



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Watco Australia Logistics Pty Ltd**  
(AG2024/34)

## **WATCO QUEENSLAND RAIL SUPPLY CHAIN ENTERPRISE AGREEMENT 2023**

Rail industry

DEPUTY PRESIDENT GOSTENCNIK

SYDNEY, 3 APRIL 2024

*Application for approval of the Watco Queensland Rail Supply Chain Enterprise Agreement 2023*

[1] Watco Australia Logistics Pty Ltd applies under s 185 of the *Fair Work Act 2009* (the Act) for the approval of a single enterprise agreement known as the *Watco Queensland Rail Supply Chain Enterprise Agreement 2023* (the Agreement).

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

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

[4] The following provisions are likely to be inconsistent with the National Employment Standards (NES):

- Clause 35.6 – Annual leave; and
- Clause 36.2 – Personal/carer’s leave.

However, noting clause 4 of the Agreement, I am satisfied that the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

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

[6] The Agreement is approved and, in accordance with s 54 of the Act, will operate from 10 April 2024. The nominal expiry date of the Agreement is 3 April 2028.



DEPUTY PRESIDENT

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## Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2024/34 – Application for approval of the Watco Queensland Rail Supply Chain Enterprise Agreement 2023

Applicant:

Watco Australia Logistics Pty Ltd

### Section 185 – Application for approval of a single enterprise agreement

#### Undertaking – Section 190

I, Leonie Nankiville, VP Corporate Services have the authority given to me by Watco Australia Logistics Pty Ltd (Watco) to give the following undertakings with respect to the Watco Queensland Rail Supply Chain Enterprise Agreement 2023 ("the Agreement"):

1. Clause 7.12 will be read as follows:

Subject to 7.13, for all Ordinary Hours worked other than work on a public holiday, casual Team Members shall be paid at the rate of pay in clause 28, for the classification they are engaged in, plus a loading of 25%.

2. Clause 7.13 will be read as follows:

A casual Team Member who works additional hours, will be paid in accordance with clause 29. Hours paid in accordance with clause 29, do not attract a loading of 25%.

3. Clause 41.6 will be read as follows:

A casual Team Member who works a public holiday is entitled to be paid overtime at the rate of 2.0 times their base rate of pay, for all time worked on the public holiday.

4. A Team Member will not be rostered to work on a weekend and / or on a public holiday unless they have also been rostered to work on at least two (2) weekday day (non-public holiday) shifts in that same Roster Cycle.

5. The frequency of Team Members working on weekends and/or public holidays will be monitored by completion of a yearly reconciliation by Watco. This reconciliation will calculate the amount of remuneration that would have been payable to the Team Member under the provisions of the Award over the relevant period and compare it to the wages received for that period under this Agreement.

6. Additionally, where a Team Member considers that over a three (3) month period they are not better off overall under this Agreement than under the applicable Award, they may request a comparison of the wages received for that period under this Agreement and the wages they would otherwise have been provided with under the Award. Watco will provide this reconciliation to the Team Member within seven (7) days following any request.
7. Any shortfall in wages which would otherwise be payable under the Award will be paid to the Team Member with an extra \$50.00 in the next pay period after the review is completed. If the Team Member and Watco cannot reach agreement on the total amount which should be paid by the operation of this undertaking, clause 12, Resolving Differences of the Agreement will be followed and the parties will agree to the Fair Work Commission arbitrating and making a binding determination to resolve the matter.
8. For the purposes of this Undertaking the applicable Award means the Rail Industry Award 2020.

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



\_\_\_\_\_  
Signature

14 February 2024

\_\_\_\_\_  
Date

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



# **WATCO QUEENSLAND RAIL SUPPLY CHAIN ENTERPRISE AGREEMENT 2023**

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## PART ONE – THIS AGREEMENT AND ITS OPERATION

### 1. TITLE

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This Agreement shall be known as the Watco Queensland Rail Supply Chain Enterprise Agreement 2023.

### 2. COVERAGE

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This Agreement shall cover:

- a) Watco Australia Logistics Pty Ltd (Watco);
- b) All employees of Watco employed within Queensland, Australia who are engaged in any of the classifications set out in Appendix 1 – Classification Indicative Duties and Requirements;
- c) The Australian Rail Tram and Bus Industry Union, QLD Branch (subject to that organisation notifying the Fair Work Commission that it seeks to be covered by this Agreement and the Fair Work Commission approving this Agreement); and
- d) The Australian Federated Union of Locomotive Employees (subject to that organisation notifying the Fair Work Commission that it seeks to be covered by this Agreement and the Fair Work Commission approving this Agreement).

This Agreement does not cover clerical and administrative employees, maintenance or managerial employees.

### 3. DURATION

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This Agreement shall operate from the day specified by the Fair Work Commission in accordance with s54 of the Act.

The nominal expiry date of this Agreement shall be four (4) years from the date that the Agreement is approved by the Fair Work Commission.

### 4. APPLICATION OF OTHER INDUSTRIAL INSTRUMENTS

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This Agreement shall apply to the exclusion of the provisions contained in any Modern Award or Industrial Instrument that may have otherwise applied to the Team Members or Watco.

This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and a term of the NES, and the NES term provides a greater benefit to the Team Member, the NES term will apply to the extent of the inconsistency.

### 5. DEFINITIONS AND INTERPRETATIONS

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- a) “**Act**” means the *Fair Work Act 2009* (Cth) as amended from time to time.
- b) “**Barracks Works**” means when Team Members are booked off at a location other than their Home Location for the purpose of having suitable rest following or prior to the working of a service.



- c) **“Distributed Power Technology”** means technology that allows for the physical distribution throughout the length of a train of separate motive power (locomotive) groups controlled from the lead locomotive. Such groups may be single units or multiple consists.
- d) **“Driver Only Operation” (DOO)** occurs where a driver is the only person to have sole responsibility for the control, operation and procedures of a locomotive or locomotives, or train. Driver only operation does not occur where a two-driver operation shift has, as part of the shift, one driver working on the ground.
- e) **“Existing Team Members”** refers to an employee who commenced their continuous employment with Watco prior to the date this Agreement was made (i.e., the date the ballot closed).
- f) **“Home Location”** means the Team Member’s appointed operational base or, where the Team Member is working away from home on Term Transfer, the Team Member’s temporary operational base. The place where the Team Member commences (signs on) and finishes (signs off) work.
- g) **“Immediate Family”** means a spouse or former spouse, de facto partner or former de facto partner, child, parent, grandparent, grandchild or sibling of an employee, or a child, parent, grandparent, grandchild or sibling of an employee’s spouse or de facto partner. Immediate Family also includes step-relations (e.g., step-parents and step-children) as well as adoptive relations.
- h) **“Master Roster”** means a roster(s) that applies in respect of a Home Location and show RDOs.
- i) **“NES”** means the National Employment Standards set out in Part 2-2 of the *Fair Work Act 2009* (Cth).
- j) **“Ordinary Hours”** means an average of 80 hours (consisting of 76 hours and 4 reasonable additional hours) averaged over a Roster Cycle.
- k) **“Ordinary Hourly Rate of Pay”** means the rate of pay for the Team Member’s classification as provided for in clause 28.
- l) **“Operational Roster”** means a roster(s) that apply in respect of a Home Location that shows RDOs and shift details (including shift times, lengths, and workings, if known) as allocated to relevant Team Members.
- m) **“Operational Shift”** means a rostered period of time in which a Team Member is lawfully required to work. This may include car driving, attendance at medicals or for training purposes.
- n) **“Roster Cycle”** means a designated two-week period over which work is arranged.
- o) **“Serious Misconduct”** is as contained in Regulation 1.07 of the *Fair Work Regulations 2009* (Cth).
- p) **“Shiftworker”** means a Team Member who is a 7-day shiftworker who is regularly rostered to work on Sundays and public holidays.
- q) **“Stand-alone”** means not included in the calculation of Ordinary Hours or in the payment for Ordinary Hours.
- r) **“Team Member”** means an employee of Watco covered by this agreement.
- s) **“Unions”** means both the Australian Rail Tram and Bus Industry Union, QLD Branch and Australian Federated Union of Locomotive Employees.

- t) **“Watco”** means Watco Australia Logistics Pty Ltd (ACN 624 325 159).
- u) **“Watco Depot”** means a Watco leased or owned premises.
- v) **“Year”** refers to the period of time between a Team Member’s employment with Watco and the one-year anniversary date of the Team Member’s employment.

## **PART TWO – CONTRACT OF EMPLOYMENT**

### **6. GENERAL PRINCIPLES**

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- 6.1 The parties to whom this Agreement applies recognise that Team Members are obliged to follow the lawful and reasonable directions of Watco.
- 6.2 Within the limits of their skills, competence and training, Team Members shall undertake their duties as directed and use any tools and equipment as required for the efficient performance of those duties. Team Members recognise the need to be flexible in the performance of their duties and may be required to perform a wider range of duties including work which is incidental or peripheral to their primary function. Watco commits not to promote deskilling through requiring this degree of flexibility.
- 6.3 Team Members are required to do all things reasonably necessary to attain and maintain the required levels of skill, competence, health and fitness to perform their work in a safe, efficient and productive manner.
- 6.4 Appropriately qualified drivers will operate locomotives in any required configuration including, but not limited to, single or multiple locomotives and subject to clause 6.5 operating locomotives using Distributed Power Technology.
- 6.5 Watco may introduce Driver Only Operations in accordance with Rail Safety National Law requirements and any prescribed technology. Watco will consult with impacted Team Members in accordance with clause 11.

### **7. TYPES OF EMPLOYMENT**

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#### **Full Time Employment**

- 7.1 A full time Team Member is a Team Member engaged to work an average of 80 Ordinary Hours (consisting of 76 hours and 4 reasonable additional hours) averaged over the Roster Cycle.

#### **Part Time Employment**

- 7.2 A part time Team Member is a Team Member engaged to work agreed hours, which are fewer than full time hours.
- 7.3 The total number of hours per Roster Cycle will be agreed in writing and may be averaged over the Roster Cycle by agreement with the Team Member and Watco. These terms may be varied by agreement in writing.
- 7.4 A part time Team Member may be required to work additional hours beyond the agreed hours. If this applies, the Team Member shall be paid for the additional hours in accordance with clause 29.
- 7.5 A part time Team Member will receive on a pro-rata basis equivalent pay and conditions to a full time Team Member at the same level.

#### **Permanent Employment**

- 7.6 A permanent Team Member is an employee engaged on a continuing basis.

### **Maximum Term Employment**

- 7.7 A Team Member may be engaged on a full time or part time basis for a specified maximum term for purposes including project work, peak or short-term additional workload, unplanned absences, etc. The start and end dates for the specified maximum term shall be agreed between Watco and the Team Member in writing.
- 7.8 There is no obligation upon Watco to offer ongoing employment beyond the agreed term. Watco may offer further maximum term employment to a Team Member and such employment may be continuous with the earlier maximum term employment without changing the temporary nature of the employment arrangement. Any further maximum term shall clearly specify the start and end date and be agreed in writing between Watco and the Team Member.
- 7.9 Except as otherwise provided in this Agreement, a maximum term Team Member shall be entitled to the same terms and conditions in this Agreement as a permanent Team Member occupying the same position.

### **Casual Employment**

- 7.10 Casual Team Members shall be employed and paid by the hour and each separate period of employment shall be arranged by mutual agreement between Watco and the Team Member.
- 7.11 There shall be no obligation upon Watco to provide or guarantee ongoing employment to a casual Team Member beyond each separate and agreed period of employment.
- 7.12 Subject to 7.13, for all hours worked other than work on a public holiday, casual Team Members shall be paid at the hourly rate of pay in clause 28, for the classification they are engaged in, plus a loading of 25%.
- 7.13 A casual Team Member who works additional hours, does not receive additional hours in accordance with clause 29 and instead receives payment in accordance with clause 7.12.
- 7.14 The minimum engagement for a casual Team Member is four (4) hours.
- 7.15 A casual Team Member is not entitled under this Agreement to any paid leave entitlements (unless provided for under the NES), payment for public holidays not worked, notice on termination or redundancy pay. The casual loading compensates the Team Member for paid leave entitlements, payment for public holidays not worked, notice on termination or redundancy pay, and may be used to offset them.
- 7.16 A casual Team Member's right to request casual conversion and entitlement to be offered casual conversion are provided by the NES.

## **8. PROBATIONARY EMPLOYMENT**

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- 8.1 New Team Members who are not casual Team Members will initially be engaged by Watco on a probationary basis for a period of six (6) months.
- 8.2 The probationary period will allow for the Team Member to be inducted, undergo initial training and for Watco to assess the Team Members performance and suitability for ongoing employment.
- 8.3 During the probationary period, the Team Member's employment may be terminated by providing one (1) week's written notice, or in the case of termination by Watco, one (1) week's payment in lieu of notice. Watco may agree to waive the notice period required

of the Team Member.

## **9. TEAM MEMBER TRANSFERS**

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### **Permanent Transfers – Watco Initiated**

- 9.1 Where Watco requires a Team Member to transfer permanently from one location to another Watco will consult with the Team Member and, where requested by the Team Member, the Team Member's nominated representative.
- 9.2 In considering the transfer Watco will give appropriate consideration to the Team Member's needs and circumstances, which includes the Team Member's family responsibilities, domestic commitments, as well as Watco's organisational requirements.

### **Term Transfer**

- 9.3 Team Members may be transferred under a Term Transfer arrangement. This occurs where a Team Member agrees to transfer to another location to meet Watco's requirements for a fixed term of greater than twelve (12) weeks and up to two (2) years.
- 9.4 A Team Member agreeing to transfer under these terms shall:
- (a) be guaranteed a return to their original Home Location (or other agreed location), within their classification at the end of the agreed term; and
  - (b) be provided with any other agreed additional support required.

### **Expressions of Interest**

- 9.5 In relation to clauses 9.1 to 9.4 above, where opportunities for transfers to fill Permanent or Term Transfer vacancies arise Watco will seek volunteers by calling for expressions of interest from Team Members.

### **Relocation Assistance**

- 9.6 In relation to clauses 9.1 to 9.4 above, where a Team Member is transferred and the transfer necessitates a change of the Team Member's residence, the Team Member will be provided with relocation assistance. This assistance includes reasonable costs incurred in relation to meals, accommodation, travel and removalist expenses.

### **Permanent Transfer – Team Member Initiated**

- 9.7 Team Members may apply to transfer from one location to another irrespective of whether a vacancy exists or not. In considering the request for transfer, Watco will give appropriate consideration to Watco's requirements as well as any relevant issues raised by the Team Member to support the request.
- 9.8 Where Watco approves the transfer, it will be at the Team Member's own expense and in his/her own time. Any working time lost to transfer may be debited either against the Team Member's accrued annual or long service leave or be treated as leave without pay.

### **Temporary Transfer**

- 9.9 Where required by Watco, a Team Member may be required to transfer temporarily to

another location for a period of up to eight (8) weeks (cumulative) in each Year.

- (a) Two (2) weeks of the eight (8) week period will be utilised for Team Member training which may include route knowledge, inhouse or external training requirements.

9.10 This period of transfer may be increased by an additional period by agreement between the Team Member and Watco. Temporary transfer will be used to support commercial activities affected by variable demand and traffic volumes and / or temporary staff shortages.

9.11 The process for temporary transfers involves:

- (a) In the first instance Watco calling for volunteers through expressions of interest. All volunteers equitably sharing in the requirement to work on temporary transfer.
- (b) Where there are no volunteers, or insufficient volunteers, then all Team Members equitably sharing in the requirement to work away from their Home Location.
- (c) Should a Team Member refuse a temporary transfer request, Watco may require the Team Member to provide evidence that would satisfy a reasonable person, of the reasonableness of the Team Member's refusal of the transfer. Where no satisfactory evidence is provided, or where the Team Member's refusal is not shown to be reasonable, Watco may require the Team Member to undertake the temporary transfer.
- (d) Watco will provide the Team Member with appropriate accommodation, as provided for in Appendix 2, Minimum Standards, and the appropriate expenses shall be paid as provided for in clause 31.
- (e) The time taken to travel to the temporary transfer location shall be deemed working time for the roster period in which it occurs.
- (f) Watco shall provide transport to and from the temporary transfer location where practical. Watco may authorise the Team Member to use their own transport.
- (g) The Team Member shall be compensated for use of their own vehicle to travel to and from the temporary transfer location in accordance with clauses 32.8 to 32.10.

## **10. INDIVIDUAL FLEXIBILITY ARRANGEMENT**

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10.1 Watco and a Team Member covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- (a) the agreement deals with one (1) or more of the following matters:
  - (i) arrangements about when work is performed;
  - (ii) shift length configurations;
  - (iii) overtime rates;
  - (iv) penalty rates;
  - (v) allowances; and
- (b) the arrangement meets the genuine needs of Watco and the Team Member in relation to one (1) or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by Watco and the Team Member.

10.2 Watco must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Act; and
  - (b) are not unlawful terms under section 194 of the Act; and
  - (c) result in the Team Member being better off overall than the Team Member would be if no arrangement was made.
- 10.3 Watco must ensure that the individual flexibility arrangement:
- (a) is in writing; and
  - (b) includes the name of the employer and Team Member; and
  - (c) is signed by Watco and the Team Member and if the Team Member is under 18 years of age, signed by a parent or guardian of the Team Member; and
  - (d) includes details of:
    - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the Team Member will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences.
- 10.4 Watco must give the Team Member a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 10.5 Watco or the Team Member may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days' written notice to the other party to the arrangement; or
  - (b) if Watco and the Team Member agree in writing — at any time.

## **11. CONSULTATION**

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- 11.1 This clause applies where Watco:
- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Team Members; or
  - (b) proposes to introduce a change to the regular roster or ordinary hours of work of the Team Members.

### **Major change**

- 11.2 For a major change referred to in paragraph 11.1(a):
- (a) Watco must notify the relevant Team Members of the decision to introduce the major change; and
  - (b) Clauses 11.3 to 11.8 apply.
- 11.3 The relevant Team Members may appoint a representative for the purposes of the procedures in this clause. If:
- (a) a relevant Team Member appoints, or relevant Team Members appoint, a representative for the purposes of consultation; and

- (b) the Team Member or Team Members advise Watco of the identity of the representative;

Watco must recognise the representative.

11.4 As soon as practicable after making its decision, Watco must:

- (a) discuss with the relevant Team Members
  - (i) the introduction of the change; and
  - (ii) the effect the change is likely to have on the Team Members; and
  - (iii) measures Watco is taking to avert or mitigate the adverse effect of the change on the Team Members; and
- (b) for the purposes of the discussion, provide, in writing, to the relevant Team Members:
  - (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) information about the expected effects of the change on the Team Members; and
  - (iii) any other matters likely to affect the Team Members.

11.5 However, Watco is not required to disclose confidential or commercially sensitive information to the relevant Team Members or their representative.

11.6 Watco must give prompt and genuine consideration to matters raised about the major change by the relevant Team Members.

11.7 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Watco, the requirements set out in paragraph 11.2(a) and clauses 11.3 and 11.4 are taken not to apply.

11.8 In this clause, a major change is *likely to have a significant effect on Team Members* if it results in:

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

**Change to regular roster or ordinary hours of work**

11.9 For a change referred to in paragraph 11.1(b):

- (a) Watco must notify the relevant Team Members of the proposed change; and clauses 11.10 to 11.14 apply.



- 11.10 The relevant Team Members may appoint a representative for the purposes of the procedures in this term. If:
- (a) a relevant Team Member appoints, or relevant Team Members appoint, a representative for the purposes of consultation; and
  - (b) the Team Member or Team Members advise Watco of the identity of the representative;
- Watco must recognise the representative.
- 11.11 As soon as practicable after proposing to introduce the change, Watco must:
- (a) discuss with the relevant Team Members the introduction of the change; and
  - (b) for the purposes of the discussion, provide to the relevant Team Members:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what Watco reasonably believes will be the effects of the change on the Team Members; and
    - (iii) information about any other matters that Watco reasonably believes are likely to affect the Team Members; and
  - (c) invite the relevant Team Members to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 11.12 However, Watco is not required to disclose confidential or commercially sensitive information to the relevant Team Members or their representative.
- 11.13 Watco must give prompt and genuine consideration to matters raised about the change by the relevant Team Members.
- 11.14 In this term relevant Team Members means the Team Members who may be affected by a change referred to in clause 11.1.

## **12. RESOLVING DIFFERENCES**

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### **Disputes**

- 12.1 If a dispute relates to:
- (a) a matter arising under the agreement; or
  - (b) the National Employment Standards;
- subclauses 12.2 to 12.8 set out procedures to settle the dispute.
- 12.2 A Team Member who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 12.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Team Member or Team Members and relevant supervisors and/or management.
- 12.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- 12.5 The Fair Work Commission may deal with the dispute in two (2) stages:
- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers

appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

- (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
  - (i) arbitrate the dispute; and
  - (ii) make a determination that is binding on the parties.

*Note:* If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

12.6 A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

12.7 While the parties are trying to resolve the dispute using the procedures in this clause:

- (a) a Team Member must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) a Team Member must comply with a direction given by Watco to perform other available work at the same workplace, or at another workplace, unless:
  - (i) the work is not safe; or
  - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
  - (iii) the work is not appropriate for the Team Member to perform; or
  - (iv) there are other reasonable grounds for the Team Member to refuse to comply with the direction.

12.8 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this clause.

### **13. RAIL SAFETY ACCREDITATION, LICENSES & QUALIFICATIONS**

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13.1 Team Members engaged in Rail Safety Work are required to be accredited, obtain, and hold relevant qualifications and satisfy medical standards as outlined in clause 14.

13.2 Both Watco and its Team Members are required to abide by all legislative requirements that impact on their employment conditions.

#### **Loss of Qualification or Unsatisfactory Medical Standard – Team Member Options**

13.3 Subject to clause 13.4, in the event where a Team Member loses their permit, license, qualification or cannot obtain a satisfactory medical standard and is unable to carry out his/her normal duties as a result, the Team Member will:

- (a) take unpaid leave; and/or
- (b) clear accrued paid leave, subject to meeting evidentiary requirements for such leave; and/or
- (c) undertake suitable alternative employment, if available, which may result in a reduction in position, classification and pay, until the Team Member can successfully regain the necessary permit, license, or qualification.

- 13.4 In circumstances where the loss of the permit, license, qualification or unsatisfactory medical standard is:
- (a) permanent; or
  - (b) likely to extend beyond three (3) months; or
  - (c) where there are no suitable positions to which the Team Member can be temporarily placed;

Watco and the Team Member shall discuss alternative work arrangements, but this will not limit Watco's right to terminate the Team Member's employment in accordance with this Agreement.

#### **14. HEALTH ASSESSMENTS**

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- 14.1 In line with the National Health Assessment Standards for Rail Safety Workers (as amended from time to time), a Team Member is required to undertake both pre-employment and periodic health assessments to determine that fitness for duty has been achieved and is maintained throughout their employment.
- (a) Watco will use all best endeavours to ensure medical renewals are scheduled within an adequate timeframe.
- 14.2 Watco will pay cost of the health assessment up to the point that a determination is made, including the assessment itself, rostered time to attend and incidental travel associated with the assessment.
- (a) Watco will cover the cost of the first sleep apnea test requested before or after a determination is made. Subsequent sleep apnea tests shall be organised and paid for by the Team Member.
  - (b) Watco will cover the cost of a stress ECG test requested before or after a determination is made. Subsequent stress ECG tests shall be organised and paid for by the Team Member.
  - (c) Watco will not be liable to cover the cost of investigation of existing, known medical conditions or referrals to a Team Member's local General Practitioner.
- 14.3 Any follow up or specialist tests are the obligation of the Team Member to organise and to provide documentation to the relevant party within a reasonable timeframe to ensure their fitness for duty is maintained.
- 14.4 Results of health assessments initiated by Watco will be communicated to the Team Member concerned.
- 14.5 These provisions do not exclude any obligations arising under Workers' Compensation legislation where applicable.

#### **15. PERSONAL PROTECTIVE EQUIPMENT & CLOTHING**

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- 15.1 Subject to 15.2, Watco shall issue Team Members with personal protective equipment (PPE) and clothing as appropriate to their work requirements.
- 15.2 Prescription safety glasses will be subsidised to a maximum amount of \$400.00 per Year, per Team Member where safety glasses are required to be worn by that Team Member.
- 15.3 Team Members shall ensure that all PPE and clothing is used, worn and maintained in accordance with Watco and the manufacturer's requirements.

- 15.4 Watco shall issue PPE and clothing on either a periodic or fair wear and tear basis as determined by Watco, having regard to legal requirements and any specific product requirements.

**16. TRAINING COSTS**

- 16.1 Where training is provided to a Team Member, the Team Member may be required to sign an agreement that provides for the Team Member to repay the cost of the training if the employment is ended for a cause within the Team Member’s control.
- 16.2 The agreement will:
- (a) specify the cost of the training; and
  - (b) provide that Watco may deduct, from any amount payable to the Team Member, any amount owing to Watco under the deed.
- 16.3 The cost of training as referred to in this clause will cover expenses paid to external providers for accredited courses only. Wages paid while undertaking training and inhouse facilitated courses are not considered as deductible training costs.
- 16.4 By signing the agreement, the Team Member authorises any deduction by Watco (from any amount payable to the Team Member) of any amount owing under the deed.
- 16.5 The amount payable by the Team Member to Watco under the agreement:
- (a) must not be unreasonable in the circumstances; and
  - (b) must not exceed the percentage of the training cost determined in accordance with the following table:

Period from training completion to termination	% Repayable
6 months or less	75%
More than 6 months – 18 months	50%
More than 18 months – 24 months	25%

**17. IN-CAB SURVEILLANCE**

- 17.1 Subject to clause 17.2 to 17.4, Watco will not implement or install in-cab surveillance devices that face inwards to the locomotive cab over the term of this Agreement unless required by law, associated duties or mutually agreed between the Unions and Watco.
- (a) For clarity in-cab surveillance means continuous audio and/or continuous video surveillance.
- 17.2 This clause does not limit Watco’s ability to install or otherwise utilise inwards facing technology that is part of the Watco’s fatigue management policies and is not for the purposes of surveillance or discipline.
- 17.3 This clause does not prevent Watco from using outward-facing cameras including cameras mounted in front of a Team Member in a location that doesn’t impact driver visibility.
- 17.4 This clause does not prevent Watco from using other recordings including data recordings, or recordings of radio and phone communications.

**18. STAND DOWN**

- 18.1 Watco may stand down a Team Member without pay for any period during which the Team Member cannot be usefully employed due to any cause outside of Watco’s control (unplanned circumstances) including industrial action.
- 18.2 Each Team Member to be stood down shall be provided with written notice at least three (3) days’ notice in advance of the stand down and such notice shall include:
- (a) the commencement date of the stand down;
  - (b) the reason for the stand down;
  - (c) the expected duration of the stand down; and
  - (d) advice of the Team Member’s right to seek alternative employment during the stand down period or to terminate his/her employment without the provision of notice as usually required under the terms of clause 19.
- 18.3 Watco will use all best endeavours to mitigate the effects of any standdown on a Team Member by scheduling training, re-accreditation, route competencies or additional duties where possible.
- 18.4 Team Members stood down may elect to have a stand down period treated as paid annual or long service leave where they have adequate accruals of such paid leave.
- 18.5 A Team Member who has been stood down is entitled to payment for any public holiday occurring during the period of stand down.
- 18.6 Any Team Member who is stood down in accordance with this clause shall be at liberty to take alternative employment and, in the event of doing so, Watco shall not require the Team Member to return to work until the Team Member has worked their notice period required by the alternate employer.

**19. TERMINATION OF EMPLOYMENT**

**Notice on Termination**

- 19.1 Except for Casual Employment, employment may be terminated by Watco giving notice in accordance with the following scale, or by payment in lieu of such notice:

<b>Period of Continuous Service</b>	<b>Minimum Notice Period</b>
1 year or less	1 week
More than 1 year – 3 years	2 weeks
More than 3 years – 5 years	3 weeks
More than 5 years	4 weeks

- 19.2 In addition to the notice in clause 19.1 above, Team Members over forty-five (45) years of age and with not less than two (2) years continuous service at the time of the giving of the notice are entitled to an additional week’s notice or payment in lieu.
- 19.3 The notice of termination required to be given by a Team Member is the same as that required by Watco except that the Team Member is not required to give additional notice based on age.
- 19.4 The notice period for Casual Employment is a minimum of one (1) hour or in the case of

termination by Watco, payment in lieu of one (1) hour.

- 19.5 Nothing in this Agreement affects Watco's rights to dismiss a Team Member at any time without notice or payment in lieu of notice if the termination is for Serious Misconduct. If a Team Member is dismissed on this basis, the Team Member will be entitled to be paid for work only up to the time of dismissal.

**Return of Property**

- 19.6 Upon termination of employment, the Team Member must return all property belonging to Watco, which is held by or under the control of the Team Member. The Team Member agrees that for any outstanding property not returned, costs or money owed by the Team Member to Watco is a debt owing to Watco. By agreement, the Team Member may repay the amount equal to the reasonable value of what is owed. If agreement is not reached on repayment, Watco may initiate proceedings to recover the outstanding amount by lawful means.

**20. REDUNDANCY**

- 20.1 Redundancy is provided in accordance with the NES.
- 20.2 Redundancy occurs in a circumstance where Watco decides that it no longer requires the position that a Team Member has been doing to be done by anyone and there is no suitable alternative employment for the Team Member. Redundancy is not triggered by the ordinary and customary turnover of labour.
- 20.3 Watco shall implement reasonable retraining, transfer, redeployment and relocations to minimise involuntary redundancies.
- 20.4 Team Members who have their employment terminated due to redundancy shall be entitled to redundancy payments in accordance with the NES, as outlined below:

Period of Continuous Service	Redundancy Pay
Less than 1 year	Nil
1 year but less than 2 years	4 weeks' pay
2 years but less than 3 years	6 weeks' pay
3 years but less than 4 years	7 weeks' pay
4 years but less than 5 years	8 weeks' pay
5 years but less than 6 years	10 weeks' pay
6 years but less than 7 years	11 weeks' pay
7 years but less than 8 years	13 weeks' pay
8 years but less than 9 years	14 weeks' pay
9 years but less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

Redundancy pay is calculated on the Team Member's ordinary rate of pay.

- 20.5 During the period of notice given by Watco in relation to a redundancy, the Team Member shall be allowed reasonable time off without loss of pay for the purpose of seeking alternate employment, provided such time off does not adversely affect the

operation of Watco or services provided to Watco's customers.

- 20.6 This clause shall not apply to Team Members employed on a Maximum Term or Casual Employment basis.

## PART THREE – WORKING ARRANGEMENTS

### 21. RAIL OPERATIONS WORKING HOURS

#### Working Hours Arrangements

- 21.1 The Ordinary Hours of work shall be worked in shifts arranged at Watco’s discretion, over the Roster Cycle. Ordinary shifts and additional shifts may be worked over any of the twenty-four (24) hours of the day and any day of the week, Sunday to Saturday inclusive.
- 21.2 All hours worked by a Team Member in reaching the eighty (80) Ordinary Hours per Roster Cycle do not attract penalties, allowances or additional payments in addition to those expressly provided for in this Agreement and are fully compensated for in each Team Member’s annual base rates of pay.
- 21.3 Team Members may be rostered to work up to a maximum of ninety (90) hours averaged over the Roster Cycle. Team Members may work more than the maximum roster hours if requested and if the Team Member is prepared to do so. Any hours worked in addition to the eighty (80) Ordinary Hours in a Roster Cycle:
- (a) will be paid in accordance with clause 29; and
  - (b) will not accrue towards a Team Member’s Ordinary Hours for the next rolling Roster Cycle.
- 21.4 The maximum total hours a Team Member can work within a Roster Cycle (including hours which are additional to the Ordinary Hours) is one hundred and twenty (120) hours.
- 21.5 When a Team Member is released early from a shift and remains available for work, the rostered hours for that shift will be counted as Ordinary Hours and the actual worked hours will be used for managing fatigue in accordance with the defined rest periods outlined in clause 21.15.

#### Rostered Shift Lengths

- 21.6 The minimum shift length for rostered shifts shall be:
- (a) Six (6) hours for full time and part time Team Members.
  - (b) Four (4) hours for casual Team Members.
- 21.7 Team Members may be rostered, for shifts other than DOO shifts, up to twelve (12) hours.
- 21.8 Train crew configuration rostered shift lengths will be as follows:

<b>Train Crew Configuration</b>	<b>Shift length (sign on to sign off)</b>
2 x L4 or 2 x L5 or a combination of a L4 & L5	12 hours
1 x L3 with a L4 or L5	11 hours (max 10 hours driving locomotive)
DOO	9 hours

- 21.9 At all times one (1) Team Member will be route qualified.
- 21.10 Shift lengths and crew configurations will be compliant with Rail Safety National Law and Regulations as applicable in the state of Queensland.
- 21.11 A Team Member Level 2 (Shunt qualified) employee can be rostered in any configuration



as listed in clause 21.8 as a third person only, up to the nominal crew shift length stated in the table.

### **Extension of Rostered Hours**

- 21.12 In the case of an Emergency, incident or delay outside of Watco's control:
- (a) Team Members may be required to work shifts up to a maximum of fourteen (14) hours with driving hours remaining within Safeworking limits, twelve (12) hours; and
  - (b) For exceptional occasions when those limits may be exceeded due to unanticipated delays, the appropriate level of risk controls will be implemented. Such exceptions (impact to animal welfare) will be monitored and action taken to control any risk.
- 21.13 Emergency for the purpose of clause 21.12 means an emergency due to an actual or imminent occurrence (such as fire, flood, storm, earthquake, explosion, accident, epidemic or warlike action) which endangers, or threatens to endanger, the safety of persons or livestock, or destroys or damages, or threatens to destroy or damage property.
- 21.14 Driving for the purpose of clause 21.12 means a rail safety worker undertaking any 'driving' of a train or motor vehicle that forms part of their shift, Safeworking limits apply based on the rostered crew configuration.

### **Rest Periods**

- 21.15 Team Members are entitled to the following standard minimum rest periods between rostered Operational Shifts (inclusive of shift extensions):
- (a) Twelve (12) hours – where the Operational Shift ends at the Team Member's Home Location.
  - (b) Nine (9) hours – where the Operational Shift ends at a Barracks Works location.
  - (c) Watco will use all best endeavours to ensure medical renewals are scheduled at suitable times to provide Team Members with adequate rest prior to the medical appointment.
- 21.16 Subject to satisfying fatigue management requirements, Team Members may be required to resume work for their next rostered shift up to one (1) hour earlier than the standard minimum rest periods defined in clause 21.15(b) where the circumstances require and the Team Member is prepared to do so.

### **Meal Breaks**

- 21.17 On any shift that exceeds six (6) hours, Team Members shall be entitled to a thirty (30) minute paid meal break.
- (a) with a train crew of two (2) qualified drivers, meal breaks are to be taken during the shift by driver rotation.
  - (b) with a DOO shift and for configurations with one (1) qualified driver, meal breaks are to be taken at rest with agreement of train management.
- 21.18 The timing of meal breaks will be such as to cause the least disruption to operations, provided that meal breaks shall commence no later than the 5<sup>th</sup> hour into the shift.

**Arrangement of Rostered Days Off (RDO)**

- 21.19 A minimum of four (4) rostered days off (RDOs) for each fortnight of a Roster Cycle will be incorporated into a roster.
- 21.20 Working on a RDO may occur, subject to satisfying fatigue management requirements, where:
- (a) the Team Member has indicated a preparedness to work on that day; or
  - (b) Watco, having exhausted all other reasonable avenues, may request and the Team Member may agree to work into, on or out of an RDO.
- 21.21 Roster days off can only be altered:
- (a) through a Master Roster change; and
  - (b) by agreement with the Team Member concerned.
- 21.22 Where a Team Member agrees to move the originally designated RDO, no overtime payments will apply for any work conducted on a day originally designated as an RDO.
- 21.23 Watco, along with the Consultative Committee have the ability to discuss, consult and make changes through mutual agreement, to the RDO dimensions on the Master Roster, by taking into consideration:
- (a) Fatigue Management;
  - (b) Service levels to the Customer;
  - (c) the Agreement intent; and
  - (d) the Team Members work life balance.
- 21.24 RDOs may be grouped together or allocated individually by Watco. Watco will use best endeavours to avoid the arrangement of single RDOs and where possible will group RDOs together.
- (a) A minimum of eleven (11) weekends per calendar year as RDOs will be allocated in the Master Roster.
- 21.25 Work on a RDO will be paid in accordance with clause 29.
- 21.26 RDO hours are from 00:01 to 23:59 on the day the RDO falls.
- (a) The day immediately following an RDO will not be rostered to start before 06:00 in the first instance. However, it is recognised that due to customer requirements occasionally the only option is to roster a Team Member to begin before 06:00 immediately after an RDO. When such an instance occurs, the Team Member will be paid for the hours prior to 06:00 in accordance with clause 29.
  - (b) For the avoidance of doubt, if a Team Member is rostered to commence at 04:00 immediately following an RDO, they will receive two (2) hours at the rate of 1.5 times the Team Member's Ordinary Hourly Rate of Pay.
  - (c) Train running may occasionally infringe an RDO, where this occurs, consultation and agreement with the Team Member is required and any infringement of an RDO will attract payment in accordance with clause 29.

## ROSTERING SYSTEMS

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- 21.27 Subject to clause 21.29, there are two (2) types of rostering systems applicable to Team Members:
- (a) Master Rosters; and
  - (b) Operational Rosters.
- 21.28 In relation to Master Rosters:
- (a) subject to clause 21.29, each Home Location will have at least one Master Roster;
  - (b) it may be necessary for Home Locations to have multiple versions of a Master Roster applicable at that Home Location available for use to meet the varying workloads, seasonal changes and variable customer requirements. In these circumstances, Watco may decide which agreed Master Roster will be applied in respect of a particular Roster Cycle;
  - (c) Watco will consult in accordance with clause 11 of this Agreement regarding new Master Rosters or proposed changes to an existing Master Roster;
  - (d) a Master Roster will show:
    - (i) RDOs.
  - (e) a Master Roster may also show:
    - (i) known trains where it is a set pathway;
    - (ii) time Zones i.e., afternoon, night shift, day shift depending on the outcome from the rostering consultative process; and
    - (iii) other information that Watco may deem relevant.
- 21.29 Notwithstanding any other provision in this clause, there may be circumstances in which the availability of a Master Roster at a particular Home Location is not practicable. In those circumstances, rosters will be drawn up from time to time by Watco to meet specific business requirements and where required and practical consultation will occur in accordance with clause 11 of this Agreement.
- 21.30 In relation to Operational Rosters:
- (a) the Operational Roster applies in respect of a Roster Cycle; and
  - (b) the Operational Roster will be based on a Master Roster determined by Watco in accordance with clause 21.28, however, the Operational Roster may alter from the Master Roster upon which it is based to meet fatigue management requirements, any other applicable regulatory requirements, operational requirements and customer requirements, with the exception of RDOs. For the avoidance of doubt, alterations to the Operational Roster undertaken in accordance with this clause do not trigger any consultation requirement under clause 11 of this Agreement.
  - (c) Operational Rosters will be posted by 18:00 Thursday evening prior to the Roster Cycle commencing.
  - (d) Operational Rosters will show:
    - (i) RDOs;
    - (ii) Shift sign on times and shift length; and
    - (iii) Shift workings where applicable.

## **22. OPERATIONAL ROSTER CHANGES**

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- 22.1 Operational changes and Team Member absences can occur regularly and at short notice. Where these issues arise and subject to clause 22.3, they may (within Watco's discretion) necessitate changes including at very short notice to the Operational Roster including but not limited to shift cancellations, additional shifts, shift adjustments (e.g. to start times) and/or changes to shift lengths. The Team Members affected by such roster changes, will:
- (a) be determined by Watco, after taking into account the following matters:
    - (i) a Team Member's personal and family circumstances;
    - (ii) operational requirements;
    - (iii) fatigue management principles, including "time of day" considerations;
    - (iv) the number of shifts a Team Member has worked;
    - (v) the length of the shifts that the Team Member has worked;
    - (vi) the breaks a Team Member has had between the shifts worked; and
  - (b) be given as much notice as practicable in the circumstances of the relevant change(s) to their roster.
- 22.2 If an affected Team Member is given notice of a roster change under clause 22.1 and:
- (a) at least twenty-four (24) hours' notice of the change has been given by Watco, then the affected Team Member's roster will be altered, and the affected Team Member will be required to work, in accordance with the notified change; or
  - (b) less than twenty-four (24) hours' notice of the change has been given by Watco, then roster changes (excluding shift cancellations) will be arranged and paid in accordance with clause 22.5; or
  - (c) notice of a shift cancellation will be paid in accordance with clause 24.
- 22.3 Once the Operational Roster has been posted, the RDOs can only be moved with the agreement of the Team Member concerned. Where a Team Member agrees to move the originally designated RDO, no additional payments under clause 29, will be made for work conducted on a day originally designated as an RDO.
- 22.4 Roster changes will be updated daily and will be communicated to Team Members in the affected Home Location. Watco will use all best endeavours to post daily changes by 18:00 to the roster in the affected Home Location but will utilise SMS Messages, Email and Phone (mobile and landlines where available) to communicate to affected Team Members.
- 22.5 Watco will use all best endeavours to ensure Rest Periods are not impacted by roster changes and in the communication of these changes.

## **23. DAILY SHIFT ALTERATIONS**

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- 23.1 Where less than twenty-four (24) hours' notice of a roster change (excluding shift cancellations) has been given by Watco, the changes will be arranged and paid in accordance with this clause.
- 23.2 The applicable shift may be altered only once, unless otherwise agreed.
- 23.3 Watco may change the start time of rostered shifts by up to one (1) hour earlier (lift up) or three (3) hours later (lay back) than the start time in the daily roster. Changes to the

start time exceeding this will only be made through mutual agreement.

- 23.4 Subject to clause 26, at least one (1) hours' notice prior to the revised scheduled start time will be provided unless agreed otherwise (restricted to three (3) hours maximum).
- 23.5 Team Members will take reasonable measures to ensure they are contactable for the period of:
- (a) two (2) hours prior to their original rostered shift.
  - (b) Team Members will receive audible notification including confirmed acknowledgement from individuals.
- 23.6 A Team Member may be asked for an explanation if Watco identifies a pattern of not being contactable.
- 23.7 Where less than twelve (12) hours' notice has been provided, Team Members will receive the following allowance for the time that their start time is lifted up to an earlier time or laid back to a later time:
- (a) 1.0 times the Team Member's applicable hourly rate of pay.
- 23.8 For the avoidance of doubt, the applicable hourly rate of pay is the Team Members Ordinary Hourly Rate of Pay or if rostered on an RDO the rate applicable for those rostered hours.
- 23.9 Team Members are eligible for either the Rest Detention payments as per clause 32.3 to 32.4, or the Daily Shift Alterations allowance as referred to in clause 23.7 whichever is greater (but not both for the same period of time).
- 23.10 Watco will use all best endeavours to ensure Rest Periods are not impacted by Daily Shift Alterations and in the communication of these changes.

## **24. CANCELLED SHIFTS**

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- 24.1 Where a full time or part time Team Member:
- (a) is advised less than twelve (12) hours before commencing work that the Team Member is not required for work; or
  - (b) is unable to be contacted and reports for work and is advised after reporting for work that the Team Member is not required for work.
- Where a Team Member is rostered to work Ordinary Hours that contribute towards their 80 hours (averaged over a Roster Cycle) the Team Member will receive payment at their Ordinary Hourly Rate of Pay and have these hours contribute towards the 80 hours Roster Cycle.
- Where a Team Member is rostered hours as referred to in clause 29, no additional hours, allowances or penalties will be paid where that shift is cancelled.
- 24.2 Where a full time or part time Team Member is rostered for work and given at least twelve (12) hours' notice prior to the Team Member's rostered commencement time that the Team Member is not required for work, the Team Member shall not be entitled to payment.
- 24.3 Where a casual Team Member:
- (a) is advised less than three (3) hours before commencing work that the Team Member is not required for work; or

- (b) is unable to be contacted and reports for work and is advised after reporting for work that the Team Member is not required for work.

The Team Member will be paid for two (2) hours at the Team Members Ordinary Hourly Rate of Pay. This payment shall increase to four (4) hours if the Team Member is rostered on a Barracks shift or on a Temporary Transfer. No additional hours, allowances or penalties will be paid.

- 24.4 Where a casual Team Member is rostered for work and given at least three (3) hours' notice prior to the Team Member's rostered commencement time that the Team Member is not required for work, the Team Member shall not be entitled to payment.
- 24.5 Watco will record the attempts made to contact the Team Member prior to the commencement of the Team Member's rostered shift.

## **25. REQUEST DAYS**

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- 25.1 As a means of addressing a Team Member's out of the ordinary, personal obligations (such as medical appointments, special family commitments and the like) a Team Member may make requests to not be rostered on a specific day, or days, during a specific Roster Cycle.
- 25.2 Requests, including the reason, must be submitted no later than seven (7) business days prior to the commencement of the Roster Cycle in question. A greater period of notice may facilitate a greater opportunity for the request to be approved.
- 25.3 Subject to clause 25.4, reasonable endeavours will be made by Watco to meet the request.
- 25.4 In considering requests made under this clause, consideration will be given by Watco to:
  - (a) the nature of the request;
  - (b) the disruption to the roster, including the allocation of RDOs and the impact on other Team Members; and
  - (c) regularly occurring requests, which would result in Team Members not working their share of additional hours, weekend or other particular shifts.
- 25.5 A Team Member's RDOs may be moved by Watco, as shown on the Master Roster to accommodate a request day.

## **26. NOTIFICATION PROCESS**

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- 26.1 Watco will implement a wakeup call process within a twelve (12) hour agreed window, for the purpose of receiving audible notification of the start time of their shift as outlined:
  - (a) Where the sign on time is between 18:00 and 06:00 the Team Member will receive a phone call to notify them of their shift.
  - (b) This call will be placed one (1) hour prior to their commencement time unless agreed otherwise.
- 26.2 Where your original shift is scheduled between 6:01-17:59 no notification process will be enacted. The Team Member is responsible for ensuring they report for their rostered shift.
- 26.3 Example Scenarios:
  - (a) If your original shift was 18:30 – 05:30, you would receive a call at 17:30.

- (b) If your original shift was 18:30 – 05:30 and this shift was lifted up to 17:30 as your original shift has been altered, you will receive a call at 16:30.
- (c) If your original shift was 18:30 – 05:30 and this shift was laid back to 20:30 as your original shift has been altered, you will receive a call at 19:30.
- (d) If your original shift was 05:00 – 15:00, you would receive a call at 04:00.
- (e) If your original shift was 05:00 – 15:00 and this shift was laid back until 08:00 as your original shift has been altered, you would receive a call at 07:00.
- (f) If your original shift was 05:00 – 15:00 and this shift was lifted up until 04:00 as your original shift has been altered, you would receive a call at 03:00.
- (g) If your original shift was 06:30 – 15:30 and this shift was lifted up until 05:30 as your original shift has been altered, you would receive a call at 04:30.
- (h) If your original shift was 17:30 – 04:30 and this shift was laid back to 20:30 as your original shift has been altered, you will receive a call at 16:30 and if required an additional wakeup call at 19:30.

## **27. TRANSITIONAL ARRANGEMENT**

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- 27.1 Clause 22.2 and clause 22.5 are transitional and will apply following the successful implementation of the notification process as outlined in clause 26. Until implementation of the Notification Process if Team Members are provided with:
- (a) at least twelve (12) hours' notice of a roster change, then the affected Team Member's roster will be altered and that affected Team Member will be required to work, in accordance with the notified change; or
  - (b) less than twelve (12) hours' notice of a roster change, then roster changes will be by mutual agreement between Watco and the affected Team Member.

**PART FOUR – REMUNERATION AND OTHER PAYMENTS**

**28. RATES OF PAY & CLASSIFICATIONS**

- 28.1 Upon approval by the Fair Work Commission, the yearly rates of pay for Team Members are as listed below.
- 28.2 The On Approval Rates of Pay as outlined in this clause will be backdated to the 05<sup>th</sup> of November 2023 once the Agreement commences operation.
- 28.3 The rates shall be increased from the beginning of the first full pay period following the annual anniversary of this Agreement being approved by the Fair Work Commission (FWC). The annual increase shall continue until the nominal expiry date of the Agreement as set out below.

<b>Annual Base Rates of Pay</b>				
Classification	On Approval	Year Two	Year Three	Year Four
Team Member Level 1	\$ 59,534	\$ 60,129	\$ 60,730	\$ 61,338
Team Member Level 2	\$ 65,000	\$ 67,275	\$ 69,630	\$ 72,067
Team Member Level 3	\$ 79,081	\$ 81,849	\$ 84,714	\$ 87,679
Team Member Level 4	\$ 112,032	\$ 115,953	\$ 120,011	\$ 124,212
Team Member Level 5	\$ 117,524	\$ 121,637	\$ 125,894	\$ 130,300

<b>Hourly Base Rates of Pay</b>				
Classification	On Approval	Year Two	Year Three	Year Four
Team Member Level 1	\$ 28.62	\$ 28.91	\$ 29.20	\$ 29.49
Team Member Level 2	\$ 31.25	\$ 32.34	\$ 33.48	\$ 34.65
Team Member Level 3	\$ 38.02	\$ 39.35	\$ 40.73	\$ 42.15
Team Member Level 4	\$ 53.86	\$ 55.75	\$ 57.70	\$ 59.72
Team Member Level 5	\$ 56.50	\$ 58.48	\$ 60.53	\$ 62.64

**29. ADDITIONAL HOURS**

- 29.1 All hours worked in excess of the Ordinary Hours for a Roster Cycle are classified as additional hours.
- 29.2 All time worked on a designated Rostered Day Off are additional hours.
- 29.3 Team Members shall be paid for additional hours at the rate of 1.5 times the Team Member’s Ordinary Hourly Rate of Pay.
- 29.4 All additional hours are Stand-alone.
- 29.5 Additional hours payments shall be paid only once for any additional hours worked.

**30. ADDITIONAL RESPONSIBILITIES**

- 30.1 Where a Team Member undertakes, on a temporary basis, the substantial responsibilities of another position covered by this Agreement which has a rate of pay higher than the Team Member’s rate of pay, the Team Member will be paid for the time the additional



responsibilities are undertaken at the rate of pay for the higher position.

**31. LIVING AWAY FROM HOME ALLOWANCE (LAFHA)**

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31.1 A Team Member required to temporarily reside away from home on a Temporary Transfer as provided in clauses 9.9 and 9.11 shall be paid a living away from home allowance in accordance with this clause.

(a) For the avoidance of doubt, a Team Member will only be entitled to be paid this LAFHA allowance once in respect of the same period of time away from home.

31.2 The LAFHA allowance is made up in accordance with the following:

Living Away from Home		
Meals	Incidentals	Total
\$38.56	\$20.81	\$136.48

31.3 A Team Member required to temporarily reside away from their Home Location for a full day, twenty-four (24) hours, will be entitled to \$136.48.

31.4 A Team Member required to temporarily reside away from their Home Location for a period exceeding a full day, will be entitled to payment under clause 31.3 plus the meal allowance per each eight (8) hour period thereafter until they return to their Home Location.

(a) to clarify, two (2) full days, forty-eight (48) hours, attracts two (2) entitlements of clause 31.3. Clause 31.4 provides for part day entitlements.

31.5 The amounts specified in clause 31.2 to 31.4 will increase by 3.5% at the same intervals as specified in clause 28.

**32. OTHER ALLOWANCES**

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**Driver Only Operations Allowance**

32.1 Where a Team Member undertakes a DOO, the Team Member shall be paid an allowance of 19% in addition to their Ordinary Hourly Rate of Pay.

32.2 The DOO allowance of 19% is fixed for the term of this agreement.

**Rest Detention Payment**

32.3 Subject to clause 23.9, a Team Member rostered on Barracks Works shall receive Rest Detention payments commencing fourteen (14) hours after a Team Member has signed off at a book off location. To avoid any doubt:

(a) Rest Detention payments are payable where a Team Member is on a Temporary Transfer and undertaking Barracks Works.

(b) Rest Detention is payable for time detained in excess of fourteen (14) hours whilst under at rest until sign-on for the next service.

(c) Rest Detention ceases upon commencement of each service.

32.4 Team Members will be paid Rest Detention based on their Ordinary Hourly Rate of Pay. This payment is Stand-alone and in addition to a Team Member's Ordinary Hours.

- 32.5 This clause provides for the next turn of duty to be one that provides for the Team Member to return to their Home Location. Where a consecutive Barracks Works shift is required:
- (a) mutual agreement will be attained; and
  - (b) the consecutive Barracks Works shift will be counted towards the Temporary Transfer period referred to in clause 9.9.

#### **Barracks Meals**

- 32.6 A Team Member rostered on Barracks Works shift shall receive Barracks Meal payments of \$38.56 for each eight (8) hour period (or part thereof) that they are away from their Home Location. To avoid any doubt:
- (a) Barracks Meal payments are not payable where a Team Member is a Temporary Transfer and undertaking Barracks Works.
- 32.7 The amounts specified in clause 32.6 will increase by 3.5% at the same intervals as specified in clause 28.

#### **Use of Private Motor Vehicles**

- 32.8 Subject to management approval, a Team Member may claim a cents-per-kilometre rate in accordance with clause 32.9 where a Team Member uses their private motor vehicle to:
- (a) transport themselves to and from a temporary work location as outlined in clause 9.11; or
  - (b) to sign on at a location outside a Team Member's Home Location; or
  - (c) to report to an assignment location that is other than their Home Location; and
  - (d) management is satisfied that the Team Member's motor vehicle is roadworthy, licensed and appropriately insured.
- 32.9 The cents per kilometre rates is eighty (80) cents per kilometre fixed for the term of this agreement.
- 32.10 For clarity, if the distance driven from a Team Member residence to their Home Location is ten (10) km and the use of a private motor vehicle resulted in a fifteen (15) km trip, the Team Member is entitled to claim five (5) km for the additional distance travelled.

#### **Other Expenses**

- 32.11 Other expenses reasonably incurred, including costs incurred in excess of an allowance paid, will be reimbursed in accordance with Watco's policy subject to the Team Member providing valid tax invoices for those costs incurred.

### **33. PAYMENT OF REMUNERATION**

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- 33.1 Team Members shall be paid fortnightly in arrears on a day determined by Watco.
- 33.2 All remuneration shall be paid by Electronic Funds Transfer into a bank account nominated by the Team Member.

**34. SUPERANNUATION**

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- 34.1 Watco will make superannuation contributions on the Team Member's behalf in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth), as varied from time to time, into a regulated complying superannuation fund of the Team Member's choice.
- 34.2 Team Members may elect to make extra contributions into their superannuation fund (subject to the rules of the fund to which the contribution is to be made).

## **PART FIVE – LEAVE**

### **35. ANNUAL LEAVE**

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- 35.1 Annual leave is provided in accordance with the NES.
- 35.2 Shiftworkers as defined and provided for in the NES are entitled to five (5) weeks of paid annual leave.
- 35.3 All Team Members employed under this Agreement are defined as Shiftworkers for the purposes of clause 35.2, with the exclusion of casual Team Members.
- 35.4 Annual leave may be taken as agreed between Watco and the Team Member or as otherwise provided in this Agreement. Debited leave shall count towards the Team Member's Roster Cycle hours.
- 35.5 Team Members are encouraged to clear annual leave in the year in which it becomes due. Leave accrued greater than ten (10) weeks will be deemed as excessive. Team Members with excessive leave (more than ten (10) weeks) may be required to enter into an agreed leave plan to reduce excess leave entitlements to an acceptable limit.
- 35.6 For the purpose of debiting annual leave for full time Team Members, a day's annual leave shall be eight (8) hours and a week's annual leave shall be forty (40) hours. Part time Team Members shall be debited the ordinary time that would otherwise have been worked during the period of annual leave.

#### **Rostering Annual Leave**

- 35.7 Watco shall post a leave roster at each work location showing the available dates for clearance of annual leave by Team Members. Consideration will be given to ensure the equitable sharing of leave during particular seasons and periods of demand. Approval of leave requests will be subject to operational requirements.
- 35.8 Where a Team Member does not apply for annual leave in accordance with Watco's Leave Policy and clause 35.7, Watco can at its discretion, direct Team Members to take leave in circumstances that are deemed reasonable in accordance with the Act.
- 35.9 A full day of leave hours are from 00:01 to 23:59 on the day the leave falls. On the day immediately following a pre-approved full annual leave day, Team Members will not be rostered to start before 06:00 unless they are prepared to do so.
- (a) When such an instance occurs, the Team Member will be paid overtime rates in accordance with clause 29 for the period prior to 06:00. For clarity, if a Team Member approves and is rostered to start at 04:00 immediately following a pre-approved full annual leave day, they will receive the two (2) hours as additional hours in accordance with clause 29. The remainder of the shift will be paid as Ordinary Hours.

### **36. PERSONAL / CARER'S LEAVE**

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- 36.1 Personal / Carer's leave is provided in accordance with the NES.
- 36.2 A Team Member's accrued personal leave will be debited in accordance with the rostered hours lost as a result of the leave up to a maximum of eight (8) hours for each shift for which the Team Member is absent. Debited leave shall count towards the Team Member's Roster Cycle hours.

- 36.3 Where a Team Member is absent on personal leave (paid or unpaid) for an extended period and/or Watco has reasonable concern to believe that the Team Member will be unable to return to work, or is unable to undertake the duties of the Team Member's position due to being medically unfit, Watco may, at its cost, direct the Team Member to undertake a health assessment by a designated health physician/professional to determine the Team Member's fitness for work.
- 36.4 Where it is determined that the Team Member is medically unfit for duty and unable to return to his/her substantive position or suitable alternative employment in the foreseeable future, cessation of employment will commence. In such cases, Team Members can clear their accumulated personal leave entitlement before the cessation of employment takes effect. This provision does not apply to Team Members on workers compensation.

#### **Notification of Absences**

- 36.5 A Team Member who is unable to attend work for any reason must notify their manager or designated person(s) prior to the start of their shift, or as soon as practicable thereafter.
- 36.6 Team Member's may be required to provide a medical certificate or other reasonable evidence for all absences on Personal / Carer's leave.

### **37. LONG SERVICE LEAVE**

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- 37.1 Long service leave is provided in accordance with the Industrial Relations Act 2016 (Qld) and the NES.
- 37.2 Long service leave may be taken as agreed between Watco and the Team Member. Debited leave shall count towards the Team Member's Roster Cycle hours.
- 37.3 For the purpose of debiting long service leave for full time Team Members, a day's long service leave shall be eight (8) hours and a week's long service leave shall be forty (40) hours. Part time Team Members shall be debited the ordinary time that would otherwise have been worked during the period of long service leave.

#### **Rostering Long Service Leave**

- 37.4 A full day of leave hours are from 00:01 to 23:59 on the day the leave falls. On the day immediately following a pre-approved full long service leave day, Team Members will not be rostered to commence before 06:00 unless they are prepared to do so.
- (a) When such an instance occurs, the Team Member will be paid overtime rates in accordance with clause 29 for the period prior to 06:00. For clarity, if a Team Member approves and is rostered to start at 04:00 immediately following a pre-approved full long service leave day, they will receive the two (2) hours as additional hours in accordance with clause 29. The remainder of the shift will be paid as Ordinary Hours.

### **38. TRAUMA LEAVE**

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- 38.1 Where a Team Member:
- (a) has responsibility for a train that is involved in a serious accident or incident; or

- (b) during the course of their work witnesses a serious accident or incident; and
- (c) that accident or incident results in a serious injury or fatality to another Team Member or other person.

Watco shall ensure that the Team Member is relieved from duty as soon as possible.

- 38.2 In these circumstances the Team Member will be provided with transport to the Team Member's home or Home Location, as elected by the Team Member.
- 38.3 Where the incident involves a fatality, the Team Member will be provided with up to five (5) days paid leave to receive psychological counselling from a qualified practitioner.
- 38.4 Trauma leave is a separate entitlement to any other leave.

### **39. UNION LEAVE**

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- 39.1 Special paid leave may be granted to Team Members who are delegates of their Union to attend their Unions National Council, National Executive, Branch Council, Branch Executive and Divisional Committee meetings and/or delegate training, as recognised by the Australian Electoral Commission (AEC) or other relevant authority.
- 39.2 To be eligible for the special leave, the Team Member:
  - (a) is required to apply for leave at least four (4) weeks prior to the leave commencing; and
  - (b) is required to provide written evidence:
    - (i) providing basic details of the meeting;
    - (ii) to support that they are an elected delegate for the Union; and
    - (iii) to show they are required by the Union to attend the meeting.
- 39.3 Approved leave under this clause is capped to a maximum of one (1) week per Year.

### **40. CASHING OUT OF LEAVE**

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- 40.1 A Team Member and Watco may agree in writing to forego a portion of the Team Member's accrued leave in exchange for the full amount that would have been payable to the Team Member had the Team Member taken the leave, subject to the following conditions:
  - (a) The minimum amount of leave to be cashed out is one (1) week.
  - (b) Each cash out of leave must be subject to a separate written agreement between Watco and the Team Member.
  - (c) For annual leave, the request must not result in Team Member's remaining accrued leave entitlement being less than four (4) weeks.
  - (d) In all cases the cashed-out leave will form part of the Team Member's taxable earnings and Watco will deduct applicable tax.
  - (e) In considering any application by a Team Member to cash out leave Watco will consider the potential workplace health and safety impact on the Team Member of the leave not being taken.

**41. PUBLIC HOLIDAYS**

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41.1 Public holidays are provided for in accordance with the NES.

**Work on a Public Holiday**

41.2 Where a Team Member (other than a casual Team Member) is required to work on a public holiday, that Team Member shall:

- (a) be paid eight (8) public holiday hours at the Team Member's Ordinary Hourly Rate of Pay for the Public Holiday (prorated for Part Time Team Members);
- (b) be paid the actual rostered hours at the Team Members Ordinary Hourly Rate of Pay; and
- (c) Either eight (8) hours or the actual rostered hours worked, whichever is greater will be counted towards the Roster Cycle. For clarity, if twelve (12) hours are worked on a public holiday the remaining hours in that Roster Cycle would be sixty-eight (68) hours.

41.3 Where a public holiday falls within the normal rostered hours of a Roster Cycle period as per the Operational Roster the Team Member shall not refuse to work a public holiday, unless the request by Watco is unreasonable, or the refusal is reasonable in line with section 114(4) of the Act.

41.4 Where a Team Member works an RDO that falls on a public holiday that the Team Member will be paid in accordance with clause 29, and will not be paid in accordance with clause 41.

41.5 Where a public holiday falls on a Team Member's RDO and the Team Member is not required to work that day, the Team Member shall receive their normal pay.

41.6 A Casual Team Member who works a public holiday is entitled to be paid overtime at the rate of 1.5 times their base rate of pay, for all time worked on the public holiday.

41.7 A casual Team Member who receives payment under this clause will not be entitled to the 25% casual loading as referred to in clause 7.12 for any work performed on a public holiday.

**42. OTHER LEAVE**

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42.1 All Team Members are entitled to other leave entitlements in accordance with the NES.

42.2 For clarity, leave entitlements (both paid and unpaid) include parental leave, family and domestic violence leave, community service leave and compassionate leave.


**SIGNATURES OF THE PARTIES**

ACN 624 325 159


**Signed for and on behalf of Watco Australia Logistics Pty Ltd:**

Signature:   
Full Name: Leanie Ivanville  
Position: VP Corporate Services  
Address: 30 Delhi Street, WEST PERTH WA 6005  
Basis of authority to sign: Employee Company Representative  
Dated: 02 January 2024


**In the presence of:**

Witness Signature:   
Full Name: Kenneth Haat  
Address: 30 Delhi Street, WEST PERTH WA 6005  
Date: 02 January 2024

**Signed for and on behalf of the Employees of Watco Australia Logistics Pty Ltd:**


Signature:   
Full Name: SAMANTHA LLOYD  
Position: LOCOMOTIVE DRIVER L3  
Address: 54 Southwood Rd Stuart QLD 4811  
Basis of authority to sign: EMPLOYEE REPRESENTATIVE  
Dated: 4th January 2024

**In the presence of:**


Witness Signature:   
Full Name: SIMON CRISP  
Address: 1/33 McIlwraith St South Townsville  
Date: 4/1/24




**Signed for and on behalf of the Australian Rail Tram and Bus Union, QLD Branch:**

Signature:   
Full Name: Peter Allen  
Position: Branch Secretary  
Address: Level 1, 457 Upper Edward Street, Spring Hill  
Basis of authority to sign: RTBU Representative  
Dated: 03/01/2023


**In the presence of:**

Witness Signature:   
Full Name: McKinley Fiveash  
Address: Level 1, 457 Upper Edward Street, Spring Hill  
Date: 03/01/2023

**Signed for and on behalf of the Australian Federated Union of Locomotive Employees:**

Signature:   
Full Name: MICHAEL JOHN MCKITTRICK  
Position: STATE SECRETARY  
Address: 41 PEEL ST. SOUTH BRISBANE  
Basis of authority to sign: ELECTED AFLUE UNION OFFICIAL  
Dated: 3rd JANUARY 2024.

**In the presence of:**

Witness Signature:   
Full Name: Kerri Thomas  
Address: 41 Peel St South Brisbane  
Date: 3rd January 2024.

## APPENDIX 1 – CLASSIFICATION INDICATIVE DUTIES AND REQUIREMENTS

The transitional arrangements and associated indicative duties and requirements for the new classifications as detailed in clause, 28 are as follows:

### TRANSITIONAL ARRANGEMENTS

- This agreement transitions the classification structure from the previous four (4) levels to a new five (5) level classification.
- The additional level is delineated by L2 Shunt qualified and Level 3 Qualified Drivers Assistant – ‘engine & air qualified’. For clarity, engine & air qualified means Team Members who have successfully completed traction qualifications.
- For clarity, Existing Team Members currently employed as Level 2 (without engine & air) will move to Level 2 under this agreement.
- For clarity, Existing Team Members currently employed as Level 2 (with engine & air) will move to Level 3 under this agreement.

### PREAMBLE

The parties to this Agreement recognise the need for Team Members to be able to perform a wide range of tasks in the performance of their duties. Watco recognises the value of training to achieve multi-skilling and the importance of training to the career/s of Team Members. The classification structure detailed in this Schedule categorises Team Members according to their classification. Classifications relate to the following factors:

- Level of experience
- Range of skills (including levels of training or competency) required for performing duties
- Level of supervision (including degree of instructions required and/or given)
- Degree of responsibility
- At all times the Team Member must Promote the Customer First Foundation Principles

Watco recognises that Team Member training and development contributes to a motivated and skilled workforce, Watco commits to ensure progression for all Team Members employed with the intention to become a Qualified Locomotive Driver.

Classification title	Description
Team Member Level 1 (Trainee)	<p>This Team Member holds no qualifications to perform any rail safety duties and will typically be recruited off the street. This Team Member may be required to perform various other duties considered to be safe and appropriate to this position for which they are competent to perform.</p> <p>Trainees do not perform any physical tasks relating to shunting for operational purpose, only for the purpose of learning and may be rostered as 3<sup>rd</sup> person for the purpose of consolidation of learning.</p> <p>Trainees at this level will be required to achieve the competencies as per the Watco Training Plan before progressing to Level 2.</p> <p>Once assessed as competent in the following, the Team Member will progress to Level 2:</p>

Classification title	Description
	<ul style="list-style-type: none"> <li>• Local Inductions and Site visits</li> <li>• Apply Safe Working Rules and Regulations</li> <li>• Apply Communications Protocols</li> <li>• Use and interpret radio, hand, and flag commands</li> <li>• Follow Safe Working Protocols</li> <li>• Act in the event of unsafe situations or emergencies</li> <li>• Fatigue Management</li> <li>• Apply Awareness of Railway Fundamentals</li> <li>• Follow Occupational Health and Safety Procedures</li> <li>• Operate Fire Equipment</li> <li>• Watco policy and procedures</li> <li>• Accident emergency procedures training</li> <li>• Diagnose, identify, and rectify minor faults on rolling stock</li> <li>• Roll by Inspections</li> <li>• Any task within your competence to perform as directed by Watco</li> <li>• Other duties as assigned</li> </ul> <p>A new Team Member from another rail operator may commence as a Level 1 until such point as their previous qualifications have been assessed and Watco specific training provided, i.e., fatigue management, Safety Rules, Radio Procedures and Policies.</p>
<p>Team Member Level 2 (Shunt qualified)</p>	<p>This Team Member will have been assessed as competent in all Level 1 criteria before progression to Level 2.</p> <p>At this level, the Team Member will be rostered as a Third Person and perform duties within their competency such as:</p> <ul style="list-style-type: none"> <li>• Perform shunting operations</li> <li>• Train crew member for Line Haul operations work as a Third person</li> <li>• Operate points</li> <li>• Specialised equipment to load or unload wagons, if qualified</li> <li>• Train Examination (once completed the Train Inspection Course) to examine and certify trains as fit for departure</li> <li>• Minor repairs to rolling stock</li> <li>• Undertake and complete 'Engine &amp; Air' Training before progressing to level 3</li> <li>• Any task within your competence to perform as directed by Watco</li> <li>• Other duties as assigned</li> </ul>
<p>Team Member Level 3 (Qualified Drivers Assistant)</p>	<p>This Team Member will have been assessed as competent in Level 2 Train Operations criteria before progression to Level 3.</p> <p>At this level, the Team Member will perform duties within their competency such as:</p> <ul style="list-style-type: none"> <li>• All Duties associated in Levels 1 through to 3, if qualified</li> <li>• Locomotive Second Person assisting the driver in shunting and marshalling of trains</li> <li>• Undergo on and off job tuition and training in locomotive and train management, including route knowledge</li> </ul>

Classification title	Description
	<ul style="list-style-type: none"> <li>• Locomotive and vehicle provisioning including daily locomotive checks</li> <li>• Log 'driving' hours in line with training plan</li> <li>• Any task within your competence to perform as directed by Watco</li> <li>• Other duties as assigned</li> <li>• Trainees at this level are required to achieve the competencies as per the Watco Training Plan to progress to Level 4</li> </ul>
<p>Team Member Level 4 (Qualified Locomotive Driver)</p>	<p>This Team Member has been assessed as competent in Train Driving and acquired the required number of hours.</p> <p>This Team Member will also perform duties within their competency such as:</p> <ul style="list-style-type: none"> <li>• All Duties associated in Levels 1 through to 3, if qualified</li> <li>• Maintain and hold a relevant State Safe Working/Track Access Permit (e.g., C.O.C)</li> <li>• Drive shunting locomotives, with or without locomotive remote control</li> <li>• Perform Mainline Duties</li> <li>• Undergo on and off job tuition and training in locomotive and train management, including route knowledge</li> <li>• Clerical tasks - Complete all relevant paperwork</li> <li>• Any task within your competence to perform as directed by Watco</li> <li>• Other duties as assigned</li> </ul>
<p>Team Member Level 5 (Senior Driver or Trainer and Assessor) – by appointment</p>	<p>Team Member will have been assessed as Competent in all Level 4 requirements. This position conducts training and assessing and must have completed the relevant units of assessment.</p> <p>This Team Member will also perform duties within their competency such as:</p> <ul style="list-style-type: none"> <li>• Promote Operational Performance and the operating discipline of optimised train management</li> <li>• Assist with the performance improvement and management of selected Team Members</li> <li>• Assess and sign off on driver route competencies</li> <li>• Any task within your competence to perform as directed by Watco</li> <li>• Other duties as assigned</li> </ul>

## **APPENDIX 2 – MINIMUM STANDARDS**

### **1. PRINCIPLES**

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The Watco depots, accommodation and locomotive standards contained in this appendix represent the minimum standard provided to Team Members who sign on at depots, operate Locomotives and/or are required to book off away from their Home Depot and to Team Members on temporary transfer.

### **2. WATCO DEPOT SIGN ON**

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Team Members who sign on at a Watco Depot will be provided with the following minimum provisions:

- (a) Secure Car Parking
- (b) Amenities including a meal room with appropriate facilities
- (c) Communications as required
- (d) Operational documentation as required
- (e) Notice boards as required

### **3. ACCOMMODATION STANDARDS**

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Team Members who work assignments away from their Home Depot and are required to stay overnight will be provided suitable lodging by Watco. Watco will aim to find lodging that is in a quiet location with acoustically sound (as possible) rooms to reduce noise from external or adjacent rooms. When a Team Member is on a Temporary Transfer Watco will aim to find lodging that can provide basic kitchen and laundry facilities.

The parties to this Agreement recognise that the nature of the geography of operation means Watco can only use best endeavours to provide the required standard of accommodation but will commit to providing if it is available and practical to do so without impacting on required train pathways and cycle times.

### **4. CONSULTATIVE COMMITTEE**

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Watco aims to continually improve the minimum standards afforded to Team Members, this shall be achieved through the election of a workplace consultative committee. This committee may consult on rostering, system process improvements, accommodation and locomotive standards, depot provisions (both Watco Depots and non-Watco locations) and any future implementation of Driver Only Operations. Other workplace matters maybe discussed through the committee following approval from a relevant Watco representative. Team Members who attend committee meetings will be paid in accordance with this Agreement. The committee will meet, as needs, or no less than quarterly.

## IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2024/34 – Application for approval of the Watco Queensland Rail Supply Chain Enterprise Agreement 2023

Applicant:

Watco Australia Logistics Pty Ltd

### **Section 185 – Application for approval of a single enterprise agreement**

#### Undertaking – Section 190

I, Leonie Nankiville, VP Corporate Services have the authority given to me by Watco Australia Logistics Pty Ltd (Watco) to give the following undertakings with respect to the Watco Queensland Rail Supply Chain Enterprise Agreement 2023 ("the Agreement"):

1. Clause 7.12 will be read as follows:

Subject to 7.13, for all Ordinary Hours worked other than work on a public holiday, casual Team Members shall be paid at the rate of pay in clause 28, for the classification they are engaged in, plus a loading of 25%.

2. Clause 7.13 will be read as follows:

A casual Team Member who works additional hours, will be paid in accordance with clause 29. Hours paid in accordance with clause 29, do not attract a loading of 25%.

3. Clause 41.6 will be read as follows:

A casual Team Member who works a public holiday is entitled to be paid overtime at the rate of 2.0 times their base rate of pay, for all time worked on the public holiday.

4. A Team Member will not be rostered to work on a weekend and / or on a public holiday unless they have also been rostered to work on at least two (2) weekday day (non-public holiday) shifts in that same Roster Cycle.

5. The frequency of Team Members working on weekends and/or public holidays will be monitored by completion of a yearly reconciliation by Watco. This reconciliation will calculate the amount of remuneration that would have been payable to the Team Member under the provisions of the Award over the relevant period and compare it to the wages received for that period under this Agreement.

6. Additionally, where a Team Member considers that over a three (3) month period they are not better off overall under this Agreement than under the applicable Award, they may request a comparison of the wages received for that period under this Agreement and the wages they would otherwise have been provided with under the Award. Watco will provide this reconciliation to the Team Member within seven (7) days following any request.
7. Any shortfall in wages which would otherwise be payable under the Award will be paid to the Team Member with an extra \$50.00 in the next pay period after the review is completed. If the Team Member and Watco cannot reach agreement on the total amount which should be paid by the operation of this undertaking, clause 12, Resolving Differences of the Agreement will be followed and the parties will agree to the Fair Work Commission arbitrating and making a binding determination to resolve the matter.
8. For the purposes of this Undertaking the applicable Award means the Rail Industry Award 2020.

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



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Signature

14 February 2024

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Date