



DECISION

Fair Work Act 2009

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

Queensland Rail Transit Authority T/A Queensland Rail (AG2020/2565)

QUEENSLAND RAIL TRAVEL AND TOURISM AND OTHER EMPLOYEES ENTERPRISE AGREEMENT 2020

Rail industry

COMMISSIONER SPENCER

BRISBANE, 14 SEPTEMBER 2020

Application for approval of the Queensland Rail Travel and Tourism and Other Employees Enterprise Agreement 2020.

[1] An application has been made for approval of an enterprise agreement known as the *Queensland Rail Travel and Tourism and Other Employees 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 Australian Rail, Tram and Bus Industry Union (the RTBU); the Australian Municipal, Administrative, Clerical and Services Union (the ASU); and the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (the CEPU) (being bargaining representatives for the Agreement) were sought regarding the undertakings. The RTBU, ASU, and CEPU 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 CEPU 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, CEPU.

[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

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia

**AG2020/2563 APPLICATION FOR THE APPROVAL OF THE
QUEENSLAND RAIL TRAVEL AND TOURISM AND OTHER EMPLOYEES ENTERPRISE AGREEMENT 2020**

UNDERTAKINGS – Section 190

1. I, Michael Gerard Hawkins, Senior Manager Employee Relations have the authority given to me by Queensland Rail Transit Authority to give the following undertakings with respect to the Queensland Rail Travel AND Tourism and Other Employees Enterprise Agreement 2020 .

NATIONAL EMPLOYMENT STANDARDS

Annual Leave

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

Personal Leave

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

Household Member

6. The Applicant recognises the Agreement restricts the definition of "Household Member" in the Glossary when compared with the National Employment Standards.
7. Pursuant to clause 8 of the Agreement, the following definition of "Household Member" is to be applied in lieu of the existing definition, for the purposes of the Agreement:

"Any household member that lives with the employee".

Family and Domestic Violence

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

Public Holidays

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

Shiftworkers

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

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

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

15. The Applicant considers the above undertaking to sufficiently address concerns raised by the Fair Work Commission in considering AG2020/2549 Application for the approval of the Queensland Rail Train Control Enterprise Agreement 2020.
16. Finally, Fair Work Commission's acceptance of this undertaking under section 190 of the Act will not cause financial detriment to any employee covered by the agreement or result in substantial changes to the agreement.

Signed on behalf of Queensland Rail Transit Authority

by its duly authorised representative



Representative Signature

MICHAEL GERARD HAWKINS

SENIOR MANAGER, EMPLOYEE RELATIONS

Full Name, Title of Representative (print)

305 Edward Street

Brisbane, Qld 4000

Address



Witness Signature

Sebastian Harris

Senior Employee Relations Advisor

Full Name, Title of Witness (print)

10/09/20

Date

Queensland Rail
Travel and Tourism and Other
Employees
Enterprise Agreement 2020

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

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1 Title of this agreement

The title of this Agreement is the Queensland Rail Travel and Tourism and Other Employees 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:
- 4.1.1 All Travel and Tourist employees whom a rate of pay and classification exists in this Agreement; and
 - 4.1.2 Authorised Officers and Senior Authorised Officers 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 Communications, the Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (ETU).

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%).

12 Occupational health and safety

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

13 Fitness for work – drug and alcohol testing

- 13.1 Fitness for work will be managed using the following principles:
- 13.1.1 Encourage culture of self-declaration without penalty if done so in good faith and prior to attendance at the workplace;
 - 13.1.2 Provision of support to those who are diagnosed as having a dependence on drugs and/or alcohol;
 - 13.1.3 Provision of support to those who may be required to take prescription medication that could affect their ability to undertake their role safely.

- 13.2** Employees are required to comply with the Business's alcohol and other drug testing program and reasonable testing programs of external companies if working on the external Business's site/s.
- 13.3** The Business's alcohol and other drug testing program will not use blood and/or urine.

Process for testing on external premises

- 13.4** Some drug and alcohol tests conducted at external premises might produce a positive test that indicates a potential health and well being risk. Many of the Business's customers expect their employees and suppliers to be drug-free, so it is damaging for the Business's relationship with its customers if its employees test positive, even though they may not be impaired at the time.
- 13.5** The Business will manage the issue of any positive tests at external premises in a sensitive and caring manner, mindful of the business impacts. It is expected that any employee who tests positive will work co-operatively with the Business with the objective of avoiding future re-occurrences.
- 13.6** The Business's employees will be required to abide by reasonable drug and alcohol testing policies of companies who have contracts with the Business, and who routinely require such testing of other contractors and internal employees.
- 13.7** A positive test at a customer's site may require the removal of the Business's employee from that customer's site. Each incident will be assessed on its merits using the Business's People Performance Framework, a typical approach would be:
- 13.7.1** If an employee tests positive under an external Business's testing policy, the employee may be removed from the site and may be taken home or to the quarters/motel if residing away from home. The employee's supervisor will schedule an interview to discuss the incident during the next rostered shift, with a view to offering counselling and medical assistance to help address any problem that might exist. A plan to ensure future tests do not produce a positive result will be jointly developed. A sensitive and caring approach will be taken by both the supervisor and the employee. This is not a disciplinary process and the employee will be paid as per the normal shift for all purposes of this clause.
- 13.7.2** If the employee tests positive a second time under an external Business's testing methodology within 6 months, an interview will be held. The employee may be required to produce a clear test before being rostered for work at any external premises that requires fitness for duty testing. A further action plan will be developed to ensure future tests do not produce a positive result. An

employee may be directed to participate in counselling and/or obtain other medical assistance to address the apparent problem. Such participation is not a disciplinary process and the employee will be paid as per the normal shift for all purposes of this clause.

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

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

14 Fitness for work - fatigue management

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

14.2 Fatigue will be managed through the MD-10-178 Fatigue Risk Management Standard which includes the use of a tool to ensure fatigue is managed in the formulation of rosters.

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

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 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.

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

Definition of “significant effects”

- 21.13** For the purposes of the consultation clause of this Agreement, “significant effects” include:
- 21.13.1** termination of employment of employees; or
 - 21.13.2** major change to the composition, operation or size of the employer’s workforce or in the skills required of employees; or
 - 21.13.3** the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 21.13.4** the alteration of hours of work;
 - 21.13.5** the need to retrain employees; or
 - 21.13.6** the need to relocate employees to another workplace; or
 - 21.13.7** the restructuring of jobs.
- 21.14** Provided that where this agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

Relevant Employees

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

22 Quarterly business consultative forum

- 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.

23 Disputes procedure

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

STEP 1:

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

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

STEP 2:

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

STEP 3:

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

The written notice of dispute must contain these details:

- i. The location of the dispute
- ii. The subject of the dispute
- iii. The particulars of the dispute

iv. At least one proposed resolution of the dispute.

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

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

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

STEP 4:

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

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

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

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

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

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

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

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

24 Contract of employment

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

Work flexibility

- 24.7** The parties are committed to:
- 24.7.1** Full flexibility in the performance of employee duties including the requirement to perform a wider range of duties. This may include work which is incidental or peripheral to their core qualifications, tasks, responsibilities, functions, licensing and/or legislative requirements as outlined in the relevant classification competencies.
 - 24.7.2** Not requiring an employee to perform a task that is outside the employee's competence or to promote de-skilling.

- 24.7.3** Employees performing their duties across a range of the Business's locations including various depots and other work sites. This may include locations anywhere within Australia. The Business gives a commitment where there is a requirement for interstate work that is not part of the employee's normal work roster or practices and mobility is not contained within the employee's contract of employment the resourcing requirement will be filled by a voluntary process. The voluntary process will be conducted without duress on employees, and with consideration for employee's family life commitments. The process will be managed as an expression of interest.

25 Full-time employment

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

26 Part-time employment

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

equivalent of 1 full-time role. Job sharing can only occur with the agreement of the Company and the 2 employees concerned.

- 26.10** A part-time employee who works in excess of their rostered ordinary hours will be paid for all such excess hours worked in accordance with the overtime clause.

27 Fixed-term employment

- 27.1** Fixed-term employees are those who are engaged for a specific purpose. This will be in relation to a specific task or a specific time period such as:

- 27.1.1** Parental leave coverage;
- 27.1.2** Non-core work;
- 27.1.3** One off builds/ projects; or
- 27.1.4** Periods of approved leave.

- 27.2** The business will only employ people in a fixed term capacity where there is a genuine need to do so.

- 27.3** Where a fixed term engagement extends for more than 2 years or involves more than 5 consecutive fixed term engagements at the same location, the employee is to be engaged / converted to permanent employment with the condition that the employee will be subject to involuntary redundancy and termination payments as provided in the relevant Business policies as amended from time to time.

- 27.4** Where an employee's employment status is converted as outlined in clause 27.3 and has been employed for more than 4 years, the employee will no longer be subject to involuntary redundancy.

28 Casual employment

- 28.1** Casual employees:

- 28.1.1** Are employed on an irregular basis, with no set routine or work pattern (i.e. hours of work varying from week to week, with inconsistent starting or finishing times);
- 28.1.2** have no guarantee of ongoing employment and are engaged on an "as needs" basis;
- 28.1.3** are free to refuse offers of work at any time due to other commitments; and
- 28.1.4** are identified in writing as a casual at the commencement of their employment.

- 28.2** The minimum shift for a casual employee is 4 hours unless the casual employee is replacing a part-time employee whose rostered hours for the shift are less than 4 hours. In such cases, the minimum shift for the casual employee is the length of the part-time employee's rostered shift.
- 28.3** Casual employees will receive a 23% loading in addition to their base rate of pay. This loading will be paid in addition to any applicable penalty rates, overtime payments or allowances.

Casual Conversion

- 28.4** In order to provide pathways to permanent employment, where a casual employee has been employed on a regular and systematic basis for a period of at least 6 months (cumulatively), they will have the option to apply to convert their employment status in their current role to either permanent part-time or permanent full-time.
- 28.5** If the Business agrees (and such agreement will not be unreasonably withheld), the minimum hours of work on appointment will be calculated on the average of the hours worked each week over the preceding six (6) month period, with a minimum of 10 hours per week.
- 28.6** Prior to the completion of six (6) months cumulative service, the Business will provide notice to a casual employee regarding the above option.

29 Individual flexibility arrangements

- 29.1** This sub-clause applies to all employees covered by this agreement.
- 29.2** These flexibility provisions establish both the standard employment conditions and the framework within which a flexibility arrangement can be reached varying the effect of a particular provision in order to meet the genuine needs of the employee and the Business. These flexibility provisions will not be used as a device to avoid the Business's employment obligations.
- 29.3** This sub-clause does not permit any variation the effect of which would be to vary the effect of the NES in a way not permitted by the Fair Work Act 2009.
- 29.4** The Business must ensure that any flexibility arrangement made pursuant to this clause:
- 29.4.1** Must be about matters that would be permitted matters if the arrangement was an enterprise agreement; and
 - 29.4.2** Must not include a term that would be an unlawful term if the arrangement was an enterprise agreement.

29.5 A genuine agreement can be reached between the Business and an individual employee at a particular site or a particular section of a site in relation to the following clauses (or sub-clauses) of this agreement:

- annual leave loading

29.6 The Business must ensure that any flexibility arrangement agreed to must result in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.

29.7 The Business must ensure that the individual flexibility arrangement must be in writing and signed:

29.7.1 By the employee and the Business; and

29.7.2 If the employee is under 18 - by a parent or guardian of the employee; and

29.7.3 Includes details of:

- The terms of the enterprise agreement that will be varied by the arrangement; and how the arrangement will vary the effect of the terms; and how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- States the day on which the arrangements commence.

29.8 The Business will ensure that a copy of the individual flexibility arrangement is given to the employee within 14 days of the arrangement being agreed.

29.9 Any individual flexibility arrangement may be terminated:

29.9.1 On no more than 28 days written notice given by the Business or the employee; or

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

30 Enhanced remuneration packages

30.1 Enhanced Remuneration Package arrangements may be utilised where there is a clearly identified operational need such as the need to attract or retain an employee or employees where there is a business need. This operational need will relate to an individual employee in a specific position or a group of employees in specific positions in the Business.

- 30.2** Enhanced Remuneration Package arrangements must not be used to distinguish employee salary arrangements purely on the basis of performance but performance may be a factor considered.
- 30.3** The Enhanced Remuneration Package must also be calculated by reference to working arrangements.
- 30.4** This sub-clause does not permit any variation the effect of which would be to vary the effect of the NES in a way not permitted by the Fair Work Act 2009.
- 30.5** Where the Business wishes to offer an Enhanced Remuneration Package, the process will be as follows:
- 30.5.1** There must be a genuine, clearly identified operational need relating a to an employee or group of employees within the Business; and
- 30.5.2** A business case supporting the Enhanced Remuneration Package will be prepared and be made available to all employees to whom the Enhanced Remuneration Package is offered.
- 30.6** Where an Enhanced Remuneration Package is not offered to a group, the business case must clearly explain the rationale for offering the Enhanced Remuneration Package to one or some, but not all, employees in the work group.
- 30.7** An Enhanced Remuneration Package will be read in conjunction with this Agreement and, where any inconsistency exists, the Enhanced Remuneration Package will apply. Where the Enhanced Remuneration Package is silent the Agreement will apply.
- 30.8** The overall terms and conditions of employment agreed to will be more favourable than provisions of this Agreement as a whole. Employees must not be disadvantaged by taking up an Enhanced Remuneration Package, taking into consideration the remuneration and other benefits the employee would have received otherwise if the employee had not entered into an Enhanced Remuneration Package. As a minimum, the employee's base rate of pay for calculation of the Enhanced Remuneration Package will increase in accordance with wage adjustments specified within this Agreement.
- 30.9** If in a roster cycle the employee works any hours in excess of either:
- 30.9.1** the number of ordinary hours that attract the payment of a penalty rate under this Agreement; or
- 30.9.2** 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.

- 30.10** 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.
- 30.11** 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:
- 30.11.1** This clause;
 - 30.11.2** Clauses 1 – 10 of this Agreement;
 - 30.11.3** Those clauses 11 - 17 under Health and Safety;
 - 30.11.4** Those clauses 18 – 26 under Communication and Consultation.
- 30.12** 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.
- 30.13** Enhanced remuneration packages will be entered into on a voluntary basis. The package only operates by mutual agreement between the Business and employee.
- 30.14** Enhanced remuneration packages may be terminated:
- 30.14.1** With at least 28 days written notice by the employee; or
 - 30.14.2** With at least 3 months written notice by the employer should a significant change occur in the foundation of the business case; or
 - 30.14.3** By the employee and the Business at any time, by mutual agreement.
 - 30.14.4** However, if the employee is found to have committed serious misconduct their Enhanced Remuneration Package may be withdrawn following 28 days written notice.

- 30.15** The Business will compile details about the use of this clause on a regular basis during the life of the Agreement. Such information will be made available at the Quarterly Business Consultative Forum.

31 Flexible Work Initiatives

Requests for Flexible Work Arrangements

- 31.1** Flexible Working Initiatives allow an employee to balance personal or family needs and preferences with work commitments. *The business acknowledges* the importance of employees maintaining a balance and provides discretionary benefits in this *Agreement* to allow employees to organise their working arrangements in a more flexible way, subject to operational needs. This includes:
- 31.1.1** Job Sharing;
 - 31.1.2** Working from Home;
 - 31.1.3** Part Time Study Leave Arrangements;
 - 31.1.4** Transition to Retirement Arrangements;
 - 31.1.5** Individual Flexibility Arrangements.
- 31.2** Requests made in accordance with the *Fair Work Act 2009* will not be unreasonably refused. These include the employee:
- 31.2.1** Is a parent or has responsibility for the care of a child who is school aged or younger;
 - 31.2.2** Is a carer (under the *Carer Recognition Act 2010*);
 - 31.2.3** Has a disability;
 - 31.2.4** Is 55 or older;
 - 31.2.5** Is experiencing family or domestic violence; or
 - 31.2.6** Provides care or support to a **household member** or **immediate family** who requires care and support because of family or domestic violence.
- 31.3** The employer must give the employee a written response to the request within 21 days, stating whether the employer grants or refuses the request.
- 31.4** The employer may only refuse the request on reasonable business grounds and this must be addressed in the employer's written response.
- 31.5** At any stage in the process an employee can request advice or representation from their union.

- 31.6** The business will provide employees with information and education highlighting the choice and flexibility provided by this Agreement in areas such as balancing work and personal lives.

Job Sharing

- 31.7** Job sharing is where two or more employees are able to make arrangements that allow the employees concerned to share one permanent position.
- 31.8** Approval of Job Share will be at the discretion of *the business* and subject to *Mutual Agreement* between the relevant supervisor/manager and the individual employees concerned, on the hours to be worked and roster arrangements that ensure the arrangement is cost neutral to *the business*.
- 31.9** The employees are required to meet the daily/weekly/monthly hours of the position as determined between the employees concerned, based on their respective personal needs, in *consultation* with and as approved by their supervisor. Other flexible arrangements such as the individual employees sharing the job via extended block periods up to six months will be considered subject to operational requirements or constraints.
- 31.10** Employees who enter these arrangements will be treated as part-time employees as per the relevant provisions contained in this Agreement.

Working From Home

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

Transition to Retirement Arrangements

- 31.17** Transition to Retirement Arrangements may be available to those employees considering full time retirement from the work force and who may consider a transition period to retirement. This is in recognition of the need to facilitate the transfer of corporate knowledge, skills and provide guidance and mentoring to other employees prior to retirement, for the mutual benefit of the employee and the business.
- 31.18** Transition to Retirement Arrangements may include but are not limited to the following:
- 31.18.1** Utilisation of accrued leave to maintain full time status while working part time hours without reduction in superannuation benefits;
 - 31.18.2** Working agreed blocks of work (annualised hours) using a combination of either accrued leave, banked RDO'S, TOIL, annualised hours or leave without pay over an agreed period of time. For example, two (2) month's work and two (2) months leave in rotation;
 - 31.18.3** Working from home may also be considered where the nature of the work is operationally suitable.
- 31.19** Any such arrangements between *the business* and the employee will be documented in writing confirming the agreed pattern of work required, which may include (as applicable,) weeks to be worked over the period, minimum ordinary hours per week, the days on which the work is to be performed and daily starting and finishing times.

32 Position descriptions

- 32.1** Position descriptions describe the knowledge, skills, competencies, mandatory qualifications and other requirements to successfully perform the role. Every employee will be required to adhere to the requirements of a position description.
- 32.2** The position description includes matters relevant to the position such as performance plan type, occupational categories, job purpose, responsibilities, reporting relationships, organisational unit, work location, mandatory requirements, key requirements or selection criteria.
- 32.3** The Business will apply version identification to position descriptions.
- 32.4** Prior to any amendments being made by the Business to an Employee's position description the Business will conduct a consultation process in accordance with the Consultation process detailed in this Agreement. Consultation will not be required in the following instances:
- 32.4.1** Typographical error;

- 32.4.2 Formatting of a document;
- 32.4.3 Change of cost centre;
- 32.4.4 Change of financial delegation where there is no significant effect;
- 32.4.5 Change of reporting lines where there is no significant effect;
- 32.4.6 Change in qualification title or code.

32.5

33 Classification review

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

34 Apprenticeships and traineeships

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

35 Probation

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

36 Vacancies

Recruitment Principles

- 36.1** The Business is committed to providing career pathways for existing employees. This will be a required consideration when undertaking recruitment and selection processes.
- 36.2** Attracting and retaining a diverse and skilled workforce is generally best supported by advertising vacancies to the open market. As such, vacancies must be advertised in a way that maximises quality applicant pools.
- 36.3** Vacancies will be filled without undertaking a recruitment and selection process where the one of the following circumstances exists:
- 36.3.1** An order of merit has been established for a recurring vacancy;
- 36.3.2** The classification stream provides an entitlement to progression based on successful completion of training and work experience and the employee has completed the relevant training and/or work experience;
- 36.3.3** Where the duties of a position are modified and the position is subsequently re-evaluated one (1) classification level higher, and the employee incumbent in that position:
- has been previously appointed to that position through a merit based recruitment and selection process; and
 - has been undertaking the position for greater than 24 months; and
 - is satisfactorily meeting all of the performance objectives of the position.
- 36.4** Vacancies are not required to be advertised where they:
- 36.4.1** meet the circumstances outlined in clause 36.3 above;
- 36.4.2** are for entry level roles;
- 36.4.3** are to be filled for a period of less than 12 months;
- 36.4.4** are to be filled via redeployment of EITs or HREs at or below level in accordance with clause 36.6 below; or
- 36.4.5** for a casual role.

- 36.5** The Chief Executive or delegated officer may exempt a vacancy from advertising or elect to limit the advertising only where the Chief Executive or delegated officer considers there is justification for doing so.

EiTs and HREs Requiring Redeployment

- 36.6** Employees in Transition (EiTs) and Health Restricted Employees (HREs) requiring redeployment must work co-operatively to secure new placements:
- 36.6.1** EiTs and HREs requiring redeployment must actively look for internal placements.
 - 36.6.2** The Business must consider EiTs and HREs requiring redeployment for temporary and permanent vacancies before proceeding to fill a vacancy by other means.
 - 36.6.3** The Business must provide EiTs requiring redeployment with meaningful duties whilst placement opportunities are being pursued.
 - 36.6.4** The Business should discuss opportunities for redeployment to all roles where the EiTs or HRE's skills and any necessary accreditations would require only reasonable re-training for them to be suitable.

Reversion to former position

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
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- 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, with the exception of levels 1 to 3 of the CI and ET classification streams where such employees will be paid in accordance with the competency principles.

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

Higher grade and leave payments

41.4 Employees do not accrue annual leave and/or personal/carers leave at a higher grade rate when acting in a higher grade position. Such Leave will accrue and be paid in accordance with the relevant clauses in this Agreement.

41.5 Employees who have previously accrued annual leave and/or leave for own illness/injury (now personal/carers leave) at a higher grade rate will continue to draw on those higher grade accruals until the accruals are exhausted or no longer relevant.

41.6 When an employee has had leave pre-approved before going into a period of higher grade, the Business will not cease the higher grade arrangement with the sole intent to avoid the Business's obligation of higher grade payment.

41.7 The Business is not obligated to approve an employee's leave that is requested once the employee has commenced higher grade and that leave would fall within or directly after a period of acting higher grade.

42 Annual leave

Entitlement to annual leave

42.1 Shiftworkers who are regularly rostered to work on Saturdays, Sundays and public holidays are entitled to 190 hours annual leave per year of service. Other employees are entitled to 152 hours annual leave per year of service.

42.2 An employee's entitlement to annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

42.3 Casual employees are not entitled to annual leave.

Taking annual leave

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

Payment of annual leave

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

Cashing out/Donating annual leave - Overall limit

- 42.12** Full-time employees are able to cash out/donate a maximum of 38 hours of annual leave in any 12 month period. The maximum hours that may be cashed out/donated for Part-time employees will be determined on a pro-rata basis.
- 42.13** Paid annual leave must not be cashed out/donated if the cashing out/donation would result in the employee's remaining accrued entitlement to paid annual leave being less than one year.
- 42.14** Each cashing out/donation of a particular amount of paid annual leave must be by a separate written agreement between the Business and the employee.

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

Donating annual leave

- 42.16** From time to time employees may like to financially assist other employees or their families who are experiencing a serious, life threatening illness or injury, or who have died. In these circumstances, the Business may arrange a donation process for employees to assist fellow employees or their families.
- 42.17** In such situations a full-time employee can voluntarily elect to donate between 7.6 hours and 38 hours of accrued annual leave (and leave loading) to the specific employee or their family. Part-time employees can donate annual leave on a pro-rata basis.
- 42.18** The cash value of the donated leave (and loading if applicable) forms part of the employee's taxable income for the year, therefore, the Business will deduct the relevant amount for taxation purposes.

Cashing out annual leave

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

Illness while on annual leave

- 42.22** Employees, who become ill during a period of annual leave, may claim personal leave in lieu of annual leave subject to the following conditions:

- 42.22.1 The employee's supervisor is promptly notified of the circumstances during the period of the illness and the approximate duration of the illness
- 42.22.2 The period of illness exceeds 3 days
- 42.22.3 Evidence consistent with the evidence requirements of the Personal/Carers clause of the illness is supplied.

42.23 If personal leave in lieu of annual leave is approved by the delegated manager, the employee's annual leave accrual will be adjusted accordingly. Payroll deductions for leave loading will occur (if applicable).

43 Long service leave

Entitlement to long service leave

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

Payment of long service leave

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

Cashing out long service leave

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

Salary sacrificing long service leave to superannuation

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

Illness while on long service leave

- 43.15** Employees on long service leave, who become ill during the period of long service leave, may claim personal leave instead of long service leave subject to the following conditions:

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

44 Personal/carer's leave

Entitlement

- 44.1 Employees (except casuals) accrue personal/carers leave at the rate of 10 days per year 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:
 - 44.3.2.1 A personal illness, or personal injury, affecting the member; or
 - 44.3.2.2 An unexpected emergency affecting the member.
- 44.4 Personal Carer's leave taken by an employee will be deducted from the employee's accrued personal/carer's leave balance in accordance with the Fair Work Act.
- 44.5 Unused personal/carer's leave will not be paid out upon termination of employment.

- 44.6 Where an employee who is absent on approved unpaid personal leave and provides evidence in accordance with this clause to cover the entire absence, personal/carers leave will continue to accrue for the duration of the employee's absence on such leave.

Notice of absence

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

Entitlement to unpaid carer's leave

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

Taking unpaid carer's leave

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

Evidence requirements

- 44.14 An employee must provide evidence for absences due to personal/carers leave which exceed 2 working days
- 44.15 An exception will apply when:

44.15.1 A review of the employee's personal (sick and carer's) leave records has revealed that the employee's record of attendance gives cause for reasonable concern. In that instance, the employee will subsequently be interviewed, and if they cannot provide satisfactory reason for the absences, they can be directed (for a maximum period of six months) to provide evidence for all absences; or

44.15.2 The Business has waived the requirement to provide evidence in areas where access to medical practitioners is restricted or difficult.

44.16 Employees will provide evidence for planned medical appointments before the appointment if required by the supervisor.

44.16.1 Acceptable forms of evidence:

Of the employee's personal illness/injury will be a medical certificate from a relevant registered health practitioner;

44.16.2 Of an immediate family/household member's illness/injury will include a medical certificate (relating to the immediate family/household member's illness/injury) from a relevant registered health practitioner;

44.16.3 Of the employee's responsibility for an immediate family/household member may include a birth certificate, school notification or letter from a dependent family member's registered health practitioner.

44.17 If it is not reasonably practicable for the employee to provide a medical certificate for their own, or an immediate family/household member's, illness/injury when required to do so, the employee must provide alternative and appropriate proof.

44.18 If a medical certificate or alternative and appropriate proof (e.g. statutory declaration) is not provided when required, payment will not be made for the absence.

44.19 Where an employee is deemed unfit for rail safety work following a NHS assessment, the employee will be required to take appropriate action as advised by the Business. Should the employee be required to access personal/carers leave for greater than 2 working days the employee may provide their own evidence for this absence or, alternatively, the employee will advise the Business to use the NHS assessment as appropriate evidence.

Payment for paid personal/carers leave

44.20 Payment for personal/carers leave will be based on the employee's ordinary hours for the rostered shift which would otherwise have been worked by the employee if the employee were not absent on personal/carers leave for all or part of that shift.

- 44.21** Employees will be paid for each ordinary hour of paid personal/carers leave at the base rate of pay (or other agreed rate as specified elsewhere in this Agreement) received by the employee immediately before taking such leave.
- 44.22** Employee taken not to be on paid personal/carer's leave on Public holidays.
- 44.23** If the period during which an employee takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid personal/carer's leave on that public holiday.

When personal/carer's leave is exhausted

- 44.24** At the discretion of the business, employees with the necessary evidence and advanced notice may be allowed access to Annual / Long Service Leave accruals where personal/carer's leave has been exhausted. This discretion will not be exercised unreasonably.

45 Compassionate leave

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

46 Bereavement leave

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

47 Jury service leave

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

48 Military leave

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

49 Parental leave

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

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

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

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

* All entitlements are the same in instances of adoption.

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

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

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

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

50 Aboriginal and Torres Strait Islander cultural leave

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

51 Domestic or family violence

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

Definition of Domestic and Family Violence

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

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

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

Entitlement to Special Leave with Pay

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

51.6 The amount of paid leave provided is at the discretion of the Group Executive People & 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 provisions of this Agreement 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.

54 Superannuation

- 54.1** The Business will pay:
- 54.1.1** For contributory accumulation or defined benefit accounts, the greater of the amounts specified in the Superannuation Guarantee (Administration) Act 1992 Cth or the Superannuation (State Public Sector) Deed 1990 QLD.
- 54.1.2** For non-contributory accounts (i.e. RailSuper), the greater of the amounts specified in the Superannuation Guarantee (Administration) Act 1992 Cth or the rate specified in this Agreement.
- 54.2** All employee superannuation contributions will be paid into a QSuper fund.
- 54.3** Members of contributory accumulation and defined benefits funds have the option of salary sacrificing their superannuation contributions.
- 54.4** The contribution rate for members of non-contributory accumulation funds (i.e. RailSuper) will be 10.5% (which is the Superannuation Guarantee Levy (SGL) plus 1%). In the event of an increase to the SGL this relativity will be maintained.
- 54.5** Employees with service at 1 February 1995, who subsequently retire with 10 or more years' service and who have not joined either a QSuper contributory or defined benefit fund, will be entitled to a retirement allowance for the years of service at 1 February 1995, calculated on the base rate of pay of the employee's substantive position for the periods in the following table:

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

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

55 Payment of wages/salary

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

56 Time and wages record

- 56.1** The Business will keep a time and wages record on the Business's premises that contains the following particulars for each pay period for each employee:
- 56.1.1** The employee's classification
 - 56.1.2** The Business's full name and address
 - 56.1.3** The name of the agreement under which the employee is employed
 - 56.1.4** The number of hours worked by the employee during each day and week, the times at which the employee started and stopped work, and details of work breaks including meal breaks
 - 56.1.5** The wage rate for each week, day, or hour at which the employee is paid
 - 56.1.6** Whether the employee's employment is permanent, fixed-term or casual
 - 56.1.7** The gross and net wages paid to the employee

- 56.1.8 Details of any deductions made from the wages
 - 56.1.9 Contributions made by the Business to a superannuation fund
 - 56.1.10 The period to which payment relates
 - 56.1.11 The employee's date of birth
 - 56.1.12 Details of accrued sick leave and sick leave payments to the employee
 - 56.1.13 The date the employee was paid
 - 56.1.14 The date when the employee commenced employment
 - 56.1.15 If appropriate, the date when the employee ends employment with the Business
 - 56.1.16 For casual employees - the total hours, other than overtime, worked by the employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.
- 56.2 The Business will keep the time and wages record for 7 years.
- 56.3 The Business will provide an employee with a copy of this file upon request and within 5 week days (M-F) of the request being made.

57 Transfer conditions

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

58 Locality allowance

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

59 Working away from home

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

The meals and incidental rates will be applied as follows:

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

60 Union delegates

- 60.1** 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.
- 60.2** 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.
- 60.3** 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.
- 60.4** 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.
- 60.5** Relevant union delegates will be advised of intended induction sessions and provided with opportunities to discuss union membership with new employees at the session.

61 Industrial relations education leave

- 61.1** 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.

- 61.2** This clause does not apply to probationary employees.
- 61.3** 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).
- 61.4** 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.
- 61.5** 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).
- 61.6** 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.
- 61.7** 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.

62 Contractors

Secure Jobs Commitment

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

Scope

- 62.2** This clause applies to contracts entered into on or after 1 January 2016 and applies to all work covered by the agreement that could be contracted out by any part of Queensland Rail's business on or after that date.
- 62.3** 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

- 62.4** 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.
- 62.5** 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.
- 62.6** 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.
- 62.7** 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.
- 62.8** 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.
- 62.9** 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

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

Contractor's Review Committee

- 62.11** The Contractors Review Committee will be composed of three nominated representatives from each union, and the Business representatives from industrial relations and contract management.

- 62.12** The purpose of the Contractors Review Committee is to participate in workforce planning discussions about the proposed use of contractors or labour hire.
- 62.13** The Contractors Review Committee will meet on a monthly basis (every second month being by teleconference), unless otherwise agreed by the parties involved.
- 62.14** Outcomes of the monthly meetings will be documented.

Contractors Review Committee Operation

- 62.15** 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.
- 62.16** The Contracting Planning Document will detail all relevant information, including:
 - 62.16.1** Why contracting is being considered;
 - 62.16.2** The amount & type of work planned to be contracted;
 - 62.16.3** Which contractors are likely to be capable of undertaking the work;
 - 62.16.4** When the contracting would commence; and,
 - 62.16.5** The duration of the potential contracting.
- 62.17** The Contracting Planning Document will be updated continuously by the Business, providing at least 12 months, or as soon as reasonably practicable, 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.
- 62.18** Any contracting out proposals provided to the Contractors Review Committee will be addressed in accordance with the following process:
 - 62.18.1** the Business will explain within a committee meeting the basis for considering using contractors in regards to each separate proposal;
 - 62.18.2** 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;
 - 62.18.3** Alternative options may include, but are not limited to, the use of fixed term contracts or the use of volunteers from the existing workforce.

- 62.18.4** At the next meeting, discussion will occur concerning any alternative options that have been put forward.
 - 62.18.5** 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
 - 62.18.6** 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.
 - 62.18.7** Once a definite decision has been made, as per clause 62.18.5 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.
- 62.19** 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.

Contractor Documents and Requirements

- 62.20** As standard contract provisions, the Business requires all contractors and their employees to comply with:
- 62.20.1** All relevant safety, workers' compensation, superannuation and workplace relations legislation and applicable statutory and/or industrial instrument;
 - 62.20.2** Safe working practices and associated PPE and test equipment equivalent to that used by employees;
 - 62.20.3** Relevant training requirements;
 - 62.20.4** All relevant licensing and registration requirements;
 - 62.20.5** 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
 - 62.20.6** All occupational health and safety, workers' compensation and applicable quality assurance standards.
 - 62.20.7** 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.

- 62.21** 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.
- 62.22** The reports will subsequently be provided to the Contractors Review Committee.
- 62.23** 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 62. Such agreement will be captured via meeting minutes of the Contractors Review Committee.

63 Remuneration

Wage Increases

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

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

Wage Increases Schedule

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

64 Meals

Meal allowance

- 64.1** Clauses 59.1 does not apply to employees employed pursuant to Part 2, 3 and 5 of Schedule 1 of this agreement.
- 64.1.1** Free Meals - Where Off Train employees are provided with free meals while travelling on train they will not also claim meal allowances under this clause.
- 64.1.2** 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.
- 64.1.3** 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 \$16.29 effective 1 March 2018 for each meal time that they are away from home.

- 64.1.4** No allowance will be paid for the first meal which occurs when employees are sent away from their home station or depot to work 1 shift.
- 64.1.5** However, if employees leave their home station on 1 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.
- 64.1.6** 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.
- 64.1.7** On 1 March 2019; 1 March 2020; and 1 March 2022, the dollar value of this allowance will increase by 3%.

Meal breaks

64.2 Clauses 64.2 do not apply to employees employed pursuant to Part 2 and 5 of Schedule 1 of this agreement.

64.2.1 Unpaid Break

Employees will have an unpaid meal break of a minimum of 30 minutes and a maximum of 60 minutes to be taken after the completion of the 3rd hour on duty and prior to the commencement of the 6th hour on duty except as outlined in Clause 64.2.2.

64.2.2 Exemption

Clause 64.2.1 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 to be taken at a time during the shift that does not impact on the operations at the time.

64.2.3 Adjusting meal breaks

Where there is agreement between the Company and employee/s concerned, unpaid meal breaks may be changed to be taken outside the hours identified in Clause 64.2.1 and will not be subject to the penalties in Clause 64.2.4.

64.2.4 Penalty if unpaid meal break cannot be taken

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

This will not apply to employees covered in Clause 64.2.2.

64.2.5 Staggered meal times

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

64.2.6 Paid Meal Break on Overtime

Where an overtime shift is worked, a paid meal break of 20 minutes will be provided after 4 hours on duty.

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

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

Rest Break

64.4 Clause 64.4 does not apply to employees employed pursuant to Part 2 and 5 of Schedule 1 of this agreement.

Employees will have a 10 minute paid rest break in the first half and the second half of the day, subject to the following conditions:

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

Rest pauses may be combined into one 20 minute rest pause to be taken in the first part of the ordinary working day by mutual agreement.

65 Other conditions and allowances

Shift allowance

65.1 Clause 65.1 does not apply to employees employed pursuant to Part 2 and 5 of Schedule 1 of this agreement.

Definitions - For the purpose of this clause:

- "Afternoon shift" means a shift which commences before 1800 and concludes at or after 1830
- "Night shift" means a shift which commences at or between 1800 and 0359
- "Early morning shift" means a shift which commences at or between 0400 and 0530.

Except as otherwise provided, for all paid time on duty not subject to overtime penalties or Saturday or Sunday penalties as set out in this agreement, an employee will be paid an additional:

- 12.5% for an afternoon shift;
- 15% for a night shift;
- 12.5% for an early morning shift.

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 as an hour.

Shift loading

65.2 Clause 65.2 does not apply to employees employed pursuant to Part 2 and 5 of Schedule 1 of this agreement.

In addition to the allowances set out in clause 65.1 an employee who signs on or off at or between 0001 and 0459 on Monday and 2359 Monday to Thursday to 0459 on Tuesday to Friday will be paid for that shift a loading of \$6.11 effective 1 March 2018 provided that such loading is not payable on an overtime (or excess) shift.

The shift loading allowance identified in this clause will be increased by 3 % on 1 March 2019; 1 March 2020; and 1 March 2022.

Standby/on call allowance

65.3 Clause 65.3 does not apply to employees employed pursuant to Part 2 of Schedule 1 and Group 1 and 2 of Schedule 2 of this agreement.

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

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

Travelling time

65.4 Clause 65.4 does not apply to employees employed pursuant to Part 2, 3 and 5 of Schedule 1 of this agreement.

65.4.1 Maximum payment

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

65.4.2 Weekends and Public Holidays

Travelling time performed on Saturday, Sunday and on public holidays will be paid at the rate applicable to the day.

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

First Aid Allowance

65.5 Employees appointed (who are trained and required) to perform first aid duties will be paid \$2.57 per shift effective 1 March 2018 in addition to their ordinary rates. The allowance will not be paid when employees are on leave (or where the employee holds the first aid competency which contributes to a pay point). When such employees are away on leave, substitutes will be appointed to act in their place.

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

The Company will recognise Passenger Service Supervisors and Senior Guest Service Attendants as eligible to receive the First Aid Allowance. In addition, the first aid allowance will be made available to all onboard customer service employees (including Onboard Service Technicians) where employees are trained and required by the business to be the first aid respondent.

Waiting time

65.6 Clause 60.6 does not apply to employees employed pursuant to Part 2, 3 and 5 of Schedule 1 of this agreement.

An employee, who is sent to work away from the employee's home depot and is required to wait for a train to return home, will be paid for the waiting time at the rate applicable to the day.

Working away from home

65.7 Clause 65.7 does not apply to employees employed pursuant to Part 2, 3 and 5 of Schedule 1 of this agreement.

Eligible employees will be paid living away from home allowance and travelling allowance depending on their accommodation and the length of their stay.

Station supervisor in charge of Administrative stream employees

65.8 Station Supervisor - Station supervisors in charge of stations where clerical staff are employed, will be eligible to be paid at the next highest pay point in the Operations Stream which is above the highest paid Administrative stream (AS) employees rate. This will only occur where the AS employee/s reports directly to the station supervisor. The station supervisor's house allowance will be inclusive of the new rate established under this clause.

66 Hours arrangements and overtime

66.1 For Hours of Work Arrangements, refer to schedules 1, 2 and 3.

Overtime

66.2 Overtime for employees employed pursuant to Part 2 and 5 of Schedule 1 of this agreement:

No overtime will be paid unless the time worked exceeds 38 hours per week, in which case overtime at the rate of double time will be paid.

66.3 Overtime for All Other Employees

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

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

- Overtime worked on Sunday which will be paid at the rate of double time.
- Overtime will be calculated on a daily basis.

For employees who are deemed shift workers, overtime will be paid at the rate of double time.

- To be deemed a shift worker, an employee must be involved in a roster where at least 2 shifts are rostered on a daily basis (and a majority of shifts in that week are also deemed shift work) with 1 employee relieving or being relieved by the other to carry on with that work.
- Further, each employee must rotate through that roster on a weekly basis.
- An overlap or gap of up to 2 hours may be allowed between each successive shift to attract the shift worker status.

66.4 Cancellation of overtime shifts

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

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

These payments will not be counted for overtime purposes.

Broken shifts

66.5 Clause 66.5 does not apply to employees employed pursuant to Part 2 and 5 of Schedule 1 and Group 1 of Schedule 2 of this agreement.

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

Weekend Rates

66.6 Saturday times

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

66.7 Sunday times

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

Deferred sign on

- 66.8** Clause 66.8 does not apply to employees employed pursuant to Group 1 or Group 2 of Schedule 2 of this agreement.

When an employee is advised not less than 2 hours before commencement of a rostered working shift, that the starting time has been altered to a later hour, the employee will be paid 1 hour passive time. If the employee is advised less than 2 hours before the commencement of the rostered shift, the employee will be paid 2 hours passive time.

Payment for passive time will be calculated at the rate applicable to the particular day and will not be taken into account for the purpose of calculation of overtime.

Hand over time

- 66.9** Where a hand over 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.

67 Agreement Schedule Review

- 67.1** The parties are committed to the simplification and streamlining of conditions with respect of Off-Train and On-Board employees. In light of this, the parties will establish a working party during the life of this Agreement to consider the simplification and streamlining of conditions.

SCHEDULE 1 – On Board Customer Service

This schedule will only apply specifically to employees who are employed in the On Board Customer Service work area within the Travel and Tourism area of Queensland Rail.

Where this schedule creates an inconsistency with the general section of this Agreement the provisions of this schedule will prevail to the extent of the inconsistency created.

This Schedule is in 5 parts:

Part 1 – Common Conditions for all Onboard Customer Service employees

Part 2 – Conditions for operational employees

Part 3 – Conditions for catering employees

Part 4 – Conditions for off train employees

Part 5 – Conditions for onboard services technicians

1. Part 1 - Common conditions for Onboard Customer Service employees

Rosters

1.1 Master rosters

Master rosters for employees will be prepared giving consideration to employee health and safety, customer service requirements, business efficiency, flexibility, financial viability and timetabling. Development of these rosters will comply with the principles of fatigue management.

One roster committee representative will be elected by employees from each depot and will be consulted with regards to master roster development.

1.2 Posted rosters for relief employees

A draft roster will be posted four weeks in advance for relief employees' consideration. Final posted rosters will be posted by the close of business each Thursday for the following week. This final roster is posted on the expectation of services running as per timetable and an assumed expectation of normal customer service. Final rosters may be altered after posting if events arise which cause this timetabling or normal customer service to be changed. These alterations will be done in consultation with the employees concerned. These rosters will comply with the principles of fatigue management.

1.3 Posted rosters for all other employees

Rosters will be posted by the close of business each Thursday for the following week. This roster is posted on the expectation of services running as per timetable and an assumed expectation of normal customer service. Rosters may be altered after posting if events arise which cause this timetabling or normal customer service to be changed. These alterations will be done in consultation with the employees concerned. These rosters will comply with the principles of fatigue management.

1.4 Leave rostering

In order to sustain the business, annual leave will be rostered with only a certain number of employees who normally work within a particular designation or role allowed off at any time. The current year and the following year will be able to be allocated for annual leave. This record will be freely available for employee perusal. All applications will be noted as to the time and date received and will be allocated to available annual leave accordingly. Should a concern regarding availability arise, then this will be referred to the depot supervisor.

Long service leave and extended periods of leave of absence will be approved by the nominated depot supervisor.

1.5 Report for duty as rostered

If a full-time employee reports for duty as rostered, they will be entitled to a minimum payment of 4 hours at the rate applicable to the day. Any time that is required to be paid to make up the 4 hours (as distinct from the actual working time) will be paid as passive time. Hours for passive time may contribute to the accumulation of minimum ordinary hours for the week but will not contribute to overtime.

Accommodation on board

- 1.6 Employees who are required to work through major depots or more than 1 turn of shift will be provided with a sleeping berth or accommodation of a reasonable standard.

Travelling spare

- 1.7 This clause does not apply to employees employed pursuant to Part 4 of this Schedule.

Employees travelling spare will be paid a maximum of 10 hours in every 24 hour period of travelling spare. Hours for travelling spare will be paid as passive time and may be used to contribute to the accumulation of minimum ordinary hours for the week but will not contribute to the calculation of overtime.

Hours paid for travelling spare will be paid at the rate applicable to the day.

Employees travelling spare will be paid an additional 10 minutes prior to departure and 5 minutes after the arrival of the train.

Managers must consider more efficient alternative means of travel (eg. plane) where train travel is expected to exceed spare travel beyond the next sector (ie. Brisbane to Rockhampton). A sleeper/railbed must be provided when travelling spare exceeds four hours within any one sector between the hours of 6pm and 6am. This clause does not apply to employees who are off duty on train between working on trains. Refer to clause 1.7 for laying off provisions.

Laying off

- 1.8 The allowance for employees laying off away from their home depot will be as follows:
- Under 8 hours – Nil
 - Between 8 hours and 12 hours – 2 hours
 - Beyond 12 hours - at the rate of 30 minutes for each additional hour or part thereof.

Laying off away from home depot will be computed from the time of signing off duty until signing on for return.

For the purposes of computing the time laying off away from the home depot, all time between signing off and signing on for return will be taken into consideration less breaks within the shift and any time for which the employee is otherwise paid.

Further, the time off duty between shifts on trains as distinct from travelling spare will be added to the time off duty in locations that are not the employee's home location in determining the qualifying period for the payment of this allowance.

Laying off time on Saturdays, Sundays and public holidays will be paid at the rate applicable to such days.

Payments made for laying off time will not be included in the calculation of the ordinary hours for the week

Definition of 'working day' for the purposes of leave for own illness/injury

- 1.9 For the purposes of determining when an absence exceeds 2 working days, and therefore a medical certificate is required, a working day will be a period of 24 hours from the normal rostered commencement of the shift.

The number of hours of leave for own illness/injury that will be paid are the rostered hours. However, where payment of the rostered hours for leave for own illness/injury would result in the employee being paid more than 38 hours for the week, the employee will only be paid

the number of hours of leave for own illness/injury required to make up their pay to 38 hours.

Payment for leave for own illness/injury may be used to calculate ordinary hours for the week but will not be used to contribute to overtime.

Available and contactable for duty

- 1.10 When an employee books back on from being ill/injured, they must be available for alternative work. Any alternative work will not impact on the posted leisure period unless agreed by both parties.

If there is no alternative work available at the time of booking back on, the employee will be given a specific time to make additional contact for available work. The time of this contact will be between the time of booking back on and the close of business the next day.

If there is no alternative work available when the employee calls in at the nominated time, the employee will be given a maximum of 1 more specific time to make further contact for available work before the close of business the day after booking back on.

Should the employee fail to make contact as instructed, or refuse alternative work, then the employee will forgo any guaranteed time to make up ordinary hours. A written note will be made on the roster of this unavailability or refusal.

Where the Company is unable to provide alternative work and subject to the above conditions being met, the employee will be paid guaranteed time.

Booking off sick while on train

- 1.11 Should an employee book off sick while on a train, the only form of payment available for this time will be leave for own illness/injury. The Company's primary concern will be for the employee's health.

Should an employee be required to leave the train due to their illness, then the only form of payment available for this time will be leave for own illness/injury. The nominated manager is to be advised.

Payment for leave for own illness/injury may be used to calculate ordinary hours for the week but will not be used to contribute to overtime.

Mutual swaps

- 1.12 A mutual swap of shifts must be approved by the nominated depot supervisor. Approved mutual swaps will not incur penalty payments if 1 or more days fall on previously posted leisure days off or rostered days off.

Roster code of practice

- 1.13 Within 3 months of the commencement of the agreement, a joint committee will review the current 'Roster Code of Practice'. The objectives of this 'Roster Code of Practice' are to:
- examine the identification of alternative duties that may be required in times of train disruptions;
 - include, where possible, accommodation to be provided on the basis of one room per person where overnight accommodation is required off trains; and
 - provide guidance for other rostering issues as identified by the parties.

2. Part 2 - Conditions for operational employees

Coverage

- 2.1 Part 2 of the On Board Customer Service Schedule applies to employees in the On Board Customer Service area whose positions are classified as:
- Passenger Attendant
 - Passenger Services Coordinator
 - Passenger Services Supervisor
 - And any new positions created subsequent to the establishment of this Agreement for which a classification exists (refer schedule 4).

Reporting relationships

- 2.2 Employees, in performing their role on board, report to the Passenger Services Supervisor. The Passenger Services Supervisor in turn reports to their nominated depot supervisor.

Staffing levels

- 2.3 In order to maintain a safe environment on board there will always be a minimum of 2 employees on duty at any time, 1 of which must be qualified as a Passenger Services Supervisor.

Staffing levels on services will be developed and implemented in consultation with employees.

In the event bus services are required and arranged in replacement of train services, and two or more buses are required, a Passenger Services Supervisor will be booked on duty to assist the coordination of the buses where possible.

Temporary duties

- 2.4 An employee required to temporarily perform the duties of a lower classified position than his/her substantive position, will continue to be paid at the rate of the employee's substantive position.

Employees, other than classified Passenger Services Supervisors and Passenger Attendants, when working as relief Passenger Services Supervisors or Passenger Attendants will be remunerated at the normal classification rate for that position, including any allowances, for the entire period of the relief.

Hours of work arrangements

- 2.5 The ordinary hours of work for a full-time employee are 38 hours per week averaged over the work cycle.

2.5.1 38 hour week - procedures for implementation of rosters

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

Shift Allowance

- 2.6 Employees will be paid an allowance of 15% on top of the base rate for all ordinary hours worked between the hours of 1800 and 0600 on days other than Saturdays and Sundays.

Away from home and other allowance

- 2.7 In addition to the wages for Passenger Attendants and Passenger Services Supervisors, an amount of \$3.74 per hour effective 1 March 2018 will be paid to cover away from home and other allowances, but this allowance will be counted as part of the salary for the purposes of calculating overtime. On 1 March 2019; 1 March 2020; and 1 March 2022, the dollar value of this allowance will increase by 3%.

Uniforms

2.8 Where employees are required to wear uniforms, these will be supplied at the expense of the Company and worn with adherence to On Board Customer Service grooming principles.

3. Part 3 - Conditions for Catering employees

Coverage

3.1 Part 3 of the On Board Customer Service Schedule applies to employees in the On Board Customer Service area whose positions are classified as:

- Catering Attendant
- Catering Attendant Relief
- Cook
- Senior Catering Attendant
- And any new positions created subsequent to the establishment of this Agreement for which a classification exists (refer schedule 4).

Reporting relationships

3.2 Employees, in performing their role on board, report to the Passenger Services Supervisor. The Passenger Services Supervisor in turn reports to their nominated depot supervisor.

Temporary duties

3.3 An employee required to temporarily perform the duties of a lower classified position than his/her substantive position, will continue to be paid at the rate of the employee's substantive position.

Hours of work and other arrangements

3.4 Hours of work

- a) The ordinary hours of work for a full-time employee are 38 hours per week averaged over the work cycle.
- b) All ordinary daily hours will be worked within a period of 10 hours from the time of commencement of the shift unless agreed otherwise. Time worked outside of this 10 hour period will be paid at overtime rates.
- c) Ordinary hours may be worked in shifts of up to 12 hours without attracting overtime penalties subject to the following:
 - Where the ordinary working hours are to exceed 8 on any day, this will be subject to the agreement of the Company and the majority (50% plus 1 employee) of employees concerned.

- Where ordinary hours are to exceed 10 hours up to 12 hours, this will be subject to the agreement of the Company and at least 66% of the employees within the area concerned and meeting the following criteria:
 - Occupational health and safety issues; and
 - Suitable rostering arrangements being made.

3.5 Implementation of the 38 hour week

- a) The 38 hour week may be worked on any 5 in any 7 days or any 10 in any 14 days at ordinary time.
- b) For those employees working a 38 hour week, the following scope of implementation of a 38 hour week is available:
 - employees can work less than 8 ordinary hours each day
 - employees can work less than 8 ordinary hours on 1 or more days each work cycle
 - by fixing 1 or more work days on which all employees will be off during a particular work cycle by rostering employees off on various days of the week during a particular work cycle so that each employee has 1 work day off during that cycle.

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

- c) Employees are required to observe the nominated starting and finishing times for the work day, including designated breaks to maximise available work times.
- d) The ordinary starting and finishing times of various groups of employees or individual employees may be staggered.
- e) Preparation for work, and cleaning up of the employee's person will be in the employee's time except where the employee undertakes very dirty work or works with hazardous or toxic substances.

3.6 Weekly rosters

Where reasonably practicable the daily rostered hours of duty showing times of book off for meals or otherwise will be set out by the Company.

3.7 Provision of rostered days off

One rostered day off will be included in the roster per week for all permanent and fixed term employees. Should an employee be required to work on their posted rostered day off they will be paid at overtime rates.

3.8 Provision of leisure days off

Employees will be required to work 38 hours per week averaged over the work cycle, which may facilitate the provision of 1 leisure day off in a 4 week cycle.

3.9 Interval between shifts

If a shift interval of 10 hours or more occurs at the employee's home depot between signing off and signing on, the time of each shift will be computed separately. If the interval is less than 10 hours at the home depot, the time worked on the second shift will be treated as a continuation of the first shift in calculating overtime.

The 10 hours for the interval may be substituted by 8 hours in the following circumstances:

- For the purpose of facilitating the changeover from 1 week's rostered working to the next
- When working on train:
 - If 8 or more hours interval occurs between signing off and signing on, the time of each shift will be computed separately.
 - If the interval is less than 8 hours, the time worked on the second shift will be treated as a continuation of the first shift in calculating overtime.
- When laying off in a depot that is not the employee's home depot.

3.10 Report for duty as rostered

If a full-time employee reports for duty as rostered, they will be entitled to a minimum payment of 4 hours at the rate applicable to the day. Any time that is required to be paid to make up the 4 hours (as distinct from the actual working time) will be paid as passive time. Hours for passive time may contribute to the accumulation of minimum ordinary hours for the week but will not contribute to overtime.

3.11 Roster to demand

Staffing levels on services will be developed and implemented in consultation with employees. These rosters will be based on customer service cycles, historical financial data and health and safety.

3.12 On board workings

On board workings will be prepared based on service cycles and customer demand. These workings will comply with the principles of fatigue management.

Meals

- 3.13 Employees rostered for duty or travelling spare which takes them away from their home depot will be provided with free meals while on train.

Employees, when off train and not in their home depot, will be paid an allowance of \$16.29 effective 1 March 2018 per meal. Meals will consist of breakfast, lunch and dinner and will fall due at 0700, 1230 and 1800 respectively.

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

Uniforms

3.14 Where employees are required to wear uniforms, these will be supplied at the expense of the Company and worn with adherence to On Board Customer Service grooming principles.

An allowance at the rate of \$2.29 per week for full-time permanent and fixed-term employees and 45.80 cents per shift for casuals is paid to employees for the laundering of supplied uniforms.

The allowance will not be paid when the employee is absent upon leave.

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

Catering Customer Service Attendant employees ‘Off Train’ allowance

3.15 Customer Service Attendant employees, when off train and not in their home depot, will be paid an allowance of \$7.28 effective 1 March 2018 per occasion in lieu of incidentals and all other costs (excluding meals) due at 0700, 1230 and 1800 respectively.

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

4. Part 4 - Conditions for off train employees

Coverage

4.1 Part 4 of the On Board Customer Service Schedule applies to employees in On Board Customer Service whose positions are Off Train and classified as:

- Carriage Cleaner
- Employees of the Catering Unit
- Customer Service Attendant
- Mobile Presentation Attendant/Coordinator
- Senior Catering Attendant/Food Safety Officer – Administration Canteen
- Senior Tilt Train Presentation Attendant
- Store person
- Stations Assistant (formerly known as: Passenger Operations Attendant; Customer

Operations Attendant; Yard Coordinator; Yard Tutor).

- Onboard Customer Service employees located at Maryborough West, Gympie North and Proserpine.
- Station Master
- Station Supervisor
- And any new positions created subsequent to the establishment of this Agreement for which a classification exists (refer schedule 4).

4.1.1 Transitional arrangements

a) The list below reflects the service numbers of those employees previously covered by the former Schedule 3 Regional Stations of the *Queensland Rail Travel & Tourism & Other Employees Enterprise Agreement 2016* who are now covered by Part 4 of Schedule 1 of this Agreement and whose classification is provided for under clause 4 of Schedule 4 of this Agreement.

406415	907659	406995	43216	82986	27491	34584	200461
34597	43522	43922	905441	41424	503686	200458	200848

Hours of work and other arrangements

4.2 The ordinary hours of work for a full-time employee are 38 hours per week averaged over the work cycle.

4.2.1 Shift Lengths

Ordinary hours may be worked in shifts of up to 12 hours without attracting overtime penalties subject to the following:

- Where the ordinary working hours are to exceed 8 on any day, the arrangements of hours will be subject to the agreement of the Company and the majority (50% plus 1 employee) of employees concerned.
- Where ordinary hours are to exceed 10 hours up to 12 hours, this will be subject to the agreement of the Company and at least 66% of the employees within the area concerned and meeting the following criteria:
 - Occupational health and safety issues and
 - Suitable rostering arrangements being made.

4.2.2 Implementation of the 38 hour week

- a) The 38 hour week may be worked on any 5 in any 7 days or any 10 in any 14 days at ordinary time.

- b) For those employees working a 38 hour week, the following scope of implementation of a 38 hour week in accordance with Clause 4.2.3 of this Schedule is available:
- employees can work less than 8 ordinary hours each day
 - employees can work less than 8 ordinary hours on 1 or more days each work cycle by fixing 1 or more work days on which all employees will be off during a particular work cycle
 - by rostering employees off on various days of the week during a particular work cycle so that each employee has 1 work day off during that cycle.

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

- c) Where the arrangement of ordinary hours of work provides for a leisure day off, the Company and the simple majority of employees concerned may agree to accrue up to a maximum of 5 leisure days off. Where such agreement has been reached, the accrued leisure days off will be taken within 12 calendar months of the date on which the first leisure day off was approved. If not taken within that time frame payment will be made for the accrued time at overtime rates.
- d) Employees are required to observe the nominated starting and finishing times for the work day, including designated breaks to maximise available work times.
- e) The ordinary starting and finishing times of various groups of employees or individual employees may be staggered.
- f) Preparation for work and cleaning up of the employee's person will be in the employee's time except where the employee undertakes very dirty work or works with hazardous or toxic substances.

4.2.3 38 hour week - procedures for implementation of rosters

- a) The Company and 1 elected roster committee representative from each depot will consult over the most appropriate means of implementing and working a 38 hour week.
- b) The objective of such consultation will be to reach agreement on the method of implementing and working the 38 hour week.
- c) The outcome of such consultation will be recorded in writing.
- d) In cases where agreement cannot be reached at the local level as a result of consultation between the parties, either party may request assistance or advice from their workplace representatives or the Company's representatives. This should occur as soon as it is evident that agreement cannot be reached.
- e) In the event that the consultative procedure results in a lack of agreement by employees, the Company will have the right to make the final determination as to the method by which the 38 hour week is implemented.

4.2.4 Alteration to 38 hour week methodology

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

4.2.5 Special call outs

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

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

4.2.6 Shift brought forward

- a) The Company will provide employees with at least 24 hours notice or before the cessation of the previous shift, of an alteration to the employees next day's rostered working, bringing the starting time forward to an earlier hour, without attracting overtime penalties.
- b) Where notice has been given after the cessation of the previous shift and the notice is within 24 hours of the intended new shift, the following method of payment will apply:
 - all time worked outside of the previous rostered hours will attract overtime penalty in accordance with Clause 66.3 of the general part of this Agreement.
 - employees will be entitled to passive payment at ordinary rates for all previously rostered hours not worked in the changed shift.
 - all time worked within the hours of the previously rostered shift will be treated as ordinary time to be paid at the rate applicable to the day.
- c) The 24 hour notice period will be calculated from the time of the notification to the time of the altered start time.

4.2.7 10 consecutive hours break

Except where provided for in this Agreement:

An employee who works so much overtime between the termination of their ordinary work on 1 day and the commencement of the employee's ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty between those times, will be

released after completion of overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary time occurring during such absence.

In situations where a shift follows 2 consecutive days off or a public holiday, 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.

4.2.8 Resuming duty without a break

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

If on the instructions of the Company an employee resumes or continues work without having had 10 consecutive hours off duty, the employee will be paid overtime rates, as per Clause 66.3 of the general part of this Agreement until the employee is released from duty for 10 consecutive hours off duty.

4.2.9 Consecutive Hours Break Substitution

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 the result of arrangements between the employees themselves subject to Part 1, Clause 1.11.

4.2.10 Report for duty as rostered

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

4.2.11 Weekly rosters

Where reasonably practicable the daily rostered hours of duty showing times of book off for meals or otherwise will be set out by the Company.

Overtime meal allowance

4.3 An employee will be entitled to receive a payment of an overtime meal allowance of \$16.29 under any of the following criteria:

- a) The employee is specially 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

- b) The employee who is specially called out, is given less than 2 hours notice, to work 2 hours or more, prior to and continuous with a rostered shift.
- c) An employee is specially called out and is advised after 2200 to sign on before 0600 to work 2 hours or more overtime prior to and continuous with a rostered shift.
- d) The employee works an overtime shift of more than 4 hours between 1900 and 0700 with less than 2 hours notice given.
- e) The employee is advised after 2200 to sign on before 0600 to work an overtime shift of over 4 hours.
- f) An employee works more than 2 hours overtime past their rostered ceasing time regardless of when the employee is notified of the requirement to work overtime.

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

5. Part 5 - Conditions for Onboard Services Technicians

Coverage

- 5.1 "On Board Services Technician" is defined here to be - Employees who hold a Trade Certificate as an electrical fitter/mechanic or engineering tradesperson electrical employed to ensure the efficient and safe operations of electrical and mechanical equipment used on Queensland Rail Travel Rollingstock as outlined in this Agreement.

Qualifications

- 5.2 It is a condition of employment that all employees required to work as "On Board Services Technician" are to be qualified in and able to perform duties as per the following:
- Mandatory qualification:
 - A current Electrical License, Trade Certificate as Electrical Fitter/Mechanic or Engineering Tradesperson – Electrical Employees qualified as above will be required to attend training and obtain the following qualifications. Training will be provided by Queensland Rail.
 - Passenger Attendant
 - First Aid Certificate (EAR and CPR)

Employees will accept further training if needed to perform duties required by the position.

Training for the other qualifications will be provided by Queensland Rail with the participants qualifying in each to hold the position of On Board Services Technician.

Duties

5.3 The Company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement provided that such duties are not designed to promote deskilling or unsafe work practices.

An employee required to perform temporarily the duties of a level for which a lower rate of payment is prescribed than that prescribed for his/her classified level, shall be paid at the employees' classified rate.

Duties will include but not be limited to the following:

- a) All surplus time to be allocated to assisting the Catering and Operational staff as directed by the Passenger Services Supervisor (PSS)
- b) Inspect power car as per maintenance instructions
- c) Inspect on-board equipment to ensure the safety and comfort of all users
- d) Repair train defects as required to ensure the safety and comfort of all users
- e) Check watering, fuelling, train & power car store supplies as required to ensure levels are maintained
- f) Liaise with the PSS on all matters affecting the operation of the passenger trains
- g) Liaise with passengers and staff on status of reported faults
- h) Liaise with PSS on compiling the Corrective Action Request Form ensuring correct details recorded
- i) Actively participate in improvement strategies relevant to the rollingstock fleet
- j) Work special trains independent of other staff (SRE, Orchestra, Science trains etc)
- k) Servicing, inspections, maintenance and repairs to Queensland Rail Travel Rollingstock
- l) Load and unload Queensland Rail Travel services including the use of mechanical lifting devices

5.3.1 Specific duties

Duties will include but not be limited to the following:

- Fuel tanks (quantity of fuel)
- Fuel pump (Operational and day tank full)
- Battery charger

- All gauge readings
- Fluid Levels (Oil and Water)
- Fuel and oil leaks
- Spare oil and filters
- Cupboard for correct quantity of spares
- Carriage checks
- Air-conditioning operation
- Exterior door and catch security
- Gangway security
- Canopy security
- Door closer operation
- Blind for operation and damage
- Cleanliness of train
- Service car refrigeration
- Public address system
- Toilet operation
- Plumbing and water (damage and leaks)
- General inspection, interior of train
- All repairs conducive to the safety, comfort and well-being of all passengers and staff that can be safely attempted while en route and are within the capability and skills of the On Board Services Technician.

Reporting relationships

5.4 The On Board Services Technician performs their role on board and reports to the PSS.

ET Stream Classification structure and progression principles

5.5 The ET Common conditions contained in this Agreement apply to those employees whose duties directly relate to various trade skills and associated trade functions. Employees in those functions are required to possess and use directly or via the provision of trade or technical advice, range of competencies appropriate to the ET Stream.

The parties agree that the ET Stream base classification structure and employee progression principles and purpose are as follows:

- The workforce competency model and progression framework aligns with the classification structure so as to create a multi-skilled, competent and flexible workforce.
- The classification structure will cater for various progression principles, future and current training structures as well as programs currently operating in the Company's ET Stream.

- The competency model for Queensland Rail's ET Stream shall be based on no less than 80% AQF principles/competencies and no more than 20% hybrid/business specific principles/competencies aligned to the AQF framework
- Progression within the classification structure will be determined by the business requirements for composition of competencies for the job models. Progression through the job models will be by obtaining and utilising competencies aligned to the job model. The engineering trade competencies and skills mix provides for flexibility in the number of competencies the employee holds or utilises and for progression opportunities.
- No employee will be worse off as a result of the introduction of the progression structures. Where an employee is classified at a level which sets out a lesser base rate of pay than that employee is currently paid, the employees' current base rate of pay will be maintained exclusive of any increase to this Agreement increase until the classification rate position exceeds the employee's current base rate of pay.

Rate of pay for OBSTs

- 5.6 The current classification of On Board Services Technicians employees is at ET 2.3 in accordance with Schedule 4 of this Agreement. Should a position description and classification re-evaluation determine that the On Board Services Technician classification is above the current classification of ET2.3, then the determined higher classification rate shall be applied and determined from the Schedule 4 Rate of Pay.

Apprentice pay rates

- 5.7 Apprentices will be paid in accordance with the Apprentices' and Trainees' Wages and Conditions (Queensland Government Departments and Certain Government Entities) Order and Order Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities) 2003; which at the time of lodging this Agreement was as follows:

Year	% of C10 (2.1) or Trade Equivalent or Trade Entry	% of C10 or Trade Equivalent on Entry (Year 11 Complete)	% of C10 or Trade Equivalent on Entry (Year 12 Graduate)
1	40	47.4	50.7
2	55	55	58.9
3	75	75	75
4	90	90	90

Apprentices and trainees will be entitled to the wage level appropriate to the competencies possessed by them at the time of entry. Apprentices and trainees who commence with no industry competencies will enter at wage level 1.

Employees who commence an apprenticeship after completing a pre-employment, pre-trade, pre-apprenticeship, pre-vocational and other full-time institutional training course which is appropriate to the apprenticeship commenced, will commence at wage level 1 and three months after commencing their apprenticeship, progress to wage level 2, provided that the granting of such recognition is consistent with the policy of the Training Recognition Council.

An apprentice who is age 21 at the start or attains age 21 during their apprenticeship will be paid 100% ET1.1 or until the stage rate is higher, then the apprentice is paid at the higher rate eg: stage 4 apprentice pay rate is higher than ET1.1.

When the company recruits an internal employee to an apprenticeship they remain on their base pay rate until they complete their apprenticeship and are either offered a trade position or until the stage rate is higher than their permanent base rate.

Allowances

5.8 Away from home allowance

In addition to the wages for OBST, an amount of \$3.74 effective 1 March 2018 per hour will be paid to cover away from home and other allowances. On 1 March 2019; 1 March 2020; and 1 March 2022, the dollar value of this allowance will increase by 3%. This allowance will be counted as part of the salary for the purposes of calculating overtime.

5.9 Electrical Licensing Allowance

All employees who are required to hold an electrical licence for the performance of their work will be paid a licensing allowance of \$58.82 effective 1 March 2018 per fortnight. This allowance will be paid for all purposes of this Agreement.

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

5.10 Tool allowance

Where tradespersons are required by the Company to provide their own tools they will be paid tool allowance of \$58.33 effective 1 March 2018 per fortnight. On 1 March 2019; 1 March 2020; and 1 March 2022, the dollar value of this allowance will increase by 3%.

Where the company provides employees with the required tools to complete their work tool allowance will not be paid.

This allowance will not be paid if the employee is absent on extended leave, annual leave, or sick leave, but may be paid for a broken part of a week.

5.11 10% All Purpose allowance

In addition to the base rate of pay, all ET stream OBST employees will receive a 10% all purpose allowance applied to the 30 April 2011 base rate of pay upon the implementation of the conditions stipulated in this clause. This 10% All Purpose Allowance on the base rate as at 30 April 2011 has been negotiated at the business level and determined by applying varying amounts of the All Purpose Allowance to different categories of employees within the ET Stream based on market demands and delivery of business requirements. EIT ET employees not performing ET duties and ET employees performing administration functions will not receive this allowance.

This All Purpose Allowance will be paid upon implementation of the negotiated business work practice requirements to all OBST employees as per all of the following conditions:

- a) Agreement to the clauses as outlined in this document; and
- b) Continue current efficient working practices.

See Schedule 4 for all purpose allowance rates.

5.12 Shift allowance

Employees will be paid an allowance of 15% on top of the base rate for all ordinary hours worked between the hours of 1800 and 0600 on days other than Saturdays and Sundays.

Hours of work and other arrangements

5.13 38 hour week – procedures for implementation of rosters

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

5.14 Checking time

On Board Services Technicians shall be paid 5 minutes at the commencement of each working shift for the purpose of checking tools and spare parts required for the journey.

This time shall not be counted as part of the salary or to make up ordinary time or for the purpose of overtime.

5.15 Special call outs

In the event of an OBST staff being called out on duty while booked off between shifts on board:

- A minimum of 4 hours will be paid for attendance to a callout. These hours will consist of the actual hours of work for the callout which are to be paid relevant to the rate applicable to the day.
- These hours worked will contribute to the 38 ordinary hours. The remainder of the minimum 4 hours (if applicable) will be paid at passive time.
- Such hours in the remainder will be calculated at the rate applicable to the particular day and will not be taken into account for the purpose of calculation of overtime.
- The actual hours worked of the callout will not contribute to the calculations of laying off.
- The passive hours of the callout will contribute to the calculations of laying off.

5.16 Report for duty as rostered

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

If a part time employee reports for duty as rostered, then such employee will be paid a minimum of 2 hours, at the rate applicable to the day

For a casual employee reports for duty as rostered, then such employee will be paid a minimum of 4 hours, at the rate applicable to the day.

Where the engagement of a casual employee is to replace a part-time employee whose rostered hours of duty is less than 4 hours, the latter minimum will apply.

Staffing Levels

- 5.17 In order to maintain a safe environment on board there will always be a minimum of 2 employees on duty at one time, one of which must be qualified as a Passenger Services Supervisor.

Uniforms

- 5.18 Where employees are required to wear uniforms, these will be supplied at the expense of the company and worn with adherence to On Board Customer Services Grooming principles.

Protection of trade

- 5.19 The parties are committed to the promotion, retention and maintenance of trade skills in Queensland Rail.
- The parties are committed to trade qualified employees achieving base trade level in the particular calling prior to any expansion of competencies for other trades. This clause does not restrict an employee obtaining additional qualifications and or certificates where the Company requires.

Commitment to trade training for Apprentices

- 5.20 Where an apprentice is engaged, the Company will provide the opportunity for the Apprentice to undertake sufficient nationally aligned competencies to allow the gaining of an Australian Qualification Framework recognised trade qualification.
- Where rail specific nationally aligned competencies are required to be undertaken by an apprentice, they shall be in addition and not in place of those required to achieve the base transportable trade qualification.

ET Traineeships

- 5.21 Where a trainee is engaged, the Company will provide the opportunity for the Trainee to undertake sufficient nationally aligned competencies to allow the gaining of an Australian Qualification Framework recognised qualification.

Apprentice and Trainee Recruitment

- 5.22 The Company is and remains committed to continuing to employ and or be a host employer of apprentices and trainees. The Company plans to recruit apprentices and trainees in key areas based on the Queensland Rail Workforce Plan, where business requirements exist and adequate supervisory ratios in accordance with the relevant legislative requirements can be achieved.

ET Stream Committee

- 5.23 Queensland Rail ET Stream Committee – The parties agree to the establishment of a combined Queensland Rail ET Stream committee which will meet as required (minimum once per year), and oversee ET Stream and ET Stream aligned progression framework and validation matters. Membership will be, one (1) Union official or their nominated proxy from each of the following Unions ETU, RTBU, AMWU and ASU. Two (2) management

representatives or their nominated proxy from Network and one (1) management representative from Operations or their proxy.

SCHEDULE 2 – Tourist Train

This schedule will only apply specifically to employees who are employed in the Tourist Train area of the Travel and Tourism function of Queensland Rail for whom a rate of pay and classification exists in this schedule. The Tourist Train areas include Cairns, Freshwater, Kuranda, Normanton, Croydon and any new sites worked subsequent to the establishment of this Agreement.

Where this schedule creates an inconsistency with the general section of this Agreement the provisions of this schedule will prevail to the extent of the inconsistency created.

1. GROUPS WITHIN THIS SCHEDULE

- Group 1 is comprised of flexible permanent part-time employees and any new positions created subsequent to the establishment of this Agreement. Where Group 1 provisions create an inconsistency with the part-time provisions outlined in Clause 26 of the general part of this Agreement, this schedule will prevail to the extent of any inconsistency created.
- Group 2 is comprised of all other employees working for the Tourist Train business and any new positions created subsequent to the establishment of this Agreement.

2. HOURS OF WORK ARRANGEMENTS

Hours of Work

2.1 Group 1 employees – No more than 12 ordinary hours may be worked per day and no more than 76 ordinary hours may be worked per fortnight.

Group 2 employees – Ordinary hours for full-time employees are 38 hours per week averaged over the work cycle.

Group 1 employees are guaranteed a minimum of 53.6 hours per fortnight.

Group 1 employees will not be required to work less than 4 hours per shift and will not be required to work more than 12 hours on any day. At no time will more than three 12 hour shifts be worked consecutively.

Public holidays

2.2 Group 1 employees who are rostered to work on a public holiday but who are not required to work will be paid the rostered hours for the day at ordinary time (100%).

Group 1 employees will be paid a minimum of 4.6 hours at ordinary time for all public holidays.

Shift lengths

- 2.3 (This subclause does not apply to Group 1 employees. Refer to clause 3 of this schedule for specific conditions.)

Ordinary hours may be worked in shifts of up to 12 hours without attracting overtime penalties subject to the following:

- Where the ordinary working hours are to exceed 8 on any day, the arrangements of hours will be subject to the agreement of the Company and the majority (50% plus 1 employee) of employees concerned.
- Where ordinary hours are to exceed 10 hours up to 12 hours it will be subject to the agreement of the Company and at least 66% of the employees within the area concerned and meeting the following criteria:
 - Occupational health and safety issues; and
 - Suitable rostering arrangements being made.

Implementation of the 38 hour week

- 2.4 (This subclause does not apply to Group 1 employees. Refer to clause 3 of this schedule for specific conditions.)

The 38 hour week may be worked on any 5 in any 7 days or any 10 in any 14 days at ordinary time.

For those employees working a 38 hour week, the following scope of implementation of a 38 hour week in accordance with clause 2.5 is available:

- employees can work less than 8 ordinary hours each day; or,
- employees can work less than 8 ordinary hours on 1 or more days each work cycle; or,
- by fixing 1 or more work days on which all employees will be off during a particular work cycle; or,
- by rostering employees off on various days of the week during a particular work cycle so that each employee has 1 work day off during that cycle.

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

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

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

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

38 Hour week - procedures for implementation of rosters

2.5 (This subclause does not apply to Group 1 employees. Refer to clause 3 of this schedule for specific conditions.)

The Company and representatives of all employees concerned in each work area will consult over the most appropriate means of implementing and working a 38 hour week.

The objective of such consultation will be to reach agreement on the method of implementing and working the 38 hour week.

The outcome of such consultation will be recorded in writing.

In cases where agreement cannot be reached at the local level as a result of consultation between the parties, either party may request the assistance or advice from their workplace representatives or the Company's representatives. This should occur as soon as it is evident that agreement cannot be reached.

In the event that the consultative procedure results in a lack of agreement by employees, the Company will have the right to make the final determination as to the method by which the 38 hour week is implemented.

Alteration to 38 hour week methodology

2.6 (This subclause does not apply to Group 1 employees. Refer to clause 3 of this schedule for specific conditions.)

Following the implementation of the 38 hour week, the method of working may be altered, upon giving 7 days' notice or such shorter period as may be agreed by the Company and employees affected, following consultation between the Company and the employees concerned, utilising the foregoing provisions of this clause.

The provisions of this clause are designed to afford all reasonable flexibility in the method of working a 38 hour week, however, that flexibility is not intended to extend regular

rostered workings of a 38 hour week into 6 ordinary shifts for that particular 38 hour week without agreement between the Company and the majority of employees directly concerned.

Payment of leave for own illness/injury and leave for family/emergency reasons in relation to guaranteed hours

- 2.7 Employees will be paid leave at ordinary time rates for own illness/injury and leave for family/emergency reasons for the rostered hours of the shift for which they are absent.

In the event that an employee is ill/injured, is guaranteed minimum hours and where the roster is not posted, pro-rata leave for own illness/injury or leave for family/emergency reasons will be paid to guarantee minimum hours.

In no case will an employee be paid more than 38 hours leave for the week.

Payment of annual leave in relation to guaranteed hours

- 2.8 Employees will be paid a maximum of 38 hours annual leave per week provided they have the required amount of annual leave accrued.

Shift brought forward

- 2.9 (This subclause does not apply to Group 1 employees. Refer to clause 3 of this schedule for specific conditions.)

The Company will provide employees with at least 24 hours notice or before the cessation of the previous shift, of an alteration to the employee's next day's rostered working, bringing the starting time forward to an earlier hour, without attracting overtime penalties.

Where notice has been given after the cessation of the previous shift and the notice is within 24 hours of the intended new shift, the following method of payment will apply:

- all time worked outside of the previous rostered hours will attract overtime penalty in accordance with clause 66.3 of the general part of this Agreement.
- employees will be entitled to passive payment at ordinary rates for all previously rostered hours not worked in the changed shift.
- all time worked within the hours of the previously rostered shift will be treated as ordinary time to be paid at the rate applicable to the day.

The 24 hour notice period will be calculated from the time of the notification to the time of the altered start time.

Consecutive hours break

- 2.10 Except where provided for in 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.

Resuming duty without a break

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

If on the instructions of the Company 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.

Consecutive hours break substitution

- 2.12 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.

3. Rostering and flexibility

Roster flexibility for Group 1 employees

- 3.1 In order to meet unexpected fluctuations in business activity, the Company may:
- Decrease the hours of work of a Group 1 employee during any daily roster by a maximum of 2 hours.
 - Roster employees for broken shifts with a maximum of 2 work periods and a break of no more than 4 hours.

The daily roster will not be extended by more than 4 hours without consent and will not be decreased below 4 hours for the shift.

In circumstances where a shift is cancelled within 12 hours the employee will be paid the total rostered hours at the ordinary time rate.

All employees must be contactable by phone for roster advice and alterations.

Multi point sign on

(This subclause does not apply to Group 2.)

- 3.2 Employees will sign on for duty at any of the Tourist Train locations as required. Unless otherwise agreed, employees will sign on and sign off at the same location.

Following an employee signing on, where an employee is required to travel to an alternative work location using their private vehicle, the employee will be entitled to a mileage allowance as set in the Company's Motor Vehicle Allowance Policy.

Multiple locations

- 3.3 For Group 1 employees - Employees will be required, after appropriate training and being assessed as competent, to carry out all the required functions and responsibilities of the position at any Tourist Train location.

Equalisation of hours

- 3.4 The hours for Group 1 employees will be equalised among that group as far as practicable each fortnight. However, there is no requirement for hours to be equalised collectively across Cairns GSA and Freshwater GSA employees.

Report for duty as rostered

(This subclause does not apply to Group 1 employees.)

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

Rostered day off

- 3.6 Group 1 employees will be rostered off duty at least 4 days per fortnight unless mutually agreed otherwise.

Group 2 employees will be rostered off duty at least one day in each week.

There will be posted at all sign-on points on Friday a sheet listing the rostered day off of each employee for the following week.

However, employees whose 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.

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.

Weekly rosters

- 3.7 Where reasonably practicable the daily rostered hours of duty showing times of book off for meals or otherwise will be set out by the Company.

However, the parties acknowledge the nature of the Tourist Train hospitality and tourism business and that fluctuations in customer requirements at short notice may cause difficulty in providing employees with precise rosters in advance. Therefore employees may be rostered a shift or called in at short notice.

Special call outs

(This subclause does not apply to Group 1 employees.)

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

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

Maximising hours of work opportunities

- 3.9 Through union consultation processes, the parties will explore cost neutral strategies for employees to maximise the hours of work opportunities.

4. Gold class

Gold Class rostered on call

- 4.1 Due to specific business needs associated with the Gold Class service, the following applies to any Tourist Train employee shown on the roster as 'Gold Class rostered on call'.

Employees shown on the roster as 'Gold Class rostered on call' for a particular day who are not required to work any hours during that day will be paid 3 hours and 30 minutes' passive time.

Employees shown on the roster as 'Gold Class rostered on call' must be contactable by phone between 0700 and 1230 and be able to attend a shift as required. However, the Company reserves the right to contact employees outside of these hours.

Selection of employees for Gold Class workings

- 4.2 After closure of Gold Class service due to no bookings the Gold Class service will not be reopened using Group 1 employees, unless by agreement.

As far as practicable, employees ordinarily performing the duties of Catering Attendant or Gold Class Attendant will be first offered additional Gold Class shifts. Group 1 employees will only be required to perform the role of Gold Class Attendant in unforeseen or unplanned circumstances.

5. Allowances

Principles

- 5.1 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.

Flexibility allowance

- 5.2 Group 1 employees who are classified as OS1 will be paid an additional 5% on top of their base rate of pay for ordinary hours worked up to the agreed maximum and on the agreed minimum if no hours or less hours than the minimum are worked. This allowance is in recognition of flexible work arrangements and multi skilling, and in lieu of standby or on call allowance, shift brought forward and deferred provisions, and in recognition of multi point sign on.

The 5% allowance is paid on ordinary time and annual leave only.

Housing allowance

(This subclause does not apply to Group 1 employees.)

- 5.3 In addition to the employee's salary, each station supervisor will be entitled to a free house, light and fuel. For the purpose of payment under this clause, the house, light, and fuel will be deemed as equivalent to an additional salary of \$561.54 effective 1 March 2018 per annum.

Saturday time, Sunday time, time worked on Good Friday, Anzac Day, Labour Day and Christmas Day, and overtime for stations supervisors and relieving station supervisors will be calculated on the basis of salary and housing allowance combined.

The maximum and minimum salaries of relieving station supervisors in the respective classes will be similar to those prescribed for station supervisors at stations of those classes with an additional allowance of \$561.54 effective 1 March 2018 per annum in lieu of

house, light and fuel. However, when a relieving station supervisor is appointed as a station supervisor or station officer, the employee will no longer receive housing allowance.

A relieving station supervisor will be paid the classification salary or the minimum of the class for the station at which the employee relieves, whichever is the highest, with an additional allowance of \$561.54 effective 1 March 2018 per annum in lieu of house, light and fuel.

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

Overtime meal allowance

5.4 An employee will be entitled to receive a payment of an overtime meal allowance of \$16.29 under any of the following criteria:

- a) The employee is specially 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

- b) An employee who is specially called out, is given less than 2 hours notice, to work 2 hours or more, prior to and continuous with a rostered shift.
- c) An employee is specially called out and is advised after 2200 hours to sign on before 0600 hours to work 2 hours or more overtime prior to and continuous with a rostered shift.
- d) An employee works an overtime shift of more than 4 hours between 1900 hours and 0700 hours with less than 2 hours notice given.
- e) An employee is advised after 2200 hours to sign on before 0600 hours to work an overtime shift of over 4 hours.
- f) An employee works more than 2 hours overtime past their rostered ceasing time regardless of when the employee is notified of the requirement to work overtime.

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

Grandparenting of multiskilling allowance

5.5 Employees employed prior to the commencement of this Agreement with the following service numbers will continue to receive the application of clause 5.3 of Schedule 2 of the *Queensland Rail Travel and Tourism and Other Employees Enterprise Agreement 2016*.

202718	220028	852647	854952	861395	863629	867956
901561	901718	903012	903388	905626	907658	

SCHEDULE 3 – Authorised Officers

This schedule will only apply specifically to employees who are employed as Authorised Officers, Senior Authorised Officers, any newly created position with the work unit and/or positions that qualify as being Authorised Officers.

Where this schedule creates an inconsistency with the general section of the Agreement the provisions of this schedule will prevail to the extent of the inconsistency created.

1. Coverage

1.1 This Schedule applies to employees in the Authorised Officer Unit area whose positions are classified as:

- Authorised Officer
- Senior Authorised Officer
- And any new positions created subsequent to the establishment of this Agreement for which a classification exists (refer schedule 4).

2. Hours of work and other arrangements

2.1 The ordinary hours of work for a full-time employee are 38 hours per week averaged over the work cycle.

Shift Lengths

2.1.1 Ordinary hours may be worked in shifts of up to 12 hours without attracting overtime penalties subject to the following:

- Where the ordinary working hours are to exceed 8 on any day, the arrangements of hours will be subject to the agreement of the Company and the majority (50% plus 1 employee) of employees concerned.
- Where ordinary hours are to exceed 10 hours up to 12 hours, this will be subject to the agreement of the Company and at least 66% of the employees within the area concerned and meeting the following criteria:
 - Occupational health and safety issues and
 - Suitable rostering arrangements being made.

- The standard hours worked for Authorised Officers will be 9.5 hours.

2.1.2 Implementation of the 38 hour week

a) The 38 hour week may be worked on any 5 in any 7 days or any 10 in any 14 days at ordinary time.

b) For those employees working a 38 hour week, the following scope of implementation of a 38 hour week in accordance with Clause 4.2.3 of this Schedule is available:

- employees can work less than 8 ordinary hours each day
- employees can work less than 8 ordinary hours on 1 or more days each work cycle by fixing 1 or more work days on which all employees will be off during a particular work cycle
- By rostering employees off on various days of the week during a particular work cycle so that each employee has 1 work day off during that cycle.

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

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

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

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

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

2.1.3 38 hour week - procedures for implementation of rosters

a) The Company and 1 elected roster committee representative from each team will consult over the most appropriate means of implementing and working a 38 hour week.

b) The objective of such consultation will be to reach agreement on the method of implementing and working the 38 hour week.

c) The outcome of such consultation will be recorded in writing.

d) In cases where agreement cannot be reached at the local level as a result of consultation between the parties, either party may request assistance or advice from their workplace representatives or the Company's representatives. This should occur as soon as it is evident that agreement cannot be reached.

e) In the event that the consultative procedure results in a lack of agreement by employees, the Company will have the right to make the final determination as to the method by which the 38 hour week is implemented.

2.1.4 Alteration to 38 hour week methodology

a) Following the implementation of the 38 hour week, the method of working may be altered, upon giving 7 days' notice or such shorter period as may be agreed by the Company and employees affected, following consultation between the Company and the employees concerned, utilising the foregoing provisions of this Clause.

b) The provisions of this Clause are designed to afford all reasonable flexibility in the method of working a 38 hour week, however, that flexibility is not intended to extend regular rostered workings of a 38 hour week into 6

ordinary shifts for that particular 38 hour week without agreement between the Company and the majority of employees directly concerned.

Master rosters

2.1.5 Master rosters for employees will be prepared giving consideration to employee health and safety, customer service requirements, business efficiency, flexibility, financial viability and timetabling. Development of these rosters will comply with the principles of fatigue management.

2.1.6 One representative will be elected by employees from each team and will be consulted with regards to master roster development.

2.1.7 Rosters will be posted on a Sunday, the full week prior to that week's roster commencing.

2.1.8 Special call outs

If an employee is called out at any time and attends for duty the employee will be paid a minimum payment of 4 hours at ordinary rate plus the penalty payment above 100% applicable to the particular day for each hour (defined as any part of an hour) actually worked. Payment for call outs will be computed from the sign on for actual work performed.

Changes to rostered shifts

2.2 The following principles apply for change of rostered shifts:

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

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

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

2.2.4 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.

- 2.2.5 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.
- 2.2.6 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

- 2.3 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 hour's pay.
- 2.3.1 This rate will be paid at the rate applicable to the day but will not be counted for the calculation of overtime.
- 2.3.2 For the sake of clarity, this clause does not apply to employees who are not working nominated start and finish times.

Shift brought forward

- 2.4 The Company will provide employees with at least 24 hours' notice or before the cessation of the previous shift, of an alteration to the employees next day's rostered working, bringing the starting time forward to an earlier hour, without attracting overtime penalties.

2.4.1 Where notice has been given after the cessation of the previous shift and the notice is within 24 hours of the intended new shift, the following method of payment will apply:

- all time worked outside of the previous rostered hours will attract overtime penalty in accordance with Clause 66.3 of the general part of this Agreement.
- employees will be entitled to passive payment at ordinary rates for all previously rostered hours not worked in the changed shift.
- all time worked within the hours of the previously rostered shift will be treated as ordinary time to be paid at the rate applicable to the day.

2.4.2 The 24 hour notice period will be calculated from the time of the notification to the time of the altered start time.

12 consecutive hours break

2.5 Except where provided for in this Agreement:

An employee who works so much overtime between the termination of their ordinary work on 1 day and the commencement of the employee's ordinary work on the next day that the employee has not had at least 12 consecutive hours off duty between those times, will be released after completion of overtime until the employee has had 12 consecutive hours off duty without loss of pay for ordinary time occurring during such absence. In situations where a shift follows 2 consecutive days off or a public holiday, an employee will be required to have 12 consecutive hours break from duty, including overtime, in the 15 hours immediately before the ordinary commencing time of any shift.

Resuming duty without a break

2.6 An employee will not attend for work without the required interval between shifts unless directed by the Company. If on the instructions of the Company an employee resumes or continues work without having had 12 consecutive hours off duty, the employee will be paid overtime rates, as per Clause 66.3 of the general part of this Agreement until the employee is released from duty for 12 consecutive hours off duty.

Report for duty as rostered

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

Overtime

- 2.8 For all Authorised Officers, overtime will be paid at the rate of double time.

Cancellation of overtime shifts

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

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

Weekend Rates

- 2.10 Saturday times

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

- 2.11 Sunday times

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

Mutual swaps

- 2.12 A mutual swap of shifts must be approved by the nominated Team supervisor. Approved mutual swaps will not incur penalty payments if 1 or more days fall on previously posted leisure days off or rostered days off.

3. Leave rostering

- 3.1 In order to sustain the business, annual leave will be rostered with only a certain number of employees who normally work within a particular designation or role allowed off at any time. The current year and the following year will be able to be allocated for annual leave. This record will be freely

available for employee perusal. All applications will be noted as to the time and date received and will be allocated to available annual leave accordingly. Should a concern regarding availability arise, then this will be referred to the Team supervisor.

Long service leave and extended periods of leave of absence will be approved by the nominated Team supervisor.

4. Roster code of practice

4.1 Within 3 months of the commencement of the agreement, a joint committee will be formed to develop a 'Roster Code of Practice'. The objectives of this 'Roster Code of Practice' are to:

- examine the identification of alternative duties that may be required in times of train disruptions, extreme weather events, special events such as commonwealth games, Olympic games and events similar to G20;
- rules and advice on paid as per roster duties such as training or the like; and
- provide guidance for other rostering issues as identified by the parties.

5. Meals

5.1 All Authorised Officer Positions attract a 30 min paid meal break for all rostered shifts and for any overtime shift that exceeds four (4) hours.

5.1.2 Where the paid meal break is not taken the 30 minutes will be added to the shift length at the overtime penalty of 200% irrespective of the total hours worked or overtime penalty payment due.

Overtime meal allowance

5.2 An employee will be entitled to receive a payment of an overtime meal allowance of \$16.29 under any of the following criteria:

- a) The employee is specially 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

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

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

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

e) The employee is advised after 2200 to sign on before 0600 to work an overtime shift of over 4 hours.

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

Rest Break

5.3 Employees will have a 10 minute paid rest break in the first half and the second half of the day, subject to the following conditions:

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

5.4 Rest pauses may be combined into one 20 minute rest pause to be taken during the ordinary working day by mutual agreement.

6. Shift loading

- 6.1 In addition to the allowances set out in clause 65.1 an employee who signs on or off at or between 0001 and 0459 on Monday and 2359 Monday to Thursday to 0459 on Tuesday to Friday will be paid for that shift a loading of \$6.11 effective 1 March 2020 provided that such loading is not payable on an overtime (or excess) shift.

7. First Aid Allowance

- 7.1 One (1) Authorised Officer from each team on duty will be appointed by their supervisor for each rostered shift (who are trained and required) to perform first aid duties will be paid \$2.57 per shift effective 1 March 2020 in addition to their ordinary rates. The allowance will not be paid when employees are on leave (or where the employee holds the first aid competency which contributes to a pay point). When such employees are away on leave, substitutes will be appointed to act in their place.
- 7.2 Any Authorised Officer who during the course of their duties on a rostered shift, performs First Aid and is not the appointed person for that day, may claim and receive the First Aid allowance.

8. Working in the rain

- 8.1 Suitable waterproof clothing will be supplied by the Company, where practicable, to employees who are required to work in the rain. Where in the performance of their duties, an employee's clothes becomes saturated 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.

9. Travel Train/ Long distance duties

- 9.1 Authorised Officers conduct duties onboard Long-Distance services across Queensland. All rostering of Long-distance duties will be on a voluntary basis in the first instance following the policies and procedures of organising and planning these duties.

- 9.1.2 All days that the Authorised Officer is required to be away from home will be rostered as a normal shift on duty, paid at the applicable rate for that day.
- 9.1.3 Any trip that has a duration of more than three (3) rostered days, each Authorised Officer affected will receive one (1) day off in lieu within the same pay cycle unless agreed to by management.
- 9.2 All meals onboard a long-distance service will be supplied to the Authorised Officer/s.
- 9.3 An allowance of \$80 per day will be paid to each officer in lieu of other applicable meal allowances.
- 9.3.1 The Authorised Officer/s will supply and source their own meals while not onboard a long-distance service.
- 9.4 Employees who are required to work through the standard 9.5hr shift length due to being on board a long-distance service, will be provided with access to resting areas where available.
- 9.5 Overtime will not be paid while performing onboard duties on a long-distance service. This is in recognition of downtime periods in between duties being carried out.
- 9.6 In the event of a long delay not normally associated with the service, whether it be due to extreme weather, mechanical break down and any other unforeseen circumstance, the business will give reasonable consideration to the payment of overtime.
- 9.7 Authorised Officers will be expected to carry out duties to assist the driver, Passenger Services Supervisor and Passenger Service Attendant/s, but will not perform the duties or act in the position of the aforementioned.

10. Booking off sick while on train

- 10.1 Should an employee book off sick while on a train, the only form of payment available for this time will be leave for own illness/injury. The Company's primary concern will be for the employee's health.

- 10.2 Should an employee be required to leave the train due to their illness, then the only form of payment available for this time will be leave for own illness/injury. The nominated manager is to be advised.

- 10.3 Payment for leave for own illness/injury may be used to calculate ordinary hours for the week but will not be used to contribute to overtime.

11. Working away from home

- 11.1 Eligible employees will be paid living away from home allowance and travelling allowance in accordance with the Travelling, Living Away From Home and Camp Allowance Policy.

SCHEDULE 4 – Classification Structure and Wage Rates

1. Classification review – Applicable to all employees

1.1 An employee can request to have the classification of their appointed position reviewed. The employee can provide input into the review process. Should the request for a review be declined or the employee disagrees with the outcome of the classification review, the employee, or their representative, if so requested by the employee, may access the Disputes Procedures of the General Part of this agreement.

2. Operations stream – Applicable to employees pursuant to part 2, 3 and 4 of schedule 1; schedule 2 and schedule 3

2.2 Operations stream classifications will undertake a range of duties which apply to employees who will be required to possess a range of skills appropriate to this stream. Such operational tasks include passenger transport and handling, operational support and providing quality customer service.

a) Movement between classification levels

- Between levels 1 and 2, 2 and 3 for non-supervisory staff by appointment to advertised vacancies.
- From level 3 to higher levels and supervisory positions in all levels by appointment to advertised vacancies subject to the 'Vacancies' clause in the general part of this Agreement.

b) Movement within classification levels

- Within levels 1, 2 and 3 will be by appointment to advertised vacancies.
- Within levels 4 and above will be subject to the employee achieving the agreed performance objectives which are to be reviewed annually.

c) However, an increase will not be made to the salary of any employee until:

1. In the case of a full-time employee, the employee has received the salary for a period of 12 months.
2. In the case of a part-time employee, the employee has received the salary for the equivalent of 12 months' full-time service.

3 Wage rates for employees pursuant to part 2, 3 and 4 of schedule 1; schedule 2 and Schedule 3

Pay Scale Group	Pay Scale Level	1 March 2018	1 March 2019	1 March 2020	1 March 2022
OS1	1	1,861.03	1,916.86	1,974.37	2,033.60
OS1	2	1,918.11	1,975.65	2,034.92	2,095.97
OS1	3	1,970.60	2,029.71	2,090.60	2,153.32
OS1	4	2,015.80	2,076.26	2,138.55	2,202.71
OS1	5	2,070.31	2,132.42	2,196.39	2,262.28
OS1	6	2,125.93	2,189.72	2,255.41	2,323.07
OS2	1	2,155.98	2,220.65	2,287.27	2,355.89
OS2	2	2,193.33	2,259.13	2,326.90	2,396.71
OS2	3	2,233.75	2,300.77	2,369.79	2,440.88
OS2	4	2,303.74	2,372.85	2,444.04	2,517.36
OS3	1	2,344.23	2,414.59	2,487.03	2,561.64
OS3	2	2,405.05	2,477.19	2,551.51	2,628.06
OS3	3	2,466.51	2,540.51	2,616.73	2,695.23
OS4	1	2,509.53	2,584.82	2,662.36	2,742.23
OS4	2	2,571.02	2,648.14	2,727.58	2,809.41
OS4	3	2,631.67	2,710.62	2,791.94	2,875.70
OS4	4	2,732.98	2,814.95	2,899.40	2,986.38
OS5	1	2,854.95	2,940.61	3,028.83	3,119.69
OS5	2	2,956.55	3,045.25	3,136.61	3,230.71
OS5	3	3,017.04	3,107.55	3,200.78	3,296.80
OS6	1	3,098.65	3,191.61	3,287.36	3,385.98
OS6	2	3,195.10	3,290.95	3,389.68	3,491.37
OS6	3	3,301.69	3,400.74	3,502.76	3,607.84
OS7	1	3,471.69	3,575.84	3,683.12	3,793.61
OS7	2	3,572.71	3,679.89	3,790.29	3,904.00
OS7	3	3,673.05	3,783.24	3,896.74	4,013.64
OS7	4	3,774.91	3,888.16	4,004.80	4,124.94

(\$ per fortnight)

4. Wage rates (including all purpose allowance) for applicable service number's identified under clause 4.1.1 (a) of Schedule 1 Part 4 of this Agreement.

4.1 The following table for the wage rates for this agreement contains Operations stream wage rates plus the relevant productivity "all purpose allowance "(APA) payments applicable for the service number's identified under clause 4.1.1 (a) of Schedule 1 Part 4 of this Agreement.

Pay Scale Group	Pay Scale Level	1 March 2018			1 March 2019			1 March 2020			1 March 2022		
		Base F/N	APA	Total F/N	Base F/N	APA	Total F/N	Base F/N	APA	Total F/N	Base F/N	APA	Total F/N
OS1	1	1,861.03	28.04	1,889.07	1,916.86	28.04	1,944.90	1,974.37	28.04	2,002.41	2,033.60	28.04	2,061.64
OS1	2	1,918.11	28.90	1,947.01	1,975.65	28.90	2,004.55	2,034.92	28.90	2,063.82	2,095.97	28.90	2,124.87
OS1	3	1,970.60	29.69	2,000.29	2,029.72	29.69	2,059.41	2,090.61	29.69	2,120.30	2,153.33	29.69	2,183.02
OS1	4	2,015.80	30.37	2,046.17	2,076.27	30.37	2,106.64	2,138.56	30.37	2,168.93	2,202.72	30.37	2,233.09
OS1	5	2,070.31	31.19	2,101.50	2,132.42	31.19	2,163.61	2,196.39	31.19	2,227.58	2,262.28	31.19	2,293.47
OS1	6	2,125.93	32.03	2,157.96	2,189.71	32.03	2,221.74	2,255.40	32.03	2,287.43	2,323.06	32.03	2,355.09
OS2	1	2,155.98	32.48	2,188.46	2,220.66	32.48	2,253.14	2,287.28	32.48	2,319.76	2,355.90	32.48	2,388.38
OS2	2	2,193.33	33.04	2,226.37	2,259.13	33.04	2,292.17	2,326.90	33.04	2,359.94	2,396.71	33.04	2,429.75
OS2	3	2,233.75	33.65	2,267.40	2,300.76	33.65	2,334.41	2,369.79	33.65	2,403.44	2,440.88	33.65	2,474.53
OS2	4	2,303.74	34.71	2,338.45	2,372.85	34.71	2,407.56	2,444.04	34.71	2,478.75	2,517.36	34.71	2,552.07
OS3	1	2,344.23	35.32	2,379.55	2,414.56	35.32	2,449.88	2,486.99	35.32	2,522.31	2,561.60	35.32	2,596.92
OS3	2	2,405.05	36.23	2,441.28	2,477.20	36.23	2,513.43	2,551.52	36.23	2,587.75	2,628.06	36.23	2,664.29
OS3	3	2,466.51	37.16	2,503.67	2,540.51	37.16	2,577.67	2,616.72	37.16	2,653.88	2,695.22	37.16	2,732.38
OS4	1	2,509.53	37.81	2,547.34	2,584.82	37.81	2,622.63	2,662.36	37.81	2,700.17	2,742.23	37.81	2,780.04
OS4	2	2,571.02	38.73	2,609.75	2,648.15	38.73	2,686.88	2,727.60	38.73	2,766.33	2,809.42	38.73	2,848.15
OS4	3	2,631.67	39.65	2,671.32	2,710.62	39.65	2,750.27	2,791.94	39.65	2,831.59	2,875.70	39.65	2,915.35
OS4	4	2,732.98	41.17	2,774.15	2,814.97	41.17	2,856.14	2,899.42	41.17	2,940.59	2,986.40	41.17	3,027.57
OS5	1	2,854.95	43.01	2,897.96	2,940.60	43.01	2,983.61	3,028.82	43.01	3,071.83	3,119.68	43.01	3,162.69
OS5	2	2,956.55	44.54	3,001.09	3,045.25	44.54	3,089.79	3,136.60	44.54	3,181.14	3,230.70	44.54	3,275.24

Pay Scale Group	Pay Scale Level	1 March 2018			1 March 2019			1 March 2020			1 March 2022		
		Base F/N	APA	Total F/N	Base F/N	APA	Total F/N	Base F/N	APA	Total F/N	Base F/N	APA	Total F/N
OS5	3	3,017.04	45.45	3,062.49	3,107.55	45.45	3,153.00	3,200.78	45.45	3,246.23	3,296.80	45.45	3,342.25
OS6	1	3,098.65	48.14	3,146.79	3,191.61	48.14	3,239.75	3,287.36	48.14	3,335.50	3,385.98	48.14	3,434.12
OS6	2	3,195.10	46.68	3,241.78	3,290.95	46.68	3,337.63	3,389.68	46.68	3,436.36	3,491.37	46.68	3,538.05
OS6	3	3,301.69	49.74	3,351.43	3,400.74	49.74	3,450.48	3,502.76	49.74	3,552.50	3,607.85	49.74	3,657.59
OS7	1	3,471.69	52.30	3,523.99	3,575.84	52.30	3,628.14	3,683.12	52.30	3,735.42	3,793.61	52.30	3,845.91
OS7	2	3,572.71	53.83	3,626.54	3,679.89	53.83	3,733.72	3,790.29	53.83	3,844.12	3,904.00	53.83	3,957.83
OS7	3	3,673.05	55.34	3,728.39	3,783.24	55.34	3,838.58	3,896.74	55.34	3,952.08	4,013.64	55.34	4,068.98
OS7	4	3,774.91	56.87	3,831.78	3,888.16	56.87	3,945.03	4,004.80	56.87	4,061.67	4,124.95	56.87	4,181.82

5. Wage rates (including all purpose allowance) for employees pursuant to part 5 of schedule 1

5.1 Engineering Trades Stream (except EITs and ET employees performing administrative work)

Pay Scale Group	Pay Scale Level	1 March 2018			1 March 2019			1 March 2020			1 March 2022		
		Base F/N	APA	Total F/N	Base F/N	APA	Total F/N	Base F/N	APA	Total F/N	Base F/N	APA	Total F/N
ET1	1	1,877.49	150.46	2,027.95	1,933.81	150.46	2,084.27	1,991.83	150.46	2,142.29	2,051.58	150.46	2,202.04
ET1	2	1,924.14	154.19	2,078.33	1,981.86	154.19	2,136.05	2,041.32	154.19	2,195.51	2,102.56	154.19	2,256.75
ET1	3	1,989.83	159.46	2,149.29	2,049.52	159.46	2,208.98	2,111.01	159.46	2,270.47	2,174.34	159.46	2,333.80
ET1	4	2,089.45	167.44	2,256.89	2,152.13	167.44	2,319.57	2,216.70	167.44	2,384.14	2,283.20	167.44	2,450.64
ET1	5	2,172.31	174.08	2,346.39	2,237.48	174.08	2,411.56	2,304.60	174.08	2,478.68	2,373.74	174.08	2,547.82
ET2	1	2,214.28	177.44	2,391.72	2,280.71	177.44	2,458.15	2,349.13	177.44	2,526.57	2,419.60	177.44	2,597.04
ET2	2	2,320.05	185.92	2,505.97	2,389.65	185.92	2,575.57	2,461.34	185.92	2,647.26	2,535.18	185.92	2,721.10
ET2	3	2,428.40	194.60	2,623.00	2,501.25	194.60	2,695.85	2,576.29	194.60	2,770.89	2,653.58	194.60	2,848.18
ET2	4	2,536.06	203.23	2,739.29	2,612.14	203.23	2,815.37	2,690.51	203.23	2,893.74	2,771.22	203.23	2,974.45
ET3	1	2,643.71	211.86	2,855.57	2,723.02	211.86	2,934.88	2,804.71	211.86	3,016.57	2,888.85	211.86	3,100.71
ET3	2	2,752.32	220.56	2,972.88	2,834.89	220.56	3,055.45	2,919.94	220.56	3,140.50	3,007.53	220.56	3,228.09
ET3	3	2,860.13	229.20	3,089.33	2,945.93	229.20	3,175.13	3,034.31	229.20	3,263.51	3,125.34	229.20	3,354.54
ET4	1	2,967.76	237.83	3,205.59	3,056.79	237.83	3,294.62	3,148.50	237.83	3,386.33	3,242.95	237.83	3,480.78
ET4	2	3,118.63	249.92	3,368.55	3,212.19	249.92	3,462.11	3,308.55	249.92	3,558.47	3,407.81	249.92	3,657.73
ET4	3	3,294.46	264.01	3,558.47	3,393.29	264.01	3,657.30	3,495.09	264.01	3,759.10	3,599.95	264.01	3,863.96
ET5	1	3,507.69	281.09	3,788.78	3,612.92	281.09	3,894.01	3,721.31	281.09	4,002.40	3,832.95	281.09	4,114.04
ET5	2	3,616.18	289.79	3,905.97	3,724.67	289.79	4,014.46	3,836.41	289.79	4,126.20	3,951.50	289.79	4,241.29
ET5	3	3,723.54	298.39	4,021.93	3,835.25	298.39	4,133.64	3,950.30	298.39	4,248.69	4,068.81	298.39	4,367.20
ET6	1	4,005.23	320.96	4,326.19	4,125.39	320.96	4,446.35	4,249.15	320.96	4,570.11	4,376.62	320.96	4,697.58
ET6	2	4,099.34	328.51	4,427.85	4,222.32	328.51	4,550.83	4,348.99	328.51	4,677.50	4,479.46	328.51	4,807.97
ET6	3	4,192.06	335.94	4,528.00	4,317.82	335.94	4,653.76	4,447.36	335.94	4,783.30	4,580.78	335.94	4,916.72
ET6	4	4,286.06	343.47	4,629.53	4,414.64	343.47	4,758.11	4,547.08	343.47	4,890.55	4,683.49	343.47	5,026.96

SCHEDULE 5 – Glossary of terms

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

Term/ Abbreviation	Meaning
Agreement	Means Enterprise Bargaining Agreement.
Applicable safe working	Means the applicable modules of relevant safe working procedures to a level which facilitates safe operation to the required standard of accreditation.
Autonomous worker	Means a worker who manages themselves and the work and work practices they perform on a day-to-day basis. They have a high level of autonomy, with problem solving and decision making responsibility in the course of managing themselves (competent, plan, organise, motivate and control).
Base rate of pay	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"> • incentive-based payments and bonuses • loadings • monetary allowances • overtime or penalty rates • any other separately identifiable amounts
Broken shift	Means a shift of work performed by employees which is broken into not more than 2 periods excluding rest pauses and meal breaks.
Call out	Means a period of work which commences and ends between ordinary rostered working shifts. Where a period of work does not cease prior to the commencement of an employee's next normal rostered shift, the call out duty ceases at the commencing time of such rostered shift.
Business	Means Queensland Rail Transit Authority.
Emergency situation (for the purpose of leave for family / emergency reasons)	Means a sudden or unforeseen occurrence of a danger demanding immediate remedy or action.
Employee in transition	Means an employee whose position has been designated surplus to requirements.
Home depot	Means an employee's appointed operational base; or temporary operational base where the employee is working away from home on temporary transfer.
Household member	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.

Term/ Abbreviation	Meaning
Immediate family	<p>Means:</p> <ul style="list-style-type: none"> an employee's spouse (including de facto spouse, former spouse, former de facto spouse or same sex partner). a child (including an adult child, adopted child, foster child, or step child of an employee or an employee's spouse). a parent, grandparent, grandchild or sibling of an employee or an employee's spouse. <p>In the case of bereavement leave only, 'immediate family' also includes an employee's step-parent, step-sibling or half-sibling.</p>
Laying off	<p>Laying off is an allowance paid to all onboard staff between sign off from one shift to sign on for a following shift.</p> <p>This allowance is subject to the conditions within the registered workplace agreement.</p>
Leave for family/emergency reasons	<p>Means the leave type which has previously been known as family leave, or special family leave, in the Company. This leave type is consistent with carer's leave provided for by the Fair Work Act 2009 as part of personal/carer's leave.</p>
Leave for own illness/injury	<p>Means the leave type which has previously been known as sick leave in the Company. This leave type is consistent with personal leave provided for by the Fair Work Act 2009.</p>
Light lifting equipment	<p>Means any lifting equipment e.g. forklifts, with appropriate licensing for the plant and slinging of loads up to and including 16 tonnes lifting capacity.</p>
Light rigid vehicle	<p>Means vehicles up to 8 tonnes (GVM). License requirement = LR</p>
Limited safe working	<p>Means activities such as signal interpretation and identification, operation of signals, switches and ground frames to a level which facilitates safe operation to the required standard.</p>
Minor servicing and maintenance	<p>Means operational service and / or safety checks carried out in accordance with the manufacturers specifications.</p>
NES	<p>Means the National Employment Standards contained in the Fair Work Act (2009).</p>
Number of days' notice	<p>Means calendar days, and not working days.</p>
Ordinary hours	<p>Means the minimum number of hours an employee must work on average each week. Ordinary hours do not include overtime.</p>
Parties	<p>Means (collectively) the company, the relevant employees covered by the agreement and the relevant union/s covered by this agreement.</p>
Passive time	<p>Means the ordinary rate applicable to the day and is non-working time for the purposes of calculation of overtime.</p>
Permanent employee	<p>Means a full time and/or a part time employee with on going employment and does not include fixed term or casual employees.</p>
Pro rata	<p>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.</p>
Quarterly business consultative forum	<p>Means a forum between senior management from the Company and senior union officials to have Company wide discussions on a quarterly basis.</p>

Term/ Abbreviation	Meaning
Relocation	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.
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.
Shiftworker	Means an employee who must be involved in a roster where at least 2 shifts are rostered on a daily basis (and a majority of shifts in that week are also deemed shift work) with 1 employee relieving or being relieved by the other to carry on with that work. Further, each employee must rotate through that roster on a weekly basis. An overlap or gap of up to 2 hours may be allowed between each successive shift to attract the shift worker status.
Standby/on call	Means an employee who has been directed by the relevant manager to be contactable and available outside the normal working hours for recall to duty.
Workplace policies	Means documents in the Company's Governance and Management Framework including but not limited to policies, board directives, standards, specifications, procedures, related documents and forms.

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



Representative Signature

NICK EASY

CEO

Name, Title of Representative (print)

305 Edward Street

Brisbane, QLD 4000

Address

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



Representative Signature

OWEN DOOGAN

BRANCH SECRETARY

Name, Title of Representative (print)

Floor 1, 457 Upper Edward Street

Brisbane, QLD 4000

Address



Witness Signature

Rebecca Munn GEP3C

Name, Title of Witness (print)

26.8.2020

Date



Witness Signature

Sebastian Harris

Senior Employee Relations Advisor

Name, Title of Witness (print)

26/8/20

Date

Signed on behalf of Union
(Communications, Electrical, Electronic,
Energy, Information, Postal, Plumbing
and Allied Services Union of Australia)
and by its duly appointed representative



Representative Signature



Witness Signature

Neelam McKenzie Deputy Secretary

Name, Title of Representative (print)

Sebastian Harris
Senior Employee Relations Advisor

Name, Title of Witness (print)

41 Peel Street

South Brisbane, QLD 4101

Address

27/8/20

Date

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



Representative Signature



Witness Signature

Neil Henderson

Name, Title of Representative (print)

SECRETARY

Daniel Rawley

Name, Title of Witness (print)

LMU ORGANISER

Ground Floor, 32 Peel Street

South Brisbane, QLD 4101

Address

27/8/2020

Date

Annexure A.

Fair Work Commission

Queensland Rail

And

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

And

The Australian Municipal, Administrative, Clerical and Services Union

And

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia

**AG2020/2563 APPLICATION FOR THE APPROVAL OF THE
QUEENSLAND RAIL TRAVEL AND TOURISM AND OTHER EMPLOYEES ENTERPRISE AGREEMENT 2020**

UNDERTAKINGS – Section 190

1. I, Michael Gerard Hawkins, Senior Manager Employee Relations have the authority given to me by Queensland Rail Transit Authority to give the following undertakings with respect to the Queensland Rail Travel AND Tourism and Other Employees Enterprise Agreement 2020 .

NATIONAL EMPLOYMENT STANDARDS

Annual Leave

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

Personal Leave

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

Household Member

6. The Applicant recognises the Agreement restricts the definition of "Household Member" in the Glossary when compared with the National Employment Standards.
7. Pursuant to clause 8 of the Agreement, the following definition of "Household Member" is to be applied in lieu of the existing definition, for the purposes of the Agreement:

"Any household member that lives with the employee".

Family and Domestic Violence

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

Public Holidays

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

Shiftworkers

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

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

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

15. The Applicant considers the above undertaking to sufficiently address concerns raised by the Fair Work Commission in considering AG2020/2549 Application for the approval of the Queensland Rail Train Control Enterprise Agreement 2020.
16. Finally, Fair Work Commission's acceptance of this undertaking under section 190 of the Act will not cause financial detriment to any employee covered by the agreement or result in substantial changes to the agreement.

Signed on behalf of Queensland Rail Transit Authority

by its duly authorised representative



Representative Signature

MICHAEL GERARD HAWKINS

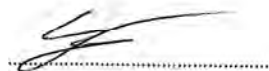
SENIOR MANAGER, EMPLOYEE RELATIONS

Full Name, Title of Representative (print)

305 Edward Street

Brisbane, Qld 4000

Address



Witness Signature

Sebastian Harris

Senior Employee Relations Advisor

Full Name, Title of Witness (print)

10/09/20

Date