



# DECISION

*Fair Work Act 2009*

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

**Queensland Rail Transit Authority T/A Queensland Rail**  
(AG2020/2560)

## **QUEENSLAND RAIL STATION OPERATIONS ENTERPRISE AGREEMENT 2020**

Rail industry

COMMISSIONER SPENCER

BRISBANE, 14 SEPTEMBER 2020

*Application for approval of the Queensland Rail Station Operations Enterprise Agreement 2020.*

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

[2] A number of matters were identified, and responses and undertakings sought from the Employer. These undertakings were provided. The views of the employee bargaining representatives, and the Australian Rail, Tram and Bus Industry Union (the RTBU), and the Australian Municipal, Administrative, Clerical and Services Union (the ASU) (being bargaining representatives for the Agreement) were sought regarding the undertakings. The RTBU, ASU, and the employee bargaining representatives did not object to the undertakings.

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

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

[5] The RTBU and ASU have given notice under s.183 of the Act, that they want the Agreement to cover them. In accordance with s.201(2), I note that the Agreement covers the RTBU and the ASU.

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



COMMISSIONER

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**Annexure A.**

Fair Work Commission

Queensland Rail

And

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

And

The Australian Municipal, Administrative, Clerical and Services Union

**AG2020/2560 APPLICATION FOR THE APPROVAL OF THE  
QUEENSLAND RAIL STATION OPERATIONS ENTERPRISE AGREEMENT 2020**

**UNDERTAKINGS – Section 190**

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

**NATIONAL EMPLOYMENT STANDARDS**

**Annual Leave**

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

**Personal Leave**

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

**Household Member**

6. The Applicant recognises the Agreement restricts the definition of "Household Member" in the Glossary when compared with the National Employment Standards.

7. Pursuant to clause 8 of the Agreement, the following definition of "Household Member" is to be applied in lieu of the existing definition, for the purposes of the Agreement:

*"Any household member that lives with the employee".*

#### **Family and Domestic Violence**

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

#### **Public Holidays**

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

#### **Shiftworkers**

13. The Applicant recognises that certain employees engaged under this Agreement may not be classed as "shiftworkers" for the purpose of receiving an additional one week of annual leave, whereas they would be classed as "shiftworkers" under the Rail Industry Award 2020 [MA000015].
14. Pursuant to clause 8 of the Agreement, for the purpose of the additional one week of annual leave provided for in the National Employment Standards at clause 87 of the *Fair Work Act 2009* (Cth), a shiftworker employed under the Agreement is defined as follows:

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

*"permanent night shiftworker means an employee who regularly performs permanent night shift work."*
15. The Applicant considers the above undertaking to sufficiently address concerns raised by the Fair Work Commission in considering AG2020/2549 Application for the approval of the Queensland Rail Train Control Enterprise Agreement 2020.

16. Finally, Fair Work Commission's acceptance of this undertaking under section 190 of the Act will not cause financial detriment to any employee covered by the agreement or result in substantial changes to the agreement.

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



Representative Signature

MICHAEL GERARD HAWKINS  
SENIOR MANAGER, EMPLOYEE RELATIONS

Full Name, Title of Representative (print)

305 Edward Street

Brisbane, Qld 4000

Address



Witness Signature

Sebastian Harris  
Senior Employee Relations Advisor

Full Name, Title of Witness (print)

10/09/20

Date

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Queensland Rail

Station Operations Enterprise  
Agreement 2020

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

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## **1. Title of this agreement**

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

## **2. Term of this agreement**

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

## **3. Nominal expiry date**

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

## **4. Application of this agreement**

- 4.1 This Agreement covers and applies to Queensland Rail Transit Authority ("the Business") and all Station Operations employees working within the Brisbane Suburban Area for whom a rate of pay and classification exists in this Agreement.
- 4.2 This Agreement covers and applies to each of the following unions provided that in each case the requirements of s53(2)(a) of the Fair Work Act 2009 (Cth) have been met:
  - 4.2.1 The Australian Rail, Tram and Bus Industry Union, Queensland Branch (RTBU).
  - 4.2.2 The Australian, Municipal, Administrative, Clerical and Services Union (ASU).

## **5. Relationship with other awards and agreements**

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

## **6. Agreement to be available**

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

## **7. Agreement to be negotiated**

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

## **8. National employment standards**

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

## **9. Workplace policies and procedures**

9.1 The Business will develop and implement workplace policies and procedures from time to time. Such policies and procedures do not form part of this Agreement. They do however form part of the employment arrangements and are subject to the dispute procedure of this Agreement.

9.2 Where one of the following policies confers a financial benefit or other entitlement to an employee, that part of the policy that confers such benefit or entitlement to an employee covered by this Agreement will only be changed with the agreement of the unions covered by this Agreement:

- 9.2.1 Allowance: Locality
- 9.2.2 Allowance: Travelling, Living away from home and Camp
- 9.2.3 Allowance: Motor Vehicle
- 9.2.4 Allowance: Retirement (as per cessation policy)
- 9.2.5 Guidelines for the completion of position descriptions within QR
- 9.2.6 Legal Liability of Officers and Employees
- 9.2.7 QR Passes
- 9.2.8 Relocation benefits
- 9.2.9 Managing Surplus Positions
- 9.2.10 Recruitment and Selection
- 9.2.11 Health Management Administration
- 9.2.12 Managing Performance and Behaviour

- 9.3 Notwithstanding the foregoing, agreement is not required where the changes are necessary to ensure that the policy is consistent with the law; or the changes constitute administrative simplification of the policy (that do not affect the intent of the relevant benefit or entitlement).
- 9.4 For the purposes of this clause, the term policies shall be read to include Policies, Specifications and Standards.
- 9.5 The overall job evaluation methodology, i.e. the evaluation / assessment of positions will not be changed during the life of this Agreement without the agreement of the unions who are covered by this Agreement.

## **10. Overpayment of wages**

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

## **11. Commitments of the Parties**

### **Reform Initiatives**

- 11.1 The parties will work collaboratively to deliver the following key transformational activities:
- 11.1.1 operational alignment and readiness for Cross River Rail and the implementation of European Train Control systems (ETCS);
  - 11.1.2 continued implementation of New Generation Rollingstock and the associated Business Operating Model;
  - 11.1.3 re-aligning the network rail operation to deliver the 10 Year Rail Network Strategy; and
  - 11.1.4 continued digitisation of operational and business systems including Integrated Train Operating Procedures (ITOPs), Rostering (WMS IWay), Customer information and interface, Enterprise Asset Management

System (EAMs) and Enterprise Human Capital System and Safety Systems.

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

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

#### **Leave Liability Reduction**

11.3 During the life of the agreement the parties will make their best endeavours to develop and implement strategies to reduce:

11.3.1 annual leave liability (15%) and long-service leave liability (15%);

11.3.2 overtime costs (5%); and

11.3.3 absenteeism (10%).

## 12. Occupational health and safety

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

## 13. Fitness for work – drug and alcohol testing

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

### Process for testing on external premises

- 13.4 Some drug and alcohol tests conducted at external premises might produce a positive test that indicates a potential health and well being risk. Many of the Business's customers expect their employees and suppliers to be drug-free, so it is damaging for the Business's relationship with its customers if its employees test positive, even though they may not be impaired at the time.
- 13.5 The Business will manage the issue of any positive tests at external premises in a sensitive and caring manner, mindful of the business impacts. It is expected that any employee who tests positive will work co-operatively with the Business with the objective of avoiding future re-occurrences.
- 13.6 The Business's employees will be required to abide by reasonable drug and alcohol testing policies of companies who have contracts with the Business, and who routinely require such testing of other contractors and internal employees.



- 13.7 A positive test at a customer's site may require the removal of the Business's employee from that customer's site. Each incident will be assessed on its merits using the Business's People Performance Framework, a typical approach would be:
- 13.7.1 If an employee tests positive under an external Business's testing policy, the employee may be removed from the site and may be taken home or to the quarters/motel if residing away from home. The employee's supervisor will schedule an interview to discuss the incident during the next rostered shift, with a view to offering counselling and medical assistance to help address any problem that might exist. A plan to ensure future tests do not produce a positive result will be jointly developed. A sensitive and caring approach will be taken by both the supervisor and the employee. This is not a disciplinary process and the employee will be paid as per the normal shift for all purposes of this clause.
  - 13.7.2 If the employee tests positive a second time under an external Business's testing methodology within 6 months, an interview will be held. The employee may be required to produce a clear test before being rostered for work at any external premises that requires fitness for duty testing. A further action plan will be developed to ensure future tests do not produce a positive result. An employee may be directed to participate in counselling and/or obtain other medical assistance to address the apparent problem. Such participation is not a disciplinary process and the employee will be paid as per the normal shift for all purposes of this clause.
  - 13.7.3 If the Business's employee tests positive for a third time under an external Business's testing methodology within 12 months, this may invoke a disciplinary process under the Business's People Performance Framework. There will continue to be an emphasis on working positively with the employee to address any issues of addiction. A clear test may be required for the employee before returning to a customer's workplace. A further action plan will be developed, but failure to comply will be considered to be a serious breach of the Business's Code of Conduct.
- 13.8 Failure to agree to participate in the testing procedure when the request is made within the terms of this Agreement will be treated as if the employee has failed the test, and actions will be similar to those outlined above.

## **14. Fitness for work – fatigue management**

- 14.1 Fatigue management plays an important role in the Business's objective for an injury free workplace for all employees, contractors, consultants and visitors.
- 14.2 Fatigue will be managed through the MD-10-178 Fatigue Management Standard which includes the use of a tool to ensure fatigue is managed in the formulation of rosters. On request, employees will be given access to the calculation of FAID scores.
- 14.3 The Business will monitor modern developments in fatigue management and review its policies accordingly.

## **15. Mental Health**

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

## **16. Psychometric Testing Review**

- 16.1 Within 6 months of approval of the agreement, a review of psychometric testing will be conducted by an external party under the following terms of reference:
  - 16.1.1 Benchmark against other railway operators (including role specific testing types, if roles should have psychometric testing applied to them at all etc);
  - 16.1.2 Articulate any regulatory requirements/guidelines (e.g. ONRSR safety guidelines) that the business must fall in line with;
  - 16.1.3 Examine (specifically) the difference between requirements for psychometric testing in the business (e.g. SEQ and Regional differences) based on complexity (traffic, no of signals etc) and occupational groups;
  - 16.1.4 Review the applicability of the selection process – i.e. using psychometric testing as a screening tool versus part of selection process that balances previous experience, performance amongst other aspects;
  - 16.1.5 Leader awareness and understanding;
  - 16.1.6 Preparing candidates for success (communication and feedback of results);
  - 16.1.7 Review of re-testing requirements (i.e. how long the scores remain valid);
  - 16.1.8 Explore ongoing governance and assurance activities.

- 16.2 The business will jointly agree with the union parties on the external party to undertake the review.
- 16.3 During the review, the relevant unions will be involved in the consultation and feedback process. Whilst the final decision on implementation of the outcomes of the review remains with the business, the business commits to listening and considering any information and examples provided by all parties.
- 16.4 The process will be as follows:
- 16.4.1 Union representatives will be invited to be on the selection panel;
  - 16.4.2 A reference group (also including union representatives will be formed to facilitate feedback during the review process;
  - 16.4.3 The reference group will meet during the review process (e.g. at least monthly);
- 16.5 A copy of the review recommendations will be made available to the relevant unions/representatives before a final decision is made by the business.

## **17. Incapacitated employees**

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

## **18. Medical standards and health management**

- 18.1 Where an employee is required to undertake an initial mandatory health assessment at the direction of the employer, or in accordance with the National Standard, it must be in work time (paid at the rate applicable to the day).
- 18.2 Where an employee is required to fast as part of the initial medical assessment, the employee will be booked off duty for the 10 hours immediately prior to the assessment,
- 18.3 The Business will pay for all Health Assessments of RSW's including the initial investigation of any further review identified at the time of the medical. Once a diagnosis has been made it will be up to the employee to cover costs as part of their responsibility to manage their own health. Where the initial investigation has been completed with no diagnosis possible but there is still an abnormality that

effects their ability to be deemed fit for duty, any further investigation required to determine their fitness will also be at the employee's own expense as part of their ongoing responsibility and duty of care to ensure they are fit for work.

- 18.4 For example, if an employee is referred for a Sleep Study, the Business will pay for the initial investigation. If this Sleep Study identifies a medical condition, such as Sleep Apnoea, it will then be the employee's responsibility to pay for any further investigations, treatment or specialist appointments.
- 18.5 Please note that due to the nature of health conditions there are some instances where the Business would agree to pay for further testing. An example of this may be where the initial investigation was inconclusive and another test is suggested to determine fitness. These instances will be assessed on a case by case basis but they do not include where the initial investigation has identified an issue which requires further assessment to reach a diagnosis.
- 18.6 If a medical condition becomes apparent during examination the employee will be referred to their own doctor for further investigation and treatment. Any such treatment will be at the employee's expense.
- 18.7 If an employee is held unfit for duty the Business will attempt to find meaningful alternative duties however where not available/possible, employees will be provided pay at the employee's base rate for a 2 week period. Following this, own illness/injury leave will be used.

## **19. Fit for work status**

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

## **20. Make up pay on day of injury**

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

## **21. Communication and consultation**

### **Business to Notify**

- 21.1 Where the Business has either:

- 21.1.1 Developed a proposal to introduce a major change in production, program, organisation, structure or technology in relation to the enterprise that is likely to have significant effects on employees; or
- 21.1.2 Proposes to introduce a change to the regular roster or ordinary hours of work of employees:  
  
the Business must notify the relevant employees who may be affected by the proposed changes and any union covered by this agreement and which is able to represent the industrial interests of one or more employees likely to be affected.

### **Consultation Process**

- 21.2 The Business must hold discussions with the employees affected and the relevant union/s (or other employee nominated representatives, if any). These discussions must involve or include:
  - 21.2.1 The timely provision in writing of all relevant information about the change including the nature of the change proposed, the effect the changes is likely to have on employees, the reasons for the proposed change; measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; where relevant, a proposed implementation date; and any other matters likely to affect employees;
  - 21.2.2 Provision of reasonable resources, including work time, for employees to fully participate in the consultation process;
  - 21.2.3 Invite the relevant employees to give their views about the impact of the change (including in relation to changes to rosters or hours of work any impact in relation to their family or caring responsibilities).
  - 21.2.4 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees;
  - 21.2.5 Genuine opportunity for the parties to affect the outcome.
- 21.3 The discussions must commence as early as practicable after a relevant proposal has been developed by the Business.
- 21.4 The Business is not required to disclose confidential or commercially sensitive information to the relevant employees the disclosure of which would be contrary to the Business's interests.

- 21.5 Where the Business makes a final decision in relation to the proposed change, the Business will notify the parties in writing. This notification will include final details of the proposed change and an implementation date.
- 21.6 The implementation date will not be earlier than 5 working days from the date of the notification, unless safety concerns demand otherwise. In such cases, the notification will be signed by senior management.
- 21.7 Where a notification under the above subclause has been issued, the parties will have 5 working days in which to issue a notice of dispute. This notice of dispute will be made pursuant to Step 3 of the Disputes Procedure.
- 21.8 For the purposes of this clause working day has the same meaning as in the Disputes Procedure.

### **Representation**

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

### **Definition of “proposal”**

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

### **Definition of “significant effects”**

- 21.13 For the purposes of the consultation clause of this Agreement, “significant effects” include:
- 21.13.1 termination of employment of employees; or

- 21.13.2 major change to the composition, operation or size of the employer's workforce or in the skills required of employees; or
  - 21.13.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - 21.13.4 the alteration of hours of work;
  - 21.13.5 the need to retrain employees; or
  - 21.13.6 the need to relocate employees to another workplace; or
  - 21.13.7 the restructuring of jobs.
- 21.14 Provided that where this agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

### **Relevant Employees**

- 21.15 For the purposes of the consultation clause of this Agreement "relevant employees" means the employees who may be affected by a change referred to in clause 21.1.

## **22. Quarterly business consultative forum**

The parties agree to participate in a quarterly business consultative forum. The purpose of this forum is for Business-wide industrial and employment issues to be discussed to ensure that parties are informed of any likely upcoming issues that could be proactively addressed in a coordinated manner. The quarterly business consultative forum is not to be used in place of any provisions and processes outlined elsewhere in the Agreement. Local Consultative Committees (LCC) will meet on a frequency determined by the LCC and proceed in accordance with an agenda agreed between the LCC members.

## **23. Disputes procedure**

- 23.1 In the event of any dispute arising during the course of employment, including disputes in relation to requests for flexible working arrangements, the following procedure will apply.
- 23.2 The objectives of this procedure are the resolution of disputes, or matters that may give rise to a dispute, by measures based on consultation, co-operation and discussion.
- 23.3 An employee may, at any step in the procedure, appoint a representative (including an Organisation or Association). Unless revoked by the employee, the appointment will continue for any subsequent steps of the procedure.

23.4 A representative may do all the things which the procedure authorises an employee to do.

23.5 While this procedure is being followed, status quo will apply. However, employees will not be required to perform any work where the employee holds a reasonable concern about an imminent risk to the employees' health or safety.

23.6 The steps in this procedure are as follows:

**Step 1:** In the event of a dispute an employee/s will attempt to resolve the dispute with the employee's immediate supervisor.

The status quo which existed prior to the emergence of the dispute shall be observed until the dispute is resolved.

**Step 2:** If the dispute remains unresolved, the relevant manager and/or the manager's representative, and the employee will attempt to resolve the dispute. Unless otherwise agreed such attempt will take place within 5 days after the referral by the employee.

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

The written notice of dispute must contain these details:

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

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

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

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

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



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

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

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

- i) Making procedural directions as to the time, place and conduct of the conciliation or arbitration;
- ii) Directing the parties as to the manner of receiving submissions, including requiring formal submissions;
- iii) Hearing oral submissions;
- iv) Taking written submissions;
- v) Hearing evidence by oath or affirmation;
- vi) Conducting inspections;
- vii) Determine the representation of the parties applying the same criteria as contained in s.596 of the *Fair Work Act 2009*.

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

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

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

## **24. Contract of employment**

24.1 Employees will be engaged on a full-time, part-time, fixed-term or casual basis. Every employee will be advised in writing at the time of engagement whether their employment is on a full-time, part-time, fixed-term or casual basis.

24.2 Unless otherwise specified in this Agreement, the terms and conditions of employment detailed in this Agreement apply to all employees regardless of the basis on which they are engaged.

- 24.3 The Business's preferred method of employment is full-time employment. However, the appropriate method of employment will be used to meet business and operational needs.
- 24.4 An employee will carry out such duties as are reasonably within the limits of the employee's skill, competence and training.
- 24.5 The Business may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment (where relevant).
- 24.6 Any direction issued by the Business pursuant to the above sub-clauses will be consistent with the Business's responsibilities to provide a safe and healthy working environment.

### **Work flexibility**

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

## **25. Full-time employment**

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

## **26. Part-time employment**

- 26.1 Part-time employees are those who work less than full-time hours.
- 26.2 The minimum shift for a part-time employee is 2 hours.
- 26.3 Part-time employees will work a minimum of 10 hours per week (or less if agreed between the Company and the employee).
- 26.4 Part time employees receive, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
- 26.5 At the time of engagement, the Company and employee will agree in writing on the number of ordinary hours to be worked per week.
- 26.6 The agreed number of ordinary hours per week may only be amended by mutual agreement and will be recorded in writing.
- 26.7 Any amendment to the normal weekly pattern of work will be by agreement with the employee/s directly affected.
- 26.8 Where an employee and the Company agree in writing, part-time employment may be converted to full time, and vice-versa, on a permanent basis or for a specified period of time. If such an employee transfers from full-time to part-time (or vice-versa), all accrued entitlements will be maintained. Following transfer to part-time employment accrual will occur in accordance with the clauses relevant to part-time employment.
- 26.9 Part-time employment can include job sharing; where 2 employees undertake the work of the equivalent of 1 position on a part-time basis i.e. 2 part-time positions equalling the equivalent of 1 full-time role. Job sharing can only occur with the agreement of the Company and the 2 employees concerned.
- 26.10 A part-time employee who works in excess of their rostered ordinary hours will be paid for all such excess hours worked in accordance with the overtime clause.

## **27. Fixed-term employment**

- 27.1 Fixed-term employees are those who are engaged for a specific purpose. This will be in relation to a specific task or a specific time period, such as:
- 27.1.1 Parental leave coverage;
  - 27.1.2 Non-core work;
  - 27.1.3 One off builds/ projects; or

- 27.1.4 Periods of approved leave.
- 27.2 The business will only employ people in a fixed term capacity where there is a genuine need to do so.
- 27.3 Where a fixed term engagement extends for more than 2 years or involves more than 5 consecutive fixed term engagements at the same location, the employee is to be engaged / converted to permanent employment with the condition that the employee will be subject to involuntary redundancy and termination payments as provided in the relevant Business policies as amended from time to time.
- 27.4 Where an employee's employment status is converted as outlined in clause 27.3 and has been employed for more than 4 years, the employee will no longer be subject to involuntary redundancy.

## **28. Casual employment**

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

### **Casual Conversion**

- 28.4 In order to provide pathways to permanent employment, where a casual employee has been employed on a regular and systematic basis for a period of at least 6 months (cumulatively), they will have the option to apply to convert their

employment status in their current role to either permanent part-time or permanent full-time.

- 28.5 If the business agrees (and such agreement will not be unreasonably withheld), the minimum hours of work on appointment will be calculated on the average of the hours worked each week over the preceding six (6) month period, with a minimum of 10 hours per week.
- 28.6 Prior to the completion of six (6) months cumulative service, the business will provide notice to a casual employee regarding the above option.

## **29. Individual flexibility arrangements**

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

- 29.7.1 By the employee and the Business; and
- 29.7.2 If the employee is under 18 - by a parent or guardian of the employee; and
- 29.7.3 Includes details of:
- The terms of the enterprise agreement that will be varied by the arrangement; and how the arrangement will vary the effect of the terms; and how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - States the day on which the arrangements commence.
- 29.8 The Business will ensure that a copy of the individual flexibility arrangement is given to the employee within 14 days of the arrangement being agreed.
- 29.9 Any individual flexibility arrangement may be terminated:
- 29.9.1 On no more than 28 days written notice given by the Business or the employee; or
- 29.9.2 By the employee and the Business, at any time, if they agree in writing to the termination.

## **30. Enhanced remuneration packages**

- 30.1 Enhanced Remuneration Package arrangements may be utilised where there is a clearly identified operational need such as the need to attract or retain an employee or employees where there is a business need. This operational need will relate to an individual employee in a specific position or a group of employees in specific positions in the Business.
- 30.2 Enhanced Remuneration Package arrangements must not be used to distinguish employee salary arrangements purely on the basis of performance but performance may be a factor considered.
- 30.3 The Enhanced Remuneration Package must also be calculated by reference to working arrangements.
- 30.4 This sub-clause does not permit any variation the effect of which would be to vary the effect of the NES in a way not permitted by the Fair Work Act 2009.
- 30.5 Where the Business wishes to offer an Enhanced Remuneration Package, the process will be as follows:
- 30.5.1 There must be a genuine, clearly identified operational need relating a to an employee or group of employees within the Business; and

- 30.5.2 A business case supporting the Enhanced Remuneration Package will be prepared and be made available to all employees to whom the Enhanced Remuneration Package is offered.
- 30.6 Where an Enhanced Remuneration Package is not offered to a group, the business case must clearly explain the rationale for offering the Enhanced Remuneration Package to one or some, but not all, employees in the work group.
- 30.7 An Enhanced Remuneration Package will be read in conjunction with this Agreement and, where any inconsistency exists, the Enhanced Remuneration Package will apply. Where the Enhanced Remuneration Package is silent the Agreement will apply.
- 30.8 The overall terms and conditions of employment agreed to will be more favourable than provisions of this Agreement as a whole. Employees must not be disadvantaged by taking up an Enhanced Remuneration Package, taking into consideration the remuneration and other benefits the employee would have received otherwise if the employee had not entered into an Enhanced Remuneration Package. As a minimum, the employee's base rate of pay for calculation of the Enhanced Remuneration Package will increase in accordance with wage adjustments specified within this Agreement.
- 30.1 If in a roster cycle the employee works any hours in excess of either:
- 30.1.1 the number of ordinary hours that attract the payment of a penalty rate under this Agreement; or
  - 30.1.2 the number of overtime hours,
- allowed for in the calculation of the remuneration payable in accordance with the Enhanced Remuneration Package, such hours will not be covered by the Enhanced Remuneration Package and must separately be paid for in accordance with the applicable provisions of this Agreement.
- 30.2 Each 6 months from the commencement of the Enhanced Remuneration Package, or upon the termination of either the employee's employment or the Enhanced Remuneration Package,, the Business will conduct a comparison of the employee's earnings in the previous 6 months and what the employee would have otherwise earned had the Enhanced Remuneration Package not been in place. For clarity, the comparison of earnings will be for the same hours as those worked by the employee in the previous 6 months. In the event that the calculation demonstrates the employee is worse off, they shall be paid the difference , plus an additional 1% of the difference, within 14 days so as to correct the disadvantage.

- 30.3 A genuine agreement for an Enhanced Remuneration Package can be reached between the Business and an individual employee in relation to all clauses of this agreement except for:
- 30.3.1 This clause;
  - 30.3.2 Clauses 1 – 10;
  - 30.3.3 Those clauses 11 – 17 under Health and Safety;
  - 30.3.4 Those clauses 18 – 26 under Communication and Consultation.
- 30.4 This type of enhanced remuneration package will be reviewed at least annually. An increase in an employee's enhanced remuneration package will be at the Business's discretion.
- 30.5 Enhanced remuneration packages will be entered into on a voluntary basis. The package only operates by mutual agreement between the Business and employee.
- 30.6 Enhanced remuneration packages may be terminated:
- 30.6.1 With at least 28 days written notice by the employee; or
  - 30.6.2 With at least 3 months written notice by the employer should a significant change occur in the foundation of the business case; or
  - 30.6.3 By the employee and the Business at any time, by mutual agreement.
  - 30.6.4 However, if the employee is found to have committed serious misconduct their Enhanced Remuneration Package may be withdrawn following 28 days written notice.
- 30.7 The Business will compile details about the use of this clause on a regular basis during the life of the Agreement. Such information will be made available at the Quarterly Business Consultative Forum.

## 31. Flexible Work Initiatives

### Requests for Flexible Work Arrangements

- 31.1 Flexible Working Initiatives allow an employee to balance personal or family needs and preferences with work commitments. *The business acknowledges* the importance of employees maintaining a balance and provides discretionary benefits in this *Agreement* to allow employees to organise their working arrangements in a more flexible way, subject to operational needs. This includes:
- 31.1.1 Job Sharing;
  - 31.1.2 Working from Home;



- 31.1.3 Part Time Study Leave Arrangements;
  - 31.1.4 Transition to Retirement Arrangements;
  - 31.1.5 Individual Flexibility Arrangements.
- 31.2 Requests made in accordance with the *Fair Work Act 2009* will not be unreasonably refused. These include the employee:
- 31.2.1 Is a parent or has responsibility for the care of a child who is school aged or younger;
  - 31.2.2 Is a carer (under the *Carer Recognition Act 2010*);
  - 31.2.3 Has a disability;
  - 31.2.4 Is 55 or older;
  - 31.2.5 Is experiencing family or domestic violence; or
  - 31.2.6 Provides care or support to a **household member** or **immediate family** who requires care and support because of family or domestic violence.
- 31.3 The employer must give the employee a written response to the request within 21 days, stating whether the employer grants or refuses the request.
- 31.4 The employer may only refuse the request on reasonable business grounds and this must be addressed in the employer's written response.
- 31.5 At any stage in the process an employee can request advice or representation from their union.
- 31.6 The business will provide employees with information and education highlighting the choice and flexibility provided by this Agreement in areas such as balancing work and personal lives.

### **Job Sharing**

- 31.7 Job sharing is where two or more employees are able to make arrangements that allow the employees concerned to share one permanent position.
- 31.8 Approval of Job Share will be at the discretion of *the business* and subject to *Mutual Agreement* between the relevant supervisor/manager and the individual employees concerned, on the hours to be worked and roster arrangements that ensure the arrangement is cost neutral to *the business*.
- 31.9 The employees are required to meet the daily/weekly/monthly hours of the position as determined between the employees concerned, based on their respective personal needs, in *consultation* with and as approved by their supervisor. Other flexible arrangements such as the individual employees sharing the job via

extended block periods up to six months will be considered subject to operational requirements or constraints.

- 31.10 Employees who enter these arrangements will be treated as part-time employees as per the relevant provisions contained in this Agreement.

### **Working from Home**

- 31.11 Working from home is a voluntary work arrangement agreed between an employee and the Business where an employee performs work from home during normal business hours that would ordinarily be conducted at the Business's workplace.
- 31.12 There are two types of working from home arrangements:
- 31.12.1 Occasional; and
  - 31.12.2 Regular.
- 31.13 A working from home arrangement will either be approved or rejected based on the Business's operational and business requirements. A leader will consider, for example, the suitability of the work to be performed at home and the suitability of the employee to perform that work.
- 31.14 A Working from Home Agreement will detail all working arrangements and must be signed by both the employee and the delegated leader.
- 31.15 An agreement may be terminated by the employee or the Business at any time by giving two weeks written notice.
- 31.16 All forms, agreements, criteria or checklists referred to in this section can be located at the policy centre on the Business's Portal.

### **Transition to Retirement Arrangements**

- 31.17 Transition to Retirement Arrangements may be available to those employees considering full time retirement from the work force and who may consider a transition period to retirement. This is in recognition of the need to facilitate the transfer of corporate knowledge, skills and provide guidance and mentoring to other employees prior to retirement, for the mutual benefit of the employee and the business.
- 31.18 Transition to Retirement Arrangements may include but are not limited to the following:
- 31.18.1 Utilisation of accrued leave to maintain full time status while working part time hours without reduction in superannuation benefits;
  - 31.18.2 Working agreed blocks of work (annualised hours) using a combination of either accrued leave, banked RDO'S, TOIL, annualised

hours or leave without pay over an agreed period of time. For example, two (2) month's work and two (2) months leave in rotation;

31.18.3 Working from home may also be considered where the nature of the work is operationally suitable.

31.19 Any such arrangements between *the business* and the employee will be documented in writing confirming the agreed pattern of work required, which may include (as applicable,) weeks to be worked over the period, minimum ordinary hours per week, the days on which the work is to be performed and daily starting and finishing times.

## **32. Position descriptions**

32.1 Position descriptions describe the knowledge, skills, competencies, mandatory qualifications and other requirements to successfully perform the role. Every employee will be required to adhere to the requirements of a position description.

32.2 The position description includes matters relevant to the position such as performance plan type, occupational categories, job purpose, responsibilities, reporting relationships, organisational unit, work location, mandatory requirements, key requirements or selection criteria.

32.3 The Business will apply version identification to position descriptions.

32.4 Prior to any amendments being made by the Business to an Employee's position description the Business will conduct a consultation process in accordance with the Consultation process detailed in this Agreement. Consultation will not be required in the following instances:

32.4.1 Typographical error;

32.4.2 Formatting of a document;

32.4.3 Change of cost centre;

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

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

32.4.6 Change in qualification title or code.

## **33. Classification review**

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

## 34. Apprenticeships and traineeships

Apprentices and trainees will be engaged as part of an employment based training scheme approved under the *Further Education and Training Act 2014* (Qld).

## 35. Probation

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

## 36. Vacancies

### Recruitment Principles

- 36.1 The Business is committed to providing career pathways for existing employees. This will be a required consideration when undertaking recruitment and selection processes.
- 36.2 Attracting and retaining a diverse and skilled workforce is generally best supported by advertising vacancies to the open market. As such, vacancies must be advertised in a way that maximises quality applicant pools.

- 36.3 Vacancies will be filled without undertaking a recruitment and selection process where the one of the following circumstances exists:
- 36.3.1 An order of merit has been established for a recurring vacancy;
  - 36.3.2 The classification stream provides an entitlement to progression based on successful completion of training and work experience and the employee has completed the relevant training and/or work experience;
  - 36.3.3 Where the duties of a position are modified and the position is subsequently re-evaluated one (1) classification level higher, and the employee incumbent in that position:
    - has been previously appointed to that position through a merit based recruitment and selection process; and
    - has been undertaking the position for greater than 24 months; and
    - is satisfactorily meeting all of the performance objectives of the position.
- 36.4 Vacancies are not required to be advertised where they:
- 36.4.1 meet the circumstances outlined in clause 36.3 above;
  - 36.4.2 are for entry level roles;
  - 36.4.3 are to be filled for a period of less than 12 months;
  - 36.4.4 are to be filled via redeployment of EiTs or HREs at or below level in accordance with clause 36.6 below; or
  - 36.4.5 for a casual role.
- 36.5 The chief executive or delegated officer may exempt a vacancy from advertising or elect to limit the advertising only where the chief executive or delegated officer considers there is justification for doing so.

### **EiTs and HREs Requiring Redeployment**

- 36.6 Employees in Transition (EiTs) and Health Restricted Employees (HREs) requiring redeployment must work co-operatively to secure new placements:
- 36.6.1 EiTs and HREs requiring redeployment must actively look for internal placements.
  - 36.6.2 The Business must consider EiTs and HREs requiring redeployment for temporary and permanent vacancies before proceeding to fill a vacancy by other means.

- 36.6.3 The Business must provide EiTs requiring redeployment with meaningful duties whilst placement opportunities are being pursued.
- 36.6.4 The Business should discuss opportunities for redeployment to all roles where the EiTs or HRE's skills and any necessary accreditations would require only reasonable re-training for them to be suitable.

#### **Reversion to former position**

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

### **37. Anti-discrimination, workplace diversity and equity considerations**

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

agreement strongly endorse strategies which achieve these outcomes for Australia's first people. These strategies and initiatives will align with and support the broader Queensland Government commitments in regards to Indigenous employment.

## **38. Maximising employment security**

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

## **39. Transfer of business**

- 39.1 Where a transfer of business occurs in accordance with the Fair Work Act 2009 and where:

- 39.1.1 The transferring employee's service and accrued and unused leave entitlements with the Business are assumed by the new employer; and
- 39.1.2 The transferring employee is offered employment on terms and conditions no less favourable than the employee currently enjoys
- 39.1.3 The transferring employee will not be entitled to payment of any leave, severance, redundancy, period of notice or any other entitlement usually paid on termination of employment,

## 40. Termination of employment

### Notice by the Business

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

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

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

### Notice by employees



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

#### **Payments due on termination**

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

#### **Ceasing fixed-term employment**

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

## **41. Higher grade**

#### **Higher level payment**

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

#### **Payment at entry level pay point**

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

### Higher grade and leave payments

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

## 42. Annual leave

### Entitlement to annual leave

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

### Taking annual leave

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

42.6 Hours of annual leave taken, cashed out or donated will be deducted from an employee's accrual.

#### **Payment of annual leave**

42.7 For each ordinary hour of annual leave taken employees will be paid at the base rate of pay (or other agreed rate as specified elsewhere in this Agreement) received by the employee immediately before taking annual leave.

42.8 Shiftworkers will receive leave loading of 20%.

42.9 All other employees will receive leave loading of 17.5%.

42.10 Employees will be paid for public holidays without deduction from their annual leave accrual if the public holiday falls within the period of annual leave.

42.11 By written agreement with the Business, employees may apply to convert all or part of their leave loading to additional annual leave. This can only occur where the employee has an accrual of two year or less of annual leave.

#### **Cashing out/Donating annual leave – Overall limit**

42.12 Full-time employees are able to cash out/donate a maximum of 38 hours of annual leave in any 12 month period. The maximum hours that may be cashed out/donated for Part-time employees will be determined on a pro-rata basis.

42.13 Paid annual leave must not be cashed out/donated if the cashing out/donation would result in the employee's remaining accrued entitlement to paid annual leave being less than one year.

42.14 Each cashing out/donation of a particular amount of paid annual leave must be by a separate written agreement between the Business and the employee.

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

#### **Donating annual leave**

42.16 From time to time employees may like to financially assist other employees or their families who are experiencing a serious, life threatening illness or injury, or who have died. In these circumstances, the Business may arrange a donation process for employees to assist fellow employees or their families.

42.17 In such situations a full-time employee can voluntarily elect to donate between 7.6 hours and 38 hours of accrued annual leave (and leave loading) to the specific

employee or their family. Part-time employees can donate annual leave on a pro-rata basis.

- 42.18 The cash value of the donated leave (and loading if applicable) forms part of the employee's taxable income for the year, therefore, the Business will deduct the relevant amount for taxation purposes.

#### **Cashing out annual leave**

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

#### **Illness while on annual leave**

- 42.22 Employees, who become ill during a period of annual leave, may claim personal leave in lieu of annual leave subject to the following conditions:
- 42.22.1 The employee's supervisor is promptly notified of the circumstances during the period of the illness and the approximate duration of the illness
  - 42.22.2 The period of illness exceeds 3 days
  - 42.22.3 Evidence consistent with the evidence requirements of the Personal/Carers clause of the illness is supplied.
- 42.23 If personal leave in lieu of annual leave is approved by the delegated manager, the employee's annual leave accrual will be adjusted accordingly. Payroll deductions for leave loading will occur (if applicable).

## 43. Long service leave

### Entitlement to long service leave

- 43.1 Employees are entitled to 345.8 hours of long service leave on completion of 7 years continuous service.
- 43.2 For any continuous service beyond 7 years, employees will accrue long service leave at the rate of 49.4 hours per year.
- 43.3 For casual employees service remains continuous provided the casual employee is re-engaged on a casual or other (e.g. fixed-term or permanent) basis within 3 calendar months of the date of the termination of employment. Notwithstanding the foregoing the entitlement to long service leave for casual employees is determined by the following:
- 43.3.1 Upon 7 years continuous service the employee's total aggregated hours divided by 13,832 (i.e. 7 years x 52 weeks per year x 38 hours per week) multiplied by 345.8 (i.e. full-time hours of long service leave); and
- 43.3.2 Thereafter at the rate of the employees annual total aggregated hours in the preceding 12 months divided by 1976 (hours) multiplied by 49.4 hours.
- 43.4 A casual employee may only access their accrued long service upon 7 years of continuous service.

### Payment of long service leave

- 43.5 Employees will be paid for each ordinary hour of long service leave at the base rate of pay (or other agreed rate as specified elsewhere in this Agreement) received by the employee immediately before taking long service leave.
- 43.6 Where a public holiday falls within a period of long service leave, the day will be paid as a public holiday and not as long service leave.

### Cashing out long service leave

- 43.7 Employees with 7 or more years of service may apply to cash out a portion of their accrued long service leave under the following conditions:
- 43.7.1 The application will be in writing.

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

#### **Salary sacrificing long service leave to superannuation**

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

#### **Illness while on long service leave**

- 43.15 Employees on long service leave, who become ill during the period of long service leave, may claim personal leave instead of long service leave subject to the following conditions:
- 43.15.1 The employee's supervisor is promptly notified of the circumstances during the period of the illness and the approximate duration of the illness

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

## **44. Personal / carer's leave**

### **Entitlement**

- 44.1 Employees (except casuals) accrue personal/carers leave at the rate of 10 days per year.
- 44.2 An employee's entitlement to paid personal/carers leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

### **Taking paid personal/carers leave**

- 44.3 An employee may take paid personal/carers leave if the leave is taken:
  - 44.3.1 Because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
  - 44.3.2 To provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
    - 44.3.2.1 A personal illness, or personal injury, affecting the member;  
or
    - 44.3.2.2 An unexpected emergency affecting the member.
- 44.4 Personal Carer's leave taken by an employee will be deducted from the employee's accrued personal/carers leave balance in accordance with the *Fair Work Act 2009*.
- 44.5 Unused personal/carers leave will not be paid out upon termination of employment.
- 44.6 Where an employee who is absent on approved unpaid personal leave and provides evidence in accordance with this clause to cover the entire absence, personal/carers leave will continue to accrue for the duration of the employee's absence on such leave.

### **Notice of absence**

- 44.7 Employees must ensure their supervisor or other nominated person is directly notified before or as soon as reasonably practicable after their start time, if they are unable to attend work due to personal/carers leave. Wherever possible, employees will advise the expected duration of the absence. Employees will provide advance notice wherever possible.
- 44.8 This section does not apply to an employee who could not comply with it because of circumstances beyond the employee's control.

### **Entitlement to unpaid carer's leave**

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

### **Taking unpaid carer's leave**

- 44.10 An employee may take unpaid carer's leave for a permissible occasion if the leave is taken to provide care or support in accordance with this clause.
- 44.11 An employee may take unpaid carer's leave for a permissible occasion as:
- 44.11.1 A single continuous period of up to 2 days; or
  - 44.11.2 Any separate periods to which the employee and the Business agree.
- 44.12 An employee cannot take unpaid carer's leave if the employee could instead take paid personal/carers leave.
- 44.13 Casual employees may apply for unpaid carers leave.

### **Evidence requirements**

- 44.14 An employee must provide evidence for absences due to personal/carers leave which exceed 2 working days
- 44.15 An exception will apply when:
- 44.15.1 A review of the employee's personal (sick and carer's) leave records has revealed that the employee's record of attendance gives cause for reasonable concern. In that instance, the employee will subsequently be interviewed, and if they cannot provide satisfactory reason for the



absences, they can be directed (for a maximum period of six months) to provide evidence for all absences; or

- 44.15.2 The Employer has waived the requirement to provide evidence in areas where access to medical practitioners is restricted or difficult.
- 44.16 Employees will provide evidence for planned medical appointments before the appointment if required by the supervisor.
  - 44.16.1 Acceptable forms of evidence:
    - Of the employee's personal illness/injury will be a medical certificate from a relevant registered health practitioner;
    - 44.16.2 Of an immediate family/household member's illness/injury will include a medical certificate (relating to the immediate family/household member's illness/injury) from a relevant registered health practitioner;
    - 44.16.3 Of the employee's responsibility for an immediate family/household member may include a birth certificate, school notification or letter from a dependent family member's registered health practitioner.
- 44.17 If it is not reasonably practicable for the employee to provide a medical certificate for their own, or an immediate family/household member's, illness/injury when required to do so, the employee must provide alternative and appropriate proof.
- 44.18 If a medical certificate or alternative and appropriate proof (e.g. statutory declaration) is not provided when required, payment will not be made for the absence.
- 44.19 Where an employee is deemed unfit for rail safety work following a National Health Standards (NHS) assessment, the employee will be required to take appropriate action as advised by the Business. Should the employee be required to access personal/carers leave for greater than 2 working days the employee may provide their own evidence for this absence or, alternatively, the employee will advise the Business to use the NHS assessment as appropriate evidence.

#### **Payment for paid personal/carers leave**

- 44.20 Payment for personal/carers leave will be based on the employee's ordinary hours for the rostered shift which would otherwise have been worked by the employee if the employee were not absent on personal/carers leave for all or part of that shift.
- 44.21 Employees will be paid for each ordinary hour of paid personal/carers leave at the base rate of pay (or other agreed rate as specified elsewhere in this Agreement) received by the employee immediately before taking such leave.

- 44.22 Employee taken not to be on paid personal/carer's leave on Public holidays.
- 44.23 If the period during which an employee takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid personal/carer's leave on that public holiday.

#### **When personal/carer's leave is exhausted**

- 44.24 Where business requirements permit, employees with the necessary evidence and advanced notice may be allowed access to Annual / Long Service Leave accruals where personal/carer's leave has been exhausted. Approval to access annual/long service leave accruals will not be unreasonably withheld.

### **45. Compassionate leave**

- 45.1 Employees (except casuals) are entitled to 2 days' paid compassionate leave (on each occasion) to spend time with an immediate family/household member who suffers a personal illness or injury that poses a serious threat to their life.
- 45.2 Employees will be paid compassionate leave at the base rate of pay (or other agreed rate as specified elsewhere in this Agreement) received by the employee immediately before taking compassionate leave.
- 45.3 Employees must provide evidence of the situation if required by their supervisor. If no evidence is provided as required, the employee will not be paid for the period.

### **46. Bereavement leave**

- 46.1 Employees (including casuals with 12 months' service) are entitled to 3 days' paid bereavement leave (on each occasion) when an immediate family/household member dies.
- 46.2 Employees will be paid bereavement leave at the base rate of pay (or other agreed rate as specified elsewhere in this Agreement) received by the employee immediately before taking bereavement leave.
- 46.3 Employees must provide evidence of the situation if required by their supervisor. If no evidence is provided as required, the employee will not be paid for the period.

### **47. Jury service leave**

- 47.1 Employees (except casuals) who are required to attend court for jury service will be paid at the base rate of pay (or other agreed rate as specified elsewhere in this

Agreement) the employee would have received for the ordinary hours the employee would have worked if the employee was not on jury service leave.

- 47.2 Where the Business has paid an employee while on jury service, any payments the employee receives from the Sheriff's Office with respect to the jury service must be paid to the Business via a payroll deduction. Employees must co-operate with the Business and complete any required paperwork to ensure this occurs.

## **48. Military leave**

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

## **49. Parental leave**

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

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

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

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

**\* All entitlements are the same in instances of adoption.**

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

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

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

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

## **50. Aboriginal and Torres Strait Islander cultural leave**

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

## **51. Domestic or family violence**

51.1 The Business is committed to ensuring that an employee who is currently experiencing domestic and/or family violence is not treated adversely or unfairly in their employment and has access to timely and appropriate support that is responsive to their individual circumstances. The Business will adopt Queensland Government policy as it relates to Domestic or Family Violence to the extent it provides a more beneficial entitlement.

### **Definition of Domestic and Family Violence**

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

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

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

### **Entitlement to Special Leave with Pay**

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

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

51.6.1 The stated purpose of the leave;

51.6.2 The amount of leave required; and

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

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

- 51.11 An employee who is currently experiencing domestic/family violence is entitled to request a transfer to an agreed safe working location. These requests will be given genuine consideration having regard to the safety and needs of the employee arising from the domestic and/or family violence and operational requirements.
- 51.12 An employee who is currently experiencing domestic/family violence is entitled to request a reasonable adjustment to working arrangements and practices.
- 51.13 Information disclosed by an employee in relation to domestic and/or family violence will be kept confidential except to the extent that disclosure is required or permitted by law.
- 51.14 A dispute arising over any of the terms of this agreement is subject to the dispute resolution process found within this agreement.

## **52. Trauma Leave**

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

## **53. Public holidays**

### **Applicable public holidays**

53.1 The following public holidays will apply:

- New Year's Day
  - Australia Day
  - Good Friday
  - Easter Saturday
  - Easter Sunday
  - Easter Monday
  - Anzac Day
  - Labour Day
  - Queen's Birthday
  - Christmas Eve (from 6pm to midnight)
  - Christmas Day
  - Boxing Day
  - Show holidays or equivalent
- or
- Any such day appointed under the Holidays Act (QLD) 1983, to be kept in place of any such holiday (i.e. a gazetted public holiday).

#### **Nominating a show holiday**

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

#### **Substituting public holidays**

53.3 Where the Business and a majority of affected employees agree a public holiday may be observed on a day other than the day specified above. For the relevant employees this clause will not apply to the public holiday substituted but will apply to the substitute day.

53.4 The Brisbane Exhibition Show Holiday will be recognised as the show public holiday for all employees covered by this Agreement in place of other local council show days.

#### **Payment for public holidays**

53.5 A fulltime employee not required to work on a public holiday will be paid for the ordinary hours the employee would have otherwise worked with a minimum payment of 7.60 hours.

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

## **54. Superannuation**

- 54.1 The Business will pay:
- 54.1.1 For contributory accumulation or defined benefit accounts, the greater of the amounts specified in the Superannuation Guarantee



(Administration) Act 1992 Cth or the Superannuation (State Public Sector) Deed 1990 QLD.

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

- 54.2 All employee superannuation contributions will be paid into a QSuper fund.
- 54.3 Members of contributory accumulation and defined benefits funds have the option of salary sacrificing their superannuation contributions.
- 54.4 The contribution rate for members of non-contributory accumulation funds (i.e. RailSuper) will be 10.5% (which is the Superannuation Guarantee Levy (SGL) plus 1%). In the event of an increase to the SGL this relativity will be maintained.
- 54.5 Employees with service at 1 February 1995, who subsequently retire with 10 or more years' service and who have not joined either a QSuper contributory or defined benefit fund, will be entitled to a retirement allowance for the years of service at 1 February 1995, calculated on the base rate of pay of the employee's substantive position for the periods in the following table:

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

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

## 55. Payment of wages/salary

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

## 56. Time and wages record

- 56.1 The Business will keep a time and wages record on the Business's premises that contains the following particulars for each pay period for each employee:
- 56.1.1 The employee's classification
  - 56.1.2 The Business's full name and address
  - 56.1.3 The name of the agreement under which the employee is employed
  - 56.1.4 The number of hours worked by the employee during each day and week, the times at which the employee started and stopped work, and details of work breaks including meal breaks
  - 56.1.5 The wage rate for each week, day, or hour at which the employee is paid
  - 56.1.6 Whether the employee's employment is permanent, fixed-term or casual
  - 56.1.7 The gross and net wages paid to the employee
  - 56.1.8 Details of any deductions made from the wages
  - 56.1.9 Contributions made by the Business to a superannuation fund
  - 56.1.10 The period to which payment relates
  - 56.1.11 The employee's date of birth
  - 56.1.12 Details of accrued sick leave and sick leave payments to the employee
  - 56.1.13 The date the employee was paid
  - 56.1.14 The date when the employee commenced employment
  - 56.1.15 If appropriate, the date when the employee ends employment with the Business
  - 56.1.16 For casual employees - the total hours, other than overtime, worked by the employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.
- 56.2 The Business will keep the time and wages record for 7 years.
- 56.3 The Business will provide an employee with a copy of this file upon request and within 5 week days (M-F) of the request being made.

## 57. Transfer conditions

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

## 58. Locality allowance

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

## 59. Working away from home

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

The meals and incidental rates will be applied as follows:

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

## 60. Accommodation whilst working away

- 60.1 Where an employee is required to work away from home overnight or longer, the minimum standard of accommodation should be of a 3 star standard. Where 3 star standard is unavailable at the job location, the nearest standard of accommodation to 3 star shall be provided.
- 60.2 Accommodation should be in the form of a well-maintained, air-conditioned motel/hotel style room with an ensuite bath and/or shower with toilet facilities. Fridge, radio, television and access to a telephone and data access (e.g. QR intranet, appropriate personal emails), all with functional reception will be provided where possible.
- 60.3 Accommodation will be one employee per bedroom. Shared arrangements with a maximum of 2 employees to a room will only apply in the event of a natural disaster

(e.g cyclone, flood) or where there is a high occupancy demand (e.g. mining and construction project towns.) Rostering and room allocation will be planned before commencement of travel where applicable.

## **61. Union delegates**

- 61.1 Union delegates and job representatives from the workplace have a role to play within a workplace. The Business shall not unreasonably hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.
- 61.2 Employees will be given full access to Union delegates and other job representatives during working hours to discuss any employment matter provided that work requirements are not unreasonably affected.
- 61.3 Provided that service delivery and work requirements are not unduly affected, delegates and job representatives will be provided reasonable access to facilities for the purpose of undertaking representative activities. Such facilities may include: telephone, computers, email, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards. The Business and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes and the use of such facilities will not be abused.
- 61.4 The Business will approve time off without loss of pay for ordinary hours for employees who are elected (honorary) officials of unions to attend a reasonable number of union executive meetings, divisional meetings, State Council meetings and annual/bi-annual conferences of their union. These are to be based on schedules agreed to between the Business and the respective Union. Such paid arrangements will not include travelling time.
- 61.5 Relevant union delegates will be advised of intended induction sessions and provided with opportunities to discuss union membership with new employees at the session.

## **62. Industrial relations education leave**

- 62.1 Industrial relations education leave is paid time off to acquire knowledge and competencies in industrial relations. Such knowledge and competencies are intended to enable union delegates or job representatives to effectively participate in consultative structures, perform a representative role and further the effective operation of the grievance and dispute settlement procedures.
- 62.2 This clause does not apply to probationary employees.

- 62.3 Upon written application, employees who are Union delegates or job representatives may be granted up to 38 ordinary hours paid time off per calendar year. Leave under this clause is not cumulative and each absence must be approved by the Chief Executive (or delegated authority).
- 62.4 Upon written application this leave will be granted, unless it unreasonably impacts upon service delivery, work requirements, or the effectiveness and efficiency of the work unit concerned.
- 62.5 Payment for leave pursuant to this clause shall be at the employee's base rate of pay (or other agreed rate as specified elsewhere in the Agreement).
- 62.6 Where an approved course extends beyond 5 working days, the Chief Executive (or delegated authority) may approve the period of leave for training to be extended to cover 10 working days to cover 2 calendar years.
- 62.7 Upon request and subject to approval by the Chief Executive (or delegated authority), employees may be granted paid time off in special circumstances to attend management committee meetings, Union conferences, and ACTU Congress.

## **63. Contractors**

### **Secure Jobs Commitment**

- 63.1 It is an objective of this Agreement to maximise the use of Queensland Rail employees in order to enhance job security.

### **Scope**

- 63.2 This clause applies to contracts entered into on or after 1 January 2016 and applies to all work covered by the agreement that could be contracted out by any part of Queensland Rail's business on or after that date.
- 63.3 This clause does not apply to contracts or arrangements for major construction projects or similar work already in the market or awarded as at 1 January 2016. Existing contracts are addressed under a separate Memorandum of Understanding.

### **Principles**

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

- 63.5 The parties recognise that contractors will continue to be an aspect of Queensland Rail's business, however, the parties are committed to minimising the use of contracting-out and/or labour hire utilising a workforce planning process.
- 63.6 Contractors will not be utilised for core, day-to-day activities that are regular, systematic and planned to continue for a 12 month period that can viably be performed in-house.
- 63.7 The parties acknowledge the importance of ensuring that any contractor or labour hire Business engaged must be able to demonstrate compliance with all industrial and workplace health and safety laws, and is sufficiently capitalised to continue compliance throughout the life of the contract.
- 63.8 To the extent permitted by law, in respect of work that is covered by this Agreement, the Business shall ensure that employees of contractors are afforded terms which are no less favourable than the terms which would apply if the work was done by employees of Queensland Rail.
- 63.9 Where the use of contractors is the result of an ongoing need for a particular skill/s and Queensland Rail employees could be reasonably expected to acquire and use those skill/s, the Business will provide training to develop a level of in-house capacity.

### **Requirements**

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

### **Contractor's Review Committee**

- 63.11 The Contractors Review Committee will be composed of three nominated representatives from each union, and the Business representatives from industrial relations and contract management.
- 63.12 The purpose of the Contractors Review Committee is to participate in workforce planning discussions about the proposed use of contractors or labour hire.

- 63.13 The Contractors Review Committee will meet on a monthly basis (every second month being by teleconference), unless otherwise agreed by the parties involved.
- 63.14 Outcomes of the monthly meetings will be documented.

#### **Contractors Review Committee Operation**

- 63.15 At the Contractors Review Committee the business will table the 'Contracting Planning Document' detailing all known works that are proposed to be contracted out over the coming 12 months.
- 63.16 The Contracting Planning Document will detail all relevant information, including:
- 63.16.1 Why contracting is being considered;
  - 63.16.2 The amount & type of work planned to be contracted;
  - 63.16.3 Which contractors are likely to be capable of undertaking the work;
  - 63.16.4 When the contracting would commence; and,
  - 63.16.5 The duration of the potential contracting.
- 63.17 The Contracting Planning Document will be updated continuously by the Business, providing at least 12 months prior notice of any additional proposals to use contractors/labour hire. The updates to the document will as soon as reasonably practicable be provided to members of the Contractors Review Committee.
- 63.18 Any contracting out proposals provided to the Contractors Review Committee will be addressed in accordance with the following process:
- 63.18.1 The Business will explain within a committee meeting the basis for considering using contractors in regards to each separate proposal;
  - 63.18.2 Members of the Contractors Review Committee present to the Business any alternative options for the performance of work that is being considered to be contracted out prior to the next meeting;
  - 63.18.3 Alternative options may include, but are not limited to, the use of fixed term contracts or the use of volunteers from the existing workforce.
  - 63.18.4 At the next meeting, discussion will occur concerning any alternative options that have been put forward.
  - 63.18.5 Following the meeting, the Business will announce their decision on the proposal, taking into account alternative options, if any, provided by the Contractors Review Committee

- 63.18.6 Where alternative options have not been adopted in full, or in-part, the reasons for not adopting the alternative will be outlined by the Business.
- 63.18.7 Once a definite decision has been made, as per clause 63.18.5 above, the parties have 5 working days to initiate a dispute at step 3 of the dispute settlement procedure. This process will not be used unreasonably.
- 63.19 In the event of an operational emergency, the
- 63.20 business is relieved of its obligation to notify the Contractors Review Committee prior to using contractors, however the Business will provide all relevant information about the incident to the next Contractors Review Committee meeting.

### **Contractor Documents and Requirements**

- 63.21 As standard contract provisions, the Business requires all contractors and their employees to comply with:
- 63.21.1 All relevant safety, workers' compensation, superannuation and workplace relations legislation and applicable statutory and/or industrial instrument;
  - 63.21.2 Safe working practices and associated PPE and test equipment equivalent to that used by employees;
  - 63.21.3 Relevant training requirements;
  - 63.21.4 All relevant licensing and registration requirements;
  - 63.21.5 All relevant Codes of Practice and Standards established or promulgated by the appropriate industry regulator or standard setting entity including those prescribed under relevant legislation; and
  - 63.21.6 All occupational health and safety, workers' compensation and applicable quality assurance standards.
  - 63.21.7 The terms and conditions of employment for employees of Contractors shall be no less favourable than those contained in the relevant Federal or Certified Agreement.
- 63.22 To ensure compliance, contractors or labour hire firms will be required to report on the above to the Business at intervals prescribed in the contract and not less than 3 monthly or as mutually agreed by the Parties.
- 63.23 The reports will subsequently be provided to the Contractors Review Committee.



63.24 Nothing in this clause requires the Business to disclose information where doing so would breach Queensland Rail's legal obligations.

### **Alternative Arrangements**

The parties may agree to alternative processes to those contained within clause 63. Such agreement will be captured via meeting minutes of the Contractors Review Committee.

## **64. Remuneration**

### **Wage Increases**

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

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

### **Wage Increases Schedule**

Schedule 4 contains rates of pay as adjusted in accordance with the "Wage Increases" clause.

## **65. Customer service stream**

### **Roles within the customer service stream**

65.1 Customer service stream classifications will undertake a range of customer service and day to day operational duties within Stations Operations.

### **Movement between classification levels**

65.2 Movement between levels in the customer service stream will be by appointment to advertised vacancies subject to 'Vacancies' clause of this Agreement.

### **Relieving in other positions**

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

### **Competency acquisition**

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

## 66. Meal allowance

66.1 Employees who are relieving or temporarily working more than 30 kms from their home or second Group Station Master (GSM) Groups who are not required to stay overnight will be eligible for meal allowances.

Employees relieving or temporarily working at a place from which they can return to their home or second GSM Groups for a portion of the time that they are off duty will be paid for each meal time that they are away from home as follows:

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

66.2 No allowance will be paid for the first meal which occurs when employees are sent away from their home or second GSM Groups to work one shift.

66.3 However, if employees leave their home or second GSM Groups on one day and return at or after 1330 on the next day, a meal allowance will be paid for the midday meal in addition to any other meal payments which may be due.

- Meal allowance will not be paid if employees:
  - Depart from their home depot after 0700
  - Return to their home depot before 0700
  - Depart from their home depot after 1230
  - Return to their home depot before 1330
  - Depart from their home depot after 1800
  - Return to their home depot before 1830.

## 67. Hours of work

67.1 **Shift lengths** - Ordinary hours may be worked in shifts of up to 12 hours without attracting overtime penalties subject to the following:

- Where the ordinary working hours are to exceed 8 on any day, the arrangements of hours will be subject to the agreement of the business and the majority (50% plus 1 employee) of employees concerned:
- Provided further that where any arrangement of ordinary hours exceeds 8 on

any day, employee representatives will be notified in writing within 14 days of commencement of work under such arrangement.

67.2 Where ordinary hours are to exceed 10 hours up to 12 hours it will be subject to the agreement of the business and at least 66% of the employees within the area concerned and meeting the following criteria:

- Occupational health and safety requirements; and,
- Suitable rostering arrangements being made

### Implementation

67.3 The 38 hour week may be worked on 5 in any 7 days or 10 in any 14 days at ordinary time. Penalty payments for ordinary time worked on a Saturday or a Sunday are to be paid in accordance with clause 74 and 75 respectively of this agreement.

67.4 **Scope of working** - For those employees working a 38 hour week, the following scope of implementation of a 38 hour week in accordance with clauses 67.9 to 67.13 of this Agreement is available:

- employees can work less than 8 ordinary hours each day; or
- employees can work less than 8 ordinary hours on one or more days each work cycle; or
- by fixing one or more work days on which all employees will be off during a particular work cycle; or
- by rostering employees off on various days of the week during a particular work cycle so that each employee has one work day off during that cycle.

The instigation of this process can be at either the request of the business or the employees.

67.5 Where the arrangement of ordinary hours work provides for a leisure day off, the business and the simple majority of employees concerned may agree to accrue up to a maximum of 5 leisure days off. Where such agreement has been reached, the accrued leisure days off will be taken within 12 calendar months of the date on which the first leisure day off was approved. If not taken within that time frame payment will be made for the accrued time at overtime rates.

67.6 Employees are required to observe the nominated starting and finishing times for the work day, including designated breaks to maximise available work times.

67.7 The ordinary starting and finishing times of various groups of employees or individual employees may be staggered.

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

### **38 Hour week - procedures for implementation of rosters**

- 67.9 The business and representatives of all employees concerned in each work area will consult over the most appropriate means of implementing and working a 38 hour week.
- 67.10 The objective of such consultation will be to reach agreement on the method of implementing and working the 38 hour week.
- 67.11 The outcome of such consultation will be recorded in writing.
- 67.12 In cases where agreement cannot be reached at the local level as a result of consultation between the parties, either party may request the assistance or advice from their workplace representatives and the business representatives. This should occur as soon as it is evident that agreement cannot be reached.
- 67.13 In the event that the consultative procedure results in a lack of agreement by employees, the business will have the right to make the final determination as to the method by which the 38 hour week is implemented.

### **Alteration to 38 hour week methodology**

- 67.14 Following the implementation of the 38 hour week, the method of working may be altered, upon giving 7 days' notice or such shorter period as may be agreed by the business and employees affected, following consultation between the business and the employees concerned, utilising the foregoing provisions of this clause.
- 67.15 The provisions of this clause are designed to afford all reasonable flexibility in the method of working a 38 hour week; however, that flexibility is not intended to extend regular rostered workings of a 38 hour week into 6 ordinary shifts for that particular 38 hour week without agreement between the business and the majority of employees directly concerned.

### **Rostering Principles**

- 67.16 A Business Instruction titled 'Rostering Principles', was developed by the parties during negotiations for the previous Agreement and is attached a Schedule 2 to this Agreement. A review of this document will be commenced by the parties within three months of Fair Work Commission approval of this Agreement. The current

version will be adhered to by the business until such time as there is mutual agreement of the parties to a revised version.

- 67.17 The Group Station Masters, as part of their role, will recommend higher grade relief replacements from within their GSM group in recognition that employees within the GSM group have the skills and experience to act in higher grade. The business will be guided by the GSM recommendation, but the business reserves the right to make the final decision regarding the allocation of higher grade opportunities, having consideration to operational requirements and the rostering principles.

#### **Leisure Days Off Arrangements**

- 67.18 As part of Roster consultation, the maintenance or reintroduction of Leisure Days Off arrangements will not be unreasonably withheld.

#### **Flexible working arrangements for Group Station Masters**

- 67.19 The 'Hours of Work Provisions'; 'Overtime conditions'; and On call/Standby provisions, as outlined in clauses 67.1 to 67.17; 68; and 76.1 to 76.2 respectively, do not apply to employees paid at the Group Station Master classification level as outlined in Schedule 4 of this Agreement.
- 67.20 Employees paid at this classification level will be required to flexibly work 38 hours per week in accordance with business and operational requirements. They will not be required to backfill shifts for roles below this classification level, however may work to support the operational roster in operationally critical or emergency circumstances. Such work would be paid at the applicable rate/shift penalty..
- 67.21 Employees paid at this classification level will not be required to work ordinary hours shifts in excess of 12 hours.
- 67.22 Employees paid at this classification level will not be paid overtime unless the authorised time worked exceeds 38 hours per week. In which case overtime may be compensated at the employees' election via:
- Payment at the rate of time and a half for the first 3 hours and double time thereafter; or
  - Time-off-in-lieu (TOIL), accrued on the basis of time-for-time.
- 67.23 An employee must nominate which method of overtime compensation is to be utilised, with any change to this method requiring 7 days notice by the employee.
- 67.24 TOIL is not to exceed a maximum balance of 38 hours at any time. Approval for taking of TOIL is to be in accordance with operational convenience. Where due to

operational convenience, TOIL has been unable to be taken within 12 months, such TOIL will be paid out at the rate of time and a half for the first 3 hours and double time thereafter. When employees' relieve in Group Station Master positions, any unused TOIL balances accrued during such relief period will be paid out at the conclusion of the relief period at the rate of time and a half for the first 3 hours and double time thereafter.

### **Group Station Master allowance**

- 67.25 In lieu of existing on call / standby provisions, employees classified as Group Station Master will be paid a weekly allowance of \$549.00 for employees qualified in safe working and \$500.00 for employees not qualified in safe working. Such allowance is in return for:
- 67.25.1 Being required to be on standby no more than 25% per year (ie. be in readiness to attend the workplace);
  - 67.25.2 Being required to reasonably respond to, and make, work phone calls as required at all times outside of rostered hours in order to respond to operational issues; and
  - 67.25.3 Being required to perform work to support the operational roster in operationally critical or emergency circumstances.
- 67.26 Should a Group Station Master refuse to perform the requirements as per clause 67.25.1 to 67.25.3, the business may withhold the weekly allowance.
- 67.27 Employees relieving in Group Station Master positions will be paid the weekly allowance on a pro rata basis.
- 67.28 The allowance is not paid to employees on annual, personal or long service leave and the weekly allowance will be reduced on a pro rata basis accordingly.
- 67.29 Transitional Arrangement – all existing Group Station Masters will receive the \$549 payment for the first 12 months following approval of the Agreement. If after 12 months any existing Group Station Master has not obtained the safe working qualification, they will revert to the \$500 payment.
- 67.30 Increases – the amounts referenced in clause 67.25 will increase by 3% on 1 March 2019; 1 March 2020; and 1 March 2022.

## 68. Overtime conditions

### Overtime

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

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

68.2 **Calculated daily** - overtime will be calculated on a daily basis.

68.3 **Shift worker overtime** - for employees, who are deemed shift workers, overtime will be paid at the rate of double time.

### Cancellation of overtime shifts

68.4 If an employee is cancelled off a rostered overtime shift with 12 hours' notice or less, but with more than 2 hours' notice, such employee will be paid 1 hour's pay at the rate applicable to the day.

68.5 If an employee is cancelled off a rostered overtime shift, with 2 hours' notice or less, such employee will be paid 2 hours' pay at the rate applicable to the day.

68.6 These payments will not be counted for overtime purposes.

### Special Call Outs

68.7 If an employee is called out at any time and attends for duty then the employee will be paid a minimum payment of 4 hours at ordinary rate plus the penalty payment above 100% applicable to the particular day for each hour (defined as any part of an hour) actually worked.

68.8 Payment for call outs will be computed from the sign on for actual work performed.

### Broken Shifts

68.9 Employees working broken shifts, whose starting and finishing times extend beyond a period of 10 hours, will have the whole of the time outside the period paid for at overtime rates.

### Overtime meal allowance

68.10 An employee will be entitled to receive a payment of an overtime meal allowance of \$16.30 under any of the following criteria:

68.11 An employee is specially called out and works in excess of 2 hours, covering the meal period, and was not advised the previous day of the working.

The meal periods are as follows:

<b>Breakfast</b>	0700-0900
<b>Lunch</b>	1200-1400
<b>Dinner</b>	1700-1900

68.12 An employee who is specially called out, is given less than 2 hours notice, to work 2 hours or more, prior to and continuous with a rostered shift.

68.13 An employee is specially called out and is advised after 2200 hours to sign on before 0600 hours to work 2 hours or more overtime prior to and continuous with a rostered shift.

68.14 An employee works an overtime shift of more than 4 hours between 1900 hours and 0700 hours with less than 2 hours' notice given.

68.15 An employee is advised after 2200 hours to sign on before 0600 hours to work an overtime shift of over 4 hours.

68.16 An employee works more than 2 hours' overtime past their rostered ceasing time regardless of when the employee is notified of the requirement to work overtime.

68.17 On 1 March 2019; 1 March 2020; and 1 March 2022, the dollar value of this allowance will increase by 3%.

### **Banked time**

68.18 At the employee's election on the day, overtime may be banked at time-for-time. Such banked time may be accrued up to a maximum of five days (40 hours) and will be taken within 12 months of accrual. Banked time is to be taken at a time mutually agreed between the business and employee and cannot be used in lieu of personal leave (except where personal leave is exhausted as per clause 44.21 of this Agreement). Where the banked time cannot be taken within 12 months of accrual, such banked time will be paid out at overtime rates.

## **69. Alteration of shift at short notice**

### **Deferred sign on time**



- 69.1 When an employee is advised at the employees residence not less than 2 hours before commencement of a rostered working shift, that the starting time has been altered to a later hour, the employee will be allowed one hour's pay. If this advice is provided in less than 2 hours, the employee will be allowed 2 hour's pay.
- 69.2 This payment will be calculated at the rate applicable to the particular day and will not be taken into account for the purpose of calculation of overtime.

### **Shift brought forward**

- 69.3 The business will provide employees with at least 24 hours notice or before the cessation of the previous shift, of an alteration to the employee's next day's rostered working, bringing the starting time forward to an earlier hour, without attracting overtime penalties.
- 69.4 Where notice has been given after the cessation of the previous shift and the notice is within 24 hours of the intended new shift, the following method of payment will apply:
- All time worked outside of the previous rostered hours will attract overtime penalty in accordance with clauses 68.1 to 68.3.
  - Employees will be entitled to passive payment at ordinary rates for all previously rostered hours not worked in the changed shift.
  - All time worked within the hours of the previously rostered shift will be treated as ordinary time to be paid at the rate applicable to the day.
  - The 24 hour notice period will be calculated from the time of the notification to the time of the altered start time.

## **70. Meal breaks**

### **Unpaid Break**

- 70.1 All employees will have an unpaid meal break of a minimum of 30 minutes and a maximum of 60 minutes to be taken after the completion of the 3rd hour on duty and prior to the commencement of the 6th hour on duty except as outlined in clause 70.2.

### **Exemption**

- 70.2 Clause 70.1 does not include the following circumstances:
- Where employees, as a result of their work, are required to maintain continuity of work, their rostered ordinary hours will be inclusive of a paid meal break of 30 minutes.

### **Adjusting Meal Breaks**

70.3 Where there is agreement between the business and employee(s) concerned, unpaid meal breaks may be changed to be taken outside the hours identified in clause 70.1 and will not be subject to the penalties in clause 70.4.

### **Penalty if unpaid meal break cannot be taken**

70.4 If an employee has not started an unpaid meal break before 5 hours and 30 minutes on duty of an ordinary shift, the employee will be paid an additional 100% above the rate applicable for the day, until a meal break period has commenced.

70.5 However this will not apply to employees covered in clause 70.2 (Exemption).

### **Staggered Meal Times**

70.6 Meal times of various groups of employees or individual employees may be staggered.

### **Paid Meal Break on Overtime**

70.7 Where an overtime shift is worked, a paid meal break of 30 minutes will be provided after 4 hours on duty.

70.8 Where the paid meal break is not taken the 30 minutes will be added to the Overtime shift length at the applicable overtime penalty.

### **No booking off period**

70.9 No employee will be booked off for an unpaid meal break between 2300 and 0600 hours.

## **71. Rest break**

71.1 Regardless of whether an employee has a paid or unpaid meal break, all employees will have a 10 minute paid rest break in the first half and the second half of the day, subject to the following conditions:

- Rest pauses can be taken at such times as will not interfere with continuity of work where the business considers continuity is necessary.
- Where ordinary hours are 4 hours or less an employee will not be entitled to a rest break
- Where ordinary hours are worked for greater than 4 hours and less than 5 hours 30 minutes employees will have one 10 minute paid rest break.
- Rest pauses may be combined into one 20 minute rest pause to be taken in the

first or second part of the ordinary working day, by mutual agreement.

## **72. Interval between shifts**

- 72.1 Employees will have 12 consecutive hours off duty between shifts of duty.
- 72.2 When an employee has not had 12 consecutive hours off duty between separate ordinary hours shifts, and the employee is required to commence the next ordinary hours shift, the employee will be paid at overtime rates for the next shift until released to have 12 consecutive hours off duty.
- 72.3 If an employee works so much overtime between ordinary hours shifts that 12 consecutive hours off duty cannot be taken, the employee can be released from the next ordinary hours duty until 12 consecutive hours off duty have been taken. The employee will then commence duty and not lose any ordinary hours when this occurs.
- 72.4 2 consecutive days off or public holiday

An employee who works so much overtime that they have not had at least 12 consecutive hours off duty during the 15 hours immediately preceding their ordinary commencing time the day following 2 consecutive days off or an observed public holiday, will, subject to this clause, be released after the completion of the overtime until they have had 12 consecutive hours off duty without loss of pay for ordinary time occurring during the absence.

## **73. Shift allowance and shift loading**

- 73.1 **Definitions** - For the purpose of this clause.
- "Afternoon shift" means a shift which commences before 1800 and concludes at or after 1830;
  - "Night shift" means a shift which commences at or between 1800 and 0359;
  - "Early morning shift" means a shift which commences at or between 0400 and 0530.

### **Shift work allowances**

- 73.2 Except as otherwise provided, all paid time on duty not subject to overtime penalties or Saturday or Sunday penalties, an employee will be paid an additional:
- 12.5% for an afternoon shift;
  - 15% for a night shift;
  - 12.5% for an early morning shift.

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

#### **Shift loading**

73.4 In addition to the allowances set out in clause 73.2 an employee who signs on or off at or between 0001 and 0459 on Monday and 2359 Monday to Thursday to 0459 on Tuesday to Friday will be paid for that shift a loading of \$6.11 provided that such loading is not payable on an overtime (or excess) shift.

73.5 **Allowance increase** - The shift loading allowance identified in clause 73.4 of this Agreement will be increased by 3 % on 1 March 2019; 1 March 2020; and 1 March 2022. No further increases will occur to this allowance for the life of this agreement.

### **74. Saturday time**

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

### **75. Sunday time**

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

### **76. Other conditions**

#### **Standby/On Call allowance**

76.1 Any employee, who after finishing duty for the day is required to remain contactable and available at short notice, will be paid a minimum of 1 hour's pay at ordinary rates.

76.2 Provided that an employee who is required to remain contactable and available at short notice for a Saturday and/or Sunday and/or public holidays will be paid a minimum of 2 hours pay at the rate applicable to that day.

#### **Report for duty as rostered**

76.3 If a full-time employee reports for duty as rostered, then such employee will be entitled to a minimum payment of 4 hours, at the rate applicable to the day.

#### **Rostering**

- 76.4 Every employee covered by this agreement will be rostered off duty at least 1 day in each week.
- 76.5 Where reasonably practical the daily rostered hours of duty showing times of book off for meals, overtime or otherwise will be set out by the business and posted at all sign-on points as soon as practicable and no later than 1400 on Thursday prior to the rostered week commencing. Such posted rosters will aim to provide, where possible, alignment to the shift patterns as outlined in the Master Roster.
- 76.6 The business may alter this posted roster, provided the change does not take effect for at least 7 days. Where an alteration is made within 7 days, the provisions outlined in clause 69 'Alteration of shift at short notice' shall apply.
- 76.7 Days not rostered on to work are to be posted no later than four weeks in advance and cannot be changed (subject to clause 76.8). The exception to this will be where there is an agreement to work higher grade; or where an employee rotates through a leave link; or where the employee requests a change and the business agrees.
- 76.8 Any employee called upon to report for duty on a rostered day off will be paid for all time on duty on that day at overtime rates.
- 76.9 Master rosters and home stations will be utilised for the purpose of posting rosters.

## **77. Hand over time**

- 77.1 Where a hand over is necessary for the safe and efficient function of work operations, overtime will be paid only when the handover cannot be incorporated within the timeframes of the shift involved. The business will consult with affected employees at each station over the most appropriate allocation for handover time.

## **78. Travelling time**

- 78.1 This clause only applies to employees travelling north from Nambour outside of their rostered shift times.

### **Travelling between Nambour and Gympie North**

- 78.2 Employees travelling between Nambour and Gympie North will receive passive time for any excess travel. Excess travel being defined as the time taken for the travel less the time the employee would usually spend travelling between their residence and home station.

### **Maximum payment**

78.3 All employees travelling long distances to or from their duties will be allowed 8 hours' pay for every 24 hours' travelling. If travelling 8 hours or less they will be paid for actual time travelling. This will be regarded as passive time, and will not be included in the day's work for overtime purposes. When travelling at night, sleeping berths will be provided, if available.

### **Weekends**

78.4 Travelling time performed on Saturday, Sunday and on public holidays will be paid for at the rate applicable to those days.

### **Six hours or more travel**

78.5 If employees who have travelled for 6 hours or more from time of signing on to time of signing off have not been provided with sleeping accommodation while travelling, and are called upon to work without having had 8 hours off duty after arrival at their destination, the whole of the first shift worked as a result of taking up duty will be paid for at overtime rates.

## **79. Allowances**

### **Principles**

79.1 Unless otherwise stated, payment will be made on time worked, not taking into account overtime or penalty rates (i.e. they are not to be paid for all purposes of this Agreement)

79.2 Unless otherwise stated payment of allowances will be on an hourly basis.

79.3 Unless otherwise stated, payment of allowances will be for actual time to the nearest 30 minutes for which the allowance is payable.

### **First Aid Allowance**

79.4 Employees appointed (who are trained and required) to perform first aid duties will be paid \$2.58 per day in addition to their ordinary rates. The allowance will not be paid when employees are on leave (or where the employee holds the first aid competency which contributes to a pay point). When such employees are away on leave, substitutes will be appointed to act in their place.

79.5 On 1 March 2019; 1 March 2020; and 1 March 2022, the dollar value of this allowance will increase by 3%.

### **Working in the rain**

79.6 Suitable waterproof clothing will be supplied by the business, where practicable, to employees who are required to work in the rain.

79.7 Where in the performance of their duties, an employee's clothes becomes wet from rain they will be paid an additional 100% of ordinary rates for all work so performed and such payment will continue until the employee is able to change into dry clothing or until work ceases, whichever is earlier. Employee will change into dry clothing at the earliest practicable opportunity.

## **80. Flexible starting and finishing work locations**

80.1 Clause 80 of this Agreement does not apply to casual employees and employees undertaking the role of Group Station Master.

### **Employees required to be flexible in starting and finishing at work locations**

80.2 All employees (except those excluded in clause 80.1) are required to be flexible in terms of where they start and finish their shift as outlined in clause 80 of this Agreement.

80.3 Employees will start and finish their shifts in the manner required by the business to meet business and operational requirements. This applies to clause 80 of this Agreement.

80.4 Employees will start and finish their shift at an attended station within their first Group Station Master (GSM) group. Where required, the business will start and finish employee's shifts at a station in their nominated second GSM group. However the business will as far as reasonably practical, roster employees for shifts at their home station and with consideration for master roster stability.

80.5 Employees working outside of their first GSM group will be returned to their home station as soon as reasonably practical.

80.6 The business will endeavour to utilise the provision outlined in clause 80 of this Agreement in an equitable and fair manner to all affected employees.

80.7 Consideration will be given to fatigue and work/life balance when starting and finishing employees.

### **Further starting and finishing work locations**

80.8 Employees may be requested but will not be required to start and finish their shift at an attended station outside of their first GSM group and nominated second GSM groups. However, employees may agree to start and finish their shifts at an

attended station outside of their first GSM group and nominated second GSM groups.

### **Flexibility to resource unfilled shifts and planned annual leave**

#### **Unfilled shifts**

- 80.9 Cover of unfilled shifts at a station will be attempted to be drawn from the station's first GSM group in the first instance. Where the first GSM group cannot provide the required resource, employees who have nominated the GSM group that covers that station as their nominated second GSM group may be utilised to cover the unfilled shift.
- 80.10 If the unfilled shift cannot be covered following the process outlined in clause 80.9, the shift may then be filled using the provisions outlined in clauses 80.25 to 80.28.

#### **Planned annual leave**

- 80.11 Employees rostered to cover planned annual leave absences will be rostered to cover such absences within their first GSM group. Where no annual leave coverage is required in the first GSM group, these employees may start and finish at a station to cover planned annual leave absences in their nominated second GSM group.
- 80.12 Where there are no planned annual leave absences to be covered, these employees may be deployed to cover unfilled shifts as per clause 80.9 of this Agreement.

#### **Flexible use of leave links for EKKA**

- 80.13 'Leave Links' in the GSM Groups will be able to be deployed to Exhibition Station for the Ekka in accordance with the following steps:
- 80.13.1 The business will call for expressions of interest;
  - 80.13.2 The business will use leave links geographically closest to the Exhibition Station;
  - 80.13.3 Other leave links will be utilised.

#### **Group Station Master (GSM) groups**

- 80.14 The current 17 GSM groups will be realigned as outlined in Schedule 3. The parties agree that a consultative process will take place within 6 months of the agreement commencing to consider implementation and transitional issues arising from the GSM boundary changes.



- 80.15 The following will apply as part of transition:
- 80.15.1 Porters to be given their preference of new group where possible to minimise potential negative impacts.
  - 80.15.2 No existing employee will be disadvantaged by reclassification as a result of these changes. For clarification this means:
    - 80.15.2.1 No existing employee will need to re-apply for their position for increases of no more than two grades;
    - 80.15.2.2 No existing employee will receive a reduction in their current classification or job title.
- 80.16 Employees will be appointed to a GSM group and specifically a home station. The appointed GSM group becomes the employee's first GSM group. They will also be required to nominate a second GSM group.
- 80.17 Subject to clauses 80.22 to 80.24 of this Agreement, existing employees as at the commencement of this Agreement will continue to have the same first and second GSM group that they had immediately prior to the commencement of this Agreement. Employees who have, at the commencement of this Agreement, had GSM Groups altered will have the opportunity to re-nominate a new second GSM group.
- 80.18 Although GSM groups may change subject to business and operational requirements following consultation with affected employees, employees will not be required to start and finish their shifts at attended stations that are outside of their first or nominated second GSM groups as defined in this Agreement (unless as provided for under clause 80.8 of this Agreement).
- 80.19 For the purpose of this clause the following GSM groups are considered one GSM group:
- Roma Street
  - Brisbane Central
  - Fortitude Valley.
- 80.20 This means that if an employee nominates Brisbane Central, Roma Street or Fortitude Valley as their nominated second GSM group, they may be required to start and finish their shifts across the following stations:
- Roma Street
  - Brisbane Central

- Fortitude Valley
- Milton
- Exhibition.

### **Nominating a second GSM group**

- 80.21 New employees are required to nominate a second GSM group in writing in addition to their first GSM group, subject to the following conditions:
- Employees whose home station is within the Brisbane Central, Roma Street or Fortitude Valley GSM groups are required to nominate a second GSM group that is not one of Brisbane Central, Roma Street or Fortitude Valley.
  - Employees who nominate a GSM group that is one of Brisbane Central, Roma Street or Fortitude Valley will be required to start and finish their shifts across any of Brisbane Central, Roma Street or Fortitude Valley GSM groups.

### **Changing a nominated second GSM group**

- 80.22 Employees may change their nominated second GSM group in the following circumstances where they have obtained a transfer to another home station on either a permanent or temporary basis or they have changed their permanent home residence.
- 80.23 Employees may communicate their request to change their nominated second GSM group subject to agreement with the business. Agreement will not be unreasonably withheld.
- 80.24 In both cases, employees will advise the business in writing and give at least 1 week's notice.

### **Requirements once an employee starts a shift**

- 80.25 An employee may be required to attend for duty throughout the Network once they have started their shift at an attended station in accordance with clause 80 of this Agreement and this will be on the business's time and at the business's expense.
- 80.26 Where the business requires an employee to cover their full shift outside of both their first GSM group and nominated second GSM group, the business will start and finish the employees' shift at the same location within the employees' first GSM group, unless the business and the employee agree otherwise.
- 80.27 Where the business requires an employee to cover a partial component of their shift outside of both their first GSM group and their nominated second GSM group,

the business will start and finish the employees' shift at the same location within the employees' first GSM group or nominated second GSM group.

- 80.28 Clauses 80.25 to 80.28 of this Agreement also apply in circumstances where an employee is required to attend other locations for the purposes of training and development.

## **81. Requirement for business level 1 qualification (accounting)**

- 81.1 Casual employees will not obtain the Business Level 1 Qualification (Accounting).

- 81.2 All employees undertaking a Assistant Station Master 3rd Class role or higher, substantively or through higher grade, must obtain the Business Level 1 Qualification (Accounting).

- 81.3 Employees undertaking the role of Porter Level 1 will be required to obtain the Business Level 1 Qualification (Accounting). The following employees will not be required, however may request, to obtain the qualification:

- Employees at Roma Street, Central and Fortitude Valley stations;
- Employees undertaking permanent train cleaning duties;
- Employees employed prior to 1 January 2005.

- 81.4 Employees required to obtain Business Level 1 Qualification (Accounting), must obtain the qualification within 12 months of commencement of employment. Employees who are not required, but who may request to obtain the qualification, must be allowed to obtain the qualification within 12 months of such request.

- 81.5 Once an employee obtains the Business Level 1 Qualification (Accounting), that employee will be paid at a minimum the Porter Level 2 classification level and be expected to use these qualifications as required.

- 81.6 Subject to clause 81.8 of this Agreement, employees who, at the commencement of this Agreement, have already nominated for the Business Level 1 Qualification (Accounting), will continue to be paid at a minimum the Porter Level 2 classification level.

- 81.7 Where employees consistently refuse to utilise the Business Level 1 Qualification (Accounting), the business will have the option to reduce the employee to porter level 1 classification where operational circumstances allow.

### **Employees unsuccessful in training**

81.8 Where an employee is unsuccessful in attaining this qualification in accordance with clause 81 of this Agreement, the following applies:

- If the employee is a permanent employee, they will return to their previous substantive position.
- If the employee is not a permanent employee, their employment may be ceased in accordance with clause 36 (Termination of Employment) of this Agreement.

## **82. Stations Reclassifications**

82.1 All Station Operations stations will be reclassified in accordance with Schedule 5.

82.2 No existing employee will be disadvantaged by such reclassification. For clarification this means:

82.2.1 No existing employee will need to re-apply for their position for increases of no more than two grades;

82.2.2 No existing employee will receive a reduction in their current classification or job title.

82.3 Any further changes to station classifications may be undertaken through mutual agreement of the parties to the Agreement.

## SCHEDULE 1 – Glossary of terms

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

<b>Base rate of pay</b>	Means the rate of pay payable to an employee for his or her ordinary hours of work, but not including any of the following: <ul style="list-style-type: none"> <li>• incentive-based payments and bonuses</li> <li>• loadings</li> <li>• monetary allowances</li> <li>• overtime or penalty rates</li> <li>• any other separately identifiable amounts</li> </ul>
<b>Brisbane Suburban Area</b>	Includes the rail lines bounded by Shorncliffe, Springfield Central, Kipparing, Rosewood, Varsity Lakes, Cleveland, Pinkenba, Ferny Grove, and Gympie North and any other stations that fall within, or extend the above boundaries that come on line after the establishment of this Agreement.
<b>Call out</b>	means a period of work which commences and ends between ordinary rostered working shifts. Where a period of work does not cease prior to the commencement of an employee's next normal rostered shift, the call-out duty ceases at the commencing time of such rostered shift.
<b>Business</b>	Means Queensland Rail Transit Authority.
<b>Emergency situation (for the purpose of leave for family / emergency reasons)</b>	Means a sudden or unforeseen occurrence of a danger demanding immediate remedy or action.
<b>Employee in transition</b>	Means an employee whose position has been designated surplus to requirements.
<b>Fair Work Act 2009</b>	Means the Fair Work Act 2009 (Cth) or replacement legislation, as amended and in force from time to time.
<b>Household member</b>	Means a person (e.g. an aunt, cousin or close friend) who lives with the employee. This usually applies to people who live with the employee and have a long-standing and significant relationship with the employee.
<b>Immediate family</b>	Means: <ul style="list-style-type: none"> <li>• an employee's spouse (including de facto spouse, former spouse, former de facto spouse or same sex partner).</li> <li>• a child (including an adult child, adopted child, foster child, or step child of an employee or an employee's spouse).</li> <li>• a parent, grandparent, grandchild or sibling of an employee or an employee's spouse.</li> </ul> <p>In the case of bereavement leave only, 'immediate family' also includes an employee's step-parent, step-sibling or half-sibling.</p>
<b>Leisure day off</b>	Means the compression of ordinary hours across a work cycle which creates one day off in that work cycle.
<b>NES</b>	Means the National Employment Standards contained in the Fair Work Act (2009).
<b>Number of days notice</b>	Means calendar days, not working days.
<b>On call / standby</b>	Means an employee who has been directed by the relevant manager to be contactable and available outside the normal working hours for recall to duty.

<b>Ordinary hours</b>	Means the minimum number of hours an employee must work on average each week. Ordinary hours do not include overtime.
<b>Parties</b>	Means (collectively) the business, the relevant employees covered by the agreement and the relevant union/s covered by this agreement.
<b>Passive time</b>	Means <ul style="list-style-type: none"> <li>• the ordinary rate applicable to the day</li> <li>• is non working time for overtime purposes</li> </ul>
<b>Permanent employee</b>	Means a full time and/or a part time employee with on going employment and does not include fixed term or casual employees.
<b>Pro rata</b>	In the context of part time employment means the proportion the part time employee's average weekly ordinary hours bears to full time ordinary hours.
<b>Quarterly business consultative forum</b>	Means a forum between senior management from the business and senior union officials to have business wide discussions on a quarterly basis.
<b>Relocation</b>	Means a situation where an employee is required to move from 1 centre to another which means the employee needs to move their principal place of residence.
<b>Rostered day off</b>	Means the minimum 24 hour period off duty between the previous finishing time and next starting time of shifts for a particular location.
<b>Shift worker</b>	Means an employee who must be involved in a roster where at least 2 shifts (as defined in clause 73.1 of this Agreement) are rostered on six out of seven days each week (Monday to Sunday), with the seventh day (being any one of the days in each week) at least requiring 1 shift to be rostered. Further, each employee must rotate through that roster on a weekly basis.  Furthermore:  1. employees working permanent night shift, as referred to in the relevant Modern Award, and  2. all Resource Centre porters working a full time roster; and who have full availability across that roster; and who do not have a master roster; will also be recognised as shift workers.
<b>Workplace policies</b>	Means documents in the business's Governance and Management Framework including but not limited to policies, board directives, standards, specifications, procedures, related documents and forms.
<b>Workplace procedures</b>	Means processes for carrying out work.

## **SCHEDULE 2 – Rostering principles (SCS Business Instruction – Rostering principles)**

### **83. Purpose**

The purpose of this Business Instruction is to clarify roosting principles in line with the Queensland Rail Station Operations Enterprise Agreement 2016.

#### 83.1 Business or technical need

Required to support the best business practice for Station Customer Service

### **84. Requirements of this Instruction**

As a result of the finalisation of the Queensland Rail Station Operations Enterprise Agreement 2016, the following roosting principles will be adhered to from the date of implementation being the 22nd January 2018.

**Note:** Where the provisions of this business instruction contradict the provisions contained in the Agreement, the Agreement shall prevail.

#### 84.1 Roster development

##### Roster development guidelines

Station Customer Service employees that are responsible for the development and approval of master rosters shall refer to and incorporate the "Good Roster Practice Guidelines" when reviewing or developing master rosters to ensure compliance within the Fatigue Risk Management Standard - MD-10-178.

Consideration will also be given to work / life balance when starting and finishing employees.

##### Implementation of master rosters at new locations

The leadership from Station Operations will create and communicate new master rosters for all new stations or when there is not an existing master roster in place. Where possible, the business will communicate the new master roster at the Station Operations NCC prior to implementation.

In the event the new master roster requires an increase to the number of leave links in an existing master roster at the GSM location and a "significant effect" (as defined in the Agreement) for employees is evident, all affected employees will be consulted with in accordance with the Agreement.

##### Existing master rosters

A copy of all master rosters applicable to the relevant work location will be available and displayed on a common notice board that all employees have access to. Additionally, a copy of each master roster will be kept on file at the Resource Centre.

The Resource Centre will review locally developed master rosters to ensure overall business needs are met and to ensure compliance with the FAID Tolerability Framework and hours of work principles prior to implementation.

Those employees who are substantively deemed an “Authorised Roster Officer” will be trained in the FAID Tolerability Framework system.

#### Changes to existing master rosters

A request to change an existing master roster may be made by an affected employee or the business at any time. Where the employee requests a change, the employee will provide a copy of the proposed master roster to the business and the business will give genuine consideration to the request. If the proposed master roster does not meet the business requirements or comply with the FAID Tolerability Framework, the business will advise the employee with such reasons.

Where the business proposes a change to an existing master roster (either at the request of employees or at its own initiative), the business will comply with clause 18 of the Agreement.

#### Posting of rosters

Where reasonably practical, the posted roster will be disseminated and displayed by **1400 hours on Thursday of each week for the following fortnight** as specified in clause 71.7 of the Agreement.

#### Centralised rostering

The business intends to transition to a centralised rostering model whereby all posted rosters will be developed by the Resource Centre. When GSM Groups transition to this model, any operational changes to the posted roster may only be made by an “Authorised Roster Officer”.

The following method shall be used by the Resource Centre for developing and finalising the fortnightly posted roster:

- The “Authorised Roster Officer” will compile the roster impacts and send to the Resource Centre;
- The draft roster will be developed by the Resource Centre;
- The “Authorised Roster Officer” will provide feedback and changes to the draft roster back to the Resource Centre;
- The draft roster will be reviewed by the Resource Centre and will be provided to the



“Authorised Roster Officer” with sufficient time for the posted roster to be disseminated and displayed.

#### 84.2 Shift changes

### **Mutual exchange of shifts**

All employees may submit a mutual exchange of shifts if both employees are working at the same home station and employed in a similar station classification under the Agreement and the following conditions are met:

- Both employees are rostered to work on the posted roster for that period and neither party has planned leave;
- The request must be submitted to the “Authorised Roster Officer” as early as reasonably practicable;
- The request must comply with the FAID Tolerability Framework and the Guide to Good Roster Practice Guidelines; and
- Both employees have submitted and correctly completed the appropriate forms.

All requests for mutual exchange of shifts will be considered and may only be approved by the “Authorised Roster Officer”. The business will not unreasonably refuse to agree to a request for mutual exchange of shifts.

In the event a mutual exchange of shifts is approved and one employee is subsequently unable to work the Sunday overtime shift, the process outlined in the rostered Sunday overtime shifts section will apply.

### **Mutual exchange of links**

All employees may submit a mutual exchange of links if both employees are working at the same home station, are employed in a similar station classification under the Agreement and the following conditions are met:

- Both employees are rostered to work on the posted roster for that period and neither party has planned leave;
- The request is submitted to the “Authorised Roster Officer” as early as reasonably practicable;
- The request complies with the FAID Tolerability Framework and the Good Roster Practice Guidelines; and
- Both employees have submitted and correctly completed the appropriate forms.

The mutual exchange will remain valid whilst both employees agree and will remain in place for the requested period. Long term mutual exchanges greater than six months will be reviewed by the business at intervals of three months.

The business will review any mutual exchange arrangement, should one of the employees involved in such arrangement take any type of leave.

### **Alteration to shifts at short notice**

Any alteration to shifts at short notice will comply with the conditions specified in clause 64 of the Agreement. The Resource Centre or relevant GSM location will manage and coordinate all shift alterations or staff deployments for their respective group.

Any unscheduled variation from the normal operating hours of the station must be;

- reported immediately to the "Authorised Roster Officer"; and
- recorded in the altered hour's spreadsheet which is collated and maintained by Operational Services.

### **Rostered Sunday overtime shifts**

Where an employee's link has a rostered Sunday overtime shift and the employee takes leave during the link, the employee is eligible to work the Sunday overtime shift if they have worked three (3) or more rostered ordinary time shifts of the link. If the employee works less than three (3) rostered ordinary time shifts of the link, the employee who is rostered to cover the employees approved leave will be given first preference to work the Sunday overtime shift.

### **Approving overtime**

Where overtime is to be offered and worked, approval must be obtained from the Leader (Group Station Master or Resource Team Leader).

### **Reporting of unplanned absences**

When an employee is going to be absent from the workplace for their rostered shift, the employee must directly advise the "Authorised Roster Officer" by telephone, before or as soon as reasonably practicable after their start time so that alternative arrangements can be made to cover the business needs of the shift. Wherever possible, the employee will advise the expected duration of the absence and will provide advance notice.

When an employee is going to be absent from the workplace for their rostered shift, and the unplanned absence is outside of the normal operating hours, the employee must advise the

Group Station Master or Resource Centre Manager of the absence by telephone in accordance with the process outlined above. The Group Station Master or Resource Centre Manager will then inform the "Authorised Roster Officer" of the employee's absence at the commencement of the location's operating hours.

If the Group Station Master or Resource Centre Manager is unavailable, then the employee must advise the relevant Customer Service Manager or Manager Station Customer Service Delivery of the absence by telephone.

### 84.3 Roster Allocations

#### **Process for pre-approved leave including higher grade**

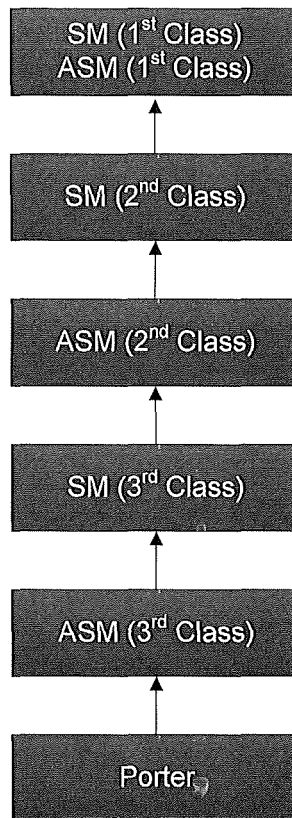
Notwithstanding the provisions of the Agreement and MD-13-486 Performance and Development Procedure, the following process will be applied as a guide by the "Authorised Roster Officer" when developing posted rosters to back-fill employees on pre-approved leave unless otherwise determined by the business.

This process is intended to provide all employees (excluding casuals) an opportunity to work higher grade in a fair and equitable manner. The process requires the higher grade opportunity (and any consequential opportunity) to be offered to employees at the classification immediately below until all back-fill requirements are covered (noting that any requirement to back fill at all will be made by the business).

In accordance with clause 75.11 of the Agreement, employees rostered to cover pre-approved leave will be rostered to cover such absences in their first GSM Group. Where no pre-approved coverage is required in the first GSM Group, these employees may start and finish at a station to cover pre-approved leave in their nominated second GSM Group.

The "Authorised Roster Officer" will assess all higher grade opportunities in accordance with the competency matrix created and maintained for the GSM Group to ensure the employee selected to work higher grade is competent, capable and willing. A copy of the competency matrix will be held at the Resource Centre and GSM location.

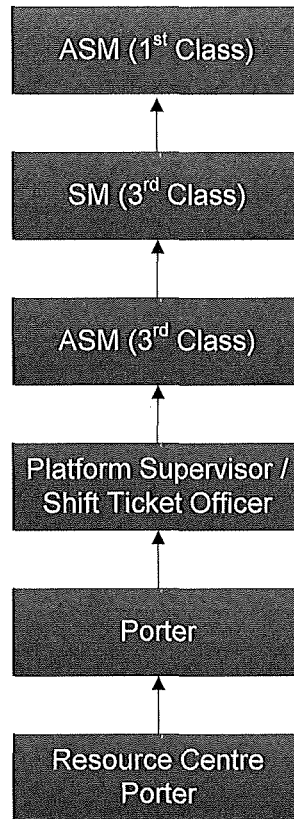
Pre-approved leave process (All GSM Groups excluding CBD)



Position to be covered	Position to be offered
ASM 1 <sup>st</sup> Class / SM 1 <sup>st</sup> Class	SM 2 <sup>nd</sup> Class
SM 2 <sup>nd</sup> Class	ASM 2 <sup>nd</sup> Class
ASM 2 <sup>nd</sup> Class	SM 3 <sup>rd</sup> Class
SM 3 <sup>rd</sup> Class	ASM 3 <sup>rd</sup> Class
ASM 3 <sup>rd</sup> Class	Porter

Pre-approved leave process (CBD Groups only)

Roma Street, Central & Fortitude Valley



Position to be covered	Position to be offered
ASM 1 <sup>st</sup> Class	SM 3 <sup>rd</sup> Class
SM 3 <sup>rd</sup> Class	ASM 3 <sup>rd</sup> Class
ASM 3 <sup>rd</sup> Class	Platform Supervisor / Shift Ticket Officer
Platform Supervisor / Shift Ticket Officer	Porter
Porter	Resource Centre Porter

## Process for unplanned absences including higher grade

Due to the nature of the operations, there will be situations where there will be unplanned absences or unplanned shifts which need to be covered.

Notwithstanding the provisions of the Agreement, the following process will be applied as a guide when there are unplanned absences or unplanned shifts which need to be covered unless otherwise determined by the business:

- The “Authorised Roster Officer” will review the business needs of the location to confirm whether an employee is required to cover the unplanned absence / shift;
- If an employee is required, the “Authorised Roster Officer” will arrange to cover the unplanned absence / shift with an employee of the same classification;
- Where the “Authorised Roster Officer” is unable to cover the unplanned absence / shift within the first GSM Group, the shift will be offered in accordance with clauses 75.9 and 75.10 of the Agreement;
- If, following the above steps, the unplanned absence / shift is still unable to be covered, the “Authorised Roster Officer” may offer employees of any classification higher grade in accordance with 75.5 to 75.7 of the Agreement;
- Where the “Authorised Roster Officer” is unable to cover the unplanned absence / shift, the “Authorised Roster Officer” will assess whether an employee from the Resource Centre is to be requested or whether overtime is to be offered.
- 

Any employee who is rostered to cover an unplanned absence / shift is expected to take on the responsibilities outlined in the position description of the role they are covering.

In accordance with clause 76.5 of the Agreement, once an employee obtains the Business Level One Qualification (Accounting), the employee will be expected to use these qualifications as required to work higher grade.

### 84.4 Planned Leave

Planned leave committees are to be established in each GSM Group and Resource Centre.

Planned leave committees are to be comprised of two elected people and one management nominated representative. If the committee cannot be filled through an election process, suitable persons will be nominated by the relevant Customer Service Manager or Resource Centre Manager.

If a position becomes vacant within the life of the election period a new person will be elected within one month of the next leave period. Applications will not need to be called if there were unsuccessful applicants for the previous election process.

**Election Process** – Each leave committee will be elected for a total of four leave periods. Nominations are to be called every two (2) years and will be called from each GSM Group and Resource Centre during the first week in July.

Each leave committee is responsible for assessing and endorsing applications for:

- planned annual leave; and
- long service leave where the leave period is five (5) weeks or less.

Once endorsed by the leave committee, applications for planned annual leave or long service leave must be approved by the Group Station Master or Resource Team Leader.

For long service leave applications which are greater than five (5) weeks, the employee must submit their application to the Group Station Master or Resource Team Leader for assessment and endorsement. Once endorsed, the application will be submitted to the Customer Service Manager or Resource Centre Manager for approval.

## **Calling and approving planned leave**

The following clause applies to all applications for planned leave (including long service leave where the leave period is greater than five (5) weeks).

Applications for planned leave for the period 1<sup>st</sup> September to 28<sup>th</sup> February (inclusive) will be called for on the first Monday in February of each year. Once approved, all successful applicants will be notified by the first week in March of each year. (If an employee has extenuating circumstances that they would like to be considered as part of the process, the employee must include details of these circumstances in writing with the original application.)

Applications for planned leave for the period 1<sup>st</sup> March to 31<sup>st</sup> August (inclusive) will be called for on the first Monday in September of each year. Once approved, all successful applicants will be notified by the first week in October of each year (If an employee has extenuating circumstances that they would like to be considered as part of the process, the employee must include details of these circumstances in writing with the original application.)

Where employees are on temporary transfers, applications for planned leave during the temporary transfer period may only be assessed and endorsed by the leave committee of the GSM Group the employee is temporarily transferred to. Any application outside of the temporary transfer period must be submitted to the GSM Group or Resource Centre leave committee where the employee will return to at the end of the temporary transfer period.

The leave committee will not consider applications for planned leave which extend beyond the leave period being called.

No planned leave will be approved during the Exhibition period (two weeks) except in extenuating circumstances. Any such applications must be submitted in writing to the Group Station Master or Resource Team Leader for endorsement. Once endorsed, the leave application will be forwarded to the Customer Service Manager or Resource Centre Manager for recommendation and then forwarded to the Manager Station Operations or Manager Station Customer Service Delivery for approval.

Any concerns with the approval of all planned leave should be escalated to the Group Station Master in the first instance.

### **Planned leave outside the calling period**

Notwithstanding the process above, employees may submit an application for planned leave outside the calling period. Any such applications will be considered and may be approved by the Group Station Master or Resource Team Leader if there is a leave period / link available.

### **Factors to consider when assessing applications for planned leave**

When assessing planned leave applications, the leave committee will consider the following factors (in no particular order) as well as any other factors:

- The amount of leave links available;
- School holiday periods (including equitable allocation of such periods);
- Prior approved planned leave;
- Employees with excess annual leave;
- An employee's individual circumstances (as supported by documentation); and
- Any adverse impacts on the business.

### **Direction to take annual leave**

Where an employee has more than two years accrual of annual leave, the employee may be directed to take annual leave in accordance with clause 38.5 of the Agreement.

### **Utilising planned leave links**

Employees rostered to cover planned leave will be rostered to cover such absences within the first GSM Group or Resource Centre. Where no planned leave coverage is required in the first GSM Group or Resource Centre, the employees may be used to cover unfilled shifts in accordance with clause 75 of the Agreement.

Where an employee is permanently transferred to a new location prior to taking their planned leave, and the planned leave was approved by their previous GSM Group or Resource



Centre, the leave period will be covered by the GSM Group or Resource Centre where the original planned leave application was approved.

### **Resumption of duty from planned leave**

Where an employee is resuming work following planned leave, the employee is responsible for contacting the "Authorised Roster Officer" to notify that they will be resuming work and to confirm their next rostered shift.

## 85. Document history

### Document Information

Current Version	3.0
First Released	01 May 2012
Last Updated	13 February 2018
Review Frequency	Annually
Review Before	13 February 2019
Document Authoriser	Chief Executive Officer (CEO)
Functional Owner	Executive General Manager Citytrain (EGM CT)
Document Owner / Approver	Manager Stations Operations
Content Developer*	Manager Operational Services
Audience	Stations Operations employees

\*Contact for further information

### Document Amendment History

Version	Date	Section(s) Amended	Summary of Amendment
3.1	01/06/2018	Whole document	Amendments to Sections 2.2, 2.3, 4
3.0	13/02/2018	Whole document	Revised to align with the Queensland Rail Station Operations Enterprise Agreement 2016
		2.3	Pre-approved leave process (All GSM Groups excluding CBD) and Pre-approved leave process (CBD Groups only) Roma Street, Central & Fortitude Valley process workflow added.
		4	Added Terms and definitions
2.6	13/12/2017	Whole document	Revised with non-material changes.
2.5	25/09/2017	3	Updated document owner title
		Whole document	Revised with non-material changes
2.4	27/04/2017	Whole document	Revised with non-material changes

## 86. Terms and definitions

The following key terms and definitions are unique to this Instruction. Please refer to the [Business Glossary](#) for other terms not included in this section.

Term	Definition	Source <sup>1</sup>
EA	Queensland Rail Station Operations Enterprise Agreement 2016	
LCC	Local Consultative Committee (CSM)	
NCC	Network Consultative Committee (MSO)	
GSM	Group Station Master	
CSM	Customer Service Manager	
MSO	Manager Station Operations	
FAID	Fatigue Audit InterDyne	
<b>Master roster</b>	the agreed roster between the Leadership Team and Rail Unions	
<b>Draft roster</b>	a draft version of the intended weekly roster	
<b>Posted roster</b>	the final version of the draft roster	
<b>Planned Leave</b>	all pre-approved annual leave and long service leave	
<b>“Authorised Roster Officer”</b>	Employees who are nominated and approved by the business at GSM locations and Resource Centre to develop, review and maintain rosters	
<b>Link</b>	shifts rostered to be worked from Monday to Sunday	
<b>Competency Matrix</b>	a document compiled to capture the competency details of employees within a GSM Group	
<b>Similar Station Classification</b>	Station Master and Assistant Station Master working at the same home station (e.g. SM 2nd Class and ASM 2nd Class)	

<sup>1</sup> Where left blank, Source is not applicable.

### SCHEDULE 3 – Group Station Master (GSM) Groups

CSM North				
Sandgate	Northgate	Petrie	Caboolture	Nambour
Bindha	Northgate	Bray Park	Dakabin	Elimbah
Banyo	Virgina	Lawnton	Narangba	Beerburum
Nudgee	Sunshine	Petrie	Burpengary	Glass House Mtns
Boondall	Geebung	Kallangur	Morayfield	Beerwah
North Boondall	Zillmere	Murrumba Downs	Caboolture	Landsborough
Deagon	Carseldine	Mango Hill		Mooloolah
Sandgate	Bald Hills	Mango Hill East		Eudlo
Shorncliffe	Strathpine	Rothwell		Palmwoods
		Kippa-Ring		Woombye
				Nambour
				Yandina
				Eumundi
				Cooroy
				Pomona
				Cooran
				Traveston
				Gympie North

CSM South			
Robina	Beenleigh	Altandi	Manly
Ormeau	Trinder Park	Yeerongpilly	Murrarie
Coomera	Woodridge	Moorooka	Hemmant
Helensvale	Kingston	Rocklea	Lindum

Nerang	Loganlea	Salisbury	Wynnum North
<b>Robina</b>	Bethania	Coopers Plains	Wynnum
Varsity Lakes	Edens Landing	Banoon	Wynnum Central
	Holmview	Sunnybank	<b>Manly</b>
	<b>Beenleigh</b>	<b>Altandi</b>	Lota
		Runcorn	Thorneside
		Fruitgrove	Birkdale
		Kuraby	Wellington Point
			Ormiston
			Cleveland

<b>CSM West</b>				
<b>Ferny Grove</b>	<b>Indooroopilly</b>	<b>Springfield Central</b>	<b>Redbank</b>	<b>Ipswich</b>
Windsor	Auchenflower	Corinda	Wacol	Bundamba
Wilston	Toowong	Oxley	Gailes	Booval
Newmarket	Taringa	Darra	Goodna	East Ipswich
Alderley	<b>Indooroopilly</b>	Richlands	<b>Redbank</b>	<b>Ipswich</b>
Enoggera	Chelmer	Springfield	Riverview	Thomas Street
Gaythorne	Graceville	<b>Springfield Central</b>	Dinmore	Wulkuraka
Mitchelton	Sherwood		Ebbw Vale	Walloon
Oxford Park				Thagoona
Grovely				Rosewood
Keperra				
Ferny Grove				

<b>CSM City</b>				
<b>Roma Street</b>	<b>Central</b>	<b>Fortitude Valley</b>	<b>Bowen Hills</b>	<b>South Brisbane</b>

Roma Street	Central	Fortitude Valley	Bowen Hills	South Brisbane
Milton		Exhibition	Albion	South Bank
			Wooloowin	Park Road
			Eagle Junction	Buranda
			Toombul	Coorparoo
			Nundah	Norman Park
			Clayfield	Morningside
			Hendra	Cannon Hill
			Ascot	Dutton Park
			Doomben	Fairfield
				Yeronga

## SCHEDULE 4 – Classification stream wage rates (To Be Updated)

Classification Stream	Pay rates per fortnight effective 1 March 2018	Pay rates per fortnight from 1 March 2019	Pay rates per fortnight from 1 March 2020	Pay rates per fortnight from 1 March 2022
<b>Porter Level 1</b> (Formally CSAT.1)	2238.98	2306.15	2375.33	2446.59
<b>Porter Level 2 (Formally CSAT.2)</b>	2271.95	2340.11	2410.31	2482.62
<b>Communications Room Officer / Platform Supervisor</b> Formally Senior Customer Service Attendant (Formally CSAS.1)	2432.24	2505.21	2580.36	2657.77
<b>Assistant Station Master (3rd Class)</b> (Formally CSAS.2)	2475.02	2549.27	2625.75	2704.52
<b>Station Master (3rd Class)</b> Formally Senior Customer Service Assistant	2604.11	2682.23	2762.70	2845.58
<b>Assistant Station Master (2nd Class)</b> Formally Customer Service Supervisor	2885.43	2971.99	3061.15	3152.99
<b>Station Master (2nd Class)</b> Formally Senior Customer Service Supervisor Lvl 1	3014.22	3104.65	3197.79	3293.72
<b>Station Master (1st Class)</b> Formally Senior Customer Service Supervisor Lvl 2	3185.35	3280.91	3379.34	3480.72
<b>Assistant Station Master (1st Class)</b> Formally Customer Service Leader	3185.35	3280.91	3379.34	3480.72
<b>Group Station Master</b> Formally Customer Service Coordinator	3665.35	3775.31	3888.57	4005.23

## SCHEDULE 5 – Stations Reclassifications

Station	Current Classification	Potential Changes	Comments	Up/Down	GSM Contact	CSM Contact	Queensland Rail Category
Bethania	2 Class	3 Class		Down	Beenleigh 0448755058	South 0410430239	Local Station
Bundamba	2 Class	3 Class		Down	Ipswich 0414601231	West 0410430253	Local Station
Coorparoo	2 Class	3 Class		Down	South Brisbane 0414652303	City 0410430236	Commuter Station
Goodna	2 Class	3 Class		Down	Corinda 0414601238	West 0410430253	Commuter Station
Kingston	2 Class	3 Class		Down	Beenleigh 0448755058	South 0410430239	Commuter Station
Kuraby	2 Class	3 Class		Down	Yeerongpilly 0414601236	South 0410430239	Commuter Station
Rosewood	2 Class	3 Class		Down	Ipswich 0414601231	West 0410430253	Local Station
Shorncliffe	2 Class	3 Class		Down	Northgate 0414601237	North 0409494741	Commuter Station
Strathpine	2 Class	3 Class		Down	Petrie 0416153679	North 0409494741	Commuter Station
Sunnybank	2 Class	3 Class		Down	Yeerongpilly 0414601236	South 0410430239	Commuter Station
Wacol	2 Class	3 Class		Down	Corinda 0414601238	West 0410430253	Commuter Station
Zillmere	2 Class	3 Class		Down	Petrie 0416153679	North 0409494741	Commuter Station
Auchenflower	3 Class	2 Class		Up	Indooroopilly 0414601252	West 0410430253	Commuter Station
Coomera	3 Class	2 Class		Up	Robina 0416153659	South 0410430239	Commuter Station
Loganlea	3 Class	2 Class		Up	Beenleigh 0448755058	South 0410430239	Commuter Station
Milton	3 Class	2 Class		Up	Roma St 0417640248	City 0410430236	Commuter Station
Redbank	2 Class	1 Class	Proposed GSM location	Up	Ipswich 0414601231	West 0410430253	Commuter Station
Sandgate	2 Class	1 Class	Proposed GSM location	up	Northgate 0414601237	North 0409494741	Interchange Station
South Bank	3 Class	2 Class		Up	South Brisbane 0414652303	City 0410430236	Premium Station



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

*Nicky*

Representative Signature

NICK EASY

CEO

Name, Title of Representative (print)

305 Edward Street

Brisbane, QLD 4000

Address

*[Signature]*

Witness Signature

Rebecca Munn

GE P&C

Name, Title of Witness (print)

26.8.2020

Date

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

*[Signature]*

Representative Signature

OWEN DOUGAN

BRANCH SECRETARY

Name, Title of Representative (print)

Floor 1, 457 Upper Edward Street

Brisbane, QLD 4000

Address

*[Signature]*

Witness Signature

Sebastian Herri

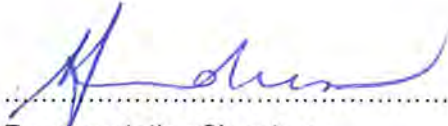
Senior Employee Relations Advisor

Name, Title of Witness (print)

26/8/20

Date

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



Representative Signature

NEIL HENDERSON


SECRETARY

Name, Title of Representative (print)

Ground Floor, 32 Peel Street

South Brisbane, QLD 4101

Address



Witness Signature

DANIEL REEVES HEAD ORGANISER

Name, Title of Witness (print)

27/8/2020

Date

**Annexure A.**

Fair Work Commission

Queensland Rail

And

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

And

The Australian Municipal, Administrative, Clerical and Services Union

**AG2020/2560 APPLICATION FOR THE APPROVAL OF THE  
QUEENSLAND RAIL STATION OPERATIONS ENTERPRISE AGREEMENT 2020**

**UNDERTAKINGS – Section 190**

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

**NATIONAL EMPLOYMENT STANDARDS**

**Annual Leave**

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

**Personal Leave**

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

**Household Member**

6. The Applicant recognises the Agreement restricts the definition of "Household Member" in the Glossary when compared with the National Employment Standards.

7. Pursuant to clause 8 of the Agreement, the following definition of "Household Member" is to be applied in lieu of the existing definition, for the purposes of the Agreement:

*"Any household member that lives with the employee".*

#### **Family and Domestic Violence**

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

#### **Public Holidays**

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

#### **Shiftworkers**

13. The Applicant recognises that certain employees engaged under this Agreement may not be classed as "shiftworkers" for the purpose of receiving an additional one week of annual leave, whereas they would be classed as "shiftworkers" under the Rail Industry Award 2020 [MA000015].
14. Pursuant to clause 8 of the Agreement, for the purpose of the additional one week of annual leave provided for in the National Employment Standards at clause 87 of the *Fair Work Act 2009* (Cth), a shiftworker employed under the Agreement is defined as follows:

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

*"permanent night shiftworker means an employee who regularly performs permanent night shift work."*
15. The Applicant considers the above undertaking to sufficiently address concerns raised by the Fair Work Commission in considering AG2020/2549 Application for the approval of the Queensland Rail Train Control Enterprise Agreement 2020.

16. Finally, Fair Work Commission's acceptance of this undertaking under section 190 of the Act will not cause financial detriment to any employee covered by the agreement or result in substantial changes to the agreement.

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



Representative Signature

MICHAEL GERARD HAWKINS  
SENIOR MANAGER, EMPLOYEE RELATIONS

Full Name, Title of Representative (print)

305 Edward Street

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Address



Witness Signature

Sebastian Harris  
Senior Employee Relations Advisor

Full Name, Title of Witness (print)

10/09/20

Date