



DECISION

Fair Work Act 2009

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

Queensland Rail Transit Authority T/A Queensland Rail
(AG2020/2558)

QUEENSLAND RAIL NETWORK ENTERPRISE AGREEMENT 2020

Rail industry

COMMISSIONER SPENCER

BRISBANE, 14 SEPTEMBER 2020

Application for approval of the Queensland Rail Network Enterprise Agreement 2020.

[1] An application has been made for approval of an enterprise agreement known as the *Queensland Rail Network 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); the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (the CEPU); and the “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union (the AMWU) (being bargaining representatives for the Agreement) were sought regarding the undertakings. The RTBU, ASU, CEPU and AMWU did not object to the undertakings. There were no employee bargaining representatives to the Agreement.

[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, CEPU and AMWU 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 and AMWU.

[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

And

Automotive, Food, Metals, Engineering, Printed and Kindred Industries Union

And

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Plumbing Division, Queensland Divisional Branch

**AG2020/2558 APPLICATION FOR THE APPROVAL OF THE
QUEENSLAND RAIL NETWORK 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 Network Enterprise Agreement ("the Agreement").

NATIONAL EMPLOYMENT STANDARDS

Annual Leave

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

Personal Leave

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

Household Member

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

"Any household member that lives with the employee".

Family and Domestic Violence

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

Public Holidays

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

Shiftworkers

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

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

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

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

Network 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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PART 1

Note: the terms and conditions set out in this part of the agreement will apply to all employees.

1 Title of this Agreement

The title of this Agreement is the Queensland Rail Network 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:
- 2.4 The Parties agree to terminate the agreement; and
- 2.5 Application for termination is made in accordance with the Act.

3 Nominal expiry date

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

4 Application of this Agreement

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

- 4.2.3 Communications, the Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (ETU).
- 4.2.4 “Automotive, Food, Metals, Engineering, Printed and Kindred Industries Union” known as the Australian Manufacturing Worker’s Union (AMWU).
- 4.2.5 Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia - Plumbing Division, Queensland Divisional Branch.

5 Relationship with other awards and agreements

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

6 Agreement to be available

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

7 Agreement to be negotiated

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

8 National employment standards

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

9 Workplace policies and procedures

- 9.1 The Business will develop and implement workplace policies and procedures from time to time. Such policies and procedures do not form part of this Agreement. They do however form part of the employment arrangements and are subject to the dispute procedure of this Agreement.
- 9.2 Where one of the following policies confers a financial benefit or other entitlement to an employee, that part of the policy that confers such benefit or entitlement to an employee covered by this Agreement will only be changed with the agreement of the unions covered by this Agreement:

- 9.2.1 Allowance: Locality

- 9.2.2 Allowance: Travelling, Living away from home and Camp
 - 9.2.3 Allowance: Motor Vehicle
 - 9.2.4 Allowance: Retirement (as per cessation policy)
 - 9.2.5 Guidelines for the completion of position descriptions within QR
 - 9.2.6 Legal Liability of Officers and Employees
 - 9.2.7 QR Passes
 - 9.2.8 Relocation benefits
 - 9.2.9 Managing Surplus Positions*
 - 9.2.10 Recruitment and Selection*
 - 9.2.11 Health Management Administration*
 - 9.2.12 Managing Performance and Behaviour*
- 9.3 Notwithstanding the foregoing, agreement is not required where the changes are necessary to ensure that the policy is consistent with the law; or the changes constitute administrative simplification of the policy (that do not affect the intent of the relevant benefit or entitlement).
- 9.4 For the purposes of this clause, the term policies shall be read to include Policies, Specifications and Standards.
- 9.5 The overall job evaluation methodology, i.e. the evaluation / assessment of positions will not be changed during the life of this Agreement without the agreement of the unions who are covered by this Agreement.

10 Overpayment of wages

- 10.1 Where an employee has received an overpayment, the Business may deduct the value of up to six hours (pro-rata for part-time employees) of base rate of pay from each fortnightly wages. The full balance of any overpayment can be recovered from a termination payment.
- 10.2 The first deduction shall not occur until after notification to the employee of the overpayment.

- 10.3 Employees will be advised of a right to request alternative repayment arrangements in circumstances where employees may experience financial hardship.

11 Commitments of the Parties

Reform Initiatives

- 11.1 The parties will work collaboratively to deliver the following key transformational activities:
- 11.1.1 Operational alignment and readiness for Cross River Rail and the implementation of European Train Control systems (ETCS);
 - 11.1.2 Continued implementation of New Generation Rollingstock and the associated Business Operating Model;
 - 11.1.3 Re-aligning the network rail operation to deliver the 10 Year Rail Network Strategy; and
 - 11.1.4 Continued digitisation of operational and business systems including Integrated Train Operating Procedures (ITOPs), Rostering (WMS IWay), Customer information and interface, Enterprise Asset Management System (EAMs) and Enterprise Human Capital System and Safety Systems.
- 11.2 The parties will seek to resolve any issues arising associated with these activities in an expeditious way and so as to not unnecessarily delay or otherwise obstruct their implementation.
- 11.3 The parties may pursue the resolution of issues arising under this provision in accordance with the Disputes clause of this Agreement.

Leave Liability Reduction

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

12 Occupational health and safety

The health and safety of all employees, contractors and visitors is the primary concern of the Business. The parties to this Agreement share an ongoing commitment to promote the

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

13 Fitness for work – drug and alcohol testing

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

Process for testing on external premises

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

using the Business's People Performance Framework, a typical approach would be:

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

14 Fitness for work - fatigue management

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

- 14.2 Fatigue will be managed through the MD-10-178 Fatigue Management Standard which includes the use of a tool to ensure fatigue is managed in the formulation of rosters. On request, employees will be given access to the calculation of FAID scores.
- 14.3 The Business will monitor modern developments in fatigue management and review its policies accordingly.

15 Mental Health

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

16 Psychometric Testing Review

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

- 16.3 During the review, the relevant unions will be involved in the consultation and feedback process. Whilst the final decision on implementation of the outcomes of the review remains with the business, the business commits to listening and considering any information and examples provided by all parties.
- 16.4 The process will be as follows:
- 16.4.1 Union representatives will be invited to be on the selection panel;
 - 16.4.2 A reference group (also including union representatives will be formed to facilitate feedback during the review process;
 - 16.4.3 The reference group will meet during the review process (e.g. at least monthly);
 - 16.4.4 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 Standard medical.

20 Make up pay on day of injury

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

21 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:
- 21.1.3 The Business must notify the relevant employees who may be affected by the proposed changes and any union covered by this agreement and which is able to represent the industrial interests of one or more employees likely to be affected.

Consultation Process

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

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

Representation

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

Definition of "proposal"

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

Definition of "significant effects"

- 21.13 For the purposes of the consultation clause of this Agreement, "significant effects" include:
- 21.13.1 termination of employment of employees; or
 - 21.13.2 major change to the composition, operation or size of the employer's workforce or in the skills required of employees; or

- 21.13.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 21.13.4 the alteration of hours of work;
 - 21.13.5 the need to retrain employees; or
 - 21.13.6 the need to relocate employees to another workplace; or
 - 21.13.7 the restructuring of jobs.
- 21.14 Provided that where this agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

Relevant Employees

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

22 Quarterly business consultative forum

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

23 Disputes procedure

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

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

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

23.6 The steps in this procedure are as follows:

Step 1:

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

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

Step 2:

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

Step 3:

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

The written notice of dispute must contain these details:

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

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

If the dispute is not resolved, the Business will issue to the employee a written notice setting out the Business's decision. This notice will include, where relevant, the date of implementation, which will be no earlier than 5 working days from the date of the notice. To

avoid doubt, this means the disputed changes will not be implemented until the 5 working day period has ended.

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

Step 4:

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

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

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

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

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

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

- i. the consent of the other party to such representation is obtained; or

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

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

24 Contract of employment

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

Work flexibility

- 24.7 The parties are committed to:
 - 24.7.1 Full flexibility in the performance of employee duties including the requirement to perform a wider range of duties. This may include work which is incidental or peripheral to their core qualifications, tasks, responsibilities, functions, licensing and/or legislative requirements as outlined in the relevant classification competencies.

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

25 Full-time employment

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

26 Part-time employment

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

employment accrual will occur in accordance with the clauses relevant to part-time employment.

- 26.9 Part-time employment can include job sharing; where 2 employees undertake the work of the equivalent of 1 position on a part-time basis i.e. 2 part-time positions equalling the equivalent of 1 full-time role. Job sharing can only occur with the agreement of the Company and the 2 employees concerned.
- 26.10 A part-time employee who works in excess of their rostered ordinary hours will be paid for all such excess hours worked in accordance with the overtime clause.

27 Fixed-term employment

- 27.1 Fixed-term employees are those who are engaged for a specific purpose. This will be in relation to a specific task or a specific time period, such as:
- 27.1.1 Parental leave coverage;
 - 27.1.2 Non-core work;
 - 27.1.3 One off builds/ projects; or
 - 27.1.4 Periods of approved leave.
- 27.2 The business will only employ people in a fixed term capacity where there is a genuine need to do so.
- 27.3 Where a fixed term engagement extends for more than 2 years or involves more than 5 consecutive fixed term engagements at the same location, the employee is to be engaged / converted to permanent employment with the condition that the employee will be subject to involuntary redundancy and termination payments as provided in the relevant Business policies as amended from time to time.
- 27.4 Where an employee's employment status is converted as outlined in clause 27.2 and has been employed for more than 4 years, the employee will no longer be subject to involuntary redundancy.

28 Casual employment

- 28.1 Casual employees:
- 28.1.1 Are employed on an irregular basis, with no set routine or work pattern (i.e. hours of work varying from week to week, with inconsistent starting or finishing times);

- 28.1.2 have no guarantee of ongoing employment and are engaged on an “as needs” basis;
 - 28.1.3 are free to refuse offers of work at any time due to other commitments; and
 - 28.1.4 are identified in writing as a casual at the commencement of their employment.
- 28.2 The minimum shift for a casual employee is 4 hours unless the casual employee is replacing a part-time employee whose rostered hours for the shift are less than 4 hours. In such cases, the minimum shift for the casual employee is the length of the part-time employee’s rostered shift.
- 28.3 Casual employees will receive a 23% loading in addition to their base rate of pay. This loading will be paid in addition to any applicable penalty rates, overtime payments or allowances.

Casual Conversion

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

29 Individual flexibility arrangements

- 29.1 This sub-clause applies to all employees covered by this agreement.
- 29.2 These flexibility provisions establish both the standard employment conditions and the framework within which a flexibility arrangement can be reached varying the effect of a particular provision in order to meet the genuine needs of the employee and the Business. These flexibility provisions will not be used as a device to avoid the Business’s employment obligations.

- 29.3 This sub-clause does not permit any variation the effect of which would be to vary the effect of the NES in a way not permitted by the *Fair Work Act 2009*.
- 29.4 The Business must ensure that any flexibility arrangement made pursuant to this clause:
- 29.4.1 Must be about matters that would be permitted matters if the arrangement was an enterprise agreement; and
- 29.4.2 Must not include a term that would be an unlawful term if the arrangement was an enterprise agreement.
- 29.5 A genuine agreement can be reached between the Business and an individual employee at a particular site or a particular section of a site in relation to the following clauses (or sub-clauses) of this agreement:
- annual leave loading
- 29.6 The Business must ensure that any flexibility arrangement agreed to must result in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.
- 29.7 The Business must ensure that the individual flexibility arrangement must be in writing and signed:
- 29.7.1 By the employee and the Business; and
- 29.7.2 If the employee is under 18 - by a parent or guardian of the employee; and
- 29.7.3 Includes details of:
- The terms of the enterprise agreement that will be varied by the arrangement; and how the arrangement will vary the effect of the terms; and how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - States the day on which the arrangements commence.
- 29.8 The Business will ensure that a copy of the individual flexibility arrangement is given to the employee within 14 days of the arrangement being agreed.
- 29.9 Any individual flexibility arrangement may be terminated:
- 29.9.1 On no more than 28 days written notice given by the Business or the employee; or

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

30 Enhanced remuneration packages

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

30.2 Enhanced Remuneration Package arrangements must not be used to distinguish employee salary arrangements purely on the basis of performance but performance may be a factor considered.

30.3 The Enhanced Remuneration Package must also be calculated by reference to working arrangements.

30.4 This sub-clause does not permit any variation the effect of which would be to vary the effect of the NES in a way not permitted by the Fair Work Act 2009.

30.5 Where the Business wishes to offer an Enhanced Remuneration Package, the process will be as follows:

30.5.1 There must be a genuine, clearly identified operational need relating a to an employee or group of employees within the Business; and

30.5.2 A business case supporting the Enhanced Remuneration Package will be prepared and be made available to all employees to whom the Enhanced Remuneration Package is offered.

30.6 Where an Enhanced Remuneration Package is not offered to a group, the business case must clearly explain the rationale for offering the Enhanced Remuneration Package to one or some, but not all, employees in the work group.

30.7 An Enhanced Remuneration Package will be read in conjunction with this Agreement and, where any inconsistency exists, the Enhanced Remuneration Package will apply. Where the Enhanced Remuneration Package is silent the Agreement will apply.

30.8 The overall terms and conditions of employment agreed to will be more favourable than provisions of this Agreement as a whole. Employees must not be disadvantaged by taking up an Enhanced Remuneration Package, taking into consideration the remuneration and other benefits the employee would have

received otherwise if the employee had not entered into an Enhanced Remuneration Package. As a minimum, the employee's base rate of pay for calculation of the Enhanced Remuneration Package will increase in accordance with wage adjustments specified within this Agreement.

- 30.1 If in a roster cycle the employee works any hours in excess of either:
- 30.1.1 the number of ordinary hours that attract the payment of a penalty rate under this Agreement; or
 - 30.1.2 the number of overtime hours,
- allowed for in the calculation of the remuneration payable in accordance with the Enhanced Remuneration Package, such hours will not be covered by the Enhanced Remuneration Package and must separately be paid for in accordance with the applicable provisions of this Agreement.
- 30.2 Each 6 months from the commencement of the Enhanced Remuneration Package, or upon the termination of either the employee's employment or the Enhanced Remuneration Package, the Business will conduct a comparison of the employee's earnings in the previous 6 months and what the employee would have otherwise earned had the Enhanced Remuneration Package not been in place. For clarity, the comparison of earnings will be for the same hours as those worked by the employee in the previous 6 months. In the event that the calculation demonstrates the employee is worse off, they shall be paid the difference, plus an additional 1% of the difference, within 14 days so as to correct the disadvantage.
- 30.3 A genuine agreement for an Enhanced Remuneration Package can be reached between the Business and an individual employee in relation to all clauses of this agreement except for:
- 30.3.1 This clause;
 - 30.3.2 Clauses 1 - 10;
 - 30.3.3 Those clauses 11 – 17 under Health and Safety;
 - 30.3.4 Those clauses 18 – 26 under Communication and Consultation.
- 30.4 This type of enhanced remuneration package will be reviewed at least annually. An increase in an employee's enhanced remuneration package will be at the Business's discretion.
- 30.5 Enhanced remuneration packages will be entered into on a voluntary basis. The package only operates by mutual agreement between the Business and employee.

- 30.6 Enhanced remuneration packages may be terminated:
- 30.6.1 With at least 28 days written notice by the employee; or
 - 30.6.2 With at least 3 months written notice by the employer should a significant change occur in the foundation of the business case; or
 - 30.6.3 By the employee and the Business at any time, by mutual agreement.
 - 30.6.4 However, if the employee is found to have committed serious misconduct their Enhanced Remuneration Package may be withdrawn following 28 days written notice.
- 30.7 The Business will compile details about the use of this clause on a regular basis during the life of the Agreement. Such information will be made available at the Quarterly Business Consultative Forum.

31 Flexible Work Initiatives

Requests for Flexible Work Arrangements

- 31.1 Flexible Working Initiatives allow an employee to balance personal or family needs and preferences with work commitments. *The business acknowledges* the importance of employees maintaining a balance and provides discretionary benefits in this *Agreement* to allow employees to organise their working arrangements in a more flexible way, subject to operational needs. This includes:
- 31.1.1 Job Sharing;
 - 31.1.2 Working from Home;
 - 31.1.3 Part Time Study Leave Arrangements;
 - 31.1.4 Transition to Retirement Arrangements;
 - 31.1.5 Individual Flexibility Arrangements.
- 31.2 Requests made in accordance with the *Fair Work Act 2009* will not be unreasonably refused. These include the employee:
- 31.2.1 Is a parent or has responsibility for the care of a child who is school aged or younger;
 - 31.2.2 Is a carer (under the *Carer Recognition Act 2010*);
 - 31.2.3 Has a disability;
 - 31.2.4 Is 55 or older;
 - 31.2.5 Is experiencing family or domestic violence; or

- 31.2.6 Provides care or support to a **household member** or **immediate family** who requires care and support because of family or domestic violence.
- 31.3 The employer must give the employee a written response to the request within 21 days, stating whether the employer grants or refuses the request.
- 31.4 The employer may only refuse the request on reasonable business grounds and this must be addressed in the employer's written response.
- 31.5 At any stage in the process an employee can request advice or representation from their union.
- 31.6 The business will provide employees with information and education highlighting the choice and flexibility provided by this Agreement in areas such as balancing work and personal lives.

Job Sharing

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

Working From Home

- 31.11 Working from home is a voluntary work arrangement agreed between an employee and the Business where an employee performs work from home during normal business hours that would ordinarily be conducted at the Business's workplace.
- 31.12 There are two types of working from home arrangements:
- 31.12.1 Occasional; and
 - 31.12.2 Regular.

- 31.13 A working from home arrangement will either be approved or rejected based on the Business's operational and business requirements. A leader will consider, for example, the suitability of the work to be performed at home and the suitability of the employee to perform that work.
- 31.14 A Working from Home Agreement will detail all working arrangements and must be signed by both the employee and the delegated leader.
- 31.15 An agreement may be terminated by the employee or the Business at any time by giving two weeks written notice.
- 31.16 All forms, agreements, criteria or checklists referred to in this section can be located at the policy centre on the Business's Portal.

Transition to Retirement Arrangements

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

32 Position descriptions

- 32.1 Position descriptions describe the knowledge, skills, competencies, mandatory qualifications and other requirements to successfully perform the role. Every employee will be required to adhere to the requirements of a position description.
- 32.2 The position description includes matters relevant to the position such as performance plan type, occupational categories, job purpose, responsibilities, reporting relationships, organisational unit, work location, mandatory requirements, key requirements or selection criteria.
- 32.3 The Business will apply version identification to position descriptions.
- 32.4 Prior to any amendments being made by the Business to an Employee's position description the Business will conduct a consultation process in accordance with the Consultation process detailed in this Agreement. Consultation will not be required in the following instances:
- 32.4.1 Typographical error;
 - 32.4.2 Formatting of a document;
 - 32.4.3 Change of cost centre;
 - 32.4.4 Change of financial delegation where there is no significant effect;
 - 32.4.5 Change of reporting lines where there is no significant effect;
 - 32.4.6 Change in qualification title or code.

33 Classification review

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

34 Apprenticeships and traineeships

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

35 Probation

- 35.1 The probation period for an apprentice is 90 days unless otherwise specified by the relevant training authority.
- 35.2 The probation period for a trainee is 30 days unless otherwise specified by the relevant training authority.

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

36 Vacancies

Recruitment Principles

- 36.1 The Business is committed to providing career pathways for existing employees. This will be a required consideration when undertaking recruitment and selection processes.
- 36.2 Attracting and retaining a diverse and skilled workforce is generally best supported by advertising vacancies to the open market. As such, vacancies must be advertised in a way that maximises quality applicant pools.
- 36.3 Vacancies will be filled without undertaking a recruitment and selection process where the one of the following circumstances exists:
- 36.3.1 An order of merit has been established for a recurring vacancy;
 - 36.3.2 The classification stream provides an entitlement to progression based on successful completion of training and work experience and the employee has completed the relevant training and/or work experience;
 - 36.3.3 Where the duties of a position are modified and the position is subsequently re-evaluated one (1) classification level higher, and the employee incumbent in that position:

- has been previously appointed to that position through a merit based recruitment and selection process; and
- has been undertaking the position for greater than 24 months; and
- is satisfactorily meeting all of the performance objectives of the position.

36.4 Vacancies are not required to be advertised where they:

36.4.1 meet the circumstances outlined in clause 36.3 above;

36.4.2 are for entry level roles;

36.4.3 are to be filled for a period of less than 12 months;

36.4.4 are to be filled via redeployment of EiTs or HREs at or below level in accordance with clause 36.6 below; or

36.4.5 for a casual role.

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

EiTs and HREs Requiring Redeployment

36.6 Employees in Transition (EiTs) and Health Restricted Employees (HREs) requiring redeployment must work co-operatively to secure new placements:

36.6.1 EiTs and HREs requiring redeployment must actively look for internal placements.

36.6.2 The Business must consider EiTs and HREs requiring redeployment for temporary and permanent vacancies before proceeding to fill a vacancy by other means.

36.6.3 The Business must provide EiTs requiring redeployment with meaningful duties whilst placement opportunities are being pursued.

36.6.4 The Business should discuss opportunities for redeployment to all roles where the EiTs or HRE's skills and any necessary accreditations would require only reasonable re-training for them to be suitable.

Reversion to former position

36.7 Where an existing employee is accepted for employment in a position which requires the successful completion of training and or aptitude assessment as a

precursor to commencing the new role, the employee shall have the ability to revert to their former substantive position in the event of their inability to successfully complete the training and or aptitude assessment.

37 Anti-discrimination, workplace diversity and equity considerations

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

38 Maximising employment security

- 38.1 The Business is committed to maximising permanent and long term casual employees' security of employment, but the Business operates in a rapidly

changing, competitive environment where security of employment is increasingly linked to winning and retaining work.

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

39 Transfer of business

- 39.1 Where a transfer of business occurs in accordance with the *Fair Work Act 2009* and where:
- 39.1.1 The transferring employee’s service and accrued and unused leave entitlements with the Business are assumed by the new employer; and
- 39.1.2 The transferring employee is offered employment on terms and conditions no less favourable than the employee currently enjoys
- 39.1.3 The transferring employee will not be entitled to payment of any leave, severance, redundancy, period of notice or any other entitlement usually paid on termination of employment.

40 Termination of employment

Notice by the Business

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

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

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

Notice by employees

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

Payments due on termination

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

Ceasing fixed-term employment

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

41 Higher grade

Higher level payment

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

Payment at entry level pay point

- 41.2 Employees who act in a higher classified position will be paid at the entry level pay point of the higher classified position, 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 2009*.
- 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 2009*.
- 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 Employer has waived the requirement to provide evidence in areas where access to medical practitioners is restricted or difficult.
- 44.16 Employees will provide evidence for planned medical appointments before the appointment if required by the supervisor.
 - 44.16.1 Acceptable forms of evidence:
 - Of the employee's personal illness/injury will be a medical certificate from a relevant registered health practitioner;
 - 44.16.2 Of an immediate family/household member's illness/injury will include a medical certificate (relating to the immediate family/household member's illness/injury) from a relevant registered health practitioner;
 - 44.16.3 Of the employee's responsibility for an immediate family/household member may include a birth certificate, school notification or letter from a dependent family member's registered health practitioner.
- 44.17 If it is not reasonably practicable for the employee to provide a medical certificate for their own, or an immediate family/household member's, illness/injury when required to do so, the employee must provide alternative and appropriate proof.
- 44.18 If a medical certificate or alternative and appropriate proof (e.g. statutory declaration) is not provided when required, payment will not be made for the absence.
- 44.19 Where an employee is deemed unfit for rail safety work following a National Health Standards (NHS) assessment, the employee will be required to take appropriate action as advised by the Business. Should the employee be required to access personal/carers leave for greater than 2 working days the employee may provide their own evidence for this absence or, alternatively, the employee will advise the Business to use the NHS assessment as appropriate evidence.

Payment for paid personal/carer's leave

- 44.20 Payment for personal/carer's 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/carer's leave for all or part of that shift.

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

When personal/carer's leave is exhausted

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

45 Compassionate leave

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

46 Bereavement leave

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

47 Jury service leave

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

48 Military leave

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

49 Parental leave

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

- 49.3.1 Statutory entitlement to parental leave
- 49.3.2 The Business's parental leave policy; and
- 49.3.3 The employee must be specifically informed of the Business's notice obligations.

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

Leave	Entitlement	Payment
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 and Culture and will depend on individual circumstances. To assess a request for special leave with pay from a person who is experiencing domestic/family violence consideration will be made on a case-by-case basis, having regard to:

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

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

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

52 Trauma Leave

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

53 Public holidays

Applicable public holidays

53.1 The following public holidays will apply:

- New Year's Day
- Australia Day
- Good Friday
- Easter Saturday
- Easter Sunday
- Easter Monday
- Anzac Day
- Labour Day
- Queen's Birthday
- Christmas Eve (from 6pm to midnight)
- Christmas Day
- Boxing Day
- Show holidays or equivalent

or

- Any such day appointed under the Holidays Act (QLD) 1983, to be kept in place of any such holiday (i.e. a gazetted public holiday).

Nominating a show holiday

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

Substituting public holidays

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

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 relevant '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 Meal allowance - working away from home depot/station

All Employees (excluding protection officers)

59.1 Clauses 59.2 to 59.7 applies to all employees excluding protection officers.

59.2 The following meal allowance will be paid to all current and new employees:

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

59.3 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.

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

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

59.6 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

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

Protection Officers

59.8 Clauses 59.8 to 59.14 only applies to employees who perform the function of Protection Officer and Worksite Safe Working Officer.

59.9 Those employees who perform the function of Protection Officer and Worksite Safe Working Officer who are relieving or temporarily working more than 8kms from their home station who are not required to stay overnight will be eligible for meal allowances.

59.10 Protection Officers and Worksite Safe Working Officers who use a the Business motor vehicle in the performance of their work are not eligible for this allowance.

59.11 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 \$13.00 for each meal time that they are away from home.

59.12 No allowance will be paid for the first meal which occurs when employees are sent away from their home station or depot to work one shift. However, if employees leave their home station on one day and return at or after 1330 on the next day, a meal allowance will be paid for the midday meal in addition to any other meal payments which may be due. Further, where infrastructure employees are unable to reach their homes before 1830, they will be paid \$13.00 meal allowance.

59.13 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

59.14 However, civil infrastructure employees who have agreed to commence work prior to 0600 hours will not be entitled to payment for the first meal.

60 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

61 Accommodation whilst working away

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

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

61.3 Accommodation will be one employee per bedroom. Shared arrangements with a maximum of 2 employees to a room will only apply in the event of a natural disaster (e.g. cyclone, flood) or where there is a high occupancy demand (e.g. mining and construction project towns.) Rostering and room allocation will be planned before commencement of travel where applicable.

61.4 Inspection of accommodation will be undertaken prior to arrival at the new location allowing enough time for alternative arrangements if necessary to be made.

Acceptable standards will be in accordance with the above and detailed guidelines as agreed to by the relevant consultative committee. Inspections will be conducted by management representative/s and a designated employee representative.

62 Union delegates

- 62.1 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.
- 62.2 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.
- 62.3 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.
- 62.4 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.
- 62.5 Relevant union delegates will be advised of intended induction sessions and provided with opportunities to discuss union membership with new employees at the session.

63 Industrial relations education leave

- 63.1 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.
- 63.2 This clause does not apply to probationary employees.

- 63.3 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).
- 63.4 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.
- 63.5 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).
- 63.6 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.
- 63.7 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.

64 Contractors

Secure Jobs Commitment

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

Scope

- 64.2 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.
- 64.3 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

- 64.4 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

- 64.5 The parties recognise that contractors will continue to be an aspect of Queensland Rail's business, however, the parties are committed to minimising the use of contracting-out and/or labour hire utilising a workforce planning process.
- 64.6 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.
- 64.7 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.
- 64.8 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.
- 64.9 Where the use of contractors is the result of an ongoing need for a particular skill/s and the Business 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

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

Contractor's Review Committee

- 64.11 The Contractors Review Committee will be composed of three nominated representatives from each union, and Queensland Rail representatives from industrial relations and contract management.

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

Contractors Review Committee Operation

- 64.15 At the Contractors Review Committee Queensland Rail will table the 'Contracting Planning Document' detailing all known works that are proposed to be contracted out over the coming 12 months.
- 64.16 The Contracting Planning Document will detail all relevant information, including:
 - 64.16.1 Why contracting is being considered;
 - 64.16.2 The amount & type of work planned to be contracted;
 - 64.16.3 Which contractors are likely to be capable of undertaking the work;
 - 64.16.4 When the contracting would commence; and,
 - 64.16.5 The duration of the potential contracting.
- 64.17 The Contracting Planning Document will be updated continuously by the Business, providing at least 12 months prior notice of any additional proposals to use contractors/labour hire. The updates to the document will as soon as reasonably practicable be provided to members of the Contractors Review Committee.
- 64.18 Any contracting out proposals provided to the Contractors Review Committee will be addressed in accordance with the following process:
 - 64.18.1 The Business will explain within a committee meeting the basis for considering using contractors in regards to each separate proposal;
 - 64.18.2 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;
 - 64.18.3 Alternative options may include, but are not limited to, the use of fixed term contracts or the use of volunteers from the existing workforce.

- 64.18.4 At the next meeting, discussion will occur concerning any alternative options that have been put forward.
 - 64.18.5 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
 - 64.18.6 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.
 - 64.18.7 Once a definite decision has been made, as per clause 59.18.5 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.
- 64.19 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

- 64.20 As standard contract provisions, the Business requires all contractors and their employees to comply with:
- 64.20.1 All relevant safety, workers' compensation, superannuation and workplace relations legislation and applicable statutory and/or industrial instrument;
 - 64.20.2 Safe working practices and associated PPE and test equipment equivalent to that used by employees;
 - 64.20.3 Relevant training requirements;
 - 64.20.4 All relevant licensing and registration requirements;
 - 64.20.5 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
 - 64.20.6 All occupational health and safety, workers' compensation and applicable quality assurance standards.

64.20.7 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.

64.21 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.

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

Alternative Arrangements

The parties may agree to alternative processes to those contained within clause 64. Such agreement will be captured via meeting minutes of the Contractors Review Committee.

65 Remuneration

Wage Increases

Employees covered by this Agreement will receive the following increases (per annum) to their base rate of pay: Date of payment	Percentage increase to base wage rates
1 March 2019	All schedules - 3.0%
1 March 2020	Schedule 1 - Construction: 2.58%; Schedule 2 - Maintenance: 2.70% Schedule 3 - Facilities: 2.61% Schedule 4 - Electrical and Telecoms: 3.0% Schedule 5 - ECOs: 3.0%
1 March 2022	All schedules - 3.0%

Wage Increases Schedule

The wage rates for each employee classification covered by this agreement will be as set out under the schedule applicable to that class of employee.

66 Common work arrangements

Common terms and conditions

66.1 The Terms and Conditions set out in this Part, will apply to all employees covered by this agreement with the following exceptions:

66.1.1 Where the clause specifically excludes a particular class (position) of employee or various classifications (positions) of employees from any entitlement under that clause; or,

66.1.2 Where the clause specifically excludes employees covered by this agreement whose rate of pay is either found in the Engineering Trades classification stream or the Civil Infrastructure classification stream; or

66.1.3 Where the clause refers to a schedule or schedules of this agreement also covering that classification of employee or classifications of employees for any specific entitlements about the matter referred to in the clause set out in this Part.

66.2 The schedules to this agreement contain specific terms and conditions that will only apply to a particular class of employee or classifications of employees covered by that schedule. Those terms and conditions set out in the schedule will not apply to any other employees covered by this agreement, except where the same terms and conditions are set out in a separate schedule.

66.3 **Schedules to this Agreement** – the Schedules to this Agreement are:

- Schedule 1 –Construction
- Schedule 2 – Maintenance
- Schedule 3 – Facilities
- Schedule 4 – Electrical and Telecommunications
- Schedule 5 – Electric Control Operators
- Schedule 6 – Glossary of Terms

Specific ET and CI conditions of employment –

The following conditions apply to the ET and/or CI classifications streams covered by the Agreement as stated.

67 Apprentice pay rates

67.1 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

- 67.2 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.
- 67.3 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.
- 67.4 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 e.g.: stage 4 apprentice pay rate is higher than ET1.1.
- 67.5 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.

68 Apprentice tools

68.1 The Business will apply the Queensland Industrial Relations Commission Order for Supply of Tools for apprentices.

69 Traineeship rates of pay

69.1 Trainees 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:

Level	% of C10 (2.1) or Trade Equivalent on Trade Entry
1	55
2	75
3	100

69.2 Trainees will be entitled to the wage level appropriate to the competencies possessed by them at the time of entry. Trainees who commence with no industry competencies will enter at Wage Level 1.

70 Stream classification adjustments

70.1 Appropriately qualified and competent employees who hold and utilise the business required competencies to Certificate IV or C6 classification levels will be assessed and classified at ET 3.2 pay level.

70.2 The company will apply the ET3.2 pay rate to suit the business needs as part of the business' progression principles.

70.3 ET employees who are subject to existing arrangements whereby they are classified at ET3.1 but are not fully competent at Certificate IV will remain at ET3.1

70.4 The parties agree that where there is an existing Productivity Payment or other payment that incorporates a payment for utilisation of a competency that these arrangements are to be reviewed based on outcomes of the ET & CI Career and Development Project. For example if First Aid competencies are held by an employee then the First Aid allowance will not be paid.

71 ET and/or CI common conditions

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

72 ET and CI stream progression principles

- 72.1 The Engineering Trade (ET) and Civil Infrastructure (CI) Career and Development (CAD) Progression Principles will continue to apply as the determinant for classification level in the ET and CI streams. These principles may be reviewed and amended from time to time by mutual agreement of the parties.
- 72.2 The workforce competency model and progression framework aligns with the classification structure so as to create a multi-skilled, competent and flexible workforce.
- 72.3 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 or CI Stream.
- 72.4 The competency model for Queensland Rail's ET or CI 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.
- 72.5 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.
- 72.6 Within 6 months of the commencement of the Agreement, the parties will commence a review of the Career and Development Progression Principles.

73 ET and CI traineeships

- 73.1 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.

74 Protection of trade (ET stream only)

- 74.1 The parties are committed to the promotion, retention and maintenance of trade skills in Queensland Rail.
- 74.2 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.

75 Commitment to trade training for apprentices (ET stream only)

- 75.1 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.
- 75.2 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.

76 Apprentice and trainee recruitment (ET stream only)

- 76.1 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.

77 Stream committees

- 77.1 Network ET / CI Stream Committee - The parties agree to the establishment of an ET / CI stream committee which will meet quarterly per year to oversee any stream related matters that affect the Network business, and to oversee Stream and Stream aligned progression framework and validation matters.

General conditions of employment

The following work arrangements and all work practices will be managed and planned with regard to fatigue management.

78 Hours of work

- 78.1 **Average Hours** - The hours of work for full-time employees will be an average of 38 hours per week across the roster cycle.
- 78.2 **38 hour week methodology** - For those employees excluded by the Corridor closures clause 75, the 38 hour week may be worked up to 5 in any 7 days or up to 10 in any 14 days at ordinary time which may include such workings as a 4 day week, 9 day fortnight.

78.2.1 For those employees covered by the Corridor closures clause, ordinary hours will be worked in accordance with the Corridor closures arrangements except for the exclusions listed in that clause.

78.2.2 Refer to 'Maintenance' schedule for specific conditions for Consecutive Days off.

78.3 The application of the average 38 hour working week may vary from employee to employee or section or groups of employees from time to time to suit programming requirements of the work environment or work team/s.

78.4 Rostered ordinary Hours - Ordinary hours may be rostered to be worked in various shift lengths in accordance with the 38 hour week methodology without attracting overtime penalties to suit business and operational requirements as follows:

78.4.1 **Day shift** - The Company can roster all employees on ordinary hours of work on day shift up to 12 hours

78.4.2 **Night shift** - The Company can roster all employees on ordinary hours of work on night shift up to 10 hours

Ordinary hours may be worked on night shifts of up to 12 hours by agreement between the employer and at least 2/3rds of the effected employees

78.5 Day or Night shift spread - For the purposes of this clause a day shift can be rostered between 0600 to 1800 hours and a night shift can be rostered between the hours of 1800 and 0600 hours.

Where an employee's shift is rostered across both the day shift and night shift spread of hours arrangement, a shift that has the majority of time rostered within either the 'day' or 'night' shift period will be deemed to be a shift for that period.

78.6 Employees excluded from the ordinary hours day or night shift arrangements and covered by other arrangements set out in their specific schedules are:

- Maintenance employees required to work 12 ordinary hours
- Those employees who work shift work
- Employees under Construction and Maintenance schedule and who accrue additional recreation days as part of their working arrangements (block workings).
- Electric Control Operators
- Signal Fault Control Coordinators
- Employees rostered on permanent or fixed night shifts

- 78.7 For all employees, shift work as defined by Schedule 6 (Glossary of terms) of this Agreement may be worked in shifts up to 12 ordinary hours without attracting overtime penalties.
- 78.8 For Schedule 1 and 2 employees, Project Migratory work may be worked in shifts up to 12 ordinary hours without attracting overtime penalties.
- 78.9 Overtime after Ordinary hours - Nothing in this clause prevents employees being expected to work a reasonable amount of overtime in excess of the ordinary hours of work.
- 78.10 Minimum ordinary hours shift length - The ordinary rostered hours on any day will not be less than 4 hours (or 6 hours for Construction schedule 1 employees).

79 Spread of hours

Exclusions;

This clause does not apply to employees covered by the Electric Control Operators schedule to this agreement.

- 79.1 The ordinary spread of hours for all employees will be 0600 to 1800 hours.

Vary the spread of hours

- 79.2 **Excluding employees covered by the Electrical and Telecommunications schedule** - Where the employer and the majority (66%) of the employees in a work team/s (including the supervisor) agree, the spread of hours may be varied to commence earlier and/or later without attracting any penalty payments.
- 79.3 **Electrical and Telecommunications schedule** - by agreement between an employee or group of employees and the Company, the spread of hours may be amended to alter the times at which penalties or other payments may apply.

Ordinary Hours outside the Spread

- 79.4 Employees who work rostered ordinary hours outside of the ordinary spread of hours will be paid at overtime rates, except for;

Exclusions;

- 79.4.1 Those employees who are working "shift arrangements" in accordance with schedules 1, 2, 3 and 5 who will be paid the applicable penalties set out in those schedules.

80 Ordinary hours on weekends

Exclusions;

Refer to the Electric Control Operators schedule to this agreement for specific conditions relating to ordinary hours on weekends for employees covered by that schedule.

80.1 All ordinary hours worked on a:

80.1.1 Saturday will be paid at 150% of the base hourly rate of pay (or other agreed rate as specified elsewhere in this Agreement) for the first 3 hours, then 200% of the base hourly rate of pay for all hours thereafter.

80.1.2 Sunday will be paid at 200% of the base hourly rate of pay (or other agreed rate as specified elsewhere in this Agreement) for all hours.

81 Corridor closures - hours arrangements

81.1 Local Consultative Committees will monitor the compliance of this clause.

81.2 **General principles** - all matters relating to the application of this clause will ensure as far as is practicable compliance with:

81.2.1 The Company's shift fatigue measurement and assessment principles,

81.2.2 Meet the Company's commercial business requirements and

81.2.3 Meet its employee's work and family life balance issues.

81.3 **Ordinary Hours Weekends** - Employees may be required to be rostered to work their ordinary hours for corridor closures on no more than 26 weekends in the 52 week period.

81.4 **Additional Weekends** - In addition to the rostered ordinary hours on 26 weekends, employees may also be rostered to work overtime on 2 additional weekends in the 52 week period. In the first instance, expressions of interest will be sought from employees to work those additional overtime hours on weekends. However, where there are insufficient numbers to work such weekends, the Company will be entitled to roster any employees to work the 2 additional overtime weekends.

81.5 **Consecutive Weekends** - Employees will be rostered on either ordinary hours weekends or overtime hours weekends on no more than 3 occasions where 3 consecutive weekends are worked in the 52 week period.

81.6 **Definition and exclusions from definition** - For the purposes of this clause only, a weekend is defined as a Saturday and / or a Sunday.

81.6.1 Shifts commencing on a Friday will be deemed weekend work to be included as one of the 26 rostered ordinary hours weekends or 2 additional rostered overtime weekends when a majority of the shift is worked on the Saturday.

81.6.2 Shifts commencing on a Sunday night prior to midnight will be deemed weekend work to be included as one of the 26 rostered ordinary hours weekends or 2 additional rostered overtime weekends.

81.6.3 Employees working under the Construction schedule rostered on fixed / permanent night shifts are excluded from these definitions.

Where these employees are required to undertake block workings as defined in Schedule 6 (Glossary of terms) the block working time will be calculated on a pro rata basis to reduce the number of ordinary hours weekends that may be able to be rostered under this clause

Where the block working across the 52 week cycle is an aggregate of 4 weeks or less, the pro rata calculation will not be made.

The pro rata calculation will not affect the additional 2 weekends provided for under clause 81.4 (Additional Weekends) still being available to be rostered following the process set out in that clause.

Where Friday/Sunday start/finish times are altered 4 hours or more into the weekend for the purpose of working on the major corridor closure that is planned for that weekend in that geographical area, this alteration will be included as one of the rostered weekends in accordance with this clause.

81.7 **Employees excluded from clause** - Employees to be excluded from the application of the weekend shift arrangements under clauses 81.3 to 81.6 inclusive are:

81.7.1 Employees who work shift work

81.7.2 Employees covered by the Construction and Maintenance schedules of this agreement who participate in 'block workings'.

81.7.3 Electric Control Operators

81.7.4 Signal Fault Control Coordinators

81.8 **Business structure clarification** - corridor closures in the South East Queensland (SEQ) and Regional areas will be defined as:

81.8.1 **Network SEQ** - SEQ may roster its 26 ordinary hours weekends and 2 additional overtime hours weekends based on its maintenance program which is set approximately 18 months in advance which is supported by Government.

81.8.2 **Network Regional** - Regional may roster its 26 ordinary hours weekends and 2 additional overtime hours weekends based on its maintenance program which reflects customer loadings, environmental issues and as such is only set approximately 3 months in advance.

81.8.3 **Construction** - Construction may roster its 26 ordinary hours weekends and 2 additional overtime hours weekends based on its program of work which reflects customer loadings, environmental issues and as such is only set approximately 3 months in advance.

82 Roster arrangements

82.1 Rosters will include and provide:

82.1.1 The starting and finishing times for ordinary hours

82.1.2 The employees days off in that cycle period

82.1.3 Designated leisure periods and the penalties that will apply on each day if an employee is required to work

82.1.4 The time and date when these conditions will operate.

82.2 That rosters will be made available in writing and displayed on notice boards where appropriate. Employees will only be issued with individual rosters when there are significant alterations.

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

82.4 That the ordinary starting and finishing times of various groups of employees or individual employees may be staggered.

82.5 That 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.

82.6 That employees will be allowed reasonable time as the Company deems necessary during working hours in each week to put their tools, benches and (or) machines in order.

Fatigue management

82.7 Fatigue management plays an important role in a company's quest for an injury free workplace, which includes all workers, contractors, consultants and visitors. In such cases it is considered proper that the company's employees and managers should take the appropriate action necessary to ensure that the standards and integrity of fatigue management is maintained within a company's workplaces.

83 Changes to roster arrangements

83.1 **Consultation on changes** - When the roster for a work team needs to be changed, the employer and employees concerned will consult over the most appropriate means of changing and implementing a new roster arrangement.

83.2 Refer to "Maintenance and Electrical and Telecommunications Schedules" for additional information about roster changes.

83.3 The proposed changes can be about how the 38 hour week methodology is worked or about the construction of the actual roster to be worked utilising the 38 hour methodology.

83.4 In the event that the consultative procedure results in a lack of agreement, the employer will have the right to make the final determination as to the changes to the roster. Changes will be implemented with a minimum notice period as set out below in writing except under extreme circumstances (e.g. cyclones, floods etc.) where the notice will be at least 10 hours at the Company's discretion.

Class of employees (Schedule)	Notice
Construction	4 days Refer to block working clause
Maintenance	4 full days – notice may be verbal where the majority of work team agree
Facilities	5 working days
Electrical Control Operators	5 working days
Electrical and Telecommunications	7 days

Should the above notice periods not be provided the following payments will apply:

Class of employees (Schedule)	Payment
Maintenance	Overtime Penalty payments for the first rostered shift

83.5 Change of block working will be notified before the current roster ceases and will include block leisure periods. Notice will be provided both in writing (displayed on Notice Boards) and verbally. Where the majority of the immediate work team agree the notice may only be verbal.

83.6 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.

83.7 **Rostering and Block Working** - Refurbishment and Resurfacing teams only

Exclusions;

This sub clause only applies to employees employed in the Construction Refurbishment and Resurfacing Teams who participate in block working rosters.

83.7.1 The Company will endeavour to plan and implement block working rosters across the Refurbishment and Resurfacing teams at a minimum of 50% of the rosters in a calendar year.

83.7.2 The Company will review rosters worked at the end of each calendar year and determine if employees have worked block working rosters.

83.7.3 Where employee/s are proven to be disadvantaged by not working block working up to the minimum amount of 50%, the Company will make payment of the difference based on the employee/s fortnightly earnings as at the date of lodgement.

84 Accrual of leisure days off

Exclusions;

This clause does not apply to employees covered by the Electric Control Operators schedule to this agreement.

Refer to the Maintenance schedule to this agreement for specific conditions applying to employees covered by that schedule relating to accrual of leisure days off.

- 84.1 Where the arrangement of ordinary hours of work provides for a leisure day off (LDO) they can be substituted for another day or accrued by agreement to be taken within the 12 month period. LDO's owing to the employee will not exceed an accrued number of 5 unless agreed by both parties.
- 84.2 When LDO's are accrued to be taken at a later date, the day that would have been the LDO will be worked and will be paid at ordinary rates in the fortnight it was worked.
- 84.3 Where an employee has provided prior agreement to work an LDO, the company will provide 5 days notice to the relevant employee/s that they are required to work it.
- 84.4 Where an employee wishes to take a banked LDO's, they must provide the Company with 5 days notice. When an employee takes a banked LDO's, no payment will be made for that day/s as the ordinary hours for that day or days has been previously paid in a prior fortnight/s it was worked.
- 84.5 No LDOs will be rostered while working away from home unless mutually agreed.

85 Changes to start and finish times

Exclusions;

Refer to the Maintenance schedule to this agreement for specific conditions applying to employees covered by that schedule relating to shift deferred and shift brought forward arrangements.

Shift deferred

- 85.1 When an employee is advised 2 hours or more before the start of a rostered working shift, that their start time has been changed to a later hour, the employee will be paid one hour's pay.
- 85.2 If the notice is less than 2 hours, the employee will be paid 2 hours pay.
- 85.3 The one or two hours pay will be calculated at the rate applicable to the particular day the deferment occurs and will not be taken into account for the purpose of calculation of overtime.

85.4 Those employees covered by a spread of hours provision will be paid the appropriate overtime penalty rates or shift allowance (whichever is applicable) for any altered hours outside of the relevant spread of hours for the class of employee.

Shift brought forward

Exclusions;

Refer to the Electric Control Operators schedule to this agreement for specific conditions applying to employees covered by that schedule relating to shift brought forward arrangements.

85.5 **When penalties not paid** - The Company will provide employees with at least 24 hour's notice or before the end of the previous shift, of a change to the employees next day's rostered work, bringing the start time forward to an earlier hour, without attracting overtime penalties.

85.6 **Penalties outside spread** - Employees who are covered by a spread of hours provision will be paid the appropriate overtime penalty rates for any altered hours outside of the applicable spread, except where employees are working 'shift' arrangements or other ordinary hours arrangements that only attract a prescribed 25% penalty payment.

85.7 **Penalties when correct notice not given** - Where notice has been given after the end of the previous shift and the notice is within 24 hours of the new shift, the following payment will apply:

85.7.1 all time worked outside of the previous rostered hours will attract overtime penalty in accordance with clause 90 (Overtime).

85.7.2 employees will be entitled to passive payment at ordinary rates for all previously rostered hours not worked in the changed shift.

85.7.3 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.

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

86 Meal breaks

86.1 Meal breaks available to be taken by employees will be unpaid meal breaks or where agreed by the Company paid meal breaks. The following arrangements will apply for unpaid or paid meal breaks.

Unpaid meal breaks

- 86.2 Where unpaid meal breaks occur, employees will be entitled to an unpaid meal break of a minimum of 30 minutes and a maximum of 60 minutes duration. These breaks are to be taken after the completion of the third hour on duty and prior to the commencement of the 6th hour on duty.
- 86.3 Where there is agreement between the employer and employees concerned, meal breaks may be altered to be taken outside the hours stipulated in clause 86.2 above and will not be subject to the penalties in clause 86.6 below.
- 86.4 As far as is practicable, unpaid meal breaks will be planned to be taken at set times between the completion of the third hour on duty and prior to the commencement of the 6th hour on duty. However meal times of various groups of employees or individual employees may be staggered.
- 86.5 Where a planned unpaid meal break is not be able to proceed at the nominated time because of work being undertaken which requires the constant vigilance of the task or procedure to continue, the unpaid meal break will be taken at another time in the shift by the employee.

Where unpaid meal breaks are constantly being changed due to work requirements, management should consider implementing a paid meal break arrangement into the roster. This arrangement could be for a short term or permanent.

- 86.6 Unless otherwise provided for in this clause, if an employee has not commenced an unpaid meal break after 5 hours 30 minutes on duty of an ordinary hours shift, the employee will be paid at the rate of 100% in addition to the rate applicable for the day, until a meal break period has commenced or the shift ceases.

Paid meal breaks

- 86.7 Where agreed by the Company, employees will be provided with a paid 30 minute meal break for each shift of rostered ordinary hours they work.
- 86.8 The Company is to ensure the paid meal break is to be taken by the employee at a time and manner which does not interfere with the continuity or safety of the work environment or the fatigue of the employee. However where practicable, the meal break will be taken between the completion of the third hour on duty and prior to the commencement of the 6th hour on duty.
- 86.9 No penalty will apply if the paid meal break is not taken between the completion of the third hour on duty and prior to the commencement of the 6th hour on duty.

- 86.10 The meal break will be regarded as part of the employee's ordinary working time.
- 86.11 The meal times of various groups of employees or individual employees may be staggered to meet business needs and safety requirements.

Shiftwork Meal break

This sub clause only applies to employees covered by the Electric Control Operators schedule.

- 86.12 Electric Control Operators who are required to undertake shift work arrangements, will be entitled to a paid 30 minute meal break for each shift to be taken by the employee at a time and manner as not to interfere with the continuity of work. Meal breaks will be regarded as part of the employee's ordinary working time.

87 Rest pauses

- 87.1 Employees will be entitled to a paid 10 minute break in the first half and in the second half of the day. Rest pauses are to be taken at times that will not interfere with the continuity of work where the employer considers continuity is necessary, taking into consideration fatigue management and heat stress principles. These arrangements will not apply in the following circumstances;
- 87.1.1 where ordinary hours are 4 hours or less, an employee will not be entitled to a rest pause
- 87.1.2 where ordinary hours are worked for greater than 4 hours and less than 5 hours 30 minutes one 10 minute rest period will be allowed to be taken at a time within the hours worked.
- 87.2 Rest Pauses combined - Where an entitlement to 2 rest pauses exists and there is agreement between the employer and the majority of employees concerned, the rest pauses may be combined into one 20 minute rest pause. The combined rest pause is to be taken in the first part of the ordinary working day, with the 20 minute rest pause and the meal break arranged in a way that the ordinary working day is broken up into 3 approximately equal working periods. Consent to combine the rest pause will not be unreasonably withheld by either party.

88 Overtime meal allowance

Exclusions;

This clause does not apply to employees covered by the Maintenance schedule to this agreement.

- 88.1 An employee will be entitled to receive a payment of a meal allowance as provided for in Clause 59 (Meal Allowance) under any of the following criteria:
- 88.2 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.
- 88.2.1 The meal periods are as follows:
- | | |
|-----------|-----------|
| Breakfast | 0700-0900 |
| Lunch | 1200-1400 |
| Dinner | 1700-1900 |
- 88.3 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.
- 88.4 An employee is specially called out and is advised after 2200 hrs to sign on before 0600 hrs to work 2 hours or more overtime prior to and continuous with a rostered shift.
- 88.5 The employee works an overtime shift of more than 4 hours between 1900 hrs and 0700 hrs with less than 2 hours' notice given.
- 88.6 The employee is advised after 2200 hrs to sign on before 0600 hrs to work an overtime shift of over 4 hours.
- 88.7 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.

89 Stand by arrangements

Exclusions;

This clause does not apply to employees covered by the Electric Control Operators schedule to this agreement.

- 89.1 Any employee, who after finishing duty for the day is required to remain contactable and available at short notice will be paid a minimum of one hour's pay at ordinary rates.
- 89.2 An employee who is required to remain contactable and available at short notice for a Saturday and/or Sunday and/or public holidays will be paid a minimum of 2 hours pay at the rate applicable to that day.
- 89.3 **Employees not on standby** - Employees do not have to be rostered on standby to be called-out. If they agree to attend the "call-out", they are entitled to receive the

same payment as a person placed on standby including the standby allowance. To clarify this point, the 1 or 2 hours standby (as the case may be) will only be paid once per day and not for each call out where the employee is not on standby.

- 89.4 The standby roster will be structured and staffed to meet business needs, taking into consideration work / family life balance of the employee.
- 89.5 It is management's discretion as to whether the stand by provision will be applied.
- 89.6 Call out payments – refer to each schedule for specific entitlements and payments.
- 89.7 Employees will not be placed on-call / standby on their Leisure Day Off (LDO) unless mutually agreed or business critical circumstances arise.

90 Overtime

Exclusions;

Refer to the Electric Control Operators schedule to this agreement for specific conditions applying to employees covered by that schedule relating to Overtime.

- 90.1 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:
 - 90.1.1 overtime worked on Saturday before or after the completion of a rostered ordinary hours shift which will be paid at the rate of double time.
 - 90.1.2 overtime worked on Sunday which will be paid at the rate of double time.
- 90.2 Overtime will be calculated on a daily basis.
- 90.3 Employees who are paid at a rate higher than CI5.2 or ET5.3 are exempt from the overtime provisions of this Agreement, except where otherwise expressly authorised by the Company to be paid overtime.
- 90.4 Employees who are paid at a rate higher than CI5.2 or ET5.3, who are expressly authorised by the Company to be paid overtime, will be paid overtime at the rate of pay of the position in which they worked overtime.
- 90.5 Shift Worker Overtime – refer to Maintenance schedule for specific conditions applying only to Maintenance employees.

91 Cancellation of overtime shifts

- 91.1 If an employee's rostered overtime shift is cancelled with 12 hours' notice or less, but with more than 2 hours' notice, such employee will be paid 1 hour's pay at the rate applicable to the day.
- 91.2 If an employee's rostered overtime shift is cancelled, with 2 hours' notice or less, such employee will be paid 2 hours' pay at the rate applicable to the day.
- 91.3 Such payments will not be counted for overtime purposes.

92 Work on a rostered day off

- 92.1 Any employee called upon to report for duty on a rostered day off will be paid applicable overtime rates.

93 Allowances

Allowance Increases

- 93.1 The allowances listed in this clause will increase as follows:

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

Tool allowance

- 93.2 Where tradespersons are required by the Company to provide their own tools they will be paid tool allowance as follows:
- \$58.34 per fortnight effective from 1 March 2018
 - \$60.09 per fortnight effective from 1 March 2019
 - \$61.89 per fortnight effective from 1 March 2020
 - \$63.75 per fortnight effective 1 March 2022.
- 93.3 Where the company provides employees with the required tools to complete their work tool allowance will not be paid.
- 93.4 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.

Electrical licensing allowance

93.5 All employees who are required to hold an electrical licence for the performance of their work will be paid a licensing allowance as follows. This allowance will be paid for all purposes of this agreement.

- \$58.84 per fortnight effective from 1 March 2018
- \$60.61 per fortnight effective from 1 March 2019
- \$62.42 per fortnight effective from 1 March 2020
- \$64.30 per fortnight effective from 1 March 2022.

First Aid Allowance

93.6 Employees appointed (who are trained and required) to perform first aid duties will be paid an allowance as follows 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.

- \$2.58 per day effective from 1 March 2018
- \$2.66 per day effective from 1 March 2019
- \$2.74 per day effective from 1 March 2020
- \$2.82 per day effective from 1 March 2022.

Sewage

93.7 Employees engaged upon the repairs or maintenance of septic tanks, stoppages in sanitary conveniences, hand basins below the 's' bend, or on live sewer work involving physical contact with live or raw sewage will be entitled to 25% paid in addition to the rates for the day for the actual time engaged on the task or until clothing and or body is clean with a minimum payment of three hours. This allowance will be payable even if the employee is wearing personal protective equipment.

94 Asbestos eradication principles

94.1 The following will apply to employees engaged in the process of asbestos eradication on the performance of work within the scope of this Agreement.

94.2 Any employee engaged in asbestos eradication will be paid an allowance as set out below in addition to their applicable rates for such time engaged in asbestos eradication. The payment will be in lieu of all other disability allowances except those for height allowance.

- \$2.4053 per hour effective from 1 March 2018

- \$2.4775 per hour effective from 1 March 2019
- \$2.5518 per hour effective from 1 March 2020
- \$2.6283 per hour effective from 1 March 2022.

94.3 Asbestos eradication is defined as work on or about buildings involving the removal or any other method of neutralisation e.g. painting or sealing of any materials which consist of or contains asbestos.

94.4 Any person performing asbestos eradication work will do so in accordance with the relevant workplace health and safety legislation.

94.5 Respiratory and protective equipment conforming to the relevant parts of the appropriate Australian Standard will be worn by all personnel during work involving eradication of asbestos.

95 Transfer across schedules

95.1 Employees will not be disadvantaged when they transfer across different schedules within the Agreement, unless the transfer is at the employee's own initiative.

SCHEDULE 1 - Construction

96 Application of this schedule

96.1 The Construction schedule contains terms and conditions of employment that specifically apply to employees principally engaged in the following, irrespective of which organisational function, group, section or unit within the Business:

- Track and civil infrastructure related construction and renewal;
- track resurfacing or refurbishment work;
- track protection; and
- maintenance of plant.

96.2 The functions covered by this schedule include, but are not limited to employees engaged as/in;

- Plant Maintenance (Electrical or Mechanical);
- Track Resurfacing and Plant Fitter/Operators;
- Construction, Renewal and Refurbishment (for example, Trackworkers);
- Planners of the abovementioned employees;
- Supervisory staff (Team Leaders and Supervisors) of the abovementioned employees; and
- Any new position created subsequent to this Agreement being made.

96.3 This schedule covers employees employed prior to the commencement of this Agreement who were previously covered under the Network Engineering and Construction Schedule 1 of the Queensland Rail Network Enterprise Agreement 2011 (excluding employees previously covered by clause 98 Engineering and Construction Schedule 1 and Appendix 3 to Schedule 1: Signal And Overhead Construction (ET Stream) Entitlements of the Queensland Rail Network Enterprise Agreement 2011).

96.4 The main body of this agreement provides for the employees general terms and conditions of employment that are not provided for in this schedule (e.g. core hours arrangements, health and safety matters, leave entitlements, consultation processes etc.).

96.5 Where the provisions of this schedule create an inconsistent application with the general provisions of this agreement, the provisions of this schedule will prevail to the extent of any inconsistency created between the two.

97 Report for duty as rostered

97.1 If an 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.

98 Starting and finishing locations

98.1 At management's discretion rostered hours may start and finish at the depot, home address or worksite (see clause 112 for travel provisions).

99 Overtime meal breaks

Overtime Shifts

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

Overtime after a Shift

99.2 Employees who are required to continue work after their usual finishing time will be entitled to a paid 30 minute meal break after 2 hours.

99.3 Employees who are required to continue work after their usual finishing time will be entitled to a paid 30 minute meal break after one hour if overtime continues beyond 1800 hours.

99.4 After each further period of 4 hours the employee will be allowed a paid break of 45 minutes.

99.5 Meal breaks will be taken by the employee at a time and manner which does not interfere with the continuity or safety of the work environment or the fatigue of the employee.

100 Shift arrangements

100.1 Employees covered by this schedule may be required to perform shift work due to requirements of the business.

100.1.1 Employees working on shift will be paid an additional penalty rate of 25% on the employee's ordinary rate of pay for hours between 1800 and 0600.

100.2 This shift allowance will not apply to shift work performed on Saturdays and/or Sundays where weekend penalty rates apply.

101 Break between shifts

101.1 If an employee resumes or continues work at the direction of the Company without having had 10 consecutive hours off duty, the employee will be paid overtime rates, as per Clause 90 (Overtime) until the employee is released from duty for 10 consecutive hours off duty.

102 Call out

102.1 If an employee is called out at any time and attends for duty then such an employee will be paid a minimum payment of 4 hours at ordinary rate plus the penalty payment applicable to the particular day for each hour (defined as any part of an hour) actually worked. Employees who are called out will also receive the standby payments as set out in clause 89 (Standby Arrangements).

103 Technical assistance from home or any place away from normal workplace outside normal hours

103.1 Employees who have been placed on standby / on-call, or employees who are called by their supervisor or authorised person, and answer the telephone on authorised work related matters such as determining the extent of a fault and/or to organise work without reporting to the depot, are entitled to a payment of 1 hour paid at time and a-half, in any given 4 hour period regardless of the number of calls.

103.2 Authorised person means a person such as other company employees, contractors and other relevant personnel associated with the work activity.

103.3 All claims for payment of this provision will be approved by the employee's supervisor.

103.4 Employees not on Standby and employees off duty after a 12 or 10 hour shift (see clause 78 Hours of Work) are not obliged to answer the phone after their rostered hours.

104 Loss of permit, licence or qualification

Part A:

104.1 In circumstances where the loss of the permit, licence or qualification is less than 6 months:

104.2 In event an employee loses their permit, licence or qualification and is unable to carry out the majority of his/her normal duties as a result of the above impacts, the following will apply:

Step 1: Assessment made as to whether the employee can do the majority of their current tasks.

Step 2: If the employee can do the majority of their current tasks they remain at the current rate of pay excluding any specific progression clauses.

Step 3: If the employee cannot do the majority of their current tasks, then assessment will be made as to whether there is a suitable alternative role at the employee's current classification. If so the employee will be temporarily appointed to that position. Training may be provided to give the employee an opportunity to build competencies in other available roles. This will be dependent on the availability of other roles and the capability of the employee.

Step 4a: The employee may take paid leave, if they have the leave entitlements. Leave without pay may be considered after all paid leave has been exhausted.

OR

Step 4b: Assessment will be made as to whether there is a suitable role at a lower classification. If so the employee will be temporarily appointed to that position until the employee can successfully regain the necessary accreditation, licence or qualification.

Part B:

104.3 In circumstances where the loss of the permit, licence or qualification is:

- permanent; or
- likely to extend beyond 6 months; or
- there are no suitable positions to which the employee can be placed or the employee refuses to be temporarily placed

Steps 1-4 as above in part A will be followed; then

Step 5

The employer and the employee (and if requested by the employee an employee representative) will discuss alternative employment within the company. This could include transfer to another business within the group of companies. If alternate

arrangements cannot be made after 6 months of completion of step 4, cessation of the employment relationship may result.

The employee will have support and counselling throughout the above process.

104.4 The above clauses will not apply where:

- the licensor or the Company fails in their obligation to provide, or apply continuity, of a license, permit or qualification
- an employee has retained an alternative method of licensing where the employee is able to continue his or her usual employment duties.

104.5 In the event of health restricted circumstances the relevant QR health procedures will apply.

105 Stand down provisions

105.1 The Company may stand down employees for any day (or part of a day) as a last resort. The stand down provisions may apply in the event of natural disasters e.g. cyclones, floods etc. as well as for major outages caused by third parties e.g. mines.

105.2 Where an employee is stood down, they will be paid at the employee's base rate immediately prior to the stand down (maximum of 76 hours per fortnight).

105.3 Where possible the Company will mitigate the effects of the stand down by implementing the following measures and process:

105.3.1 Review and implement alternate work methods

105.3.2 Transfer to an alternate worksite

105.3.3 Conduct required training.

105.4 Employees may elect to use accrued leave entitlements to receive payment for time stood down as provided for above. No payment including leave payments will be made for time engaged in industrial action.

105.5 To make up the lost production time, the Company may re-roster subsequent rosters, where possible, according to normal notice periods stated in Clause 83 (Changes to Roster arrangements).

105.6 The Company will give 5 days notice prior to the stand down commencing, outlining the date of commencement, the reason and the expected duration of the stand down. If the duration of any stand down is to continue beyond 5 days, then a

review process will take place on a weekly basis between QR management and employee representatives.

105.7 Employees stood down under this provision will be treated for all purposes as having continuity of employment.

105.8 An employee who disputes the use of this provision may use the Disputes Procedure of this Agreement.

106 Projects recreation days

106.1 In recognition of work / life balance and the flexibilities (e.g. 12 hour normal time rostered shifts) required by the Company to meet specific rostering arrangements, Project Migratory employees, or individual employees temporarily attached to such groups/gangs), will be entitled to a maximum of 4 Projects Recreation Days off per year.

106.2 These additional days off will be accrued quarterly and paid at the employee's base rate of pay. To be eligible for these entitlements an employee must work 40% of quarterly rostered hours away from their home station.

106.3 All employees who have accrued Project Recreation Days must use these entitlements before any annual leave can be accessed. For the purpose of this clause quarterly will be deemed to mean "12 weekly", due to the fact that accrual is not possible whilst on Annual Leave.

106.4 Employees in Plant Maintenance will be entitled to the 4 Project Recreation Days as above, but where they do not accrue the required minimum 40% per quarter due to work requirements, they will be entitled to the 4 Project Recreation Days on a pro-rata basis over a 12 month period.

107 Breakdown work

107.1 This clause applies to employees in both the civil infrastructure (CI) and engineering trades (ET) classification streams.

Definition of breakdown

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

Application

- 107.3 This provision applies to maintenance gangs when actually assisting the breakdown gang and/or restoring or repairing track damaged by floods, washaways or landslides, up to the time the line is restored to traffic whether or not speed restrictions are imposed.
- 107.4 However where, after initial inspection or preliminary restoration takes place and it is considered by the employer that the work to be carried out is not of an urgent nature, work carried out will be exempt from this provision.
- 107.5 Entitlement to this clause only occurs where the Company certifies that it was necessary for the employee to attend the site.

Rate of payment

- 107.6 Employees, when called out for breakdown work, will be paid as follows:
- 107.6.1 When loading material or travelling to and from the breakdown between the usual starting and the usual ceasing time, at ordinary rates.
- 107.6.2 Employees who do not usually work on Saturdays will be paid at the rate of time and a-half for the first 8 hours and double rates thereafter, if required to travel to a breakdown on Saturday.
- 107.6.3 When loading material or travelling to and from the breakdown between the usual ceasing time and usual starting time, time and a-half.
- 107.6.4 When working at breakdown, 50%, above ordinary or overtime rates, as the case may be.

Provision of meals

- 107.7 Refreshments such as tea, coffee, and food, will be supplied by the Company. When meals are supplied the ordinary meal allowance will not be paid.

108 All purpose allowance

- 108.1 The company will continue to pay an All Purpose Allowance of 8% of the base rate as at 30 April 2011 except for:
- a 9% all purpose allowance to be paid to Refurbishment and Resurfacing employees (see Appendix 2 of this schedule) who were employed in these work areas as at 28 April 2009 (lodgement date) of the Infrastructure Projects Union Collective Workplace Agreement 2009.

108.2 Employees performing 'Administration' functions and EITs are not entitled to the all purpose allowance.

From 1 September 2021, the All Purpose Allowance will apply to the base rate as at 1 March 2018.

109 Plant maintenance ET operational productivity payments

109.1 A productivity payment will continue to be paid to Plant Maintenance ET employees who obtain and utilise the following qualifications and competencies:

109.1.1 An appropriate qualification or ticket required to perform function testing on specified equipment, (currently called a Plum ticket) for example, but not restricted to, On Track Vehicles, Earthmoving Machinery and Mobile Equipment.

and / or;

109.1.2 Operator competencies for ancillary equipment for example but not restricted to Overhead Cranes, Trucks and Forklifts.

109.2 If these qualifications are lost for any reason the productivity payment will cease until such qualification is regained.

109.3 Plant Maintenance ET employees paid this payment will not be paid the additional pay point for holding and utilising CI competencies as provided for in the QR Services ET Plant Maintenance Progression Framework (previously under Schedule 6 clause of the Queensland Rail Network Enterprise Agreement 2011) or CI and ET Career and Development progression principles.

109.4 The productivity payment will be calculated on the employee's base rate. The payment structure will be obtainment and utilisation of the qualification and competencies = 4.25%:

109.5 The productivity payment will be paid for each hour worked including overtime but will not be subject to overtime or penalty rates.

110 Allowances

Rolled up allowance (included in all purpose allowance)

110.1 Specific disability allowances previously paid have been combined into the all purpose allowance. These allowances are:

- Grinding in enclosed spaces
- Working at heights
- Redlynch and Kuranda length
- Corrosive substances
- Spraying herbicides
- Working in tunnels
- Handling cement
- Running Shed

110.2 The below disability allowances will still be payable under this Schedule where applicable:

- Wet places
- Wet weather
- Working with asbestos
- Air support respiratory masks
- Confined space
- Acid
- First Aid Attendant
- Tool Allowances
- Electrical Licensing Allowance

Allowance Increases

110.3 The allowances listed in this clause will increase as follows:

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

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

When employees work in wet places, they will be paid an allowance as follows:

- 68.79 cph effective from 1 March 2018
- 70.85 cph effective from 1 March 2019
- 72.98 cph effective from 1 March 2020
- 75.17 cph effective from 1 March 2022.

- 110.5 **Wet weather** - All time lost through wet weather will be paid for provided employees turn up to work and hold themselves in readiness. The supervisor or employee placed in charge will decide whether it is or is not too wet to work.

In any situation where employees are exposed to rain to the extent that their clothing becomes saturated with water, an additional 100% will be paid until such time as the employee finishes work or is able to change into dry clothing.

- 110.6 **Working with asbestos** - All aspects of asbestos work will meet as a minimum standard with the National Occupation Health and Safety Commission Codes as amended from time to time.

Employees required to use materials containing asbestos will be provided with and will use all necessary safeguards as required by the appropriate occupational health authorities.

Where such safeguards include the mandatory wearing of protective equipment (i.e. combination overalls and respiratory protection equipment or similar apparatus) such employees will be an allowance as follows:

- 88.93 cph effective from 1 March 2018
- 91.60 cph effective from 1 March 2019
- 94.35 cph effective from 1 March 2020
- 97.18 cph effective from 1 March 2022.

- 110.7 **Air support respiratory masks** - Any employee wearing protective clothing and an air support/respirator/mask as required will be an allowance as follows:

- 112.46 cph effective from 1 March 2018
- 115.83 cph effective from 1 March 2019
- 119.31 cph effective from 1 March 2020
- 122.89 cph effective 1 March 2022.

- 110.8 **Confined space** - An employee will be paid an allowance as set out below in addition to the ordinary rate for the actual time employed in a compartment, space or place, including underneath wagons/carriages, the dimensions of which necessitate an employee working in a stooped or otherwise cramped position, or without proper ventilation.

- 83.51 cph effective from 1 March 2018
- 86.02 cph effective from 1 March 2019
- 88.60 cph effective from 1 March 2020
- 91.25 cph effective from 1 March 2022.

110.9 **Acid** - An allowance as set out below will be paid to the employees for the whole of the shift while handling acids also for employees engaged in the maintenance of storage batteries, battery boxes, vehicles carrying storage batteries or engaged in overhauling and repairing same while handling acids and while recharging batteries containing solutions of soda.

- 60.45 cph effective from 1 March 2018
- 62.26 cph effective from 1 March 2019
- 64.13 cph effective from 1 March 2020
- 66.06 cph effective from 1 March 2022.

Transfer, travelling and living away from home

111 Migratory allowance

111.1 All employees who are required to work away from their designated home station for 5 days or more per fortnight will be paid an additional \$10 per day for each day worked away from their home station. This payment will be calculated at the end of each fortnight and paid accordingly.

112 Travel

Travelling whilst working from home station

112.1 Employees who are provided with a “home garaged” Company vehicle and have all of the necessary items for the performance of their day’s duties may, if there is a business requirement, start the day’s work at the job site rather than attend the depot. Employees will not be required to leave their place of residence any earlier to attend job sites than they would have been required to if they had started at the depot.

112.2 Employees required to travel for longer than they would normally take to travel to or from their home to their home station, to their place of work for that day, will be paid at overtime rates for excess time incurred from home station to place of work. Alternatively these employees will have this excess time incorporated into their normal rostered hours or start and finish from their place of residence as above.

112.3 Where authorised, employees who use their own vehicle during the course of their employment will be reimbursed as appropriate.

Daily travel whilst “Working Away From Home”

112.4 Employees that are engaged to work in a locality that is not their normal home station, who are accommodated within Company provided accommodation, will

start and finish at the Company provided accommodation at the beginning and end of the rostered shift.

- 112.5 If there is a business requirement to start and or finish on site then employees will be paid overtime for the extra time spent travelling to and from Company provided accommodation.

Travel to and from “block roster works” or “away from home works”

- 112.6 Employees that are engaged to work in a locality that is not their normal home station who are required to travel from home station to a camp or motel at the start of a rostered block and vice versa will where possible travel all or a majority of the time within normal rostered hours.
- 112.7 Where employees are required to travel outside their normal rostered hours, travel will be limited to a maximum of 6 hours and employees will be paid overtime rates as per Overtime Clause 90.
- 112.8 Where it is not possible for all travel to occur within normal rostered hours, employees will only travel outside their normal rostered hours at either the start or the end of their rostered block, however it is the parties' preference that where possible this travel will occur at the end of the rostered block.
- 112.9 Transport to and from the home station or place of mobilisation is the responsibility of the employer.
- 112.10 Where company transport is arranged (e.g. a bus) employees can request to be dropped off or picked up at a major location on the way to or from the vehicle's final destination.
- 112.11 Transport options for travel from home station to residence are available at management discretion (e.g. company vehicle).
- 112.12 Travel arrangements will be managed and planned with regard to fatigue management and all reasonable steps will be taken to address any fatigue related issues. Employees will also have responsibility for their actions in regards to managing this issue.
- 112.13 In extreme circumstances such as cyclones, floods etc., where employees are stranded and cannot return to their actual place of residence (home station or not), any delay/time incurred will be given as time off in lieu.

113 Living away from home station

- 113.1 Upon commencement of employment, or where employees provide proof of residential address and are required to travel 50kms or more to work from such address they will be entitled to conditions contained within clause 60 (Working away from home).
- 113.2 Those employees who receive this entitlement at commencement of the Queensland Rail Network Enterprise Agreement 2011 but do not meet the above criteria will continue to receive this entitlement.
- 113.3 Where employees change their residence after commencement of employment payment under this clause will not apply unless the manager of the section provides approval with consultation with the consultative committee.

Appendix 1: Pay rates – CI stream

PS Group	PS Level	Old Rate – 1 March 2018			1 March 2019			1 March 2020		
		Basic Pay \$	8% APA	Total FN	Base	8% APA	Total FN	Base	8% APA	Total FN
CI1	1	1,877.49	120.36	1,997.85	1,933.81	120.36	2,054.17	1,983.70	120.36	2,104.06
CI1	2	1,924.14	123.35	2,047.49	1,981.86	123.35	2,105.21	2,032.99	123.35	2,156.34
CI1	3	1,989.83	127.57	2,117.40	2,049.52	127.57	2,177.09	2,102.40	127.57	2,229.97
CI1	4	2,089.45	133.95	2,223.40	2,152.13	133.95	2,286.08	2,207.65	133.95	2,341.60
CI1	5	2,172.31	139.26	2,311.57	2,237.48	139.26	2,376.74	2,295.21	139.26	2,434.47
CI2	1	2,214.28	141.96	2,356.24	2,280.71	141.96	2,422.67	2,339.55	141.96	2,481.51
CI2	2	2,320.05	148.74	2,468.79	2,389.65	148.74	2,538.39	2,451.30	148.74	2,600.04
CI2	3	2,428.39	155.68	2,584.07	2,501.24	155.68	2,656.92	2,565.77	155.68	2,721.45
CI2	4	2,536.06	162.58	2,698.64	2,612.14	162.58	2,774.72	2,679.53	162.58	2,842.11
CI3	1	2,643.71	169.49	2,813.20	2,723.02	169.49	2,892.51	2,793.27	169.49	2,962.76
CI3	2	2,752.32	176.45	2,928.77	2,834.89	176.45	3,011.34	2,908.03	176.45	3,084.48
CI3	3	2,860.13	183.36	3,043.49	2,945.93	183.36	3,129.29	3,021.93	183.36	3,205.29
CI3	4	2,967.76	190.26	3,158.02	3,056.79	190.26	3,247.05	3,135.66	190.26	3,325.92
CI3	5	3,075.81	197.19	3,273.00	3,168.08	197.19	3,365.27	3,249.82	197.19	3,447.01
CI4	1	3,184.03	204.13	3,388.16	3,279.55	204.13	3,483.68	3,364.16	204.13	3,568.29
CI4	2	3,293.52	211.14	3,504.66	3,392.33	211.14	3,603.47	3,479.85	211.14	3,690.99
CI4	3	3,507.69	224.87	3,732.56	3,612.92	224.87	3,837.79	3,706.13	224.87	3,931.00
CI5	1	3,766.76	241.48	4,008.24	3,879.76	241.48	4,121.24	3,979.86	241.48	4,221.34
CI5	2	3,853.23	247.03	4,100.26	3,968.83	247.03	4,215.86	4,071.23	247.03	4,318.26
CI5	3	4,004.65	256.74	4,261.39	4,124.79	256.74	4,381.53	4,231.21	256.74	4,487.95
CI6	1	4,099.34	262.80	4,362.14	4,222.32	262.80	4,485.12	4,331.26	262.80	4,594.06
CI6	2	4,192.06	268.75	4,460.81	4,317.82	268.75	4,586.57	4,429.22	268.75	4,697.97
CI6	3	4,286.06	274.78	4,560.84	4,414.64	274.78	4,689.42	4,528.54	274.78	4,803.32

Schedule 1: Construction



PS Group	PS Level	1 September 2021			1 March 2022		
		Base	8% APA	Total FN	Base	8% APA	Total FN
CI1	1	1,983.70	150.19	2,133.89	2,043.21	150.19	2,193.40
CI1	2	2,032.99	153.93	2,186.92	2,093.98	153.93	2,247.91
CI1	3	2,102.40	159.18	2,261.58	2,165.47	159.18	2,324.65
CI1	4	2,207.65	167.15	2,374.80	2,273.88	167.15	2,441.03
CI1	5	2,295.21	173.78	2,468.99	2,364.07	173.78	2,537.85
CI2	1	2,339.55	177.14	2,516.69	2,409.74	177.14	2,586.88
CI2	2	2,451.30	185.60	2,636.90	2,524.84	185.60	2,710.44
CI2	3	2,565.77	194.27	2,760.04	2,642.74	194.27	2,837.01
CI2	4	2,679.53	202.88	2,882.41	2,759.92	202.88	2,962.80
CI3	1	2,793.27	211.49	3,004.76	2,877.07	211.49	3,088.56
CI3	2	2,908.03	220.18	3,128.21	2,995.27	220.18	3,215.45
CI3	3	3,021.93	228.81	3,250.74	3,112.59	228.81	3,341.40
CI3	4	3,135.66	237.42	3,373.08	3,229.73	237.42	3,467.15
CI3	5	3,249.82	246.06	3,495.88	3,347.31	246.06	3,593.37
CI4	1	3,364.16	254.72	3,618.88	3,465.08	254.72	3,719.80
CI4	2	3,479.85	263.48	3,743.33	3,584.25	263.48	3,847.73
CI4	3	3,706.13	280.61	3,986.74	3,817.31	280.61	4,097.92
CI5	1	3,979.86	301.34	4,281.20	4,099.26	301.34	4,400.60
CI5	2	4,071.23	308.25	4,379.48	4,193.37	308.25	4,501.62
CI5	3	4,231.21	320.37	4,551.58	4,358.15	320.37	4,678.52
CI6	1	4,331.26	327.94	4,659.20	4,461.20	327.94	4,789.14
CI6	2	4,429.22	335.36	4,764.58	4,562.10	335.36	4,897.46
CI6	3	4,528.54	342.88	4,871.42	4,664.40	342.88	5,007.28

**Pay rates -
refurbishment
and
resurfacing**

Schedule 1: Construction



PS Group	PS Level	Old Rate – 1 March 2018			1 March 2019			1 March 2020		
		Basic Pay \$	9% APA	Total FN	Base	9% APA	Total FN	Base	9% APA	Total FN
CI1	1	1,877.49	135.41	2,012.90	1,933.81	135.41	2,069.22	1,983.70	135.41	2,119.11
CI1	2	1,924.14	138.77	2,062.91	1,981.86	138.77	2,120.63	2,032.99	138.77	2,171.76
CI1	3	1,989.83	143.51	2,133.34	2,049.52	143.51	2,193.03	2,102.40	143.51	2,245.91
CI1	4	2,089.45	150.70	2,240.15	2,152.13	150.70	2,302.83	2,207.65	150.70	2,358.35
CI1	5	2,172.31	156.67	2,328.98	2,237.48	156.67	2,394.15	2,295.21	156.67	2,451.88
CI2	1	2,214.28	159.70	2,373.98	2,280.71	159.70	2,440.41	2,339.55	159.70	2,499.25
CI2	2	2,320.05	167.33	2,487.38	2,389.65	167.33	2,556.98	2,451.30	167.33	2,618.63
CI2	3	2,428.39	175.14	2,603.53	2,501.24	175.14	2,676.38	2,565.77	175.14	2,740.91
CI2	4	2,536.06	182.91	2,718.97	2,612.14	182.91	2,795.05	2,679.53	182.91	2,862.44
CI3	1	2,643.71	190.67	2,834.38	2,723.02	190.67	2,913.69	2,793.27	190.67	2,983.94
CI3	2	2,752.32	198.50	2,950.82	2,834.89	198.50	3,033.39	2,908.03	198.50	3,106.53
CI3	3	2,860.13	206.28	3,066.41	2,945.93	206.28	3,152.21	3,021.93	206.28	3,228.21
CI3	4	2,967.76	214.04	3,181.80	3,056.79	214.04	3,270.83	3,135.66	214.04	3,349.70
CI3	5	3,075.81	221.84	3,297.65	3,168.08	221.84	3,389.92	3,249.82	221.84	3,471.66
CI4	1	3,184.03	229.64	3,413.67	3,279.55	229.64	3,509.19	3,364.16	229.64	3,593.80
CI4	2	3,293.52	237.54	3,531.06	3,392.33	237.54	3,629.87	3,479.85	237.54	3,717.39
CI4	3	3,507.69	252.98	3,760.67	3,612.92	252.98	3,865.90	3,706.13	252.98	3,959.11
CI5	1	3,766.76	271.67	4,038.43	3,879.76	271.67	4,151.43	3,979.86	271.67	4,251.53
CI5	2	3,853.23	277.91	4,131.14	3,968.83	277.91	4,246.74	4,071.23	277.91	4,349.14
CI5	3	4,004.65	288.83	4,293.48	4,124.79	288.83	4,413.62	4,231.21	288.83	4,520.04
CI6	1	4,099.34	295.66	4,395.00	4,222.32	295.66	4,517.98	4,331.26	295.66	4,626.92
CI6	2	4,192.06	302.34	4,494.40	4,317.82	302.34	4,620.16	4,429.22	302.34	4,731.56
CI6	3	4,286.06	309.12	4,595.18	4,414.64	309.12	4,723.76	4,528.54	309.12	4,837.66

Schedule 1: Construction



PS Group	PS Level	1 September 2021			1 March 2022		
		Base	9% APA	Total	Base	9% APA	Total
CI1	1	1,983.70	168.97	2,152.67	2,043.21	168.97	2,212.18
CI1	2	2,032.99	173.17	2,206.16	2,093.98	173.17	2,267.15
CI1	3	2,102.40	179.08	2,281.48	2,165.47	179.08	2,344.55
CI1	4	2,207.65	188.05	2,395.70	2,273.88	188.05	2,461.93
CI1	5	2,295.21	195.50	2,490.71	2,364.07	195.50	2,559.57
CI2	1	2,339.55	199.28	2,538.83	2,409.74	199.28	2,609.02
CI2	2	2,451.30	208.80	2,660.10	2,524.84	208.80	2,733.64
CI2	3	2,565.77	218.55	2,784.32	2,642.74	218.55	2,861.29
CI2	4	2,679.53	228.24	2,907.77	2,759.92	228.24	2,988.16
CI3	1	2,793.27	237.93	3,031.20	2,877.07	237.93	3,115.00
CI3	2	2,908.03	247.70	3,155.73	2,995.27	247.70	3,242.97
CI3	3	3,021.93	257.41	3,279.34	3,112.59	257.41	3,370.00
CI3	4	3,135.66	267.09	3,402.75	3,229.73	267.09	3,496.82
CI3	5	3,249.82	276.82	3,526.64	3,347.31	276.82	3,624.13
CI4	1	3,364.16	286.56	3,650.72	3,465.08	286.56	3,751.64
CI4	2	3,479.85	296.41	3,776.26	3,584.25	296.41	3,880.66
CI4	3	3,706.13	315.69	4,021.82	3,817.31	315.69	4,133.00
CI5	1	3,979.86	339.00	4,318.86	4,099.26	339.00	4,438.26
CI5	2	4,071.23	346.79	4,418.02	4,193.37	346.79	4,540.16
CI5	3	4,231.21	360.41	4,591.62	4,358.15	360.41	4,718.56
CI6	1	4,331.26	368.94	4,700.20	4,461.20	368.94	4,830.14
CI6	2	4,429.22	377.28	4,806.50	4,562.10	377.28	4,939.38
CI6	3	4,528.54	385.74	4,914.28	4,664.40	385.74	5,050.14

Pay rates plant maintenance

PS Group	PS Level	Old Rate – 1 March 2018			1 March 2019			1 March 2020		
		Basic Pay \$	8% APA	Total FN	Base	8% APA	Total FN	Base	8% APA	Total FN
ET1	1	1,877.49	120.36	1,997.85	1,933.81	120.36	2,054.17	1,983.70	120.36	2,104.06
ET1	2	1,924.14	123.35	2,047.49	1,981.86	123.35	2,105.21	2,032.99	123.35	2,156.34
ET1	3	1,989.83	127.57	2,117.40	2,049.52	127.57	2,177.09	2,102.40	127.57	2,229.97
ET1	4	2,089.45	133.95	2,223.40	2,152.13	133.95	2,286.08	2,207.65	133.95	2,341.60
ET1	5	2,172.31	139.26	2,311.57	2,237.48	139.26	2,376.74	2,295.21	139.26	2,434.47
ET2	1	2,214.28	141.96	2,356.24	2,280.71	141.96	2,422.67	2,339.55	141.96	2,481.51
ET2	2	2,320.05	148.74	2,468.79	2,389.65	148.74	2,538.39	2,451.30	148.74	2,600.04
ET2	3	2,428.39	155.68	2,584.07	2,501.24	155.68	2,656.92	2,565.77	155.68	2,721.45
ET2	4	2,536.06	162.58	2,698.64	2,612.14	162.58	2,774.72	2,679.53	162.58	2,842.11
ET3	1	2,643.71	169.49	2,813.20	2,723.02	169.49	2,892.51	2,793.27	169.49	2,962.76
ET3	2	2,752.32	176.45	2,928.77	2,834.89	176.45	3,011.34	2,908.03	176.45	3,084.48
ET3	3	2,860.13	183.36	3,043.49	2,945.93	183.36	3,129.29	3,021.93	183.36	3,205.29
ET3	4	2,914.49	186.85	3,101.34	3,001.92	186.85	3,188.77	3,079.37	186.85	3,266.22
ET4	1	2,967.76	190.26	3,158.02	3,056.79	190.26	3,247.05	3,135.66	190.26	3,325.92
ET4	2	3,118.63	199.93	3,318.56	3,212.19	199.93	3,412.12	3,295.06	199.93	3,494.99
ET4	3	3,294.46	211.21	3,505.67	3,393.29	211.21	3,604.50	3,480.84	211.21	3,692.05
ET4	4	3,401.29	218.05	3,619.34	3,503.33	218.05	3,721.38	3,593.72	218.05	3,811.77
ET5	1	3,507.69	224.87	3,732.56	3,612.92	224.87	3,837.79	3,706.13	224.87	3,931.00
ET5	2	3,616.18	231.83	3,848.01	3,724.67	231.83	3,956.50	3,820.77	231.83	4,052.60
ET5	3	3,723.54	238.71	3,962.25	3,835.25	238.71	4,073.96	3,934.20	238.71	4,172.91
ET6	1	4,005.23	256.77	4,262.00	4,125.39	256.77	4,382.16	4,231.83	256.77	4,488.60
ET6	2	4,099.34	262.80	4,362.14	4,222.32	262.80	4,485.12	4,331.26	262.80	4,594.06
ET6	3	4,192.06	268.75	4,460.81	4,317.82	268.75	4,586.57	4,429.22	268.75	4,697.97
ET6	4	4,286.06	274.78	4,560.84	4,414.64	274.78	4,689.42	4,528.54	274.78	4,803.32

Schedule 1: Construction



PS Group	PS Level	1 September 2021			1 March 2022		
		Base	8% APA	Total FN	Base	8% APA	Total FN
ET1	1	1,983.70	150.19	2,133.89	2,043.21	150.19	2,193.40
ET1	2	2,032.99	153.93	2,186.92	2,093.98	153.93	2,247.91
ET1	3	2,102.40	159.18	2,261.58	2,165.47	159.18	2,324.65
ET1	4	2,207.65	167.15	2,374.80	2,273.88	167.15	2,441.03
ET1	5	2,295.21	173.78	2,468.99	2,364.07	173.78	2,537.85
ET2	1	2,339.55	177.14	2,516.69	2,409.74	177.14	2,586.88
ET2	2	2,451.30	185.60	2,636.90	2,524.84	185.60	2,710.44
ET2	3	2,565.77	194.27	2,760.04	2,642.74	194.27	2,837.01
ET2	4	2,679.53	202.88	2,882.41	2,759.92	202.88	2,962.80
ET3	1	2,793.27	211.49	3,004.76	2,877.07	211.49	3,088.56
ET3	2	2,908.03	220.18	3,128.21	2,995.27	220.18	3,215.45
ET3	3	3,021.93	228.81	3,250.74	3,112.59	228.81	3,341.40
ET3	4	3,079.37	233.15	3,312.52	3,171.75	233.15	3,404.90
ET4	1	3,135.66	237.42	3,373.08	3,229.73	237.42	3,467.15
ET4	2	3,295.06	249.49	3,544.55	3,393.91	249.49	3,643.40
ET4	3	3,480.84	263.55	3,744.39	3,585.27	263.55	3,848.82
ET4	4	3,593.72	272.10	3,865.82	3,701.53	272.10	3,973.63
ET5	1	3,706.13	280.61	3,986.74	3,817.31	280.61	4,097.92
ET5	2	3,820.77	289.29	4,110.06	3,935.39	289.29	4,224.68
ET5	3	3,934.20	297.88	4,232.08	4,052.23	297.88	4,350.11
ET6	1	4,231.83	320.41	4,552.24	4,358.78	320.41	4,679.19
ET6	2	4,331.26	327.94	4,659.20	4,461.20	327.94	4,789.14
ET6	3	4,429.22	335.36	4,764.58	4,562.10	335.36	4,897.46
ET6	4	4,528.54	342.88	4,871.42	4,664.40	342.88	5,007.28

Note: ET3.4 and ET4.4 are only accessible by Planners, Co-ordinators and Supervisors.

Appendix 2: Refurbishment and resurfacing special provisions

114 Application

114.1 This clause only applies to employees, as at lodgement of the Infrastructure Projects Union Collective Workplace Agreement 2009 and which continues under this Agreement where applicable, who were working in the Resleeping (now Refurbishment/Renewal) and Resurfacing teams. See below for list of employees covered by this clause.

Exclusions

114.2 This clause does not apply to employees who at time of lodgement of the Infrastructure Projects Union Collective Workplace Agreement 2009 who were working in the following positions and who continue to work in the following positions under this Agreement where applicable:

- a) Resleeping: Field Supervisor, Planning and Logistics Co-ordinator, Production Co-ordinator, Refurbishment Strategic Planner, Safety / Project Officer and Track Planner.
- b) Resurfacing: Production Co-ordinator and Senior Planning Co-ordinator.
- c) These employees in clauses (a) and (b) will be paid a 20% allowance of the employee's base classification rate per week in lieu of weekend penalty rates, shift allowances and shift loading clauses where applicable and as provided for within this Agreement.

Further exclusions

114.3 This clause also does not apply to employees who are appointed to positions within the Resleeping (now Refurbishment/Renewal) and Resurfacing Teams after the date of lodgement of the Infrastructure Projects union Collective Workplace Agreement 2009 and which continues under this Agreement (including both employees new to the organisation and existing Business employees from other work areas). These new employees or Business employees appointed to positions within the Network Construction function will be employed and remunerated under the conditions contained in this Part and Schedule with the exception of this clause.

List of employees

114.4 The list below reflects the service numbers of those employees who are covered by this clause. Employees will only continue to be covered by this clause while

they remain in positions covered by this clause as at the lodgement of the Infrastructure Projects Union Collective Workplace Agreement 2009.

Network Table 3

3049	20067D7	501877	853107	851873	863815	864723	862898	48486
19424	202210	850784	853325	852256	865457	200304	865339	865347
202605	503526	851537	600129	860693	865458	150850	869327	150692
29908	66262	855315	504033	853326	860204	855075	869139	402923
31577	67533	203849	504420	864675	860493	855077	866389	854641
31803	77711	203973	600701	864241	865461	855251	865338	866383
81119	300572	504917	600719	865462	869014	150752	866385	869024
81304	300622	504963	850143	866392	865460	854954	865459	865345
41754	86033	600579	850229	860729	869019	865343	868795	864681
301145	600176	853368	850563	863874	868956	863613	864677	
43858	301529	600514	850567	864676	865975	863814	866384	
45938	121036	301831	29298	854200	861397	854650	866377	
46586	121116	403990	863816	854293	862173	862899	866380	
47701	150416	405205	863832	854298	862203	866386	866382	

115 Rostering and block working

- 115.1 The Company will endeavour to plan and implement block working rosters across the Refurbishment and Resurfacing teams at a minimum of 50% of the rosters in a calendar year.
- 115.2 The Company will review rosters worked at the end of each calendar year and determine if employees have worked block working rosters.
- 115.3 Where employee/s are proven to be disadvantaged by not working block working up to the minimum amount of 50%, the Company will make payment of the difference based on the employee/s fortnightly earnings as at the date of lodgement.

116 Refurbishment & resurfacing appendix payments

- 116.1 The Company will pay an All Purpose Allowance of 9% calculated on the employee's base rate prior to lodgement of the Queensland Rail Network Enterprise Agreement 2011.

Appendix 3: Construction Allowance

117 Construction project allowance – new projects

- 117.1 The rates listed below will be payable to employees only for the hours worked when performing construction duties on specific rail project related construction sites which the Company has successfully tendered for either on their own or as part of a consortium or alliance.
- 117.2 The allowance is not payable to employees performing internal domestic construction work, maintenance or renewal work and/or projects.
- 117.3 This allowance is not an all purpose allowance. The allowance is paid for hours worked on site (as defined above) only.
- 117.4 The scale of hourly site allowance is:

Total QR Services Construction Contract Value in Millions of Dollars	Site Allowance
5.7 to 15	1.00
15 to 35	1.35
35 to 50	1.70
50 to 75	1.95
75 to 100	2.20
100 to 125	2.50
125 to 150	2.90
150 to 175	3.05
175 to 200	3.30
200 to 225	3.65
225 to 250	4.00
250 to 300	4.30
300 to 350	4.65
350 to 400	4.95
400 to 500	5.40
>500	6.00

- 117.5 The total construction contract value is the total cost of QR Services works, not the total contract value of the Project.

Cash out of Flights

- 117.6 On a case by case basis the company and the employee may agree to the option to allow employees to “cash out” the direct flight costs where the employee remains in the project location and the employee elects to provide for their own accommodation and travel needs when not rostered on, and commits

to return to their next rostered shift. Sixty seven percent (67%) of the saved flight cost will be paid to the employee. Such agreement with an employee must be made in sufficient time for QR to gain a financial benefit from not booking the flight.

SCHEDULE 2: Maintenance

118 Application of this schedule

- 118.1 The Maintenance schedule contains terms and conditions of employment that specifically apply to employees engaged in principally maintenance of track, structures and associated infrastructure work irrespective of which organisational function, group, section or unit within the Business.
- 118.2 The functions covered by this schedule include, but are not limited to employees engaged as/in
- Trackworkers;
 - Bridgeworkers;
 - Planners of the abovementioned employees; and
 - Supervisory staff (Team Leaders and Supervisors) of the abovementioned employees.
 - Any new position created subsequent to this Agreement being made.
- 118.3 This schedule covers employees employed prior to the commencement of this Agreement who were previously covered under the Civil Maintenance Schedule 2 of the Queensland Rail Network Enterprise Agreement 2011.
- 118.4 The main body of this agreement provides for the employees general terms and conditions of employment that are not provided for in this schedule (e.g. core hours arrangements, health and safety matters, leave entitlements, consultation processes etc.).
- 118.5 Where the provisions of this schedule create an inconsistent application with the general provisions of this agreement, the provisions of this schedule will prevail to the extent of any inconsistency created between the two.

119 Wage rates

- 119.1 Wage rates for employees covered by this schedule are set out in Appendix 1 to this schedule

120 Hours of work and other hours arrangements

- 120.1 Ordinary hours may be worked in shifts of up to 12 hours without attracting overtime penalties.

121 Changes to shift starting and finishing times

- 121.1 The parties recognise the need for the Company to roster employees with appropriate flexibility without losing sight of the importance for employees to have predictable work hours and meaningful periods of leisure time. In this regard the parties agree to the following principles for change of roster situations:
- 121.1.1 Changes will only occur in relation to the starting time of a rostered ordinary shift.
 - 121.1.2 Changes will only be made on occasions where unforeseen circumstances arise, e.g. change in maintenance programs, employees going off sick.
- 121.2 Such provisions will not be used in lieu of cases where call-out provisions apply.
- 121.3 Any changes in starting and finishing times for the next working day will as far as practicable, be notified no later than finishing time on the working shift immediately prior. If the change of times is outside the spread of hours, then no penalty will apply but shift allowance will be paid for the period outside the spread of hours.
- 121.4 Where changes in starting and finishing times are notified after the end of shift but with less than 2 hours notice, a penalty payment of 1 hour will apply. If notification is given with less than 2 hours notice, then a penalty payment of 2 hours penalty will apply. If the change of times is outside the spread of hours, then no penalty will apply but shift allowance will be paid for the period outside the spread of hours.

122 38 hour week and consecutive days off

- 122.1 The 38 hour week is worked as 5 in any 7 days or 10 in any 14 days at ordinary time.
- This will include consecutive days off as follows:
- 122.2 one day off at the conclusion of the first week and one day off at the commencement of the second week, plus 2 other consecutive days off in either week; or
 - 122.3 any 2 consecutive days off in the first week and any 2 consecutive days off in the second week; or

122.4 2 consecutive days off at the conclusion of the first week and 2 consecutive days off at the commencement of the second week.

123 Meal break payments during overtime

123.1 No meal break payments will be paid on overtime shifts.

124 Accrual of leisure days off

124.1 Where the arrangement of ordinary hours work provides for a leisure day off (LDO) they can be substituted for another day or accrued by agreement to be taken within the 12 month period. LDO's owing to the employee will not exceed an accrued number of 3 unless agreed by both parties.

124.2 Should an LDO be changed; at least 4 full days notice in writing will be provided. Where 4 full days notice in writing is not provided, a penalty payment for the full shift will apply.

124.3 However where the employer and the employee are in agreement, the notice period may be reduced without the penalty payment applying.

124.4 Should an employee wish to take an accrued LDO, they will provide management with at least 4 full days notice in writing. Where 4 full days notice in writing is not provided, then the LDO may not be granted.

124.5 However where the employer and the employee are in agreement, the notice period may be reduced.

125 Shift allowances

125.1 Employees working shift arrangements on night shift will be paid an additional penalty rate of 25% percent on the employee's base rate of pay.

125.2 This extra rate will not apply to shifts performed on Saturdays and/or Sundays where weekend penalty rates apply.

126 Break between shifts

126.1 Breaks between shifts will be in accordance with the fatigue management guidelines in place at the time.

127 Shift change after reporting for duty

127.1 If an employee reports for duty as rostered and the shift is deferred for greater than 2 hours or cancelled, then the employee will be entitled to a minimum payment of 2 hours, at the rate applicable to the day.

128 Changes to the 38 hour week roster arrangements

- 128.1 It is the intention of the parties that short-notice changes to rostered workings of employees will be sought only in response to unforeseen or compelling circumstances and the Company will consult with affected employees before implementing a change of roster.
- 128.2 If changes to rosters on a daily basis occurs 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 established roster to reflect the needs of the business.

129 Call out payments

- 129.1 If an employee is called out at any time and attends for duty then such an employee will be paid a minimum payment of 2 hours at ordinary rate plus the penalty payment applicable to the particular day for each hour (defined as any part of an hour) actually worked:
- 129.2 Payment for call outs will be computed from the sign on for actual work performed.
- 129.3 Employees who are called out will also receive the standby payments as set out in clause 89 (Standby Arrangements).

130 Loss of permit, licence or qualification

Part A:

- 130.1 In circumstances where the loss of the permit, licence or qualification is less than 6 months:
- 130.2 The parties agree that in event an employee loses their permit, licence or qualification and is unable to carry out the majority of his/her normal duties as a result of the above impacts, the following will apply:

Step 1

Assessment made as to whether the employee can do the majority of their current tasks

Step 2

If the employee can do the majority of their current tasks they remain at the current rate of pay excluding any specific progression clauses.

Step 3

If the employee cannot do the majority of their current tasks, then assessment will be made as to whether there is a suitable alternative role at the employee's current classification. If so the employee will be temporarily appointed to that position. Training may be provided to give the employee an opportunity to build competencies in other available roles. This will be dependent on the availability of other roles and the capability of the employee.

Step 4 a

The employee may take paid leave, if they have the leave entitlements. (Leave without pay will not be considered).

OR

Step 4 b

Assessment will be made as to whether there is a suitable role at a lower classification. If so the employee will be temporarily appointed to that position until the employee can successfully regain the necessary accreditation, licence or qualification.

Part B:

130.3 In circumstances where the loss of the permit, licence or qualification is:

- permanent; or
- likely to extend beyond 6 months; or
- there are no suitable positions to which the employee can be placed or the employee refuses to be temporarily placed.

130.4 Steps 1-4 as above in Part A will be followed; then

Step 5

The employer and the employee (and if requested by the employee an employee representative) will discuss alternative employment within the company. This could include transfer to another business within the group of companies. If alternate arrangements cannot be made within 3 months of commencement of Step 1, cessation of the employment relationship may result.

130.5 The employee will have support and counselling throughout the above process.

130.6 The above clauses will not apply where:

130.6.1 the licensor or the Company fails in their obligation to provide, or apply continuity, of a license, permit or qualification

130.6.2 an employee has retained an alternative method of licensing where the employee is able to continue his or her usual employment duties.

130.7 In the event of health restricted circumstances the relevant QR health procedures will apply.

131 Shift worker overtime

131.1 For employees who are deemed shift workers (see Clause 84 (Overtime), overtime will be paid at the rate of double time.

132 Maintenance all purpose allowance

Flexibility Allowance

132.1 In recognition of the current challenges and the flexibility gained in work practices the Company will pay employees a Maintenance Flexibility Allowance of 7% (paid as an All Purpose Allowance) of the base rate as at 30 April 2011. From 1 September 2021, the All Purpose Allowance will apply to the base rate as at 1 March 2018.

132.2 Employees in Transition (EITs) CI employees not performing CI duties and CI employees performing 'Administration' functions will not be paid the Maintenance Flexibility Allowance.

132.3 The Maintenance Flexibility Allowance will be paid as an hourly rate for the term of the Agreement.

132.4 The Maintenance Flexibility Allowance will not increase with the wage increases contained in this Agreement.

132.5 The calculating of the Maintenance Flexibility Allowance includes the following allowances that were contained in the previous Award:-

- Wet places
- Narrow excavations
- Working from heights >15.25 metres
- Painting chord boxes
- Swing scaffolding
- Redlynch – Kuranda
- Confined Spaces
- Working in tunnels

- Flood debris
- Carcass destruction
- Sand blasting bridges
- Air support respiratory masks
- Handling cement
- Breakdown rates
- Camp allowance
- Shovelling coal

133 Disability allowances

Allowance Increases

133.1 The allowances listed in this clause will increase as follows:

3% on 1 March 2019

3% on 1 March 2020

3% on 1 March 2022.

133.2 Working in the Rain - All time lost through wet weather will be paid for provided the employees turn up to work and hold themselves in readiness. The person in charge will decide whether it is or is not too wet to work.

Provided that in any situation where employees are exposed to rain to the extent that their clothing becomes saturated with water, an additional 100% shall be paid until such time as the employee finishes work or is able to change into dry clothing.

133.3 Herbicide - An allowance of as set out below will be paid to employees operating weed spraying equipment and when mixing and spraying herbicide provided this is not already paid as part of the CI Competency System.

- 51.51 cph effective from 1 March 2018
- 53.06 cph effective from 1 March 2019
- 54.65 cph effective from 1 March 2020
- 56.29 cph effective from 1 March 2022.

134 Working away from home depot

- 134.1 No individual will be required to work away from their home depot for more than 5 working days. The 5 days includes depot to depot travel. Where there is an identified business need or emergencies where requirements might extend beyond this period, then resources will be sourced on a voluntary basis from gangs within the districts.

135 Travel

- 135.1 Employees who are engaged to work in a locality that is not their normal home depot and travel outside the ordinary shift time will be paid travel time at passive rates, with the exception of the driver who will be paid the applicable overtime rates.
- 135.2 Transport to and from the home depot or place of mobilisation is the responsibility of the employee.

136 Block working

- 136.1 Clause 122 of this Schedule '38 Hour Week and Consecutive Days Off' and clause 134 of this Schedule 'Working Away From Home Depot' will not apply to a gang / work group where a simple majority (50% plus 1) of the gang / work group (e.g. Sunshine Track Gang) agree to work block working arrangements; or where individual employees agree to perform block working..
- 136.2 Where agreement outlined above is achieved to work block working arrangements, the following conditions apply:
- 136.2.1 shift lengths for employees working away from home as part of block working will be a minimum of 8.5 hours (which can include both ordinary time and overtime), with the exception of the first and last shift (e.g. travel shifts) which can be a minimum of 4 hours;
- 136.2.2 The provisions of clause 106 of Schedule 1 'Project Recreation Days' and clause 111 of Schedule 1 'Migratory Allowance'.

Appendix 1: Rates of pay - Civil Infrastructure

PS Group	PS Level	Old Rate – 1 March 2018			1 March 2019			1 March 2020		
		Basic Pay \$	7% APA	Total FN	Base	7% APA	Total FN	Base	7% APA	Total FN
CI1	1	1,871.45	104.98	1,976.43	1,927.59	104.98	2,032.57	1,979.63	104.98	2,084.61
CI1	2	1,917.93	107.59	2,025.52	1,975.47	107.59	2,083.06	2,028.81	107.59	2,136.40
CI1	3	1,983.42	111.26	2,094.68	2,042.92	111.26	2,154.18	2,098.08	111.26	2,209.34
CI1	4	2,082.72	116.83	2,199.55	2,145.20	116.83	2,262.03	2,203.12	116.83	2,319.95
CI1	5	2,165.30	121.46	2,286.76	2,230.26	121.46	2,351.72	2,290.48	121.46	2,411.94
CI2	1	2,207.13	123.81	2,330.94	2,273.34	123.81	2,397.15	2,334.72	123.81	2,458.53
CI2	2	2,312.56	129.72	2,442.28	2,381.94	129.72	2,511.66	2,446.25	129.72	2,575.97
CI2	3	2,420.57	135.78	2,556.35	2,493.19	135.78	2,628.97	2,560.51	135.78	2,696.29
CI2	4	2,527.87	141.80	2,669.67	2,603.71	141.80	2,745.51	2,674.01	141.80	2,815.81
CI3	1	2,635.19	147.82	2,783.01	2,714.25	147.82	2,862.07	2,787.53	147.82	2,935.35
CI3	2	2,743.46	153.90	2,897.36	2,825.76	153.90	2,979.66	2,902.06	153.90	3,055.96
CI3	3	2,850.90	159.92	3,010.82	2,936.43	159.92	3,096.35	3,015.71	159.92	3,175.63
CI3	4	2,958.19	165.94	3,124.13	3,046.94	165.94	3,212.88	3,129.21	165.94	3,295.15
CI3	5	3,065.90	171.98	3,237.88	3,157.88	171.98	3,329.86	3,243.14	171.98	3,415.12
CI4	1	3,173.77	178.03	3,351.80	3,268.98	178.03	3,447.01	3,357.24	178.03	3,535.27
CI4	2	3,282.88	184.15	3,467.03	3,381.37	184.15	3,565.52	3,472.67	184.15	3,656.82
CI4	3	3,496.38	196.13	3,692.51	3,601.27	196.13	3,797.40	3,698.50	196.13	3,894.63
CI5	1	3,754.62	210.62	3,965.24	3,867.26	210.62	4,077.88	3,971.68	210.62	4,182.30
CI5	2	3,840.82	215.45	4,056.27	3,956.04	215.45	4,171.49	4,062.85	215.45	4,278.30
CI5	3	3,991.74	223.92	4,215.66	4,111.49	223.92	4,335.41	4,222.50	223.92	4,446.42
CI6	1	4,086.12	229.21	4,315.33	4,208.70	229.21	4,437.91	4,322.33	229.21	4,551.54
CI6	2	4,178.56	234.40	4,412.96	4,303.92	234.40	4,538.32	4,420.13	234.40	4,654.53
CI6	3	4,272.23	239.65	4,511.88	4,400.40	239.65	4,640.05	4,519.21	239.65	4,758.86

Schedule 2: Maintenance



1 September 2021					1 March 2022		
PS Group	PS Level	Base	7% APA	Total FN	Base	7% APA	Total FN
CI1	1	1,979.63	131.00	2,110.63	2,039.02	131.00	2,170.02
CI1	2	2,028.81	134.25	2,163.06	2,089.67	134.25	2,223.92
CI1	3	2,098.08	138.83	2,236.91	2,161.02	138.83	2,299.85
CI1	4	2,203.12	145.79	2,348.91	2,269.21	145.79	2,415.00
CI1	5	2,290.48	151.57	2,442.05	2,359.19	151.57	2,510.76
CI2	1	2,334.72	154.49	2,489.21	2,404.76	154.49	2,559.25
CI2	2	2,446.25	161.87	2,608.12	2,519.64	161.87	2,681.51
CI2	3	2,560.51	169.43	2,729.94	2,637.33	169.43	2,806.76
CI2	4	2,674.01	176.95	2,850.96	2,754.23	176.95	2,931.18
CI3	1	2,787.53	184.46	2,971.99	2,871.16	184.46	3,055.62
CI3	2	2,902.06	192.04	3,094.10	2,989.12	192.04	3,181.16
CI3	3	3,015.71	199.56	3,215.27	3,106.18	199.56	3,305.74
CI3	4	3,129.21	207.07	3,336.28	3,223.09	207.07	3,430.16
CI3	5	3,243.14	214.61	3,457.75	3,340.43	214.61	3,555.04
CI4	1	3,357.24	222.16	3,579.40	3,457.96	222.16	3,680.12
CI4	2	3,472.67	229.80	3,702.47	3,576.85	229.80	3,806.65
CI4	3	3,698.50	244.74	3,943.24	3,809.46	244.74	4,054.20
CI5	1	3,971.68	262.82	4,234.50	4,090.83	262.82	4,353.65
CI5	2	4,062.85	268.85	4,331.70	4,184.74	268.85	4,453.59
CI5	3	4,222.50	279.42	4,501.92	4,349.18	279.42	4,628.60
CI6	1	4,322.33	286.02	4,608.35	4,452.00	286.02	4,738.02
CI6	2	4,420.13	292.49	4,712.62	4,552.73	292.49	4,845.22
CI6	3	4,519.21	299.05	4,818.26	4,654.79	299.05	4,953.84

SCHEDULE 3 - Facilities

137 Application of this schedule

- 137.1 The Facilities schedule contains terms and conditions of employment that specifically apply to employees engaged in principally construction and maintenance of facilities and infrastructure work (including corridor maintenance) irrespective of which organisational function, group, section or unit of the Business.
- 137.2 The functions covered by this schedule include, but are not limited to employees engaged as:
- Electricians;
 - Plumbers;
 - Carpenters;
 - Painters;
 - Fitters;
 - Signwriters;
 - Compliance | Asbestos inspectors;
 - Corridor Enhancement Maintainers;
 - Plant and Truck Operators;
 - Vegetation Control Officers; and
 - Any new position created subsequent to this agreement being made.
- 137.3 This schedule covers employees employed prior to this commencement of this Agreement who were previously covered under the Facilities Schedule 3 of the Queensland Rail Network Enterprise Agreement 2011.
- 137.4 The main body of this agreement provides for the employees general terms and conditions of employment that are not provided for in this schedule (e.g. core hours arrangements, health and safety matters, leave entitlements, consultation processes etc.).
- 137.5 Where the provisions of this schedule create an inconsistent application with the general provisions of this agreement, the provisions of this schedule will prevail to the extent of any inconsistency created between the two.

Terms and conditions

138 Starting and finishing times on site

- 138.1 Employees who have company provided transport and all the necessary items for the performance of their duties will, if there is a business requirement, start and finish the work at the job site rather than attend the depot. Employees would not be required to leave home any earlier to attend job sites than they would have been required to if the start was at the depot. Employees would not be required to arrive home any later when finishing on a job site than they would have if they had finished at the depot.

139 Overtime meal breaks

- 139.1 Where overtime occurs after the usual finishing time and employees will be entitled to a 30 minute paid meal break after 2 hours, or after 1 hour if overtime continues beyond 1800 hours.
- 139.2 After each further period of 4 hours the employee will be allowed a 45 minutes paid meal break.
- 139.3 Employees who work overtime shifts will be provided with a paid meal break of 20 minutes for each period of 4 hours on duty.

140 Shift arrangements

- 140.1 Employees covered by this schedule may be required to perform day and night shift work due to requirements of the business. Where possible this will be by agreement and prolonged shifts will rotate on a weekly basis. Refer to clause 78 (Hours of Work) for process.
- 140.2 The ordinary working hours of employees working shifts will not exceed that prescribed in Clause 78 (Hours of Work).

141 Shift allowances

- 141.1 Employees working on night shift will be paid an additional penalty rate of 25% on the employee's base rate of pay for each hour worked. This extra rate will not apply to shifts performed on Saturdays and/or Sundays where weekend penalty rates apply.

142 Broken shift penalty payments

- 142.1 If an employee's night shifts do not continue for at least 5 successive nights than the employee will be paid at overtime rates for those shift hours which fall outside the spread of hours. Overtime will also apply where a weekly roster includes a mixture of rostered day shifts and night shifts.
- 142.2 Overtime will not apply in the case of:
- 142.2.1 A public holiday where the employee is off duty; and
 - 142.2.2 The employee being absent from work due to illness or leave, including training and LDOs.
- 142.3 Broken shift allowance is paid in lieu of the shift allowance as provided for in Clause 141 above.

143 10 hour break between shifts

- 143.1 Except where provided for in this agreement, an employee is required to have 10 consecutive hours break between the termination of the work on one shift and the start of the employee's work on the next shift (without loss of pay for ordinary time occurring during such absence).
- 143.2 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 90 (Overtime) until the employee is released from duty for 10 consecutive hours off duty.

144 Report for duty as rostered

- 144.1 If an employee reports for duty as rostered and the shift is deferred for greater than 2 hours or cancelled, then the employee will be entitled to a minimum payment of 2 hours, at the rate applicable to the day.

145 Call out provisions

- 145.1 When an employee is on call and:
- 145.1.1 has had a continuous 10 hour break;
 - 145.1.2 depot consultation has occurred;
 - 145.1.3 it has been defined whether shift brought forward is applicable and if so how it will apply, and

- 145.1.4 there are outstanding tasks to complete,
- 145.2 The employer can notify the employee that their shift has been brought forward immediately.
- 145.3 If shift brought forward on call out occurs on consecutive nights, the continuous 10 hour break must apply from the rostered finish time.
- 145.4 All time worked out of the normal rostered hours will be paid at double time. The employee's shift will then end after they have completed their usual ordinary hours from the commencement of their shift brought forward.
- 145.5 If the above does not apply, an employee who is called out at any time and attends for duty then that employee will be paid a minimum payment of 4 hours at ordinary rate plus the penalty payment applicable to the particular day for each hour (defined as any part of an hour) actually worked starting from the time of call out. All overtime and call outs for time actually worked on the same day, or between an employee's ordinary hours shifts (not including where shifts are broken by days not rostered), will be cumulative for the purposes of calculating the penalty.
- 145.6 Employees who are called out will also receive the standby payments as set out in clause 89 (Standby Arrangements).

146 Loss of permit, licence or qualification

- 146.1 The parties agree that in the event an employee loses their permit, license or qualification and as a result is unable to carry out the majority of their normal duties, the following will apply:

Step 1:

Assessment made as to whether the employee can do the majority of their current role.

Step 2:

If the employee can do the majority of their current tasks they remain at the current pay rate. Excluding any specific progression clauses.

Step 3:

If the employee cannot do the majority of their current tasks, then assessment will be made as to whether there is a suitable role and the current classification. If so the person will be temporarily appointed to that position.

Step 4:

Assessment will be made as to whether there is a suitable role at a lower classification. If so the person will be temporarily appointed to that position until the employee can successfully regain the necessary accreditation, licence or qualification.

146.2 Alternatively, the person can take paid leave where they have such leave accrued.

146.3 In circumstances where the loss of the permit, licence or qualification is:

- Permanent or
- Likely to extend beyond 6 months or
- There are no suitable positions to which the employee can be temporarily placed.

the employer and the employee (and if requested by the employee an employee representative) will discuss alternative permanent employment within the company.

146.4 The above clause will not apply where the licensor or the company fails in their obligation to provide, or apply continuity, of a license, permit or qualification

147 Facilities all purpose allowance

147.1 In recognition of these current challenges and the flexibility gained in work practices the Company will pay employees a Facilities All Purpose Allowance of 8.5% for those classified at ET2.1 and above and 7% for those below ET2.1 (paid as an All Purpose Allowance) applied to the base rate as at 30 April 2011. From 1 September 2021, the All Purpose Allowance will apply to the base rate as at 1 March 2018.

147.2 Employees in Transition (EiTs), ET employees not performing ET duties and ET employees performing 'Administration' functions will not be paid the Facilities Flexibility Allowance.

147.3 The Facilities All Purpose Allowance will be paid as an hourly rate for the term of the Agreement.

147.4 The Facilities All Purpose Allowance will not increase with the wage increases contained in this Agreement.

148 Disability allowances

Allowance Increases

148.1 The allowances listed in this clause will increase as follows:

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

148.2 Principles - The following allowances will be paid to employees, in the circumstances provided for in each allowance. For the purpose of this clause, payment for the allowances below will be in accordance with the following principles:

- 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.
- Should two allowance entitlements in the one group be applicable at the one time for which different rates are payable, payment will be for the allowance at the higher rate of the two.
- Should two allowance entitlements in the one group be applicable at the one time for which the same rate is payable, then payment would only be made for the one allowance per group at any one time.

Group 1 / Category A - An allowance will be paid as follows:

- 68.79 cph effective from 1 March 2018
- 70.85 cph effective from 1 March 2019
- 72.98 cph effective from 1 March 2020
- 75.17 cph effective from 1 March 2022

for the following:

148.3 **Wet places** - Employees working in wet places will be paid this allowance in addition to such employee's ordinary rates.

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

148.4 **Narrow excavations** - An employee who is employed on infrastructure work necessitating working in narrow excavations where the depth exceeds 914 mm

which require the employee to work in cramped conditions with no circulating ventilation.

- 148.5 **Grinding in enclosed situations** - Any employee operating a pneumatic grinder or engaged in peening or chipping inside water tanks and fuel tanks and scraping down or peening or chipping the inside of engine tenders.
- 148.6 **Height** - Any employee required to perform work at a height of at least 15.25 metres above the ground or low water level, or nearest horizontal plane.

Group 1 / Category B - An allowance as outlined below will be paid for the following:

- 148.7 **Swing Scaffold** - When engaged on work which requires them to be on any type of swing scaffold or any scaffold suspended by rope or cable, bosun's chair etc. or on a suspended scaffold requiring the use of steel or iron hooks or angle irons at a height of 6 metres or more above the nearest horizontal plane.
- 103.09 cph effective from 1 March 2018
 - 106.18 cph effective from 1 March 2019
 - 109.37 cph effective from 1 March 2020
 - 112.65 cph effective 1 March 2022.

Group 1 / Category C - An allowance as outlined below will be paid for the following:

- 148.8 **Working in pollution wells** - Employees required to work in pollution wells will be paid an allowance as set out below whilst actually working in the well to compensate for the confined space and the wearing of protective clothing and an airline respirator.
- \$1.86 per hour or part thereof effective from 1 March 2018
 - \$1.92 per hour or part thereof effective from 1 March 2019
 - \$1.97 per hour or part thereof effective from 1 March 2020
 - \$2.03 per hour or part thereof effective from 1 March 2022.
- 148.9 **Redlynch and Kuranda length** - Any employee on infrastructure work, whilst actually working on any section between Redlynch and Kuranda will an allowance as follows:
- 67.41 cph effective from 1 March 2018
 - 69.43 cph effective from 1 March 2019
 - 71.52 cph effective from 1 March 2020
 - 73.66 cph effective from 1 March 2022.

148.10 **Confined space** - Employees will be paid an allowance as follows in addition to the ordinary rate for the actual time employed in a compartment, space or place, including underneath wagons/carriages, the dimensions of which necessitate an employee working in a stooped or otherwise cramped position, or without proper ventilation.

- 83.51 cph effective from 1 March 2018
- 86.02 cph effective from 1 March 2019
- 88.60 cph effective from 1 March 2020
- 91.25 cph effective from 1 March 2022.

Group 2 / Category A – An allowance as outlined below will be paid for the following:

- 51.51 cph effective from 1 March 2018
- 53.06 cph effective from 1 March 2019
- 54.65 cph effective from 1 March 2020
- 56.29 cph effective from 1 March 2022.

148.11 **Corrosive substance** - Employees using, for the purpose of cleaning or stripping a substance which contains sulphuric acid, hydrofluoric acid or a similar acid to a total of 20% of the volume of the substance.

148.12 **Herbicide** - Employees operating weed spraying equipment and when mixing and spraying herbicide.

148.13 **Handling explosives** - Employees who handle and/or use explosives.

Group 2 / Category B - An allowance as outlined below will be paid for the following:

148.14 **Fibreglass** - Employees required to perform work with or upon fibreglass insulation, lay up components or by cutting items made of fibre reinforced plastic in circumstances approved by the employer will be an allowance as outlined below. This allowance will also be paid for the time spent in cleaning up the job and equipment.

- 77.07 cph effective from 1 March 2018
- 79.38 cph effective from 1 March 2019
- 81.76 cph effective from 1 March 2020
- 84.22 cph effective from 1 March 2022.

148.15 **Asbestos work** - All aspects of asbestos work will meet as a minimum standard with the National Occupation Health and Safety Commission Codes as amended from time to time.

Employees required to use materials containing asbestos will be provided with and will use all necessary safeguards as required by the appropriate occupational health authorities.

Where such safeguards include the mandatory wearing of protective equipment (i.e. combination overalls and respiratory protection equipment or similar apparatus) such employees will be an allowance as outlined below extra whilst so engaged.

- 88.93 cph effective from 1 March 2018
- 91.60 cph effective from 1 March 2019
- 94.35 cph effective from 1 March 2020
- 97.18 cph effective from 1 March 2022.

Other allowances:

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

148.17 **Acid** - An allowance will be paid as set out below to the employees for the whole of the shift while handling acids in the occupations of electroplating, electropolishing, acid cleaning in the brass and coppersmith's shops and cleaning articles in an acid bath; also to employees engaged in the maintenance of storage batteries, battery boxes, vehicles carrying storage batteries or engaged in overhauling and repairing same while handling acids and while recharging batteries containing solutions of soda.

- 60.45 cph effective from 1 March 2018
- 62.26 cph effective from 1 March 2019
- 64.13 cph effective from 1 March 2020
- 66.06 cph effective from 1 March 2022.

148.18 **Removing flood debris** - Employees engaged on removing flood debris from bridges while the flood waters are still over the rails will be paid a 100% penalty in addition to the ordinary rates for such work. When removing debris when the water is below the level of the bridge transoms, employees will be paid a 50% penalty in addition to the ordinary rates for such work. Payment will not be made under "wet places" in addition to payment under this clause.

148.19 **Handling cement** - Employees who are engaged in the physical handling of cement, cement bags, tar, lime, soda ash, acid jars or fireclay, will be paid an allowance extra as follows:

- 54.83 cph effective from 1 March 2018

- 56.47 cph effective from 1 March 2019
- 58.17 cph effective from 1 March 2020
- 59.91 cph effective 1 March 2022.

148.20 **Working in the Rain and Other Wet Conditions** - When employees are directed to work in the rain or in places that cause their clothing to become saturated with water they will be paid an additional 100% for the time worked and until the employee finishes work or is able to change into dry clothing. The duration of any payment will need to be approved by the person in charge prior to the work occurring. This allowance will not be paid where Group 1 Category A (a) wet places allowance is paid.

148.21 **Wet Weather** - All time lost through wet weather will be paid for provided the employees turn up to work and hold themselves in readiness. The person in charge will decide whether it is or is not too wet to work.

148.22 **Air support respiratory mask** - Any employee required to wear protective clothing and an air support/respirator/mask will be paid an allowance set out below extra.

- 112.46 cph effective from 1 March 2018
- 115.83 cph effective from 1 March 2019
- 119.31 cph effective from 1 March 2020
- 122.89 cph effective from 1 March 2022.

149 Other allowances

Leading hand:

149.1 A leading hand (tradesperson) will be paid in addition to their pay rate as follows:

When in charge of 15 or less employees

- 76.16 cph effective from 1 March 2018
- 78.44 cph effective from 1 March 2019
- 80.80 cph effective from 1 March 2020
- 83.22 cph effective from 1 March 2022.

When in charge of more than 15 employees

- \$1.5042per hour effective from 1 March 2018
- \$1.5493per hour effective from 1 March 2019
- \$1.5958 per hour effective from 1 March 2020
- \$1.6437 per hour effective 1 March 2022.

A non tradesperson leading hand will an allowance as below above the pay rate of the highest paid employee under their charge.

- 44.33 cph effective from 1 March 2018
- 45.66 cph effective from 1 March 2019
- 47.03 cph effective from 1 March 2020
- 48.44 cph effective from 1 March 2022.

149.2 When leading hands are required they will be selected from employees who are eligible for promotion by efficiency and merit.

149.3 Leading hands will be appointed on probation for a period of 3 months. Any leading hand who, at the expiration of that period, has proved unsatisfactory as a leading hand will revert to the employee's former position.

Disturbance allowance

149.4 Employees who have been placed on standby / on-call, or employees who are called by their supervisor, and answer the telephone on authorised work related matters such as determining the extent of a fault and/or to organise work without reporting to the depot, are paid as follows:

149.4.1 For each telephone call received between ceasing time and 10 hours prior to their next rostered shift Monday to Friday, they are paid for the actual time involved at the ordinary rate of 100% provided the telephone call exceeds fifteen minutes. The maximum payment is 2 hours in 24 hours regardless of the number of calls.

149.4.2 If the employee is required to answer the telephone for the above mentioned purposes within 10 hours of their next rostered shift on any night between Monday to Friday and at any time on Saturday or Sunday, they are entitled to a payment of 2 hours (less any payment already made in 149.4.1 above at the ordinary rate of 100% in any given 24 hour period regardless of the number of calls.

149.5 Such telephone calls are not taken into consideration as having interrupted continuous off duty hours for the purposes of calculating ten-hour break provisions.

Plumbers licence allowance

149.6 All employees who are required to hold a Plumbing licence for the performance of their work will be paid a licensing allowance of \$60 per fortnight, payable from

the first fortnightly period following approval of the agreement. This allowance will be paid for all purposes of this agreement.

150 Travel

- 150.1 Employees working from their home station and returning to their home depot outside of rostered hours will have such time paid at penalty rates.
- 150.2 Employees that are engaged to work in a locality that is not their normal home station who are accommodated within a hotel 40km or less from the depot / work site, will be required to commence work at the depot / work site at their designated start time. If accommodation is located further than 40km away from the depot / work site, applicable rates will apply. Where travel is required outside of the normal rostered hours, this travel will be paid at penalty rates, unless by agreement.
- 150.3 When an employee is sent to work away from the employee's home depot the employee will be paid for all travel outside rostered hours at penalty rates. Any required waiting time for transport to / from the employee's home depot will be paid to a maximum of 4 hours. Waiting time outside of rostered hours will be paid at penalty rates. As a minimum employees will be paid their ordinary rostered hours during travel and waiting time.
- 150.4 Travel arrangements will be managed and planned with regard to fatigue management and all reasonable steps will be taken to address any fatigue related issues. Employees will also have responsibility for their actions in regard to managing this issue.

Appendix 1: Rates of pay for ET employees engaged in ET work

PS Group	PS Level	Old Rate – 1 March 2018			1 March 2019			1 March 2020		
		Basic Pay \$	7% APA	Total FN	Base	7% APA	Total FN	Base	7% APA	Total FN
ET1	1	1,877.49	105.32	1,982.81	1,933.81	105.32	2,039.13	1,984.28	105.32	2,089.60
ET1	2	1,924.14	107.94	2,032.08	1,981.86	107.94	2,089.80	2,033.59	107.94	2,141.53
ET1	3	1,989.83	111.62	2,101.45	2,049.52	111.62	2,161.14	2,103.01	111.62	2,214.63
ET1	4	2,089.45	117.21	2,206.66	2,152.13	117.21	2,269.34	2,208.30	117.21	2,325.51
ET1	5	2,172.31	121.86	2,294.17	2,237.48	121.86	2,359.34	2,295.88	121.86	2,417.74

PS Group	PS Level	1 September 2021			1 March 2020		
		Base	7% APA	Total FN	Base	7% APA	Total FN
ET1	1	1,984.28	131.42	2,115.70	2,043.81	131.42	2,175.23
ET1	2	2,033.59	134.68	2,168.27	2,094.60	134.68	2,229.28
ET1	3	2,103.01	139.28	2,242.29	2,166.10	139.28	2,305.38
ET1	4	2,208.30	146.26	2,354.56	2,274.55	146.26	2,420.81
ET1	5	2,295.88	152.06	2,447.94	2,364.76	152.06	2,516.82

Schedule 3 Facilities

Schedule 3: Facilities



		Old Rate – 1 March 2018			1 March 2019			1 March 2020		
PS Group	PS Level	Basic Pay \$	8.5% APA	Total FN	Base	8.5% APA	Total FN	Base	8.5% APA	Total FN
ET2	1	2,214.28	150.83	2,365.11	2,280.71	150.83	2,431.54	2,340.24	150.83	2,491.07
ET2	2	2,320.05	158.03	2,478.08	2,389.65	158.03	2,547.68	2,452.02	158.03	2,610.05
ET2	3	2,428.39	165.41	2,593.80	2,501.24	165.41	2,666.65	2,566.52	165.41	2,731.93
ET2	4	2,536.06	172.75	2,708.81	2,612.14	172.75	2,784.89	2,680.32	172.75	2,853.07
ET3	1	2,643.71	180.08	2,823.79	2,723.02	180.08	2,903.10	2,794.09	180.08	2,974.17
ET3	2	2,752.32	187.48	2,939.80	2,834.89	187.48	3,022.37	2,908.88	187.48	3,096.36
ET3	3	2,860.13	194.82	3,054.95	2,945.93	194.82	3,140.75	3,022.82	194.82	3,217.64
ET3	4	2,914.49	198.52	3,113.01	3,001.92	198.52	3,200.44	3,080.27	198.52	3,278.79
ET4	1	2,967.76	202.15	3,169.91	3,056.79	202.15	3,258.94	3,136.57	202.15	3,338.72
ET4	2	3,118.63	212.43	3,331.06	3,212.19	212.43	3,424.62	3,296.03	212.43	3,508.46
ET4	3	3,294.46	224.41	3,518.87	3,393.29	224.41	3,617.70	3,481.85	224.41	3,706.26
ET4	4	3,401.29	231.68	3,632.97	3,503.33	231.68	3,735.01	3,594.77	231.68	3,826.45
		1 September 2021			1 March 2022					
PS Group	PS Level	Base	8.5% APA	Total FN	Base	8.5% APA	Total FN			
ET2	1	2,340.24	188.21	2,528.45	2,410.45	188.21	2,598.66			
ET2	2	2,452.02	197.20	2,649.22	2,525.58	197.20	2,722.78			
ET2	3	2,566.52	206.41	2,772.93	2,643.52	206.41	2,849.93			
ET2	4	2,680.32	215.56	2,895.88	2,760.73	215.56	2,976.29			
ET3	1	2,794.09	224.71	3,018.80	2,877.91	224.71	3,102.62			
ET3	2	2,908.88	233.94	3,142.82	2,996.15	233.94	3,230.09			
ET3	3	3,022.82	243.11	3,265.93	3,113.50	243.11	3,356.61			
ET3	4	3,080.27	247.73	3,328.00	3,172.68	247.73	3,420.41			
ET4	1	3,136.57	252.25	3,388.82	3,230.67	252.25	3,482.92			

Schedule 3: Facilities



ET4	2	3,296.03	265.08	3,561.11	3,394.91	265.08	3,659.99
ET4	3	3,481.85	280.02	3,761.87	3,586.31	280.02	3,866.33
ET4	4	3,594.77	289.10	3,883.87	3,702.61	289.10	3,991.71

		Old Rate – 1 March 2018			1 March 2019			1 March 2020		
PS Group	PS Level	Basic Pay \$	8.5% APA	Total FN	Base	8.5% APA	Total FN	Base	8.5% APA	Total FN
ET5	1	3,507.69	238.93	3,746.62	3,612.92	238.93	3,851.85	3,707.22	238.93	3,946.15
ET5	2	3,616.18	246.32	3,862.50	3,724.67	246.32	3,970.99	3,821.88	246.32	4,068.20
ET5	3	3,723.54	253.63	3,977.17	3,835.25	253.63	4,088.88	3,935.35	253.63	4,188.98
ET6	1	4,005.23	272.82	4,278.05	4,125.39	272.82	4,398.21	4,233.06	272.82	4,505.88
ET6	2	4,099.34	279.23	4,378.57	4,222.32	279.23	4,501.55	4,332.52	279.23	4,611.75
ET6	3	4,192.06	285.55	4,477.61	4,317.82	285.55	4,603.37	4,430.52	285.55	4,716.07
ET6	4	4,286.06	291.95	4,578.01	4,414.64	291.95	4,706.59	4,529.86	291.95	4,821.81

		1 September 2021			1 March 2022		
PS Group	PS Level	Base	8.5% APA	Total FN	Base	8.5% APA	Total FN
ET5	1	3,707.22	298.15	4,005.37	3,818.44	298.15	4,116.59
ET5	2	3,821.88	307.37	4,129.25	3,936.54	307.37	4,243.91
ET5	3	3,935.35	316.50	4,251.85	4,053.41	316.50	4,369.91
ET6	1	4,233.06	340.44	4,573.50	4,360.05	340.44	4,700.49
ET6	2	4,332.52	348.44	4,680.96	4,462.50	348.44	4,810.94
ET6	3	4,430.52	356.32	4,786.84	4,563.44	356.32	4,919.76
ET6	4	4,529.86	364.31	4,894.17	4,665.76	364.31	5,030.07

Schedule 3 Facilities

SCHEDULE 4: Electrical and Telecommunications

151 Application of this schedule

- 151.1 The Electrical and Telecommunication schedule contains terms and conditions of employment that specifically apply to employees engaged principally in the construction and maintenance of Signalling, Telecommunications and Overhead Traction infrastructure work.
- 151.2 The functions covered by this schedule include, but are not limited to employees engaged as/in;
- 151.2.1 Telecommunications Technicians;
 - 151.2.2 Network Support Technicians (Cable Jointers);
 - 151.2.3 Signal Electricians;
 - 151.2.4 Substation Electricians;
 - 151.2.5 Traction Linespersons;
 - 151.2.6 Mechanical Systems Fitters;
 - 151.2.7 Signalling Construction, Signal Electricians, ~ Employees who plan work (Planners); and
 - 151.2.8 Supervisory staff (Team Leaders and Supervisors) or
 - 151.2.9 Any new position created subsequent to this Agreement being made.
- 151.3 This schedule covers employees employed prior to the commencement of this Agreement who were previously covered under the Trackside Systems Schedule 4 of the Queensland Rail Network Enterprise Agreement 2011 and employees previously covered by clause 98 Engineering and Construction Schedule 1 and Appendix 3 to Schedule 1: Signal And Overhead Construction (ET Stream) Entitlements of the Queensland Rail Network Enterprise Agreement 2011.
- 151.4 The main body of this agreement provides for the employees general terms and conditions of employment that are not provided for in this schedule (e.g. core hours arrangements, health and safety matters, leave entitlements, consultation processes etc.).

- 151.5 Where the provisions of this schedule create an inconsistent application with the general provisions of this agreement, the provisions of this schedule will prevail to the extent of any inconsistency created between the two.

152 Productivity and retention payments

- 152.1 Employees up to and including ET 4 will continue to be paid 2.5% (Reform / Productivity) and 6% (Operational Skills Payment) allowance. This allowance is paid for all purposes.
- 152.2 Previous Bonus payments – an additional 1.6% will be paid as a replacement for the bonus payments applicable under the previous Tracksides Systems Union Collective Workplace Agreement 2009 at clause 25. This additional 1.6% was paid from 1 July 2011.

The increase to the All Purpose Allowance continues to recognise payment to employees (both new and existing) for obtaining and utilising qualifications and operator competencies (Blue Ticket and associated licenses) for on track machinery (for example but not restricted to, Elevated Work Platform). This payment excludes operating off track equipment that is included in current competencies (for example but not restricted to, Cherry Pickers).

- 152.3 EIT ET employees not performing ET duties and ET employees performing 'Administration' functions will not receive these payments.

153 Regional payment

- 153.1 The parties have agreed that a regional payment will be made to all regionally based employees whose position is as follows:
- a) Signal Electrician;
 - b) Traction Linesperson;
 - c) Sub-Station Electrician;
 - d) Senior Traction Linespersons;
 - e) Co-ordinator Traction Power;
 - f) Signalling Systems Officer; or
 - g) Co-ordinator Wayside Systems.
- 153.2 For the purpose of this clause, "regionally based" will be defined as: employees whose home depot is outside of the geographical region bounded by Gympie North; Rosewood; Gold Coast; and Cleveland.
- 153.3 The regional payment will involve the payment of \$288.46 per fortnight, payable the first fortnightly pay period following 1 March 2019.

153.4 In order to qualify for the regional payment, an employee must be placed for at least 75% of each pay fortnight period in a regionally based position outlined in clause 153.1. Paid leave will form part of the 75% placement requirement of this clause.”

154 SEQ Protection Officer Working Arrangements

154.1 Clause 154 applies to employees working in South East Queensland - whose home depot is inside of the geographical region bounded by Gympie North; Rosewood; Gold Coast; and Cleveland.

154.2 Protection Officer competencies:

- a) The PO1/PO2 training structure will be reviewed to allow training and subsequent competencies to be tailored to the activities that is undertaken by the person.
- b) QR will engage with union representatives on the roll out of the new Track Access System.
- c) Electrical workers will do safeworking duties.

154.3 The parties agree that there will be 14 extra PO qualified full time equivalent (FTE) positions required to fulfil the below commitments. The primary responsibility of these positions will be to perform PO duties for the SEQ Signal, Traction and associated electrical staff teams. The parties acknowledge that any additional requirements for PO qualified staff will come from other PO qualified staff.

154.3.1 The business will assign a relevant PO qualified employee to form three person teams at nine response nodes in the AM and PM peaks. It is expected that signal electricians, if circumstance require it, will do track access/safe working duties.

154.3.2 A non-traction resource will be put into the makeup of the traction teams in SEQ. PO duties will generally be performed by this role. It is not intended that the Linesperson will typically do “team” track access duties, but in extreme circumstances may be required to do safeworking duties. Any safeworking duties will only be in situations where the allocated PO qualified employee cannot leave the site to attend the situations below. Should the PO not be allowed to attend the below situations with the Lineworker crew then the reasons must be provided verbally at the time. The situations relate to:

154.3.2.1 Emergency access:

- i. Object to remove from overhead
- ii. Urgent access in life threatening situations procedures (MD-11-33 High Voltage (HV) Electric Traction Infrastructure Emergency Modules EEP1-04. Specifically, 2.5.4 Action of the Nominated Person at emergency site; and/or where the ECO drops the breakers and the linesperson would apply local earths.
- iii. Dewirements until RoRu arrive.
- iv. Undertaking walkout inspections for (single/double trip) inspection with the potential for dewirement.

154.3.2.2 ASB or equivalent, for self-protection, when installing earths.

154.3.2.3 Workgroup delineation boards (to replace current "witches hats")

155 Transfers

155.1 By agreement between an employee or group of employees and the company, an employee/s can be transferred or swapped to positions of a similar or like increment of the classification structure without the requirement for either or any of the positions to be advertised internally or externally.

156 Competency acquisition

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

157 Classification request and review

157.1 An employee can request to have 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's representative, if so requested by the employee concerned can participate in consultation with the review panel and consistent with the disputes procedure.

157.2 As far as practicable, the ratio of classified relieving employees required in relation to the relevant permanent positions will be determined in consultation with the parties.

158 Training - probationary lines employees

158.1 Labourers may be employed in gangs and will be classed as probationary lines employees. The ratio of lines employees in training to classified lines employees will be as follows:

	Lines employee	Probationary
1 probationer in a gang of 4	3	1
1 probationer in a gang of 5	4	1
2 probationers in a gang of 6	4	2
2 probationers in a gang of 7	5	2
2 probationers in a gang of 8	6	2
3 probationers in a gang of 9	6	3
3 probationers in a gang of 10	7	3
3 probationers in a gang of 11	8	3
4 probationers in a gang of 12	8	4

158.2 In each case the lines employee in charge is to be included in these totals.

158.3 The probationary lines employee may be employed on any or all of the work of lines employee with the object of training them as lines employee. If qualified for the position of lines employee at the end of 3 years they will be classed as such.

159 Disability allowances

Allowance Increases

159.1 The allowances listed in this clause will increase as follows:

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

Principles

159.2 Payment for allowances will be in accordance with the following principles:

- 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).
- 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.
- Should 2 allowance entitlements in the one group be applicable at the one time for which different rates are payable, payment will be for the allowance at the higher rate

of the 2.

- Should 2 allowance entitlements in the one group be applicable at the one time for which the same rate is payable, then payment would only be made for the one allowance per group at any one time.

Group 1 - An allowance as set out below will be paid for the following:

- 68.79 cph effective from 1 March 2018
- 70.85 cph effective from 1 March 2019
- 72.98 cph effective from 1 March 2020
- 75.17 cph effective 1 March 2022.

159.3 **Wet places** - Employees working in wet places will be paid this allowance in addition to such employee's ordinary rates.

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

159.4 **Narrow excavations** - An employee who is employed on infrastructure work necessitating working in narrow excavations where the depth exceeds 914 mm which require the employee to work in cramped conditions with no circulating ventilation.

159.5 **Grinding in enclosed situations** - Any employee operating a pneumatic grinder or engaged in peening or chipping inside water tanks and fuel tanks and scraping down or peening or chipping the inside of engine tenders.

159.6 **Height** - Any employee required to perform work at a height of at least 15.25 metres above the ground or low water level, or nearest horizontal plane.

Group 2 - An allowance as outlined below will be paid for the following:

159.7 **Herbicide** - Employees operating weed spraying equipment will be paid an allowance as set out below when mixing and spraying herbicide.

- 51.51 cph effective from 1 March 2018
- 53.06 cph effective from 1 March 2019
- 54.65 cph effective from 1 March 2020
- 56.29 cph effective from 1 March 2022.

Group 3 - An allowance as outlined below will be paid for the following:

159.8 Asbestos work - All aspects of asbestos work will meet as a minimum standard with the National Occupation Health and Safety Commission Codes as amended from time to time.

Employees required to use materials containing asbestos will be provided with and will use all necessary safeguards as required by the appropriate occupational health authorities.

Where such safeguards include the mandatory wearing of protective equipment (i.e. combination overalls and respiratory protection equipment or similar apparatus) such employees will be an allowance as below whilst so engaged.

- 88.92 cph effective from 1 March 2018
- 91.59 cph effective from 1 March 2019
- 94.34 cph effective from 1 March 2020
- 97.17 cph effective from 1 March 2022.

Other allowances

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

159.10 **Wet weather** - All time lost through wet weather will be paid for provided the employees turn up to work and hold themselves in readiness. The supervisor or employee placed in charge will decide whether it is or is not too wet to work.

In any situation where employees are exposed to rain to the extent that their clothing becomes saturated with water, an additional 100% will be paid until the employee finishes work or is able to change into dry clothing. When this allowance is paid, the allowances in Clause 159.11 (Working in the Rain) and 159.12 (Wet conditions) will not be payable.

159.11 **Working in the rain** - This clause does not apply to Signal and Overhead Construction employees (ET Stream staff). When employees are directed to work in the rain they will be paid an additional 100% for the time worked and until there is an opportunity to change into dry clothes or the clothes worn become dry provided this time period is agreed with the relevant supervisor at such time. When this allowance is paid, the allowances in Clause 159.10 (Wet Weather) and 159.12 (Wet Conditions) will not be payable.

159.12 **Wet conditions** - When employees are required to work in places that cause their clothing to become saturated with water, an extra 100% will be paid until the employee finishes work or is able to change into dry clothing. When this allowance is paid, the allowances in Clauses 159.10 (Wet Weather) and 159.11 (Working in the Rain) will not be payable.

159.13 **Redlynch and Kuranda length** - Any employee on infrastructure work, whilst actually working on any section between Redlynch and Kuranda will an allowance as follows:

- 67.38 cph effective from 1 March 2018
- 69.40 cph effective from 1 March 2019
- 71.48 cph effective from 1 March 2020
- 73.63 cph effective from 1 March 2022.

159.14 **Acid** - An allowance as set out below will be paid to the employees for the whole of the shift while handling acids in the occupations of electroplating, electropolishing, acid cleaning in the brass and coppersmith's shops and cleaning articles in an acid bath; also to employees engaged in the maintenance of storage batteries, battery boxes, vehicles carrying storage batteries or engaged in overhauling and repairing same while handling acids and while recharging batteries containing solutions of soda.

- 59.84 cph effective from 1 March 2018
- 61.64 cph effective from 1 March 2019
- 63.48 cph effective from 1 March 2020
- 65.39 cph effective from 1 March 2022.

160 Relieving in other positions

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

160.2 Any time worked at a higher classification level will contribute to incremental progression at the substantive level subject to clause 41 (Higher Grade).

160.3 Any time worked at a higher classification level will contribute to incremental progression at that higher level subject to clause 41 (Higher Grade).

160.4 Incremental movement granted during relief will be acknowledged if appointed permanently to that level.

- 160.5 Sub-clauses 2, 3 and 4 of this clause do not apply to employees at ET Levels 1, 2 and 3.

Working hours arrangements

161 Change of rostered shift

- 161.1 The parties recognise the need for the company to roster employees with appropriate flexibility without losing sight of the importance for employees to have predictable work hours and meaningful periods of leisure time. In this regard the parties agree to the following principles for change of roster situations:
- 161.1.1 These provisions will not be used in lieu of cases where call-out provisions apply.
 - 161.1.2 Changes will only occur in relation to the starting time of a rostered ordinary shift.
 - 161.1.3 Changes will only be made on occasions where unforeseen circumstances arise, e.g. change in maintenance programs, employees going off on leave for own illness / injury.
- 161.2 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 established roster to reflect the needs of the business.

162 Weekly rosters

- 162.1 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.

163 Report for duty as rostered

- 163.1 If an 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.

164 Rostered day off

- 164.1 Every employee will be rostered off duty at least one day in each week.

- 164.2 There will be posted at all sign-on points by noon on Friday a sheet listing the rostered day off of each employee for the following week. Except employees whose regular normal working hours are worked between Monday and Friday of each week, they will have Saturday regarded as the rostered day off and notification of this will be deemed to be posted each Friday of the preceding week.

165 Call outs

- 165.1 If an employee is called out at any time and attends for work then the employee will be paid a minimum payment of 4 hours at ordinary rate plus the penalty payment applicable to the particular day for each hour (defined as any part of an hour) actually worked. All overtime and call outs for time actually worked on the same day, or between an employee's ordinary hours shifts (not including where shifts are broken by days not rostered), will be cumulative for the purposes of calculating the penalty.
- 165.2 Employees who are called out will also receive the standby payments as set out in clause 89 (Standby Arrangements).

166 Booking off

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

167 Meal breaks during overtime

Overtime shifts

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

Overtime after a shift

- 167.2 Employees who are required to continue work after their usual finishing time will be entitled to a 30 minute paid break after 2 hours, or after one hour if overtime continues beyond 1800 hours.
- 167.3 After each further period of 4 hours the employee will be allowed 45 minutes for a paid break.

168 10 hour break

- 168.1 An employee who works so much overtime between the end of their ordinary work on one day and the start of their 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 such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary time occurring during such absence.
- 168.2 The 10 hour fatigue break will be broken where a call out to attend for duty at the workplace (i.e. does not include telephone calls) occurs before 0400 hrs.
- 168.3 If on the instructions of the employer 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 such period and the employee will then be entitled to be absent until that employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 168.4 The 10 hours may be substituted by 8 hours:
- for the purpose of changing shift rosters or
 - where a shift is worked by arrangement between the employees themselves.
- 168.5 Consecutive days off or public holiday - An employee who works so much overtime that they have not had at least 10 consecutive hours off duty during the 15 hours immediately before their ordinary starting time the day following 2 consecutive days off or an observed public holiday, will be released after the completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary time occurring during such absence.

169 Overtime matters

Limit of Overtime

- 169.1 No employee will be required to work more than 12 hours overtime in any one week, urgent repairs and breakdown jobs excepted. For urgent repairs or breakdown jobs, where an excess of 12 hours overtime in any one week is worked, overtime at double the ordinary rate will be paid for such excess.

Systematic Overtime

169.2 Systematic overtime will not be worked. It will be considered such when the maximum overtime as stated in clause 169.1 (Limit of Overtime) has been worked for 3 consecutive weeks. This clause will not apply when extra labour is not available.

170 Shift hand over

170.1 Where 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.

171 Broken time

171.1 All employees working irregular or broken time will be paid ordinary rates for work done during the spread of hours and ordinary overtime rates for work done outside those hours. Travelling time and fares will be allowed for the interim journey.

Travel and working away from home

172 Global positioning system

172.1 The parties agree to the concept of GPS systems operated by employees and acknowledge that any GPS system allows for deviations from point-to-point travel and the ability for employees to turn off the system.

173 Start and finish at job sites

173.1 Employees who have Company provided transport and all of the necessary items for the performance of their day's duties will, if there is a business requirement, start the day's work at the job site rather than attend the depot. Such employees will not be required to start any earlier to attend job sites than they would have been required to attend if they had started at the depot.

174 Travelling time

174.1 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.

- 174.2 Travelling time performed on Saturday, Sunday and on public holidays will be paid for at the rate applicable to such days.
- 174.3 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 whilst 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 such duty paid for at overtime rates.
- 174.4 In accordance with this clause all Linespersons will be entitled to claim all travel outside the spread of hours at overtime rates.

175 Depot amalgamation

- 175.1 The parties are committed to the progressive rationalisation of depots. No forced relocations will apply.

Appendix 1: Wage rates

Rates of pay for ET employees engaged in ET work are as follows:

PS Group	PS Level	Old Rate – 1 March 2018				1 March 2019				1 March 2020			
		4.10%	6%	FN	Total \$	3.00%	4.10%	6%	Total \$	3.00%	4.10%	6%	Total \$
		Basic Pay \$	Reform / Productivity	TS Operational Skill	Total \$	Basic Pay \$	Reform / Productivity	TS Operational Skill	Total \$	Basic Pay \$	Reform / Productivity	TS Operational Skill	Total \$
ET1	1	1877.49	76.97	112.65	2067.11	1,933.81	79.28	116.03	2,129.12	1,991.82	81.66	119.51	2,192.99
ET1	2	1924.14	78.88	115.45	2118.47	1,981.86	81.25	118.91	2,182.02	2,041.32	83.69	122.48	2,247.49
ET1	3	1989.83	81.58	119.39	2190.81	2,049.52	84.03	122.97	2,256.52	2,111.01	86.55	126.66	2,324.22
ET1	4	2089.45	85.66	125.37	2300.47	2,152.13	88.23	129.13	2,369.49	2,216.69	90.88	133.00	2,440.57
ET1	5	2172.31	89.06	130.33	2391.70	2,237.48	91.73	134.24	2,463.45	2,304.60	94.48	138.27	2,537.35
ET2	1	2214.28	90.78	132.85	2437.92	2,280.71	93.50	136.84	2,511.05	2,349.13	96.31	140.95	2,586.39
ET2	2	2320.05	95.12	139.20	2554.37	2,389.65	97.97	143.38	2,631.00	2,461.34	100.91	147.68	2,709.93
ET2	3	2428.39	99.56	145.70	2673.65	2,501.24	102.55	150.07	2,753.86	2,576.28	105.63	154.57	2,836.48
ET2	4	2536.06	103.97	152.17	2792.20	2,612.14	107.09	156.74	2,875.97	2,690.50	110.30	161.44	2,962.24
ET3	1	2643.71	108.39	158.62	2910.72	2,723.02	111.64	163.38	2,998.04	2,804.71	114.99	168.28	3,087.98
ET3	2	2752.32	112.85	165.13	3030.30	2,834.89	116.24	170.08	3,121.21	2,919.94	119.73	175.18	3,214.85
ET3	3	2860.13	117.27	171.60	3149.00	2,945.93	120.79	176.75	3,243.47	3,034.31	124.41	182.05	3,340.77
ET4	1	2967.76	121.68	178.07	3267.51	3,056.79	125.33	183.41	3,365.53	3,148.49	129.09	188.91	3,466.49
ET4	2	3118.63	127.87	187.12	3433.62	3,212.19	131.71	192.73	3,536.63	3,308.56	135.66	198.51	3,642.73
ET4	3	3294.46	135.07	197.67	3627.21	3,393.29	139.12	203.60	3,736.01	3,495.09	143.29	209.71	3,848.09
			1.6%				1.60%				1.60%		

Schedule 4: Electrical and Telecommunications



			APA				APA				APA		
ET5	1	3507.69	56.12	0	3563.81	3,612.92	57.80	0	3,670.72	3,721.31	59.53	0	3,780.84
ET5	2	3616.18	57.86	0	3674.04	3,724.67	59.60	0	3,784.27	3,836.41	61.39	0	3,897.80
ET5	3	3723.54	59.58	0	3783.12	3,835.25	61.37	0	3,896.62	3,950.31	63.21	0	4,013.52
ET6	1	4005.23	64.09	0	4069.32	4,125.39	66.01	0	4,191.40	4,249.15	67.99	0	4,317.14
ET6	2	4099.34	65.60	0	4164.94	4,222.32	67.57	0	4,289.89	4,348.99	69.60	0	4,418.59
ET6	3	4192.06	67.07	0	4259.13	4,317.82	69.08	0	4,386.90	4,447.35	71.15	0	4,518.50
ET6	4	4286.06	68.58	0	4354.64	4,414.64	70.64	0	4,485.28	4,547.08	72.76	0	4,619.84
ET7	1	4483.93	71.74	0	4555.67	4,618.45	73.89	0	4,692.34	4,757.00	76.11	0	4,833.11
ET7	2	4592.00	73.47	0	4665.47	4,729.76	75.67	0	4,805.43	4,871.65	77.94	0	4,949.59
ET7	3	4700.49	75.20	0	4775.69	4,841.50	77.46	0	4,918.96	4,986.75	79.78	0	5,066.53
ET7	4	4808.97	76.94	0	4885.91	4,953.24	79.25	0	5,032.49	5,101.84	81.63	0	5,183.47

1 March 2022			
3.00%	4.10%	6%	

PS Group	PS Level	Basic Pay \$	Reform / Productivity	TS Operational Skill	Total \$
ET1	1	2,051.57	84.11	123.10	2,258.78
ET1	2	2,102.56	86.20	126.15	2,314.91
ET1	3	2,174.34	89.15	130.46	2,393.95
ET1	4	2,283.19	93.61	136.99	2,513.79
ET1	5	2,373.74	97.31	142.42	2,613.47
ET2	1	2,419.60	99.20	145.18	2,663.98
ET2	2	2,535.18	103.94	152.11	2,791.23
ET2	3	2,653.57	108.80	159.21	2,921.58

Schedule 4: Electrical and Telecommunications



ET2	4	2,771.22	113.61	166.28	3,051.11
ET3	1	2,888.85	118.44	173.33	3,180.62
ET3	2	3,007.54	123.32	180.44	3,311.30
ET3	3	3,125.34	128.14	187.51	3,440.99
ET4	1	3,242.94	132.96	194.58	3,570.48
ET4	2	3,407.82	139.73	204.47	3,752.02
ET4	3	3,599.94	147.59	216.00	3,963.53
			1.60% APA		
ET5	1	3,832.95	61.32	0	3,894.27
ET5	2	3,951.50	63.23	0	4,014.73
ET5	3	4,068.82	65.11	0	4,133.93
ET6	1	4,376.62	70.03	0	4,446.65
ET6	2	4,479.46	71.69	0	4,551.15
ET6	3	4,580.77	73.28	0	4,654.05
ET6	4	4,683.49	74.94	0	4,758.43
ET7	1	4,899.71	78.39	0	4,978.10
ET7	2	5,017.80	80.28	0	5,098.08
ET7	3	5,136.35	82.17	0	5,218.52
ET7	4	5,254.90	84.08	0	5,338.98

Appendix 2: “Albion” Overhead Traction

176 Application

- 176.1 This appendix will apply to Traction Power Maintenance Linespersons who would have historically been engaged and based as part of the Albion Depot Traction team. As such, this schedule does not apply to Traction Power Maintenance Linespersons at Yandina depot and Traction Access and Renewals Linespersons.
- 176.2 Should any inconsistencies arise between this appendix and any other Clause within the Electrical and Telecommunications schedule and this Agreement, this Appendix will prevail.

Rosters

- 176.3 Fortnightly pays to employees covered by this appendix will be averaged over the term of the roster cycle to enable minimum fluctuation of pay amounts except as provided by this clause.
- 176.4 Employees will be paid for roster cycle hours as follows:

Payment rate	How paid
An aggregated hourly rate will apply to:	<ul style="list-style-type: none"> • Rostered Hours • Annual Leave • Long Service Leave • Workers compensation • Bereavement leave
The employee base classification rate will apply to:	<ul style="list-style-type: none"> • Time worked in excess of ordinary hours at appropriate penalty rates • Personal / Carer's leave • All other paid leave not referred to in this table

- 176.5 Stand by allowance is not included in the aggregate wage and will be paid in accordance with this agreement.
- 176.6 An incentive payment of \$50.00 for each full day of annual leave taken when rostered on day shifts will be paid to employees covered by this appendix.

SCHEDULE 5 - Electric Control Operators

177 Application of this schedule

177.1 The Electric Control Operator (ECO) schedule contains terms and conditions of employment that specifically apply to employees engaged principally in managing the overhead electrical traction network irrespective of the function, group section or unit within the Business.

177.2 The functions of the Business covered by this Part include, but are not limited to:

177.2.1 Engineering Trades employees managing the overhead electric traction; and

177.2.2 Any new position created subsequent to this agreement being made.

177.3 This schedule covers employees employed prior to this commencement of this Agreement who were previously covered under the Electric Control Operator Schedule 5 of the Queensland Rail Network Enterprise Agreement 2011. The main body of this agreement provides for the employees general terms and conditions of employment that are not provided for in this schedule (e.g. core hours arrangements, health and safety matters, leave entitlements, consultation processes etc.).

177.4 Where the provisions of this schedule create an inconsistent application with the general provisions of this agreement, the provisions of this schedule will prevail to the extent of any inconsistency created between the two.

178 Loss of permit, licence or qualification

178.1 The parties agree that in the event an employee loses their permit, license or qualification and as a result is unable to carry out the majority of their normal duties, the following will apply:

Step 1:

Assessment made as to whether the employee can do the majority of their current role.

Step 2:

If the employee can do the majority of their current tasks they remain at the current pay rate, excluding any specific progression clauses.

Step 3:

If the employee cannot do the majority of their current tasks, then assessment will be made as to whether there is a suitable role and the current classification. If so the person will be temporarily appointed to that position.

Step 4:

Assessment will be made as to whether there is a suitable role at a lower classification. If so the person will be temporarily appointed to that position until the employee can successfully regain the necessary accreditation, licence or qualification.

178.2 Alternatively, the person can take paid leave if such leave has been accrued.

178.3 In circumstances where the loss of the permit, licence or qualification is:

- Permanent or
- Likely to extend beyond 6 months or
- There are no suitable positions to which the employee can be temporarily placed the employer and the employee (and if requested by the employee an employee representative) will discuss alternative permanent employment within the company.

178.4 The above clause will not apply where the licensor or the company fails in their obligation to provide, or apply continuity, of a license, permit or qualification.

179 All purpose allowance

179.1 Employees will continue to receive the 6% (Reform / Productivity) and 11% (ECO Skills) allowances. These allowances are for all purposes.

179.2 EIT ET employees not performing ET duties and ET employees performing 'Administration' functions will not be paid the 6% (Reform / Productivity) and 11% (ECO Skills) allowances.

Working hours arrangements

The following work arrangements and all work practices will be managed and planned with regard to fatigue management.

180 Ordinary hours

180.1 The hours of work for permanent employees will be 38 hours per week averaged over the work cycle.

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

180.3 Ordinary hours may be worked in shifts of up to 10 hours without attracting overtime penalties. Ordinary hours may be worked in shifts of up to 12 hours by agreement.

181 Roster construction

181.1 The roster arrangements for 8 hour shifts includes one 8 hour shift to be paid at double time in each 4 weekly cycle. This enables a 38 hour week to be worked on a 40 hour per week roster.

181.2 The roster arrangements for 12 hour shifts include 32 hours to be paid at double time in each 8 week roster cycle. This enables a 38 hour week to be worked on a 42 hour per week roster.

182 Leisure days off accrual

182.1 Where the arrangement of ordinary hours work provides for a leisure day off, the employer and the majority of employees concerned may agree to accrue up to a maximum of 5 leisure days off. Where 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.

183 Spread of hours

183.1 The spread of hours within which the ordinary hours are to be worked will be 0730 to 1615 hours

183.2 All work outside of the spread of ordinary hours on Monday to Friday will be paid at an additional 25%.

183.3 By agreement between an employee or group of employees and the Company, the spread of hours may be amended. In such cases the above penalty payments will not apply.

184 Overtime

184.1 Overtime will be calculated on a daily basis.

184.2 Overtime will be paid at the rate of double time.

184.3 Employees who are paid at a rate higher ET5.3 are exempt from the overtime provisions of this schedule, except where otherwise expressly authorised by the Company to be paid overtime.

- 184.4 Employees who are paid at a rate higher ET5.3, who are expressly authorised by the Company to be paid overtime, will be paid overtime at the rate of pay of the position in which they worked overtime.

185 Weekend penalty rates

- 185.1 All ordinary hours worked on a Saturday will be paid an additional 50% penalty payment
- 185.2 All ordinary hours worked on a Sunday will attract an additional 100% penalty payment.

186 10 hour break between shifts

- 186.1 Except where provided for in this schedule, an employee is required to have 10 consecutive hours break between the termination of their work on one day and the start of the employee's work on the next day without loss of pay for ordinary time occurring during such break.
- 186.2 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 184 (Overtime) until the employee is released from duty for 10 consecutive hours off duty.
- 186.3 The 10 hours may be substituted by 8 hours:
- 186.3.1 for the purpose of changing shift rosters or
 - 186.3.2 where a shift is worked by arrangement between the employees themselves.

187 Shift brought forward at short notice

- 187.1 Where the employee is not on call the employer will provide employees with at least 24 hours notice or before the end of the previous shift, of a change to the employees next day's rostered working, bringing the starting time forward to an earlier hour, without attracting overtime penalties.
- 187.2 Where notice has been given after the end of the previous shift and the notice is within 24 hours of the intended new shift starting time, the following method of payment will apply:
- 187.2.1 all time worked outside of the previous rostered hours will attract overtime penalty in accordance with Clause 184 (Overtime).

187.2.2 employees will be entitled to passive payment at ordinary rates for all previously rostered hours not worked in the changed shift.

187.2.3 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.

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

188 Shift arrangements

188.1 Employees covered by this agreement may be required to perform shift work due to requirements of the business. Where possible this will be by agreement and prolonged shifts will rotate on a weekly basis.

188.2 The ordinary working hours of shift workers will not exceed that prescribed in Clause 180 (Ordinary Hours) to be worked according to a roster.

189 Broken shift penalty payments

189.1 Broken shift occurs when a weekly roster includes a mixture of rostered day shifts and either afternoon or night shifts. Broken shift also occurs when an afternoon or night shift does not continue for at least 5 successive afternoon or night shifts in a week. When broken shifts occur, employees eligible for broken shift penalty payments will be paid such shifts at overtime rates for those shift hours which fall outside the spread of hours.

189.2 Overtime will not apply in the case of:

189.2.1 A public holiday where the employee is off duty;

189.2.2 The employee being absent from work due to illness, leave, or for training purposes

189.2.3 The roster not providing for 5 ordinary shifts for the week due to the averaging of ordinary hours of work over an agreed work cycle of more than one week, resulting in 1 or more leisure days off occurring during one of the weeks in the work cycle.

189.3 Broken shift penalty payments will not apply to permanent ECO performing their permanent roster.

189.4 Broken shift allowance will only apply:

189.4.1 if the employee has their roster changed without seven days notice.

189.4.2 if a relief employee does not operate on an the existing roster (applicable at the location) for a continuous period greater than 5 normal shifts on the roster. If relief people work 5 or less shifts, even if these shifts are part of the normal roster, broken shift allowance will be paid.

189.5 Broken shift payments for employees who work 5 or more shifts are absorbed into the employees base salary and are not payable.

190 Shift hand over time

190.1 Employees will ensure 30 minutes hand over time between shifts occurs according to one of the following:

- 30 minutes before the start of a shift, or
- 30 minutes at the end of a shift, or
- 15 minutes before the start of a shift, and 15 minutes after the start of a shift.

190.2 Hand over time will be paid at overtime penalty rates.

191 Meal breaks during overtime

Where overtime occurs after usual ceasing time

191.1 Employees who are required to continue work after their usual ceasing time will be entitled to a 30 minute paid meal break after 2 hours, or after 1 hour if overtime continues beyond 1800 hours.

191.2 After each further period of 4 hours the employee will be allowed a 45 minute paid meal break.

On an overtime shift

191.3 Employees will be provided with a paid meal break of 20 minutes for each period of 4 hours on duty.

192 Travelling time

192.1 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.

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

- 192.3 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 whilst 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 such duty paid for at overtime rates.

193 Switching sheets

- 193.1 The parties accept that ECOs need to develop switching sheets after having been trained by the Company and after having established safe systems for the work. A 'switching sheet' is a document which has a unique identifying number and lists operations for switching in a step-by-step process.

194 Safety critical role

- 194.1 The parties acknowledge the safety critical role of the ECOs and the need to ensure that there is an ECO on duty at all times (except where there is an issue where an ECO's physical health and / or safety would be threatened if they continued to work).

Appendix 1: Rates of pay

Rates of pay for this agreement are as follows:

		Old Rate – 1 March 2018				1 March 2019				1 March 2020			
		6%	11%	FN	3.00%	6%	11%	FN	3.00%	6%	11%	FN	
PS Group	PS Level	Basic Pay	Reform / Productivity	TS ECO Skills	Total \$	Basic Pay	Reform / Productivity	TS ECO Skills	Total \$	Basic Pay	Reform / Productivity	TS ECO Skills	Total \$
ET4 ECOE	1	2967.76	178.07	326.45	3472.28	3,056.79	183.41	336.24	3,576.44	3,148.49	188.91	346.33	3,683.73
ET4 ECOE	2	3118.63	187.12	343.04	3648.79	3,212.19	192.73	353.33	3,758.25	3,308.56	198.51	363.93	3,871.00
ET4 ECOE	3	3294.46	197.67	362.39	3854.53	3,393.29	203.60	373.26	3,970.15	3,495.09	209.71	384.46	4,089.26

		1 March 2022			
		3.00%	6%	11%	FN
PS Group	PS Level	Basic Pay	Reform / Productivity	TS ECO Skills	Total \$
ET4 ECOE	1	3,242.94	194.58	356.72	3,794.24
ET4 ECOE	2	3,407.82	204.47	374.85	3,987.14
ET4 ECOE	3	3,599.94	216.00	395.99	4,211.93

SCHEDULE 6 – Glossary of terms

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

Term/ Abbreviation	Meaning
Albion Overhead Aggregated Hourly rate	Albion Overhead Traction "Aggregated hourly rate" means the calculation of all applicable penalties and allowances combined with the employees base rate of pay across the work cycle and evenly divided to be paid fortnightly as set out in Appendix 2 to schedule 4.
All purpose allowance	Means an allowance that is included in the base rate of pay for the calculation of all entitlements under this agreement.
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
Block Working	Means 76 ordinary hours worked over consecutive shifts to maximise the number of days off within a fortnightly pay period
CI	means Civil Infrastructure
Business	Means Queensland Rail Transit Authority
WDO	Workforce Development Officer
Employee in transition	Means an employee whose position has been designated surplus to requirements.
Construction	Previously known as Infrastructure Projects
Fixed night shift	means where the night shift/s is rostered as part of a planned pattern of routine work for a work group and is repeated in roster cycles. E.g. roster of 2 weeks of day shifts and 2 weeks of night shifts repeated. It is not an ad hoc arrangement where night shift is included in a roster from time to time to meet changed business needs.
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.
Immediate family	Means: 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. In the case of bereavement leave only, 'immediate family' also includes an employee's step-parent, step-sibling or half-sibling.
NES	Means the National Employment Standards contained in the Fair Work Act (2009).

Term/ Abbreviation	Meaning
Ordinary hours	means the minimum number of hours an employee must work on average each week. Ordinary hours do not include overtime.
Parties	Means (collectively) the company, the relevant employees covered by the agreement and the relevant union/s covered by this agreement.
Permanent employee	Means a full time and/or a part time employee with ongoing employment and does not include fixed term or casual employees.
Pro rata	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.
Quarterly business consultative forum	Means a forum between senior management from the Company and senior union officials to have Company wide discussions on a quarterly basis.
Relocation	Means a situation where an employee is required to move from one centre to another which means the employee needs to move their principal place of residence.
Secondary caregiver	Means a person who assumes the secondary role of providing care and attention to a child.
Signal and Overhead Construction (ET stream staff)	Previously referred to as Infrastructure Project Trackside Systems in 2009. Previously referred to as Signal and Overhead Construction, Appendix 3 to Schedule 1 of the Queensland Rail Network Enterprise Agreement 2011.
Shift worker	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.

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) and by
its duly appointed representative


.....
Representative Signature

OWEN DOOLAN
BRANCH SECRETARY
.....
Name, Title of Representative (print)

Floor 1, 457 Upper Edward Street

Brisbane, QLD 4000
Address

Signed on behalf of Union (Automotive, Food,
Metals, Engineering, Printing and Kindred
Industries Union) and by its duly appointed
representative


.....
Representative Signature

Brian Devlin Asst. State Secretary
AMWU
.....
Name, Title of Representative (print)

366 Upper Roma Street


Brisbane, QLD 4000
Address


.....
Witness Signature

Rebecca Munn
.....
Name, Title of Witness (print)

GE
P&C

26.8.2020
.....
Date


.....
Witness Signature

Sebastian Harris
Senior Employee Relations Advisor
.....
Name, Title of Witness (print)

26-8-20
.....
Date


.....
Witness Signature

Ricky Luke
State Organiser
AMWU
.....
Name, Title of Witness (print)

27.8.2020
.....
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

Neil McKenna - Deputy Secretary

Name, Title of Representative (print)

41 Peel Street

South Brisbane, QLD 4101
Address

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



Representative Signature

NEIL HENDERSON SECRETARY

Name, Title of Representative (print)

Ground Floor, 32 Peel Street

South Brisbane, QLD 4101
Address

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



Representative Signature

Michael WICIK Assistant State Secretary

Name, Title of Representative (print)



Witness Signature

Sebastian Harris
Senior Employee Relations Advisor

Name, Title of Witness (print)

27/8/20

Date



Witness Signature

DANIEL REEVES HEAD ORGANISER

Name, Title of Witness (print)

27/8/2020

Date



Witness Signature

Sebastian Harris, Senior Employee Relations Advisor

Name, Title of Witness (print)

41 Peel Street

South Brisbane, QLD 4101
Address

26-8-20

.....
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

And

Automotive, Food, Metals, Engineering, Printed and Kindred Industries Union

And

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Plumbing Division, Queensland Divisional Branch

**AG2020/2558 APPLICATION FOR THE APPROVAL OF THE
QUEENSLAND RAIL NETWORK 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 Network Enterprise Agreement (“the Agreement”).

NATIONAL EMPLOYMENT STANDARDS

Annual Leave

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

Personal Leave

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

Household Member

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

"Any household member that lives with the employee".

Family and Domestic Violence

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

Public Holidays

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

Shiftworkers

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

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

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

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