to this clause shall be at the employee's base rate of pay (or other agreed rate as specified elsewhere in the Agreement).

60.6 Where an approved course extends beyond 5 working days, the Chief Executive (or delegated authority) may approve the period of leave for training to be extended to cover 10 working days to cover 2 calendar years.

60.7 Upon request and subject to approval by the Chief Executive (or delegated authority), employees may be granted paid time off in special circumstances to

attend management committee meetings, Union conferences, and ACTU Congress.

Contractor arrangements

61 Contractors

Secure Jobs Commitment

61.1 It is an objective of this Agreement to maximise the use of the Business's employees in order to enhance job security.

Scope

61.2 This clause applies to contracts entered into on or after 1 January 2016 and applies to all work covered by the Agreement that could be contracted out by any part of the Business's Business on or after that date.

61.3 This clause does not apply to contracts or arrangements for major construction projects or similar work already in the market or awarded as at 1 January 2016. Existing contracts are addressed under a separate Memorandum of Understanding.

Principles

61.4 The parties acknowledge that the Business is bound by the Use of Contractor principles set out in the Government-Owned Corporations - Wages and Industrial Relations Policy 2015; or any policy that supersedes this policy.

61.5 The parties recognise that contractors will continue to be an aspect of the Business's Business, however, the parties are committed to minimising the use of contracting-out and/or labour hire utilising a workforce planning process.

61.6 Contractors will not be utilised for core, day-to-day activities that are regular, systematic and planned to continue for a 12 month period that can viably be performed in-house.

61.7 The parties acknowledge the importance of ensuring that any contractor or labour hire Business engaged must be able to demonstrate compliance with all industrial and workplace health and safety laws, and is sufficiently capitalised to continue compliance throughout the life of the contract.

- 61.8 To the extent permitted by law, in respect of work that is covered by this Agreement, the Business shall ensure that employees of contractors are afforded terms which are no less favourable than the terms which would apply if the work was done by employees of the Business.
- 61.9 Where the use of contractors is the result of an ongoing need for a particular skill/s and the Business's employees could be reasonably expected to acquire and use those skill/s, the Business will provide training to develop a level of in-house capacity.

Requirements

- 61.10 The use of contractors will be subject to the following:
- 61.10.1 The work volume is beyond the short term capacity of the employees and resources of the Business;
 - 61.10.2 The security or tenure of employment of the Business staff to meet service or operational peaks cannot be guaranteed;
 - 61.10.3 The type of work or specialisation is outside the traditional, and reasonable, scope of the Business's operations; or
 - 61.10.4 The work is of an immediate, and genuinely unexpected nature.

Contractor's Review Committee

- 61.11 The Contractors Review Committee will be composed of three nominated representatives from each union, and the Business representatives from industrial relations and contract management.
- 61.12 The purpose of the Contractors Review Committee is to participate in workforce planning discussions about the proposed use of contractors or labour hire.
- 61.13 The Contractors Review Committee will meet on a monthly basis (every second month being by teleconference), unless otherwise agreed by the parties involved.
- 61.14 Outcomes of the monthly meetings will be documented.

Contractors Review Committee Operation

- 61.15 At the Contractors Review Committee the Business will table the 'Contracting Planning Document' detailing all known works that are proposed to be contracted out over the coming 12 months.
- 61.16 The Contracting Planning Document will detail all relevant information, including:
- 61.16.1 Why contracting is being considered;

- 61.16.2 The amount & type of work planned to be contracted;
 - 61.16.3 Which contractors are likely to be capable of undertaking the work;
 - 61.16.4 When the contracting would commence; and,
 - 61.16.5 The duration of the potential contracting.
- 61.17 The Contracting Planning Document will be updated continuously by the Business, providing at least 12 months prior notice of any additional proposals to use contractors/labour hire. The updates to the document will as soon as reasonably practicable be provided to members of the Contractors Review Committee.
- 61.18 Any contracting out proposals provided to the Contractors Review Committee will be addressed in accordance with the following process:
- 61.18.1 The Business will explain within a committee meeting the basis for considering using contractors in regards to each separate proposal;
 - 61.18.2 Members of the Contractors Review Committee present to the Business any alternative options for the performance of work that is being considered to be contracted out prior to the next meeting;
 - 61.18.3 Alternative options may include, but are not limited to, the use of fixed term contracts or the use of volunteers from the existing workforce.
 - 61.18.4 At the next meeting, discussion will occur concerning any alternative options that have been put forward.
 - 61.18.5 Following the meeting, the Business will announce their decision on the proposal, taking into account alternative options, if any, provided by the Contractors Review Committee
 - 61.18.6 Where alternative options have not been adopted in full, or in-part, the reasons for not adopting the alternative will be outlined by the Business.
 - 61.18.7 Once a definite decision has been made, as per clause 61.18.5 above, the parties have 5 working days to initiate a dispute at step 3 of the dispute settlement procedure. This process will not be used unreasonably.
- 61.19 In the event of an operational emergency, the Business is relieved of its obligation to notify the Contractors Review Committee prior to using contractors, however the Business will provide all relevant information about the incident to the next Contractors Review Committee meeting.

Contractor Documents and Requirements

- 61.20 As standard contract provisions, the Business requires all contractors and their employees to comply with:
- 61.20.1 All relevant safety, workers' compensation, superannuation and workplace relations legislation and applicable statutory and/or industrial instrument;
 - 61.20.2 Safe working practices and associated PPE and test equipment equivalent to that used by employees;
 - 61.20.3 Relevant training requirements;
 - 61.20.4 All relevant licensing and registration requirements;
 - 61.20.5 All relevant Codes of Practice and Standards established or promulgated by the appropriate industry regulator or standard setting entity including those prescribed under relevant legislation; and
 - 61.20.6 All occupational health and safety, workers' compensation and applicable quality assurance standards.
 - 61.20.7 The terms and conditions of employment for employees of Contractors shall be no less favourable than those contained in the relevant Federal or Certified Agreement.
- 61.21 To ensure compliance, the Business will require contractors or labour hire firms to report on the above to the Business at intervals prescribed in the contract and not less than 3 monthly or as mutually agreed by the Parties.
- 61.22 Nothing in this clause requires the Business to disclose information where doing so would breach the Business's legal obligations.

Alternative Arrangements

The parties may agree to alternative processes to those contained within clause 61. Such agreement will be captured via meeting minutes of the Contractors Review Committee.

Remuneration

62 Wage increases

- 62.1 Employees covered by this Agreement will receive the following increases (per annum) to their base rate of pay:

Employees in receipt of the All-Purpose Allowance rates detailed in Schedule 2 and Schedule 4, clause 8:

- 3% on 1 March 2019;
- 2.64% on 1 March 2020 (an amount in recognition of increases to All Purpose Allowance);
- 3% on 1 March 2022.

Employees not in receipt of the All-Purpose Allowance rates detailed in Schedule 2 and Schedule 4, clause 8:

- 3% on 1 March 2019;
- 3% on 1 March 2020;
- 3% on 1 March 2022.

Wage Increases Schedule

62.2 Schedule 2 contains rates of pay as adjusted in accordance with the "Wage Increases" clause.

63 Superannuation

63.1 The Business will pay:

63.1.1 For contributory accumulation or defined benefit accounts, the greater of the amounts specified in the Superannuation Guarantee (Administration) Act 1992 Cth or the Superannuation (State Public Sector) Deed 1990 QLD.

63.1.2 For non-contributory accounts (i.e. RailSuper), the greater of the amounts specified in the Superannuation Guarantee (Administration) Act 1992 Cth or the rate specified in this Agreement.

63.2 All employee superannuation contributions will be paid into a QSuper fund.

63.3 Members of contributory accumulation and defined benefits funds have the option of salary sacrificing their superannuation contributions.

63.4 The contribution rate for members of non-contributory accumulation funds (i.e. RailSuper) will be 10.5% (which is the Superannuation Guarantee Levy (SGL) plus 1%). In the event of an increase to the SGL this relativity will be maintained.

63.5 Employees with service at 1 February 1995, who subsequently retire with 10 or more years' service and who have not joined either a QSuper contributory or defined benefit fund, will be entitled to a retirement allowance for the years of service at 1 February 1995, calculated on the base rate of pay of the employee's substantive position for the periods in the following table:

Continuous service	Retirement allowance
15 years	3 months' pay
20 years	4.5 months' pay
25 years	6 months' pay
30 years	7.5 months' pay
35 years	9 months' pay
40 years	10.5 months' pay
45 years	12 months' pay

- 63.6 Eligible employees will receive pro-rata retirement allowance for continuous service less than 15 years based on the proportion of 3 months' pay.
- 63.7 Eligible employees will receive pro-rata retirement allowance for part years of continuous service between 15 and 45 years (maximum).
- 63.8 Should the Queensland Government adopt a policy where superannuation is paid on Parental Leave then the Business will adopt such policy to the extent it provides a more beneficial entitlement.

64 Payment of wages/salary

All employees will have their remuneration paid fortnightly into a nominated financial institution.

65 Time and wages record

- 65.1 The Business will keep a time and wages record on the Business's premises that contains the following particulars for each pay period for each employee:
- 65.1.1 The employee's classification;
 - 65.1.2 The Business's full name and address;
 - 65.1.3 The name of the agreement under which the employee is employed;
 - 65.1.4 The number of hours worked by the employee during each day and week, the times at which the employee started and stopped work, and details of work breaks including meal breaks;
 - 65.1.5 The wage rate for each week, day, or hour at which the employee is paid;
 - 65.1.6 Whether the employee's employment is permanent, fixed-term or casual;
 - 65.1.7 The gross and net wages paid to the employee;
 - 65.1.8 Details of any deductions made from the wages;

- 65.1.9 Contributions made by the Business to a superannuation fund;
 - 65.1.10 The period to which payment relates;
 - 65.1.11 The employee's date of birth;
 - 65.1.12 Details of accrued sick leave and sick leave payments to the employee;
 - 65.1.13 The date the employee was paid;
 - 65.1.14 The date when the employee commenced employment;
 - 65.1.15 If appropriate, the date when the employee ends employment with the Business;
 - 65.1.16 For casual employees - the total hours, other than overtime, worked by the employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.
- 65.2 The Business will keep the time and wages record for 7 years.

Occupation-specific provisions

66 Hours of work

Ordinary Hours:

- 66.1 Full-time employees, excluding aggregate wage employees, will work an average of 38 ordinary hours per week.
- 66.2 Ordinary hours worked on a Saturday will be paid at 150% of the base rate of pay for the entire shift with the exception of North Ipswich refer to schedule 7.
- 66.3 Ordinary hours worked on a Sunday will be paid at 200% of the base rate of pay for the entire shift with the exception of North Ipswich refer to schedule 7.
- 66.4 Where handover time is necessary for the safe and efficient function of work operations, overtime will be paid only when such functions cannot be incorporated within the timeframes of the shift involved.

Shift length

- 66.5 Ordinary working hours may be rostered in shifts up to 10 hours. Ordinary working hours may be rostered in shifts up to 12 hours by agreement of the employer and at least 66% of employees concerned.

66.6 An employee will not work for more than 12 consecutive hours (ordinary and/or overtime) in any one shift unless the following limited exception applies:

66.6.1 It is agreed between management and the employee that the work is required due to emergent circumstances; and

66.6.2 The work is limited to hand-over activities; and

66.6.3 Approval will be provided on a case by case basis only.

Rosters

66.7 Ordinary hours may be rostered on any day of the week.

66.8 Where possible, rosters will provide employees with two consecutive days off or other mutually suitable alternative rostering arrangements.

Master Rosters

66.9 The Business will provide the roster committee the Business maintenance windows and or coverage hours to be used as the basis for the master roster, and consult with the local roster committee/s on rostering requirements for each master roster to suit such operating parameters.

66.9.1 In developing the master roster the local roster committee will take into consideration occupational health and safety.

66.9.2 A member of the local roster committee will then draft a master roster that suits the Business requirements.

66.9.3 This draft master roster will be provided to the Business who will assess whether the roster meets the Business requirements.

66.9.4 If the Business is satisfied with the draft master roster employees will then be provided 7 calendar days' written notice of the change.

66.9.5 If the draft master roster does not suit the Business needs, the Business will consult on the necessary changes required.

66.9.6 After consultation if the draft roster still does not meet the Business requirements the Business will post the master roster and provide 7 calendar days' written notice of implementation of the change.

66.9.7 Changes to the master roster will be determined no later than 10 calendar days prior to the start of the next 8 week cycle for Aggregate Wage Employees Rosters.

66.9.8 All employees covered by this Agreement will have one (1) Rostered Day Off (RDO) per week all other off duty days marked as off duty. The RDO will always be treated as the first of any days off in a particular week.

66.10 Where requested, the Business will provide the roster committee access to reasonable fatigue management program training (i.e. on-line "FAID" training).

Weekly Rosters

66.11 The weekly roster will be developed to ensure that any known work programs and staff availability are accommodated subject to Business and operational requirements.

66.12 Before posting the weekly roster, relief positions will be allocated on an as needed basis to cover vacancies.

66.13 Weekly rosters will be posted by 1400 on Thursday.

66.14 Before posting of the weekly roster any alterations will be confirmed with the local management to ensure that there is adequate coverage of hours and number of employees with the appropriate skills. Where the weekly roster does not meet management's requirements consultation between the parties will be in accordance with the Consultation provisions of this Agreement.

Leisure Day Off

66.15 Where the arrangement of ordinary hours of work provides for a leisure day off, the employer and the majority of employees concerned may agree to accrue up to a maximum of 5 leisure days off. Where such agreement has been reached, the accrued leisure days off will be taken within 12 calendar months of the date on which the first leisure day off was approved.

Sign on / sign off

66.16 Employees will report for work at the designated start time and will be ready and able to perform work, and will work until the designated sign off time.

66.17 The starting time of various groups of employees or individual employees may be staggered

66.18 Preparation for work and cleaning up of the employee's person will be in the employee's time except where the employee undertakes very dirty work or works with hazardous or toxic substances.

66.19 Where mutually agreed an employee may be required to sign on and sign off away from their home depot. Where employees are sent to work away from their home depot, the employee will continue to be covered by this Agreement.

67 Shift work

67.1 Shift Worker employees' means an employee is involved in a roster where they are required to:

- Work shifts outside the spread of hours (0600 to 1800); and
- To work on Public holidays; and
- To work on Saturdays and Sundays

67.2 Employees working under the Shift Worker clause will be entitled to:

- 5 weeks annual leave;
- 20% Annual leave loading.

68 Overtime and changes to shifts

Overtime (Overtime payment Not applicable to Aggregate Wage Employees)

68.1 Subject to this Agreement all overtime worked in excess of ordinary hours will be paid at the rate of 150% of the base rate of pay for the first 3 hours and at 200% thereafter.

68.2 Where an excess of 12 hours overtime in any one week is worked, the excess overtime will be paid at 200% of the base rate of pay.

68.3 All overtime for Shift workers will be paid at 200% of the ordinary rate.

68.4 Overtime worked on Saturday after the completion of a rostered ordinary hours shift will be paid at 200% of the base rate.

Change of sign on time

68.5 An employee whose next rostered shift's starting time is deferred with more than 2 hour's notice will be paid one hour at the rate applicable to the particular day. If less than 2 hour's notice is given the employee will be paid 2 hours at the rate applicable to that day pay. For clarity, this provision has application in Portsmith (Cairns).

68.6 In this subclause the notice period is from the time the employee is notified of the change to the original start time of the employee's rostered shift.

- 68.7 The Business may with at least 24 hour's notice or before the end of the employee's previous shift (whichever is the later) move the employee's starting time to an earlier hour without penalty.
- 68.8 Where notice of the new start time is given after the end of the employee's previous shift but within 24 hours of the new starting time the employee will be paid as follows:
- 68.8.1 All time worked outside of the originally rostered hours will be paid as overtime;
 - 68.8.2 All previously rostered hours not worked will be paid at the base rate of pay;
 - 68.8.3 All time worked within the ordinary hours of the originally rostered shift will be paid at the rate applicable to the day.
- 68.9 Any time paid in accordance with this subclause will not be taken into account for the calculation of overtime.

Alteration of shift initiated by the employee

- 68.10 Upon approval by the relevant manager, employees may mutually exchange their full week's rostered shift with a fellow employee (of the same competency, classification and qualifications) prior to the posting of the roster in question.
- 68.11 Upon approval by the relevant manager, employees may mutually exchange a rostered shift with a fellow employee (of the same competency, classification and qualifications) upon 24 hours' notice provided the required shift interval requirements are met.
- 68.12 Any employee-initiated alterations of rostered workings will be at no additional cost to the employer.

Report for a rostered shift

- 68.13 A full-time employee who reports for a rostered shift will be paid a minimum of 4 hours at the rate of pay applicable to the day
- 68.14 A part-time employee who reports for a rostered shift will be paid a minimum of 2 hours at the rate applicable to the day.
- 68.15 A casual employee who reports for rostered shift will be paid a minimum of 4 hours at the rate applicable to the day. Where the engagement of the casual employee is to replace a part-time employee whose rostered shift was less than 4 hours, the

casual employee will as a minimum be paid the rostered shift length of the part time employee.

Non Shift Worker Overtime payments Operations Stream

68.16 All time worked in excess of, or outside, an employee's ordinary working hours will be paid at the rate of time and a half for the first 3 hours and double the rate thereafter except for:

68.16.1 Overtime worked on Saturday after the completion of a rostered ordinary hours shift will be paid at the rate of double time.

68.16.2 Overtime worked on Sunday will be paid at the rate of double time.

68.17 Overtime will be calculated on a daily basis.

Shift Worker Overtime payments Operations Stream

68.18 All time worked in excess of, or outside, an employee's ordinary working hours will be paid at the rate of double time.

Cancellation of overtime

68.19 An employee who was scheduled to work overtime and the overtime is cancelled with more than 2 but less than 12 hours' notice will be paid one hour at the rate applicable to the day.

68.20 Where the overtime is cancelled with less than 2 hours notice the employee will be paid two hours at the rate applicable to the day.

68.21 Payment under this subclause is not overtime.

Call out

68.22 In this clause a "call out" occurs where an employee, after signing off, is notified of the requirement to return to work to work overtime because of an unplanned event or other emergency. Call out does not include circumstances where an employee is notified of the requirement to return to work prior to the completion of the employee's previous shift or where the employee is given at least 12 hours notice of the requirement to return to work.

68.23 An employee who is called out will be paid for time worked at overtime rates provided that such payment will be no less than four hours at the base rate of pay.

Overtime meal break

68.24 An employee who works:

- More than 2 hours' overtime beyond the end of the employees rostered shift; or
- One hour of overtime that continues beyond 1800 hours.

will be allowed a 30 minute paid meal break to be taken during the period of overtime.

68.25 An employee who cannot take the overtime meal break due to the requirement to constantly observe the operation will, in addition to the overtime worked, be paid a further 30 minutes at overtime rates. The employee will not be required to remain at work for the additional 30 minutes.

Overtime meal allowance

68.26 An employee will receive a meal allowance of:

- 1 March 2019: \$17.37;
- 1 March 2020: \$17.89;
- 1 March 2022: \$18.42;
- in the following circumstances:

68.26.1 An employee is called out and works 2 or more hours covering a meal period. The meal periods are as follows:

Breakfast	0700-0900
Lunch	1200-1400
Dinner	1700-1900

68.26.2 An employee, is called out, is given less than 2 hour's notice, or is advised after 2200 to work 2 hours or more hours of pre shift overtime. Such overtime being immediately before and continuous with the employee's rostered shift.

68.26.3 An employee, with less than 2 hour's notice, works an overtime of more than 4 hours between 1900 and 0700.

68.26.4 An employee is advised after 2200 to work overtime of more than 4 hours commencing on before 0600.

68.27 An employee works more than 2 hours' overtime at the conclusion of and continuous with the employee's rostered shift.

69 Meal and rest breaks

Meal Breaks

- 69.1 Employees are entitled to an unpaid meal break of at least 30 minutes and no more than 60 minutes to be taken after the third hour and prior to the commencement of the 6th hour of the shift. By agreement meal breaks, without penalty, may be taken outside the hours stipulated.
- 69.2 The ordinary hours of employees who are required to maintain constant observation of the operation include a 30 minutes paid meal break.
- 69.3 An employee on an ordinary shift who works for more than 5 hours 30 minutes without a break for a meal will be paid at the rate of 100% in addition to the rate applicable for the day until the commencement of the meal break. This includes circumstances where an employee does not receive a break due to the need to maintain constant observation.
- 69.4 Meal breaks of employees may be staggered.

Rest Breaks

- 69.5 Employees working shifts in excess of 4 hours will be entitled to a 10 minute rest break in the first half of the shift.
- 69.6 Employees working shifts in excess of 5 hours 30 minutes will be entitled to a 10 minute rest break in the first half and second half of the shift.
- 69.7 Rest breaks will not interrupt the continuity of work where the employer considers continuity is necessary:
- 69.8 The majority of employees entitled to 2 rest breaks may agree with the Business:
- To combine the rest breaks; and
 - The time at which the combined break will be taken.

70 Interval between shifts

10 Hour break between shifts

- 70.1 An employee must have at least 10 consecutive hours off duty between the end of work on one shift and the commencement of the next shift. Ten consecutive hours may be substituted by 8 to allow the customary rotation of rostered shifts.
- 70.2 An employee who works overtime and does not have 10 consecutive hours off will be paid overtime rates until the employee is released from duty. Upon completion

of such overtime the employee will be released from duty for 10 consecutive hours without loss of pay for ordinary hours occurring during such absence.

70.3 Subject to other agreed arrangements, an employee who works overtime and does not have at least 10 consecutive hours off duty during the 15 hours immediately preceding the commencement of their rostered shift on a day following:

- Two consecutive days off; or
- A public holiday

will, from the completion of such overtime be released from duty for 10 consecutive hours without loss of pay for ordinary hours occurring during such absence.

70.4 Aggregate wage employees will have such hours credited towards their work cycle.

71 Shift allowances, shift loading and weekend penalties (Excludes aggregate wage employees)

ET Stream Shift Allowances

71.1 Payment of 125% of the employee's ordinary day rate for all work occurring between the hours of 1615 and 0730, Monday to Friday.

71.2 All overtime paid at 200%.

Operations Stream Shift allowances

71.3 For the purposes of Clause 68:

71.3.1 Afternoon shift means a shift which commences before 1800 and concludes at or after 1830;

71.3.2 Night shift means a shift which commences at or between 1800 and 0359;

71.3.3 Early morning shift means a shift which commences at or between 0400 and 0530.

71.4 Except as otherwise provided, all paid time on duty not subject to overtime penalties or Saturday or Sunday penalties set out in clauses 71.8 and 71.9 an employee will be paid an additional:

- 12.5% for an afternoon shift;
- 15% for a night shift;
- 12.5% for an early morning shift.

71.5 In calculating the allowances herein prescribed broken parts of an hour of less than 30 minutes will be disregarded and 30 minutes to 59 minutes will be paid for as an hour.

- 71.6 Shunting grades will be paid the allowance prescribed in clause 71.4 when working overtime between the hours of 1800 and 0600 on days other than Saturdays, Sundays and public holidays.

Shift loading Operations Stream

- 71.7 In addition to the allowances set out in clause 71.4 an employee who signs on or off at or between 0001 and 0459 on Monday and 2359 Monday to Thursday to 0459 on Tuesday to Friday will be paid for that shift a loading of \$6.11 per hour provided that such loading is not payable on an overtime (or excess) shift. This rate will increase by 3% on 1 March 2019, 1 March 2020 and 1 March 2022.

Saturday time Operations Stream

- 71.8 All ordinary hours worked on a Saturday will attract an additional 50% penalty payment.

Sunday Time

- 71.9 All ordinary hours worked on Sunday will attract an additional 100% penalty payment.

72 Standby

- 72.1 An employee who, after finishing work is required to remain on standby (i.e. contactable and available to return to work at short notice) will be paid one hours pay at the base rate of pay for each 24 hours (or part thereof) that the employee is required to remain on standby.
- 72.2 An employee who is required to remain on standby on a Saturday and/or Sunday and/ or public holiday will be paid 2 hours pay at the rate applicable to that day.

73 Travelling time

- 73.1 All employees travelling long distances to or from their duties will be paid 8 hours at the base rate of pay for every 24 hours of travel.
- 73.2 An employee who travels for 8 or less hours will be paid for the time spent travelling at the ordinary rate applicable to the day on which the travel occurred. This payment will not be included for overtime purposes.
- 73.3 When travelling at night, sleeping berths will be provided, if available.
- 73.4 Employees who:
- Have travelled for 6 or more hours from sign on to sign off; and

- Who have not been provided with sleeping accommodation whilst so travelling; and
- Who are called upon to work without having had 8 hours off duty after arrival at the destination;

Will be paid at overtime rates for the whole of the first shift worked.

74 Other allowances

First aid allowance

- 74.1 Employees appointed (who are trained and required) to perform first aid duties will be paid \$2.58 per day in addition to their ordinary rates. This rate will increase by 3% on 1 March 2019, 1 March 2020 and 1 March 2022. The allowance will not be paid when employees are on leave (or where the employee holds the first aid competency which contributes to a pay point). When such employees are away on leave, substitutes will be appointed to act in their place.

Working in the rain/Steam Cleaning Locomotives and Bogies

- 74.2 Suitable waterproof clothing will be supplied by the Business, where practicable, to employees who are required to work in the rain and steam cleaning processes described above.
- 74.3 Where in the performance of their duties an employee's clothes becomes wet from rain/steam cleaning they will be paid an additional 100% of ordinary rates for all work so performed and such payment will continue until the employee is able to change into dry clothing or until work ceases, whichever is earlier. Employee will change into dry clothing at the earliest practicable opportunity.

Carcass Removal Allowance

- 74.4 Trades and non-trade staff may be required to remove carcasses from rollingstock. When doing so the employee will be paid 25% in addition to the rates for the day for the actual time engaged on the task as directed. Pre-approval is required for this payment.

75 ET stream classification structure and progression principles

- 75.1 ET Stream classification structure and employee progression principles and purpose are as follows:
- 75.1.1 The classification structure will cater for various progression principles, training structures and programs currently operating in the Business's ET Stream using no less than 80% AQF principles / competencies and no

more than 20% hybrid / Business specific principles / competencies aligned to AQF principles.

- 75.1.2 The parties are committed to employees achieving base trade level in the particular calling prior to any expansion of competencies for other trade positions.
- 75.1.3 The Classification structure and rates of pay listed below is to provide the framework and guidelines from which to develop their workplace competency structure to establish a multi-skilled, competent and flexible workforce.
- 75.1.4 Employees will be required to perform all work for which they are competent in accordance with legislation and safety requirements of the work group.
- 75.1.5 Progression within the classification structure will be determined by the Business requirements. The competency mix for the Business will allow for the flexibility to the number of competencies the employees will be utilising.
- 75.1.6 No employee will be disadvantaged as a result of the introduction of the progression structures. Where an employee is classified at a level which sets out a lesser base rate of pay than that employee is currently paid, the employees' current base rate of pay will be maintained exclusive of any increase to this Agreement increase until the classification rate position exceeds the employee's current base rate of pay.

Remuneration Levels	AQF Classification Levels	AQF Competency Points Alignment Levels	Progression Process
ET 1.1 to 1.2	C13	NA Up to 31 points	Entry Level Non Trade
ET 1.3	C12	C 13 + up to 30 Core competencies points out of certificate based training plan aligned to Business requirements	Obtain and use 32 to 62 AQF aligned competencies points within the Business
ET 1.4	C11	C 12 + up to 32 Core and specialised competencies points out of certificate based training plan aligned to Business requirements	Obtain and use 64 to 76 AQF aligned competencies points within the Business
ET 1.5	No AQF level	No National competency points aligned to this rate (the Business) remuneration Level only	Obtain and use 80 to 92 AQF aligned competencies points within the Business
ET 2.1	C10	96 National competency points	Base Trade Level, obtain and use 96 to 106 AQF aligned competencies points within the Business

Remuneration Levels	AQF Classification Levels	AQF Competency Points Alignment Levels	Progression Process
ET 2.2	C9	108 National competency points	Higher Engineering Trade Level, obtain and use 108 to 118 AQF aligned competencies points within the Business
ET 2.3	C8	120 National competency points	Higher Engineering Trade Level, obtain and use 108 to 118 AQF aligned competencies points within the Business
ET 2.4	C7	132 National competency points	Higher Engineering Trade Level, obtain and use 120 to 130 AQF aligned competencies points within the Business. However within this range 12 of the competency points must be Higher level competencies (B Band)
ET 3.1	No AQF Level	No National competency points aligned to this rate (the Business remuneration Level Only)	Employee currently at this level will remain at this level until they acquire the Business required AQF aligned competencies to enable them to attain ET 3.2
ET 3.2	C6	144 National competency points	Higher Engineering Trade Level, obtain and use 132 to 144 AQF aligned competencies points within the Business. However within this range 24 of the competency points must be Higher level competencies (B Band)

75.2 Progression will be via:

75.2.1 The acquisition of competency points in accordance with the above table;
or

75.2.2 After 12 months if:

- The Business has nominated the role to require specific competencies; and
- Due to no fault of the employee, the training has been unable to be completed within a 12 month period.

75.2.3 To be clear, clause 75.2.2 will not apply where an employee has been unavailable for training due to own-illness or leave.

75.3 Competency points are equated to training hours; E.G 10 hours of AQF aligned training equals competency 1 point.

Example: Based trade level is 960/970 hours of training thus 96 competency points.

Schedule 1 – Glossary of terms

In this Agreement the following terms and abbreviations have the meaning outlined in the table below:

Term/ Abbreviation	Meaning
Agreement	Means this union collective workplace Agreement.
All Purpose Allowance (APA)	Calculated from the 30 April 2011 ET stream base rate of pay, From 1 September 2021 the APA will be calculated from the 1 March 2018 ET stream rate of pay.
Base rate of pay	Means the rate of pay payable to an employee for his or her ordinary hours of work, but not including any of the following: <ul style="list-style-type: none"> • incentive-based payments and bonuses • loadings • monetary allowances • overtime or penalty rates • any other separately identifiable amounts
Business	Means Queensland Rail Transit Authority.
Employees in transition	Means an employee whose position has been designated surplus to requirements.
Household member	Means a person (e.g. an aunt, cousin or close friend) who lives with the employee. This usually applies to people who live with the employee and have a long-standing and significant relationship with the employee.
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). • a parent, grandparent, grandchild or sibling of an employee or an employee's spouse. <p>In the case of bereavement leave only, 'immediate family' also includes an employee's step-parent, step-sibling or half-sibling.</p>
NES	Means the National Employment Standards contained in the Fair Work Act 2009 (Cth).
Ordinary hours	Means the minimum number of hours an employee must work on average each week. Ordinary hours do not include overtime. To be considered when Business specific negotiations are finalised
Parties	Means (collectively) the Business, the relevant employees covered by the Agreement and the relevant union/s covered by this Agreement.
Permanent employee	Means a full time and/or a part time employee with on going employment and does not include fixed term or casual employees.
Pro rata	In the context of part time employment means the proportion the part time employee's average weekly ordinary hours bears to full time ordinary hours.
Quarterly Business consultative forum	Means a forum between senior management from the Business and senior union officials to have Business wide discussions on a quarterly basis.
RAWA	Means Rollingstock Maintenance worksite allowance

Term/ Abbreviation	Meaning
Relocation	Means a situation where an employee is required to move from 1 centre to another which means the employee needs to move their principal place of residence.
Traveltrain Mayne	Means Traditional Long Distance Passenger Train / CTT
TPA	Means Train Presentation Attendant

Schedule 2 – Wage rates

1 Rollingstock ET Stream Common

Rollingstock & Operations Agreement ET Stream Common Pay Rates		1st March 2019		1st March 2020		1st March 2022	
Employees	PS Group	Basic Pay	Hrly Rate	Basic Pay	Hrly Rate	Basic Pay	Hrly Rate
Rollingstock	ET 1.1	1933.81	25.44	1984.86	26.11	2044.41	26.90
Rollingstock	ET 1.1*	1933.81	25.44	1991.82	26.20	2051.57	26.99
Rollingstock	ET 1.2	1981.86	26.07	2034.18	26.76	2095.21	27.56
Rollingstock	ET 1.2*	1981.86	26.07	2041.32	26.85	2102.56	27.66
Rollingstock	ET 1.3	2049.52	26.96	2103.63	27.67	2166.74	28.50
Rollingstock	ET 1.3*	2049.52	26.96	2111.01	27.77	2174.34	28.60
Rollingstock	ET 1.4	2152.13	28.31	2208.95	29.06	2275.22	29.93
Rollingstock	ET 1.4*	2152.13	28.31	2216.69	29.16	2283.19	30.04
Rollingstock	ET 1.5	2237.48	29.44	2296.55	30.21	2365.45	31.12
Rollingstock	ET 1.5*	2237.48	29.44	2304.60	30.32	2373.74	31.23
Rollingstock	ET 2.1	2280.71	30.00	2340.92	30.80	2411.15	31.72
Rollingstock	ET 2.1*	2280.71	30.00	2349.13	30.90	2419.60	31.83
Rollingstock	ET 2.2	2389.65	31.44	2452.74	32.27	2526.32	33.24
Rollingstock	ET 2.2*	2389.65	31.44	2461.34	32.38	2535.18	33.35
Rollingstock	ET 2.3	2501.24	32.91	2567.27	33.77	2644.29	34.79
Rollingstock	ET 2.3*	2501.24	32.91	2576.28	33.89	2653.57	34.91
Rollingstock	ET 2.4	2612.14	34.37	2681.10	35.27	2761.53	36.33
Rollingstock	ET 2.4*	2612.14	34.37	2690.50	35.40	2771.22	36.46
Rollingstock	ET 3.1	2723.02	35.82	2794.91	36.77	2878.76	37.87
Rollingstock	ET 3.1*	2723.02	35.82	2804.71	36.90	2888.85	38.01
Rollingstock	ET 3.2	2834.89	37.30	2909.73	38.28	2997.02	39.43
Rollingstock	ET 3.2*	2834.89	37.30	2919.94	38.42	3007.53	39.57
Rollingstock	ET 3.3	2945.93	38.76	3023.70	39.78	3114.41	40.97
Rollingstock	ET 3.3*	2945.93	38.76	3034.31	39.92	3125.34	41.12
Rollingstock	ET 4.1	3056.79	40.22	3137.49	41.28	3231.61	42.52
Rollingstock	ET 4.1*	3056.79	40.22	3148.49	41.42	3242.94	42.67
Rollingstock	ET 4.2	3212.19	42.26	3296.99	43.38	3395.90	44.68
Rollingstock	ET 4.2*	3212.19	42.26	3308.56	43.53	3407.82	44.83
Rollingstock	ET 4.3	3393.29	44.64	3482.87	45.82	3587.36	47.20

Rollingstock & Operations Agreement ET Stream Common Pay Rates		1st March 2019		1st March 2020		1st March 2022	
Employees	PS Group	Basic Pay	Hrly Rate	Basic Pay	Hrly Rate	Basic Pay	Hrly Rate
Rollingstock	ET 4.3*	3393.29	44.64	3495.09	45.98	3599.94	47.36
Rollingstock	ET 5.1	3612.92	47.53	3708.30	48.79	3819.55	50.25
Rollingstock	ET 5.1*	3612.92	47.53	3721.31	48.96	3832.95	50.43
Rollingstock	ET 5.2	3724.67	49.00	3823.00	50.30	3937.69	51.81
Rollingstock	ET 5.2*	3724.67	49.00	3836.41	50.47	3951.50	51.99
Rollingstock	ET 5.3	3835.25	50.46	3936.50	51.79	4054.60	53.35
Rollingstock	ET 5.3*	3835.25	50.46	3950.31	51.97	4068.82	53.53
Rollingstock	ET 6.1	4125.39	54.28	4234.30	55.71	4361.33	57.38
Rollingstock	ET 6.1*	4125.39	54.28	4249.15	55.90	4376.63	57.58
Rollingstock	ET 6.2	4222.32	55.55	4333.79	57.02	4463.80	58.73
Rollingstock	ET 6.2*	4222.32	55.55	4348.99	57.22	4479.46	58.94
Rollingstock	ET 6.3	4317.82	56.81	4431.81	58.31	4564.76	60.06
Rollingstock	ET 6.3*	4317.82	56.81	4447.35	58.51	4580.78	60.27
Rollingstock	ET 6.4	4414.62	58.08	4531.17	59.62	4667.11	61.40
Rollingstock	ET 6.4*	4414.62	58.08	4547.06	59.82	4683.47	61.62

*These rates are applicable to positions that do not include an All Purpose Allowance

2 ET Stream All Purpose Allowance

a) At commencement of Agreement:

All Purpose Allowance (APA) Agreed Rates						
Employees	PS Group	5% APA	6% APA	6.53% APA	7% APA	10% APA
Rollingstock	ET 1.1					
Rollingstock	ET 1.2					
Rollingstock	ET 1.3					
Rollingstock	ET 1.4					
Rollingstock	ET 1.5			113.68		
Rollingstock	ET 2.1	88.72	106.47		124.21	177.44
Rollingstock	ET 2.2	92.96	111.55		130.14	185.92
Rollingstock	ET 2.3	97.30	116.76		136.22	194.60
Rollingstock	ET 2.4	101.62	121.94		142.26	203.23
Rollingstock	ET 3.1	105.93	127.11		148.30	211.86
Rollingstock	ET 3.2	110.28	132.34		154.39	220.56
Rollingstock	ET 3.3	114.60	137.52		160.44	229.20
Rollingstock	ET 4.1	118.91	142.70		166.48	237.83
Rollingstock	ET 4.2	124.96	149.95		174.94	249.92
Rollingstock	ET 4.3	132.00	158.40		184.81	264.01
Rollingstock	ET 5.1	140.55	168.66		196.77	281.09
Rollingstock	ET 5.2	144.89	173.87		202.85	289.79
Rollingstock	ET 5.3	149.20	179.04		208.87	298.39
Rollingstock	ET 6.1	160.48	192.58		224.68	320.96
Rollingstock	ET 6.2	164.25	197.10		229.95	328.51
Rollingstock	ET 6.3	167.97	201.56		235.16	335.94
Rollingstock	ET 6.4	171.73	206.08		240.43	343.47

b) From 1 September 2021:

All Purpose Allowance (APA) Agreed Rates						
Employees	PS Group	5% APA	6% APA	6.53% APA	7% APA	10% APA
Rollingstock	ET 1.1					
Rollingstock	ET 1.2					
Rollingstock	ET 1.3					
Rollingstock	ET 1.4					
Rollingstock	ET 1.5			141.85		
Rollingstock	ET 2.1	110.71	132.85		154.99	221.42
Rollingstock	ET 2.2	116.00	139.20		162.40	232.00
Rollingstock	ET 2.3	121.41	145.70		169.98	242.83
Rollingstock	ET 2.4	126.80	152.16		177.52	253.60
Rollingstock	ET 3.1	132.18	158.62		185.05	264.37
Rollingstock	ET 3.2	137.61	165.13		192.66	275.23
Rollingstock	ET 3.3	143.00	171.60		200.20	286.01
Rollingstock	ET 4.1	148.38	178.06		207.74	296.77
Rollingstock	ET 4.2	155.93	187.11		218.30	311.86
Rollingstock	ET 4.3	164.72	197.66		230.61	329.44
Rollingstock	ET 5.1	175.38	210.46		245.53	350.76
Rollingstock	ET 5.2	180.80	216.97		253.13	361.61
Rollingstock	ET 5.3	186.17	223.41		260.64	372.35
Rollingstock	ET 6.1	200.26	240.31		280.36	400.52
Rollingstock	ET 6.2	204.96	245.96		286.95	409.93
Rollingstock	ET 6.3	209.60	251.52		293.44	419.20
Rollingstock	ET 6.4	214.30	257.16		300.02	428.60

3 Gracemere Rollingstock Employees

Rollingstock & Operations Agreement Gracemere Maintainer / ET Stream Employee Pay Rates		1st March 2019		1st March 2020		1st March 2022	
Employees	PS Group	Basic Pay	Hrly Rate	Basic Pay	Hrly Rate	Basic Pay	Hrly Rate
Rollingstock	ET 1.1	1933.81	25.44	1984.86	26.11	2044.41	26.90
Rollingstock	ET 1.1*	1933.81	25.44	1991.82	26.20	2051.57	26.99
Rollingstock	ET 1.2	1981.86	26.07	2034.18	26.76	2095.21	27.56
Rollingstock	ET 1.2*	1981.86	26.07	2041.32	26.85	2102.56	27.66
Rollingstock	ET 1.3	2049.52	26.96	2103.63	27.67	2166.74	28.50
Rollingstock	ET 1.3*	2049.52	26.96	2111.01	27.77	2174.34	28.60
Rollingstock	ET 1.4	2152.13	28.31	2208.95	29.06	2275.22	29.93
Rollingstock	ET 1.4*	2152.13	28.31	2216.69	29.16	2283.19	30.04
Rollingstock	ET 1.5	2237.48	29.44	2296.55	30.21	2365.45	31.12
Rollingstock	ET 1.5*	2237.48	29.44	2304.60	30.32	2373.74	31.23
RTT Maintainer	ET 2.1	2349.14	30.90	2411.16	31.72	2483.49	32.67
RTT Maintainer	ET 2.1*	2349.14	30.90	2419.61	31.83	2492.20	32.79
RTT Maintainer	ET 2.2	2461.34	32.38	2526.32	33.24	2602.11	34.23
RTT Maintainer	ET 2.2*	2461.34	32.38	2535.18	33.35	2611.24	34.35
RTT Maintainer	ET 2.3	2576.28	33.89	2644.29	34.79	2723.62	35.83
RTT Maintainer	ET 2.3*	2576.28	33.89	2653.57	34.91	2733.18	35.96
RTT Maintainer	ET 2.4	2690.49	35.40	2761.52	36.33	2844.37	37.42
RTT Maintainer	ET 2.4*	2690.49	35.40	2771.20	36.46	2854.34	37.55
RTT Maintainer	ET 3.1	2804.70	36.90	2878.74	37.87	2965.10	39.01
RTT Maintainer	ET 3.1*	2804.70	36.90	2888.84	38.01	2975.51	39.15
RTT Maintainer	ET 3.2	2919.94	38.42	2997.03	39.43	3086.94	40.61
RTT Maintainer	ET 3.2*	2919.94	38.42	3007.54	39.57	3097.76	40.76
Rollingstock	ET 3.3	2945.93	38.76	3023.70	39.78	3114.41	40.97
Rollingstock	ET 3.3*	2945.93	38.76	3034.31	39.92	3125.34	41.12
Rollingstock	ET 4.1	3056.79	40.22	3137.49	41.28	3231.61	42.52
Rollingstock	ET 4.1*	3056.79	40.22	3148.49	41.42	3242.94	42.67
Rollingstock	ET 4.2	3212.19	42.26	3296.99	43.38	3395.90	44.68
Rollingstock	ET 4.2*	3212.19	42.26	3308.56	43.53	3407.82	44.83

Rollingstock & Operations Agreement Gracemere Maintainer / ET Stream Employee Pay Rates		1st March 2019		1st March 2020		1st March 2022	
Employees	PS Group	Basic Pay	Hrly Rate	Basic Pay	Hrly Rate	Basic Pay	Hrly Rate
Rollingstock	ET 4.3	3393.29	44.64	3482.87	45.82	3587.36	47.20
Rollingstock	ET 4.3*	3393.29	44.64	3495.09	45.98	3599.94	47.36
Rollingstock	ET 5.1	3612.92	47.53	3708.30	48.79	3819.55	50.25
Rollingstock	ET 5.1*	3612.92	47.53	3721.31	48.96	3832.95	50.43
Rollingstock	ET 5.2	3724.67	49.00	3823.00	50.30	3937.69	51.81
Rollingstock	ET 5.2*	3724.67	49.00	3836.41	50.47	3951.50	51.99
Rollingstock	ET 5.3	3835.25	50.46	3936.50	51.79	4054.60	53.35
Rollingstock	ET 5.3*	3835.25	50.46	3950.31	51.97	4068.82	53.53
Rollingstock	ET 6.1	4125.39	54.28	4234.30	55.71	4361.33	57.38
Rollingstock	ET 6.1*	4125.39	54.28	4249.15	55.90	4376.63	57.58
Rollingstock	ET 6.2	4222.32	55.55	4333.79	57.02	4463.80	58.73
Rollingstock	ET 6.2*	4222.32	55.55	4348.99	57.22	4479.46	58.94
Rollingstock	ET 6.3	4317.82	56.81	4431.81	58.31	4564.76	60.06
Rollingstock	ET 6.3*	4317.82	56.81	4447.35	58.51	4580.78	60.27
Rollingstock	ET 6.4	4414.62	58.08	4531.17	59.62	4667.11	61.40
Rollingstock	ET 6.4*	4414.62	58.08	4547.06	59.82	4683.47	61.62

*These rates are applicable to positions that do not include an All Purpose Allowance

Rollingstock & Operations Agreement Gracemere Presentation Team Leader Pay Rates		1st March 2019		1st March 2020		1st March 2022	
Employees	PS Group	Basic Pay	Hrly Rate	Basic Pay	Hrly Rate	Basic Pay	Hrly Rate
Rollingstock	ET 1.5	2237.48	29.44	2296.55	30.21	2365.45	31.12
Rollingstock	ET 1.5	2237.48	29.44	2304.60	30.32	2373.74	31.23

4 Portsmith Aggregate Wage Rollingstock Employees

Rollingstock & Operations Agreement Portsmith Maintainer Pay Rates		1st March 2019				1st March 2020				1st March 2022			
Employees	PS Group	Basic Pay	Hrly Rate	Agg Allow (fn)	Agg Allow (hrly)	Basic Pay	Hrly Rate	Agg Allow (fn)	Agg Allow (hrly)	Basic Pay	Hrly Rate	Agg Allow (fn)	Agg Allow (hrly)
Rollingstock	ET 1.1	2030.90	25.38	593.13	7.41	2084.52	26.05	608.78	7.60	2147.06	26.83	627.05	7.83
Rollingstock	ET 1.1*	2030.90	25.38	593.13	7.41	2091.83	26.14	610.92	7.63	2154.58	26.93	629.25	7.86
Rollingstock	ET 1.2	2081.43	26.01	624.33	7.80	2136.38	26.70	640.82	8.01	2200.47	27.50	660.04	8.25
Rollingstock	ET 1.2*	2081.43	26.01	624.33	7.80	2143.87	26.79	643.06	8.03	2208.19	27.60	662.36	8.27
Rollingstock	ET 1.3	2152.68	26.90	657.19	8.21	2209.51	27.61	674.54	8.43	2275.80	28.44	694.77	8.68
Rollingstock	ET 1.3*	2152.68	26.90	657.19	8.21	2217.26	27.71	676.90	8.46	2283.78	28.54	697.21	8.71
Rollingstock	ET 1.4	2260.70	28.25	691.79	8.64	2320.38	29.00	710.05	8.87	2389.99	29.87	731.35	9.14
Rollingstock	ET 1.4*	2260.70	28.25	691.79	8.64	2328.52	29.10	712.54	8.90	2398.38	29.97	733.92	9.17
Rollingstock	ET 1.5	2351.55	29.39	728.2	9.10	2413.63	30.17	747.42	9.34	2486.04	31.07	769.85	9.62
Rollingstock	ET 1.5*	2351.55	29.39	728.2	9.10	2422.10	30.27	750.04	9.37	2494.76	31.18	772.55	9.65
Rollingstock	ET 2.1	2398.86	29.98	766.53	9.58	2462.19	30.77	786.76	9.83	2536.06	31.70	810.37	10.12
Rollingstock	ET 2.1*	2398.86	29.98	766.53	9.58	2470.83	30.88	789.52	9.86	2544.95	31.81	813.21	10.16
Rollingstock	ET 2.2	2515.42	31.44	806.86	10.08	2581.83	32.27	828.16	10.35	2659.28	33.24	853.01	10.66
Rollingstock	ET 2.2*	2515.42	31.44	806.86	10.08	2590.88	32.38	831.07	10.38	2668.61	33.35	856	10.70
Rollingstock	ET 2.3	2632.90	32.91	849.34	10.61	2702.41	33.78	871.76	10.89	2783.48	34.79	897.91	11.22
Rollingstock	ET 2.3*	2632.90	32.91	849.34	10.61	2711.89	33.89	874.82	10.93	2793.25	34.91	901.06	11.26
Rollingstock	ET 2.4	2749.60	34.37	894.03	11.17	2822.19	35.27	917.63	11.47	2906.86	36.33	945.16	11.81



Rollingstock	ET 2.4*	2749.60	34.37	894.03	11.17	2832.09	35.40	920.85	11.51	2917.05	36.46	948.48	11.85
Rollingstock	ET 3.1	2866.33	35.82	941.08	11.76	2942.00	36.77	965.93	12.07	3030.26	37.87	994.91	12.43
Rollingstock	ET 3.1*	2866.33	35.82	941.08	11.76	2952.32	36.90	969.32	12.11	3040.89	38.01	998.4	12.48
Rollingstock	ET 3.2	2984.09	37.30	988.15	12.35	3062.87	38.28	1014.24	12.67	3154.76	39.43	1044.67	13.05
Rollingstock	ET 3.2*	2984.09	37.30	988.15	12.35	3073.61	38.42	1017.80	12.72	3165.82	39.57	1048.33	13.10

*These rates are applicable to positions that do not include an All Purpose Allowance

Rollingstock & Operations Agreement Portsmith Presentation Pay Rates		1st March 2019				1st March 2020				1st March 2022			
Employees	PS Group	Basic Pay	Hrly Rate	Agg Allow (fn)	Agg Allow (hrly)	Basic Pay	Hrly Rate	Agg Allow (fn)	Agg Allow (hrly)	Basic Pay	Hrly Rate	Agg Allow (fn)	Agg Allow (hrly)
Rollingstock	ET 1.1	2030.90	25.38	975.75	12.19	2091.83	26.14	1005.02	12.56	2154.58	26.93	1035.17	12.93
Rollingstock	ET 1.2	2081.43	26.01	1027.11	12.83	2143.87	26.79	1057.92	13.22	2208.19	27.60	1089.66	13.62
Rollingstock	ET 1.3	2152.68	26.90	1081.16	13.51	2217.26	27.71	1113.59	13.91	2283.78	28.54	1147	14.33
Rollingstock	ET 1.4	2260.70	28.25	1138.06	14.22	2328.52	29.10	1172.20	14.65	2398.38	29.97	1207.37	15.09
Rollingstock	ET 1.5	2351.55	29.39	1194.96	14.93	2422.10	30.27	1230.81	15.38	2494.76	31.18	1267.73	15.84

Rollingstock & Operations Agreement Portsmith Presentation Team Leader Pay Rates		1st March 2019				1st March 2020				1st March 2022			
Employees	PS Group	Basic Pay	Hrly Rate	Agg Allow (fn)	Agg Allow (hrly)	Basic Pay	Hrly Rate	Agg Allow (fn)	Agg Allow (hrly)	Basic Pay	Hrly Rate	Agg Allow (fn)	Agg Allow (hrly)
Rollingstock	ET 1.5	2351.55	29.39	1194.96	14.93	2422.10	30.27	1230.81	15.38	2494.76	31.18	1267.73	15.84

5 South East Queensland Operations Stream Employees

Rollingstock & Operations Agreement South East Queensland OS Stream Common Pay Rates		1st March 2019		1st March 2020		1st March 2022	
Employees	PS Group	Basic Pay	Hrly Rate	Basic Pay	Hrly Rate	Basic Pay	Hrly Rate
Operations	OS 1.1	1910.69	25.14	1968.01	25.89	2027.05	26.67
Operations	OS 1.2	1969.26	25.91	2028.34	26.68	2089.19	27.48
Operations	OS 1.3	2023.16	26.62	2083.85	27.41	2146.37	28.24
Operations	OS 1.4	2069.58	27.23	2131.67	28.04	2195.62	28.88
Operations	OS 1.5	2125.56	27.96	2189.33	28.80	2255.01	29.67
Operations	OS 1.6	2182.66	28.71	2248.14	29.58	2315.59	30.46
Operations	OS 2.1	2213.50	29.12	2279.91	29.99	2348.31	30.89
Operations	OS 2.2	2251.85	29.62	2319.41	30.51	2388.99	31.43
Operations	OS 2.3	2293.37	30.17	2362.17	31.08	2433.04	32.01
Operations	OS 2.4	2365.19	31.12	2436.15	32.05	2509.23	33.01
Operations	OS 3.1	2406.79	31.66	2478.99	32.61	2553.36	33.59
Operations	OS 3.2	2469.21	32.48	2543.29	33.46	2619.59	34.46
Operations	OS 3.3	2532.32	33.32	2608.29	34.31	2686.54	35.34
Operations	OS 4.1	2576.50	33.90	2653.80	34.91	2733.41	35.96
Operations	OS 4.2	2639.61	34.73	2718.80	35.77	2800.36	36.84
Operations	OS 4.3	2701.87	35.55	2782.93	36.61	2866.42	37.71
Operations	OS 4.4	2805.88	36.91	2890.06	38.02	2976.76	39.16
Operations	OS 5.1	2931.12	38.56	3019.05	39.72	3109.62	40.91
Operations	OS 5.2	3035.42	39.93	3126.48	41.13	3220.27	42.37
Operations	OS 5.3	3097.54	40.75	3190.47	41.97	3286.18	43.23
Operations	OS 6.1	3181.32	41.85	3276.76	43.11	3375.06	44.40
Operations	OS 6.2	3280.34	43.16	3378.75	44.45	3480.11	45.79
Operations	OS 6.3	3389.77	44.60	3491.46	45.94	3596.20	47.31
Operations	OS 7.1	3564.30	46.89	3671.23	48.30	3781.37	49.75
Operations	OS 7.2	3668.04	48.26	3778.08	49.71	3891.42	51.20
Operations	OS 7.3	3771.04	49.61	3884.17	51.10	4000.70	52.64
Operations	OS 7.4	3875.61	50.99	3991.88	52.52	4111.64	54.10

Rollingstock & Operations Agreement Yard Operations Employees Pay Rates		1st March 2019		1st March 2020		1st March 2022	
Employees	PS Group	Basic Pay	Hrly Rate	Basic Pay	Hrly Rate	Basic Pay	Hrly Rate
Operations	OS 1.6	2574.06	33.86	2651.28	34.88	2730.82	35.93
Operations	OS 2.4	2756.59	36.27	2839.29	37.35	2924.47	38.47
Operations	OS 3.3	2923.72	38.47	3011.43	39.62	3101.77	40.81
Operations	OS 4.1	2967.9	39.05	3056.94	40.22	3148.65	41.42

6 Regional Rail Operator Employees

Rollingstock & Operations Agreement Regional Rail Operators OS Stream Common Pay Rates		1st March 2019				1st March 2020				1st September 2021				1st March 2022			
Employees	PS Group	Basic Pay \$PF	1.88 +APA PF	Base +APA \$PF	Comb Hrly Rate \$ph	Basic Pay \$PF	1.88 +APA PF	Base +APA \$PF	Comb Hrly Rate \$ph	Basic Pay \$PF	1.88 +APA PF	Base +APA \$PF	Comb Hrly Rate \$ph	Basic Pay \$PF	1.88 +APA PF	Base +APA \$PF	Comb Hrly Rate \$ph
Operations	OS 1.1	1916.86	28.04	1944.90	25.59	1974.37	28.04	2002.41	26.34	1974.37	34.99	2009.36	26.43	2033.60	34.99	2068.59	27.21
Operations	OS 1.2	1975.65	28.90	2004.55	26.37	2034.92	28.90	2063.82	27.15	2034.92	36.07	2070.99	27.24	2095.97	36.07	2132.04	28.05
Operations	OS 1.3	2029.72	29.69	2059.41	27.09	2090.61	29.69	2120.30	27.89	2090.61	37.05	2127.66	27.99	2153.33	37.05	2190.38	28.82
Operations	OS 1.4	2076.27	30.37	2106.64	27.71	2138.56	30.37	2168.93	28.53	2138.56	37.90	2176.46	28.63	2202.72	37.9	2240.62	29.48
Operations	OS 1.5	2132.42	31.19	2163.61	28.46	2196.39	31.19	2227.58	29.31	2196.39	38.93	2235.32	29.41	2262.28	38.93	2301.21	30.27
Operations	OS 1.6	2189.71	32.03	2221.74	29.23	2255.40	32.03	2287.43	30.09	2255.40	39.97	2295.37	30.20	2323.06	39.97	2363.03	31.09
Operations	OS 2.1	2220.66	32.48	2253.14	29.64	2287.28	32.48	2319.76	30.52	2287.28	40.54	2327.82	30.62	2355.90	40.54	2396.44	31.53
Operations	OS 2.2	2259.13	33.04	2292.17	30.16	2326.90	33.04	2359.94	31.05	2326.90	41.24	2368.14	31.15	2396.71	41.24	2437.95	32.07
Operations	OS 2.3	2300.76	33.65	2334.41	30.71	2369.78	33.65	2403.43	31.62	2369.78	42.00	2411.78	31.73	2440.87	42	2482.87	32.66
Operations	OS 2.4	2372.85	34.71	2407.56	31.67	2444.04	34.71	2478.75	32.61	2444.04	43.32	2467.36	32.72	2517.36	43.32	2560.68	33.69
Operations	OS 3.1	2414.56	35.32	2449.88	32.23	2487.00	35.32	2522.32	33.18	2487.00	44.08	2531.08	33.30	2561.61	44.08	2605.69	34.28
Operations	OS 3.2	2477.20	36.23	2513.43	33.07	2551.52	36.23	2587.75	34.04	2551.52	45.22	2596.74	34.16	2628.07	45.22	2673.29	35.17
Operations	OS 3.3	2540.51	37.16	2577.67	33.91	2616.73	37.16	2653.89	34.91	2616.73	46.38	2663.11	35.04	2695.23	46.38	2741.61	36.07
Operations	OS 4.1	2584.82	37.81	2622.63	34.50	2662.36	37.81	2700.17	35.52	2662.36	47.18	2709.54	35.65	2742.23	47.18	2789.41	36.70
Operations	OS 4.2	2648.15	38.73	2686.88	35.35	2727.59	38.73	2766.32	36.39	2727.59	48.34	2775.93	36.52	2809.42	48.34	2857.76	37.60
Operations	OS 4.3	2710.62	39.65	2750.27	36.18	2791.94	39.65	2831.59	37.25	2791.94	49.48	2841.42	37.38	2875.70	49.48	2925.18	38.48



Rollingstock & Operations Agreement Regional Rail Operators OS Stream Common Pay Rates		1st March 2019				1st March 2020				1st September 2021				1st March 2022			
Employees	PS Group	Basic Pay \$PF	1.88 +APA PF	Base +APA \$PF	Comb Hrly Rate \$ph	Basic Pay \$PF	1.88 +APA PF	Base +APA \$PF	Comb Hrly Rate \$ph	Basic Pay \$PF	1.88 +APA PF	Base +APA \$PF	Comb Hrly Rate \$ph	Basic Pay \$PF	1.88 +APA PF	Base +APA \$PF	Comb Hrly Rate \$ph
Operations	OS 4.4	2814.97	41.17	2856.14	37.58	2899.42	41.17	2940.59	38.69	2899.42	51.39	2950.81	38.82	2986.40	51.39	3037.79	39.97
operations	OS 5.1	2940.60	43.01	2983.61	39.25	3028.82	43.01	3071.83	40.41	3028.82	53.68	3082.50	40.55	3119.68	53.68	3173.36	41.75
Operations	OS 5.2	3045.25	44.54	3089.79	40.65	3136.61	44.54	3181.15	41.85	3136.61	55.59	3192.20	42.00	3230.71	55.59	3286.30	43.24
Operations	OS 5.3	3107.55	45.45	3153.00	41.48	3200.78	45.45	3246.23	42.71	3200.78	56.73	3257.51	42.86	3296.80	56.73	3353.53	44.12
Operations	OS 6.1	3191.61	46.68	3238.29	42.60	3287.36	46.68	3334.04	43.86	3287.36	58.26	3345.62	44.02	3385.98	58.26	3444.24	45.31
Operations	OS 6.2	3290.95	48.14	3339.09	43.93	3389.68	48.14	3437.82	45.23	3389.68	60.07	3449.75	45.39	3491.37	60.07	3551.44	46.72
Operations	OS 6.3	3400.74	49.74	3450.48	45.40	3502.76	49.74	3552.50	46.74	3502.76	62.08	3564.84	46.90	3607.84	62.08	3669.92	48.28
Operations	OS 7.1	3575.84	52.30	3628.14	47.73	3683.12	52.30	3735.42	49.15	3683.12	65.27	3748.39	49.32	3793.61	65.27	3858.88	50.77
Operations	OS 7.2	3679.89	53.83	3733.72	49.12	3790.29	53.83	3844.12	50.58	3790.29	67.17	3857.46	50.75	3904.00	67.17	3971.17	52.25
Operations	OS 7.3	3783.24	55.34	3838.58	50.50	3896.74	55.34	3952.08	52.00	3896.74	69.06	3965.80	52.18	4013.64	69.06	4082.70	53.71
Operations	OS 7.4	3888.16	56.87	3945.03	51.90	4004.80	56.87	4061.67	53.44	4004.80	70.97	4075.77	53.62	4124.94	70.97	4195.91	55.20

Legend	
Basic Pay PF	Base hourly rate per fortnight shown in dollars
1.88 APA PF	All Purpose Allowance (APA) shown as per fortnight
Base +APA PF	Base hourly rate plus APA shown in dollars per fortnight
Combined (comb.) Hrly Rate \$ph	Base rate and APA combined and shown in dollars per hour

7 North Ipswich Rollingstock Employees as at date of certification of Agreement by Fair Work Australia

Rollingstock & Operations Agreement North Ipswich Pay Rates for current ("Green inked") employee rates		1st March 2019				1st March 2020				1st March 2022			
		Basic Pay	FN Rate Disability	Comb Hrly Rate	RAWA	Basic Pay	FN Rate Disability	Comb Hrly Rate	RAWA	Basic Pay	FN Rate Disability	Comb Hrly Rate	RAWA
Employees	PS Group												
ET Stream Nth Ipswich	ET 1.1	1977.19	133.00	27.76	1.15	2029.39	133.00	28.45	1.19	2090.27	133.00	29.25	1.22
ET Stream Nth Ipswich	ET 1.2	1989.41	135.28	27.95	1.15	2041.93	135.28	28.64	1.19	2103.19	135.28	29.45	1.22
ET Stream Nth Ipswich	ET 1.3	2090.25	137.56	29.31	1.15	2145.43	137.56	30.03	1.19	2209.79	137.56	30.88	1.22
ET Stream Nth Ipswich	ET 1.4	2190.53	142.12	30.69	1.15	2248.36	142.12	31.45	1.19	2315.81	142.12	32.34	1.22
ET Stream Nth Ipswich	ET 1.5	2273.93	145.92	31.84	1.15	2333.96	145.92	32.63	1.19	2403.98	145.92	33.55	1.22
ET Stream Nth Ipswich	ET 2.1	2316.17	148.20	32.42	1.15	2377.32	148.20	33.23	1.19	2448.64	148.20	34.16	1.22
ET Stream Nth Ipswich	ET 2.2	2422.63	152.76	33.88	1.15	2486.59	152.76	34.72	1.19	2561.19	152.76	35.7	1.22
ET Stream Nth Ipswich	ET 2.3	2531.70	157.32	35.38	1.15	2598.54	157.32	36.26	1.19	2676.50	157.32	37.28	1.22
ET Stream Nth Ipswich	ET 2.4	2640.07	161.88	36.86	1.15	2709.77	161.88	37.78	1.19	2791.06	161.88	38.85	1.22
ET Stream Nth Ipswich	ET 3.1	2748.40	167.20	37.96	1.15	2820.96	167.20	38.92	1.19	2905.59	167.20	40.03	1.22
ET Stream Nth Ipswich	ET 3.2	2857.74	171.76	39.86	1.15	2933.18	171.76	40.85	1.19	3021.18	171.76	42.01	1.22
ET Stream Nth Ipswich	ET 3.3	2966.25	176.32	41.34	1.15	3044.56	176.32	42.38	1.19	3135.90	176.32	43.58	1.22

8 Ipswich Rollingstock Employees postdate of certification of Agreement by Fair Work Australia

Rollingstock & Operations Agreement North Ipswich Pay Rates for employee's		1st March 2019		1st March 2020		1st March 2022	
Employees	PS Group	Basic Pay	Hrly Rate	Basic Pay	Hrly Rate	Basic Pay	Hrly Rate
Rollingstock	ET 1.1	1933.81	25.44	1984.86	26.11	2044.41	26.90
Rollingstock	ET 1.2	1981.86	26.07	2034.18	26.76	2095.21	27.56
Rollingstock	ET 1.3	2049.52	26.96	2103.63	27.67	2166.74	28.50
Rollingstock	ET 1.4	2152.13	28.31	2208.95	29.06	2275.22	29.93
Rollingstock	ET 1.5	2237.48	29.44	2296.55	30.21	2365.45	31.12
Rollingstock	ET 2.1	2280.71	30.00	2340.92	30.80	2411.15	31.72
Rollingstock	ET 2.2	2389.65	31.44	2452.74	32.27	2526.32	33.24
Rollingstock	ET 2.3	2501.24	32.91	2567.27	33.77	2644.29	34.79
Rollingstock	ET 2.4	2612.14	34.37	2681.10	35.27	2761.53	36.33
Rollingstock	ET 3.1	2723.02	35.82	2794.91	36.77	2878.76	37.87
Rollingstock	ET 3.2	2834.89	37.30	2909.73	38.28	2997.02	39.43
Rollingstock	ET 3.3	2945.93	38.76	3023.70	39.78	3114.41	40.97
Rollingstock	ET 4.1	3056.79	40.22	3137.49	41.28	3231.61	42.52
Rollingstock	ET 4.2	3212.19	42.26	3296.99	43.38	3395.90	44.68
Rollingstock	ET 4.3	3393.29	44.64	3482.87	45.82	3587.36	47.20
Rollingstock	ET 5.1	3612.92	47.53	3708.30	48.79	3819.55	50.25
Rollingstock	ET 5.2	3724.67	49.00	3823.00	50.30	3937.69	51.81
Rollingstock	ET 5.3	3835.25	50.46	3936.50	51.79	4054.60	53.35
Rollingstock	ET 6.1	4125.39	54.28	4234.30	55.71	4361.33	57.38
Rollingstock	ET 6.2	4222.32	55.55	4333.79	57.02	4463.80	58.73
Rollingstock	ET 6.3	4317.82	56.81	4431.81	58.31	4564.76	60.06
Rollingstock	ET 6.4	4414.62	58.08	4531.17	59.62	4667.11	61.40

Schedule 3 – Allowances

Allowance principles

- 1.1 Unless otherwise stated, payment will be made on time worked, not taking into account overtime or penalty rates (ie: they are not to be paid for all purposes of the Agreement).
- 1.2 Unless otherwise stated payment of allowances will be on an hourly basis.
- 1.3 Unless otherwise stated payment of allowances will be for actual time to the nearest 30 minutes for which the allowance is payable.
- 1.4 Should two allowance entitlements be applicable at the one time for which different rates are payable, payments will be for the allowance at the higher rate of the two.
- 1.5 Should two allowance entitlements be applicable at the one time for which the same rate is payable, then payment would only be made for the one allowance at any one time.

Allowance	Application	Frequency	Old rate	Rates effective	Rates effective	Rates effective
			1-Mar-18	1-Mar-19	1-Mar-20	1-Mar-22
Electrical Licensing Allowance	All purpose	per fortnight	\$58.84	\$60.61	\$62.42	\$64.30
Plumbers Licensing Allowance			-	\$60.00	\$60.00	\$60.00
Electrical Licensing Allowance-Portsmouth Aggregate Wage Employees	All purpose	per fortnight	\$61.95	\$63.81	\$65.72	\$67.69
First Aid	Flat	per day	\$2.58	\$2.65	\$2.73	\$2.81
Leading Hand	Flat	per hour	<15 \$0.76	\$0.78	\$0.80	\$0.83
			>15 \$1.50	\$1.54	\$1.59	\$1.64
			Non trades \$0.44 per hour above highest employee	\$0.45	\$0.47	\$0.48

Allowance	Application	Frequency	Old rate	Rates effective	Rates effective	Rates effective
			1-Mar-18	1-Mar-19	1-Mar-20	1-Mar-22
Meal Allowance	Flat	Each meal	\$16.86	\$17.36	\$17.88	\$18.42
Rollingstock Assets Worksite Allowance (RAWA) – Maintainers (trade and non-trade) in Rollingstock Maintenance and all trades staff in Site Services	Flat	Per hour	\$1.89	\$1.94	\$2.00	\$2.06
Rollingstock Assets Worksite Allowance (RAWA) North Ipswich Employees employed after 1 May 2012	Flat	per hour	\$1.89	\$1.94	\$2.00	\$2.06
Rollingstock Assets Worksite Allowance (RAWA) North Ipswich Employees employed on or before 1 May 2012	Flat	per hour	\$1.13	\$1.15	\$1.19	\$1.22
Rollingstock Assets Worksite Allowance (RAWA) Apprentice	Flat	per hour	\$1.36	\$1.40	\$1.44	\$1.48
Rollingstock Assets Worksite Allowance (RAWA) Presentation Level 1	Flat	per hour	\$0.69	\$0.70	\$0.72	\$0.75
Rollingstock Assets Worksite Allowance (RAWA) Presentation Level 2	Flat	per hour	\$1.89	\$1.94	\$2.00	\$2.06

Allowance	Application	Frequency	Old rate	Rates effective	Rates effective	Rates effective
			1-Mar-18	1-Mar-19	1-Mar-20	1-Mar-22
Rollingstock Assets Worksite Allowance (RAWA) Car wash staff that perform underframe cleaning and plumbers	Flat	per hour	\$6.87	\$7.07	\$7.28	\$7.50
Tool Allowance (Rollingstock Assets Employees)	Flat	per fortnight	\$58.34	\$60.08	\$61.88	\$63.74

Schedule 4 –Rollingstock Maintenance

1. Title

This Schedule will be known as the Rollingstock Maintenance Schedule.

2. Application

This Schedule will apply to all employees of the Business's Rollingstock Maintenance Division, maintaining (including the presentation of) trains at:

- The Tilt Train Maintenance Depot, Mayne (including Roma Street); or
- The Tilt Train Maintenance Depot, Gracemere; or
- The Traditional Long Distance Passenger Train ("TLDPT") Maintenance, Mayne Depot; or
- The Citytrain Passenger Fleet at the Mayne and associated out depots; or
- The Site Services Section, Mayne Depot; or
- The Kuranda Scenic Railway Maintenance, RMD Cairns; or
- The Heritage Rollingstock Maintenance, North Ipswich; or
- Other locations as agreed to during the life of this Agreement; and
- For whom a rate of pay and classification exists in this Schedule.

3. Relationship of this schedule with the agreement

Where an inconsistency exists between this Schedule and any other provision of this Agreement, this Schedule will prevail to the extent of the inconsistency.

4. Quality assurance process

4.1 The parties to this Agreement commit to actively engaging without undue resistance in workplace quality improvements processes aligned to the enhancement of workplace maintenance activities, procedures and practices (e.g. Introduction of QMI {Lean Manufacturing Theory and Processes}, Quality Assurance or similar practices and or processes provided by other stakeholders).

4.2 The Quality Assurance Processes aligned to this clause are based around the active engagement of staff in jointly developed processes designed to eliminate the Seven (7) types of waste within the maintenance environment:

- Over Production;
 - Waiting;
 - Materials Handling;
- Processes:
- Non-standard work practices;
 - Inventory;

- Motion; and
- Correction.

4.3 The quality improvement and employee engagement process will be conducted in accordance with the terms and conditions of the Communication and Consultation Clause 21 of this Agreement.

5. Local consultative committee

5.1 Depots or Work Locations may have a local consultative committee ("LCC") structure made up representatives of employees nominated by the Union Parties to this Agreement, and Business Management representatives.

5.2 The LCC may meet monthly or at times mutually agreed to by the members of the LCC. The meetings shall be considered work time and may be part of rostered working. Extraordinary meetings of the LCC can be scheduled where there is a specific and urgent matter (as defined within the LCC protocols) to be discussed. A request for an extraordinary meeting will be provided in writing by the LCC member requesting such meeting outlining the details of specific and urgent matter requiring discussion to all other LCC members.

5.3 The purpose of the LCC is to provide individuals or groups with a mechanism for suggesting or responding to proposals which may affect working conditions at the same time retaining management's rights to make the final decision on these matters.

5.4 Within 6 months of this Agreement being lodged the LCC processes and protocols will be established by representatives from each depot and work location. These processes and protocols will include, but not necessarily be limited to:

- LCC agenda items (items for discussions and not for discussion at such forums);
- Meeting rules;
- Communication and feedback protocols with stakeholders; and
- A means to change representation on the committee.

6. Hours of work

Spread of hours – ET stream only

6.1 For the purposes of this subclause a "day worker" is an employee who is not regularly rostered to work the majority of ordinary hours in a shift or shifts between 1800 and 0600.

6.2 The spread of ordinary hours for day workers is 0600 to 1800 hours. All work outside of the spread of ordinary hours will be paid at overtime rates.

10 hour break between shifts

6.3 Subject to meeting fatigue management requirements, the 10hr break between shifts may be substituted by 8 hours to allow the customary rotation of rostered shifts.

Broken shift

6.4 An employee who:

6.4.1 Works a standard work week over five days, on an afternoon shift or night shift which does not continue for at least five successive afternoon or night shifts in a week will be paid at overtime rates for those shift hours which fall within 1615 and 0730. Such overtime rates will also apply where a weekly roster includes a mixture of rostered day shifts and either afternoon or night shifts.

6.4.2 Works a non-standard working week over four days, on an afternoon shift or night shift which does not continue for at least four successive afternoon or night shifts in a week will be paid overtime rates for those shift hours which fall within 1615 and 0730. Such overtime rates will also apply where a weekly roster includes a mixture of rostered day shifts and either afternoon or night shifts.

6.4.3 Broken shift overtime penalties will not apply to any week in which an employee is prevented from working their successive afternoon or night shifts as described in either 6.4.1 and 6.4.2 above due to:

- a public holiday where the employee is booked off duty breaking the rostered sequence; or
- the employee being absent from work due to illness or leave, including training, where such occurrence breaks the rostered sequence; or
- the roster not providing for five ordinary shifts for one week due to the averaging of ordinary hours of work over an agreed work cycle of more than one week, resulting in one or more leisure days off occurring during one of the weeks in the work cycle; or
- where it has been requested by an employee or a group of employees and allowed by the Business.

Split shift

- 6.5 Where the Business and at least 66% of affected employees agree employees may be rostered to work split shifts.
- 6.6 Employees will be paid at the ordinary rate of pay applicable to the day whilst working a split shift.
- 6.7 Split shift for full-time employees is defined as any roster shift consisting of a total of no less than 4 hours and no more than 10 hours which may be worked under the following conditions (unless otherwise agreed by the majority of effected employees):
- First part of the split shift must be no less than 2 hours and no more than 6 hours from sign on to sign off;
 - Second part of the split shift must be no less than 2 hours and no more than 6 hours from sign on to sign off;
 - Interval between the first and second part of the split shift must be no less than 2 hours and no greater than 4 hours unless mutually agreed to be a greater period.

7. Derailment recovery

- 7.1 Derailment recovery work takes place when it is necessary to either:
- 7.1.1 Utilise appliances the employee has been trained in and deemed competent to use, to re-rail derailed rollingstock or to clear wreckage or other material from the site of the derailment, collision or incident; and/or
- 7.1.2 Use their skills/training to assess the condition of rollingstock and deem it fit for service in the event of a derailment, collision or incident.
- 7.2 Employees who are required to perform derailment recovery work (including derailment recovery preparation and/or travelling time) will be paid at 200% of the ordinary rate of pay.
- 7.3 The Business will provide refreshments such as tea, coffee, and food, to employees engaged in derailment recovery. Where meals are supplied meal allowance will not be paid.
- 7.4 The Business will provide required personal protective equipment.

8. Allowances

Leading hand allowance

- 8.1 A Tradesperson appointed as a leading hand will be paid over and above the rate prescribed for the class of tradesperson or paid over and above the rate of the leading hand's charge as follows:
- When in charge of 15 or less employees: \$0.76 per hour;
 - When in charge of more than 15 employees: \$1.50 per hour;
- Noting, these rates will increase by 3% on 1 March 2019, 1 March 2020 and 1 March 2022.
- 8.2 A leading hand other than a tradesperson will be paid 34 cents per hour over and above the rate prescribed for the highest paid employee under the leading hand's charge. This rate will increase by 3% on 1 March 2019, 1 March 2020 and 1 March 2022.
- 8.3 When leading hands are required they will be selected from employees who are eligible for promotion by efficiency and merit.
- 8.4 Leading hands will be appointed on probation for a period of 3 months. Any leading hand who, at the expiration of that period, has proved unsatisfactory as a leading hand will revert to the employee's former position.

Electrical Licensing Allowance

- 8.5 All employees (excluding Portsmouth Aggregate wage employees) who are required to hold an electrical license for the performance of their work will be paid a licensing allowance of:
- \$58.84 per fortnight. This rate will increase by 3% on 1 March 2019, 1 March 2020 and 1 March 2022.

This allowance will be paid for all purposes of this Agreement.

Plumbers' Licensing Allowance

- 8.6 All employees (including Portsmouth Aggregate wage employees) who are required to hold a plumbing license for the performance of their work will be paid a licensing allowance of:
- \$60.00 per fortnight payable from the first fortnightly period following Fair Work Commission approval of the Agreement.

This allowance will be paid for all purposes of this Agreement.

Night Shift Allowance - ET stream only

- 8.7 Except for ordinary hours on a week end an employee in the ET stream who works ordinary hours between 1615 and 0730 will be paid an allowance 25% of the employee's base rate of pay for all such hours. This allowance is in lieu of the afternoon/night shift allowance contained in this Agreement.

Rollingstock Assets Worksite Allowance (RAWA)

- 8.8 The RAWA is a flat hourly rate to be paid on time actually worked, not taking into account of overtime or penalty rates.
- 8.9 The RAWA will only be paid to employees in the classifications contained in Schedule 3.
- 8.10 The RAWA recognises and compensates employees for the disabilities associated with, but not limited to:
- Working continuous weekend and/or night work rosters;
 - Working in enclosed hot environments (e.g. engine bays);
 - Working on underframe's of Rollingstock that may have been exposed to dirt, grime, grease, human and or animal excrement and/or fluids;
 - Working on Rollingstock fitted with radio antenna and/or similar equipment.
- 8.11 For the purposes of the RAWA, Presentation level 1 employees are those employees whose primary duty is the presentation of trains according to the requirements of the position within the depot / location. Presentation Level 1 Employees comprise the following classifications:
- Train Presentation Attendants (including Train Presentation Attendant Team Leaders) within Tilt Train Maintenance, who are permanently located at Roma Street;
 - TLDPT Presentation Attendants with the TLDPT Maintenance (including Train Presentation Attendant Team Leaders), Mayne Depot;
 - Train Presentation Attendants within the Tilt Train Maintenance (including Train Presentation Attendant Team Leaders), Gracemere Depot;
 - Train Presentation Attendants and Presentation Attendants within the Citytrain Rollingstock Maintenance (including Train Presentation Team Leaders), Mayne Depot;
 - Presentation Attendants within Site Services, Mayne Depot.
- 8.12 For the purposes of the RAWA, Presentation level 2 employees are those employees whose primary duty is the presentation of trains according to the requirements of the position and to assist the tradespersons as required in the performance of

Rollingstock maintenance tasks within the depot / location. Presentation Level 2 employees comprise the following classifications:

- Train Presentation Attendants within Tilt Train Maintenance (including Train Presentation Attendant Team Leaders), who are permanently located at Mayne and are performing the duties of seat maintenance;
- Train Presentation Attendants within the Rollingstock Maintenance Cairns Depot (including Train Presentation Attendant Team Leaders), who are competent in and performing the duties of driving and servicing the sewerage decanting truck.

Tool allowance

8.13 Tradespersons who are required by the Business to provide their own tools will be paid a tool allowance of:

- \$58.34 per fortnight. This rate will increase by 3% on 1 March 2019, 1 March 2020 and 1 March 2022.

8.14 Where the Business provides employees with the required tools, the tool allowance will not be paid.

All Purpose Allowance

8.15 ET stream Trade employees will be paid an all-purpose allowance (APA) for maintaining the full flexibilities provided in this Agreement. At the commencement of this agreement the APA is a % of the base rate as at 30 April 2011. From 1 September 2021 the APA will be calculated as a % of the base rate as at 1 March 2018.

Not all employees will be paid the full APA. Employees will be paid the APA as provided in the following table:

Classification	Percentage of the APA
Tradesperson (not otherwise identified in this table)	10
Tradesperson Site Services	7
Tradesperson who did not undertake the full job redesign process	5
Team Leader (Train Presentation Attendant)	6.53
Cairns – Maintainer (Electrical/Mechanical), Maintainer 2 (Mechanical/ Carpenter), Maintainer (Painter/Carpenter), Trainee Maintainer (Electrical/Mechanical), Trainee Maintainer (Mechanical/ Carpenter), Trainee Maintainer (Painter / Carpenter), Maintainer (Fixed Term) – Electrical or Mechanical	6
North Ipswich employees	7.5
Reliability officers, planner, RMC's, electronic adviser	10

9. Workplace flexibility

9.1 Employees shall perform any task they have the competency range, knowledge, training and familiarisation they have to perform. Such tasks include but are not limited to:

- Competent engineers, professional technical officers and tradespersons may move locomotives, rail cars and electric train units on roads in maintenance sheds and workshops, provided movement to another road over switching points is not involved.
- Movement over switching points within the Portsmouth locomotive services depot maybe carried out by those classifications listed above;
- Interrogate and analyse Rollingstock faults and take action to rectify any faults or performance reductions identified by including them on the trip fault sheet;
- Working on other Rollingstock as required within the employee's competency range, knowledge and training. This will occur after consultation and agreement with the affected employees.
- Receiving phone calls whilst on duty in the depot and provide expert advice in order to rectify faults and/or isolate equipment during fault conditions whilst the train is in service (applies to RTT, TLDPT and CTT employees only);
- Initial fault finding on toilets prior to calling a plumber;
- Back flushing of toilets;
- Changing window glass;
- Replacing seat covers, bases and backs;
- Check water tanks and pipe work for damage and leaks and repair where necessary;
- Performing all water services inspections including but not limited to water filter replacement and water tank chlorination as required, except: hot water system non-return valve, testing RPZD (Reduced Pressure Zone Device) valves ("Backflow Prevention Valve"), testing thermostatic mixing valves, replacing hot water pressure relief valve. Furthermore, plumbers may be called to connect and disconnect water tank piping;
- Maintenance of depot / facility equipment to allow core functions of the Business / location to continue.
- Trade competent Mechanical Maintainer II will perform:
 - Fault finding;
 - Repair;
 - Replacement;

- Root cause identification;
- On all toilet systems on the Rollingstock fleet. When doing so the employee will be paid 25% in addition to the rates for the day for the actual time engaged on the task, with a minimum payment of 1 hour. A plumber or plumbing service will be required to overhaul all toilet systems once the unit has been removed.
- Trades and non-trade staff may be required to steam clean bogies prior to change and/or overhaul. When doing so the employee will be paid 25% in addition to the rates for the day for the actual time engaged on the task as directed. Pre-approval is required for this payment.

10. Autonomous team functions

10.1 Employees working in classifications with job models containing nationally accredited competencies aligned with autonomous teams shall undertake the following tasks:

- Creation and completion of work orders including booking parts, labour and entry of fault data into the fault database, including full completion of mandatory fields in work orders in to relevant computer-based systems;
- Completing full repair details in the corrective action request books;
- Writing detailed handover reports in the handover shift book;
- Recording all parts taken from the store to eliminate stock-outs and to help the stores area function;
- Actively participating in team meetings, including recording minutes;
- When "TPA" and / or tradespeople are short and unavailable and where time permits, staff are to assist each other within their competency;
- Have input into the development and documentation of depot processes and procedures including facility specific and Rollingstock specific processes and procedures;
- Call in staff and/or contractors in accordance with local Business requirements and / or instructions.

11. Train presentation attendants

11.1 Employees employed as Train Presentation Attendants in the ET stream shall undertake the following indicative tasks (this is a non-exhaustive list):

- Cleaning and presentation of passenger units;
- Change seat covers;
- Seat base and squab exchange;
- Clean out seat bases;
- Minor mechanical work;
- Polishing and buffing of cab fronts.

Schedule 5 –Rollingstock Maintenance - Cairns (Portsmith) Aggregate Wage

1. Title

This Schedule will be known as the Rollingstock Maintenance Schedule - Cairns (Portsmith) Aggregate Wage

2. Application

2.1 This Schedule will apply to all permanent full-time permanent part time and fixed term contract ET Stream employees of the Cairns (Portsmith) Rollingstock Maintenance Depot.

2.2 This schedule will be reviewed at the cessation of this Agreement.

3. Relationship of this schedule with this agreement

This Schedule states additional terms and conditions of employment applicable to the employees employed by the Business at the Cairns (Portsmith) Rollingstock Maintenance Depot. Where any inconsistency exists between this Schedule and the general part of this Agreement, this Schedule will prevail.

4. Objectives

The objective of this Schedule is to outline the method of operation and remuneration (aggregate wage) for all permanent full time, permanent part time and fixed term contract ET Stream employees of the Business's Cairns (Portsmith) Rollingstock Maintenance Depot.

5. Purpose

The purpose of this Schedule is to describe the following;

- Workplace operating methodology;
- Rostering methodology;
- Employee structure;
- Remuneration structure.

6. Classifications

6.1 At the commencement of this Agreement, based on the current Business requirements the structure will consist of and the aggregate wage will apply to the following:

- Cairns Maintainer 2 (Mechanical)

- Cairns Maintainer 2 (Mechanical / Electrical)
- Cairns Maintainer 2 (Mechanical / Carpenter)
- Cairns Maintainer 1 (Mechanical / Carpenter), ie Non-trade
- Cairns Maintainer 2 (Painter)
- Cairns Maintainer 2 (Painter / Carpenter)
- Cairns Maintainer 2 (Carpenter)
- Cairns Maintainer 2 (Carpenter / Painter)
- Cairns Maintainer 1 (Presentation) Team Leader
- Cairns Maintainer 1 (Presentation)
- Other classification / competency structure as required to meet Business requirements
- ET streams Depot support staff

6.2 However, should Business needs change within the life of the Agreement the numbers within the Cairns Maintainer structure may be amended by management after consultation with the staff.

7. Rostering principles

- 7.1 Staff will be rostered to work through a rotating shift consisting of 38 hours per week. Depot master rosters will be drawn up with due consideration to achieving an appropriate level of skills availability to achieve the predicted workload. Within this rotating roster, both the employees' time and workload will be organised to accomplish the required Business output while taking into account workforce "quality of life" as far as practicable.
- 7.2 Draft fortnightly roster for the following fortnight is to be posted by midday on Thursday.
- 7.3 Cycle time will be aligned to maintenance and presentation windows.
- 7.4 Rosters will be flexible allowing employees to work to their competencies and move between shops depending on competency levels and Business requirements.
- 7.5 In an 8 week cycle, hours worked greater than 304 hours and less than 320 hours can not be taken as flexi-time off in lieu as employees have already been paid for hours between 304 hours and 320 hours in the aggregate wage.
- 7.6 All time worked in excess of each rostered shift will contribute towards the work cycle.
- 7.7 Employees on standby will only accrue cycle time when called in accordance with the call-out provision.

8. Statutory public holidays

8.1 The agreed number of statutory public holidays to be actually worked are as follows:

- Cairns Maintainer (Electrical / Mechanical) – 5
- Cairns Maintainer (Mechanical / Carpenter) – 5
- Cairns Maintainer (Carpenter / Painter) – 5
- Cairns Maintainer (Painter / Carpenter) - 5
- Cairns Maintainer (Carpenter) - 5
- Cairns Maintainer (Presentation) – 8

8.2 The agreed maximum number of statutory holidays falling on a rostered day off / off duty day where the rostered day off / off duty day can be moved to the next preceding or following available working day are as follows:

- Cairns Maintainer (Electrical / Mechanical) – 7.5
- Cairns Maintainer (Mechanical / Carpenter) – 7.5
- Cairns Maintainer (Carpenter / Painter) – 7.5
- Cairns Maintainer (Painter / Carpenter) – 7.5
- Cairns Maintainer (Carpenter) – 7.5
- Cairns Maintainer (Presentation) – 4.5

9. Aggregate wage employees public holidays

9.1 All actual hours worked on a public holiday will be credited to cycle time.

9.2 When an aggregate wage employee works on a public holiday in excess of the quantum built in to their Aggregate for the calendar year, they will be paid 200% of Base + the Aggregate Allowance for time actually worked.

- i) TPA's after 8 Public Holidays worked.
- ii) Maintainers after 5 Public Holidays worked.

9.3 Master and Cycle Rosters are to reflect a reasonable and equitable distribution of attendance on Public Holidays by employees.

9.4 When an aggregate wage employee is rostered to work a public holiday and is then not required to work, they will have the rostered hours credited to cycle time.

9.5 When an aggregate wage employee rostered day off / off duty day falls on a public holiday and the rostered day off / off duty day cannot be moved to another day, they will have the applicable hours for that day credited to cycle time. Applicable hours will be the shift which normally would have been moved. Movement of off duty days

will be subject to operational requirements however agreement will not be unreasonably withheld.

- 9.6 For Aggregate Wage employees at Portsmith Rollingstock Maintenance Depot working of a Public Holiday is constituted by working equal to or the majority of a rostered shift on a gazetted Public Holiday.
- 9.7 When applying for leave which includes a Public Holiday, hours of payment will be the amount applied for on leave application form. If no hours are shown on the form i.e. week/weeks applied for, then employee will have the appropriate hours deducted to make up to 40hrs per week. Public Holiday will be counted as 9.5 hours.

10. Remuneration package (aggregate wage)

- 10.1 This clause only applies to employees covered by this Schedule who are paid on an Aggregate Wage basis (excluding apprentices and trainees under apprenticeship or trainee contract not including adult apprentices and trainees currently being paid aggregate wage at this location and ET Stream Depot Support Staff).
- 10.2 Refer to clause 75 for progression principles.

Remuneration Structure

- 10.3 The remuneration structure listed below consists of two (2) components:
- 10.3.1 The base rate component;
- 10.3.2 Aggregate allowance component comprising of:
- Annual Leave Loading (20% or 17.5% as applicable);
 - Agreed number of worked Statutory Holidays per year (5 for Cairns Maintainer (Electrical /Mechanical), 5 for Cairns Maintainer (Mechanical / Carpenter), 5 for Cairns Maintainer (Carpenter / Painter), 5 for Cairns Maintainer (Painter / Carpenter), 5 for Cairns Maintainer (Carpenter) and 8 for Cairns Maintainer (Presentation);
 - Excess Time (16 hours in an 8 week cycle);
 - Equated rostered shift penalty which includes afternoon shift penalty, Saturday time and Sunday time based on rosters worked in 2006;
 - An additional 5% shift penalty factor to recognise and compensate for rostering flexibility, where shifts may be altered due to contingencies such as late running of trains and altered maintenance requirements to KSR fleet;
- 10.4 Refer to Schedule 2 for pay rates.

11. Electrical licencing allowance

All employees who are required to hold an electrical license for the performance of their work will be paid a licensing allowance of:

- 1 March 2018: \$61.95 per fortnight. This rate will increase by 3% on 1 March 2019, 1 March 2020 and 1 March 2022.

This allowance will be paid for all purposes of this Agreement.

On call allowance

12.1 Employees will participate in the on call roster to provide an effective “out of hours” emergency response service. The requirements for an on call roster and the actual number of staff will be determined on a depot by depot basis governed by Business requirements.

12.2 Where an employee is directed to remain on call after finishing their ordinary hours for the day they will be paid:

- 1 hour per day for each on call day Monday to Friday and
- 2 hours per day for each on call weekend and public holiday.

The 1 hour and 2 hours’ pay will be at 100% of the base rate plus the aggregate allowance.

12.3 When employees are paid on call allowance, they are to remain fit for work and able to respond within a reasonable time to any call received from the Business.

13. Call-out / in

Where an employee is called out/in with less than 12 hours notice of the requirement to work and the employee attends work for the required call out/in, the employee will have a minimum of 4 hours credited to cycle time. Calculation of actual time will be based on actual workings from sign on to sign off. Payment of actual workings will be made at 200% of Base Rate plus the aggregate allowance. If the actual hours worked in the call out/in are between 304 and 320 then double the actual hours worked (e.g. actual hours worked 6 12 hours to cycle time) will be added to the employees cycle time, however if the cycle time for such call out is beyond the 320 hours then the employee will be paid for such time in accordance with the excess hours clause.

14. Derailment / recovery

14.1 Derailment recovery work takes place when it is necessary to either:

- 14.1.1 Utilise appliances the employee has been trained in and deemed competent to use, to re-rail derailed rollingstock or to clear wreckage or other material from the site of the derailment, collision or incident; and/or
 - 14.1.2 Use their skills/training to assess the condition of rollingstock and deem it fit for service in the event of a derailment, collision or incident.
- 14.2 Employees who are required to perform derailment recovery work as defined in 14.1:
- 14.1.2 Will be paid at 200% of base + aggregate allowance (including travelling time) irrespective of whether the time is during or outside rostered hours.
 - 14.1.3 Attendance to derailments during normal rostered hours will be credited to the work cycle. Actual time associated with derailment work outside of rostered hours will not be credited to the work cycle.

15. Ordinary hours of work for aggregate wage employees

The rostered hours of work for aggregate wage employees will be an average of 38 hours per week (304 Hours rostered) over the 8 week (320 hours) roster cycle.

16. Time between 304 hours and 320 hours (outside master/cycle rostered hours)

Employee/s may be required to work prior to rostered shift starting time or past rostered finishing time of their Master Roster or Cycle Rostered shift for up to a maximum of 12 hours to complete a task or repair or to cover part of another employees shift over the 8 week (320 hours) roster cycle.

17. Aggregate wage employees payment for rostered day off or off duty day

- 17.1 An aggregate wage employee, who attends work on a Rostered Day Off/Off Duty Day, will have all time worked paid 200% of Base plus 100% Aggregate Allowance, minimum payment of 4 hours applies for each attendance. Actual hours worked will be credited to cycle time.

18. Excess hours (overtime)

All time worked in excess of 320 hours in an eight week cycle will be paid at a max rate of 200% of Base Rate plus 100% aggregate allowance.

19. Payment on approved leave

- 19.1 Leave for own illness/injury - Employees covered by this clause will receive payment for sick leave at 100% of the base rate.

- 19.2 Other Paid Leave Types - Employees covered by this clause will receive payment for all other paid leave types at 100% of the base rate (e.g. flood, military).
- 19.3 Crown Witness Leave – Employees covered by this clause will receive payment for Crown Witness Leave at 100% of the base rate plus the aggregate allowance
- 19.4 Jury Service Leave- Employees covered by this clause will receive payment for Jury Service Leave at 100% of the base rate plus the aggregate allowance
- 19.5 Annual Leave- Employees covered by this clause will receive payment for Annual Leave at 100% of the base rate plus the aggregate allowance. Deductions will be per projected roster for each day except for Public Holidays on which deductions will be made at 9.5 hours per day.
- 19.6 Leave Loading – All new employees permanently appointed to a position covered by this clause will have their annual leave loading accrued prior to their appointment paid out.
- 19.7 Long Service Leave- Employees covered by this clause will receive payment for Long Service Leave at 100% of the base rate.

20. General provisions

Part-time employees

- 20.1 Part time employees will be paid the appropriate aggregate wage on pro-rata basis at their classified level in accordance with the Cairns Maintainer Structure.

New Depot employees/trainees

- 20.2 All new employees (including fixed-term employees) will be paid in accordance with their classification level or their current competency level as aligned to the Cairns Maintainer structure.

Non Trade – Trade training

- 20.3 Current and future non trade depot staff covered by this Schedule who wish to apply for training as a tradesperson aligned to that required in the Portsmouth RMD depot, will be required to pass a selection process.
- 20.4 Permanent Cairns Maintainers (Presentation) who undertake an apprenticeship (trade training) during the life of this schedule will retain their remuneration level for the duration of the apprenticeship, or until such time that the employee's

competency and remuneration level are aligned to that contained in the Cairns Maintainer Structure.

Schedule 6 - Yard operations

1. Title

This schedule will be known as the Yard Operations Schedule.

2. Application

This schedule will apply to employees of the Business engaged in yard operations, and for whom a pay rate and classification exists in this schedule.

3. Relationship of this schedule with the agreement

Where an inconsistency exists with this schedule and any other provision of this Agreement, this schedule will prevail to the extent of the inconsistency.

4. Shift allowance

4.1 For the purposes of this subclause afternoon/night shift hours are those ordinary hours of work which fall between 1800hours and 0600 hours.

Shift work allowances

4.2 Except as otherwise provided, all paid time on duty not subject to overtime penalties or Saturday or Sunday penalties an employee will be paid an additional:

- 12.5% for an afternoon shift;
- 15% for a night shift;
- 12.5% for an early morning shift.

4.3 In calculating this allowance time worked will be rounded to the nearest hour with periods of less than 30 minutes disregarded and periods of more than 30 minutes being paid as a full hour.

10 hour break between shifts

4.4 Where a shift is worked by mutual agreement between Business and employee the 10 hours maybe substituted by 8 hours.

Shift Length

4.5 Where the ordinary working hours are to exceed 8 on any day, the arrangements of hours will be subject to the agreement of the Business and the majority (50% plus 1 employee) of employees concerned:

- 4.6 Provided further that where any arrangement of ordinary hours exceeds 8 on any day, workplace representatives will be notified in writing within 14 days of commencement of work under such arrangement.

Driver only shunt operations

- 4.7 DOO shunt operations - Yard forepersons and shunting grade employees will be paid an additional 5% of their ordinary rate of pay, when working with shunting locomotives operating in Driver Only Operation (DOO) mode.
- 4.8 This allowance will be paid for overtime and penalty rates when DOO mode is operating with a minimum payment of 4 hours.

5. Classification structure and wages

South East Queensland

- 5.1 The classification structure and wages of this schedule are as follows and will apply from the date of approval of this Agreement by Fair Work Australia:

The Business's proposal for the implementation and application of the 0.5% for shunters is as follows;

- Reclassify Trainee Shunter currently at OS 1.3 to Trainee Suburban Rail Operator at OS 1.6
 - Reclassify Shunter In Charge currently at OS 2.1 to Suburban Rail Operators (SRO 1) at OS 2.4
 - Reclassify Forman Shunters currently at OS 3.1 to Suburban Rail Operators (SRO 2) at OS 3.3
 - New classification of Tutor Suburban Rail Operator (SRO 3) at OS 4.1
- Tutor Suburban Rail Operator (SRO 3) at OS 4.1 is the pay rate for the position and the pay rate will not incrementally increase within the band OS 4 band.

- 5.2 Within this new classification structure it would be expected that the current employees would continue to undertake their current tasks, functions and responsibilities as well as commence the to undertake the following;

- Train Safety Testing (once competent)

- 5.3 New Classification of Tutor Suburban Rail Operator will be required to train and assess employees at all levels of Suburban Rail Operator structure in accordance with position and functional requirements of the Suburban Rail Operators classification structure.

- 5.4 When there is no training or assessment requirements for the Tutor Suburban Rail Operator this employee will work as a Suburban Rail Operator within their competency range.
- 5.5 All new employees following the implementation of the Rail Operators structure would be engaged in accordance with the Rail Operators structure.

Regional - Safety accreditation, licences and qualifications

- 5.6 The parties recognise that employees may be required to hold an appropriate qualification / certificate / licence for the purposes of their employment and, will be required to satisfy relevant Business medical standards.

Loss of permit, licence or qualification – employee options

- 5.7 The parties agree that in the event an employee loses their permit, licence or qualification and is unable to carry out his/her normal duties as a result of the above impacts, the following will apply:
- The employee will undertake suitable alternative employment within the Business, if available, which may result in a reduction in position, classification and pay, until the employee can successfully regain the necessary accreditation, licence or qualification, and / or
 - The employee will clear accrued paid leave; and/or,
 - The employee will take unpaid leave.

Loss of permit, licence or qualification – freight operations options

- 5.8 In circumstances where the loss of the permit, licence or qualification is:

- Permanent; or,
- Likely to extend beyond 9 months, or,
- Where there are no suitable positions to which the employee can be temporarily placed;

the Business and the employee will discuss alternative arrangements / training but this will not limit the Business's right to terminate the employee's services in accordance with the provisions of this Agreement.

- 5.9 At the time this Agreement takes effect, employees who were employed by the Business, where the Business was aware they did not possess a 'C' class licence, will not be subject to this clause.
- 5.10 Employee matters that relate to employee fitness and relevant Business medical standards will be managed through the relevant Business policies.

Indicative tasks and responsibilities - General principles

- 5.11 Employees will undertake a range of tasks which may include but not be limited to the details as listed in the Classifications below.
- 5.12 Employees at each level are required to perform all work at their substantive level and levels below.
- 5.13 Employees who have been trained and are competent to act in a higher grade will not unreasonably refuse higher grade duties.
- 5.14 Employees who believe that they have been performing higher grade duties for an unreasonable period of time will be entitled to raise the matter through the Disputes procedure clause.

Rollingstock movement

- 5.15 Shunt tractors / Rail Vehicle Placers or similar equipment excluding locomotives
- These arrangements do not affect the use of shunt tractors, Rail Vehicle Placers (RVPs) or similar equipment by competent Freight Operations employees in any depot or facility. This does not include remote control operation which is provided for in clause 5.16.
 - Where a decision has been made to introduce a shunt tractor, RVPs or similar equipment into a current Driver only operations (DOO) yard, the classification of employees within that yard will not be disadvantaged.

Remote Control Shunting

- 5.16 Opportunities Identified
- Where it is identified by the Business that there are potential opportunities for the introduction of this technology within the Business's operations, the Business will commence consultation with the outcome being to trial and implement remote control shunting operations where required subject to clause 5.17.
- 5.17 Consultation process for Implementation
- Employees affected by this process and their nominated representatives will be consulted on the most appropriate method of implementation including any procedural and competency issues.
 - The consultation will also include:

- The depots/locations affected
- The type of equipment to be used
- Risk management of the operation
- Payment methodology
- Effects on all employees impacted by this clause.

Moving Locomotives with RVPs

5.18 When locomotives are to be moved as vehicles with RVPs or similar, the following matters will be considered:

- The Business will consult with employees at a local level to determine the best way operationally in which to make locomotives into vehicles.
- This does not include start up and shut down locomotive procedures.
- Couple / uncouple and perform all hose, cable connections and other associated functions between locomotives and/or rollingstock.

Lower level maintenance

5.19 Following an agreement between the different work areas of the Business low level maintenance activities in all Business facilities will be performed by suitably trained and assessed freight operations employees. Those activities are included in the following 'Indicative Tasks and Responsibilities' table.

5.20 The intent of requiring Freight Operators to carry out the low level maintenance tasks and responsibilities is to ensure:

- It is not used in a manner whereby it displaces the use of qualified tradespersons on qualified trade work or lower level maintenance duties where operationally efficient.
- It will apply to current and new traction systems and equipment.
- Work performed will meet all safety and legal compliance requirements.
- Operational employees will be thoroughly briefed i.e. the scope of the work to be performed under this Agreement.
- That training for low level maintenance tasks is conducted by a trades person who is appropriately qualified and is a Trainer/Assessor.

5.21 On a site-by-site basis, employees and their representatives will be consulted on any additional duties identified that can be completed by suitably trained freight operator employees in its facilities, excluding within rollingstock maintenance facilities.

Indicative tasks and responsibilities

Classification level	Position title	Indicative tasks and responsibilities
OS 1.1	Regional Rail Operator Entry	<ul style="list-style-type: none"> • Completes all induction requirements • C Class Licence Mandatory (QR's expectation is that employees will obtain a licence where ever possible.)
OS 1.2	Regional Rail Operator level 1	<p>Employees at this level plan and undertake a range of routine tasks / competencies associated with the Business location and may include:</p> <ul style="list-style-type: none"> • Operate/Monitor customer info systems • Operate 2- way radios • Undertake routine tasks / activities • Maintain and clean workplace environs and facilities • Clean machinery/vehicles • Use office equipment including computers; enquiries (customer / QR / client) • Pallet control procedures • Apply OH&S procedures • Follow DG procedures <p>Employees at this level are required to perform all work at this level and below</p>
OS 1.3	Regional Rail Operator level 2	<p>Employees at this level plan and undertake a range of routine tasks / competencies associated with the Business location and may include:</p> <ul style="list-style-type: none"> • Enter freight records • Weigh freight using weigh bridges and scales • Load / Unload and secure freight for transport (including labelling and sealing wagons/containers) • Drive light vehicle • Accept, handle and deliver freight • Apply Dangerous Goods codes / freight • Includes training for job role functions and assessment • Completion of training in preparation and operation of a shunt tractor • Fuel and provision locomotives • Assist in cash balances • Participate in allocation and completion of team tasks • Identify and resolve routine problems in semi-autonomous environment; <p>Employees at this level are required to perform all work at this level and below</p>
OS 1.5	Regional Rail Operator level 3	<p>Employees at this level plan and undertake a range of routine and non-routine tasks / competencies of some complexity associated with the Business location and may include:</p> <ul style="list-style-type: none"> • Basic Freight Accounting procedures • Operate communication and computer equipment • Operate Light Lifting and vehicular equipment (including forklifts up to and including 16 tonne) • Minor Servicing & maintenance of plant and equipment • Operate Manual Handling Equipment • Accept, Handle and Deliver Freight including minor cash transactions

Classification level	Position title	Indicative tasks and responsibilities
		<ul style="list-style-type: none"> • Warehousing activities <p>Employees at this level are required to perform all work at this level and below</p>
OS 1.6	Regional Rail Operator level 4	<p>Employees at this level plan and undertake a range of routine and non-routine tasks / competencies of some complexity associated with the Business location and may include:</p> <ul style="list-style-type: none"> • Shunting (non DOO) • Operate RVP or similar: 300 tonne and under lifting capacity • Operating signals, zone release and switching devices etc • Provide effective customer service • Operate light rigid vehicle (up to 8 tonnes) • Limited Safe working • Conduct functions associated with minor shunting (e.g. Points) • Perform specialised loading and securing • Conduct container washing and container inspections • Minor cash handling / quote basic freight rates • Identify and solve routine problems in an semi-autonomous /autonomous environment • Modified testing of train <p>Employees at this level are required to perform all work at this level and below</p>
OS 2.1	Regional Rail Operator level 5	<p>Employees at this level plan and undertake a range of routine and non-routine tasks / competencies of some complexity associated with the Business location and may include:</p> <ul style="list-style-type: none"> • Lashings and Rough Loading • Operate medium / heavy rigid vehicle • Handle bulk dangerous goods • Train Safety Testing • couple / uncouple and perform all hose, cable connections and other associated functions between locomotives and/or rollingstock • Low Level Maintenance: • Provision, service, clean and perform lower level maintenance on • Rolling stock / locomotives: Duties include (but not limited to): <ul style="list-style-type: none"> - Plug in/Plug out electrical equipment/ appliances that comply with legislative requirements (e.g. within Test) - Replace brake blocks adjust rigging (not 2800 compression links) - Replace hose bags, repair sand hoses - Perform Brake travel adjustments - Cleaning of sand pipes and filling of sandboxes - Repairs / change out toilets (locomotive's) - Minor repairs on auxiliary equipment, such as - Change / replace light bulbs (cab / ditch / step, etc) - Wipers / headlights / ground lights - Check / fill: engine oil; water; fuel on locomotives - Decant toilets and sludge tank - Wash outside of locomotives - Clean locomotive's / cabs - Other work agreed locally by consultative committee

Classification level	Position title	Indicative tasks and responsibilities
		<ul style="list-style-type: none"> Contributes towards serviceability checks & certificates on Rollingstock and Locomotives within the competency of the employee. <p>Employees at this level are required to perform all work at this level and below</p>
OS2.3	Regional Rail Operator level 6	<p>Employees at this level plan and undertake a range of routine and non-routine tasks / competencies of some complexity associated with the Business location and may include:</p> <ul style="list-style-type: none"> Operate Heavy combination vehicle exceeding 9 tonne Employees at this level are required to perform work at this level and below
OS 2.4	Regional Rail Operator level 7	<p>Employees at this level plan and undertake a range of routine and non-routine tasks / competencies of some complexity associated with the Business location and may include:</p> <ul style="list-style-type: none"> Operate a multi-combinational vehicle Operate and maintain heavy lifting equipment (exceeding 16 tonne) and other sundry terminal / site equipment Working autonomously offsite Shunting Operations - DOO Yards Applicable Safe working Provide visual assistance Operate other vehicle/ sundry machinery. eg: tug / mafi trailer / side loader / etc Plug in/out electrical equipment, including power packs; cable connections for refrigerator containers; rollingstock, locomotives and any other equipment Conduct snow shooting and servicing of refrigerated containers Operate RVP or similar: lifting capacity exceeding 300 tonne for general operations, shunting & moving locomotives and rollingstock <p>Employees at this level are required to perform all work at this level and below</p>
OS3.3	Regional Rail Operator level 8	<p>Employees at this level supervise, plan and undertake a range of routine and non-routine tasks / competencies of some complexity associated with the Business location and may include:</p> <ul style="list-style-type: none"> Undertake employee tuition or assessments after they have completed training e.g. tutor freight operator Apply Business processes and supervise employees to ensure required outcomes. Provide coaching / guidance and direction; ensuring productivity, attendance, safe work are all occurring Provide effective quality service; identify, analyse and resolve problems within team and customers Control WPHS, productivity, quality, attendance within area of responsibility Provides Quality Customer Service Assists supervisors/managers as required <p>Employees at this level are required to perform all work at this level and below</p>

Classification level	Position title	Indicative tasks and responsibilities
Above OS3.3		Positions and other tasks outside the range of tasks and responsibilities in the positions above will be evaluated as required using QR's remuneration evaluation system

Appointment pay rate

5.22 The general principle for appointment to Level 4 and above of the Operations Stream is at pay point one of each level.

Classification review

5.23 An employee can request to have the classification of their appointed position reviewed. The employee can provide input into the review process. Should the request for a review be declined or the employee disagrees with the outcome of the classification review, the employee, or their representative, if so requested by the employee, may access the mechanisms available for resolving workplace issues in the Disputes procedure in this Agreement.

Competency acquisition

5.24 Competency acquisition will be based on a realistic assessment as to whether those competencies will be utilised. Payment for such competencies will only be made where the competencies are required to be used by the Business.

Relieving in other positions

5.25 Employees relieving in a position for over 3 months, will have performance objectives set at the relieving level and not at the employee's substantive level.

5.26 Any time worked at a higher classification level will contribute to incremental progression at the substantive level subject to clause 41.

5.27 Any time worked at a higher classification level will contribute to incremental progression at that higher level subject to clause 41.

5.28 Incremental movement granted during relief will be acknowledged if appointed permanently to that level.

5.29 This clause will not apply to employees in Levels 1, 2 and 3 of the Operations Stream.

Schedule 7 - North Ipswich

The clauses and conditions outlined in this schedule are specific to North Ipswich employees only and are not applicable to any other employee or section covered by this Agreement.

1. Application of RAWA North Ipswich

Employees employed on or before 1 May 2012

- 1.1 Employees between ET 1.1 and ET 3.3 will have their existing Base Rate for their current position maintained "Green Inked" at its the rate applicable on 1 May 2012 (inclusive of the applicable EA increases).
- 1.2 These employees will be paid the Rollingstock Assets Workplace Allowance (RAWA) at the rate of:
- 1 March 2019: \$1.15 per hour
 - 1 March 2020: \$1.19 per hour
 - 1 March 2020: \$1.22 per hour

for actual time worked.

Formula:

- RAWA per hour less the Workplace disability allowance component of the RACS Disability Allowance.
- Current employees employed on or before 1 May 2012 who apply for and attain, or move to a new position within the classification range of ET 1.1 and ET 3.3 following the implementation of this Agreement do so at the classified rate of that position and receive the applicable RAWA at the hourly rate contained in this Agreement.

Employees employed after 1 May 2012 and New Employees

- 1.3 Employees employed after 1 May 2012 and new employees engaged at North Ipswich will be engaged at the classified rate of the position and receive the applicable RAWA at the hourly rate contained in this Agreement.

2. Application of Saturday and Sunday time North Ipswich

- 2.1 Employees currently working at North Ipswich under 5 in 7; 10 in 14 ordinary hour's rostering arrangement and receiving the following Public Holidays, Saturday and Sunday time payments as outline below;

Saturday and Sunday

- 2.2 All ordinary hours worked on a Saturday will attract a 50% (150%) penalty payment for the first 3 hours worked and 100% (200%) for the remainder of the hours worked on the day.
- 2.3 All ordinary hours worked on a Sunday will attract a 100% (200%) penalty payment.

Will continue to receive such payments at such rates while employed at North Ipswich.

Future Employees

- 2.4 Future employees (new employees) being employed under 5 in 7 or 10 in 14 rostering arrangements that requires such employees to work Saturday and Sundays following the implementation of this Agreement do so under the payment conditions outlined in clause 71 of this Agreement.

Signed on behalf of Queensland Rail Limited
by its duly appointed representative


.....
Representative Signature

NOCK EASY CEO
.....
Name, Title of Representative (print)

305 Edward Street

Brisbane, QLD 4000
Address

**Signed on behalf of Union (The Australian Rail,
Tram and Bus Industry Union, Queensland
Branch) and by its duly appointed representative**


.....
Representative Signature

DWAN DALWIN BRANCH SECRETARY
.....
Name, Title of Representative (print)

Floor 1, 457 Upper Edward Street

Brisbane, QLD 4000
Address

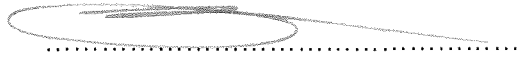
**Signed on behalf of Union (Automotive, Food,
Metals, Engineering, Printing and Kindred
Industries Union known as the Australian
Manufacturing Workers' Union) and by its duly
appointed representative**


.....
Representative Signature

Brian Devlin Ass. State Secretary
A.M.W.U.
.....
Name, Title of Representative (print)


366 Upper Roma Street

Brisbane, QLD 4000


.....
Witness Signature

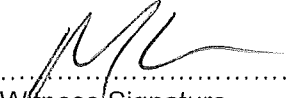
Rebecca Munn, GE P&C
.....
Name, Title of Witness (print)

26.8.2020
.....
Date


.....
Witness Signature

Sebastian Harris
Senior Employer Relations Advisor
.....
Name, Title of Witness (print)

26/8/20
.....
Date

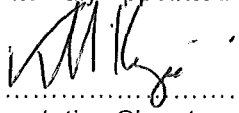

.....
Witness Signature

Ricky Luke State
Organiser
.....
Name, Title of Witness (print)

27.8.2020
.....

Address

Signed on behalf of Union (Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia) and by its duly appointed representative



.....
Representative Signature

Neil McKinnon - Deputy Secretary
.....
Name, Title of Representative (print)

41 Peel Street

South Brisbane, QLD 4101
Address

Signed on behalf of Union (Australian Municipal Administrative, Clerical and Services Union) and by its duly appointed representative

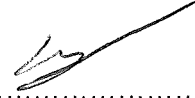

.....
Representative Signature

NEIL HENDERSON SECRETARY
.....
Name, Title of Representative (print)

Ground Floor, 32 Peel Street

South Brisbane, QLD 4101
Address

Date



.....
Witness Signature

*Sebastian Harris
Senior Employee Relations Advisor*
.....
Name, Title of Witness (print)

27/8/20
.....

Date



.....
Witness Signature

DANIEL REEVES HEAD ORGANISER
.....
Name, Title of Witness (print)

27/8/2020
.....

Date

Signed on behalf of Union (Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Plumbing Division, Queensland Divisional Branch) and by its duly appointed representative



.....
Representative Signature

Michael WIECK Assistant state
Name, Title of Representative (print) secretary

41 Peel Street

South Brisbane, QLD 4101
Address



.....
Witness Signature

Sebastian Harris, Senior
Name, Title of Witness (print) Employee Relations Advisor

26-8-20

.....
Date

Fair Work Commission

Queensland Rail

And

The Australian Rail, Tram and Bus Industry Union, Queensland Branch

And

The Australian Municipal, Administrative, Clerical and Services Union

And

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia

And

Automotive, Food, Metals, Engineering, Printed and Kindred Industries Union

And

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Plumbing Division, Queensland Divisional Branch

**AG2020/2563 APPLICATION FOR THE APPROVAL OF THE
QUEENSLAND RAIL ROLLINGSTOCK AND OPERATIONS ENTERPRISE AGREEMENT 2020**

UNDERTAKINGS – Section 190

1. I, Michael Gerard Hawkins, Senior Manager Employee Relations have the authority given to me by Queensland Rail Transit Authority to give the following undertakings with respect to the Queensland Rail Rollingstock and Operations Enterprise Agreement 2020.

NATIONAL EMPLOYMENT STANDARDS

Annual Leave

2. The Applicant recognises the Agreements express annual leave in hours rather than weeks as required by section 87 of the Act.
3. Pursuant to clause 8 of the Agreement and notwithstanding clause 41 of the Agreement, an employee's entitlement to annual leave will be either: 152 hours/four (4) weeks per year of service; 190 hours/five (5) weeks per year of service for shiftworkers; or a proportionate

amount of hours/weeks per year of service for part time employees (according to the employee's ordinary hours of work).

Personal Leave

4. The Applicant recognises the requirement in the Agreement for personal leave substitution on periods of annual leave is inconsistent with section 89(2) of the Act.
5. Pursuant to clause 8 of the Agreement, clause 42.22.2 of this Agreement will not be applied.

Household Member

6. The Applicant recognises the Agreement restricts the definition of "Household Member" in the Glossary when compared with the National Employment Standards.
7. Pursuant to clause 8 of the Agreement, the following definition of "Household Member" is to be applied in lieu of the existing definition, for the purposes of the Agreement:

"Any household member that lives with the employee".

Family and Domestic Violence

8. Notwithstanding clause 51 of the Agreement, pursuant to clause 8 of the Agreement, the Applicant undertakes to adopt the NES provisions as a minimum with respect of Family and Domestic Violence leave.
9. Additionally, the Applicant recognises the Agreement does not include reference to the "Domestic Relationship" definition in the National Employment Standards.
10. Pursuant to clause 8 of the Agreement, "Domestic Relationship" as referred to in clause 51.4 is taken to include a person who is:
 - a. *"A close relative of the employee who may be a member of the employee's immediate family; or*
 - b. *Is related to the employee according to Aboriginal or Torres Strait Islander kinship rules."*

Public Holidays

11. The Applicant recognises the Agreement restricts the ability for an individual employee and employer to agree to substitute a public holiday per section 115(3) of the Act.
12. Pursuant to clause 8 of the Agreement and in respect of clause 53 of the Agreement, public holiday substitution can occur on an individual employee basis, where the employer agrees.

Shiftworkers

13. The Applicant recognises that certain employees engaged under this Agreement may not be classed as "shiftworkers" for the purpose of receiving an additional one week of annual leave, whereas they would be classed as "shiftworkers" under the Rail Industry Award 2020 [MA000015].

13. Pursuant to clause 8 of the Agreement, for the purpose of the additional one week of annual leave provided for in the National Employment Standards at clause 87 of the *Fair Work Act 2009* (Cth), a shiftworker employed under the Agreement is defined as follows:

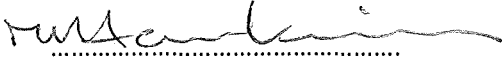
“shiftworker means an employee who is a 7 day shiftworker who is regularly rostered to work on Sundays and public holidays.”

“permanent night shiftworker means an employee who regularly performs permanent night shift work.”

14. The Applicant considers the above undertaking to sufficiently address concerns raised by the Fair Work Commission in considering AG2020/2549 Application for the approval of the Queensland Rail Train Control Enterprise Agreement 2020.
15. Finally, Fair Work Commission’s acceptance of this undertaking under section 190 of the Act will not cause financial detriment to any employee covered by the agreement or result in substantial changes to the agreement.

Signed on behalf of Queensland Rail Transit Authority

by its duly authorised representative



Representative Signature


MICHAEL GERARD HAWKINS
SENIOR MANAGER, EMPLOYEE RELATIONS

Full Name, Title of Representative (print)

305 Edward Street

Brisbane, Qld 4000

Address



Witness Signature

Sebastian Harris
Senior Employee Relations Advisor

Full Name, Title of Witness (print)

10/09/20

Date