



# DECISION

*Fair Work Act 2009*

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

## **Queensland Rail Transit Authority T/A Queensland Rail (AG2020/2559)**

### **QUEENSLAND RAIL ADMINISTRATIVE, PROFESSIONAL AND TECHNICAL ENTERPRISE AGREEMENT 2020**

Rail industry

COMMISSIONER SPENCER

BRISBANE, 14 SEPTEMBER 2020

*Application for approval of the Queensland Rail Administrative, Professional and Technical Enterprise Agreement 2020.*

[1] An application has been made for approval of an enterprise agreement known as the *Queensland Rail Administrative, Professional and Technical 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), the Australian Municipal, Administrative, Clerical and Services Union (the ASU), and the Association of Professional Engineers, Scientists and Managers, Australia (APESMA) (being bargaining representatives for the Agreement) were sought regarding the undertakings. The RTBU, ASU, APESMA, and the employee bargaining representatives did not object to the undertakings.

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

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

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

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



COMMISSIONER

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**Annexure A.**

**Fair Work Commission**

**Queensland Rail**

**And**

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

**And**

**The Australian Municipal, Administrative, Clerical and Services Union**

**And**

**Association of Professional Engineers, Scientists and Managers Australia, Queensland Branch**

**AG2020/2559 APPLICATION FOR THE APPROVAL OF THE  
QUEENSLAND RAIL ADMINISTRATIVE, PROFESSIONAL AND TECHNICAL ENTERPRISE AGREEMENT  
2020**

**UNDERTAKINGS – Section 190**

1. I, Michael Gerard Hawkins, Senior Manager Employee Relations have the authority given to me by Queensland Rail Transit Authority (“the Applicant”) to give the following undertakings with respect to the Queensland Rail Administrative, Professional and Technical Enterprise Agreement 2020 (“the Agreement”).

**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:

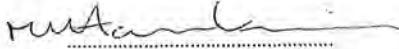
*"shiftworker means an employee who is a 7 day shiftworker who is regularly rostered to work on Sundays and public holidays."*

*"permanent night shiftworker means an employee who regularly performs permanent night shift work."*

**CERTAIN CLASSIFICATIONS PROHIBITED**

15. The Applicant recognises that the remuneration of certain classifications under this Agreement, in conjunction with the application of shift penalties and overtime, may not equate to a better off overall outcome in comparison with the Rail Industry Award 2020 [MA000015].
16. On this basis, no employee is or will be engaged on the following AS1 classifications (AS1.1 and AS1.2) and the following PT1 classifications (PT1.1) for the life of this Agreement.
17. The Applicant considers the above undertaking to sufficiently address concerns raised by the Fair Work Commission in considering AG2020/2559 Application for the approval of the Queensland Rail Administrative, Professional and Technical Enterprise Agreement 2020.
18. 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

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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# Queensland Rail

## Administrative, Professional and Technical Enterprise Agreement 2020

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## Introduction

### 1 Title of this agreement

The title of this Agreement is the Queensland Rail Administrative, Professional and Technical 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 employees working in the Administrative, Professional and Technical Streams in the State of Queensland, for whom a rate of pay and classification exists in this Agreement.
- 4.2 This Agreement covers and applies to each of the following unions provided that in each case the requirements of s53(2)(a) of the *Fair Work Act 2009* (Cth) have been met:
  - 4.2.1 The Australian Rail, Tram and Bus Industry Union, Queensland Branch (RTBU).
  - 4.2.2 The Australian, Municipal, Administrative, Clerical and Services Union (ASU).
  - 4.2.3 Association of Professional Engineers, Scientists and Managers Australia, Queensland Branch (Professionals).

## 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**

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

## **Health and Safety**

### **12 Occupational health and safety**

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 recurrence.
- 13.6 The Business's employees will be required to abide by reasonable drug and alcohol testing policies of companies who have contracts with the Business, and who routinely require such testing of other contractors and internal employees.
- 13.7 A positive test at a customer's site may require the removal of the Business's employee from that customer's site. Each incident will be assessed on its merits using the Business's People Performance Framework, a typical approach would be:
  - 13.7.1 If an employee tests positive under an external Business's testing policy, the employee may be removed from the site and may be taken home or to the quarters/motel if residing away from home. The employee's supervisor will schedule an interview to discuss the incident during the next rostered shift, with a view to offering counselling and medical assistance to help address any problem that might exist. A plan to ensure future tests do not produce a positive result will be jointly developed. A sensitive and caring approach will be taken by both the supervisor and the employee. This is not a disciplinary process and the employee will be paid as per the normal shift for all purposes of this clause.
  - 13.7.2 If the employee tests positive a second time under an external Business's testing methodology within 6 months, an interview will be held. The employee may be required to produce a clear test before being rostered

for work at any external premises that requires fitness for duty testing. A further action plan will be developed to ensure future tests do not produce a positive result. An employee may be directed to participate in counselling and/or obtain other medical assistance to address the apparent problem. Such participation is not a disciplinary process and the employee will be paid as per the normal shift for all purposes of this clause.

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

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

## **14 Fitness for work – Fatigue management**

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

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

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

## **15 Mental Health**

15.1 The Business is committed to providing and maintaining a working environment for employees that is safe and without risks to health, including psychological health.

15.2 The Business commits to the development of a comprehensive Mental Health policy with union consultation. The Business commits to adopting any Government Policy issued during the life of the Agreement that is more beneficial.

## 16 Psychometric Testing Review

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

## 17 Incapacitated employees

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

## 18 Medical standards and health management

- 18.1 Where an employee is required to undertake an initial mandatory health assessment at the direction of the employer, or in accordance with the National Standard, it must be in work time (paid at the rate applicable to the day).
- 18.2 Where an employee is required to fast as part of the initial medical assessment, the employee will be booked off duty for the 10 hours immediately prior to the assessment,
- 18.3 The Business will pay for all Health Assessments of (Rail Safety Worker) 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 Standards (NHS) medical.

## 20 Make up pay on day of injury

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

## Communication and consultation

### 21 Consultation

#### Business to Notify

21.1 Where the Business has either:

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

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

#### Consultation Process

21.2 The Business must hold discussions with the employees affected and the relevant union/s (or other employee nominated representatives, if any). These discussions must involve or include:

- 21.2.1 The timely provision in writing of all relevant information about the change including the nature of the change proposed, the effect the changes is likely to have on employees, the reasons for the proposed change; measures the employer is taking to avert or mitigate the adverse effect of

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

### **Representation**

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

- 21.11.2 The employee or employees advise the employer of the identity of the representative;
- 21.11.3 the employer must recognise the representative.

**Definition of “proposal”**

- 21.12 For the purposes of the Communication and 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 Communication and 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:
- a) The need to retrain employees; or
  - b) The need to relocate employees to another workplace; or
  - c) The restructuring of jobs.
- 21.14 Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

**Definition of “Relevant Employees”**

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

## **22 Quarterly business consultative forum**

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

- 22.2 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.

### **Engineering Workforce Organisation Committee**

- 22.3 The Business is committed to focusing on its Engineering workforce to support the business's desire to be a world-class railway. The Business, its employee and relevant unions to this agreement have a common interest in having an Engineering workforce who are engaged, supported and nourished. This will ensure our Engineers are able to be the best they can be.
- 22.4 To this end it is agreed that a formal consultative process will be established between the Business and the relevant unions.

### **Consultative Process**

- 22.5 The forum will be known as the Engineering Workforce Organisation Committee (EWOC).
- 22.6 Meetings of the EWOC will be held on a quarterly basis, or as often as needed.
- 22.7 The Business will provide a co-ordinator for the forum.
- 22.8 The forum will comprise two management and at least one employee representative from each union (up to four employees in total).
- 22.9 The Business's representatives will include:
- 22.9.1 Senior representative from the relevant Business unit(s);
  - 22.9.2 Senior representative from People and Culture;
  - 22.9.3 Additional representatives as required, depending on the agenda.
- 22.10 The EWOC will be focused on six (6) broad areas, to be listed as standing agenda items:
- 22.10.1 The Business's approach to building technical capacity (including training) within its Engineering workforce;
  - 22.10.2 Issues associated with registration under the *Professional Engineers Act 2002* (the Act);
  - 22.10.3 The balancing of the building of "in-house" capacity and the use of external contractors;
  - 22.10.4 The Business's graduate Engineer program;
  - 22.10.5 The Business's Engineering workforce remuneration framework (including transparent sharing of benchmarking, salary line and ERP data); and



- 22.10.6 Engineering safety, technical, and financial waste concerns.
- 22.11 The intent of the forum is not for raising individual issues, confidential employee information or matters being dealt with under formal processes. Any outcomes from the EWOC which propose change to existing practices will need to be considered by the appropriate decision-making authority.
- 22.12 To facilitate these discussions, one week prior to the meeting of the EWOC, the following information will be distributed:
- 22.12.1 High level data on the Business's Graduate Engineer Program, including placement within the Business;
  - 22.12.2 A Workforce Plan of known upcoming vacant Engineering roles and graduate placements;
  - 22.12.3 A forecast of Engineering work requirements;
  - 22.12.4 Issues relevant to the attraction, development and retention of Engineering professionals at the time of the meeting; and
  - 22.12.5 Information relevant to registration under the Act – e.g. number of position descriptions with mandatory registration.

## **23 Disputes procedure**

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

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

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

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

The written notice of dispute must contain these details:

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

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

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

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

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

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

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

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

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

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

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

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

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

## Employment relationship

### 24 Contract of employment

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

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

### **Work flexibility**

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

## **25 Full-time employment**

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

## **26 Part-time employment**

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

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

## **27 Fixed-term employment**

- 27.1 Fixed-term employees are those who are engaged for a specific purpose. This will be in relation to a specific task or a specific time period such as:
- 27.1.1 Parental leave coverage;
  - 27.1.2 Non-core work;
  - 27.1.3 One off builds/ projects; or
  - 27.1.4 Periods of approved leave.
- 27.2 The Business will only employ people in a fixed term capacity where there is a genuine need to do so.
- 27.3 Where a fixed term engagement extends for more than 2 years or involves more than 5 consecutive fixed term engagements at the same location, the employee is to be engaged / converted to permanent employment with the condition that the employee will be subject to involuntary redundancy and termination payments as provided in the relevant Business policies as amended from time to time.
- 27.4 Where an employee's employment status is converted as outlined above 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 Those clauses under "Introduction";
  - 30.3.3 Those clauses under "Health and Safety";
  - 30.3.4 Those clauses 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 Business 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 Business 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 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.

## **Leave and public holidays**

### **42 Annual leave**

#### **Entitlement to annual leave**

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

#### **Taking annual leave**

- 42.4 Employees must obtain approval from the delegated manager before taking annual leave. Approval will be subject to the business and operational needs of the Business, however, approval will not be unreasonably withheld.

- 42.5 Where an employee has more than two years accrual of annual leave and agreement cannot be reached through discussions with the employee the Business may direct the employee to take up to 25% of their accrued annual leave. Where such a direction is made the employee will be given at least 14 day's notice of the commencement of the annual leave.
- 42.6 Annual leave taken, cashed out or donated will be deducted from an employee's accrual.

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

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

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

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

#### **Donating annual leave**

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

- 42.17 In such situations a full-time employee can voluntarily elect to donate up to one week of accrued annual leave (and leave loading) to the specific employee or their family. Part-time employees can donate annual leave on a pro-rata basis.
- 42.18 The cash value of the donated leave (and loading if applicable) forms part of the employee's taxable income for the year, therefore, the Business will deduct the relevant amount for taxation purposes.

### **Cashing out annual leave**

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

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

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

## 43 Long service leave

### Entitlement to long service leave

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

### Payment of long service leave

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

### Cashing out long service leave

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

- 43.10 The cashed out long service leave forms part of the employee's taxable income for the year, therefore, the Business will deduct the relevant amount for taxation purposes.
- 43.11 Employees who cash out long service leave will have that amount of leave deducted from their balance.

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

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

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

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

## 44 Personal / carer's leave

### Entitlement

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

### Taking paid personal/carer's leave

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

### Notice of absence

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



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

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

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

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

### **Evidence requirements**

- 44.11 An employee must provide evidence for absences due to personal/carers leave which exceed 2 working days
- 44.12 An exception will apply when:
- 44.12.1 A review of the employee's personal (sick and carer's) leave records has revealed that the employee's record of attendance gives cause for reasonable concern. In that instance, the employee will subsequently be interviewed, and if they cannot provide satisfactory reason for the absences, they can be directed (for a maximum period of six months) to provide evidence for all absences; or
  - 44.12.2 The Business has waived the requirement to provide evidence in areas where access to medical practitioners is restricted or difficult.
- 44.13 Employees will provide evidence for planned medical appointments before the appointment if required by the supervisor.
- 44.13.1 Acceptable forms of evidence:
    - Of the employee's personal illness/injury will be a medical certificate from a relevant registered health practitioner;

- 44.13.2 Of an immediate family/household member's illness/injury will include a medical certificate (relating to the immediate family/household member's illness/injury) from a relevant registered health practitioner;
- 44.13.3 Of the employee's responsibility for an immediate family/household member may include a birth certificate, school notification or letter from a dependent family member's registered health practitioner.
- 44.14 If it is not reasonably practicable for the employee to provide a medical certificate for their own, or an immediate family/household member's, illness/injury when required to do so, the employee must provide alternative and appropriate proof.
- 44.15 If a medical certificate or alternative and appropriate proof (e.g. statutory declaration) is not provided when required, payment will not be made for the absence.
- 44.16 Where an employee is deemed unfit for rail safety work following a 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**

- 44.17 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.
- 44.18 Employees will be paid for personal/carers leave at the base rate of pay (or other agreed rate as specified elsewhere in this Agreement) received by the employee immediately before taking such leave.
- 44.19 Employee taken not to be on paid personal/carers leave on Public holidays.
- 44.20 If the period during which an employee takes paid personal/carers 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/carers leave on that public holiday.

#### **When personal/carers leave is exhausted**

- 44.21 Where Business requirements permit, employees with the necessary evidence and advanced notice, where possible, may be allowed access to Annual / Long Service Leave accruals where personal/carers 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 day's paid compassionate leave (on each occasion) to spend time with an immediate family/household member who suffers a personal illness or injury that poses a serious threat to their life.
- 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 Employees who experience a pregnancy-related illness or whose pregnancy ends/terminates other	Unpaid leave (Maximum period cannot extend 52 weeks)

	than by birth of a living child within 28 weeks before the expected date of the birth	
<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).
- 49.5 Nothing in this clause affects an employee's right where it exists to access the federal government paid parental leave scheme.
- 49.6 Paid parental leave, (with the exception of the Government Paid Parental Leave Scheme) will be counted as service for the accrual of all entitlements.

## 50 Aboriginal and Torres Strait Islander cultural leave

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

## 51 Domestic or family violence

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

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

- 51.2 Domestic and family violence is abusive and/or violent behaviour used by one person to control and dominate another person within a domestic relationship and may include physical, sexual, financial, verbal or emotional abuse.
- 51.3 Domestic violence may also include one person in a domestic relationship asking or getting someone else to injure, intimidate, harass or threaten the other person, or damage the other person's property.
- 51.4 A domestic relationship includes an immediate family member, or a person who has been, or is, in a continuing social relationship of a romantic or intimate nature with the victim, or a person who is or has continually or at regular intervals lived in the same household as the victim.

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

- 51.5 An employee who is currently experiencing domestic/family violence is entitled to access special leave with pay in order to attend medical appointments, legal proceedings and other activities related to domestic/family violence.
- 51.6 The amount of paid leave provided is at the discretion of the Group Executive People & Culture and will depend on individual circumstances. To assess a request for special leave with pay from a person who is experiencing domestic/family violence consideration will be made on a case-by-case basis, having regard to:
- 51.6.1 The stated purpose of the leave;
  - 51.6.2 The amount of leave required; and
  - 51.6.3 Whether the purpose and amount of leave is reasonable having regard to the person's personal circumstances.
- 51.7 Qualifying periods will not apply.
- 51.8 Paid leave can be taken as consecutive days, single days or a fraction of a day and can be taken without prior approval; however the employee must notify their supervisor/manager of their absence.
- 51.9 The employee does not have to use other leave entitlements before accessing special leave with pay.
- 51.10 Proof of domestic and/or family violence may be required by the Group Executive People & Culture and can be in the form of an agreed document issued by the Police Service, a court, a doctor, district nurse, maternal and child health care nurse, a Family Violence Support Service, lawyer or statutory declaration.

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

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

## **52 Trauma Leave**

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

## **53 Public holidays**

### **Applicable public holidays**

53.1 The following public holidays will apply:

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

### **Nominating a show holiday**

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

### **Substituting public holidays**

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

### **Payment for public holidays**

- 53.4 A fulltime employee not required to work on a public holiday will be paid for the ordinary hours the employee would have otherwise worked with a minimum payment of 7.60 hours.
- 53.5 Part-time employees when not working on an applicable public holiday will be paid for the hours they would ordinarily work on that day had it not been a public holiday.
- 53.6 Casual employees will only be paid for public holidays on which they work.
- 53.7 When an employee works on a public holiday they will be paid a full days wage at the rate applicable for all ordinary hours worked on such a day plus payment for the time actually worked at 150% of the rate prescribed for such work with a minimum of 4 hours.
- 53.8 For the purpose of clause 53.7 a 'full day's wage' means 7.6 hours for employees rostered to work an average of 38 hours per week. However, where an employee's ordinary hours established under the Hours of Work clause are other than 7.6 hours, those ordinary hours will be used as the minimum payment for the day.
- 53.9 For the purpose of clause 53.7, 'rate applicable for ordinary time worked' includes applicable penalty payments for shift work and weekend work that forms part of the employee's ordinary hours for the week.
- 53.10 Employees who do not ordinarily work Saturdays as part of their ordinary hours will not be entitled to payment for Easter Saturday when not worked.
- 53.11 When a full-time employee's rostered day off falls on a public holiday and cannot be moved to another day, they will be paid their ordinary hours for that day.
- 53.12 Where a public holiday falls on a Saturday or Sunday but is observed on a Monday or Tuesday, employees will be paid for working the Saturday or Sunday at the penalty rates for Saturdays and Sundays. Where employees work on the gazetted



Monday or Tuesday public holiday, the employees will be paid in accordance with this clause.

- 53.13 Where overtime is worked on a public holiday either as a whole additional shift or as additional hours worked on the day above any ordinary hours, payment will be at double the overtime rate that would be applicable if the day was not a public holiday.

## Travelling and living away from home

### 54 Locality allowance

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

### 55 Meal allowance – working away from home depot / station

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

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

- 55.2 Employees who are relieving or temporarily working more than 30 kms from their home station who are not required to stay overnight will be eligible for meal allowances.

- 55.3 Employees relieving or temporarily working at a place from which they can return home for a portion of the time that they are off duty will be paid the rate for each meal time they are away from home.

- 55.4 No allowance will be paid for the first meal which occurs when employees are sent away from their home station or depot to work one shift.

- 55.5 Meal allowance will not be paid if employees:

- Depart from their home depot after 0700;

- Return to their home depot before 0700;
- Depart from their home depot after 1230;
- Return to their home depot before 1330;
- Depart from their home depot after 1800;
- Return to their home depot before 1830.

55.6 If employees leave their home station on one day and return at or after 1330 on the next day, a meal allowance will be paid for the midday meal in addition to any other meal payments which may be due.

## 56 Working away from home

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

The meals and incidental rates will be applied as follows:

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

## 57 Accommodation whilst working away

57.1 Where an employee is required to work away from home overnight or longer, the minimum standard of accommodation should be of a 3 star standard. Where 3 star standard is unavailable at the job location, the nearest standard of accommodation to 3 star shall be provided.

57.2 Accommodation should be in the form of a well-maintained, air-conditioned motel/hotel style room with an ensuite bath and/or shower with toilet facilities. Fridge, radio, television and access to a telephone and data access (e.g. QR intranet, appropriate personal emails), all with functional reception will be provided where possible.

57.3 Accommodation will be one employee per bedroom. Shared arrangements with a maximum of 2 employees to a room will only apply in the event of a natural disaster (e.g. cyclone, flood) or where there is a high occupancy demand (e.g. mining and

construction project towns.) Rostering and room allocation will be planned before commencement of travel where applicable.

## **58 Transfer conditions**

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

## **Union encouragement**

### **59 Union delegates**

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

## **60 Industrial relations education leave**

- 60.1 Industrial relations education leave is paid time off to acquire knowledge and competencies in industrial relations. Such knowledge and competencies are intended to enable union delegates or job representatives to effectively participate in consultative structures, perform a representative role and further the effective operation of the grievance and dispute settlement procedures.
- 60.2 This clause does not apply to probationary employees.
- 60.3 Upon written application, employees who are Union delegates or job representatives may be granted up to 38 ordinary hours paid time off per calendar year. Leave under this clause is not cumulative and each absence must be approved by the Chief Executive (or delegated authority).
- 60.4 Upon written application this leave will be granted, unless it unreasonably impacts upon service delivery, work requirements, or the effectiveness and efficiency of the work unit concerned.
- 60.5 Payment for leave pursuant to this clause shall be at the employee's base rate of pay (or other agreed rate as specified elsewhere in the Agreement).
- 60.6 Where an approved course extends beyond 5 working days, the Chief Executive (or delegated authority) may approve the period of leave for training to be extended to cover 10 working days to cover 2 calendar years.
- 60.7 Upon request and subject to approval by the Chief Executive (or delegated authority), employees may be granted paid time off in special circumstances to attend management committee meetings, Union conferences, and ACTU Congress.

## **Contractor arrangements**

### **61 Contractors**

#### **Secure Jobs Commitment**

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

#### **Scope**

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

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

### **Principles**

- 61.4 The parties acknowledge that the Business is bound by the Use of Contractor principles set out in the Government-Owned Corporations - Wages and Industrial Relations Policy 2015; or any policy that supersedes this policy.
- 61.5 The parties recognise that contractors will continue to be an aspect of the Business's business, however, the parties are committed to minimising the use of contracting-out and/or labour hire utilising a workforce planning process.
- 61.6 Contractors will not be utilised for core, day-to-day activities that are regular, systematic and planned to continue for a 12 month period that can viably be performed in-house.
- 61.7 The parties acknowledge the importance of ensuring that any contractor or labour hire Business engaged must be able to demonstrate compliance with all industrial and workplace health and safety laws, and is sufficiently capitalised to continue compliance throughout the life of the contract.
- 61.8 To the extent permitted by law, in respect of work that is covered by this Agreement, the Business shall ensure that employees of contractors are afforded terms which are no less favourable than the terms which would apply if the work was done by employees of the Business.
- 61.9 Where the use of contractors is the result of an ongoing need for a particular skill/s and the Business's employees could be reasonably expected to acquire and use those skill/s, the Business will provide training to develop a level of in-house capacity.

### **Requirements**

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

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

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

### **Contractors Review Committee Operation**

- 61.15 At the Contractors Review Committee the Business will table the 'Contracting Planning Document' detailing all known works that are proposed to be contracted out over the coming 12 months.
- 61.16 The Contracting Planning Document will detail all relevant information, including:
  - 61.16.1 Why contracting is being considered;
  - 61.16.2 The amount & type of work planned to be contracted;
  - 61.16.3 Which contractors are likely to be capable of undertaking the work;
  - 61.16.4 When the contracting would commence; and,
  - 61.16.5 The duration of the potential contracting.
- 61.17 The Contracting Planning Document will be updated continuously by the Business, providing at least 12 months prior notice of any additional proposals to use contractors/labour hire. The updates to the document will as soon as reasonably practicable be provided to members of the Contractors Review Committee.
- 61.18 Any contracting out proposals provided to the Contractors Review Committee will be addressed in accordance with the following process:
  - 61.18.1 The Business will explain within a committee meeting the basis for considering using contractors in regards to each separate proposal;
  - 61.18.2 Members of the Contractors Review Committee present to the Business any alternative options for the performance of work that is being considered to be contracted out prior to the next meeting;
  - 61.18.3 Alternative options may include, but are not limited to, the use of fixed term contracts or the use of volunteers from the existing workforce.
  - 61.18.4 At the next meeting, discussion will occur concerning any alternative options that have been put forward.

- 61.18.5 Following the meeting, the Business will announce their decision on the proposal, taking into account alternative options, if any, provided by the Contractors Review Committee
- 61.18.6 Where alternative options have not been adopted in full, or in-part, the reasons for not adopting the alternative will be outlined by the Business.
- 61.18.7 Once a definite decision has been made, as per clause 61.18.5 above, the parties have 5 working days to initiate a dispute at step 3 of the dispute settlement procedure. This process will not be used unreasonably.
- 61.19 In the event of an operational emergency, the Business is relieved of its obligation to notify the Contractors Review Committee prior to using contractors, however the Business will provide all relevant information about the incident to the next Contractors Review Committee meeting.
- 61.20
- Contractor Documents and Requirements**
- 61.21 As standard contract provisions, the Business requires all contractors and their employees to comply with:
- 61.21.1 All relevant safety, workers' compensation, superannuation and workplace relations legislation and applicable statutory and/or industrial instrument;
  - 61.21.2 Safe working practices and associated PPE and test equipment equivalent to that used by employees;
  - 61.21.3 Relevant training requirements;
  - 61.21.4 All relevant licensing and registration requirements;
  - 61.21.5 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
  - 61.21.6 All occupational health and safety, workers' compensation and applicable quality assurance standards.
  - 61.21.7 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.
- 61.22 To ensure compliance, the Business will require contractors or labour hire firms to report on the above to Queensland Rail at intervals prescribed in the contract and not less than 3 monthly or as mutually agreed by the Parties.

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

### Alternative Arrangements

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

## Remuneration

### 62 Wage increases

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

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

### Wage Increases Schedule

62.2 Schedule 6 contains rates of pay as adjusted in accordance with the "Wage Increases" clause.

### 63 Superannuation

63.1 The Business will pay:

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

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

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

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

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



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

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

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

## 64 Payment of wages/salary

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

## 65 Time and wages record

- 65.1 The Business will keep a time and wages record on the Business's premises that contains the following particulars for each pay period for each employee:
- 65.1.1 The employee's classification;
  - 65.1.2 The Business's full name and address;
  - 65.1.3 The name of the Agreement under which the employee is employed;
  - 65.1.4 The number of hours worked by the employee during each day and week, the times at which the employee started and stopped work, and details of work breaks including meal breaks;
  - 65.1.5 The wage rate for each week, day, or hour at which the employee is paid;

- 65.1.6 Whether the employee's employment is permanent, fixed-term or casual;
  - 65.1.7 The gross and net wages paid to the employee;
  - 65.1.8 Details of any deductions made from the wages;
  - 65.1.9 Contributions made by the Business to a superannuation fund;
  - 65.1.10 The period to which payment relates;
  - 65.1.11 The employee's date of birth;
  - 65.1.12 Details of accrued sick leave and sick leave payments to the employee;
  - 65.1.13 The date the employee was paid;
  - 65.1.14 The date when the employee commenced employment;
  - 65.1.15 If appropriate, the date when the employee ends employment with the Business;
  - 65.1.16 For casual employees - the total hours, other than overtime, worked by the employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.
- 65.2 The Business will keep the time and wages record for 7 years.
- 65.3 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.

## **Occupation-specific provisions**

### **66 Allowances**

#### **Principles**

- 66.1 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 the Agreement).

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

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

#### **Working in the Rain**

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

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.

### **Working in tunnels**

66.3 Employees working in tunnels between Roma Street and Brunswick Street and in the Victoria Tunnel will be paid a 50% penalty in addition to the rate for the day.

### **First Aid Allowance**

66.4 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. This rate will increase by 3% on 1 March 2019; 1 March 2020 and 1 March 2022. The allowance will not be paid when employees are on leave (or where the employee holds the first aid competency which contributes to a pay point). When such employees are away on leave, substitutes will be appointed to act in their place.

### **Electrical licensing allowance**

66.5 All employees who are required to hold an electrical license for the performance of their work shall be paid a licensing allowance of \$58.84 per fortnight. This rate will increase by 3% on 1 March 2019, 1 March 2020 and 1 March 2022. This allowance shall be payable for all purposes of this Agreement.

### **Wet places**

66.6 Employees working in wet places will be paid 68.79 cents per hour in addition to such employee's ordinary rates. This rate will increase by 3% on 1 March 2019, 1 March 2020 and 1 March 2022.

A place will be deemed to be "wet" when water other than rain is dropping from overhead so that the clothing of the employees so employed there will become saturated with water or where there is water and/or slush underfoot to a depth exceeding 50 mm so that the feet of the employees employed there will become wet. No place will be considered wet where employees are not actually working or where the wetness is caused by a jet or spraying of water.

Refer to schedule 8 for the incremental increase of this allowance over the life of this Agreement.

### **Soiled seat covers**

66.7 An allowance of 34.36 cents per hour will be paid for the following:

Employees at Mayne whose duty is to remove abnormally soiled seat covers from coaches in the Brisbane Suburban passenger service, and those employees who assist them, will be paid this allowance. This rate will increase by 3% on 1 March 2019, 1 March 2020 and 1 March 2022.

### **Sanitary servicing**

66.8 Employees performing sanitary work will be paid \$2.84 per service. Such work will be performed during ordinary working hours. Lids will be provided for sanitary pans. This rate will increase by 3% on 1 March 2019, 1 March 2020 and 1 March 2022.

### **Exceptionally soiled material allowance**

66.9 Porter/Carriage Cleaners and/or Train Presentation Attendants employed in the Electric Train Depot at Mayne whose tasks include the cleaning up and/or removal of exceptionally soiled material will be entitled to an allowance of \$3.21 per shift for each afternoon and night shift whilst so engaged. This rate will increase by 3% on 1 March 2019, 1 March 2020 and 1 March 2022.

## **67 Career paths – Administrative stream (AS)**

### **Stream definition**

67.1 The Administrative Stream includes those positions, the duties of which apply to the functional areas identified in clause 67.2, which are required to possess a range of skills appropriate to the stream.

67.2 Such functional areas include administration, customer service, human resource management, operational support, development and implementation of policy, information and advisory services.

### **Movement between classification levels**

67.3 Movement between classification levels 2 and above will be made by appointment to an advertised vacancy, or as otherwise allowed for in this Agreement.

### **Pay point progression**

67.4 Progression of pay points within classification levels 1, 2 and 3 will be subject to employees meeting agreed personal development objectives and where appropriate performance objectives as set and agreed to in consultation between the manager and employee.

67.5 To progress pay points within classification level 4 and above, employees will have met their development and performance objectives as agreed in consultation between the manager and the employee and have committed to new development

and performance objectives agreed in consultation between the manager and the employee.

- 67.6 A review for the purpose of pay point progression within classification levels must occur no later than 1 year after a previous review or from appointment to a position.
- 67.7 Where an employee has met the requirements set for the pay point progression, the employee will progress by a minimum of 1 pay point within a period of twelve months.

## **68 Career paths – Professional / technical stream (PT)**

### **Stream Definition**

- 68.1 The Professional/Technical Stream includes a number of positions to which are attached a mandatory degree qualification, diploma qualification or agreed equivalent, the Business may recognise duties which reflect:
- A combination of practitioner and/or specialist responsibilities; or
  - An identifiable specialisation/management in a profession.

### **Movement between classification levels**

- 68.2 Movement between classification levels 1 and 2 will be subject to employees meeting required qualifications and/or competencies. Employees will be required to meet agreed personal development objectives and where appropriate performance objectives as set and agreed to in consultation between the manager and employee for movement to occur.
- 68.3 Movement from classification level 2 to classification level 3 will be either by appointment to a vacancy or the employee meeting required qualifications and/or competencies as determined by the Business and meeting agreed personal development and performance objectives as set and agreed to by the manager and the employee.
- 68.4 Movement from classification level 3 and above will be by appointment to an advertised vacancy, or as otherwise allowed for in this Agreement.

### **Pay point progression**

- 68.5 Progression of pay points within classification levels 1 and 2 will be subject to employees meeting required qualifications and/or competencies. Furthermore, employees will be required to meet agreed personal development objectives and where appropriate performance objectives as set and agreed to in consultation between the manager and employee for movement to occur.

- 68.6 Progression of pay points within classification level 3 and above will be subject to employee achieving agreed personal development and performance objectives as set and agreed to by the manager and the employee.
- 68.7 A review for the purpose of pay point progression within classification levels must occur no later than 1 year after a previous review or from appointment to a position.
- 68.8 Where an employee has met the requirement set for pay point progression, the employee will progress by a minimum of 1 pay point within a period of twelve months.

## **69 Junior rates**

The Business has the discretion to appoint employees aged under 21 to an appropriate classification and increment level. At a minimum, employees aged 21 and over will be appointed to AS 2.1 or PT1.4.

## **70 Relieving in other positions for incremental purposes**

- 70.1 Employees relieving in a position for over 3 months will have performance objectives set at the relieving level and not at the employee's nominal level.
- 70.2 Any time worked at a higher classification level will contribute to incremental progression at the substantive level subject to the Higher Grade clause.
- 70.3 Incremental movement granted during relief will be acknowledged if appointed permanently to that level.

## **71 Appointment pay rate**

The general principle for appointment to a level in the Administrative (AS) and Professional/Technical (PT) Streams is at pay point 1 of each level, unless the particular circumstances of the employee warrant appointment at a level higher than pay point 1.

## **72 Generic position descriptions**

- 72.1 The parties recognise that having a significant number of position descriptions restricts workplace flexibility. As such, the parties commit to, where possible, reducing the number of different position descriptions over the life of this Agreement.

### **Appointment to classification level**

- 72.2 All employees are appointed to positions within the Business, including appointment to a specific:

- Classification stream; and
- Specific classification level

As contained in this Agreement.

### **Amending a Position description**

72.3 Amendments to position descriptions may be made from time to time as required by the Business subject to the Consultation provisions of this Agreement. The alteration of the position description may result in an employee:

- Undertaking different duties than listed in their position description; and/or
- Undertaking different work within their competency/capability; and/or
- Changing organisational unit; and/or
- Changing work location.

72.3.1 Where the amendment to a position description meets the criteria set out above, or the definition of 'significant effect' as per the Consultation clause of this Agreement, the employer will write to the employee(s) affected and their unions outlining the proposed change and providing the current and proposed position descriptions.

72.4 Any employee movement arising from a change in position description would be within the employee's classification stream and within their competency/capability in respect to their substantive role at the time of any change.

72.5 Orientation, training and development will be provided to the employee, where relevant, to assist the employee movement from one role to another role.

72.6 In the event a role is made redundant the Managing Surplus Employee Standard applies.

### **Higher Duties**

72.7 The amendment of Position Descriptions in accordance with this Agreement will not repudiate the practice of employees temporarily assuming the duties and responsibilities of a vacant higher grade position, and being remunerated at the higher grade rate of pay.

## **73 Professional development**

73.1 The Business will provide, at its discretion, reasonable opportunities for the continuous professional development of employees necessary for the maintenance of professional registration and industry affiliations where:

- 73.1.1 Such registrations or affiliations are either required or advantageous for the Business in the role in employee is performing; and/or

- 73.1.2 Professional development opportunities align with current or strategic Business needs.
- 68.2 Where an employee is provided professional development under this clause, the employee shall be reimbursed in accordance with the Business's policy: Professional membership and study assistance MD-14-862.

## **Hours of work**

### **74 Hours of work**

#### **Ordinary hours of work**

- 74.1 The ordinary hours of work for employees are 38 per week, averaged over the roster cycle.
- 74.2 Employees will be required to work an average of 38 hours per week in one of the following ways:
- 38 hours within a work cycle not exceeding 7 consecutive days; or
  - 76 hours within a work cycle not exceeding 14 consecutive days; or
  - 114 hours within a work cycle not exceeding 21 consecutive days; or
  - 152 hours within a work cycle not exceeding 28 consecutive days.
- 74.3 The ordinary hours of work will be worked no more than any 5 in 7 days or 10 in 14 days.
- 74.4 The ordinary hours of work will not exceed 8 hours, except where an arrangement of ordinary hours exceeding 8 hours may be worked up to 10 hours subject to the agreement of the Business and the majority of employees concerned.
- 74.5 The ordinary hours of work may be worked up to 12 hours subject to the agreement of the Business and at least two-thirds of the employees within the area concerned.
- 74.6 No employees under this Agreement will work more than 12 consecutive hours in any one shift (inclusive of ordinary and overtime). In emergency circumstances, where more than 12 consecutive hours is proposed, requirements under Fatigue Management must be met.

### **75 Proposal of hours of work arrangements**

Employees may propose an hours of work arrangement, which may include a four day week or nine day fortnight (i.e. a Leisure Day Off (LDO)). Such proposals will be considered by the Business on the basis of operational requirements. Approval for any proposal will not be unreasonably withheld.



Where an application for a variation to hours of work arrangements is rejected, a written response outlining the reasons supporting the rejection will be provided to the employee within 14 days.

## **76 Minimum 4 hour payment for full-time employees**

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

## **77 Weekend work**

- 77.1 All ordinary hours of work on a Saturday will attract an additional 50% penalty payment.
- 77.2 All ordinary hours of work on a Sunday will attract an additional 100% penalty payment.

## **78 Travelling time**

- 78.1 All employees travelling long distances to or from their duties shall be allowed 8 hours' pay for every 24 hours' travelling.
- 78.2 If travelling 8 hours or less they shall be paid for actual time travelling at the ordinary rate applicable to the day worked, and shall not be included in the day's work for overtime purposes.
- 78.3 When travelling at night, sleeping berths shall be provided, if available.
- 78.4 Travelling time performed on Saturday, Sunday and on public holidays shall be paid for at the rate applicable to such days.
- 78.5 If employees who have travelled for 6 hours or more from time of signing on to time of signing off and not be provided with sleeping accommodation whilst so 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 such duty shall be paid for at overtime rates.

## **79 Waiting time**

An employee sent to work away from such employee's home depot and is required to wait for a train to return home, that employee shall be paid for such waiting time at the ordinary rate applicable to the day and shall not be included in the day's work for overtime purposes.

## **80 Starting and finishing times and coverage periods**

- 80.1 The Business may nominate an employee to work set start and finish times and/or nominated coverage periods.

- 80.2 Employees are required to observe the nominated starting and finishing times for the work day, including designated breaks to maximise available work times.
- 80.3 The ordinary starting and finishing times of various groups of employees or individual employees may be staggered.

## **81 Preparation time**

Preparation for work and personal hygiene will be in the employee's time except where the employee undertakes very dirty work or works with hazardous or toxic substances.

## **82 Pre-existing arrangements**

- 82.1 Employees who work less than 8 ordinary hours each day for 5 days of the week, who were working a 36¼ hour week as at 5 February 1995, will, where not less than 66% of employees at a location agree, work each day at 7 hours and 36 minutes ordinary hours for a 5 day week.
- 82.2 Employees may agree that the ordinary hours of work are to exceed 8 hours on any day, thus enabling more than 1 day to be taken off during a particular work cycle.
- 82.3 Where the arrangement of ordinary hours work provides for a day off, the Business and the simple majority of employees concerned may agree to accrue up to a maximum of 5 leisure days off (LDO). Where such agreement has been reached, the accrued LDOs will be taken within 12 calendar months of the date on which the first leisure day off was approved. If the LDO is not taken within that time frame, payment for the accrued LDOs will be made at overtime rates above the ordinary rate, in accordance with overtime rates clause.

## **83 Variable working hours**

- 83.1 The Business offers employees in the AS and PT streams an option to work variable working hours in lieu of the hours arrangements set out in this Agreement.
- 83.2 Although access to this arrangement will not be unreasonably withheld, all employees will give first priority to the operational requirements. There will be co-operation between employees and their supervisors in planning employees' working times.
- 83.3 Work will be made available for at least 152 hours during the settlement period.
- 83.4 Using the consultative process in the Agreement the Business may end a variable hours working arrangement due to significant and ongoing changes in operational requirements. Reasonable notice will be provided.

### **Conditions of variable working hours arrangements**

83.5 The parties agree throughout the life of this Agreement to a joint review of the application of variable working hours' arrangements. Where agreed to by the parties to this Agreement the outcomes of the joint review will be implemented through the life of this Agreement.

### **Existing arrangements**

83.6 This clause is not intended to displace any current agreed hours of work arrangements provided elsewhere or not covered by this Agreement. However any existing arrangements may be reviewed on the basis of operational requirements.

### **Settlement periods**

83.7 Settlement periods of 4 weeks duration will start from Mondays which commence fortnightly pay periods. During each settlement period an employee will accumulate 152 hours made up of the following:

- Carry over credit or debit time;
- Time worked within the spread of hours;
- Approved leave during the spread of hours;
- Credit time for public holidays.

### **Credit and debit time**

83.8 Credit time is the actual productive work performed to meet Business needs within the spread of hours, defined as 0730 and 1800 Monday to Friday inclusive, which are in excess of ordinary hours. However, productive work performed to meet Business needs outside the spread of hours will not be counted as credit time unless authorised.

83.9 Employees may propose to extend the spread of hours to 0600 and 1800 Monday to Friday inclusive and this will be considered by the Business. The Business may extend the spread of hours for an employee or groups of employees to 0600 and 1800 Monday to Friday inclusive when these extended times suit the needs of the Business.

83.10 Debit time is the time worked within the spread of hours less than ordinary hours.

83.11 Credit time and debit time accumulate from 1 working day to the next and within the settlement periods.

83.12 All credit time at the end of a settlement period, (other than authorised overtime), will be carried over to the next settlement period only.

83.13 All requests to take credit time should not be unreasonably withheld. Credit time in excess of 10 hours carried over to the next settlement period shall be taken by the end of that next settlement period.

- 83.14 Circumstances which create an excess of 10 hours credit time within a settlement period should be brought by the employee to the attention of the supervisor/manager.
- 83.15 Credit time cannot be taken during the following core times, 09:30 to 12:00 and 14:00 to 16:00 hours, unless authorised.
- 83.16 No more than 4 core times can be taken within a settlement period. However, additional core times can be taken, within the settlement period, if authorised.
- 83.17 Employees will not accumulate debit time in excess of 4 hours at any time during a settlement period.
- 83.18 An employee who stops performing hours of work in accordance with this clause will ensure that no credit time or debit time is held at that time. However in cases where this occurs:
- An employee will not be paid out for any credit time.
  - An employee will have pay deducted in the amount of any debit time in the subsequent pay period or from their entitlements on cessation.

### **Higher Grade**

- 83.19 An employee is not entitled to payment of higher grade for relieving another employee who is absent through variable working arrangements.
- 83.20 Where an employee is acting in a higher grade position they will not be paid at the higher rate for more than 7.6 hours on any day or 38 hours in any week, whichever is applicable.
- 83.21 When an employee who is acting in a higher grade position is absent on core times leave, such core time leave will not be deemed to interrupt the period of the higher grade relief.

### **Leave other than core time leave**

- 83.22 No more than 7.6 hours will be credited (made up working time and leave) on any day where leave is taken.

## **84 Meal and rest breaks**

### **Meal break**

- 84.1 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 below.

### **Exemption**

- 84.2 Clause 84.1 does not include the following circumstances:

- Employees who, as a result of their work, are required to maintain continuity of work.
- Where operational requirements are such, the rostered ordinary hours may be rostered inclusive of a paid meal break of 30 minutes. In the instance of Queensland Rail Travel employees, they may mutually agree to take their 30 minute paid meal break at the end of a shift.

### **Adjusting meal breaks**

84.3 Where there is agreement between the Business and employees concerned, unpaid meal breaks may be changed to be taken outside the hours identified in clause 84.1 and will not be subject to the penalties in clause 84.4.

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

84.4 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 at break period has commenced. Provided that this will not apply to employees covered in clause 84.2.

### **Paid meal break on overtime shift**

- 84.5 Where an overtime shift is worked, a paid meal break of 20 minutes will be provided after 4 hours on duty.
- 84.6 Where the paid meal break is not taken the 20 minutes will be added to the overtime shift length at the overtime penalty of 200% irrespective of the total hours worked, or overtime penalty payment due.

### **Booking off**

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

### **Rest break**

- 84.8 Rest breaks will be taken in the Business's time at a time that will not interfere with continuity of work where the Business considers continuity is necessary. These rest breaks will be based on the work conditions and environment for the shift and subject to the fatigue management and if applicable heat stress guidelines in place at the time.
- 84.9 Rest breaks will be taken for a maximum duration of 10 minutes in the first half and the second half of the day. Where agreement is reached between parties, this may be altered. Rest breaks may be combined into one 20 minute rest break to be taken in the first part of the ordinary working day, by mutual agreement. 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.

## **85 Rostering**

### **Procedures for development and implementation of master rosters**

85.1 Management and representatives of all employees concerned in each work area will consult over the most appropriate means of developing and implementing hours of work arrangements including shift rosters. This will be done in accordance with the Consultation clause in this Agreement.

### **Alteration to master roster**

85.2 Following consultation, seven days notice will be provided, prior to implementation of changes to the master roster.

85.3 It is not intended to extend regular rostered workings of a 38 hour week into 6 ordinary shifts without agreement between the Business and the majority of employees directly concerned.

### **Display of roster**

85.4 Where reasonably practicable the daily rostered hours of duty for the following week including meal times and rostered days off will be displayed by 1300 Thursday.

85.5 However, employees whose regular normal working hours are worked between Monday and Friday of each week will have Saturday regarded as the rostered day off and notification of such will be deemed to be posted each Friday of the preceding week.

85.6 Any employee called upon to report for duty on a rostered day off will be paid for all time on duty on such a day at overtime rates.

### **Changes to rostered shifts**

85.7 The following principles apply for change of rostered shifts:

85.7.1 Changes will not be made in lieu of cases where call out provisions apply

85.7.2 Changes will only occur in relation to the starting time of a rostered ordinary shift

85.7.3 Changes will only be made on occasions where unforeseen circumstances arise

85.7.4 Changes will take into account fair distribution, work/life balance and fatigue management.

- 85.7.5 If changes to rosters on a daily basis occur regularly or it is contemplated that there will be a need to alter shifts on a continuous basis within a work cycle, then consideration is to be given to reviewing the master roster to reflect the needs of the Business.
- 85.7.6 If it is necessary to alter a worker's planned shift after a roster has been posted, every effort is to be made to consult with the affected employee prior to the alteration being made.
- 85.7.7 Supervisors are to be mindful not to intrude on the normal routines of shift worker employees and their families when it is necessary to contact them with roster advice, unless unavoidable. Consideration is to be given to:
- The cessation time of the employee's last shift
  - Time of day.
  - Urgency of notification.

#### **Deferred sign on time**

- 85.8 When an employee is advised, at least 2 hours before the start of a rostered working shift, that their starting time has been altered to a later hour, the employee will be paid 1 hour's pay. If advised in less than 2 hours, the employee will be allowed 2 hours' pay.
- 85.9 This rate will be paid at the rate applicable to the day but will not be counted for the calculation of overtime.
- 85.10 For the sake of clarity, this clause does not apply to employees who are not working nominated start and finish times.

#### **Shift starting time brought forward**

- 85.11 The Business will advise employees with at least 24 hours notice or before the end of the employees' previous shift in the event the starting time of their next ordinary hours shift is brought forward to an earlier hour, without attracting overtime penalties.
- 85.12 Where notice has been given after the completion of the previous shift and the notice is within 24 hours of the intended new shift starting time, the following method of payment will apply:
- All time worked outside of the previous rostered hours will be paid at overtime penalty in accordance with overtime rates.
  - Employees will be paid ordinary rates for all previously rostered hours not worked in the changed shift but these hours will not be counted for the calculation of overtime.
  - 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.

### **Rostered day off**

- 85.13 Rostered Day Off means a minimum 24 hour period off duty between the previous finishing time and next starting time of shifts for a particular location.
- 85.14 An 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.

## **86 Shift intervals and allowances**

### **10 Consecutive hours break**

- 86.1 Except where provided for in clause 86.2 of this Agreement, an employee will be required to have 10 consecutive hours break from duty, including overtime, in the 15 hours immediately before the ordinary commencing time of any shift, without loss of pay for ordinary time occurring during such absence.

### **Consecutive hours break**

- 86.2 The 10 hours may be substituted by 8 hours:
- For the purpose of changing shift rosters at the end of a weekly roster cycle or
  - Where a shift is worked by arrangement between the employees themselves.

### **Resuming duty without a break**

- 86.3 An employee will not attend for work without the required interval between shifts unless directed by the Business.

If on the instructions of the Business an employee resumes or continues work without having had 10 consecutive hours off duty, the employee will be paid overtime rates, until the employee is released from duty for 10 consecutive hours off duty without loss of pay for ordinary time occurring during such absence.

## **87 Shift allowances**

### **Definitions**

- 87.1 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 allowances

- 87.2 The following shift allowances will apply:
- 12.5% for an afternoon shift
  - 15% for a night shift
  - 12.5% for an early morning shift.
- 87.3 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

- 87.4 Any employee who starts or finishes an ordinary time shift (not overtime) between 0001 and 0459 on Monday will be paid a loading of \$5.52 for that shift. This rate will increase by 3% on 1 March 2019, 1 March 2020 and 1 March 2022.
- 87.5 Any employee who starts or finishes an ordinary time shift (not overtime) between 2359 (Monday to Thursday) to 0459 (Tuesday to Friday) will be paid a loading of \$5.09 for that shift. This rate will increase by 3% on 1 March 2019, 1 March 2020 and 1 March 2022.
- 87.6 The shift loading and shift allowance will not be payable to employees engaged in passive time.

## 88 Overtime

### Working overtime

- 88.1 Overtime will be calculated on a daily basis.
- 88.2 For employees who are deemed shift workers, overtime will be paid at the rate of double time.
- 88.3 Employees who are paid at a rate higher than AS5.4 (or equivalent) are exempt from the overtime provisions of this Agreement, except where otherwise expressly authorised by the Business to be paid overtime.
- 88.4 Employees who are paid at a rate higher than AS5.4 (or equivalent), who are expressly authorised by the Business to be paid overtime, will be paid overtime at the rate of pay of the position in which they worked overtime.

### Overtime calculations

- 88.5 Any work performed will be counted for overtime once only on the following basis:
- Time worked in excess or outside an employee's ordinary working hours.
  - Time worked in excess of the maximum hours of the work cycle as determined in clause 74.2.

88.6 Overtime will only be paid when it has been expressly authorised in advance of the work performed.

#### **Overtime rates**

- 88.7 Overtime will be paid at the rate of time and a-half for the first 3 hours and double the rate from then on. This does not include:
- Overtime worked on Saturday after the completion of a rostered ordinary hours shift. This will be paid at the rate of double time.
  - Overtime worked on Sunday. This will be paid at the rate of double time.
  - All overtime for shift workers. This will be paid at the rate of double time.
  - Overtime worked on public holidays. This will be paid in accordance with the payment for public holidays clause.

#### **Cancellation of overtime shifts**

- 88.8 If a rostered overtime shift is cancelled with 12 hours' notice or less, but with more than 2 hours' notice, the employee will be paid 1 hour's pay at the rate applicable to the day but the payment will not be counted for the calculation of overtime.
- 88.9 If an employee is cancelled off a rostered overtime shift, with 2 hours' notice or less, they will be paid 2 hours' pay at the rate applicable to the day but the payment will not be counted for the calculation of overtime

#### **Shift handover**

- 88.10 Where hand over time is necessary for the safe and efficient function of work operations, overtime will be paid only when such functions cannot be incorporated within the timeframes of the shift involved.

#### **Broken shifts**

- 88.11 Employees working set starting and finishing times in 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**

- 88.12 An employee will receive a payment of an overtime meal allowance of \$16.30 (This rate will increase by 3% on 1 March 2019, 1 March 2020 and 1 March 2022) under any of the following criteria:
- The employee is called out and works in excess of 2 hours, covering the meal period, and was not advised the previous day of such working.
  - The meal periods are as follows:
    - Breakfast 0700-0900

- Lunch 1200-1400
- Dinner 1700-1900
- An employee who is called out, is given less than 2 hour's notice, to work 2 hours or more immediately before a rostered shift.
- An employee is called out and is advised after 2200 hrs to sign on before 0600 hrs to work 2 hours or more immediately before a rostered shift.
- The employee works an overtime shift or more than 4 hours between 1900 hrs and 0700 hrs when less than 2 hour's notice is given.
- The employee is advised after 2000 hrs to sign on before 0600 hrs to work on overtime shift of over 4 hours.
- An employee works more than 2 hours overtime past their rostered finishing time regardless of when the employee is notified of the requirement to work overtime.

### **Queensland Rail Travel Product Familiarisation**

88.13 Queensland Rail Travel employees may mutually agree to a Product Familiarisation trip, which will be undertaken under the following principles:

- 88.13.1 This trip would not include overtime payments;
- 88.13.2 All travel costs/incidental expenses will be covered by the business;
- 88.13.3 Employees will be paid per projected roster for the period of the trip;
- 88.13.4 The familiarisation journey will be considered "completed" once the employee returns to their home base (city/town);
- 88.13.5 At the day and time at which the familiarisation journey is considered "completed", the employee's rostered shift for that day will also be deemed completed, irrespective of hours remaining in the employee's actual rostered shift for that day and the employee will be paid accordingly;
- 88.13.6 The staff member on the trip will not be used to backfill another employee's position or to substitute as a tour guide or leader.

## **89 Work life balance**

### **Work life balance commitment**

89.1 The Business values diversity and seeks to provide flexible work practices and initiatives that support employees in managing their individual work and life commitments. Whilst balancing operational requirements, consideration will be given to initiatives that:

- Promote and provide workplace flexibility,

- Support employees in their individualised work life commitments, including transition to retirement,
- Create and foster an inclusive culture.

### **Reduced Working Year Scheme**

- 89.2 The Business is committed to assisting employees to balance work and life by providing a range of flexible work options, including a reduced working hours scheme.
- 89.3 The reduced working hours scheme will enable an employee to have an amount deducted from their ordinary wages for the purposes of purchasing additional leave.
- 89.4 To be eligible for the scheme, employees must have at least 12 months continuous service and must not have excessive annual and long service leave accruals.
- 89.5 This scheme does not apply to casual employees.
- 89.6 The minimum amount of additional leave which may be purchased is 1 week.
- 89.7 Amounts deducted will be withheld by the Business and paid at a time when the employee takes the additional leave. Purchased leave is in addition to all leave entitlements provided by the relevant legislation.
- 89.8 Criteria for the scheme (including eligibility, deduction, leave and payment arrangements) will be outlined in the relevant policy.

## **90 Standby / on call**

### **Standby / on call allowance**

- 90.1 Any employee who after finishing duty for the day is required/rostered to remain contactable and available at short notice will be paid 1 hour's pay at ordinary rates.
- 90.2 However, 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 2 hours pay at the rate applicable to that day.

### **Remote call outs**

- 90.3 If an employee is called out to perform duty, remotely without attending to a workplace, outside of ordinary hours then they will be paid a minimum payment of 2 hours at ordinary rate plus the penalty payment applicable to the particular day for each hour (defined as any part of an hour) actually worked.
- 90.4 Where employees perform duties remotely outside of ordinary hours more than once in any 6 hour period, each call out will be accounted towards the minimum 2 hour call out.

**Physical attendance call outs**

- 90.5 If an employee is called out at any time and attends for duty then such an employee will be paid a minimum payment of 4 hours at ordinary rate plus the penalty payment applicable to the particular day for each hour (defined as any part of an hour) actually worked. Payment for physical call outs will be calculated from the sign on for actual work performed.

## Schedule 1 – Glossary of terms

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

Term/ Abbreviation	Meaning
<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>Business</b>	Means Queensland Rail Transit Authority.
<b>Employees in transition</b>	Means an employee whose position has been designated surplus to requirements.
<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> In the case of bereavement leave only, 'immediate family' also includes an employee's step-parent, step-sibling or half-sibling.
<b>NES</b>	Means the National Employment Standards contained in the Fair Work Act (2009).
<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>Permanent employee</b>	Means a full time and/or a part time employee with ongoing 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.

Term/ Abbreviation	Meaning
<b>Shiftworker</b>	Means an employee who must be involved in a roster where at least 2 shifts (as defined in clause 87.1) 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.

## Schedule 2 – Resleeping and resurfacing 20% special provisions

The parties agree the following applies to AS / PT employees that at lodgement of this Agreement were permanently employed in the following positions within the Resleeping and Resurfacing teams:

Position Id	Position Description	Service No
2049	Senior Safety Facilitator	4226
33980	Administration Officer	855114
35230	Production Planning Officer	31842
40204	Administration Officer	853582
53616	Administration Officer	868237

The following does not apply to new employees or employees appointed to the above positions within Resleeping and Resurfacing Teams after this Agreement has been approved by Fair Work Commission or if the nominated existing employees move to positions outside the Resleeping and Resurfacing Teams.

The parties agree that a 20% allowance (flat) calculated on the employee's classification base rate will be paid each week in lieu of weekend penalty rates and shift allowances and loading, where applicable as contained in this Agreement.



### Schedule 3 – Network special provisions

The parties agree this schedule only applies to AS / PT employees as at the lodgement of this Agreement were permanently employed in the following positions within the Network Start Up Agreement 2009:

Position Id	Position Description	Service No
2092	Senior Railway Designer	110884
2369	Construct & Commissioning Coord	5318
2612	Area Supervisor (Townsville Area)	87487
2615	Area Supervisor (Townsville Area)	86910
2703	Roster and Timesheet Administrator	864097
2731	Divisional Support Officer	201009
2876	Senior Project Support Officer	100461
2941	Design Support Officer (Signalling)	111244
4102	Project Manager	31635
4141	Senior Software & Systems Engineer	4326
4387	Senior Railway Designer	110728
15473	Senior Engineer Cable Services	5960
15544	Electrical Engineer	866339
15576	Senior Engineer (Circuit Design)	4811
15583	Prin Engr - Traction Dist Mat	120751
15605	Rotational Engineer	869881
15709	Senior Interface Analyst	5957
15734	Senior Technical Co-ordinator	110713
21343	Personal Assistant	600109
21676	Senior Business Analyst	35910
22163	Software and Systems Engineer	864350
22616	Senior Graphic Officer	46692
23117	Project Officer	111097
23962	Project Support Officer	872503
23963	Asset Information Officer	5966
26712	Senior Civil/Geotechnical Engineer	855344
28637	Operational Systems Engineer	110688
28638	Senior Software & Systems Engineer	110779

Position Id	Position Description	Service No
28639	Senior Systems Co-ordinator	851149
29586	Master Train Planner	22567
29594	Regional Network Planning Coordinator	851683
30038	CADD and Project Drafting Supervisor	25228
30778	Standards Specialist	861661
31330	Project Manager	110891
31437	Senior Project Co-ordinator	5949
31923	Network Administrator	502917
31931	Tactical Planner Service Design	850752
32162	Senior Trackwork Designer	110465
32466	Project Manager	863465
34150	ATP Technical Support Officer	110961
35461	Prin Net Planner (Bus Analysis)	850000
35992	Rotational Engineer	867122
36305	Operations Contracts Co-ordinator	600010
36429	Snr Network Info Sys Admin Off	150094
37535	Tactical Planner Service Design	851092
38189	Safety Investigator	900180
38571	Commercial Analyst	865024
39005	Systems Design Co-ordinator	855112
40112	Training and Change Officer	854895
41115	Signal Design Integration Officer	406572
41830	Freight Planning Administrator	99855
43126	Draftsperson (Civil)	862397
44086	Principal Engr - LV Systems	863412
44087	Senior Tech Off (Elect Serv)	6162
44266	Route Maps Co-ordinator	120671
44273	Software and Systems Engineer	854357
44274	Software and Systems Engineer	855354
44642	Surveyor	866297
45660	Team Leader Design Production	110720
45967	Management Systems Co-ordinator	110105

Position Id	Position Description	Service No
48110	Draftsperson (Civil)	864430
48407	Draftsperson (Civil)	863607
48829	Commercial Analyst	902008
49132	Project Coordinator	870022
49176	SEQ Ntwk Capability Mgr	201736
49291	Telecommunications Services Coordinator	405054
50031	Senior Software & Systems Engineer	111411
50167	Project Manager	5948
51086	Graduate Engineer	869809
52176	Senior Project Costing Analyst	100286
53612	Cadet Railway Designer	854055
54187	Technical Officer (SAOS)	868571
54408	Manager Research	862419
55366	Civil Contracts Coordinator	110840
55367	Snr Des Engineer, Civil & Structures	860169
55411	Senior Signal Engineer	111546
55415	Signal Engineer	853944
55416	Signal Engineer	600190
55636	Traction Distribution Engineer	851274
55739	Prog/Specialist Team Leader	110919
55901	Int Freight Plan Co-ord	201919
55921	Snr Railway Designer	855203
55930	Snr Tract Distribution Designer	202743
56073	Project Officer	203529
56104	Signal Design Prod Drafter	110078
56324	Graduate Engineer (Civil)	869799
56354	Mgr Track Design	853916
56393	Network Infra Proj Comm Mgr	870508
56503	Senior Contracts Engineer	110838
56650	Cadet Engineering Surveyor	868047
56752	Training & Safety Perf Co-ord	500402
56977	Mgr Road Rail Interface	110937

Position Id	Position Description	Service No
57099	Construction & Testing Spvr	40945
58351	Senior Project Scheduler	900309
58362	WH&S Support Officer	870215
59339	Personal Assistant	872075
60656	Project Manager	868612
60658	Project Manager	873982
61390	Assistant Technical Officer	873552
61458	Graduate Eng (Lines & Cables)	873928
62669	Graduate Engineer (Electrical)	900420
62719	Graduate Drafter	860251
62720	Senior Signal Engineer	404824
62721	Senior Signal Engineer	900134
62729	Graduate Engineer (Civil)	900120
62730	Graduate Engineer (Civil)	900171
62732	Graduate Engineer (Civil)	869924
62737	Graduate Engineer (Civil)	868099
62738	Civil Engineer	900118
62953	Prin Engr - High Voltage Systems	901054
63031	Signal Drafting Officer	867496
63591	Senior Project Scheduler	868060
64007	Senior Project Scheduler	48276
64257	Senior Contracts Engineer	900903
65714	Software and Systems Engineer	901508

This schedule does not apply to new employees or employees subsequently appointed to the above positions after this Agreement has been approved by Fair Work Australia or if the nominated existing employees move to positions outside the Network Start Up Agreement 2009.

### Rostered Day Off

- 3.1 Single Rostered Day Off means a minimum 24 hour period, rostered off duty between previous finishing time and the next starting time of shifts and which encompasses midnight to midnight.

### **Special requests/mutual exchange of duty for shift workers**

3.2 Where roster commitments do not enable a personal requirement to be met, an employee shall, in the first instance, arrange a mutual exchange of duties with another employee. Application to the designated officer for special roster consideration may be allowed as follows:

a) Rostered employees will be required to provide the following advance notice of special requests and mutual exchanges of duty to the roster officer:

- Special requests 7 days prior to posting of roster
- Mutual exchanges 24 hours prior to event

In extenuating circumstances, these timeframes may be reduced at the discretion of the on duty designated officer or Manager.

- b) Mutual exchanges, at no additional cost to the Business, are to impact on relevant parties workings only and must only be arranged with the approval of the designated officer/manager.
- c) Mutual exchanges shall not limit each individual's ability to complete the hours required in the weekly roster.
- d) Shift alterations will be run through the FAID system to determine FAID scores of altered roster. Mutual exchange will be denied if the FAID score exceeds 100 points.
- e) Special requests or mutual exchanges may be arranged by telephone however they must be confirmed in writing.
- f) Under normal circumstances, a limit of one special request per week will apply. At the discretion of the designated officer/manager, more than one special request per week may be allowed to meet special circumstances.
- g) The requirement to alter workings to perform tasks associated with the consultative process will not be treated as special requests.

The implementation and maintenance of rosters is intended to provide employees with certainty in their work and social life. Requests and mutual exchanges must be viewed in this context and as such are not an automatic entitlement. Consideration of the impact on other individuals' rostered workings will be adhered to.

### **Preference after service in remote location**

3.3 Any employee who has been employed in a remote or isolated district for a period of 3 years or more will, as far as possible, be given preference over other employees when applying for transfer.

**Shifts Alteration**

- 3.4 Shifts will be altered upon mutual agreement between delegated manager and the affected employee.

**Heights Allowance**

- 3.5 Any employee required to perform work at a height of at least 15.25 metres above the ground or low water level, or nearest horizontal plane will be paid 68.07 cents per hour, in addition to the employee's ordinary rate.

## Schedule 4 –Rollingstock and component services special provisions

The parties agree this schedule only applies to AS / PT employees as at the lodgement of this Agreement were permanently employed in the following positions within the Rollingstock and Component Services (RACS) Agreement 2009:

Position Id	Position Description	Service No
40199	Inventory Support Officer	120208

This schedule does not apply to new employees or employees subsequently appointed to the above positions after this Agreement has been approved by Fair Work Australia or if the nominated existing employees move to positions outside the Rollingstock and Component Services (RACS) Agreement 2009.

### Saturday and Sunday work

- 4.1 The applicable penalty rates for hours worked on a Saturday or Sunday are as follows:
- All ordinary hours worked on a Saturday will attract a 50% (150%) penalty payment for the first 3 hours worked and 100% (200%) for the remainder of the hours worked on the day.
  - All ordinary hours worked on a Sunday will attract a 100% (200%) penalty payment.

### Leisure Days Off

- 4.2 Leisure days off (9 day fortnight) are in operation.

The LDO is accrued through the additional working time of 54 minutes per day. This additional time is taken as an LDO (7.36 hours) at the rate of 1 day each fortnight.

Generally, it is taken that the LDO on each site will operate on either a Monday or a Friday unless where the flexibilities outlined in this clause are utilised.

The maximum number of LDOs that an employee can bank is 5. These banked LDOs can be taken at a later date, by agreement. These banked LDOs should be taken within 12 months of the first LDO being banked.

The Business can advise any employee to modify the day the employee takes as an LDO, either permanently or temporarily by written notification within 14 days of the change.

1 LDO must be provided in any fortnight.

### Time off in lieu of overtime

4.3 By agreement between the employee and the Business, an employee may take time off instead of receiving payment for overtime at a time or times agreed with the Business. This agreement must be in writing.

Overtime taken as time off in lieu (TOIL) shall be taken at the ordinary rate, that is an hour as time off for each hour of overtime worked.

If an employee does not take the time off within 4 weeks of working the overtime, the overtime must be paid out at the rate at which the time was accrued.

The employee and Business may agree in writing to extend the 4 week period in which the TOIL can be claimed. The maximum period that this can be extended for is 4 weeks.

The minimum period of TOIL that can be accrued is 1 hour.



## Schedule 5 – Operations special provisions

The parties agree this schedule only applies to AS / PT employees as at the lodgement of this Agreement were permanently employed in the following positions within the Passenger Operations Workplace Agreement 2009:

Position Id	Position Description	Service No
2742	Snr Train Planning & Scheduling Officer	200496
16248	Yard Coordinator Mayne Complex	77490
16249	Yard Coordinator Mayne Complex	405244
20313	Yard Coordinator Mayne Complex	32656
21982	Shift Resource Allocation Officer	503238
21984	Shift Resource Allocation Officer	851127
21988	Shift Resource Allocation Officer	994
21989	Shift Resource Allocation Officer	861835
22501	Senior Network Planner	101023
22534	Assistant Yard Coordinator Mayne Complex	38401
22535	Assistant Yard Coordinator Mayne Complex	94479
30605	Shift Resource Allocation Officer	405302
31177	Senior Business Support Officer	860426
31294	Shift Resource Allocation Officer	200967
34475	Train Serv Del Roster Allocation Mgr	854102
46107	Training & Workplace Development Officer	30841
46879	Shift Resource Allocation Officer	101059
47279	Data and IT Systems Officer	866925
47634	Traincrew Co-ord Ops Perform	202183
51506	Sen Mod Strategic Operations	871092
51543	SEQ Operational Services Integrator	870333
52089	Roster Office Coordinator	200988
56194	Administration Officer	869922
57314	Technical & Operational Support Manager	120280
57746	Senior Network Planning Adviser	850715
58157	Senior Network Planner	863267
59093	Snr Business Analyst (Ops)	850775
59546	Shift Resource Allocation Officer	868153

Position Id	Position Description	Service No
60270	Alternate Transport Interface Supervisor	202551
62559	Shift Resource Allocation Officer	860085
65650	Prin Adviser & Op Program Coord	864215
69110	Roster and Timesheet Administrator	874345

This schedule does not apply to new employees or employees subsequently appointed to the above positions after this Agreement has been approved by Fair Work Australia or if the nominated existing employees move to positions outside the Passenger Operations Workplace Agreement 2009.

### **Rostered Day Off**

5.1 Rostered Day Off means that period between midnight on one day and midnight of the following day. Where shifts are worked on either side of midnight a "Rostered Day Off" shall be recognised as being the 24 hour period immediately following the shift.

### **Breakdown conditions**

#### **5.2 Rate of payment**

5.2.1 Employees, when called out for breakdown work, shall be paid as follows:

5.2.2 When loading material or travelling to and from the breakdown between the usual starting and the usual ceasing time at ordinary rates.

5.2.3 Employees who do not usually work on Saturdays shall be paid at the rate of time and a-half for the first 8 hours and double rates thereafter, if required to travel to a breakdown on Saturday.

5.2.4 When loading material or travelling to and from the breakdown between the usual ceasing time and usual starting time, time and a-half.

5.2.5 When working at breakdown, 50 per cent, above ordinary or overtime rates, as the case may be.

#### **5.3 Provision of meals**

Refreshments such as tea, coffee, and food, shall be supplied by the Business. When a proper meal is supplied the ordinary Meal allowance shall not be paid.

#### **5.4 Waterproof clothing**

Waterproof coats, hat covers, and rubber boots shall be supplied and kept in the breakdown van; one set for each member.

#### **5.5 Responsibility of employees**

No employee shall, without reasonable cause, refuse to accompany or assist a breakdown gang if called upon to do so by the Business.

#### **5.6 Definition of breakdown**

5.6.1 A breakdown is an accident where it is necessary to utilise a breakdown gang with appliances for the re-railing of the Business's locomotives and/or rollingstock and/or the clearing of all wreckage and/or other material

5.6.2 In all such cases payment to members of a breakdown gang shall be made in accordance with the relevant clauses of this Schedule.

## Schedule 6 – Pay rate / classification schedule

The following applicable pay rates apply to AS / PT employees:

Agreement	Pay Scale Group	Pay scale level	1/03/2018	1/03/2019	1/03/2020	1/3/2022
AS / PT	AS1	1	1361.60	1402.45	1444.52	1487.86
AS / PT	AS1	2	1486.48	1531.07	1577.01	1624.32
AS / PT	AS1	3	1610.61	1658.93	1708.70	1759.96
AS / PT	AS2	1	1892.56	1949.34	2007.82	2068.05
AS / PT	AS2	2	1967.52	2026.55	2087.34	2149.96
AS / PT	AS2	3	2039.79	2100.98	2164.01	2228.93
AS / PT	AS2	4	2113.67	2177.08	2242.39	2309.66
AS / PT	AS2	5	2190.66	2256.38	2324.07	2393.79
AS / PT	AS2	6	2267.79	2335.82	2405.90	2478.08
AS / PT	AS2	7	2347.72	2418.15	2490.70	2565.42
AS / PT	AS2	8	2427.37	2500.19	2575.20	2652.45
AS / PT	AS3	1	2528.43	2604.28	2682.41	2762.88
AS / PT	AS3	2	2626.25	2705.04	2786.19	2869.77
AS / PT	AS3	3	2724.22	2805.95	2890.13	2976.83
AS / PT	AS3	4	2822.35	2907.02	2994.23	3084.06
AS / PT	AS4	1	2992.36	3082.13	3174.59	3269.83
AS / PT	AS4	2	3092.26	3185.03	3280.58	3379.00
AS / PT	AS4	3	3193.02	3288.81	3387.47	3489.10
AS / PT	AS4	4	3293.09	3391.88	3493.64	3598.45
AS / PT	AS5	1	3471.69	3575.84	3683.12	3793.61
AS / PT	AS5	2	3572.71	3679.89	3790.29	3904.00
AS / PT	AS5	3	3673.05	3783.24	3896.74	4013.64
AS / PT	AS5	4	3774.91	3888.16	4004.80	4124.95
AS / PT	AS6	1	3986.12	4105.70	4228.87	4355.74
AS / PT	AS6	2	4079.81	4202.20	4328.27	4458.12
AS / PT	AS6	3	4172.10	4297.26	4426.18	4558.97
AS / PT	AS6	4	4265.63	4393.60	4525.41	4661.17
AS / PT	AS7	1	4462.57	4596.45	4734.34	4876.37

Agreement	Pay Scale Group	Pay scale level	1/03/2018	1/03/2019	1/03/2020	1/3/2022
AS / PT	AS7	2	4570.11	4707.21	4848.43	4993.88
AS / PT	AS7	3	4678.08	4818.42	4962.98	5111.86
AS / PT	AS7	4	4786.07	4929.65	5077.54	5229.87
AS / PT	AS8	1	4945.39	5093.75	5246.56	5403.96
AS / PT	AS8	2	5041.00	5192.23	5348.00	5508.44
AS / PT	AS8	3	5136.60	5290.70	5449.42	5612.90
AS / PT	AS8	4	5230.99	5387.92	5549.56	5716.04
AS / PT	PT1	1	1436.44	1479.53	1523.92	1569.64
AS / PT	PT1	2	1716.99	1768.50	1821.55	1876.20
AS / PT	PT1	3	1810.20	1864.51	1920.44	1978.05
AS / PT	PT1	4	1903.03	1960.12	2018.92	2079.49
AS / PT	PT1	5	1997.16	2057.07	2118.79	2182.35
AS / PT	PT1	6	2090.49	2153.20	2217.80	2284.33
AS / PT	PT1	7	2187.85	2253.49	2321.09	2390.72
AS / PT	PT1	8	2286.11	2354.69	2425.33	2498.09
AS / PT	PT2	1	2387.97	2459.61	2533.40	2609.40
AS / PT	PT2	2	2590.86	2668.59	2748.64	2831.10
AS / PT	PT2	3	2691.89	2772.65	2855.83	2941.50
AS / PT	PT2	4	2793.76	2877.57	2963.90	3052.82
AS / PT	PT2	5	2956.11	3044.79	3136.14	3230.22
AS / PT	PT2	6	3138.89	3233.06	3330.05	3429.95
AS / PT	PT2	7	3301.12	3400.15	3502.16	3607.22
AS / PT	PT3	1	3504.71	3609.85	3718.15	3829.69
AS / PT	PT3	2	3605.74	3713.91	3825.33	3940.09
AS / PT	PT3	3	3707.48	3818.70	3933.27	4051.26
AS / PT	PT4	1	3986.12	4105.70	4228.87	4355.74
AS / PT	PT4	2	4079.81	4202.20	4328.27	4458.12
AS / PT	PT4	3	4172.10	4297.26	4426.18	4558.97
AS / PT	PT4	4	4265.63	4393.60	4525.41	4661.17
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AS / PT	PT6	3	5136.60	5290.70	5449.42	5612.90
AS / PT	PT6	4	5230.99	5387.92	5549.56	5716.04

## Schedule 7 – Allowances

Allowance	Application	Frequency	Rate	Rate	Rate	Rate
			2018	2019	2020	2022
Confined Space	Flat	per hour	\$0.8351	\$0.8602	\$0.8860	\$0.9125
Corrosive Substances	Flat	per hour	\$0.5151	\$0.5306	\$0.5465	\$0.5629
Electrical Licensing Allowance	All purpose	fortnightly	\$58.84	\$60.61	\$62.42	\$64.30
Exceptionally Soiled Material		Per shift	\$3.21	\$3.31	\$3.41	\$3.51
First Aid	Flat	per day	\$2.58	\$2.66	\$2.74	\$2.82
Height	Flat	per hour	\$0.69	\$0.71	\$0.73	\$0.75
Meal Allowance	Flat	Each meal	\$16.30	\$16.79	\$17.29	\$17.81
Wet Places	Flat	per hour	\$0.69	\$0.71	\$0.73	\$0.75
Working in the Rain / Wet Weather	Flat	Hourly	N/A			
Working in Tunnels	Flat	Hourly	N/A			
Sanitary Allowance		Per service	\$2.84	\$2.93	\$3.01	\$3.10
Soiled Seat Allowance		per hour	\$0.34	\$0.35	\$0.36	\$0.38

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

*Nick Easy*

Representative Signature

NICK EASY CEO

Name, Title of Representative (print)

305 Edward Street

Brisbane, QLD 4000  
Address

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

*Owen Doohan*

Representative Signature

OWEN DOOHAN  
BRANCH SECRETARY

Name, Title of Representative (print)

Floor 1, 457 Upper Edward Street

Brisbane, QLD 4000  
Address

Signed on behalf of Union (Association of  
Professional Engineers, Scientists and Managers  
Australia, Queensland Branch) and by its duly  
appointed representative

*Adam Kerlake*

Representative Signature

ADAM KERSLAKE DIRECTOR

Name, Title of Representative (print)

Level 4, 16 Peel Street

South Brisbane, QLD 4101  
Address

*Rebecca Munn*

Witness Signature

Rebecca Munn  
Name, Title of Witness (print) GEPAC

26.8.2020

Date

*Sebastian Harris*

Witness Signature

Sebastian Harris  
Senior Employee Relations Advisor

Name, Title of Witness (print)

26/8/20

Date

THOMAS WHIBLEY

Witness Signature NAME

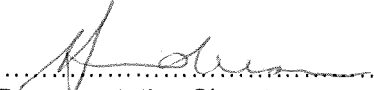
*Thomas Whibley*  
Name, Title of Witness (print)  
Signature

26 / 8 / 2020

Date



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


  
.....  
Representative Signature

*NEILL HENDERSON SECRETARY*  
.....  
Name, Title of Representative (print)

Ground Floor, 32 Peel Street

South Brisbane, QLD 4101

Address

  
.....  
Witness Signature

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

*27 / 8 / 2020*  
.....  
Date



**Fair Work Commission**

**Queensland Rail**

**And**

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

**And**

**The Australian Municipal, Administrative, Clerical and Services Union**

**And**

**Association of Professional Engineers, Scientists and Managers Australia, Queensland Branch**

**AG2020/2559 APPLICATION FOR THE APPROVAL OF THE  
QUEENSLAND RAIL ADMINISTRATIVE, PROFESSIONAL AND TECHNICAL ENTERPRISE AGREEMENT  
2020**

**UNDERTAKINGS – Section 190**

1. I, Michael Gerard Hawkins, Senior Manager Employee Relations have the authority given to me by Queensland Rail Transit Authority (“the Applicant”) to give the following undertakings with respect to the Queensland Rail Administrative, Professional and Technical Enterprise Agreement 2020 (“the Agreement”).

**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."*

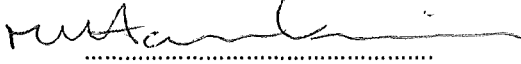
*“permanent night shiftworker means an employee who regularly performs permanent night shift work.”*

#### **CERTAIN CLASSIFICATIONS PROHIBITED**

15. The Applicant recognises that the remuneration of certain classifications under this Agreement, in conjunction with the application of shift penalties and overtime, may not equate to a better off overall outcome in comparison with the Rail Industry Award 2020 [MA000015].
16. On this basis, no employee is or will be engaged on the following AS1 classifications (AS1.1 and AS1.2) and the following PT1 classifications (PT1.1) for the life of this Agreement.
17. The Applicant considers the above undertaking to sufficiently address concerns raised by the Fair Work Commission in considering AG2020/2559 Application for the approval of the Queensland Rail Administrative, Professional and Technical Enterprise Agreement 2020.
18. 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

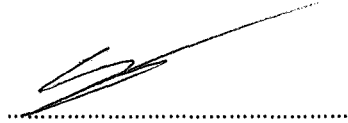
MICHAEL GERARD HAWKINS  
SENIOR MANAGER, EMPLOYEE RELATIONS

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