



DECISION

Fair Work Act 2009

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

Queensland Rail Transit Authority T/A Queensland Rail
(AG2020/3255)

QUEENSLAND RAIL TRAINCREW ENTERPRISE AGREEMENT 2020

Rail industry

COMMISSIONER SPENCER

BRISBANE, 16 NOVEMBER 2020

Application for approval of the Queensland Rail Traincrew Enterprise Agreement 2020.

[1] An application has been made for approval of an enterprise agreement known as the *Queensland Rail Traincrew 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.

[1] A number of matters were identified, and responses and undertakings sought from the Employer. The Applicant provided an undertaking on 13 November 2020. The views of the Australian Federated Union of Locomotive Employees (the AFULE) and the Australian Rail, Tram and Bus Industry Union (the RTBU) (being bargaining representatives for the Agreement) were sought regarding the undertakings. The AFULE and RTBU advised Chambers that they supported they did not object to the undertakings provided.

[2] 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.

[3] 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.

[4] The AFULE and RTBU 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 AFULE and RTBU.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 23 November 2020. The nominal expiry date of the Agreement is 29 February 2024.



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 Federated Union of Locomotive Employees

**AG2020/3255 APPLICATION FOR THE APPROVAL OF THE
QUEENSLAND RAIL TRAINCREW 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 Traincrew Enterprise Agreement 2020 ("the Agreement").

NATIONAL EMPLOYMENT STANDARDS

Dispute Resolution

2. The Applicant recognises the Agreement at clause 24 does not specifically refer to disputes relating to National Employment Standards and Agreement (s.186(6)).
3. That is, there is no express provision clearly allowing the FWC, or another person who is independent of the employers, employees or employee organisations covered by the Agreement, to settle disputes:
 - a. About any matter arising under the Agreement; and
 - b. In relation to the National Employment Standards.
4. The Applicant notes the existing provision does contain the following statement:

"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, the FWC is authorised to resolve the dispute by arbitration."
5. For clarity, this is intended to allow the FWC to settle disputes about any matter arising under the Agreement.
6. Additionally, the Applicant undertakes to allow the FWC to settle disputes that arise in relation to the National Employment Standards.

Signed on behalf of Queensland Rail Transit Authority

by its duly authorised representative



Representative Signature

MICHAEL HAWKINS

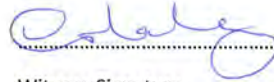


Full Name, Title of Representative (print)

305 Edward Street

Brisbane, Qld 4000

Address



Witness Signature

Dion Marley

Employee Relations Manager

Full Name, Title of Witness (print)

10 November 2020

Date

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

Queensland Rail

Traincrew Enterprise Agreement 2020

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Introduction

1 Title of this agreement

The title of this Agreement is the Queensland Rail Traincrew Enterprise Agreement 2020.

2 Term of this agreement

- 2.1 This Agreement will operate from seven (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 *Fair Work Act 2009* (Cth) (“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 29 February 2024.

4 Application of this agreement

- 4.1 This Agreement covers and applies to Queensland Rail Transit Authority (“the Business”) and all Traincrew employees for whom a rate of pay and classification exists in this Agreement (or any new positions that require Traincrew qualifications, agreed to by the parties during the life of the 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 Act have been met:
- 4.2.1 The Australian Federated Union of Locomotive Employees (“AFULE”);
and
- 4.2.2 The Australian Rail, Tram and Bus Industry Union, Queensland Branch (“RTBU”).

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 business 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 six (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 Act 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 disputes procedure of this agreement.

9.2 Where one of the following policies confers a financial benefit or other entitlement, 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 Discipline Process;

9.2.13 Managing Unsatisfactory Performance.

- 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 purpose of this clause, the term policies should 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 (6) hours (pro-rata for reduced-hours employees) of the full flat rate 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

- 11.4 During the life of the agreement the parties will make their best endeavours to develop and implement strategies to reduce:
 - 11.4.1 Annual leave liability (15%) and long-service leave liability (15%);
 - 11.4.2 Overtime costs (5%); and
 - 11.4.3 Absenteeism (10%).

Health and Safety

12 Occupational health and safety

- 12.1 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.
- 12.2 Workplace Health and Safety representatives will receive health and safety representative training at the Business's expense and represent the workplace as per the consultation provisions of the *Work Health and Safety Act 2011* (Qld) through the relevant local safety forum.

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 six (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 twelve (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.
- 14.3 The Business will monitor modern developments in fatigue management and review its policies accordingly.
- 14.4 On request, employees will be given access to the calculation of fatigue (FAID) scores. Once the technology is available that enables access to "live" fatigue scores, "live" fatigue scores will be made available to employees through the posting of the 82 hour roster.

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 continue the development of a comprehensive Mental Health policy with union consultation.
- 15.3 The Business must engage and implement a program of peer mental health support as part of the policy, within twelve months of the commencement of the Agreement.
- 15.4 It is recognised that the peer support program must be supported by employee representatives for it to be effective. Consequently, the Rail Unions party to this agreement must form part of the team determining the scope of the engagement of a mental health provider.
- 15.5 The Business will consult on the decision associated with the preferred provider.
- 15.6 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

Work restrictions on compassionate grounds/short term medical disability

- 17.1 Where an employee is not able to perform full depot duties, in accordance with the Master Roster, for compassionate reasons or a short term medical disability, they will retain their full flat rate for a period of four (4) weeks.
- 17.2 Where the inability to perform full depot duties as set out above extends beyond four (4) weeks employees will be paid a percentage of the full flat rate applicable to the range of duties they are performing, for all time in excess of four (4) weeks. However, the employee's rate of pay will not be reduced below 75% of their full flat rate.

Work restrictions on permanent medical grounds

- 17.3 Employees who are unable to perform the full duties of their substantive role, due to a permanent medical disability, will be managed in accordance with the applicable policies as amended by the Parties from time to time.
- 17.4 In such cases, the employee will be paid a percentage of the full flat rate applicable to the range of duties they are performing. However, the employee's rate of pay will not be reduced below 75% of their full flat rate.

18 Medical standards and health management

Health Assessments

- 18.1 Where, at the direction of the Business or through the operation of the National Standard for Health Assessment of Rail Safety Workers ("National Standard"), an employee is required to undertake a Health Assessment, the Business will pay the cost of the health assessment up to the "Determination", including the health assessment itself, a stress ECG, the cost of specialists if required, and/or other referred test(s) including:
- 18.1.1 South East Queensland ("SEQ") employees - will be rostered eight (8) hours to attend health assessments, including blood tests, where required;
- 18.1.2 Regional employees - will be rostered eight (8) hours to attend health assessments, including blood tests; and
- 18.1.3 This shall be treated as a rostered shift in both SEQ and Regional and subject to minimum layoff provisions.

- 18.2 Where a Rail Safety Worker is required to attend a National Standards Health Assessment, prior to their periodic health assessment they are to be signed off duty by 20:00 hours.
- 18.3 Fitness for Duty is determined when a qualified health professional, in satisfaction of the National Standard, has determined that the employee is either:
- 18.3.1 Fit for Duty;
 - 18.3.2 Fit for Duty subject to Review;
 - 18.3.3 Fit for Duty subject to Job Modification;
 - 18.3.4 Temporarily Unfit for Duty Subject to Review; or
 - 18.3.5 Permanently Unfit for Duty.
- 18.4 If further tests are required following the assessment, the Business will only be liable to cover the costs of such tests where it is identified that there was no basis for this referral – i.e. there is no apparent underlying condition that should have prompted such referral.
- 18.5 In order to ensure privacy is maintained in relation to the medical files, where an employee seeks to claim such costs in these circumstances, the Chief Occupational Health Physician or suitably qualified nominee will review the case file and make a determination as to whether the referral was justified. The decision of the Chief Health Physician in such matters will be final.
- 18.6 Where it is determined that the referral was not justified, the Business will:
- 18.6.1 Reimburse the employee for the medical costs incurred as a result of the referral; and
 - 18.6.2 Re-credit any leave that has been used as a result of being unable to perform their duties as a result of the referral.
- 18.7 The above provisions do not exclude any obligations arising under the applicable Worker's Compensation legislation.
- 18.8 Where an employee is determined by periodic health assessment to be temporarily unfit for their normal duties and is undertaking suitable alternative duties, the employee will continue to be paid as per their Master Roster or their normal working arrangements, whichever is applicable to their employment, for a period of up to six (6) months or the rate of pay for their substantive classification or the rate of pay for the classification into which they have been temporarily placed, whichever is the more favourable.
- 18.9 Where employees are identified through medical assessments as being temporarily unfit for duty, and medical advice is that this is due to factors under

their control, e.g. weight, the Business will pay costs for approved treatment, to correct the Employee's condition, subject to an approved rehabilitation / return to work plan.

- 18.10 All payments will be subject to the employee's compliance with an approved return to work arrangement.
- 18.11 Where an employee is determined by medical assessments as permanently unfit they will be managed under clause 21 of this Agreement.

Work restrictions on permanent medical grounds - DOO

- 18.12 Drivers in a mainline DOO depot who cannot perform DOO due to a permanent medical restriction, but can perform all other mainline driving, will have their full flat rate reduced by 5%.

Assistance with health-related matters

- 18.13 An employee may appoint a union or other representative to assist in matters relating health assessments, at any time.
- 18.14 The Business will cooperate with the employee and their representative in a manner that expedites the resolution of the matter.

19 Fit for work status

Safety critical workers will be advised of the status of their fit for duty certification within fourteen (14) days of their National Standard Health Assessment.

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 the whole shift during which the injury was received. Payment will be made at the full flat rate applicable to the shift. No payment will be deducted from the employee's sick leave or any other leave balance.

21 Health failure scheme

- 21.1 A health failure scheme is to be made available to employees found permanently unfit to continue employment in their respective classification but fit for employment in another category of work available in the Train Service Delivery section.
- 21.2 The health failure scheme is designed to complement any Health Management processes within the Business.

Relocation of incapacitated employees

- 21.3 Any employee who is deemed unfit to carry out/no longer able to perform the duties of their position, arising from any cause not due to such employee's misconduct will be given work in another Traincrew position where vacant.
- 21.4 Employees placed in a vacant position must be paid at their relinquished classification rate for a period of six (6) months. After the six (6) month period the employee will convert to the pay rate applicable to the position in which they have been placed.
- 21.5 Periodic health assessments will be arranged in accordance with the requirements of the Medical Fitness Standard.
- 21.6 Where the employee is no longer able to perform the duties of their position or the duties of the newly nominated position because of a deterioration of such employee's health, such employee's incapacity will be determined by a nominated medical practitioner/s and, if necessary, supported by advice from other suitable health professionals.

Non-relocation of incapacitated employees

- 21.7 In situations where an employee is unable to meet the relevant medical fitness standard and is unable to be placed in another position, the employee may be offered a separation payment equal to that payable in instances of a redundancy.

22 Trauma leave

- 22.1 Where an employee is involved in a fatal or serious accident or a critical incident which may include a near miss, but not necessarily physically injured in the occurrence, the employee will be required to take a minimum of three (3) consecutive working days' paid trauma leave, exclusive of leisure periods.
- 22.2 If required, medical or other counselling services may be requested by the employee. The employee is to be given a choice of approved medical practitioners and counsellors. Although these services are optional, they are recommended.
- 22.3 Employees will be paid as per posted roster and projected roster including all penalties they would have been entitled.
- 22.4 Employees are to make themselves available for interviews by management after the minimum three (3) days or earlier on approval of the medical practitioner / counsellor or agreement by the employee.
- 22.5 Employees involved in multiple critical incidents within a twelve (12) month period may be referred to the Employee Assistance Program.

Communication and consultation

23 Consultation

Quarterly business consultative forum

- 23.1 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.
- 23.2 For the period to the expiry date of the agreement only, the following will apply:
- 23.2.1 The Parties recognise that there will be consultation around proposed changes arising from new Rollingstock implementation, Cross River Rail, ETCS and other reform projects where a “significant effect” may exist for employees. Any changes to new or increased requirements to depot/locations will occur in the first instance through a voluntary process of affected employees then as per the recruitment and transfer provisions contained within this agreement. No employee will be required to involuntarily transfer from their current depot to another depot.
- 23.2.2 The Parties recognise that there will be consultation around proposed changes arising from the requirements of the creation of new Regional Traincrew depots and/or work requirements where a “significant effect” may exist for employees (this may include impacts on staffing levels at existing depots). No employee will be required to involuntarily transfer from their current depot to another depot.

Local Consultative Committees

- 23.3 Local Consultative Committees (“LCCs”) are established for the Parties to this Agreement to ensure a consultative approach to workplace issues raised by Management, employees or their nominated representative. In line with the Parties’ recognition of the importance of workplace diversity and equity considerations, female employees will be encouraged to nominate for their LCC.
- 23.4 The Parties recognise that it is the LCC’s primary responsibility to address issues through an atmosphere of mutual trust and cooperation. The LCC is chartered to provide feedback regarding workplace issues between the Business, employees or their nominated representative.

- 23.5 The frequency of meetings and attendance numbers will be determined on a depot-by-depot approach by the Parties and reflected in an appropriate "LCC Charter".
- 23.6 For Regional LCCs, the appropriate LCC Charter will include forward planning for infrastructure program and impacts on master rosters.

Consultative meetings

- 23.7 Workplace representatives will be rostered to attend consultative meetings as required.
- 23.8 Representatives will be paid the rate as applicable to the day for actual hours with a minimum of four (4) hours.

Business to notify

- 23.9 Where the Business has either:
- 23.9.1 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
 - 23.9.2 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

- 23.10 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:
- 23.10.1 The timely provision in writing of all relevant information about the change including the nature of the change proposed, the effect the change 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;
 - 23.10.2 Provision of reasonable resources, including work time, for employees to fully participate in the consultation process;

- 23.10.3 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 and any impact it may have on their family or caring responsibilities);
- 23.10.4 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees;
- 23.10.5 Genuine opportunity for the Parties to affect the outcome.
- 23.11 The discussions must commence as early as practicable after a relevant proposal has been developed by the Business.
- 23.12 The Business is not required to disclose confidential or commercially sensitive information to the relevant employees where the disclosure of which would be contrary to the Business's interests.
- 23.13 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.
- 23.14 The implementation date will not be earlier than five (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.
- 23.15 Where a notification under the above subclause has been issued, the Parties will have five (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.
- 23.16 For the purposes of this clause, working day has the same meaning as in the Disputes Procedure.

Representation

- 23.17 Nothing in this clause limits the discretion of a relevant employee to be represented.
- 23.18 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 23.19 If:
 - 23.19.1 A relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - 23.19.2 The employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.

Definition of "proposal"

- 23.20 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"

- 23.21 For the purposes of the consultation clause of this Agreement, "significant effects" include:
- 23.21.1 Termination of employment of employees; or
 - 23.21.2 Major change to the composition, operation or size of the Business's workforce or in the skills required of employees; or
 - 23.21.3 The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 23.21.4 The alteration of hours of work; or
 - 23.21.5 The need to retrain employees; or
 - 23.21.6 The need to relocate employees to another workplace; or
 - 23.21.7 The restructuring of jobs.
- 23.22 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"

- 23.23 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 23.

24 Disputes procedure

- 24.1 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.
- 24.2 The objective of this procedure is the resolution of disputes, or matters that may give rise to a dispute, by measures based on consultation, co-operation and discussion.
- 24.3 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.

- 24.4 A representative may do all the things which the procedure authorises an employee to do.
- 24.5 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.
- 24.6 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 five (5) working 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 five (5) working days from the date of the notice. To avoid doubt, this means the disputed changes will not be implemented until the five (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 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 Act.

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

25 Employment types

- 25.1 Employees will be engaged on a permanent basis. Employees will be engaged to work full-time.
- 25.2 At any stage full time employees may apply to become engaged on a reduced hours or concessional basis pursuant to clauses 28 and 30.
- 25.3 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.
- 25.4 Employees will not be engaged on a fixed term or casual basis.

Work flexibility

- 25.5 The Parties are committed to:
- 25.5.1 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 contained within this agreement and associated position descriptions.
- 25.5.2 Not requiring an employee to perform a task that is outside the employee's competence or to promote de-skilling.

26 Full-time employment

Full-time employees are those who, over the roster cycle, agree to work an average of forty (40) ordinary hours per week, comprised of 38 ordinary hours and 2 hours overtime

27 Flexible Work Arrangements

Requests for Flexible Work Arrangements

- 27.1 Flexible working arrangements 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:
- 27.1.1 Reduced Hours employment;

- 27.1.2 Job Sharing;
- 27.1.3 Concessional arrangements;
- 27.1.4 Transition to retirement.

27.2 In respect of reduced hours employment and concessional arrangements, the following will apply:

Category	CAT A Reduced Hours	CAT B Concessional	CAT C Concessional
Availability	Less than Full Time	Up to and including 160 hours	Up to and including 160 hours
Weekly Limitations	Nil	Monday-Sunday	Monday-Friday
Daily Limitations	Nil	Restricted start/finish times	Restricted start/finish times
Payment	Full Flat Rate	87.5% Full Flat Rate	80% Full Flat Rate

- 27.3 Requests made in accordance with the Fair Work Act 2009 will not be unreasonably refused. Protections include:
- 27.3.1 Is a parent or has responsibility for the care of a child who is school aged or younger;
 - 27.3.2 Is a carer (under the Carer Recognition Act 2010);
 - 27.3.3 Has a disability;
 - 27.3.4 Is 55 or older;
 - 27.3.5 Is experiencing family or domestic violence; or
 - 27.3.6 Provides care or support to a household member or immediate family who requires care and support because of family or domestic violence.
- 27.4 The Business must give the employee a written response to the request within 21 days, stating whether the employer grants or refuses the request.
- 27.5 The Business may only refuse the request on reasonable business grounds and this must be addressed in the employer's written response.
- 27.6 At any stage in the process an employee can request advice or representation from their union.
- 27.7 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.

- 27.8 Where an employee transfers from full time workings to a flexible working arrangement (either concessional or reduced hours), their accrued entitlements will be “preserved” at the full-time rate at the time of transfer. However, all entitlements will accrue at the flexible arrangement rate (where applicable) from the date of transfer.
- 27.9 Where an employee transfers from a flexible working arrangement (either concessional or reduced hours) to full time, their entitlements (hours accrued) will be maintained, but the rate at which their leave is paid, will be at the full-time rate. Their entitlements will accrue at the full-time rate from the date of transfer.
- 27.10 For the purposes of the above two clauses two leave balances will be maintained and the higher rate will be drawn from first, unless agreed otherwise.

28 Reduced hours Employment

Principles of reduced hours employment

- 28.1 Reduced hours employees will be engaged through full-time employees volunteering.
- 28.2 Reduced hours employees are those who work less than full-time hours. Reduced hours employees have no limitations on days or times on which they are available to work and may be rostered accordingly.
- 28.3 The minimum shift for a reduced hours employee is four (4) hours. Where a reduced hours employee works a job card the minimum shift will be six (6) hours which will include a meal break.
- 28.4 Hours of work and number of attendances will be agreed to at the outset and rosters developed.
- 28.5 The minimum Single Leisure Period (“SLP”)/Block Leisure Period (“BLP”) allocation will be the same as full-time employees.
- 28.6 Meal breaks will be as per the meal break clause.
- 28.7 With the exception of reduced hours employees who perform block work or job share, the ordinary hours for reduced hours employees will be between 72 and 159 hours per four week cycle. This does not include leisure periods. Work performed on leisure periods will be paid the appropriate penalty rate.
- 28.8 Time in excess of the agreed hours per four (4) week cycle will be paid at 170% of the employee’s full flat rate. This payment for excess time will be paid at the end of each four (4) week work cycle.
- 28.9 Reduced hours employee numbers will be included in overall depot numbers.

- 28.10 Reduced hours employees rostered to work on more than 26 Saturdays and 18 Sundays in a 12 month period will not receive weekend penalties beyond the 26 Saturdays and 18 Sundays.

29 Job share

- 29.1 Employees who have worked as a full time employee for a minimum of twelve (12) months may opt to work under this arrangement with existing entitlements preserved at the date of the change.
- 29.2 Employees may opt in or opt out to job share one position on the Master Roster.
- 29.3 Where employees opt to job share a position, the two (2) employees will each share a proportion of the full-time entitlements, save for meal breaks and rest pauses.
- 29.4 Where one employee opts out of the job share arrangement, notice will be provided to the other employee and management to allow alternative arrangements to be made for the employees concerned.
- 29.5 Work performed outside the agreed hours will be paid as excess time.

30 Concessional Arrangements

- 30.1 An employee may seek to work under restricted/concessional arrangements for a period of time due to personal factors, in accordance with provisions of the Fair Work Act 2009.
- 30.2 Applications for concessional arrangements will be genuinely considered by the General Manager Train Service Delivery, however, acceptance will be determined against operational requirements at the time.
- 30.3 Any newly approved concessional employee after the commencement of this Agreement may be appointed to Mayne Depot for the period of their concessional arrangements, if unable to be accommodated at their home depot for operational reasons.
- 30.4 For those existing concessional employees at the commencement of the agreement, a review will be conducted by the General Manager Train Service Delivery to determine if an appropriate transition to Mayne Depot or alternative transition out of concessional arrangements is necessary, per the consultation provisions of the Agreement. If an existing concessional arrangement identifies a review date or end date, any transition will not occur before that date.
- 30.5 Hours of work and number of attendances will be agreed to at the outset and rosters developed.

- 30.6 The minimum Single Leisure Period ("SLP")/Block Leisure Period ("BLP") allocation will be the same as full-time employees.
- 30.7 Meal breaks will be as per the meal break clause.
- 30.8 Concessional employees rostered to work on more than 26 Saturdays and 18 Sundays in a 12 month period will not receive weekend penalties beyond the 26 Saturdays and 18 Sundays.

31 Transition to retirement

- 31.1 An employee may elect whether to retire in accordance with this clause or not. In order to retire in accordance with this clause, the employee shall provide the Business with between three (3) and twelve (12) months' notice of retirement and indicate they want to retire in accordance with this clause.
- 31.2 Once an employee nominates to transition to retirement they will agree to a phased in plan with management including but not limited to specific timeframes, hours of work reductions and rostered sign-on and sign-off times, for the period of notice (between three (3) and twelve (12) months). Arrangements may include, for example, reduced hours or block periods of work combined with leave (e.g. four weeks on and 4 weeks off).
- 31.3 During this period the Business will provide the employee with the opportunity to attend a reasonable number of retirement and financial advice programmes within their rostered workings.
- 31.4 The employee shall also be provided with, free of charge and using a doctor nominated by the employee, a comprehensive pre-retirement medical examination.
- 31.5 The phased reduction in rostering times in this clause shall in no way affect the definition of ordinary or actual earnings of that employee for the purpose of any other provision in this Agreement.
- 31.6 The transition to retirement processes described above will not preclude the employee from accessing accrued leave at the end of the process for a period of time. If that leave is taken as long service leave it will not be considered by the Annual leave Committee for the purposes of clause 45.

32 Individual flexibility arrangements

- 32.1 This clause applies to all employees covered by this Agreement.
- 32.2 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.

- 32.3 This 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 Act.
- 32.4 The Business must ensure that any flexibility arrangement made pursuant to this clause:
- 32.4.1 Must be about matters that would be permitted matters if the arrangement was an enterprise agreement; and
- 32.4.2 Must not include a term that would be an unlawful term if the arrangement was an enterprise agreement.
- 32.5 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.
- 32.6 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.
- 32.7 The Business must ensure that the individual flexibility arrangement must be in writing and signed:
- 32.7.1 By the employee and the Business; and
- 32.7.2 If the employee is under eighteen (18) - by a parent or guardian of the employee; and
- 32.7.3 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.
- 32.8 The Business will ensure that a copy of the individual flexibility arrangement is given to the employee within fourteen (14) days of the arrangement being agreed.
- 32.9 Any individual flexibility arrangement may be terminated:
- 32.9.1 On no more than twenty-eight (28) days written notice given by the Business or the employee; or

32.9.2 By the employee and the Business, at any time, if they agree in writing to the termination.

33 Position descriptions

33.1 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.

33.2 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.

33.3 The Business will apply version identification to position descriptions.

33.4 Prior to any non-administrative 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.

33.5 Non-administrative amendments are those which do not fall into the following categories:

33.5.1 Typographical errors;

33.5.2 Formatting of a document;

33.5.3 Change of cost centre;

33.5.4 Change of financial delegation where there is no significant effect;

33.5.5 Change of reporting lines where there is no significant effect;

33.5.6 Change in qualification title or code.

34 Classification review

Employees may request a classification review and then have input into the review.

35 Probation (external appointees only)

35.1 External appointed employees will complete an initial probation period of between three (3) and six (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.

- 35.2 During the probation period the employee's work performance, behaviour and suitability for ongoing employment will be assessed.
- 35.3 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 one (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.
- 35.4 Where agreed, an employee's probation may be extended once only for a period of up to six (6) additional months. However, the total length of a probationary period will not exceed twelve (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 For both Driver and Guard recruitment, union parties to this Agreement will be advised of the outcome of each step in the process and how the Business intends to proceed to the next step.

Driver recruitment

- 36.3 Vacancies will be communicated to Traincrew via the appropriate mechanism (e.g. Traincrew Portal).
- 36.4 A recruitment and transfer process will be undertaken through the following steps:
- Step 1:** Queensland Rail, through consultation with unions, will identify the number of Drivers to be recruited (including projected cessations) for that recruitment exercise including defining the campaign period and offer timeframes.
- Step 2:** Driver transfers will be identified from existing relevant grade within Queensland Rail. If identified numbers for the campaign period are not achieved in Step 2, the business may move to Step 3.
- Step 3:** Trainee Driver roles will be advertised to current qualified Guards. If identified numbers for the campaign period are not achieved in Step 3, the business may move to Step 4.

Step 4: Remaining vacancies will be advertised internally across Queensland Rail. If identified numbers for the campaign period are not achieved in Step 4, the business may move to Step 5.

Step 5: Any remaining identified numbers for the campaign period will be advertised externally.

Guard recruitment

36.5 Vacancies will be communicated to Traincrew via the appropriate mechanism (e.g. Traincrew Portal).

36.6 A recruitment and transfer process will be undertaken through the following steps:

Step 1: Queensland Rail, through consultation with unions, will identify the number of Guards to be recruited (including projected cessations) for that recruitment exercise including defining the campaign period and offer timeframes.

Step 2: Guard transfers will be identified from existing relevant grade within Queensland Rail. If identified numbers for the campaign period are not achieved in Step 2, the business may move to Step 3.

Step 3: Trainee Guard roles will be advertised internally across Queensland Rail. If identified numbers for the campaign period are not achieved in Step 3, the business may move to Step 4.

Step 4: Any remaining identified numbers for the campaign period will be advertised externally.

Transfers

36.7 Transfers will be filled through the highest accumulation of transfer points. A transfer point is accumulated for every year (or part thereof) in the relevant grade with continuous service in the Business. In situations where points are of equal value the following additional ordered criteria will be used:

- (i) length of continuous Service in Traincrew in the Business and its former entities;
- (ii) length of Service in the Business and its former entities;
- (iii) sequence of service number.

36.8 For the purposes of the Vacancies clause the “relevant grade” means:

- Driver / Tutor Driver / Driver in Charge / Train Operations Inspector;

- Guard / Tutor Guard / Train Operations Guard.

- 36.9 For the purposes of this clause only, “continuous service in the business” comprises an employee’s unbroken service with the Queensland Rail Transit Authority and previous related entities, excluding service with Aurizon P/L (post 2013).
- 36.10 Employees who are externally appointed to a Regional depot or appointed to a Trainee Driver position in a Regional depot, and are appointed after the commencement of the Agreement, are required to perform three (3) years’ service at that location (from date of commencement of the trainee Driver’s school) prior to being eligible to move to another location. An employee may apply for another position two and a half (2.5) years after having commenced the trainee Driver’s school.
- 36.11 Internal Driver transfers appointed to a Regional depot are required to perform eighteen (18) months’ service at that location (from date of take-up in the depot) prior to being eligible to move to another location. An employee may apply for another position twelve (12) months after having taken up at the depot.

Mandatory experience

- 36.12 The following experience is mandatory in order to be eligible to be appointed to the following positions:
- 36.12.1 Tutor Guard – three years’ experience in a Guard position;
 - 36.12.2 Tutor Driver – three years’ experience in a Driver position;
 - 36.12.3 Driver In Charge – five years’ experience in a Driver position;
 - 36.12.4 Train Operations Inspector – five years’ experience in a Driver position;
 - 36.12.5 Train Operations Guard – five years’ experience in a Guard position.
- 36.13 In addition to the experience, a current qualification needs to be held for that position (i.e. a Tutor Guard applicant needs to hold a current Guard qualification).

Reversion to former position

- 36.14 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 (including reversion to their former depot) 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 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 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.

- 38.3 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.
- 38.4 There will be no forced redundancies and no forced relocation.
- 38.5 This clause does not apply to any termination of employment for poor performance or misconduct.
- 38.6 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 Act 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;
- 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 During the probation period, the employee's employment may be terminated by the Business providing one (1) week's written notice or by the Business making payment of one (1) week's pay in lieu of notice.
- 40.2 The Business may terminate the employment of any permanent 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

- 40.3 If, at the time of termination, the employee is over 45 years of age and has two (2) or more years' continuous service, the employee will be given an additional week's notice.
- 40.4 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.
- 40.5 The above notice provisions will not apply where the employee is summarily dismissed.

Notice by employees

- 40.6 Permanent employees must give two (2) weeks' notice to terminate their employment.
- 40.7 Employees who do not provide two (2) weeks' notice will forfeit pay in lieu of notice not provided.

Payments due on termination

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

Exclusion from duty

- 40.10 Employees who are excluded from duties in accordance with the Performance Management Framework will be paid as per the current posted roster and then as per master roster at the full flat rate.

41 Statement of employment

- 41.1 Immediately upon leaving employment the Business shall provide to such employee a written statement specifying the period of employment, the classification and type of work. A reason for termination will also be provided if applicable and requested by the employee.
- 41.2 Once the technology is available, any new Human Resources Information System will incorporate the ability for training and competencies to be included in the Statement of Employment.

42 Higher grade

- 42.1 An employee working in a higher grade position will receive payments per the position worked in the roster.
- 42.2 A South East Queensland employee working in a regional position will receive the rate of pay and conditions applicable to the location and grade.

Higher grade and leave payments

- 42.3 Employees do not accrue annual leave and/or personal/carer's 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.
- 42.4 Employees who have previously accrued annual leave and/or leave for own illness/injury (now personal/carer's leave) at a higher grade rate will continue to draw on those higher grade accruals until the accruals are exhausted or no longer relevant.
- 42.5 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.
- 42.6 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

43 Short term leave

43.1 For the purposes of this clause, "short term leave" means any approved paid leave (in accordance with this Agreement) of four (4) consecutive shifts or less in duration. To avoid doubt, shifts will be deemed consecutive even when broken by a designated leisure day.

43.2 Employees who take short term leave will be debited leave accruals as per the length of shift in the posted roster up to a maximum of eight (8) hours per shift. Employees who take short term leave beyond the posted roster will be paid in accordance with the Master Roster up to a maximum of eight (8) hours. These hours of leave will be deducted from the employee's accrued leave where applicable.

EXAMPLE 1 – Beyond posted roster

When an employee's Master Roster was for a shift duration of six (6) hours and the employee has pre-approved leave for that shift (one (1) day in duration), the employee's annual leave accruals will be debited by six (6) hours and six (6) hours will be credited to their work cycle.

EXAMPLE 2 – AFD or Available on dated rosters/Master Roster

The depot shift average will be credited to the work cycle for these days. The employee's leave accruals will be debited by this depot shift average to the maximum of eight (8) hours.

44 Long term leave

For the purposes of this clause, "long term leave" means Annual Leave or Long Service Leave (unrelated to a Transition to Retirement arrangement) of more than four (4) consecutive shifts. For each day taken eight (8) hours will be deducted from the relevant leave balance and employees will have eight (8) hours credited to cycle time for every calendar day that is allocated a work day in the Master Roster. No more than eighty (80) hours will be debited from relevant leave balances and credited to cycle time in any fortnightly pay cycle.

45 Leave Approval Processes

Long term leave approvals

45.1 In August each year, the Annual Leave Committee as nominated by the unions will approve long term leave requests for the following calendar year. This process will be completed prior to October. In doing so:

- 45.1.1 The Annual Leave Committee will take into consideration operational needs when developing long term leave rosters for all employees;
- 45.1.2 The Annual Leave Committee will approve long term leave requests up to a maximum fifteen percent (15%) threshold of employees in each classification across either SEQ or depot-by-depot in Regional.
- 45.2 The Annual Leave Committee long term leave roster will be reviewed:
 - 45.2.1 Post Easter;
 - 45.2.2 Post June/July School Holidays.
- 45.3 Outside the Annual Leave Committee roster creation process and upon giving a minimum four (4) weeks' notice, an employee will be granted long term leave requests by the Senior Manager Allocation and Planning, to the maximum 15% allocation. Beyond the 15% allocation or where four (4) weeks' notice has not been provided, an employee's particular circumstances will be considered on a case by case basis by the Senior Manager Allocation and Planning, however operational requirements will prevail.
- 45.4 While a long term annual leave request might be approved in Employee Self Service ("ESS") it is not formally approved until it is endorsed.
- 45.5 The process for approving long term leave will be reviewed once any new technology is introduced to ensure the process is optimised.
- 45.6 Employees will not be rostered into leave periods, unless by agreement.

Short term leave approvals

- 45.7 Short term leave beyond the 15% may be granted by the Senior Manager Allocation and Planning, where business needs are met.
- 45.8 Employees will not be rostered into leave periods, unless by agreement.

46 Annual leave

- 46.1 Permanent full-time employees accrue five (5) weeks' (200 hours) annual leave per complete year of service. This leave is intended to meet the requirements of the NES in respect of shiftworkers. Accruals are credited at least fortnightly.

Rate of pay for annual leave

- 46.2 Employees will be paid annual leave at the full flat rate of pay received by the employee immediately before taking annual leave subject to any applicable higher grade payments.

- 46.3 Annual leave loading will not be paid to employees as this loading is incorporated into the penalty allowance and the full flat rate.

Excess annual leave

- 46.4 Where an employee has more than two (2) 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 excess balance (more than two (2) years accrual) on each occasion. Where such a direction is made the employee will be given at least fourteen (14) days' notice of the commencement of the annual leave.

Donating annual leave

- 46.5 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.
- 46.6 In such situations an employee can voluntarily elect to donate any annual leave (and leave loading) they have accrued in excess of 160 hours to the specific employee or their family.
- 46.7 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

- 46.8 Employees with twelve (12) months' service may apply to cash out a portion of their accrued annual leave subject to the following conditions:
- 46.8.1 The application is in writing.
 - 46.8.2 The employee retains a balance of 160 hours after cashing out a portion of their accrued annual leave.
 - 46.8.3 The application is made at a time/s each year designated by the Business (minimum of twice per year) 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.
- 46.9 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.
- 46.10 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

- 46.11 Employees, who become ill during a period of annual leave, may claim personal leave in lieu of annual leave subject to the following conditions:
- 46.11.1 The employee's supervisor is promptly notified of the circumstances during the period of the illness and the approximate duration of the illness;
 - 46.11.2 Evidence consistent with the evidence requirements of the Personal/Carer's clause of the illness is supplied.
- 46.12 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).

Reduced Working Year Scheme

- 46.13 The business is committed to assisting employees to balance work and life by providing a range of flexible work options, including a reduced working year scheme.
- 46.14 The reduced working year scheme will enable an employee to have an amount deducted from their ordinary wages for the purposes of purchasing additional leave.
- 46.15 To be eligible for the scheme, employees must have at least twelve (12) months continuous service and must not have excessive annual and long service leave accruals.
- 46.16 The minimum amount of additional leave which may be purchased is one (1) week.
- 46.17 Amounts deducted will be withheld by the business and paid at a time when the employee takes the additional leave. Purchased leave is in addition to all leave entitlements provided for in this Agreement.
- 46.18 Criteria for the scheme (including eligibility, deduction, leave and payment arrangements) are outlined in the relevant policy.

47 Long service leave

Entitlement to long service leave

- 47.1 Permanent full-time employees are entitled to 364 hours of long service leave on completion of seven (7) years continuous service.
- 47.2 For any continuous service beyond seven (7) years, employees will accrue long service leave at the rate of 52 hours per year.

Rate of pay for long service leave

- 47.3 Leave accrued up to and including 7 July 2009 will be considered “preserved” and paid for at the base rate applicable at the time of taking leave. Leave accrued from 8 July 2009 will be paid at the full flat rate applicable at the time of taking leave.
- 47.4 Leave accrued after 8 July 2009 will be drawn on first.
- 47.5 Penalty payment days - Where a public holiday as defined in clause 58.1 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

- 47.6 Employees with seven (7) or more years of service may apply to cash out a portion of their accrued long service leave under the following conditions:
- 47.6.1 The application is in writing.
- 47.6.2 Employees must have at least 160 hours of long service leave remaining after they have cashed out a portion of their long service leave.
- 47.7 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.
- 47.8 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.
- 47.9 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.
- 47.10 Employees who cash out long service leave will have that amount of leave deducted from their balance.

Salary sacrificing long service leave to superannuation

- 47.11 At a time/s each year designated by the Business, employees with seven (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:
- 47.11.1 The application is in writing.
- 47.11.2 Employees must have at least 160 hours of accrued long service leave at the time of making the application.

47.12 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.

47.13 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

47.14 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:

47.14.1 The employee's supervisor is promptly notified of the circumstances during the period of the illness and the approximate duration of the illness;

47.14.2 The period of illness exceeds five (5) days on which the employee would have worked but for the absence on long service leave; and

47.14.3 Evidence consistent with the evidence requirements of the Personal/Carer's clause of illness is supplied.

47.15 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.

48 Personal / carer's leave

Entitlement

48.1 Permanent full-time employees accrue personal/carer's leave at the rate of ten (10) days (80 hours) per year.

48.2 Accruals shall be credited at least fortnightly.

48.3 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

48.4 An employee may take paid personal/carer's leave if the leave is taken:

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

48.4.2 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.

48.5 Hours of personal/carer's leave taken by an employee will be deducted from the employee's accruals.

EXAMPLE 1 – Posted roster hours

Where on a particular day an employee was rostered on for six (6) hours and the employee notifies the Business they will be absent for that shift (one (1) day in duration) due to personal sickness, the employee's sick leave accruals will be debited by six (6) hours and six (6) hours will be credited to their work cycle.

48.6 Unused personal/carer's leave will not be paid out upon termination of employment.

48.7 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/carer's leave will continue to accrue for the duration of the employee's absence on such leave.

Notice of absence

48.8 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/carer's leave. Wherever possible, employees will advise the expected duration of the absence. Employees will provide advance notice wherever possible.

48.9 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

48.10 An employee is entitled to two (2) days (16 hours) 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

48.11 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.

48.12 An employee may take unpaid carer's leave for a permissible occasion as:

- 48.12.1 A single continuous period of up to two (2) days; or

- 48.12.2 Any separate periods to which the employee and the Business agree.
- 48.13 An employee cannot take unpaid carer's leave if the employee could instead take paid personal/carer's leave.

Evidence requirements

- 48.14 An employee must provide evidence for absences due to personal/carer's leave which exceed two (2) consecutive working days.
- 48.15 An exception will apply when:
 - 48.15.1 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 reasons for the absences, they can be directed (for a maximum period of six (6) months) to provide evidence for all absences; or
 - 48.15.2 The Business has waived the requirement to provide evidence in areas where access to medical practitioners is restricted or difficult.
- 48.16 Employees will provide evidence for planned medical appointments before the appointment if required by the supervisor.
- 48.17 Acceptable forms of evidence:
 - 48.17.1 Of the employee's personal illness/injury will be a medical certificate from a relevant registered health practitioner;
 - 48.17.2 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;
 - 48.17.3 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.
- 48.18 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.
- 48.19 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.
- 48.20 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 two (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

- 48.21 Employees will be paid for each ordinary hour of paid personal/carer's leave at the full flat rate of pay (or other agreed rate as specified elsewhere in this Agreement) received by the employee immediately before taking such leave.
- 48.22 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.

Process

- 48.23 Employees reporting sick or unavailable will be immediately taken from all workings for the remaining period of the posted roster unless the period of absence is specified.
- 48.24 If clear advice of next availability can be given, employees will retain their rostered working in the posted roster.
- 48.25 To enable the posted rosters being developed to be completed, an absent employee must report "available" by 1100 hours prior to the posting of the next dated roster.
- 48.26 If an employee reports back after 1100 hours they will be shown as either:
- 48.26.1 SEQ - AFD for the period until the roster is next prepared and posted and must accept any work offered during that period even if such working makes them unavailable for their next Master Roster working
 - 48.26.2 Regional – Stand By pursuant to clause 95.
- 48.27 Employees who unreasonably refuse to accept any other working will have their guaranteed cycle hours reduced by the extent of the shift which they have declined to work.

When Personal Leave is Exhausted

- 48.28 Where Business requirements permit, 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.

49 Leave on tuckerbox jobs

- 49.1 Employees will be deemed unavailable for the entire rostered job (forward and return journey), when reporting sick prior to the commencement of a Tuckerbox job. Employees who take short term leave on tuckerbox jobs will be credited for the hours rostered to work according to the posted roster up to a maximum of eight (8) hours. These hours of leave, up to eight (8) hours, will be deducted from the employee's accrued leave where applicable.
- 49.2 In the event the employee reports back for duty, on or before the day of the return journey, only the hours of the forward journey shift will be debited from the appropriate leave balance. The hours worked will be credited to their work cycle.

50 Compassionate leave

- 50.1 Employees are entitled to two (2) days' (sixteen (16) hours) 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.
- 50.2 Employees will be paid compassionate leave at the full flat rate of pay (or other agreed rate as specified elsewhere in this Agreement) received by the employee immediately before taking compassionate leave.
- 50.3 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.

51 Bereavement leave

- 51.1 Employees are entitled to three (3) days' (twenty-four (24) hours) paid bereavement leave (on each occasion) when an immediate family/household member dies.
- 51.2 Employees will be paid bereavement leave at the full flat rate of pay (or other agreed rate as specified elsewhere in this Agreement) received by the employee immediately before taking bereavement leave.
- 51.3 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.

52 Jury service leave

- 52.1 Employees who are selected and required to attend court for jury service will be paid as per the master roster at the full flat rate of pay (or other agreed rate as

specified elsewhere in this Agreement) the employee would have received for the hours the employee would have worked if the employee was not on jury service leave.

- 52.2 Employees who are selected but not required to attend court for jury service will be paid as per the projected roster at the full flat rate of pay (or other agreed rate as specified elsewhere in this Agreement) the employee would have received for the hours the employee would have worked if the employee was not on jury service leave.
- 52.3 Where the Business has paid an employee while on jury service, any payments the employee receives from the Sheriff's Office with respect to the jury service must be paid to the Business via a payroll deduction. Employees must co-operate with the Business and complete any required paperwork to ensure this occurs.

53 Military leave

- 53.1 Employees (except casuals) who are members of the Australian Defence Force Reserves, who take approved military leave may apply to access up to thirty two (32) calendar days of military leave (including Saturdays, Sundays and public holidays) per financial year.
- 53.2 However, employees will only be paid for days they would have ordinarily worked and only for ordinary rostered hours.
- 53.3 Employees will be paid military leave at the full flat rate of their substantive position if applicable.
- 53.4 Where an employee supplies two (2) or more training notices for periods of continuous defence service and the breaks between the training periods are SLPs/BLPs, Saturdays, Sundays or Public Holidays then these days are to be included in the thirty two (32) calendar days military leave.

54 Parental and adoption leave

- 54.1 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.
- 54.2 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:
- 54.2.1 Statutory entitlement to parental leave;
 - 54.2.2 the Business's parental leave policy; and

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

54.3 Additionally, the Business will provide paid leave at the employee's full flat rate to employees with twelve (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 Parental 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 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	Unpaid leave (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.

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

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

55 Aboriginal and Torres Strait Islander cultural leave

Aboriginal and Torres Strait Islander employees are entitled to five (5) days unpaid cultural leave per calendar year to attend ceremonies related to their Aboriginal and/or Torres Strait Islander culture. Additional unpaid leave may be applied for associated travel purposes.

56 Domestic or family violence

56.1 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

- 56.2 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.
- 56.3 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.
- 56.4 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. A domestic relationship also includes a person who is related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

Entitlement to special leave with pay

- 56.5 An employee who is currently experiencing domestic/family violence is entitled to access special leave with pay, payable at the full flat rate, in order to attend medical appointments, legal proceedings and other activities related to domestic/family violence.
- 56.6 The amount of paid leave provided is at the discretion of the Chief Human Resources Officer 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:

- 56.6.1 The stated purpose of the leave;
 - 56.6.2 The amount of leave required; and
 - 56.6.3 Whether the purpose and amount of leave is reasonable having regard to the employee's personal circumstances.
- 56.7 Notwithstanding the above, any approvals will be, at a minimum consistent with the National Employment Standards.
- 56.8 Qualifying periods will not apply.
- 56.9 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.
- 56.10 This special leave is paid at the employee's full flat rate.
- 56.11 The employee does not have to use other leave entitlements before accessing special leave with pay.
- 56.12 Proof of domestic and/or family violence may be required by the Chief Human Resources Officer 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

- 56.13 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.
- 56.14 An employee who is currently experiencing domestic/family violence is entitled to request a reasonable adjustment to working arrangements and practices.
- 56.15 Information disclosed by an employee in relation to domestic and/or family violence will be kept confidential except to the extent that disclosure is required or permitted by law.
- 56.16 A dispute arising over any of the terms of this Agreement is subject to the dispute resolution process found within this Agreement.

57 Other leave types

Leave entitlements provided for in policy will be payable at the full flat rate.

58 Public holidays

Applicable public holidays

58.1 The following public holidays and associated payments will apply:

- (i) New Year's Eve (31 December) – from midday to midnight
- (ii) New Year's Day (1 January)
- (iii) Australia day (26 January)
- (iv) Good Friday
- (v) Easter Saturday
- (vi) Easter Sunday
- (vii) Easter Monday
- (viii) Anzac Day (25 April)
- (ix) Labour Day
- (x) Queen's Birthday
- (xi) Christmas Eve (24 December) 6.00pm to midnight
- (xii) Christmas Day (25 December)
- (xiii) Boxing Day (26 December)
- (xiv) Show holidays or equivalent

or

- (xv) any such day appointed under the Holidays Act 1983 (Qld), to be kept in place of any such holiday (i.e. a gazetted public holiday).

Nominating a show holiday

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

Payment for public holidays

58.3 Payment for working public holidays (as defined in clause 58.1) and shifts commencing on New Year's Eve post midday, with the exception of Labour Day:

- 58.3.1 In the case of ordinary hours, Employees will have all time worked credited to their work cycle and receive an additional payment of 50% of the full flat rate for all time worked. This payment will be made in the fortnight during which the hours are worked.

58.3.2 In the case of hours worked on a nominated leisure period, Employees will be paid for all hours worked on the designated leisure period at 175% of the full flat rate. The hours worked on the nominated leisure period will be a stand-alone payment and not credited to the employee's work cycle.

58.4 If the period during which an employee takes paid 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 leave on that public holiday.

Payment for working Labour Day public holiday

58.5 In the case of ordinary hours, Employees will have all time worked credited to their work cycle and receive an additional payment of 150% of the full flat rate. This payment will be made in the fortnight during which the hours are worked.

58.6 Hours worked on Labour Day which is also an employee's nominated leisure period will be paid at 250% of the full flat rate. The hours worked on the nominated leisure period will be a stand-alone payment and not be credited to the employee's work cycle.

Number of staff required on public holidays

58.7 Once the technology is available, public holiday rostering practices will be reviewed in an effort to reduce the number of staff required to work on those days.

58.8 Training may be performed on public holidays where mutually agreed.

58.9 Public holiday rosters will reflect the workings of the timetable applied for that day to ensure "as required" designations are minimised.

59 Union encouragement

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 (at the full flat rate) 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.

Industrial relations education leave

- 59.6 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.
- 59.7 This clause does not apply to probationary employees.
- 59.8 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).
- 59.9 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.
- 59.10 Payment for leave pursuant to this clause shall be at the employee's full flat rate of pay (or other agreed rate as specified elsewhere in the Agreement).
- 59.11 Where an approved course extends beyond five (5) working days, the Chief Executive (or delegated authority) may approve the period of leave for training to be extended to cover ten (10) working days to cover two (2) calendar years.
- 59.12 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

60 Contractors

Secure jobs commitment

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

Scope

60.2 This clause applies to contracts entered into on or after the date of approval of the Agreement by the FWC and applies to all work covered by the Agreement that could be contracted out by any part of the Business on or after that date.

60.3 This clause does not apply to contracts or arrangements for major construction projects or similar work already in the market or awarded as at the date of approval of the Agreement by the FWC. Existing contracts are addressed under a separate Memorandum of Understanding.

Principles

60.4 The Parties acknowledge 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.

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

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

60.7 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.

60.8 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.

60.9 Where the use of contractors is the result of an ongoing need for a particular skill/s and employees of the Business 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

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

Contractor's Review Committee

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

Contractors Review Committee Operation

- 60.15 The Contracting Planning Document will detail all relevant information, including:
 - 60.15.1 Why contracting is being considered;
 - 60.15.2 The amount & type of work planned to be contracted;
 - 60.15.3 Which contractors are likely to be capable of undertaking the work;
 - 60.15.4 When the contracting would commence; and
 - 60.15.5 The duration of the potential contracting.
- 60.16 The Contracting Planning Document will be updated continuously by the Business, providing at least twelve (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.

- 60.17 Any contracting out proposals provided to the Contractors Review Committee will be addressed in accordance with the following process:
- 60.17.1 The Business will explain within a committee meeting the basis for considering using contractors in regards to each separate proposal;
 - 60.17.2 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;
 - 60.17.3 Alternative options may include, but are not limited to, the use of fixed term contracts or the use of volunteers from the existing workforce;
 - 60.17.4 At the next meeting, discussion will occur concerning any alternative options that have been put forward;
 - 60.17.5 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;
 - 60.17.6 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;
 - 60.17.7 Once a definite decision has been made, as per clause 60.17.5 above, the Parties have five (5) working days to initiate a dispute at step 3 of the dispute settlement procedure. This process will not be used unreasonably.
- 60.18 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

- 60.19 As standard contract provisions, the Business requires all contractors and their employees to comply with:
- 60.19.1 All relevant safety, workers' compensation, superannuation and workplace relations legislation and applicable statutory and/or industrial instrument;
 - 60.19.2 Safe working practices and associated PPE and test equipment equivalent to that used by employees;
 - 60.19.3 Relevant training requirements;
 - 60.19.4 All relevant licensing and registration requirements;

- 60.19.5 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;
 - 60.19.6 All occupational health and safety, workers' compensation and applicable quality assurance standards; and
 - 60.19.7 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.
- 60.20 To ensure compliance, contractors or labour hire firms will be required to report on the above to the Business at intervals prescribed in the contract and not less than three (3) monthly or as mutually agreed by the Parties.
- 60.21 Nothing in this clause requires the Business to disclose information where doing so would breach the Business's legal obligations.

Alternative Arrangements

- 60.22 The parties may agree to alternative processes to those contained within clause 60. Such agreement will be captured via meeting minutes of the Contractors Review Committee.

Remuneration

61 Wages

61.1 The Business commits to paying the full flat rates set out in Schedule 2 of this Agreement. The relevant rates of pay will be increased as follows:

Date	% Wage Increase
1 September 2021	3.0%
1 March 2022	3.0%
1 September 2022	3.0%
1 September 2023	1.5%

61.2 Additionally, \$47.91 per fortnight will be paid for a period of 12 months from 1 September 2020 as a “disruption payment” for all employees.

61.3 An employee will not be covered by the Agreement if their employment ceases or ceased prior to the operative date of the Agreement. This means an individual who is not employed by the Business on the operative date of this Agreement will not be entitled to any wage or other payments (e.g. back pay) provided for in this Agreement for work performed prior to the operative date.

Wage increases schedule

61.4 Schedule 2 contains rates of pay as adjusted in accordance with clause 61.1.

Salary packaging

61.5 Employees may salary package pursuant to Schedule 6 under the following rules:

61.5.1 There is to be no cost to the Business or the Queensland Government either directly or indirectly. The fringe benefits tax (“FBT”) debts and recovery policy is found in Schedule 6;

61.5.2 The costs for administering the package, including FBT, will be passed to employees as part of their salary package;

61.5.3 There must be no additional increases in superannuation costs or to FBT payments made by the Business or Government;

- 61.5.4 Increases or variations in taxation that arise from salary packaging arrangements are passed to employees as part of their salary package;
- 61.5.5 There will be no significant additional workload or other recurring costs to the Business or Government;
- 61.5.6 The salary packaging arrangements will be managed through contracted companies which would provide a bureau service. Bureau service providers are to be contracted through the appropriate Business or State Purchasing Policy arrangement;
- 61.5.7 The management and administrative costs charged by the bureau service are to be recovered from the participating employee.

62 Superannuation

- 62.1 The Business will pay:
 - 62.1.1 For employees in the comprehensive accumulation category of QSuper the greater of 12.75% of the full flat rate or the percentage prescribed in the Superannuation Guarantee (Administrative) Act 1992 (Cth) of the ordinary time earnings of the employee (as that term is defined in section 27A of the Superannuation (State Public Sector) Deed 1990); provided the employee contributes a minimum of 2% and up to 5% of the base rate.
 - 62.1.2 For employees in the defined benefit category of QSuper the greater of 12.75% of the full flat rate or the percentage prescribed in the Superannuation Guarantee (Administrative) Act 1992 (Cth) of the ordinary time earnings of the employee (as that term is defined in section 27A of the Superannuation (State Public Sector) Deed 1990), provided the employee contributes a minimum of 2% and up to 5% of the base rate, or such other amount, that when combined with the investment returns from QSuper, is sufficient to pay the defined benefits described in the Superannuation (State Public Sector) Deed 1990.
 - 62.1.3 For employees in the non-contributory accumulation category of QSuper (i.e. Rail Super), the greater of 12.75% of the full flat rate or the percentage prescribed in the Superannuation Guarantee (Administrative) Act 1992 (Cth) of the ordinary time earnings of the employee (as that term is defined in section 27A of the Superannuation (State Public Sector) Deed 1990).
- 62.2 All Business and employee contributions will be paid into QSuper.

- 62.3 Employee members of the comprehensive accumulation category and defined benefit category have the option of salary sacrificing their superannuation contributions.
- 62.4 Notwithstanding the level of contributions paid by the Business:
- 62.4.1 For employees in the comprehensive accumulation category of QSuper, the employee's base rate (only) will continue to be treated as the amount of the employee's fixed remuneration or salary for the purposes of the accumulation category; and
- 62.4.2 For employees in the defined benefit category of QSuper, the employee's base rate (only) will continue to be treated as the amount of the employee's permanent or annual review date salary for the purposes of the defined benefit scheme.
- 62.5 An employee in QSuper comprehensive accumulation or defined benefit accounts is entitled to make contributions of between 2 and 5% of the base rate. This will not impact the level of contributions that the Business makes.
- 62.6 The level of contributions a defined benefit employee makes will however impact the multiple growth of their defined benefit. Any contributions made by the Business in respect of employees in the defined benefit category will be dealt with by QSuper as follows with the following impact on the employee's multiple growth:

Employee Cont.	Business cont. (On Full Flat Rate)	% of Business base rate cont. treated as Defined Benefit cont.	% of Business base rate cont. treated as voluntary Business cont. and credited to an Accumulation Account (AC)	% of Business base rate cont. over and above base rate cont. deemed voluntary Business cont. and credited to an AC	Multiple Growth per annum
2%	12.75%	9.75%	3.0%	3.0%	0.135%
3%	12.75%	10.75%	2.0%	2.0%	0.160%
4%	12.75%	11.75%	1.0%	1.0%	0.185%
5%	12.75%	12.75%	0.0%	0.0%	0.210%

- 62.7 In addition to the benefits that these contributions fund employee members of the non-contributory accumulation category with service at 1 February 1995, who subsequently retire with 10 or more years' service and who have not joined either the QSuper comprehensive accumulation category or defined benefit category, will be entitled to a retirement allowance to be funded by the Business 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

62.8 Eligible employees will receive pro-rata retirement allowance for continuous service less than 15 years based on the proportion of three (3) months' pay. Eligible employees will receive pro-rata retirement allowance for part years of continuous service between 15 and 45 years (maximum).

62.9 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.

63 Payment of wages/salary

All employees will have their remuneration paid fortnightly into a nominated financial institution no later than Wednesday, save for circumstances outside the Business's control.

64 Time and wages record

64.1 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:

- 64.1.1 The employee's classification;
- 64.1.2 The Business's full name and address;
- 64.1.3 The name of the Agreement under which the employee is employed;
- 64.1.4 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;
- 64.1.5 The wage rate for each week, day, or hour at which the employee is paid;
- 64.1.6 Whether the employee's employment is permanent, fixed-term or casual;
- 64.1.7 The gross and net wages paid to the employee;

- 64.1.8 Details of any deductions made from the wages;
 - 64.1.9 Contributions made by the Business to a superannuation fund;
 - 64.1.10 The period to which payment relates;
 - 64.1.11 The employee's date of birth;
 - 64.1.12 Details of accrued sick leave and sick leave payments to the employee;
 - 64.1.13 The date the employee was paid;
 - 64.1.14 The date when the employee commenced employment;
 - 64.1.15 If appropriate, the date when the employee ends employment with the Business;
 - 64.1.16 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.
- 64.2 The Business will keep the time and wages record for seven (7) years.
- 64.3 The Business will provide an employee with a copy of this file upon request and within five (5) week days (Monday - Friday) of the request being made.

65 Required efficiencies

- 65.1 The Parties recognise the payment of the rates of pay outlined above is in return for key efficiency initiatives within the Agreement including but not limited to:

SEQ

- 65.2 The parties progressing effective and sustainable solutions for future network service design/s across the SEQ Network in readiness for Cross River Rail and Infrastructure upgrades including ETCS over the life of the Agreement. These solutions may include:
- optimisation of depot locations and number, including whether new depots are necessary (for example Wulkuraka, Elimbah, Exhibition, Boggo Road, Park Road, Dutton Park, Woombye, Banyo and Clapham);
 - cessation of full network training activities as necessary.
- 65.3 The Business's entitlement to introduce new timetables / rosters / job cards during the life of the Agreement;

- 65.4 Efficiencies and savings generated through the Master Roster and job card creation process;
- 65.5 Specified principles of job card workings as provided in the Master Roster creation process;
- 65.6 Conversion for SEQ only of Available for Duty AM (“AFA”) / Available for Duty PM (“AFP”) to Available for Duty (“AFD”) when creating the 82 hour roster upon agreement with the affected employee (with the exception of New Year’s Eve (“NYE”) and Riverfire where conversion may be automatic). Any conversions will not impact on the employee’s next master roster diagram working.
- 65.7 Creation of “special event” job cards for the following days:
- Brisbane Exhibition (EKKA) Show Holiday;
 - Riverfire;
 - New Year’s Eve.

Regional

- 65.8 The parties progressing effective and sustainable solutions for future network service design/s across the Regional Network, existing and future workings and resources.
- 65.9 The parties will develop an agreed program for review and commence work in the first six months of the Agreement. The review will include:
- workings to consider depots working beyond existing boundaries (for emergency relief and/or recovery purposes only);
 - appropriate full time and reduced hours employment mix;
 - benefits of reduced hours engagement outside transfer;
 - optimal Summer and Winter diagrams for Western locations;
 - accommodating work trains through a specific set of workings/resources;
 - future depot locations.
- 65.10 In return for the above:
- 65.10.1 Clause 36.10 and 36.11 will be applied (minimum time at Regional depots);
- 65.10.2 A fortnightly Regional Retention and Productivity payment of \$175 will be payable across all Regional Traincrew commencing 1 September 2020.

Occupation Specific Provisions

66 Penalty payments

- 66.1 All excess time will be paid at 170% of the full flat rate. Payment for excess time will be made at the end of each four (4) week work cycle.
- 66.2 Work including excess time is to be allocated in the most flexible, equitable and efficient manner between employees within the depots.
- 66.3 Excess time is all time credited to an employee in excess of their ordinary hours, or the maximum number of ordinary shifts per cycle as set out in clause 79.

Weekend penalty payments (SEQ)

- 66.4 All time worked on a Saturday (excluding leisure periods) will attract a penalty of 150%. All time worked on a Sunday (excluding leisure periods) will attract a penalty of 200%. These penalties will be paid at the end of the pay fortnight in which the hours are worked.
- 66.5 Penalty payments will apply on public holidays in addition to any public holiday payment.
- 66.6 This penalty will also be paid to employees who are on annual leave for all projected Saturday and Sunday hours in the Master Roster covering the period of leave.
- 66.7 Where the master and/or posted roster includes days that are designated 'available' or 'AFD' and not required to work, the employee will receive the penalty rate for that day on the average depot shift length.

Leisure periods

- 66.8 Employees who work during a designated leisure period will have all time worked paid at the rate of 175% of the full flat rate. This standalone payment will be made at the end of the fortnight in which the hours are worked.
- 66.9 Where an employee works during a nominated leisure period that is also a penalty payment day the employee will be paid at the higher rate only.

67 Crew configurations

Driver and Driver's Assistant

- 67.1 Two Person crewed trains will be worked by a Driver, and a Driver's Assistant or Trainee Driver, competent to work as a Driver's Assistant both of whom will operate from the leading locomotive.

Two Driver Operation

- 67.2 Two Driver Operation (“TDO”) means the operation of a train by two traction and route qualified locomotive Drivers who share both the driving and operational responsibilities.
- 67.3 Driving time, which is the length of time each locomotive Driver is to drive the train, is to be equitably shared between the crew.
- 67.4 In situations where an employee is unable to carry out shunting or other physical operational tasks the Business will endeavour to roster these employees into appropriate driving teams to allow such work to be carried out by the capable second Driver.
- 67.5 Prior to the implementation of TDO on any section of line consultation upon local issues involving workplace representatives will take place. Such local issues will include:
- 67.5.1 Rosters;
 - 67.5.2 Timetable arrangements;
 - 67.5.3 Local operating considerations;
 - 67.5.4 Depot staffing effects;
 - 67.5.5 Conduct of trials;
 - 67.5.6 Quarters;
 - 67.5.7 Shunting enroute;
 - 67.5.8 Extended away from home workings.

Extended shift tuition

- 67.6 Trains upon which tuition is conducted will be operated in accordance with the procedures set out above for TDO trains with the driving task being equitably shared. The extent to which the driving is shared will be at the discretion of the employee after taking into account the potential for fatigue and the training needs of the Trainee Driver.
- 67.7 The second Driver is to be consulted by the Tutor and is to support the training being conducted.

Driver Only Operation of Trains

- 67.8 Driver Only Operation (“DOO”) is the operation of a train when the Driver is the sole, responsible operating person on the locomotive. The operation of DOO locomotives hauling Long Distance Air Conditioned Passenger Trains will be deemed to be DOO. Any extension of DOO will be as per Schedule 4.

- 67.9 Except where specified all trains and locomotives may be crewed by a Driver only.
- 67.10 Except where specified all trains and locomotives may be crewed by a Driver only but will not be introduced during the life of the Agreement on passenger trains without Train Stop Technology.
- 67.11 Consultation upon local issues involving workplace representatives and the Business will take place prior to the introduction of DOO on any section of line. These negotiations will include:
- 67.11.1 Communications;
 - 67.11.2 Signal sighting;
 - 67.11.3 Quarters;
 - 67.11.4 Emergency procedures;
 - 67.11.5 Loco operating procedures;
 - 67.11.6 Train operations safety systems.

Driver and Guard Crew

- 67.12 All Drivers and Guards agree to participate in effective and sustainable solutions for future network service design/s across the SEQ Network in readiness for Cross River Rail and Infrastructure upgrades including ETCS over the life of the Agreement.
- 67.13 **Passenger suburban and inter-urban services**
- 67.13.1 All suburban and inter-urban services will consist of a Driver and Guard as standard crew.
 - 67.13.2 Role/Requirements of Guard's role:
 - (i) to assist with customer service, particularly through stations without staff;
 - (ii) to participate with the process of turnarounds following the guidelines agreed to by the Parties;
 - (iii) to participate with shunting and preparing units following the guidelines agreed to by the Parties.
 - 67.13.3 In addition, Guards will carry out the following duties:
 - (i) accredited Safe Working Duties (as defined);
 - (ii) security on trains – patrol the passenger compartment of trains and monitor train by way of video monitors;
 - (iii) fault finding/rectification – under the supervision of the Driver, assist in resetting circuit breakers etc.;

- (iv) provide first aid –provide first aid to customers and fellow employees as required;
- (v) customer service role –provide a roving role within the passenger compartment of trains to answer passenger questions, identify and provide assistance and information to special needs customers;
- (vi) value/s collection –continue to undertake a role regarding the movement of value/s throughout the SEQ network; and
- (vii) performance measures –perform their role in a manner that enhances on-time running and customer service at every opportunity.

67.14 Passenger suburban and inter-urban services; New Generation Rollingstock

67.14.1 The introduction of New Generation Rollingstock will not result in a diminution of:

- (i) current safe working duties;
- (ii) duties as defined in clause 67.12; or
- (iii) competencies of employees currently carried out on existing fleet as above.

67.14.2 In addition the following will apply;

- (i) Guards will provide right of way to the Driver from the rear cab on New Rollingstock.
- (ii) the Guard workstation will have the ability to monitor and view the platform through both visual and CCTV interface as well as a communication system from the non-driving cab door position. Such system/systems shall be mounted on both sides of the rear walls in all New Rollingstock. This allows for the monitoring of assisted boarding points to provide assistance for special needs customers.
- (iii) until such system/systems are mounted on both sides of the rear walls in New Rollingstock, the platform interface will be managed by:
 - guards viewing the platform from the cabin side door and existing dash-mounted CCTV screens; and
 - additional customer service representatives who may be needed to provide boarding assistance during train operations.

- 67.14.3 Any additional training and/or equipment necessary for the implementation of the above will be provided by the business, prior to the relevant activity being undertaken.

Heritage Services

- 67.15 Heritage Services require a supervisory role to be present and accordingly will be comprised of a Driver, second Driver and a Guard as a minimum.
- 67.16 As an exception to this rule, movement of trains into and out of the workshop will not necessitate a three person crew.

Trainee Drivers working as Guards

- 67.17 Once all avenues, including BLPs and SLPs, are exhausted, Trainee Drivers who are ex-Guards may be worked as Guards to fulfil operational requirements. Such work will be on a voluntary basis if on BLP/SLP and per business direction on rostered working days.
- 67.18 This clause overrides any other provision allowing for alternative duties to be worked.

Changing crew configurations

- 67.19 In the event of the need to change crew configurations the employee will be advised prior to sign-on.

Work expectations

- 67.20 Employees will be classified for and carry out duties which are safe, efficient and legal, for which they have the skill, competence and training.
- 67.21 A competent person has acquired through training, qualification or the knowledge and skills through recognised accreditation to carry out rail safety duties.
- 67.22 The Business may direct an employee to carry out alternative or additional duties as are reasonably within the limits of the employee's skill, competence and training, ensuring there is no disadvantage to the employee in terms of remuneration and entitlements.
- 67.23 Any direction issued by the Business pursuant to this clause will be consistent with the Business's responsibilities to provide a safe and healthy working environment.

68 In-Cab surveillance

- 68.1 Employees will not be required to operate on Rollingstock with visual and/or audio monitoring surveillance equipment within the Cab.

68.2 This provision does not preclude the Business from using external forward-facing cameras, black box recording nor the voice recordings of radio communications.

69 Training

69.1 The National Competency Framework package and the associated competency standards will be used to underpin the Business's Traincrew functions.

69.2 Certificates of attainment and statements of attainment will be issued to employees upon satisfying the requirements of the specific training.

69.3 The ongoing maintenance of relevant Traincrew competency is a requirement for these safety critical roles within the Business.

69.4 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, equipment or competencies where relevant.

69.5 Any direction issued by the Business pursuant to this clause will be consistent with its responsibilities to provide a safe and healthy working environment.

69.6 Classroom training courses will be a maximum of eight (8) hours and paid at the applicable rate of the day and ordinary hours credited to work cycle.

69.7 Employees undertaking training on a BLP/SLP will be paid in accordance with the applicable penalty rate

69.8 Employees who mutually agree to undertake training on a Public Holiday will be paid in accordance with the applicable penalty rate.

69.9 Employees required to travel to a training course at a depot other than their home depot will be paid all travel time as a stand-alone payment at the rate applicable to the day, paid in the fortnight's pay in which the hours are worked.

69.10 If total of travel and training is to exceed twelve (12) hours then the employee cannot be booked in this manner.

69.11 Travel time to and from a course location will be treated as working time with the minimum and maximum shift length's and time off provisions applying when accommodation is supplied by the Business.

69.12 Employees will be accredited to meet the specific needs of depot work requirements (traction/route specific training).

69.13 Employees will be contacted in advance where training may impact on their master diagram.

Sectorised Training

69.14 For sector trained RTD:

69.14.1 As at the time of approval of this agreement, all sector drivers and current trainees will continue to be signed off as a route sector driver but given the opportunity to be a qualified “network driver” within the life of this Agreement.

69.14.2 The route sector to Network qualified training will not impede Network Service Design required for Cross River Rail and ETCS, which may result in the cessation of full Network training activities as necessary via consultation.

70 Non-attendance for duty

70.1 Except as provided for elsewhere in this Agreement (i.e. approved leave), employees may not be entitled to be paid for their time of non-attendance for duty. Any instance of non-attendance for duty is to be considered on a case by case, shift by shift basis.

70.2 In the case of workings which involve a forward and return journey, only the forward shift is to be counted as non-attendance.

70.3 The deduction in payment may occur within the fortnightly pay period in which the employee was absent from duty. If employees are able to make up deducted hours or part thereof on that same day or later on during the work cycle, payment for such hours will be made at the end of the appropriate pay period.

Travelling and living away from home

71 Regional Traincrew relief pool allowances

71.1 Payment for working away

	From Commencement of the Agreement	1 March 2022
Breakfast	\$20.60	\$23.65
Lunch	\$20.60	\$26.55
Dinner	\$41.20	\$45.60
Daily Incidentals	\$20.60	\$20.60

71.2 Eligible employees will be paid living away from home allowances, travelling allowance or camp allowance depending on their accommodation and the length of their stay as outlined in the Business's "Travelling, living away from home and camp allowance within Australia" Specification.

71.3 Where the Business arranges and pays for meals the employee will not be entitled to a meal allowance.

72 Locality allowance

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

Allowances

73 Meal allowance

73.1 The following meal allowances will be paid to employees involved in the below circumstances:

Effective date	% Increase	Amount
From commencement of the Agreement	-	\$29.57
1 September 2021 (3%)	3.0%	\$30.45
1 March 2022 (3%)	3.0%	\$31.37
1 September 2022 (3%)	3.0%	\$32.31
1 September 2023 (1.5%)	1.5%	\$32.80

Away from home

73.2 If an employee works equal to or greater than ten (10) hours and leaves the depot, they are paid a *meal allowance*. Another *meal allowance* is due after sixteen (16) hours and thereafter, after each subsequent eight (8) hours. Emergency money cannot be paid in conjunction with Away From Home payment.

Detention money

73.3 If an employee is detained more than two (2) hours past their rostered sign-off, one (1) *meal allowance* will be paid. For each subsequent four (4) hours detainment an additional meal allowance will be paid with a maximum of three (3) meals in a twenty-four (24) hour period. Detention money cannot be paid in conjunction with emergency money.

Emergency money

73.4 If an employee is given less than two (2) hours' notice to sign-on for duty, or advised after 2200 hours commencing before 0600 hours the following day, and emergency work exceeds four (4) hours, they will be paid one (1) *meal allowance*. For each subsequent four (4) hours emergency work, an additional *meal allowance* shall be paid with a maximum of three (3) meals in a twenty-four (24) hour period. Away from home allowance cannot be paid when emergency money has been paid.

74 Cancelled tuckerbox

If an employee is rostered away from their home depot for greater than eighteen (18) hours and actually returns to their home depot in less than twelve (12) hours and receives less than eight (8) hours' notice before signing on, an allowance equal to two (2) hours at the full flat rate will be paid. Employees must leave the depot to have an entitlement to Cancelled Tuckerbox.

75 Route tuition allowance

Relevant Drivers and Guards will be paid an allowance equivalent to 4% of the hourly full flat rate whilst undertaking tuition duties for a minimum of six (6) hours or the duration of the shift.

76 Mortality benefit

On the death of an employee during the performance of their duties, a mortality benefit of \$5,000 will be payable via accounts payable to the employee's nominated next of kin.

77 Travel and relief conditions

Spare Travel

- 77.1 Where the time interval between the working shift and the spare travel is one (1) hour or less:
- 77.1.1 such time that falls on an ordinary day will be credited to the employee's work cycle; and
 - 77.1.2 such time that falls on a designated leisure day will be paid at the rate applicable to the day.
- 77.2 All spare travel within rostered workings or train operation requirements will be treated as working time for payment and shift limitation purposes.

Continuous time

- 77.3 Employees who work to a foreign depot, will be paid continuous time if the interval between their next working is one hour or less. If this interval is greater than one (1) hour employees are to sign-off between workings.

SEQ depot relief payment

- 77.4 When an employee travels to a depot other than their home depot and the distance is greater to the sign-on depot than their home depot, one (1) hour's

payment will be paid at the employee's full flat rate of pay as applicable to the day. This payment will be made on a fortnightly basis.

- 77.5 The exception is when the depot is Nambour, Robina or Gympie the payment will be two (2) hours or actual time if travel extends beyond two (2) hours.
- 77.6 When an employee relieves at Nambour or Gympie depot and an overnight stay or longer is required, an employee will be entitled to claim one (1) hour on the forward journey and one (1) hour on the return journey for the length of the relief.

Payment for excess laying-off

- 77.7 Employees who lay off in excess of eight (8) hours at a foreign depot will receive an additional payment for all time in excess of eight (8) hours at the full flat rate applicable for the day.

Hours of work

78 Guaranteed hours

- 78.1 Full time employees are guaranteed payment for 160 ordinary hours in any four (4) week work cycle at the rate of pay applicable to the classification contained within this agreement, paid as eighty (80) ordinary hours per fortnight. This payment is guaranteed irrespective of how many ordinary hours are allocated in each work cycle. If a full time employee cannot achieve their guaranteed ordinary hours in a particular cycle because a suitable amount of work is not available, the employee will still be entitled to payment for the guaranteed number of ordinary hours each fortnight.
- 78.2 **Reduced hours employees** will be paid 50% of their agreed hours each fortnight regardless of how many hours they work. This excludes standalone payments due each fortnight.

79 Ordinary hours of work

SEQ

- 79.1 The ordinary hours of work for a full-time employee are 160 hours worked across four (4) weeks. Employees may be rostered a maximum of nineteen (19) attendances across the four (4) week cycle.
- 79.2 For Locomotive Drivers and Train Guards, the ordinary hours of duty may be rostered across a maximum of twenty-six (26) Saturdays and eighteen (18) Sundays per year. The commencement of the year being 1 September.

- 79.3 For all other employees, including Tutor Drivers, Tutor Guards, TOIs and TOGs the ordinary hours of duty may be rostered across a maximum of eighteen (18) Saturdays and eighteen (18) Sundays per year. The commencement of the year being 1 September.

Regional

- 79.4 The ordinary hours of duty for a full-time employee are 160 hours, worked over a cycle of four (4) weeks.
- 79.5 Employees may be rostered a maximum of nineteen (19) attendances across the four (4) week cycle.
- 79.6 Employees will be required to work to their home depot on the return trip, provided that crews are relieved within the limitation of hours as per clause 80.

80 Limitation of hours of work

- 80.1 The following working and rostered shift length arrangements will apply to employees:

Area	Crewing Arrangement	Max. Rostered Shifts of Duty (sign-on – sign-off)	Limitation of Hours
SEQ	SEQ Operation (Driver and Guard)	9 hours	Minimum shift 6 hours Maximum 8 hours footplate time
	2 person	9 hours	Relief is to be provided at 8 hours where it is requested and available
Regional	2 Driver	12 hours	12 hours sign-on to sign-off inclusive of spare travel
	DOO	8 hours 45 minutes	Relief is to be provided at 8 hours where it is requested and available.
	2 person	9 hours	Relief is to be provided at 8 hours where it is requested and available
	Tuition (Tutor Driver, Trainee Driver, 2 nd qualified Driver)	12 hours	Trains upon which tuition is conducted, involving rostered employee shift lengths exceeding 8 hours 45 mins, will be crewed by a Tutor Driver working with a Trainee Driver/Non-Competent Driver and a second qualified Driver. The Trainee Driver/Non-Competent Driver may request relief at 8hrs 45 mins

Area	Crewing Arrangement	Max. Rostered Shifts of Duty (sign-on – sign-off)	Limitation of Hours
Heritage	Heritage Operations SEQ	10 hours	10 hours sign-on to sign-off inclusive of spare travel
	Heritage Operations outside SEQ	12 hours	12 hours sign-on to sign-off inclusive of spare travel

- 80.2 Except where outlined above, the minimum payment and rostered workings will be a minimum of four (4) hours which will be credited to the work cycle.
- 80.3 The limitation of hours as contained in the table above requires a minimum of eight (8) hours lay-off at a foreign depot.
- 80.4 A key objective for the business is to reduce the length of time crews are required to be away from the home depot for work. Where practical the total rostered time away from home should not exceed thirty-four (34) hours.

81 Minimum layoff period

- 81.1 There will be a minimum time interval of twelve (12) hours between any shifts at the employee's home depot.
- 81.2 In a foreign depot, if the layoff period is greater than eight (8) hours the employee will work to shift limitations within the shift length for crew configurations.

82 Self-drive motor vehicles

- 82.1 Where the self-driving of motor vehicles is at the commencement of a rostered shift, the shift length will not exceed the limitation of hours for the relevant crew configuration inclusive of the self-drive.
- 82.2 Outside of the agreed local area employees will only be required to drive cars for train operations when they have not been on duty in excess of eight (8) hours and are able to arrive at their destination within nine (9) hours of signing on duty.
- 82.3 Within the agreed local area, employees may drive a motor vehicle for train operations for the full limitation of hours.
- 82.4 The agreed local area will be contained in the relevant Local Operating Procedures and may not be changed without agreement.
- 82.5 Where individual employees are unable to drive motor vehicles, suitable alternative arrangements will be made through consultation between the affected employee and the Business.

- 82.6 The total duration of motor vehicle driving time between the hours of 1800 and 0600 must not exceed two (2) hours. The two (2) hour limit applies irrespective of the number of employees.
- 82.7 Extended driving between sunset and sunrise will be documented in the depots' LOPs taking into consideration seasonal conditions and required efficiencies.

83 Relief from duty

Early relief

- 83.1 With regard to relief outlined below in subclauses 83.4 to 83.6, earlier relief may be requested by an employee during their shift. Requests will not be unreasonably made or unreasonably refused.
- 83.2 When early relief is requested the following conditions apply:
- 83.2.1 When an employee advises of their inability to complete a shift they will advise of the reason and when and where relief is required.
- 83.2.2 Where relief has been provided, the employee will be transported to their home depot where the relevant leave entitlements will commence at the time the employee has had appropriate sign-off allowances, e.g. walking time and sign-off time at the employee's home depot.
- 83.3 The Parties agree to continually monitor and review the number of relief crews required to achieve the limitation of hours.

Relief in Regional depots

- 83.4 The limitation of hours will not prevent spare travel extending a shift beyond twelve (12) hours where this is required to return employees to their home depot via the first available means of transport, unless such travel involves the employee self-driving a motor vehicle.
- 83.5 The extension of the twelve (12) hour limitation to enable the use of the first available means of transport shall only be in accordance with the applicable LOP.
- 83.6 The LOP will be developed with regard to the employee preference for returning home and the management of fatigue.

84 Breaks

SEQ Meal breaks

- 84.1 Where SEQ employees work a shift that is greater than six (6) hours in length, they will be given two (2) half hour meal/rest breaks (not inclusive of walking time). The

first break will commence between two and a half hours and three and a half hours of the shift beginning and the second break will commence between five and a half hours and six and a half hours of the shift beginning. There will be no fewer than two (2) hours between the two breaks.

- 84.2 In the event of network failure resulting in the delay in the movement of trains (e.g. bridge strike, fatalities, telemetry failure, points failure, broken rail), traincrew will be required to work through one rostered meal break within a shift to ensure the continuity of operational service delivery.
- 84.3 In circumstances where employees are required to work through a rostered meal break, the employee will be paid a meal allowance per meal break worked, at the rate provided in clause 71.1 of the TCA (and payable at the end of each work cycle).
- 84.4 Shifts of six (6) hours or less will have a forty (40) minute meal break to commence after three (3) hours from sign-on and finish before the completion of the sixth hour.

SEQ Meal Breaks - Exceptions

- 84.5 When a non-passenger rostered working job card has been allocated there will be one meal break allocated of sixty (60) minutes duration. The meal break is to be taken after three and a half hours from sign-on and finish before five and a half hours from sign-on.

Regional employees

- 84.6 Employees working on a long distance passenger train will be entitled to a meal break of ten minutes duration at a passenger stop or crossing. An appropriate meal as agreed with On-board staff will be provided.

Locomotive workings / on track vehicles

- 84.7 Meal breaks will be between thirty (30) and sixty (60) minutes duration to be taken at a time which will not affect operational needs. For shifts up to nine (9) hours the meal break is to be taken after three and a half hours from sign-on and finish before five and a half hours from sign-on.
- 84.8 When working an extended shift beyond nine (9) hours, the meal break is to be taken after four and a half hours from sign-on and finish before seven and a half hours from sign-on.

Personal needs break

- 84.9 Employees may partake of a short personal needs break (e.g. toilet), when necessary. Advice of a "personal need" must be given to control.

Rostering

85 Work cycle

- 85.1 Employees' ordinary hours will be worked across four (4) week work cycles. The Business may elect to split these pay cycles, so that the commencement of each four (4) week work cycle, and the corresponding number of attendances, is staggered.
- 85.2 All hours worked by an employee will be credited to their work cycle, with the exception of hours worked on a nominated leisure period or travel, which will not be credited to the work cycle.
- 85.3 This may include where an employee:
- 85.3.1 Voluntarily accepts an additional shift that has a rostered sign-on or sign-off time that falls on a designated leisure period; or
 - 85.3.2 Accepts an altered working that causes their sign-on or sign-off time to fall on a designated leisure period; or
 - 85.3.3 Where it is an agreed depot practice to allow a Master Roster shift to infringe midnight on an employee's designated leisure period:
 - (i) all time falling outside the designated leisure period will be credited to the employee's work cycle; and
 - (ii) all time falling on to the designated leisure period will be paid at the applicable rate but will not be credited to the employee's work cycle.

86 Master roster

- 86.1 The process for the development of the master depot roster is as follows:

South East Queensland

- Step 1:** Each union will nominate a Driver and Guard representative from North West, South and Mayne (total of 6), to be provided reasonable time and facilities to discuss Step 2 issues with their respective members.
- Step 2:** The following workforce plan requirements will be the subject of consultation with the union representatives who are nominated to represent the interests of all depots:
- (i) natural attrition;

- (ii) training;
- (iii) leave;
- (iv) traffic task;
- (v) crew configurations;
- (vi) workplace changes;
- (vii) relief;
- (viii) leisure periods/configurations for such periods;
- (ix) requirements to travel spare to be in a position to relieve other employees;
- (x) numbers of positions required in the depot;
- (xi) through running will be permitted within fatigue requirements;
- (xii) route knowledge requirements for depots;
- (xiii) routes to be worked in depots;
- (xiv) equalisation of sign-on times;
- (xv) meal locations;
- (xvi) % of AFA/AFP/AV to be included.

Step 3: The Traincrew Roster Development Committee at each depot, comprising two Driver and Guard union representatives (total of 4) will review and formulate master depot rosters which meet the business, employee and occupational health and safety requirements of the depot.

Where a rostering proposal may impact on other depots, consultation will involve representatives from these depots.

Step 4: The proposed rosters must be displayed for at least one (1) month (four (4) weeks) prior to implementation.

Step 5: If there is objection by the employees affected by the roster proposal they should notify the local Roster Committee of their objection and the reasons for that objection within fourteen (14) days of notice of the proposed rosters being displayed.

Following receipt of the reasons for objection the employees and at their election, their workplace representatives, and management should confer and if necessary, follow the Dispute Resolution procedures in this Agreement.

Regional

- Step 1:** Each union will nominate a Driver representative from each depot (2 in total), to be provided reasonable time and facilities to discuss Step 2 issues with their respective members.
- Step 2:** The following workforce plan requirements will be the subject of consultation with the union representatives who are nominated to represent the interests of all depots:
- (i) natural attrition;
 - (ii) training;
 - (iii) leave;
 - (iv) traffic task;
 - (v) crew configurations;
 - (vi) workplace changes;
 - (vii) relief;
 - (viii) leisure periods/configurations for such periods;
 - (ix) requirements to travel spare to be in a position to relieve other employees;
 - (x) numbers of positions required in the depot;
 - (xi) through running will be permitted within fatigue requirements;
 - (xii) route knowledge requirements for depots;
 - (xiii) routes to be worked in depots;
 - (xiv) laying off requirements.
- Step 3:** The Traincrew Roster Development Committee will review and formulate master depot rosters which meet the business, employee and occupational health and safety requirements of the depot.
- Where a rostering proposal may impact on other depots, consultation will involve representatives from these depots.
- Step 4:** The proposed rosters must be displayed for at least one (1) month (four (4) weeks) prior to implementation.
- Step 5:** If there is objection by the employees affected by the roster proposal they should notify the local Roster Committee of their objection and the reasons for that objection within fourteen (14) days of notice of the proposed rosters being displayed.
- Following receipt of the reasons for objection the employees and at their election, their workplace representatives, and management

should confer and if necessary, follow the Dispute Resolution procedures in this Agreement.

Importance of maximising roster efficiencies

- 86.2 The Business has the right to raise concerns throughout the above process in the interest of maximising efficiencies and savings from the roster. Should the roster committee not provide suitable alternatives (to meet the Business's concerns) by the end of the four (4) week posting period, the Business will make a final decision.
- 86.3 Where this occurs employees may initiate the Dispute Settling Procedures contained in this Agreement.

Rostering principles

86.4 Allocation of work

- 86.4.1 Allocation of work including excess time between depots is to maintain an equitable distribution of hours and workings between employees. Where required, crews will work through their own depot and in or through adjacent depot(s). Such changes will occur through consultation between the Business and workplace representatives.

86.5 Work priority

- 86.5.1 Relief of employees within the limitation of hours will be a key objective when rostering employees on local depot workings.
- 86.5.2 Employees rostered on local depot workings and who are required to work to a foreign depot are to be relieved on arrival at the foreign depot and returned home by motor vehicle or other suitable means (e.g. plane).
- 86.5.3 The length of local workings contained in the Master Roster will not be extended during the formulation of posted rosters unless this is agreed through consultation.

86.6 Operational requirements

- 86.6.1 The Business is committed to establishing and maintaining depot staff complements at a level that will, under anticipated operational circumstances, provide adequate staff to fulfil operational requirements.
- 86.6.2 In doing so, the following workforce plan requirements are to be considered and will be the subject of consultation at a local level:
- (i) natural attrition;

- (ii) training;
- (iii) leave;
- (iv) traffic task;
- (v) workplace changes;
- (vi) relief;
- (vii) leisure periods.

86.7 Rostering regular mates

86.7.1 Where practicable on a depot by depot basis, and following consultation, a system of regular mates may be implemented. The application of the system of regular mates will not inhibit the operational requirements of the Business and will take into consideration the needs of its employees.

86.8 Certain Job Card Limitations (SEQ Only)

86.8.1 Monday to Friday midnight to 0400hrs revenue service job cards (excluding shunts, "as required" and diesel workings) will be limited to 7 hours 30 minutes in length after a new master roster has been created. This master roster creation process addressing week-day job cards will be implemented prior to Monday 1 February 2021.

86.8.2 Weekend job cards will be 9 hours.

87 Pre-82 Hour Roster Processes – Filling Vacancies

South East Queensland

- Step 1:** Allocate employees to links.
- Step 2:** Any employees that are not qualified and miss links due to fatigue and link diagram job not running i.e. closure, are reallocated to within two (2) hours of link diagram sign-on time, however the job card duration can be longer than the link diagram job.
- Step 3:** Any AFA/AFP employees allocated jobs (if employee will create CBO in future on day to work Roster Officer can leave AFD to restart working day count) by agreement.
- Step 4:** If all ordinary time employees in the depot are allocated and vacancies are still in the depot allocate BLP/SLP to employees in the relevant grade from lowest to highest (phase in option).

- Step 5:** Utilise any employees (within the relevant grade) from other depots shown AFA/AFP on Master Roster willing to relieve at depot where vacancy arises.
- Step 6:** Alteration to sign-on from relevant grade within the depot where vacancy exists, by agreement.
- Step 7:** Alteration to sign-on from relevant grade from other depot willing to relieve where the vacancy exists, by agreement.
- Step 8:** If any vacancies are still unfilled the roster will be posted and then filled via the post 82 hour roster list which will entitle employees to alteration payments.

Regional

- Step 1:** Allocate employees to links.
- Step 2:** Any employees that are not qualified and miss links due to fatigue and link diagram job not running i.e. closure, are reallocated providing there is no impact on the next master working, unless by agreement.
- Step 3:** Any AFD provided there is no impact on the next master working, unless by agreement.
- Step 4:** BLP/SLP from lowest to highest within the depot.
- Step 5:** Alterations from master diagram by agreement, within the depot.
- Step 6:** Allocating workings to other depots as per steps three and four.
- Step 7:** Employees from other grades with requisite qualifications (e.g. DICs) (with the exception of DICs needing to be on train for own accreditation purposes).

88 82 Hour Posted Roster

Posted roster

- 88.1 Rosters will be posted at least 82 hours prior to the day to which the roster applies and will cover the period 0001 to 2359 hours.
- 88.2 In situations such as weekends and public holidays, where rosters have been prepared and entered into the rostering system in excess of 82 hours prior to the day to which the roster applies, knowledge of these rostered workings will be made available and the roster posted wherever practicable.
- 88.3 The onus to obtain their next rostered working rests with employees. A toll-free number or alternative medium (e.g. email, text) will be provided by the Business for employees for rostering purposes.

- 88.4 Once the technology is available, any new roster system proposed will, if accessible, incorporate the ability to implement a forecast roster for leave purposes.

Entitlement to Master Roster workings

- 88.5 The Master Roster must reflect actual workings unless otherwise agreed. When an employee is qualified for the rostered job, and has had the required time off between shifts, they must receive the working allocated in the Master Roster when the posted roster is compiled.
- 88.6 If the Master Roster does not operate an employee will be rostered as close as possible to the original sign-on time up to a maximum of two (2) hours either side of sign-on, or otherwise by agreement or allowable under this Agreement.

89 Post 82 Hour Roster Processes

Alteration of posted roster

- 89.1 After the roster has been posted, the Business will advise employees of any alterations to their roster. Where employees need to be contacted, the contacting Roster Officer will do so at times that limit the inconvenience on the employee and their household.
- 89.2 If it is necessary to cancel a shift and a new shift is rostered, the Business will whenever possible make the new shift compatible with the cancelled shift.
- 89.3 If employees are unable to be contacted for any altered sign-on time, the original rostered working is to stand.
- 89.4 Employees who have reported for duty will not be deferred to a later sign-on time.
- 89.5 This procedure does not apply to the brought forward aspect of alterations to sign-on times for regional depots due to regional depot call procedures.

Alteration of sign-on time after posting of the roster

- 89.6 The rostered sign-on time of employees can be altered either earlier or later to a maximum of three (3) times (inclusive of cancelled shifts/trains), to reflect the on-time performance of the crew's rostered train or working, except in the case of emergency as defined in the Rostering Principles.

Filling Vacancies

89.7 South East Queensland

- Step 1:** AFA/AFP posted roster and/or extra as required in the relevant grade, within their depot.

- Step 2:** Employees with the lowest number of SLP/BLP hours in the relevant depot and relevant grade.
- Step 3:** AFA/AFP posted roster and extra as required from other depot willing to relieve where the vacancy exists.
- Step 4:** BLP/SLP from other depots willing to relieve where the vacancy exists.
- Step 5:** Alteration to sign-on from relevant grade within the depot where the vacancy exists.
- Step 6:** Alteration to sign-on from relevant grade from other depot willing to relieve where the vacancy exists.
- Step 7:** Employee from other grade with qualifications to perform the task e.g. Tutor Driver perform Driver job card.
- Step 8:** For a Guard vacancy only once the above steps are exhausted, any Trainee Drivers that were guards and still hold competencies for the task required.

87.7 Regional

- Step 1:** Standby.
- Step 2:** AFD posted roster, lowest to highest.
- Step 3:** Employees with the lowest number of SLP/BLP hours in the relevant depot and relevant grade, lowest to highest.
- Step 4:** Alteration to sign-on.
- Step 5:** Employees from other grades with requisite qualifications (e.g. DICs) (with the exception of DICs needing to be on train for own accreditation purposes).

90 Payment for roster alterations

- 90.1 Alterations payments as per below will be paid when an altered sign-on time affects an employee's rostered workings within 58 hours of their posted rostered workings commencing.
- 90.2 Employees whose shifts are altered in the below circumstances on a leisure period will have the equivalent entitlements paid at 175% of the full flat rate, without any credit to cycle time.

Earlier starting time

- 90.3 The alteration of the original sign-on time to an earlier time will be limited to a maximum of two (2) hours unless agreed otherwise.

- 90.4 If a sign-on time is to be brought forward, there is an expectation employees would come forward if they are able to do so.
- 90.5 If an employee agrees to come forward less than one (1) hour, this shall be calculated as one (1) hour payment for the purpose of this clause.
- 90.6 Where the sign-on time of employees is altered to an earlier time of more than one (1) hour, they will be credited with 50% of the altered time to their work cycle.
- 90.7 Where a Master Roster job card runs, the employee will be allocated to that shift.

Later starting time

- 90.8 Where the original sign-on time of employees is altered to a later time, they will be credited with all altered time up to two (2) hours and 50% of the altered time greater than two (2) hours to their work cycle.
- 90.9 Any credit to the work cycle as a consequence of this provision due to altered sign-on time will not inhibit the obligation of employees to be available to work the ordinary hours applicable to that four (4) week work cycle.
- 90.10 Every effort is made to enable the employee to return to the employee's rostered working as soon as possible.

Request to change starting times

- 90.11 Where the sign-on time of employees is altered due to an employee's request there is no entitlement to an alteration payment.

Cancelled workings

- 90.12 Employees who are cancelled and who do not sign-on again within eight (8) hours of their previous rostered sign-on time will have four (4) hours credited to their work cycle.
- 90.13 Employees who are cancelled and who are booked to sign-on again within eight (8) hours of their previous rostered sign-on time will have one (1) hour credited to their work cycle.
- 90.14 Employees who are cancelled in the above circumstances on a leisure period will have the equivalent entitlements paid at 175% of the full flat rate, without any credit to cycle time.

Exchanging duty to meet personal circumstances

- 90.15 Where roster requirements do not enable a personal commitment to be met, an employee may, in the first instance, arrange a mutual exchange of duties with another employee.

- 90.16 Mutual shift swaps are to impact on the relevant parties' workings only and must reflect the prescribed intervals between shifts.
- 90.17 Shift swap guidelines cover all employees.
- 90.18 Shift Swap Guidelines – Pre finalised 58 hours roster – Ordinary time
- 90.18.1 Five (5) attendances per week for five (5) attendances per week;
 - 90.18.2 Four (4) attendances per week for four (4) attendances per week;
 - 90.18.3 No total shift length restrictions, including single day up to and including ten (10) attendances;
 - 90.18.4 Swaps not to be granted if long term leave types are pre-approved, prior to mutual swap;
 - 90.18.5 Block leisure period (BLP) for BLP (mutual);
 - 90.18.6 Shift swaps to be recorded by Roster Office.
- 90.19 Shift Swap Guidelines – Post finalised 58 hours roster
- 90.19.1 BLP for BLP (mutual);
 - 90.19.2 Ordinary for ordinary, no total shift length restrictions;
 - 90.19.3 Swaps to be recorded by Roster Office.

Special requests

- 90.20 An employee may seek special consideration from the Roster Office (SEQ) or Driver in Charge (Regional). Special consideration will not be unreasonably refused but is subject to operational requirements.

Changing jobs/daily workings

- 90.21 Where an employee has been allocated a job card, it will be indicative of the employee's workings for that shift. However, where there is a genuine operational need, the Business may direct an employee to work any services or jobs within their rostered shift length, provided that the employee still receives a meal break in accordance with this Agreement.

Relief work in other depots

- 90.22 Employees may make application for depots for which they are prepared to relieve in.
- 90.23 Relief in a depot will be allocated on a basis of equal distribution.

91 Suspension of posted roster

In the event of a severe disruption to services resulting from an emergency that affects the network outside the Business's control, the process of posting the 82 hour roster may be temporarily suspended after consultation with State and local workplace representatives. All affected employees will be advised by the Business of the suspension. All other employees will be advised of the situation when they are obtaining future workings. The 82 hour roster process will be re-instituted at the first opportunity.

92 Planned closures

- 92.1 Whilst a planned closure is not an emergency, posting rosters may be temporarily suspended. Planned closures will be taken into account prior to the posting to reduce the likely impact on roster changes.
- 92.2 To reduce the impact of Cross River Rail planned closures throughout the life of this Agreement, an Expression of Interest will be used to recruit existing Traincrew to participate in a set of job cards associated with those closures. The specific details of this process, including the job cards, number of sets required and timeframes will be determined through consultation in accordance with the consultation provisions.
- 92.3 Job cards that have been optimised for planned weekend closures will be of 9 hours duration. Variations will be limited to a maximum of 2 hours earlier sign on and 30 minutes later to their original master roster sign off.

93 Leisure periods

- 93.1 Within the four (4) week work cycles, employees will be rostered designated leisure days. These will be referred to in the Master Roster as SLPs or BLPs.
- 93.2 Employees will have minimum of nine (9) days of leisure periods (BLPs/SLPs) in the four (4) week cycle with a maximum of nineteen (19) attendances.
- 93.3 Regional employees must have a long weekend (which is a minimum of three (3) consecutive days that must include a Saturday and Sunday) every four (4) week work cycle.
- 93.4 After consecutive Saturday and Sunday BLPs an employee will not commence prior to 0400 Monday unless by mutual agreement.

Process for nominating work preferences for leisure periods

- 93.5 Employees may nominate to work or not to work on designated SLPs or BLPs as reflected in the Master Roster and will not be penalised either way.
- 93.6 Nominations may be either:
- 93.6.1 will work SLPs/BLPs (Yes);
 - 93.6.2 will not work SLPs/BLPs (No); or
 - 93.6.3 will work SLPs/BLPs if mutually agreed with Roster Officer (Approach).
- 93.7 Nominations will be recorded in writing and may be varied in writing.
- 93.8 If the rostered working requires the employee to work into a designated leisure period, it is at the discretion of the employee whether or not the working is accepted.
- 93.9 Leisure hours will be rostered equitably between employees in each depot.

94 Available for duty

SEQ

- 94.1 An employee may be designated as "Available" on the Master Roster. Employees designated as such will be assigned an AM ("AFA") or PM ("AFP") available notation. Such notation provides employees with advice as to whether they will be rostered to work a shift beginning before or after midday.
- 94.2 An employee may be designated AFD on the posted roster in compliance with the above.
- 94.3 If required, an employee can be approached to work this day and will do so provided it is consistent with the AM / PM notation and it does not impact on the employee's next working.
- 94.4 An employee may accept a working which is inconsistent with the AM / PM notation, by mutual agreement.
- 94.5 Where a Master Roster has designated AFA/AFP, those workings will be automatically considered AFD if scheduled on the following dates:
- 94.5.1 New Year's Eve; and
 - 94.5.2 Brisbane Riverfire annual fireworks night.
- 94.6 Such changes cannot impact on the next Master diagram workings unless agreed.
- 94.7 Where an employee is allocated a full week of AFA or AFP the following windows will be applied in lieu:

- AM 0000 – 0759;
- AM 0800-1159;
- PM 1200-1759;
- PM 1800-2359.

Regional employees

94.8 Where a regional employee is not rostered on workings they will be placed on the daily roster as available for duty.

95 Standby – Regional employees

Four hour standby

- 95.1 Standby shifts will be rostered to a maximum of four hours for rostered train sign on workings.
- 95.2 When a rostered sign on tuckerbox working is cancelled, a four hours standby shift may be allocated on the subsequent day. The sign on and sign off times of the allocated shift will be within the original time span of the return workings.
- 95.3 When a standby shift is allocated to an employee on the 82 hour posted roster their call time will be used to advise an employee of the allocated sign-on times.
- 95.4 For example, if an employee has a call time of one hour the following will apply:
- 4 hour standby: 0200 to 0600;
 - call time 0100 to 0500;
 - sign-on for standby shift 0200 to 0600;
 - employees must be contactable and fit for duty for their call period.
- 95.5 Where an employee is allocated a working within a standby shift they will be advised of the working at the call time of the employee.
- 95.6 Employees will not be called within the standby shift length if there is no requirement to sign-on for a shift of duty.
- 95.7 Employees can only be allocated one (1) standby shift per day. There is a minimum of twelve (12) hours between any shift in the home depot.

95.8 Examples of payments of standby shifts is as follows:

Standby	Plus Hours of work	TOTALS
DOO/TPC		
1 hour standby	8 hours' work	total of 8.5 hours cycle time
2 hours standby	8 hours' work	total of 9 hours cycle time
3 hours standby	8 hours' work	total of 9.5 hours cycle time
4 hours standby	8 hours' work	total of 10 hours cycle time
TDO		
1 hour standby	12 hours' work	total of 12.5 hours cycle time
2 hour standby	12 hours' work	total of 13 hours cycle time
3 hour standby	12 hours' work	total of 13.5 hours cycle time
4 hour standby	12 hours' work	total of 14 hours cycle time

95.9 Every employee will nominate to the Business the number on which they will be contactable.

95.10 The Business may contact employees outside their call period. However, employees are not required to be contactable, nor are they required to accept work outside their standby shift times.

95.11 Employees will not be allocated work within the standby shift period that impacts on their next rostered working, unless agreement is reached between the Business and the employee.

95.12 The provisions of this Agreement dealing with leave apply to each standby shift in the same way as they apply to rostered workings. For example, where an employee is not available for their standby shift due to illness, they will be debited four (4) hours sick pay in accordance with the relevant provisions of this Agreement.

95.13 Once the technology is available the Master Roster will incorporate standby shifts.

Cancellations

95.14 Where an employee is cancelled off a rostered working with more than four (4) hours' notice, the employee can be allocated a Standby shift.

95.15 Where an employee is cancelled off a rostered working with less than four (4) hours' notice, the employee can be allocated a standby shift commencing at the sign-on time of the working they were cancelled off. In this case, the employee must be called and signed on within the four (4) hour standby shift allocated.

Rostered standby

- 95.16 Standby is a rostering method which allows employees to remain at home or be at some other location while still being able to come to work at short notice.
- 95.17 Standby shifts will be recognised as a non-driving shift of duty and will be rostered to a maximum of four (4) hours and for diagram sign-on workings.
- 95.18 Standby shifts will be utilised to allow employees to be available in the following situations:
- 95.18.1 Provision of relief for employees at the “limitation of hours” to supplement employees rostered on local depot workings;
 - 95.18.2 Provision of employees to work jobs for which rostered employees have become ill or who are unable to work jobs for some other reason;
 - 95.18.3 Provision of employees to assist with disruption in emergency situations.
- 95.19 Generally, standby shifts will be rostered to allow for a four (4) hour standby period and a maximum sixteen (16) hour combination of standby and work time.
- 95.20 Employees may be rostered during nominated timeframes under the following conditions:
- 95.20.1 the employee may be provided with a business mobile phone prior to ceasing duty on their previous shift or as arranged if required for standby;
 - 95.20.2 where tuckerbox workings may be required this will be designated on the standby shift. No call in will take place where such call in would affect the sign-on time of the next shift (unless mutually agreed). Minimum time off for interval between shifts will apply;
 - 95.20.3 the response time in which an employee reports for duty will recognise the travelling time required to report for duty;
 - 95.20.4 employees rostered on home standby will be called for duty by the responsible officer by telephone. Employees are to advise the amount of time they are to be called prior to sign-on duty (i.e. 15 mins, 30 mins etc.), on a depot by depot basis;
 - 95.20.5 notification of a working may occur before the standby period commences;
 - 95.20.6 the altered sign-on provisions will apply.

96 Operational matters

Compulsory book off

- 96.1 Consecutive Days:
- 96.1.1 Employees who work eleven (11) consecutive days must be rostered off duty for a minimum of 32 hours in their home depot.
 - 96.1.2 Where there is a minimum of 32 hours off duty prior to the eleven (11) consecutive days occurring, the day count will restart.
- 96.2 Consecutive Shifts:
- 96.2.1 Employees who work fourteen (14) consecutive shifts must be rostered off duty for a minimum of 32 hours in their home depot.
 - 96.2.2 Where there is a minimum of 32 hours off duty between consecutive shifts, the shift count will restart.
- 96.3 The day or shift count will not restart where laying over in a foreign depot (irrespective of 32 hours off duty).
- 96.4 The thirty-two (32) hours off duty must include a calendar day.
- 96.5 Short term sick leave will count towards consecutive days and or shifts for the purpose of this clause.

Local Operating Procedures

- 96.6 Local Operating Procedures (“LOPs”) may be developed to document how working arrangements at specific locations are to be conducted.
- 96.7 LOPs will reflect the current optimum operating practice and will be developed to give effect to the provisions of this Agreement.
- 96.8 The LOP should be a clear and concise statement of how local management and employee representatives have determined how a particular issue should be handled, by agreement.
- 96.9 LOPs will be developed in accordance with the consultation provisions.
- 96.10 Existing LOPs will be reviewed within six months of the commencement of the Agreement.
- 96.11 LOPs will be reviewed at least annually or on request by one of the parties to the Agreement.
- 96.12 LOPs must be document controlled.
- 96.13 Time allowances for depots or amendments to current depots, including walking, driving and sign on times for example, will be provided for in an LOP.

Shunting Regional and Work Trains

- 96.14 Shunting enroute where required: Employees will shunt their own service enroute.
- 96.15 Shunting on arrival – Train specific workings:
- 96.15.1 Employees working a train service may shunt their own train on arrival at home and foreign depots, provided they are signed off within the limitation of hours.
 - 96.15.2 The following tasks will be limited to the employee's train:
 - (i) placing and securing of train;
 - (ii) detaching/attaching locomotive(s).
 - 96.15.3 Other than the tasks listed above, or where agreed through a Local Operating Procedure, employees will not be required to carry out Rail Operator ground duties at their home or foreign depots.

Starting/finishing procedures – SEQ

- 96.16 Employees will be required to sign-on at the appointed time and sign-off at the cessation of their rostered working. Sign-on and sign-off will be at the same location unless agreed.
- 96.17 Signing on and off procedures will vary according to specific location requirements. Any changes to current practices and processes will be through consultation and by agreement of the Parties.
- 96.18 Adequate facilities and equipment will be provided to ensure these tasks are carried out safely and efficiently.
- 96.19 Schedule 5 provides a comprehensive list of agreed Traincrew Time Allowances including: sign-on/sign-off; preparation, stabling and shunting; and walking.

Calling for Duty – Regional Employees

- 96.20 Employees will be called for duty. Employees are to advise the amount of time they are to be called prior to signing on duty:
- 96.20.1 at home;
 - 96.20.2 away from home accommodation.
- 96.21 Employees who have been called for duty within one hour of their sign-on time will not be deferred.

Automatic Train Protection

- 96.22 Trains operating in DOO configuration shall be fitted with an Automatic Train Protection System.
- 96.23 Failure of ATP system:
- 96.23.1 Prior to Departure from originating station; the service will not depart in DOO/SEQ configuration if the ATP system is not operational or functioning correctly.
 - 96.23.2 Enroute: trains will continue for no more than 90 minutes, or the next regional depot location if under the 90 minutes, at such time a competent second person will be provided prior to any further progression of the Train Service.
- 96.24 Competent Person - Providing visual observance from inside the driving cab on Driver Only Operated trains during ATP failure after the train has travelled for the maximum allowed time of 90 minutes. These visual observations made from within the operating cab are to be carried out by an employee competent in that specific traction knowledge, route knowledge and corridor operational safe working knowledge and procedures.

Schedule 1 – Glossary

Term/ Abbreviation	Meaning
Agreed local area	Means the area in which it is agreed between the Business and local workplace representatives that Traincrew can drive a motor vehicle for train operations purposes.
Agreement	Means this union collective Enterprise Agreement.
Available for Duty (AFD)	Means a situation where an employee has not been given a rostered shift but has been nominated to perform work on that day if needed.
Base rate of pay	Means the rate of pay payable to an employee for their ordinary hours of work , but does not include any of the following: <ul style="list-style-type: none"> (a) Incentive-based payments and bonuses; (b) Loadings, (c) Monetary allowances, (d) Overtime or penalty rates; or (e) Any other similar separately identifiable entitlements. For a full-time employee , base rates of pay are the rates set out in Schedule 2.
Block leisure period (BLP)	Means two (2) or more consecutive calendar days which are designated leisure periods.
Business	Means Queensland Rail Transit Authority.
Centre	A centre for the purpose of the Brisbane Suburban Area shall mean all depots and stations bounded by and including Caboolture, Beenleigh, Cleveland, Ipswich, Ferny Grove and Shorncliffe.
Designated leisure period	Means a block leisure period (BLP) or a single leisure period (SLP) .
Emergency situation (for the purpose of leave for family / emergency reasons)	Means a sudden or unforeseen occurrence demanding immediate remedy or action.
Emergency situation (for the purpose of rostering)	Means an event that is unplanned and/or not able to be predicted in advance and includes any obstruction, major signal and track failure which impedes the movement of rollingstock. It does not include rostering errors or incorrect train scheduling.
Employee	Means an employee of the Business .
Foreign depot	Means a depot other than the employee's home depot.
Full flat rate	Means an amount payable above the base rate of pay , identified in the schedule 1, representing:

Term/ Abbreviation	Meaning
	<p>For SEQ employees:</p> <ul style="list-style-type: none"> (a) Penalty loadings and allowances for working shift work; (b) Annual leave loading (annualised); (c) Monetary allowances (excluding meal allowances); (d) Traction based loading; (e) Single Driver loading. <p>For Regional employees:</p> <ul style="list-style-type: none"> (a) Penalty loadings and allowances for working shift work; (b) Work performed on weekends; (c) Annual leave loading (annualised); (d) Monetary allowances (excluding meal allowances); (e) Traction based loading; (f) DOO loading. <p>The Parties agree that the penalty allowance does not form part of employees' 'base rate of pay' as that term is used in the <i>Industrial Relations Act 1999</i> (Qld).</p>
Home depot	Means the work location to which an employee has been appointed and which is documented on their position description.
Household member	Means any household member that lives with the employee.
Immediate family	<p>Means:</p> <ul style="list-style-type: none"> • An employee's spouse (including de facto spouse, former spouse, former de facto spouse or same sex partner); and/or • A child (including an adult child, adopted child, foster child, or step child of an employee or an employee's spouse; and/or • A parent, grandparent, grandchild or sibling of an employee or an employee's spouse; and/or • An employee's step-parent, step-sibling or half-sibling. <p>Immediate family also includes a household member as defined above.</p>
Leave roster committee	Means a committee consisting of both management and employee representatives who will review and recommend depot leave rosters, which meet the business, employee and workplace health and safety requirements of the depot.
Master Roster	Means an amount of known workings and leisure periods for a depot.

Term/ Abbreviation	Meaning
National Competency Framework	Transport and Logistics Industry Skills Council qualifications, skill sets and associated units of competency.
Non-Competent Driver	Means an employee who has not completed all route or traction assessments.
Parties	Means (collectively) the Business, the relevant employees covered by this Agreement and the relevant union/s covered by this Agreement.
Primary caregiver	Means a person who assumes the principal role of providing care and attention to a child.
QSuper	Means the State Public Sector Superannuation Scheme established by the <i>Superannuation (State Public Sector) Deed 1990</i> .
Regional	North of Gympie North and west of Rosewood.
Relocation	Means a situation where an employee is required to move from one centre to another which means the employee needs to move their principal place of residence.
Roster committee	Means a committee consisting of both management and employee representatives who will review and formulate master depot rosters, which meet the business, employee and occupational health and safety requirements of the depot.
SEQ	Will consist of the following depots: Nambour, Gympie North, Caboolture, Petrie, Shorncliffe, Mayne, Manly, Ipswich, Redbank, Beenleigh, Robina, Springfield, Ferny Grove, Kippa-Ring and any depots subsequently created within the SEQ region.
Single leisure period (SLP)	It comprises a minimum 32 hour period between ceasing duty before the SLP and commencing duty after the SLP. The 32 hour period must include a calendar day.
Summarily dismissed	Where an employee is terminated immediately due to serious misconduct, including but not limited to theft, fraud or violence.
Traincrew	Includes employees employed in the following occupations: <ul style="list-style-type: none"> • Drivers in Charge • Train Operations Inspectors • Train Operations Guard • Tutor Driver / Team Leader • Tutor Guard / Team Leader • Locomotive Driver • Guard • Trainee Driver • Trainee Guard • Driver's Assistant <p>Any new position which requires Traincrew qualifications created subsequent to the lodgement of this Agreement.</p>

Term/ Abbreviation	Meaning
Trainee Driver	A Trainee Driver is an employee who is in the process of qualifying as a locomotive Driver II and employed in that category and has not achieved a Driving competency.
Tuckerbox job	Means any rostered working involving a stay (a period of time between sign-on/off) at a foreign depot.

Schedule 2 – Pay Rate / Classification

Classification	1/9/2020 – 0.00%				1/9/2021 - 3.00%			
	FN Base	FN FFR	Annual Base	Annual FFR	FN Base	FN FFR	Annual Base	Annual FFR
SEQ								
Trainee Guard	2,473.82	3,303.45	64,540.16	86,184.64	2,548.03	3,402.55	66,476.32	88,770.15
Guard	2,811.17	3,753.96	73,341.29	97,937.99	2,895.51	3,866.58	75,541.83	100,876.37
Tutor Guard	2,987.40	3,938.67	77,939.08	102,757.14	3,077.02	4,056.83	80,277.30	105,839.85
Tutor Guard Team Leader	3,179.24	4,139.63	82,944.15	108,000.05	3,274.62	4,263.82	85,432.54	111,240.08
Trainee Driver	2,811.17	3,753.96	73,341.29	97,937.99	2,895.51	3,866.58	75,541.83	100,876.37
Driver	2,990.68	3,993.71	78,024.68	104,192.97	3,080.40	4,113.52	80,365.48	107,318.86
Tutor Driver	3,343.43	4,355.49	87,227.70	113,631.50	3,443.73	4,486.15	89,844.51	117,040.51
Tutor Driver Team Leader	3,532.49	4,599.59	92,160.19	120,000.08	3,638.46	4,737.57	94,924.87	123,599.89
TOG	3,510.63	4,419.19	91,589.88	115,293.57	3,615.95	4,551.77	94,337.60	118,752.49
TOI	3,910.52	4,922.57	102,022.51	128,426.32	4,027.84	5,070.25	105,083.53	132,279.27
DIC Heritage	3,910.52	4,894.74	102,022.51	127,700.20	4,027.84	5,041.59	105,083.53	131,531.55
Regional								
Trainee Driver	2,936.27	4,019.52	76,604.98	104,866.41	3,024.36	4,140.11	78,903.44	108,012.57
Driver's Assistant	2,936.27	4,019.52	76,604.98	104,866.41	3,024.36	4,140.11	78,903.44	108,012.57
Driver	3,123.77	4,276.16	81,496.78	111,561.93	3,217.48	4,404.44	83,941.80	114,908.76
Tutor Driver	3,461.07	4,613.46	90,296.66	120,361.81	3,564.90	4,751.86	93,005.75	123,972.70
TOI	3,910.52	4,922.57	102,022.73	128,426.41	4,027.84	5,070.25	105,083.53	132,279.27
DIC	4,048.10	5,200.50	105,612.01	135,677.16	4,169.54	5,356.51	108,780.38	139,747.60

Classification	1/3/2022 – 3.00%				1/9/2022 - 3.00%			
	FN Base	FN FFR	Annual Base	Annual FFR	FN Base	FN FFR	Annual Base	Annual FFR
SEQ								
Trainee Guard	2,624.47	3,504.63	68,470.59	91,433.34	2,703.20	3,609.76	70,524.60	94,176.11
Guard	2,982.38	3,982.58	77,808.21	103,902.72	3,071.85	4,102.06	80,142.42	107,019.87
Tutor Guard	3,169.33	4,178.53	82,685.60	109,014.92	3,264.41	4,303.89	85,166.17	112,285.48
Tutor Guard Team Leader	3,372.86	4,391.74	87,995.56	114,577.42	3,474.05	4,523.50	90,635.53	118,014.95
Trainee Driver	2,982.38	3,982.58	77,808.21	103,902.72	3,071.85	4,102.06	80,142.42	107,019.87
Driver	3,172.81	4,236.92	82,776.39	110,538.28	3,267.99	4,364.02	85,259.57	113,854.23
Tutor Driver	3,547.04	4,620.73	92,539.79	120,551.61	3,653.45	4,759.35	95,315.95	124,168.11
Tutor Driver Team Leader	3,747.61	4,879.69	97,772.52	127,307.70	3,860.04	5,026.08	100,705.74	131,126.91
TOG	3,724.43	4,688.32	97,167.77	122,314.99	3,836.16	4,828.97	100,082.73	125,984.45
TOI	4,148.68	5,222.36	108,236.16	136,247.72	4,273.14	5,379.03	111,483.23	140,335.13
DIC Heritage	4,148.68	5,192.84	108,236.16	135,477.56	4,273.14	5,348.62	111,483.23	139,541.75
Regional								
Trainee Driver	3,115.09	4,264.31	81,270.52	111,252.86	3,208.54	4,392.24	83,708.56	114,590.47
Driver's Assistant	3,115.09	4,264.31	81,270.52	111,252.86	3,208.54	4,392.24	83,708.56	114,590.47
Driver	3,314.00	4,536.57	86,459.94	118,355.94	3,413.42	4,672.67	89,053.74	121,906.69
Tutor Driver	3,671.85	4,894.42	95,796.00	127,691.99	3,782.01	5,041.26	98,669.99	131,522.94
TOI	4,148.68	5,222.36	108,236.16	136,247.72	4,273.14	5,379.03	111,483.23	140,335.13
DIC	4,294.63	5,517.21	112,043.89	143,940.15	4,423.47	5,682.73	115,405.24	148,258.45

Classification	1/9/2023 – 1.50%			
	FN Base	FN FFR	Annual Base	Annual FFR
SEQ				
Trainee Guard	2,743.75	3,663.91	71,582.52	95,588.85
Guard	3,117.93	4,163.59	81,344.61	108,625.15
Tutor Guard	3,313.38	4,368.45	86,443.76	113,969.80
Tutor Guard Team Leader	3,526.16	4,591.35	91,995.05	119,785.11
Trainee Driver	3,117.93	4,163.59	81,344.61	108,625.15
Driver	3,317.01	4,429.48	86,538.47	115,562.03
Tutor Driver	3,708.25	4,830.74	96,745.65	126,030.63
Tutor Driver Team Leader	3,917.94	5,101.47	102,216.31	133,093.78
TOG	3,893.70	4,901.40	101,583.91	127,874.10
TOI	4,337.24	5,459.72	113,155.56	142,440.27
DIC Heritage	4,337.24	5,428.85	113,155.56	141,634.90
Regional				
Trainee Driver	3,256.67	4,458.13	84,964.24	116,309.49
Driver's Assistant	3,256.67	4,458.13	84,964.24	116,309.49
Driver	3,464.62	4,742.76	90,389.51	123,735.29
Tutor Driver	3,838.74	5,116.88	100,150.04	133,495.82
TOI	4,337.24	5,459.72	113,155.56	142,440.27
DIC	4,489.82	5,767.97	117,136.26	150,482.30

Driver Only Operation

When DOO is introduced into a depot, all Traincrew employees in the depot will have their full flat rate increased by 5% regardless of whether DOO is maintained in the depot. If however depot wage rates have been increased previously on the basis of introducing DOO there will be no further DOO increase to the full flat rate upon re-introduction.

For the sake of clarity, Regional Depots will not receive a 5% increase in the event DOO workings are continued/re-introduced as their full flat rate already accounts for any change related to DOO workings.

Schedule 3 – Uniforms, Stores and Amenities

1 Uniforms, Protective Clothing and Equipment

The Business will provide employees with uniforms and where required, protective clothing or equipment. These will be suitable and appropriate to the type of work activity being undertaken.

Where a uniform, protective clothing or equipment is provided, it must be correctly worn or utilised while the employee is on duty.

Employees will take reasonable care of uniforms, protective clothing or equipment which will remain at all times the property of the Business.

Employees will receive five (5) shirts, five (5) pants (combination of summer and winter) and five (5) sock pairs in accordance with local standards, on commencement.

Worn or defective items of uniform, protective clothing or equipment must be reported to the Business.

The Business will replace uniforms, protective clothing and equipment on a “fair wear and tear” basis.

If the Business intends to make changes to uniforms and or protective clothing and or stores equipment, it will undertake consultation in accordance with the provisions outlined in Consultative clause of the Agreement.

2 Traincrew Stores and Equipment

The Business will issue Traincrew employees the following stores and equipment on commencement and then fair wear and tear.

- Backpack
- Safety vest
- Security cards & retractable card holder
- Rain coat & pants
- Safety glasses (clear)
- Sunglasses ‘Polarised lenses wrap-around’ AS/NZS 1337:1992
- Shunting gloves
- Watch
- Water bottle
- Garters for long socks
- Cooler bag
- Key strap (Leather)
- Torch
- Notebook cover
- First aid kit Guards only

- Plastic clipboard Guards only
- Whistle (Guards only)
- Value book (Guards only)
- Network operational timetable & cover (Guards – Drivers Optional)
- Safety shoes/boots

3 Three monthly stores issue

- Torch batteries x 3 sets
- Biro/pens x 2
- Sweat rags
- Ear plugs x 4 sets
- Insect repellent replaced as needed
- Sunscreen 50+x2
- Hand sanitizer 3 x 50 ml bottle
- Hand wipes 80 Pack
- Protective rubber gloves 6 pair
- Poncho (disposable) replaced as needed
- Lens cleaning towelette 25 Pack
- Notebook Driver 1; Guards 3

4 Traincrew Quarters Standards

As a general principle Traincrew quarters will be provided for the sole use of employees who are to be domiciled for short time spans between shifts of duty.

4.1 Quarters/Accommodation type

The standard and design of Traincrew quarters will be the subject of consultation between the Business and depot workplace representatives and are to conform with the Building Code of Australia.

The design of new quarters is to ensure the minimisation of noise, and conform with other Traincrew requirements in relation to locality and layout.

The locality of new quarters will have to be assessed on a location by location basis, though as a general rule should be neither too far from sign-on/sign-off facilities or too close to sources of disturbing noise, i.e. shunting yards, main roads etc.

The use of Motels/Hotels by the Business for employees laying off between workings is to be the subject of consultation and agreement between the business and nominated union workplace representatives.

4.2 Minimum standards

a) Bedrooms

- Traincrew are to be accommodated in separate single bedrooms.
- In recognition of the importance complete bedroom darkness plays in the facilitation of sound sleep during the day by Traincrew appropriate devices, such as shutter blinds, shall be fitted to windows to enable full darkness.
- Bedrooms are to be fitted with air conditioners with cooling and heating capacity. Where alternative air conditioning systems which do not have both heating and cooling capacity are currently installed, these will be replaced in accordance with an agreed replacement program.
- Bedrooms are to be of adequate dimensions.
- Beds and mattresses are to be of an agreed construction size, e.g. 3/4 size.
- Adequate hanging space for clothing etc. is to be provided.
- Individual reading lamps are to be provided
- Bedrooms are to be fully carpeted.
- Bedrooms are to be noise insulated.

b) Hallways

- Hallways are to be equipped with adequate lighting.
- Hallways are to be fully carpeted with thick underlay to reduce noise, though other flooring material may be used where this is agreed.

c) Kitchen

With due consideration to the number of employees utilising quarters the following kitchen equipment is to be provided:

- Modern gas/electric stove or hotplate.
- Microwave oven.
- Air filter/extraction equipment.
- Adequate sized refrigerator/freezer.
- Electric kettle.
- Electric toaster.
- Adequate provision of tables and good quality padded seating.
- Good quality tiles or vinyl flooring.
- Adequate air conditioning with cooling and heating capacity.
- Full insect screens.
- Tucker box racks.
- Kitchen utensils.
- Hot and cold water.

d) Amenities/lounge room

- Good quality lounge type seating.
- Colour television.
- Provision of tables for recreational activities.
- Adequate air conditioning with cooling and heating capacity.
- (Vinyl or tiled flooring.
- Fully screened.
- Noise insulated.

e) Laundry

- A clothes drier will be provided for the drying of towels.

5 Depot and Meal Room Amenities

5.1 Change rooms

Dedicated change rooms shall be provided

- Change rooms should be clearly marked for males and females.
- The change room area should have a minimum floor area of 0.5 metres squared (m²) for each person changing clothes at any one time. The floor area includes bench seating, but excludes floor occupied by furniture, fittings, fixed storage (lockers) space, or any other permanently fixed items.
- Suitable bench seating in all change rooms to be at least 400 millimetres (mm) wide and 460mm in length for each person using the room at any one time.
- A minimum of one shower for each workplace should be provided and at the rate of at least one for each 25 people or fraction of 25 people
- Separate shower facilities shall be provided with adequate privacy for the exclusive use of male or females, where both males and females are employed.

5.2 Meal rooms

- Adequate numbers of suitable tables and seating should be provided for eating meals.
- Tables of sturdy construction should be provided and of a length calculated at 560mm for each person using the facility at any one time.
- Seating shall be either chairs 400mm wide x 560mm long for each person.
- The floor area provided shall be at a rate of at least 1m² of floor space for each person using the room at any one time. This space includes space occupied by any tables and seating, but excludes fixtures and appliances.
- Meal rooms shall be free of dust and odours, and should have appropriate ventilation and temperature control systems such as:
 - reverse-cycle air conditioning;
 - cooling fans or heaters; and

- flow through ventilation.
- A refrigerator(s) of adequate size and number shall be provided in each meal room to store perishable foods for all persons using the meal room.
- An adequate supply of boiling water for hot drinks should be provided.
- Food warming facilities of adequate size and number shall be provided in each meal room.
- A sink unit of adequate size, with a supply of clean water, should be provided in each meal room.
- A suitable space or shelves for storage of employees' provisions should be provided, including for utensils and food.
- Garbage bins, with removable liners and secure lids shall be provided. Bins shall be emptied at least daily or as required.
- An adequate supply of cool, clean drinking water should be available with at least one chilled water dispenser in the meal room.
- Where a connection to water supply is not possible, supply may be provided by the supply of individual bottled water for employees.

5.3 Quiet Rooms

- Quiet rooms are required in newly constructed facilities to provide employees with an opportunity to recover and relax.
- The floor area provided shall be at a rate of at least 1m² of floor space for each person using the room at any one time.
- Good quality lounge type seating.
- Noise insulated.
- Appropriate devices, such as shutter blinds, should be fitted to windows to enable full darkness.

5.4 Amenities/lounge room

- Good quality lounge type seating.
- Colour television.
- Adequate air conditioning with cooling and heating capacity.
- Vinyl or tiled flooring.
- Fully screened.
- Noise insulated.
- Appropriate devices, such as shutter blinds, should be fitted to windows to enable full darkness.

5.5 Cleaning

- Depot and meal room amenities will be maintained to a reasonable hygiene standard.

Schedule 4 – Driver Only Operation Requirements

The Business will not require or request any Driver to operate a locomotive 'Driver Only' except in accordance with this schedule.

PROCEDURES FOR TESTS AND TRIALS OF DRIVER ONLY OPERATED TRAINS

The Business shall establish at each relevant depot a Driver Only Operations (DOO) committee Local DOO committee consisting of three Drivers elected from the Drivers attached to the depots concerned and three employer representatives appointed by the Business. In addition, clause 67 of this **Agreement** shall apply.

DOO tests shall be conducted by taking a normal train, with the Business's full crew, and picking a location and time where a fault is simulated in order to test a specific procedure. For the test the train goes to DOO mode, and one crewmember carries out the procedure being tested. When concluded the train reverts to normal operation.

Corridor DOO Tests shall be conducted by running a normal train under DOO conditions through a corridor or nominated section(s). The local DOO committee shall determine whether, when the test is conducted, the second person accompanies the test Driver in the leading cab, trailing cab or following the test train in a motor vehicle. Should any operational incident arise the trial shall be cancelled and the working reverts to (normal) two Driver operation.

At all times during the test and trials, the train Driver must have full and uninterrupted [i.e. 100%] access to communication with Train Control, whether the Driver is on or off the train.

Prior to any test or trial, The Business shall obtain the appropriate written authorisation from the track owner and regulator.

Tests and trials shall only be earned out using modified locomotives which modifications have been the subject of **consultation** with the local DOO committee.

Prior to the commencement of any test or trial, agreement shall be reached between the **employee** and employer representatives who are on the relevant local DOO committee, on DOO relief points, locations and sections.

If deemed required by the DOO Committee, prior to the commencement of any test or trial, the Business shall ensure all relevant urban and / or regional emergency services personnel (e.g. State Emergency Services, Police, etc.) are made aware of the test and trial to be conducted.

There shall also be established at each relevant depot, a signal sighting committee consisting of the

employee representatives on the local DOO committee (or their nominees from other depot employees) and employer representatives.

The terms of reference for each such committee are as follow;

- To ensure all signals can be clearly seen from the driving seat at the appropriate location and speed.
- To ensure all speed boards can be clearly seen from the driving seat at the appropriate location and speed.
- To ensure all level crossings can be clearly seen from on the driving seat at the appropriate location and speed.
- To ensure no obstructions (such as branches, awnings, cuttings, curves etc.) restrict the view of the Driver at the appropriate location and speed through risk mitigation by the DOO Committee.

PROCEDURE/EQUIPMENT TESTS AND OPERATIONAL TRIALS

The trialling for Driver Only Operation (DOO) shall take into account the following:

- Overall safety requirements and safe working procedures;
- Constraints imposed by engineering production associated with modification to locomotives, rolling stock and I or infrastructure;
- Risk mitigation requirements.

The general concept of DOO shall involve the following:

- Trialling of DOO will be scheduled on the basis of comparatively lower risk categories of operation (Category 1) being conducted first (subject to satisfying risk mitigation strategies), followed by comparatively higher risk categories. This does not exclude the possibility of trials running concurrently in various categories of DOO;
- On completion of successful trials within a category (e.g. Category 1), the progressive roll out across that category of operations will be by agreement between the employer and the affected employees as to the implementation plan which shall be in accordance with Item 3.3, subject to satisfying safety and required risk mitigation requirements;
- The roll out of DOO may involve the progressive implementation within regions, specific corridors and / or train services based on commercial priorities and pre-requisites as identified in the risk mitigation requirements;

The time involved in the trialling of DOO is to be sufficient to:

- Provide the appropriate time to validate the trial objectives which is anticipated not to exceed 3 months;
- Validate safety requirements and train operating systems;
- Validate operational protocols and procedures, particularly with reference to operations on private sidings and/or non-track circuited track where higher risk profiles may exist;
- Provide a data base and experience to make informed judgments on the trial outcomes.
- The DOO trial program will be conducted and commenced specifically as follows:

Category 1 Operation

- Priority shall be to ensure locomotives for these services and associated operational protocols are prepared to support an on-time commencement of the trials.
- A review and validation of trial results shall be conducted by the relevant local DOO committee;
- Adjustment to the schedule may be necessary to enable engineering production timeframes for locomotive risk mitigation and other co-ordination issues to be met.
- The Business shall ensure that any technical modifications required to be made to locomotives are completed and confirmation of the completed modifications shall be provided to the local DOO committee. The confirmation of the necessary modifications having been completed shall ensure their suitability for use in DOO.

The trialling of DOO will be subject to the following:

Preliminary Trial Preparation

The Business, in consultation with the local DOO committee shall:

- Identify the aim, scope, objectives and performance criteria of the trial.
- Confirm the priority and timing for the completion of the trial.
- Confirm the services to be trialled.
- Validate all pre-requisites for the trial, including the following;
- Risk mitigations plans are completed and equipment for the trial available.
- Paths are confirmed by the relevant track access provider and circulars Issued to affected employees.
- Relevant employees are briefed and rostered and trains are tasked for the trials.

- The local DOO committee shall participate in validating the trial if successful.
- The validation shall include assessing the performance criteria, feedback and evaluation of Information.

The trial instruction shall be issued not less than two (2) weeks prior to the trial date.

Conduct Procedure and Equipment Tests

The trial tests shall be based on a methodology discussed with the local DOO committee.

- Trial tests may require retesting to occur, as necessary.
- The local DOO committee shall review outcomes, as required.
- Additional testing of safe working procedures, etc. may be required.
- Such additional tests shall occur in circumstance where the local DOO committee identifies the need, and shall be agreed by the local DOO committee, the employer and affected employees and their representatives.

Final Testing Validation & Evaluation

The local DOO committee shall develop a post-test report.

The local DOO committee shall confirm concurrence of all relevant parties to the trials. The Business shall provide the local DOO committee with details of the formal approval to vary rail safety accreditation.

Operational Trials

DOO trials shall be conducted over a timeframe in consultation with the local DOO committee.

The local DOO committee shall review and validate the trials.

The local DOO committee shall be consulted on the confirmation of the trial results.

Implementation of DOO trains shall be conducted on a timetable after consultation between the Business and the affected employees.

DRIVER ONLY OPERATIONS (DOO)

The Business shall consult with employees and their representatives or nominee where the Business proposes to Introduce Driver Only Operations. The Business shall report back to employees and their representatives at depots affected by Mainline DOO outcomes of such consultation.

Mainline Work

The minimum time off spent in Quarters/Motel style accommodation for DOO mainline shifts should be as per schedule 3.

In addition, where possible:

- Start times for shifts shall be held constant over a run of consecutive shifts during a week where possible;
- Have shift start times move in a forward direction;
- Where practical, have local work, relief, available and shunt shifts rostered to intervene with DOO shifts;
- Not have any one line of the working roster containing any mainline DOO shifts exceed 48 hours' work.

Rosters for mainline DOO shall be based on the timetabled train running time.

A maximum rostered shift limit of 9 hours from sign-on to sign-off will apply to mainline DOO. In the event of train delays, a Driver may elect to cease DOO 9 hours from sign-on and shall be relieved. The Driver shall be entitled to a 30 minutes paid meal break between the third and fifth hour as arranged in consultation with the Track Access Supplier on the day of operation.

DOO Implementation

Where a decision to implement DOO is taken, the Business shall do so by a staged Implementation.

Employee's nominees shall be involved and consulted in all aspects of the implementation.

DOO shunting shall be implemented at all sites in accordance with this Agreement.

Fatigue management is recognised as a critical factor with DOO. All depot rosters and DOO shifts shall be examined for incidents and levels of fatigue by the Business and the local **Roster Committee**.

The Business and the local DOO and Rostering Committees will monitor and review the fatigue management issues.

CAB STANDARDS

The following minimum standards shall apply to all Locomotive Cabs operating in DOO mode, whether in tests and trials or in full implementation for all operations other than dedicated terminal shunt locomotives.

Vision- the locomotive must have a lower profile nose with at least 180 degrees visibility.

Windscreens/Side Windows The windscreens shall comply with the latest U.S Standard for high impact windscreens with respect to the large objects impact test and ballistic test. All side windows shall comply with the latest US Standard for high impact windscreens.

The windscreens shall be fitted with an inbuilt demister and all side windows shall be tinted with a minimum light/heat transmission of 35%.

Noise levels in all locomotive cabs operating in DOO mode shall not exceed 81db where the locomotive is

of the non-vestibule type. Where the locomotive is of a vestibule type, noise levels shall not exceed 75db. Noise level readings shall be taken at the Driver's ear position with all equipment operating in the cab, windows closed and the main horn operating.

All locomotive will comply with Australian Standards AS 7533.1 and AS7531 in addition they will be fitted with;

- Coupler lights which shall be fitted on both the 'A' and 'B' ends of the locomotive with a switch mounted on either corner of the locomotive.
- Rear vision mirrors with built in demisters.
- Air conditioning. The air conditioner controls shall be located adjacent to the Driver.
- A refrigerator.
- Fluorescent cab lighting.
- Positive notching type blinds fitted to all windows and silver backing.
- Shadow board and DOO equipment box is to be provided.
- Ditch lights (low visibility lights).
- AM and FM radio and CD player.
- Hot plate and toaster.
- Dynamic brake cut out switch.
- Toggle joystick type train whistle.
- LED type headlight I ditch light failure indicator lights.
- Internal and external door locking which allow all locomotive cabs to be locked when left unattended.
- Fuel level indicator.
- Marker lights that can be changed from within the cab.
- A kettle, to be located in a secure location.
- Automatic Train Protection System

All locomotive cabs shall have the vigilance control timing cycle set at (specified Increments which may vary from state to state) before a penalty brake application occurs.

The vigilance control shall only be cancelled through the vigilance button, operation of the throttle or dynamic brake or operation of the air brakes.

The changeover switch shall be positioned adjacent to the Driver.

If the penalty brake is applied and is not reset in two (2) minutes, an automatic emergency call shall be programmed on the radio to be made to Train Control.

Jumper cables are to be semi permanently mounted at each end of the locomotive.

Remote operated End of train monitoring is to be provided.

A traction motor cut-out switch is to be provided on mail line locomotives.

It is recognised that there may be changes in technology, work practices and/or safety standards, items. Where this is the case, items equivalent to those described in this clause will be provided that meet the equivalent levels of safety, security and/or comfort.

For locomotives operating within a DOO-shunt environment and not for mainline operations between depot locations, listed above do not automatically apply and the Business will consult with employees at a local level in regards to their applicability (the standard of which will be no less than that in place at the commencement of this Agreement).

Schedule 5 – Salary Packaging

NOTE: The salary packaging options listed in this Schedule represent the salary packaging options that may be available during the life of the agreement. In some instances, where facilities such as on-site child care are not provided by the Business, that option will obviously not be available. In some instances, the implementation of salary packaging options may require some lead-in time and therefore not all options may be available to employees from the commencement date of the agreement. Full FBT applied salary package items may not be viable for the Business's employees.

PROCEDURAL MATTERS

Bureau Service Providers

The bureau service providers are to:

- Copy and distribute documentation to employees explaining salary packaging.
- Conduct information sessions for employees in Brisbane and regional centres.
- Provide ongoing administration.

Liability

There are four main contractual relationships that need to be considered:

- Agency and participating employee.
- Agency and bureau service provider.
- Employee and bureau service provider.
- Employee and his/her financial adviser.

The participation agreement provides for the following:

- Indemnity of the agency against any claims by the employee arising from the salary packaging arrangement; and
- The employee's written or electronic authorisation for the agency to make the necessary deductions from salary.

The participation agreement between the agency and the employee allows the employee mobility across the service with minimal disruption to their remuneration arrangements.

A contract between the Business and the bureau service provider should provide for the following:

- An indemnity from the provider against all claims that the employee might make;
- The procedures and protocols to ensure a quality service; and
- A requirement that the provider would not act outside the scope of the agreed procedures and protocols.

Independent Financial Advice

These arrangements do not contain any mandatory requirement for independent financial advice. The Business and the Queensland Government therefore strongly recommend that employees obtain independent financial advice before entering into a packaging arrangement. According to ATO guidelines, financial advice sought by employees in regard to salary

packaging arrangements will be subject to FBT when the cost is included as part of a salary packaging arrangement.

ALLOWABLE SALARY PACKAGING ITEMS

Subject to any future limitations by the Australian Taxation Office, an employee may package up to 50% of their salary into items other than superannuation. Superannuation may be packaged up to 100% of salary (excluding that portion of superannuation which is nominated as the 'employer contribution').

That is, an employee may choose to salary package in either of the following combinations:

- Any percentage of salary up to 100% sacrificed to superannuation only.
- Up to 50% of salary packaged to other items, plus the remaining percentage, up to a total of 100% of salary, packaged to superannuation (e.g., 20% to each laptop and novated car lease, plus 60% to superannuation).

When entering into a salary packaging arrangement for the first time, or adding a new item/items to an already agreed packaging arrangement, the employee is ***strongly recommended*** to seek independent financial advice.

“Not subject to FBT” or “Otherwise Deductible” Package Items

- Superannuation
- Portable electronic devices - portable electronic devices primarily for use in the employee's employment. Only one item with substantially identical features is available per FBT year (excluding items purchased as a replacement for an existing device)
- Computer software primarily for use in the employee's employment and purchased with the portable electronic device
- Work Uniforms (ATO conditions apply)
- Professional association membership fees or subscriptions (work-related)
- Airport lounge membership
- Child care fees (at facilities that comply with ATO legislation regarding centres located on the employer's business premises)
- Financial counselling fees ¹ (ATO conditions apply)
- Disability/Income protection insurance premiums
- Professional development expenses ² (related to the employee's current employment activities)
- Professional development travel expenses ² (not including travel to and from work)
- In-House private health/fitness centre membership (at facilities that comply with ATO legislation regarding centres located on the employer's business premises)

“Part or Concessionally Taxed for FBT Purposes” Package Item

- Novated lease on a motor vehicle (private use)

“Full FBT Applied” Package Items

- HELP fees (previously known as HECS Fees)
- Private health insurance
- Private health/fitness centre memberships
- Private rental payments
- Own home mortgage payments
- Car parking
- Desktop computer (non-work related) including other peripherals (hard drive, printer, router and web cam)
- Computer software (non-work related)
- Portable electronic devices (non-work related)
- Personal loan repayments
- Aged and disabled care payments
- Savings/investment scheme (non-superannuation) contributions
- Insurance premiums (other than income protection insurance)
- House/contents insurance (on employee's principal place of residence)
- Child care fees (non employer owned)
- Private school fees
- Private travel
- Financial counselling fees ¹ (ATO conditions apply)
- Club/association (non work-related) membership subscriptions
- Motor vehicle operating expenses
- Payments to utilities (private telephone, electricity, local government rates, etc.)

¹ *Financial counselling/advice about salary packaging will attract full FBT.*

² *Professional Development Expenses and Professional Development Travel Expenses must be wholly deductible for income tax purposes in the year in which they were incurred as if the employee had sought to claim a personal deduction on their income tax return.*

For further information, please refer to the Business's Salary Sacrifice Procedure and the Australian Taxation Office guidelines and rulings for information on Concessional Contributions Limits, Reportable Employer Super Contributions, and Fringe Benefits Tax.

Schedule 6 – Traincrew Qualifications

The Transport & Logistics Training Package and associated competency standards will be used to underpin the Business's Traincrew functions, along with additional enterprise requirements.

The Business will provide the employee with the equipment and training necessary to carry out these safety critical roles

Driver and Guard positions will require the attainment of AQF Qualifications, as follows:

- Drivers - TLI42615 Certificate IV Training Driving*
- Guards – TLI32318 Certificate III in Electric Passenger Train Guard*

*or its successor as released on training.gov.au

Nationally recognised Qualifications will be issued to employees upon satisfying the requirements of the specific training and assessment.

Relevant packaging rules for the qualifications are located on training.gov.au, and qualifications will be made up from core, stream electives and general electives as identified in the current Training & Assessment Strategy developed through industry consultation in line with business requirements.

Guards required to work in the capacity of a Driver's Assistant shall be required to successfully complete an assessment of competency against the position requirements before being utilised in that role.

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


.....
Representative Signature

NICK 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) and by**
its duly appointed representative


.....
Representative Signature

OWEN DOOLAN
BRANCH SECRETARY
.....
Name, Title of Representative (print)

Floor 1, 457 Upper Edward Street
Brisbane, QLD 4000
Address

**Signed on behalf of Union (Australian Federated
Union of Locomotive Employees) and by its duly**
appointed representative


.....
Representative Signature

MICHAEL MCWILLIAM - STATE SECRETARY
AFULE
.....
Name, Title of Representative (print)

41 Peel Street
South Brisbane, QLD 4101
Address


.....
Witness Signature

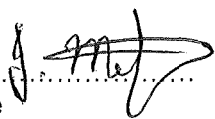
Dion Matley, Employee Relations Manager
.....
Name, Title of Witness (print)

.....
Date 27/10/20


.....
Witness Signature

Andy Martin, Senior Employee Relations Advisor
.....
Name, Title of Witness (print)

28/10/20
.....
Date


.....
Witness Signature

JAMES MEWERT, AFULE TRUSTEE
.....
Name, Title of Witness (print)

.....
Date 27-10-20

Fair Work Commission

Queensland Rail

And

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

And

The Australian Federated Union of Locomotive Employees

**AG2020/3255 APPLICATION FOR THE APPROVAL OF THE
QUEENSLAND RAIL TRAINCREW 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 Traincrew Enterprise Agreement 2020 (“the Agreement”).

NATIONAL EMPLOYMENT STANDARDS

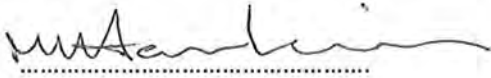
Dispute Resolution

2. The Applicant recognises the Agreement at clause 24 does not specifically refer to disputes relating to National Employment Standards and Agreement (s.186(6)).
3. That is, there is no express provision clearly allowing the FWC, or another person who is independent of the employers, employees or employee organisations covered by the Agreement, to settle disputes:
 - a. About any matter arising under the Agreement; and
 - b. In relation to the National Employment Standards.
4. The Applicant notes the existing provision does contain the following statement:

“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, the FWC is authorised to resolve the dispute by arbitration.”
5. For clarity, this is intended to allow the FWC to settle disputes about any matter arising under the Agreement.
6. Additionally, the Applicant undertakes to allow the FWC to settle disputes that arise in relation to the National Employment Standards.


Signed on behalf of Queensland Rail Transit Authority

by its duly authorised representative



Representative Signature

MICHAEL HAWKINS



Full Name, Title of Representative (print)

305 Edward Street

Brisbane, Qld 4000

Address



Witness Signature

Dion Marley

Employee Relations Manager

Full Name, Title of Witness (print)

10 November 2020

Date