



Bowen Rail
Company

Bowen Rail Company Enterprise Agreement (No.1) 2021

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1. Part A - Preliminary

1.1 Title of the Agreement

This Agreement shall be known as the Bowen Rail Company Enterprise Agreement (No.1) 2021.

1.2 Agreement Coverage

This Agreement will apply to:

- a) Bowen Rail Company Pty Ltd; and
- b) Employees employed by BRC as Train Crew in accordance with the clause 3.1 - Classification Structure

1.3 Period of Operation

- a) The Agreement will commence operation seven days after approval by FWC.
- b) The Agreement shall remain in force for 3 years from the date of approval by FWC.
- c) The parties agree to commence discussions regarding the re-negotiation of the Agreement no later than 6 months prior to the expiration of this Agreement.

1.4 Operation of Agreement

This Agreement will operate on a stand-alone basis and will not incorporate or be read in conjunction with any award.

This Agreement will be read in conjunction with the National Employment Standards (NES). No term of this Agreement shall be less favourable to employees than the corresponding term in the NES. Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

1.5 No Further Claims

This Agreement is in resolution of all industrial matters and no further wage increases or other claims are to be sought by any party during the life of the Agreement.

1.6 Definitions

The following list of definitions is provided to support the level of understanding when reading and interpreting this Agreement

Term	Description
Agreement or EA	Means the Bowen Rail Company Enterprise Agreement (No.1) 2021
Annualised Salary	Refer to Loaded Remuneration Rate
Backward Rotation	Means a shift which is rostered to start at an earlier time than the previous shift.
Base Remuneration Rate	Means the annual base salary paid to an Employee as defined in Clause 3.3.1 – Base Remuneration Rate
BRC	Means Bowen Rail Company Pty Ltd
Calendar Year	Means the 12-month period commencing 1 January and concluding 31 December each year.
Commencement Date	Means the seventh (7 th) day after the Agreement has been approved by the FWC.

Driver Only Operations (DOO)	Means the operation of rolling stock by a Driver without another driver in the driver's cab who is qualified in the operation of the rolling stock and the Safeworking rules that form part of the network rules.
Employee	Means a person who is employed by BRC and whose employment is subject to this Agreement.
Employer	Means Bowen Rail Company Pty Ltd
Forward Rotation	Means a shift which is rostered to start at a later time than the previous shift.
FWC	Means the Fair Work Commission
FW Act or The Act	Means the <i>Fair Work Act 2009 (Cth)</i> as amended from time to time
Home Base Location	Means the designated start/finish (or sign on/sign off) location as specified in the Employee's letter of employment. Employees will not be directed to transfer to another depot, where the move to that proposed depot would create a fundamental change to the employee's initial engagement terms. To be clear, this means that Employees will not be directed to transfer to a place that is unreasonably further away by distance from their current location.
Immediate Family	Means a spouse or former spouse, de facto partner or former de facto partner, child, parent, grandparent, grandchild or sibling of an employee, or a child, parent, grandparent, grandchild or sibling of an employee's spouse or de facto partner. It includes step-relations (e.g. step-parents and step-children) as well as adoptive relations.
Lay Back	Means a change made to an employee's commencement time where the Employee is called in to commence work later than their original rostered starting time. The maximum period of time for Lay back is four (4) hours from the original rostered starting time. Where an employee is required to change their commencement time to a later starting time and this change is within 24 hours of their rostered start time, the time can only be amended (laid back) by a maximum of two (2) hours.
Lift Up	Means a change made to an employee's commencement time where the Employee is called in to commence work earlier than their original rostered starting time. The maximum period of time for Lift up is two (2) hours from the original rostered starting time. Where an employee is required to change their commencement time to an earlier starting time and this change is within 24 hours of their rostered start time, the time can only be amended (lifted up) by a maximum of one (1) hour.
Lift Up/Lay Back Sleep Protection Zone	Means a period of time where lift up/lay back durations are reduced to limit start time variations after workers have commenced resting for the next job.
Loaded Remuneration Rate	Means the Base Remuneration rate plus all overtime, penalties, public holidays worked (excluding Christmas Day) and allowances the employee would have otherwise been entitled to under this Agreement. Also referred to as the Annualised Salary.
Main Line Allowance	Means an allowance which compensates for longer jobs which require resting away from the worker's Home Depot.
Maximum Shift Length	Means the maximum length of time an employee can work in accordance with the <i>Rail Safety National Law National Regulations 2012 (Cth)</i> and <i>BRC's Roster Code of Practice</i>
NES	Means the National Employment Standards as set out in the FW Act
Ordinary Hours	Means the amount hours an employee can work, up to 38 hours per week, (or an average of 38 hours per week over a 16-week roster cycle) and no overtime applies.
ONRSR	Means the Office of the National Rail Safety Regulator
Regulation	means the <i>Rail Safety National Law National Regulations 2012 (Cth)</i>

Rolling Stock	Means a vehicle that operates on or uses a railway, and includes a locomotive, carriage, rail car, rail motor, light rail vehicle, train, tram, light inspection vehicle, self-propelled infrastructure maintenance vehicle, trolley, wagon, or monorail vehicle, but does not include a vehicle designed to operate both on and off a railway when the vehicle is not operating on a railway
Roster Cycle	Means the 16-week period an employee will be rostered to work and have their weekly hours worked averaged.
Rostered Off Period (ROP)	Means the period of time, as defined in the Master Roster, where employees are not required to work. ROP durations are as defined in the Roster Code Of Practice.
Service Delivery Tasks	Means tasks performed by a worker relating to interface between Traincrew, Train Control and customers.
Shift Worker	For the purposes of this Agreement and the NES, means an employee who is regularly rostered to work shifts across a 24 hour per day, 7 day per week period and who is required to regularly work Sundays and Public Holidays.
Shift Length	The length of time from when an employee signs on and signs off for a shift.
Two Driver operation	Means the driving operations of a train being undertaken by two Drivers who are qualified in the operation of the rolling stock and the Safeworking rules that form part of the network rules.

1.7 Vision and Values

Our vision at Bowen Rail Company is to develop a world class rail freight business through our people, our performance, and our sustainable partnerships. We are combining world-leading technology with clever solutions to advance the safety, environmental, and economic standards of the industry.

We seek to achieve Our Mission and Vision through the demonstration of our values in every aspect of the business.

ASPIRE is the foundation of BRC's six core values:

Accountability	All levels of the organisation have accountability to develop and maintain a strong safety culture. We are reliable, and accept responsibility for our decisions, our actions, and delivery of our commitments.
Safety	Safety is not just a priority it is our core value. It is what we do, who we are and how we do business. It requires a personal commitment and is our number one priority for our people and our communities.
Performance	We challenge ourselves and strive to deliver above expectations. We are professional, high performing, and through rigorous monitoring and review we shall continuously improve our safety management system.
Innovation	We innovate by continuously improving the work we do. We add value to our industry and the community.
Respect	We maintain focus on ethics, inclusion, and building mutual trust. We encourage, embrace and value diversity.
Enterprising Teamwork	Through effective and efficient teamwork, we embrace and collaborate individual abilities to achieve common goals. Together, we celebrate achievements and milestones.

1.8 Agreement Objectives

The terms of the Agreement have been developed to achieve a number of diverse objectives:

- a) To provide the terms and conditions of employment for Train Drivers and Trainee Drivers employed by BRC.
- b) To develop a shared commitment to a positive workplace culture
- c) To promote a sense of unity across BRC.
- d) To allow for innovation and flexibility to enable BRC to deliver high order productivity and meet the changing needs of operations where required.
- e) To provide Employees with salaries, conditions and benefits that are competitive within the rail industry, that are fair, sustainable and enhance BRC's ability to attract and retain a highly skilled workforce.
- f) To recognise the importance of facilitating work life balance.
- g) To support the community of Bowen and help drive economic prosperity for the region.
- h) To be the employer of choice in the Australian rail industry and build an employee culture that challenges the stereotypes of the sector.
- i) To provide training, pathways, and opportunity for all employees

1.9 Safety Commitment

Our primary objective is to support and encourage safe rail operations across our entire organisation. BRC shall implement processes to identify competency requirements to ensure all rail safety workers have the knowledge and skills required to complete their work safely.

All employees are committed to achieving an injury free and healthy workplace by fostering an environment where everyone is committed to working safely and to the safety of their work colleagues.

Safety will not be compromised by productivity requirements.

Continuous improvement of safety performance, through the development and maintenance of a strong safety culture is key priority in all aspects of our business activities.

2. Part B – Terms and Conditions of Employment

2.1 Employment Status

Employees can be engaged on a Permanent, Temporary or Casual basis.

2.1.1 Permanent

A permanent employee is engaged either full time or part time on an ongoing basis with no fixed end date.

2.1.2 Temporary

A temporary employee is engaged in either a full or part-time capacity for a specified period of time or task or for a maximum term. All employees employed on a temporary basis will be for a specified period of time or task or maximum term with no expectation of ongoing work at the conclusion of the employment.

2.1.3 Casual

A Casual employee will be engaged as per clause 2.2.3 – Casual Employee.

2.2 Employment Type

2.2.1 Full-time Employee

A Full-time Employee's ordinary hours of work are an average of thirty-eight (38) hours per week over a 16 week roster cycle.

2.2.2 Part-time Employee

A Part-time Employee's ordinary hours of work are an agreed average of less than thirty-eight (38) hours per week over a 16 week roster cycle. A Part-time Employee will receive on a pro rata basis, equivalent pay and conditions to those of Full-time Employees who do the same work.

2.2.3 Casual Employee

A Casual employee:

- a) Is offered a job by BRC;
- b) Is given no firm advance commitment that work will continue indefinitely or with an agreed pattern of work by BRC;
- c) Accepts the job offer knowing there is no firm advance commitment and becomes an employee of BRC
- d) does not receive the Loaded Remuneration Rate: and
- e) for each ordinary hour worked, will be paid the Base Remuneration Rate plus 25% casual loading in lieu of annual leave, paid personal/carer's leave, other paid leave, notice of termination, redundancy benefits and other entitlements of full-time or part-time employment.
- f) Will receive any applicable overtime and penalties as prescribed in clauses 4.7 – Overtime and 4.8 – Penalty Rates

2.2.4 Casual Conversion

A person engaged as a casual employee may have their employment converted to full-time or part-time employment in the following circumstances:

Offers of Casual Conversion will be made by BRC where;

- a) An employee has been employed for a period of 12 months;
- b) An employee has worked a regular pattern of hours for at least 6 months on an ongoing basis; and
- c) It is determined an employee's regular hours could continue as a permanent employee without significant changes.

Requests for Casual Conversion can be made by an employee where;

- d) An employee has been employed for a period of 12 months;
- e) An employee has worked a regular pattern of hours for at least 6 months on an ongoing basis;
- f) An employee's regular hours could continue as a permanent employee without significant changes;
- g) An employee hasn't refused a previous offer to become a permanent employee in the last 6 months;
- h) BRC hasn't advised an employee in the previous 6 months that they won't offer casual conversion on reasonable grounds: and
- i) BRC hasn't already refused a request from the employee to become a permanent employee based on reasonable grounds in the last 6 months.
- j) Any request under this clause must be in writing and provided to BRC.
- k) Where a regular casual employee seeks to convert to full-time or part-time employment, BRC may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- l) Reasonable grounds for refusal include that:
 - i. it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this Agreement—that is, the casual employee is not truly a regular casual employee as defined in clause 2.2.5 b);
 - ii. it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - iii. it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - iv. it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- m) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- n) Where BRC refuses a regular casual employee's request to convert, BRC must provide the casual employee with their reasons for refusal in writing within 21 days of the request being made.
- o) If the employee does not accept BRC's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 2.6 – Dispute Resolution. Under that procedure, the employee or BRC may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- p) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause BRC and the employee must discuss and record in writing:

- i. the form of employment to which the employee will convert—that is, full-time or part-time employment; and
 - ii. if it is agreed that the employee will become a part-time employee, the matters referred to in clause 2.2.2.
- q) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
 - r) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of BRC.
 - s) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
 - t) Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits BRC to require a regular casual employee to so convert.
 - u) Nothing in this clause requires BRC to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
 - v) BRC must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this clause within the first 12 months of the employee's first engagement to perform work
 - w) A casual employee's right to request to convert is not affected if BRC fails to comply with the notice requirements in the above clause.

2.3 Individual Flexibility Agreements

2.3.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

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

2.3.2 The employer must ensure that the terms of the individual flexibility arrangement:

- a) are about permitted matters under section 172 of the Fair Work Act 2009; and
- b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
- c) result in the employee being better off overall than the employee would be if no arrangement was made.

2.3.3 The employer must ensure that the individual flexibility arrangement:

- a) is in writing; and
- b) includes the name of the employer and employee; and
- c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

- d) includes details of:
 - i. the terms of the enterprise agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. how the 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
- e) states the day on which the arrangement commences.

The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

2.3.4 The employer or employee may terminate the individual flexibility arrangement:

- a) by giving no more than 28 days written notice to the other party to the arrangement; or
- b) if the employer and employee agree in writing at any time.

2.3.5 Eligible employees may apply for Flexible Work Arrangements as per the Fair Work Act 2009.

2.4 Consultation on Major Change and Change of Regular Rosters

2.4.1 This term applies if the employer:

- a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- b) proposes to introduce a change to the Master Roster or ordinary hours of work of employees.

Major change

2.4.2 For a major change referred to in paragraph (2.4.1 a):

- a) the employer must notify the relevant employees of the decision to introduce the major change; and
- b) subclauses (2.4.3) to (2.4.9) apply.

2.4.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

2.4.4 If:

- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

2.4.5 As soon as practicable after making its decision, the employer must:

- a) discuss with the relevant employees:
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the employees; and
 - iii. measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- b) for the purposes of the discussion, provide, in writing, to the relevant employees:
 - i. all relevant information about the change including the nature of the change proposed; and
 - ii. information about the expected effects of the change on the employees; and
 - iii. any other matters likely to affect the employees.

2.4.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

2.4.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

2.4.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2.4.2 a) and subclauses (2.4.3) and (2.4.5) are taken not to apply.

2.4.9 In this term, a major change is likely to have a significant effect on employees if it results in:

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

Change to Master roster or ordinary hours of work

2.4.10 For a change referred to in paragraph (2.4.1 b):

- a) the employer must notify the relevant employees of the proposed change; and
- b) subclauses (2.4.11) to (2.4.15) apply.

2.4.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.

2.4.12 If:

- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

2.4.13 As soon as practicable after proposing to introduce the change, the employer must:

- a) discuss with the relevant employees the introduction of the change; and
- b) for the purposes of the discussion--provide to the relevant employees:
 - i. all relevant information about the change, including the nature of the change; and
 - ii. information about what the employer reasonably believes will be the effects of the change on the employees; and

- iii. information about any other matters that the employer reasonably believes are likely to affect the employees; and
- c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

2.4.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

2.4.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

2.4.16 In this term:

"relevant employees" means the employees who may be affected by a change referred to in subclause (2.4.1).

Consultation does not constitute the reaching of agreement with employees on new or changed rosters, however BRC is committed to genuinely attempting to reach agreement via consultation provisions.

2.5 Transition to Retirement

BRC recognises the need to retain the skills and knowledge provided by its experienced employees and will discuss and explore options with employees seeking to transition into retirement which may include a reduced working capacity.

2.6 Dispute Resolution

2.6.1 If a dispute relates to:

- a) a matter arising under the agreement; or
- b) the National Employment Standards;

this term sets out procedures to settle the dispute.

2.6.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

2.6.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors.

2.6.4 Should the dispute be unable to be resolved in the first instance at the workplace level, the dispute will be escalated to management in an attempt to resolve the dispute.

2.6.5 If discussions at the workplace level and/or with management do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.

2.6.6 The Fair Work Commission may deal with the dispute in 2 stages:

- a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties.

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

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

2.6.7

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

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

2.6.8

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

2.7 Termination of Employment

BRC may terminate an employee's employment for reasons including but not limited to misconduct, poor performance and redundancy. In any case, discussions will be undertaken between BRC and the Employee to discuss the matter prior to the termination taking place.

Where a decision to terminate an employee's employment has been reached, the period of notice of termination by an Employee or Employer is as per the table below.

Period of Continuous Service	Period of Notice
One year or less	One week
More than one year but not more than three years	Two weeks
More than three years but not more than five years	Three weeks
More than 5 years	Four weeks

If the Employee is over 45 years old and has completed at least two years of service at the time notice is given by the Employer, the Employee will receive an additional one week's notice. The additional one week notice period does not apply in circumstances where the Employee is providing notice of termination (resignation).

Should BRC not require the applicable notice period to be worked by the Employee, payment in lieu of the notice period above will be made.

The period of notice does not apply:

- a) in the case of dismissal for serious misconduct;
- b) to Employees engaged for a specified period of time or task where the employment ends on the specified date or task;
- c) to trainees whose employment is under a traineeship agreement or an approved traineeship;
- d) to casual employees.

2.8 Redundancy

A position may be declared redundant where the key functions of the position are no longer required or are not required to be performed by a single position. This may occur because of restructuring, changes in work methods or the introduction of new technology, financial need, a decision to cease offering or vary the provision of a service, or a decision to deliver a service externally.

- a) Redundancy does not apply in the following circumstances:
 - i. employees with less than 12 months service with BRC
 - ii. employees employed for a specified period of time, task or maximum term and employment ends at the completion of that period, task or term
 - iii. employees dismissed for serious misconduct
 - iv. casual employees
 - v. trainees engaged only for the length of the training agreement.
 - vi. the employee is offered (and accepts) an alternate role within BRC or the wider Adani group on comparable terms and conditions and with continuity of service.
- b) Where a position is declared redundant, any Employee directly affected by such a decision will be notified immediately in writing.
- c) A retrenched Employee shall be eligible for a separation package incorporating the following benefits:
 - i. Notice or payment in lieu of notice in accordance with the clause 2.7; and
 - ii. the National Employment Standards (NES) redundancy entitlement.

3. Part C – Classifications, Wages and Related Matters

3.1 Classification

Trainee Driver	Is an employee who undertakes induction and training in Rail Operations and does not work shift work.
RO1 Trainee Driver	Is an employee who undertakes on the job training in Rail Operations and works shift work.
RO2 Driver Under Instruction	Is an employee who has completed practical training in traction and Safeworking and all classroom components of Cert IV in Train Driving (or equivalent), undertakes the duties and responsibilities of a Driver under instruction from another qualified Driver and works shift work.
RO3 Local Driver	Is an employee who holds a Cert IV in Train Driving (or equivalent), undertakes the duties and responsibilities of a local Train Driver and works shift work.
RO4 Main Line Driver	Is an employee who holds a Cert IV in Train Driving (or equivalent) and undertakes the duties and responsibilities of a Mainline Train Driver and works shift work.

All employees will be required to perform Service Delivery tasks and assist other employees in Rail operations (e.g. shunting, provisioning and mentoring of other Drivers or Trainees with respect to routes and skills in which the employee is currently qualified.)

3.2 Wage Increases

The Base and Loaded Remuneration Rates will be increased as per the table below and will be effective from the first full pay period following the Commencement Date and subsequent anniversary dates.

Anniversary Date	Increase
Commencement Date	2%
12 months after Commencement Date	2%
24 months after Commencement Date	2%

3.3 Rates of Pay

3.3.1 Base Remuneration Rate

Employees will be paid the Base Remuneration Rate where they are not available 24 hours per day, seven (7) days per week, including public holidays and/or are not able to perform all duties as required.

		Commencement Date	12 months after Commencement Date	24 months after Commencement Date
Trainee	Hourly	\$26.42	\$26.95	\$27.49
	Fortnightly	2,007.77	\$2,047.92	\$2,088.88
	Annually	\$52,201.97	\$53,246.01	\$54,310.93
RO1	Hourly	\$26.42	\$26.95	\$27.49
	Fortnightly	\$2,007.77	\$2,047.92	\$2,088.88
	Annually	\$52,201.97	\$53,246.01	\$54,310.93
RO2	Hourly	\$32.23	\$32.88	\$33.53
	Fortnightly	\$2,449.63	\$2,498.62	\$2,548.60
	Annually	\$63,690.43	\$64,964.24	\$66,263.52
RO3	Hourly	\$39.98	\$40.78	\$41.60
	Fortnightly	\$3,038.78	\$3,099.56	\$3,161.55
	Annually	\$79,008.38	\$80,588.55	\$82,200.32
RO4	Hourly	\$39.98	\$40.78	\$41.60
	Fortnightly	\$3,038.78	\$3,099.56	\$3,161.55
	Annually	\$79,008.38	\$80,588.55	\$82,200.32

3.3.2 Loaded Remuneration Rate

Employees will be paid the loaded rate if they are available 24 hours per day, seven (7) days per week, including public holidays and are able to perform all duties as required.

The loaded rate includes payment for all ordinary hours, penalty rates, public holidays worked and all applicable allowances otherwise payable to Employees for work covered by this Agreement. In addition, employees required to work on Christmas Day (25 December), will be paid at 170% of their Loaded Remuneration Rate for any time worked between 00:00am until 23:59pm.

The Loaded Remuneration Rate excludes overtime and superannuation.

		Commencement Date	12 months after Commencement Date	24 months after Commencement Date
Trainee	Hourly	\$31.07	\$31.69	\$32.33
	Fortnightly	\$2,361.32	\$2,408.54	\$2,456.72
	Annually	\$61,394.27	\$62,622.15	\$63,874.60
RO1	Hourly	\$46.77	\$47.70	\$48.66
	Fortnightly	\$3,554.25	\$3,625.34	\$3,697.84
	Annually	\$92,410.50	\$94,258.71	\$96,143.88
RO2	Hourly	\$55.73	\$56.84	\$57.98
	Fortnightly	\$4,235.16	\$4,319.86	\$4,406.26
	Annually	\$110,114.13	\$112,316.41	\$114,562.74
RO3	Hourly	\$67.65	\$69.00	\$70.38
	Fortnightly	\$5,141.30	\$5,244.13	\$5,349.01
	Annually	\$133,673.93	\$136,347.41	\$139,074.35
RO4	Hourly	\$72.48	\$73.93	\$75.40
	Fortnightly	\$5,508.18	\$5,618.35	\$5,730.71
	Annually	\$143,212.76	\$146,077.02	\$148,998.56

3.4 Allowances

Allowance Type	Description	Amount
First Aid Allowance	Will be paid to an employee appointed by BRC as a first aid officer who is trained to provide first aid and is a current holder of appropriate first aid qualifications	\$18.00 per week
Meal Allowance	Will be paid to an employee who works more than 2 overtime hours in a shift where the shift length is at least 10 hours.	\$18.00 per shift

Allowances will be indexed in line with the percentage increase as per clause 3.2 – Wage Increases.

3.5 Superannuation

- a) BRC will pay superannuation in accordance with the *Superannuation Guarantee (Administration) Act 1992 (Cth)*.
- b) An employee will be entitled to have Employer superannuation contributions made to a complying superannuation fund or scheme nominated by the Employee.
- c) From 1 November 2021, where an employee does not choose a super fund, BRC will conduct a search with the ATO for an existing super account for the employee, known as a 'stapled super fund', to pay the employee's super guarantee contributions into.
- d) Resource Super will be the default superannuation fund for Employees who elect not to nominate a complying superannuation fund or scheme and/or do not have a stapled super fund.
- e) Employees may choose to make additional personal superannuation contributions of a fixed amount or percentage deducted from their pre-tax income (salary sacrifice) or post-tax income, each pay period.
- f) Total Fixed Remuneration Rate for all purposes, including superannuation for Employees entering into salary sacrifice arrangement, will be calculated as if a salary sacrifice arrangement did not exist.
- g) Employees are encouraged to seek their own financial and/or legal advice with regards to personal superannuation contributions

3.6 Payment of Wages

Employees will be paid fortnightly (2 weeks) in arrears via Electronic Transfer (EFT) into a nominated bank account by the Employee.

For regularity and consistency purposes, Full-time employees will be paid 38 hours per week (76 hours per fortnight), representing the average 38 hours per week worked over a 16-week Roster Cycle.

4. Part D – Hours of Work and Related Matters

4.1 Ordinary Hours of Work

This clause is to be considered in conjunction with clause 2.3 (Individual Flexibility Agreements).

- a) The ordinary hours of work are 38 hours per week averaged over a 16-week roster cycle (Roster Cycle) and in accordance with the Master and Operational Rosters.
- b) Employees may be required to work up to 12 Ordinary Hours per shift.
- c) Minimum shift length will be 6 hours for full time employees.
- d) Part-time and casual employees will be engaged and paid for at least 4 consecutive hours of work on each occasion they are required to attend work.
- e) The ordinary hours of work shall not exceed 608 hours over a 16 week Roster Cycle. This is equivalent to an average of 38 hours per week over 16 weeks.
- f) Ordinary hours of work may be worked on any day at any time.
- g) The ordinary hours of work for employees on a Loaded Remuneration Rate includes work on Public Holidays.
- h) The start and finish time of work on any shift will be determined by BRC in accordance with operational requirements, train scheduling and the Operational Roster.
- i) The ordinary hours of work for a Part-time employee will be in accordance with clause 2.2.2 – Part-time Employee and 4.1d)
- j) The ordinary hours of work for a Casual employee will be in accordance with clause 2.2.3 – Casual Employee and 4.1d)

4.2 Reconciliation of Hours

Hours worked by an Employee will be reconciled against their averaged 38 hours per week over the Roster Cycle to ensure hours of work do not exceed 608 during the 16-week period. Where an Employee has exceeded 608 hours in a 16-week period, the excess hours will be deemed and paid in addition to the Annualised Salary as overtime.

4.3 Meal Breaks

Employees are entitled to a 30-minute paid meal break after 5 consecutive hours of work. Employees are required to take their Meal Breaks where possible, during loading or unloading or scheduled dwells. Trains are not to be delayed for the purposes of employees taking a meal break. No additional payment will be made, or additional hours credited as time in lieu, for the taking of Meal Breaks or where Meal Breaks are not taken.

4.4 Rosters

4.4.1 Master Roster:

The Master Roster defines the periods an employee is available to be rostered and the nominated Rostered Off Periods.

The Master Roster will be provided to employees 14 days in advance of the commencement.

The current Master Roster has been established on the principle of a rostered off period (ROP) of 104 hours. Employees shall not be required to work an ordinary shift beyond 0600 hrs on their first ROP. The 104 hours ROP will commence from the last ordinary hour worked into the ROP. In the event the master roster changes to a rostered off period of less than 104 hours, employees will be

offered a choice of continuing with the ROP roster and not be required to work beyond 0600 on their first ROP. Alternatively, the employee will be offered an RDO roster where the employee shall not be required to work an ordinary shift beyond 23:59 hrs on their last rostered shift before an RDO. For clarity, any time worked beyond the agreed ordinary shift time into an ROP or RDO will be considered overtime and paid as such.

4.4.2 Operational Roster:

- a) The Operational Roster is a 48-hour roster that identifies an Employee's anticipated start and finish times per shift.
- b) The Operational Roster is determined by train scheduling.
- c) The Operational Roster is forecast for a 48-hour period and may be changed subject to Lift Up and Lay Back provisions contained within the Agreement.
- d) Employees will be provided an electronic copy the Operational Roster no less than 48 hours prior to commencement of each shift. In the event an electronic copy is not available, employees will be notified via telephone of their operational roster.
- e) Employees required to work beyond midnight on the final shift of their four-shift rostered on period, will be paid 170% for any time worked from midnight until 6am.
- f) Employees returning to work after a ROP, will not be rostered earlier than 6am unless subject to Lift up/Lay Back requirements or by mutual agreement to change the start time. Any work undertaken prior to 6am until 6am will be paid at 170%.

4.5 Breaks Between Shifts

Employees will be rostered with a minimum break of 12 hours between successive shifts or when in Barracks location, a minimum break of 8 hours between successive shifts.

Where an employee has not had at least the minimum required break between successive shifts the employee will be released until they have had the required minimum break without loss of pay for any ordinary time occurring during such absence.

4.6 Cancellation of Shifts

If, due to business requirements or other events, an employee's shift is cancelled and the employee is unable to be provided alternative work or is not required to work, the minimum rostered shift hours will be applied to the Employees aggregated ordinary hours over the 16-week roster cycle period.

4.7 Overtime

Employees will be paid overtime;

- a) for any hours worked during Rostered Off Periods (ROP's) in which case they will be paid in the fortnight in which the overtime was worked;
- b) where the employee has worked in excess of the averaged 38 hours per week over the Roster Cycle. (i.e. in excess of 608 hours over the 16-week roster period) in which case the employee will be paid the overtime in the pay fortnight following the 16-week reconciliation period.

Overtime Hours are in addition to an Employees Ordinary Hours and do not count towards the calculation of an employee's average of 38 ordinary hours.

4.7.1 Overtime Rates

For full-time and part-time employees, all overtime as defined in clauses 4.7 a) and 4.7 b) will be paid at the rate of 170% of the Loaded Remuneration Rate.

For casual employees, all overtime worked will be paid at the rate of 170% of the Base Remuneration Rate.

4.8 Penalty Rates

Effective from the date of commencement of this Agreement, Full-time, Part-time and Casual employees will be entitled to the following Penalties:

Employees receiving the Loaded Remuneration Rate have been compensated for the following Penalties as part of their Loaded Remuneration Rate calculation.

Shift Penalties

Afternoon Shift	any shift that commences before 6pm and concludes after 6.30pm	\$3.13 per hour
Early Morning Shift	any shift that commences at or between 4am and 5.30am	\$3.13 per hour
Night Shift	any shift that commences at or between 6pm and 3.59am.	\$3.72 per hour
Permanent night shift	Works permanent night shift	\$7.07 per hour

Shift Penalties will be indexed in line with the percentage increase as per clause 3.2 – Wage Increases.

Weekend and Public Holiday Penalties

Saturday Work	Any ordinary hours worked on a Saturday between 00:01 and 24:00	150% for all hours worked
Sunday work	Any ordinary hours worked on a Sunday between 00:01 and 24:00	200% for all hours worked
Public Holiday work	Any ordinary hours worked on a designated public holiday as defined in clause 5.16 - Public Holidays	250% for all hours worked

4.9 Barracks Layover

Employees required to layover in a Barracks location will be provided with appropriate accommodation. Employees are required to spend a minimum 8 hours in Barracks for rest and recuperation purposes, prior to signing on for work. Where a Barracks layover surpasses 14 hours, the Employee will be paid 130% for any time between 14 hours and 16 hours duration, spent in Barracks. Any time post 16 hours spent in Barracks will attract 170% payment.

5. Part E – Leave and Public Holidays

5.1 General Provisions

The provisions of this section, (unless otherwise specified), will not apply to casual employees. Part-time employees will be eligible to leave in accordance with this Section (Part E) on a pro rata basis.

5.2 Annual Leave

- a) Full time Employees will be entitled to the following:
 - i. 4 weeks (152 hours) annual leave or
 - ii. 5 weeks (190 hours) annual leave for a shiftworker as defined, who regularly works Sundays & Public Holidays.
- b) Part time Employees will be entitled to the same weekly entitlement as above however their hours will be pro-rated hours to account for part time employment.
- c) Where a Public Holiday falls during a period of annual leave, the day of the Public Holiday will not be deducted from the Employee's leave entitlement.
- d) An Employee will be paid at their Loaded Remuneration Rate during periods of annual leave.
- e) Due to operational requirements, annual leave is to be taken in blocks of 4 shifts. Management discretion will be applied in special circumstances for employees seeking to take shorter periods and will not be unreasonably refused.
- f) Annual leave is to be taken at times as mutually agreed.
- g) An Employee will have 10.85 hours deducted from their Annual Leave entitlement per shift of annual leave taken.
- h) Annual leave will be paid during the fortnightly pay period the Employee takes the annual leave.

5.2.1 Excessive Annual Leave

Where an employee has accumulated more than eight (8) weeks (304 hours) annual leave, or 10 weeks (380 hours) in the case of a shift worker, BRC will discuss the taking of annual leave with the employee to reduce their leave balance to four (4) weeks (152 hours) or (5) weeks (190 hours) for a shift worker. Where an agreement cannot be reached between the employee and BRC on the taking of such leave, BRC can direct an employee to take excessive annual leave to reduce the employees leave balance.

The above leave accumulations, as they are expressed in hourly accruals, are for full time employees. Part time employees will have pro-rated hourly accumulations to account for part time employment.

5.3 Personal/Carers Leave

Personal/Carers Leave may be taken in the following circumstances:

- Where an employee is unfit for work due to personal illness or injury;
- To provide care or support to a member of the employee's immediately family, or a member of the employee's household where they are ill or require care due to an unexpected emergency.

Full time employees other than casual employees will be entitled to 10 days at 10.85 hours per day (108.5 hours) paid Personal/Carers Leave per annum. Unused leave will accumulate each year.

Employees are also entitled to 2 days unpaid Carers Leave per occasion for caring purposes (including casuals).

Where an employee has a Personal/Carers Leave entitlement:

- they will be paid at their Loaded Remuneration Rate;
- they will have 10.85 hours deducted from their Personal Leave entitlement per shift of personal leave taken; and
- they will be paid during the fortnightly pay period they take the personal leave.

Where required by BRC, an employee must provide medical evidence, proof of illness or other evidence that would satisfy a reasonable person, where:

- a) the employee is absent for 2 or more shifts consecutively;
- b) the employee has had 4 single day absences in a calendar year period.
- c) BRC has identified a pattern in regard to any absences.

5.4 Compassionate Leave

Employees other than casual employees will be entitled to be absent and be paid up to 3 days (32.55 hours) per occasion a member of the employee's immediate family or household:

- contracts or develops a personal illness that poses a serious threat to his or her life;
- Sustains a life threatening injury that poses a serious threat to his or her life; or
- Dies.

An Employee will be paid at their Loaded Remuneration Rate during periods of compassionate leave and will have 10.85 hours per shift recorded and paid during the fortnightly pay period the Employee takes compassionate leave.

5.5 Trauma Leave

Employees other than casual employees involved in an incident that causes an impairment or traumatises the Employee, may be granted and paid 2 days (21.7 hours) Trauma Leave for the purposes of attending counselling or medical attention.

Approval of such leave will be at the discretion of the Employer

An Employee will be paid at their Loaded Remuneration Rate during periods of trauma leave and will have 10.85 hours per shift recorded and paid during the fortnightly pay period the Employee takes trauma leave.

5.6 Long Service Leave

Long Service Leave entitlements will be in accordance with the Industrial Relations Act 2016 (QLD).

5.7 Parental Leave

Parental Leave will be in accordance with the NES and any paid parental leave provided by the federal government or by BRC independent of this Agreement.

Eligible Employees are entitled to unpaid parental leave under this clause if the leave is associated with the birth of a Child of the Employee, the Employee's Spouse, or the placement of a Child with the Employee for adoption.

5.7.1 Summary of Parental Leave Entitlements

An Eligible Employee, who has, completed 12 months paid continuous service, is entitled to up to 52 weeks unpaid parental leave, comprising:

Parental Leave Entitlements

	Paid Leave	Unpaid Leave	Total
Primary Caregiver (Maternity)	16 weeks (608 hours)	36 weeks	52 weeks
Secondary Caregiver (Partner)	2 weeks (76 hours)	50 weeks	52 weeks

5.8 Defence Force Leave

Employees who are required to be released for Defence Force duties (in accordance with the *Defence Reserve Service (Protection) Act 2001 (Cth)*), will be entitled to be released from their position without loss of income for up to 4 weeks (152 hours). All requests for Defence Force Leave must be approved by the Employer and require satisfactory supporting documentation. Such leave will not be deemed a break in service with regards to an Employees continuous service period.

5.9 Jury Service

Jury Service Leave is provided for in the NES. This clause supplements the NES with regards to such leave.

An Employee will notify the Employer as soon as possible of the date upon which they are required to attend for jury service.

An Employee required to attend for jury service during their ordinary hours of work will be reimbursed by the Employer an amount equal to the difference between the amount paid to them for their attendance for jury service, and the amount they would have received had they not been on jury service.

The Employee will provide Satisfactory Evidence of proof of attendance, the duration of the attendance and the payment amount received in respect of the jury service.

5.10 Religious, Cultural and Ceremonial Leave

Employees other than casual employees are entitled to up to 3 days (32.55 hours) paid leave per calendar year, for the purpose of fulfilling or observing religious, ceremonial or culturally significant days. In addition, employees are also entitled to take leave without pay for a maximum of ten days. Reasonable evidence may be required in support of leave applied for and taken under this clause.

An Employee will be paid at their Loaded Remuneration Rate during periods of religious, cultural, and ceremonial leave and will have 10.85 hours per shift recorded and paid during the fortnightly pay period the Employee takes the leave.

Such leave will not accrue from year to year and will not be paid out on termination.

Such leave is in addition to leave granted under the compassionate or bereavement leave provisions.

5.11 Domestic Violence Leave

Employees other than casual employees are entitled to 5 days paid family and domestic violence leave each year. Special circumstances will be considered on a case-by-case basis and may include additional time off and/or alternative support to an employee subject to management approval.

An Employee will be paid at their Loaded Remuneration Rate during periods of domestic violence leave and will have 10.85 hours per shift recorded and paid during the fortnightly pay period the Employee takes the leave.

5.12 Community Services Leave

BRC encourages and supports involvement by employees in community service activities that benefit the Bowen community. Where an Employee (other than a casual employee), who is a current registered volunteer member of the State Emergency Service (SES) and / or Queensland Fire and Emergency Services (QFES), is called out to assist one of these agencies in an emergency, the Employee shall be granted 3 days paid leave to attend to the emergency, provided that the Employee advises their Supervisor in writing that they are a current registered volunteer member of the SES and / or QFES and provide proof of such registration. In the event of an emergency, approval to leave the place of work must be granted by the Supervisor

5.13 Public Holidays

Public Holidays recognised by BRC are as published by the Queensland Government and normally include:

- New Year's Day
- Australia Day
- Good Friday
- Easter Saturday
- Easter Sunday
- Easter Monday
- Anzac Day
- Labour day (to be observed on the first Monday in May)
- Birthday of the Sovereign (Queen's Birthday) (to be observed on the first Monday in October)
- Christmas Eve (24 December) 6pm to midnight
- Christmas Day
- Boxing Day
- Show Day (Bowen Annual Show Day)
- Any other days declared as 'in addition' to another public holiday.

Where a public holiday is gazetted to another day (the substituted day), the original day will be the recognised public holiday for the purposes of the Agreement. (i.e. if New Year's Day falls on a Saturday and Monday is the substituted public holiday, Saturday will be the day recognised as the public holiday and the Monday will be recognised as a normal working day).

6. Signatory Page

SIGNED FOR AND ON BEHALF OF:

Bowen Rail Company Pty Ltd



22-10-21

Date

Name: BRENDAN LANE

Position: GENERAL MANAGER

Address: 1306 / 6-24 MARINERS DRIVE, TOWNSVILLE CITY.



22/10/21

Witness

Date

Australian Federated Union of Locomotive Employees (AFULE)



22/10/21

Date

Name: MICHAEL A WITRICK

Position: AFULE STATE SECRETARY

Address: 41 PEEL ST. SOUTH BRISBANE 4101



22/10/21

Witness

Date

**UNDERTAKING
Section 190**

Bowen Rail Company Enterprise Agreement (No.1) 2021

AG2021/8004

On 22 October 2021, Bowen Rail Company ("Employer") applied to the Fair Work Commission ("FWC") pursuant to section 185 of the *Fair Work Act 2009* (Cth) ("Act") for the approval of an enterprise agreement to be known as the *Bowen Rail Company Enterprise Agreement (No.1) 2021* ("Agreement").

I have been given authority by the Employer to make the following undertakings pursuant to section 190 of the Act in relation to the Agreement:

1. Clause 1.6 definition - **permanent night shiftworker** means an employee who regularly performs permanent night shift work.
2. Clause 5.2 a ii) - a permanent night shift worker will be entitled to five weeks annual leave.
3. Clause 5.4 – Compassionate Leave includes stillbirth/miscarriage as reasons for the applying for and taking of Compassionate Leave.
4. Clause 5.7.1 – Parental Leave includes the provision for employees to request an extension of unpaid parental leave for a period of up to 12 months.
5. Clause 5.9 – the following wording '*to provide satisfactory evidence to the payment amount received in respect of the jury service*' is to be removed and shall not apply.
6. Clause 5.12 – the following sentence '*in the event of an emergency, approval to leave the place of work must be granted by the Supervisor*' is to be removed.
7. Clause 2.2.2 – Part time employees will be entitled to overtime rates in circumstances where the hours worked over the 16-week period exceed their agreed average hours but do not exceed 38 hours.
8. Clause 5.1 - In the event of an inconsistency between the terms of this Agreement and the National Employment Standards (NES), and the NES provides a greater benefit to an employee, the NES provision will apply to the extent of the inconsistency.

DATED at Bowen this 5th day of November 2021

Signed for and on behalf of the Employer

.....
Signature of Authorised Representative

BREWIDAN LANE
.....
Name of Authorised Representative
(BLOCK LETTERS)

GENERAL MANAGER
.....
Title of Authorised Representative

1306/6-24 MARINERS DRIVE, TOWNSVILLE
.....
Address of Authorised Representative

.....
Signature of Witness

TANYA CONWAY
.....
Name of Witness
(BLOCK LETTERS)