



DECISION

Fair Work Act 2009

s.269 - Intractable bargaining workplace determination

Australian Rail, Tram and Bus Industry Union
(B2024/441)

QUBE LOGISTICS (RAIL) TRAIN CREW NSW WORKPLACE DETERMINATION 2025

Rail industry

DEPUTY PRESIDENT WRIGHT
COMMISSIONER P RYAN
COMMISSIONER WALKADEN

SYDNEY, 10 JULY 2025

Intractable bargaining workplace determination

Introduction and outcome

[1] On 12 April 2024, the Australian Rail, Tram and Bus Industry Union (RTBU) made an application for an intractable bargaining declaration pursuant to s.234 of the *Fair Work Act 2009* (the FW Act) in relation to the proposed enterprise agreement to replace the *Qube Logistics (Rail) Train Crew NSW Enterprise Agreement 2019* (the 2019 Agreement).

[2] The Respondent to the application is Qube Logistics (Rail) Pty Ltd Trading as Qube Logistics.

[3] On 8 May 2025, the Fair Work Commission (Commission) issued an intractable bargaining declaration (the declaration).¹ The declaration specified a post-declaration negotiating period from 8 to 22 May 2025.

[4] On 22 May 2025, the parties advised the Commission that they had resolved the matter and reached an agreement. The parties sought and were granted a short extension of the post-declaration negotiating period for the purposes of drafting until 28 May 2025 pursuant to s.235A(2) of the FW Act.

[5] On 28 May 2025, the parties provided the Commission with a proposed Workplace Determination containing the agreed terms (proposed determination).

¹[2025] FWC 1283.

[6] Having made the declaration, the Commission is required by s.269 of the FW Act to make an Intractable Bargaining Workplace Determination as quickly as possible after the end of the post-declaration negotiating period.

[7] We have decided to make an Intractable Bargaining Workplace Determination in the terms agreed by the parties for the following reasons.

Statutory framework

[8] The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) (SJBPA Act) repealed the former serious breach declaration provisions of the FW Act and replaced them with a new scheme of provisions relating to intractable bargaining declarations, with effect from 6 June 2023.

[9] Section 269 provides that an intractable bargaining workplace determination cannot be made prior to an intractable bargaining workplace declaration having been made and the post-declaration negotiating period (if any) having passed.

[10] Many of the aspects of Part 2-5, Division 4 of the FW Act which deal with the terms of a workplace determination have not been significantly modified by the SJBPA Act. Section 270(1) requires an intractable bargaining workplace determination to include the terms set out in s.270, the core terms in s.272 and the mandatory terms in s.273. The determination must also comply with s.270(4) which requires that the determination is expressed to cover each employer and the employees that would have been covered by the agreement and any employee organisation that was a bargaining representative of those employees. The terms set out in s.270 are the agreed terms (ss.270(2) and 274(3)) and the terms dealing with the matters at issue (ss.270(3) and 270A). Section 271 prohibits the inclusion of any terms other than those required by s. 270(1).

[11] Sections 272 and 273 were not amended by the SJBPA Act. A delegates' rights term at s.273(6) which applies to a workplace determination made on or after 1 July 2024 was later inserted by the *Fair Work Legislation Amendment (Closing Loopholes) Act 2023* (Cth) (Closing Loopholes Act).

[12] Section 272 sets out the core terms that a determination must include. These are:

- the nominal expiry date which must be no more than 4 years after the date on which the determination comes into operation (s.272(2)); and
- terms such that the determination would, if it were an enterprise agreement, pass the better off overall test under section 193 (s.272(4)).

[13] In addition, s.272 provides that the determination must not include:

- any terms that would not be about permitted matters if the determination were an enterprise agreement (s.272(3)(a)); or
- a term that would be an unlawful term if the determination were an enterprise agreement (s.272(3)(b)); or
- any designated outworker terms (s.272(3)(c)).
- a term that would, if the determination were an enterprise agreement, mean that the FWC could not approve the agreement:

(a) because the term would contravene section 55 (which deals with the interaction between the National Employment Standards and enterprise agreements etc.); or

(b) because of the operation of Subdivision E of Division 4 of Part 2-4 (which deals with approval requirements relating to particular kinds of employees). (s.272(5)).

[14] Section 273 sets out the mandatory terms that a determination must include. These are:

- a procedure for settling disputes about any matters arising under the determination and in relation to the National Employment Standards (s.273(2));
- the model flexibility term or an agreed term which satisfies ss.202(1)(a) and 203 (which deal with flexibility terms in enterprise agreements) (s.273(4));
- the model consultation term or an agreed term which satisfies s.205(1) (which deals with terms about consultation in enterprise agreements) (s.273(5));
- a delegates' rights term (s.273(6)) which was inserted by the Closing Loopholes Act and applies to a workplace determination made on or after 1 July 2024).

[15] The *Fair Work Legislation Amendment (Closing Loopholes No. 2) Act 2024* (Cth) (Closing Loopholes No. 2 Act) amended the intractable bargaining determination provisions in relation to agreed terms and matters still at issue with effect from 27 February 2024. These amendments apply to intractable bargaining determinations made on or after 27 February 2024 regardless of when the application for an intractable bargaining declaration or the intractable bargaining declaration was made.

[16] Section 274 deals with agreed terms. In relation to an intractable bargaining workplace determination, it provides at paragraph (3) that an agreed term is:

(a) a term that the bargaining representatives for the proposed enterprise agreement concerned had agreed, at the time the application for the intractable bargaining declaration concerned was made, should be included in the agreement; and

(b) any other term, in addition to a term mentioned in paragraph (a), that the bargaining representatives had agreed, at the time the declaration was made, should be included in the agreement; and

(c) if there is a post-declaration negotiating period for the declaration—any other term, in addition to a term mentioned in paragraph (a) or (b), that the bargaining representatives had agreed, at the end of the period, should be included in the agreement.

[17] Section 270(3) requires that the determination must include terms that the Commission considers deal with the matters that were still at issue at the end of a post-declaration negotiating period (if there was one) or otherwise after making the declaration under s.235A.

[18] The Closing Loopholes No. 2 Act inserted a new s.270A which applies if an enterprise agreement applies to one or more employees who will be covered by the determination immediately before the determination is made. It provides that a term included in the determination that deals with a matter at issue (apart from a term which provides for a wage increase) must not be less favourable to each of those employees, and any employee organisation that was a bargaining representative of any of those employees, than a term of the enterprise agreement that deals with the matter.

[19] Section 275 provides that the factors that the Commission is required to take into account in deciding which terms to include in a workplace determination include the following:

- (a) the merits of the case;
- (c) the interests of the employers and employees who will be covered by the determination;
- (ca) the significance, to those employers and employees, of any arrangements or benefits in an enterprise agreement that, immediately before the determination is made, applies to any of the employers in respect of any of the employees;
- (d) the public interest;
- (e) how productivity might be improved in the enterprise or enterprises concerned;
- (f) the extent to which the conduct of the bargaining representatives for the proposed enterprise agreement concerned was reasonable during bargaining for the agreement;
- (g) the extent to which the bargaining representatives for the proposed enterprise agreement concerned have complied with the good faith bargaining requirements;
- (h) incentives to continue to bargain at a later time.

[20] This provision is in the same terms as it was prior to the commencement of the SJBPA Act apart from paragraph (b) which was deleted and paragraph (ca) which was added by the SJBPA Act.

Submissions

[21] The parties made joint submissions in relation to ss.272(3) and (4) of the FW Act in response to directions made by the Commission:

Section 272(3) Permitted matters etc

[22] In relation to s.272(3), the parties submitted that the proposed determination is, in substantial part, drawn from the 2019 Agreement, which was compliant at the time of approval. The parties submitted that they have reviewed the terms of the proposed determination and are satisfied that it contains no terms that contravene any provision of the FW Act or its subordinate instruments. The parties submitted that the proposed determination is compliant with s.272(3) of the FW Act, in that it does not contain:

- a. any terms that would not be about permitted matters if the determination were an enterprise agreement, in satisfaction of s.272(3)(a) of the FW Act.
- b. a term that would be an unlawful term if the determination were an enterprise agreement, in satisfaction of s.272(3)(b) of the FW Act.
- c. any designated outworker terms, in satisfaction of s.272(3)(c) of the FW Act.

Section 272(4) Better off overall test

[23] In relation to s.272(4), the parties submitted that:

- a. the proposed determination covers only employees classified as Rail Operations employees. All financial comparisons are therefore made against the Rail Operations classifications in the *Rail Industry Award 2020* (Award).

- b. The proposed determination provides for the Hourly or Normal Rate (as defined in the proposed determination). Relevantly, the Hourly Rate provides for a flat, loaded rate which is inclusive of Award-derived penalty rates, loadings and allowances (including weekend and shift penalties), unless expressly stated otherwise in the proposed determination.
- c. The proposed determination sets out specific higher hourly rates for work on public holidays (clause 20.6), overtime (clause 28.3, 32, and others), and specific duty-based uplifts (for example push-pull operations at clause. 27.4).
- d. The Hourly Rate, effective public holiday rate, and overtime rate provided under the proposed determination is, for all classifications, higher than the applicable penalty rate in the Award for all hours worked, with the exception of the penalty for Sunday work provided by clause 21.3 of the Award. As such, when considered on an overall basis, these rates comfortably exceed the minimum monetary entitlements under the Award when applied to the likely rosters for full-time and part-time employees.
- e. For all classifications, the proposed determination flat rate exceeds the Award base rate and penalty rates for early morning, afternoon, night, Saturday, and public holiday work. The only exception is Sunday work, where the Award rate remains higher as noted above. However, given typical roster patterns, the Hourly Rate provided by the proposed determination results in overall higher weekly earnings in aggregate.
- f. While the proposed determination uses a lower overtime multiplier (1.6x) than the Award (1.5x for the first 3 hours, then 2.0x), it applies that multiplier to a significantly higher flat rate and triggers more readily (for example for late shift changes). Assuming a standard 11-hour overtime shift, the proposed determination overtime rate exceeds the Award for all levels by at least \$18 per hour.
- g. The most beneficial public holiday rate under the proposed determination is comprised of a penalty rate of 1.6x and a stand-alone payment of 7.6 hours of the flat ordinary hour rate normally payable (at clause 20.6 of the proposed determination). This compares with a penalty rate of 2.5x under the Award. Given the 7.6 hour stand alone payment and the higher base rate, the effective public holiday rate under the proposed determination is higher than that provided under the Award;
- h. Casual employees are paid in the same way except that they receive a 25% loading on the Hourly Rate in the proposed determination. A casual employee who only worked Sundays would be paid lower than what they would be paid under the Award. However, the parties are not aware of any casual employees who have only been rostered to work shifts on Sundays.
- i. In addition, employees receive further financial benefits not provided under the Award, including:
 - i. Additional payments for Driver Only Operations and Push/Pull Operations;
 - ii. 7.6 hour payment for public holidays not worked;
 - iii. Greater redundancy entitlements;
 - iv. Additional 5 days of personal carer's leave;
 - v. Critical incident leave;
 - vi. Additional paid parental leave;
 - vii. Paid health assessments and paid leave to attend health assessments;
 - viii. Paid training costs;

- ix. Higher minimum shift payments;
- x. Shift alteration payments; and
- xi. Barracks detention payments.

- j. Accordingly, the parties submitted that the Hourly Rates provided by the proposed determination result in all employees being better off overall.

Consideration

[24] We have considered the joint submissions of the parties and the terms of the proposed determination. There is no dispute between the parties about what the agreed terms are for the purpose of s.274(3). The proposed determination filed by the parties complies with s.270(4) and includes the agreed terms as required by 270(2), core terms as required by s.272(2) and (4) and mandatory terms as required by s.273.

[25] The proposed determination does not include any terms other than those required by s.270(1). It does not include terms prohibited by s.272(3) and (5). There were no matters at issue under s.270(3) at the end of the post declaration negotiating period, so it is not necessary for any such matters to be included in the determination or for us to consider the matters in s.275 or to apply s.270A.

[26] As we are satisfied that the proposed determination filed by the parties meets all of the requirements of s.270, we will give effect to the agreement made by the parties by making the proposed determination known as the *QUBE Logistics (Rail) Train Crew NSW Workplace Determination 2025*.

[27] The *QUBE Logistics (Rail) Train Crew NSW Workplace Determination 2025* is made and will take effect on and from 10 July 2025.



DEPUTY PRESIDENT

Hearing details:

Determined on the papers

Final written submissions:

8 July 2025

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**Qube Logistics (Rail)
Train Crew
NSW Workplace Determination
2025**

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1. Title

- 1.1 This Workplace Determination is the QUBE Logistics (Rail) Train Crew NSW Workplace Determination 2025.

2. Application and Parties Covered

- 2.1 The persons covered by this Agreement are:
- (a) Qube Logistics (Rail) Pty Ltd (ABN 63 082 313 415) (**Company**);
 - (b) the Australian Rail Tram and Bus Industry Union; and
 - (c) the Employees of the Company employed within New South Wales in the classifications set out in this Agreement.
- 2.2 Where an Employee is temporarily seconded, transferred or requested to travel to other locations, and the terms of this Agreement are more favourable than those at that place to which the Employee has been seconded, transferred or requested to travel, the terms of this Agreement shall apply to the Employee.
- 2.3 If the workplace or part of it is relocated from the site referred to above, this Agreement shall apply to such other location.

3. Operation and Term

- 3.1 This Agreement will commence from the day it is made by the FWC.
- 3.2 The nominal expiry date of this Agreement will be 1 November 2028.
- 3.3 It is the intention of both parties to negotiate in good faith and endeavour to reach agreement as soon as possible.
- 3.4 The parties agree to commence active discussions to prepare for a replacement Enterprise Agreement 6 months prior to the nominal expiry date detailed in clause 3.2 of this Agreement.
- 3.5 On expiry of the Agreement any proposal for any future increase will need to be negotiated between the parties during the 6-month renewal period.

4. Relationship to Parent Award and NES

- 4.1 This Agreement wholly incorporates the Rail Industry Modern Award 2020 as varied from time to time (**Award**), except for the *Award Flexibility* and *Facilitative Provisions* clauses.
- 4.2 Upon incorporating Award terms into the Agreement, the incorporated Award terms are to be read as altered with the appropriate changes to make them provisions of the Agreement rather than provisions of the Award, save that the loaded Hourly or Normal Rates in this

Agreement include and offset any shift/weekend penalties or loadings and any allowances, otherwise payable under the Award (including as incorporated), unless the terms of this Agreement expressly provide otherwise.

- 4.3 Where there is any inconsistency between the Award and this Agreement, the terms of this Agreement shall prevail to the extent of such inconsistency.
- 4.4 The Agreement is to be read in conjunction with the FW Act and the National Employment Standards (**NES**) and the NES applies except where superior provisions apply in this Agreement. This Agreement does not exclude, override or reduce any conditions determined by the NES.

5. No Extra Claims

- 5.1 All parties agree to not pursue any extra claims in relation to the terms of this Agreement until its expiry.

6. Definitions

- 6.1 The following definitions, which appear throughout this Agreement, are defined below:

Agreement	means QUBE Logistics (Rail) Train Crew NSW Workplace Determination 2025.
Award	means Rail Industry Modern Award 2020 or as varied from time to time.
Company	means Qube Logistics (Rail) Pty Ltd (ABN 63 082 313 415).
Competency Based Training	training will be competency based. It will be delivered using both off the job and on the job methods and delivered by appropriately qualified trainers.
Continuity of Employment	means continuous unbroken employment with the company or deemed to be, continuous unbroken employment.
Employee	means an Employee of the Company whose job classification is within the scope and application of this Agreement.
Fixed Term Employment	means a form of employment where an Employee is employed for a defined period or task and shall be paid in accordance with the conditions of a full-time or part-time Employee as applicable.

FW Act	means the <i>Fair Work Act 2009</i> (Cth).
FWC	means Fair Work Commission.
Home Base	means the Employee's appointed Operational base or temporary operational base if working away from home on temporary transfer.
Hourly or Normal Rate	means the normal rate specified in the table at clause 27.2, which rate is payable for all Ordinary Hours worked and is inclusive of annual leave loading, any shift/weekend penalties or loadings and any allowances, otherwise payable under the Award (including as incorporated).
NES	means the National Employment Standards as set out in the <i>Fair Work Act 2009</i> (Cth).
Ordinary Hours	for a full-time employee, means the number of ordinary hours worked over a Roster Cycle necessary to average 76 ordinary hours per fortnight over the Roster Cycle (pro-rated for Part-time employment).
Overtime Rate	means where referred to in this Agreement an overtime rate of 1.6 times the Employee's Normal Rate.
Part-time Employment	means a form of employment where an Employee is employed on a regular basis on a number of hours less than 38 Ordinary Hours of work per week.
Policy/Procedure	means a new or existing Company policy, procedure or standard as amended from time to time.
Roster Cycle	Roster Cycle hours will be 76 Ordinary Hours per fortnight as posted.
RTBU	means the Australian, Rail, Tram and Bus Industry Union.
Stand Alone	hours paid that are not included in the calculation of the Roster Cycle hours. A book off shift, barracks etc. are Stand Alone additional to the 76-hour guaranteed fortnightly pay period.

Train Crew	means those employed in the Operations stream as described in the classifications in clause 26 of this Agreement.
WHS Act	means, as applicable, the relevant workplace, health and safety requirements as provided for in the State in which the Company operates.

7. Categories of Employment

7.1 General Principles and Undertakings

7.2 The Company shall use its best endeavours to ensure that permanent full-time employment is the principal form of employment. The Company will ensure that at least 70% of Employees covered by this Agreement will be permanent full-time Employees. Further, subject to the provisions contained in this Agreement, no Employee shall have their form of employment altered without the agreement of the affected Employee(s).

7.3 Notwithstanding clause 7.2, the Company may offer employment on one or more of the types of employment described below.

7.4 **Full-time Employees** are those not specially engaged, as being a part-time or casual Employee is for all purposes of this Agreement a full-time Employee, unless otherwise specified.

7.5 **Part-time Employees** are those (other than Full Time or Casual Employees) employed to work less than the ordinary hours of work for an equivalent full-time Employee. Further, a part time Employee shall:

- (a) be engaged for no fewer than six (6) hours per engagement;
- (b) be entitled to pro rata accruals with respect to annual and long service leave;
- (c) have the minimum number of hours agreed to in writing and may agree to work additional hours at overtime rates.

7.6 Casual Employees

- (a) A casual Employee is an Employee who has been engaged as a casual Employee in accordance with the NES.
- (b) A casual Employee for working ordinary time shall be paid an Hourly Rate as for the work performed in this Agreement plus a casual loading of 25%.
- (c) The loading constitutes part of the casual Employee's all-purpose rate.

- (d) Casual Employees are engaged and paid on an ad hoc basis by the hour. On each occasion a casual Employee is required to attend work the Employee is entitled to a minimum payment of six hours.
- (e) Actual hours worked will be paid each fortnight and any hours worked past 76 hours in a Roster Cycle will incur Stand Alone overtime of 1.6 times the Employees all-purpose rate.
- (f) Upon initial engagement, the Company must tell the casual Employee the:
 - (i) type of employment;
 - (ii) job to be performed;
 - (iii) classification level;
 - (iv) actual or likely number of hours required; and
 - (v) relevant rate of pay.
- (g) The Company may, at any time, offer a casual Employee the opportunity to be appointed as a permanent or as a part-time Employee, under terms provided for in this Agreement.
- (h) Where a casual Employee has worked the equivalent ordinary hours of a full time Employee for a continuous period of 11 months, he/she may seek to be appointed as a permanent or as a part-time Employee. Where a casual Employee seeks appointment under this sub-clause, the Company will review its business requirements and shall appoint on the basis that the Employee has met merit and performance requirements. The Company will provide a letter to the Employee requesting if the Employee prefers to be employed full time or remain a casual Employee.
- (i) Having regard to the casual loading paid to a casual Employee, casual Employees shall not be entitled to:
 - (i) paid annual leave, personal/career's leave or compassionate leave; or
 - (ii) parental leave (unless the casual Employees are entitled to parental leave in accordance with the FW Act); or
 - (iii) public holidays (unless work is performed on a public holiday by the Casual Employee, in which case he/she will be entitled to the payment specified in clause 20.6;
 - (iv) notice of termination; or
 - (v) redundancy payments.

7.7 Fixed/maximum term employment

- (a) Fixed/maximum term employment must only be used:
 - (i) for a period of no less than 6 months or a term as agreed by the parties; and
 - (ii) on the basis of there being only one engagement on a fixed term basis.
- (b) Provided that an Employee may be engaged for a lesser period where the fixed term Employee is engaged as a replacement for an Employee on parental leave, and the Employee on parental leave elects to return to work after a period of less than six months.
- (c) The use of fixed term labour is subject to the consultation clause of this Agreement.

7.8 Individual Flexibility Agreement

- (a) The Company and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - (i) the Agreement deals with 1 or more of the following matters:
 - A. arrangements about when work is performed;
 - B. overtime rates;
 - C. penalty rates;
 - D. allowances;
 - E. leave loading; and
 - (ii) the arrangement meets the genuine needs of the Company and Employee in relation to 1 or more of the matters mentioned in paragraph (i); and
 - (iii) the arrangement is genuinely agreed to by the Company and Employee.
- (b) The Company must ensure that the terms of the individual flexibility arrangement:
 - (i) are about permitted matters under section 172 of the FW Act; and
 - (ii) are not unlawful terms under section 194 of the FW Act; and
 - (iii) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- (c) The Company must ensure that the individual flexibility arrangement:
 - (i) is in writing; and
 - (ii) includes the name of the Company and Employee; and

- (iii) is signed by the Company and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (iv) includes details of:
 - A. the terms of the Agreement that will be varied by the arrangement; and
 - B. how the arrangement will vary the effect of the terms; and
 - C. 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
- (v) states the day on which the arrangement commences.
- (d) The Company must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) The Company or Employee may terminate the individual flexibility arrangement:
 - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if the Company and Employee agree in writing — at any time.

8. Redundancy

8.1 Redundancy occurs where the Company has made a definite decision that a function or role has been or will be ceased which will lead to the termination of employment of Employee(s) within these roles.

8.2 Redundancy Process

- (a) The Company agrees that it will take all reasonable steps to avoid redundancies of Employees.
- (b) Where a redundancy scenario may lead to termination of employment, the Company shall hold discussions with the location/s affected and (if applicable) their nominated representative.
- (c) The Company shall call for expressions of interest for voluntary redundancies where appropriate from other employees. The Company has the right to accept or reject expressions of interest for voluntary redundancies from individual Employees.
- (d) In the event that the impacted Employees are unable to be redeployed and/or the number of Employees being made voluntarily redundant does not meet the number required, the Company shall consult with the Employees with respect to the redundancy of their position and the potential termination of their employment.

- (e) The discussions shall take place as soon as is practicable after the Company has become reasonably aware of the possible redundancy scenario and will advise Employees of the reasons for the possible terminations of employment, measures to avoid or minimise terminations and measures to mitigate any adverse effects of any terminations on the Employee's concerned.
- (f) For the purpose of the discussion the Company shall, as soon as practicable, provide in writing to the Employees concerned, all relevant information about the possible terminations, the criteria used to determine the possible terminations and the period over which the terminations are likely to be carried out.
- (g) The Company will base its decisions dependent upon duration of employment, skill, performance and competency levels required in order to operate its business.
- (h) The selection criteria as defined in clause 8.2(g) will be used and the Company will advise the RTBU of the Employees who will be selected for redundancy prior to effecting any terminations. Redundancies will be on a genuine case basis only as determined by the criteria outlined in clause 8.2(g).
- (i) During the redundancy process, all legislation governing termination of employment and discrimination will be observed.

8.3 Amount of Redundancy Pay

- (a) Any Employee made redundant shall receive, in addition to the period of notice prescribed in clause 10 of this Agreement, the following amount of pay based on the same definition of "week's pay" – meaning 38 hours (pro-rated for Part-time employment) by the "Hourly Rate" as for payment of notice on termination.

Period of continuous service	Severance pay
1 year or less	2 weeks
1 year but less than 2 years	4 Weeks
2 years but less than 3years	6 Weeks
3 years but less than 4 years	9 Weeks
4 years but less than 5 years	12 Weeks
5 years but less than 6 years	15 Weeks
6 years but less than 7 years	18 Weeks
7 years but less than 8 years	21 Weeks
8 years but less than 9 years	24 Weeks

9 years but less than 10 years	27 Weeks
10 years and over	30 Weeks

- (b) Employees made redundant will not be paid out any unused accumulated sick leave. Any long service leave entitlements shall be paid out to Employees in accordance with the relevant state legislative requirements. An Employee over 45 years of age will be entitled to an additional 1 week's pay for service so long as employed with the company of no less than 2 years.

8.4 Employee Leaving During Notice Period

- (a) An Employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice. In this circumstance, the Employee will be entitled to receive the benefits and payments including severance pay that they would have received under this clause had they remained with the Company until the expiry of the notice but will not be entitled to payment in lieu of notice.

8.5 Job Search Entitlement

- (a) During the period of notice of termination given by the Company, an Employee shall be allowed fair and reasonable time off without loss of pay for the purpose of seeking other employment. Sufficient notice (at least 3 days) must be given by the Employee to Company.
- (b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the Company, be required to produce proof of attendance of an interview or they will not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

9. Discipline

- (a) Disciplinary measures are implemented within the context of an overall performance management approach. Employees will at all times be accorded procedural fairness and if the Employee so chooses, a representative, which may include a Union. At times the representative may be a Union Official and the Local Delegate for training purposes.
- (b) Before implementing disciplinary measures the Company will;
- (i) gather and analyse any material relevant to the performance issue subject to the disciplinary measures;

- (ii) advise the Employee of the allegations of inappropriate performance or behaviour in writing; and
 - (iii) provide the Employee with an opportunity to respond to any allegations.
- (c) During the investigation described above, the Company may suspend the Employee with pay. The Company will endeavour to limit the period of time of not more than 4 weeks an Employee is suspended without compromising the integrity of the relevant investigation. However, the Company may extend the 4 weeks suspension during a review at the end of the first 4 weeks of the investigation.
- (d) For a major type matter such as serious and wilful misconduct e.g. a positive D&A reading or major or wilful damage to Company equipment by an Employee, the Employee may be suspended without pay.
- (e) In implementing disciplinary action, the Company may:
 - (i) issue a verbal or written caution, warning or reprimand; or
 - (ii) impose a temporary reduction in position or classification level and/or pay (for a period of up to twelve months) which may include a written caution or warning. When this option is implemented, the Employee will be required to undertake work activities in accordance with the classification level to which they have been regressed; or
 - (iii) suspend an Employee from duty, which may include a written caution or warning, with or without pay; or
 - (iv) dismiss an Employee, with or without notice as applicable.
- (f) If as a result of a disciplinary investigation the Company decides to impose a temporary reduction in an Employee's position or classification level and/or pay by two or more grades, the maximum period of the regression in classification level and/or pay must not exceed 6 months in duration.
- (g) A record of the above disciplinary action will be noted on the Employee's file for a maximum period of 24 months.
- (h) With the exception of a termination, any Employee who has a grievance in relation to the application of this clause shall follow the Dispute Resolution outlined in clause 13 of this Agreement.

10. Termination

10.1 Notice of Termination by Employer

- (a) In order to terminate the employment of an Employee the Company must give to the Employee the following notice:

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) In addition to the above notice, Employees over 45 years of age at the time of the giving of the notice with not less than two years' service, are entitled to an additional 1 weeks' notice.
- (c) Payment in lieu of the notice must be made if the appropriate notice period is not given. Employment may be terminated by giving part of the period of notice specified and payment in lieu of the balance.
- (d) "Week's pay" for the purpose of termination and redundancy shall mean 38 hours by the "Hourly Rate".
- (e) The period of notice in this clause does not apply:
 - (i) in the case of dismissal for serious or wilful misconduct; or
 - (ii) Employees engaged for a specific period of time or for a specific task or tasks provided the termination occurs at the conclusion of the period of expected engagement; or
 - (iii) to casual Employees.
- (f) Termination provisions for apprentices are provided by the relevant State Training or Apprenticeship Authority.
- (g) For the purposes of this clause, service shall be calculated in the same manner as used to calculate leave.

10.2 Notice of Termination by Employee

- (a) The notice of termination required to be given by an Employee shall be the same as that required of the Company, except that there is no additional notice based on the age of the Employee concerned.
- (b) If an Employee fails to give the required notice in accordance with this clause, the Company may deduct from an Employee's final/termination pay (consisting of the Employee's accrued leave entitlements) a maximum of two (2) weeks' pay in lieu of notice.

10.3 Job Search Entitlement

- (a) Where the Company has given notice to an Employee, the Employee shall be allowed a mutually agreed amount of time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the Employee after consultation with the Company.
- (b) Where an Employee has given notice to the Company, the Employee will not be entitled to Job Search provision.

10.4 Statement of Employment

- (a) Immediately upon termination of employment the Company shall provide to such Employee a written statement specifying the period of employment, the classification or type of work performed by the Employee, the usual duties performed by the Employee and, if requested, the reason for termination.

11. Abandonment of Employment

- 11.1 Where an Employee is absent from duty for more than three (3) days from the initial rostered shift of absence this shall be considered prima facie an abandonment of employment.
 - (a) However, prior to the Company confirming the termination, the Company must write to the Employee, at the last known address through “registered” mail, advising the Employee that their employment will be terminated should the Employee fail to contact their supervisor within a further five (5) days of the date of the letter.
 - (b) If no response is received, the Company shall confirm the termination.
 - (c) The Company will pay notice in lieu as per clause 10.1(a) and (b).

12. Consultation and Change

- 12.1 This term applies if the Company:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major change

- 12.2 For a major change referred to in clause 12.1(a):

- (a) the Company must notify the relevant Employees of the decision to introduce the major change; and
 - (b) subclauses 12.3 to 12.9 apply.
- 12.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 12.4 If:
 - (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (b) the Employee or Employees advise the Company of the identity of the representative;the Company must recognise the representative.
- 12.5 As soon as practicable after making its decision, the Company must:
 - (a) discuss with the relevant Employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - (b) for the purposes of the discussion—provide, in writing, to the relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.
- 12.6 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 12.7 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 12.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in paragraph 12.2(a) and subclauses 12.3 and 12.5 are taken not to apply.
- 12.9 In this term, a major change is likely to have a significant effect on Employees if it results in:

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

Change to regular roster or ordinary hours of work

12.10 For a change referred to in paragraph 12.1(b):

- (a) the Company must notify the relevant Employees of the proposed change; and
- (b) subclauses 12.11 to 12.15 apply.

12.11 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

12.12 If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- (b) the Employee or Employees advise the Company of the identity of the representative;

the Company must recognise the representative.

12.13 As soon as practicable after proposing to introduce the change, the Company must:

- (a) discuss with the relevant Employees the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant Employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the Company reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that the Company reasonably believes are likely to affect the Employees; and

- (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 12.14 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 12.15 The Company must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 12.16 In this term:

relevant Employees means the Employees who may be affected by a change referred to in subclause 12.1.

13. Dispute Resolution

- (a) In the event of a dispute about a matter arising under this Agreement, in relation to the NES, or other workplace change in the first instance the parties must attempt to resolve the matter in the workplace by discussions between the concerned party and the relevant Company Supervisor or Local Manager.
- (b) If the issue cannot be concluded, a Notice of Dispute must be lodged with the relevant Company Supervisor or Local Manager.
- (c) The Local Manager will consider the issues raised and will respond to the party who lodged the notice within 24 hours, not including weekends or public holidays. This response must be in writing.
- (d) If the dispute/grievance cannot be concluded, or the allotted time frame has elapsed, the dispute can then be escalated to the Train Crew Manager.
- (e) The Train Crew Manager will consider the issues raised and respond to the party who lodged the notice within 48 hours, not including weekends or public holidays. The response must be in writing.
- (f) If the dispute/grievance remains unresolved, or the allotted time frame has elapsed, it shall be referred to the National Industrial Manager. This dispute/grievance must be concluded in a timely manner and for the avoidance of doubt these discussions must be held within 48 hours.
- (g) If the dispute/grievance remains unresolved, a “cooling off period” of 48 hours (excluding weekends and public holidays) will occur at this stage of the process. During this period, the parties may continue to have discussions at whichever level they regard as most likely to assist in resolving the dispute/grievance.
- (h) During, or at the conclusion of the cooling off period, either party may decide to refer the matter to a mutually acceptable independent mediator or the FWC for the

purpose of conciliation or arbitration of the dispute. The conciliation must occur as soon as reasonably practicable.

- (i) Where a dispute/grievance is escalated to the point of involvement of either an independent mediator or the FWC in conciliation, the parties acknowledge the significance of this point being reached. Therefore, any recommendation made by the independent mediator or FWC in an attempt to assist the parties to resolve the dispute/grievance will be treated as highly influential.
- (j) Any arbitrated decision of the FWC, whether interim or final, shall be binding and the parties will abide by such decision. FWC may give all such directions, orders and/or recommendations and do such things necessary or expedient for the speedy and just hearing and determination of the dispute.
- (k) Any of the steps in the process may be removed where both parties agree. Likewise, the parties may agree to extend the timeframes within which each of the steps is to be completed.
- (l) At all times during this process work shall continue in the manner it was being performed immediately before the dispute or grievance.
- (m) Employees may be represented at any stage of the dispute process by a representative of their choosing which may include a Union.

14. Superannuation

- 14.1 Superannuation contributions will be made on behalf of Employees to the Employee's nominated Fund sufficient to avoid a charge under the Superannuation Administration (Guarantee Charge) Act 1992 (as amended). The Company may alter the component parts of the Employee's remuneration to accommodate any changes in legislation, subject to no overall reduction in the Employee's remuneration. If the Employee does not nominate a Fund, the Company will make contributions to the Employee's stapled fund as notified to the Company by the Australian Tax Office or, if there is no stapled fund, to another compliant default fund.
- 14.2 All those Employees who wish to make salary sacrifice contributions will be entitled to do so in accordance with clause 15 in this Agreement.
- 14.3 The Company will pay superannuation contributions, including salary sacrifice, on behalf of each Employee at least monthly and in full to the agreed superannuation fund.
- 14.4 For Employees that were covered by the former Independent Railways of Australia Enterprise Agreement 2011 – 2014 Train Crew, the Company will continue to pay only those Employees 14% superannuation contributions.

15. Salary Sacrifice

- 15.1 Salary sacrifice is available for Employee contributions if the Employee so chooses, subject to the rules of the relevant fund and applicable legislation and also for the sacrifice of salary continuance insurance.
- 15.2 A maximum of 20% of pre-taxable base wage or salary may be sacrificed under this clause, unless otherwise agreed. All salary sacrifice arrangements are subject to Company approval and must comply with any requirements imposed by the Australian Tax Office or any relevant legislation from time to time. The Employee is responsible for any liability that results from any failure to comply with applicable salary sacrifice requirements. An Employee may be permitted to contribute more than the maximum 20%, subject to any requirements imposed by the Company from time to time.
- 15.3 The Employee will bear the cost of any tax or surcharge resulting from contributions under this clause.
- 15.4 The Company will not be liable:
- (a) if the law or the position of the Australian Taxation Office in relation to salary sacrifice changes;
 - (b) for financial advice to Employees in relation to salary sacrifice arrangements;
 - (c) for any costs or losses associated with salary sacrifice arrangements; and
 - (d) if it refuses to approve a proposed salary sacrifice arrangement or discontinues an existing salary sacrifice arrangement.

16. Employee Representative

- 16.1 This clause is to be read in conjunction with clause 27A of the Award.
- 16.2 The Company recognises workplace delegates and will permit such delegates to perform their role without discrimination. This clause is subject to the delegates concerned continuing to act in accordance with their contract of employment and the terms and conditions of this Agreement.
- 16.3 It is further recognised that workplace delegates represent Union members at the workplace and will be allowed reasonable time as agreed by the Company to attend to any work-related matters, on behalf of Union members and must advise their supervisor prior to attending to any such matters.
- 16.4 The Company will allow workplace delegates reasonable access to telephone, facsimile, photocopying and email services, where available and provided, for the purpose of carrying out their role. The use of resources by the workplace delegate will be subject to the delegate complying with the prevailing Company policy provisions (which shall not impose

unreasonable restriction on the operation of this sub-clause) and the specific directions of the site manager.

- 16.5 Workplace delegates will be entitled to reasonable unpaid time off to attend Union meetings, congresses and conferences, subject to operational constraints. Workplace delegates seeking such leave are required to give fourteen (14) days' notice and the Company will not unreasonably refuse to approve such leave but is dependent upon business and operational requirements.
- 16.6 The Company will provide access to a lockable notice case to be used by workplace delegates for posting formal Union notices signed off by the delegates and/or Union official. All material posted must be authorised by the relevant Union.
- 16.7 Special paid leave will be granted to Employees of the Company who are elected through the Australian Electoral Commission or other authorised process to represent the following:
- (a) National Council;
 - (b) National Executive;
 - (c) Branch Council;
 - (d) Branch Executive; and
 - (e) Divisional Council.
- 16.8 In order to receive paid leave, the Union is to provide documentary evidence, signed by the authorised Officer of the Union at least 4 weeks in advance, that they are an elected delegate of clause 16.6 and are required by the RTBU to attend the meeting. This documentation must also include the duration of the meeting.

17. Workplace Relations Training

- 17.1 This clause is to be read in conjunction with clause 27A of the Award.
- 17.2 Workplace relations training is specifically targeted at maintaining harmonious workplace relations between the Company and its Employees.
- 17.3 Unions will identify training course content and ensure that all training is delivered by appropriately qualified trainers. Unions will fund all cost associated with the development and delivery of workplace relations training programmes.
- 17.4 The Company will allow paid release of Employees for such training, provided it does not interfere with business and operational requirements.

18. Workplace Health and Safety

- 18.1 The parties to this Agreement share an ongoing commitment to ensure and to promote the health, safety and welfare of all Employees, via the formation of workplace health and safety committees and nothing in this Agreement shall be designed or applied in ways that reduce or diminish this objective.
- 18.2 The Company allows any form of legislative consultation concerning health and safety to occur. In addition, the Company provides a consultation structure through which WHS committees will communicate information to and from the business division.
- 18.3 The aim of the WHS committee is to improve safety, health and environment at work by assisting with the development and implementation of risk management systems and processes, through direct Employee/classification-based representation on the committee.
- 18.4 The Company must take all practical and reasonable measures to ensure the health, safety and welfare of all Employees, as well as ensuring a safe and healthy work environment. The Company will also monitor and seek to improve systems and processes to ensure that both its statutory obligations and the objectives of this Agreement are met. The Company will not, on its own initiative, introduce an in-cab monitoring system prior to legislation requiring it to do so.
- 18.5 Employees must ensure that they perform their jobs safely with a duty of care to themselves and to other Employees.
- 18.6 Employees must attend for duty fit and able to safely perform their duties. Employees must comply with the Company's policies and procedures, including those related to drugs and alcohol.
- 18.7 Employees must also bring to the notice of their supervisor or manager, any situation where they genuinely believe a risk of injury or damage exists.

19. Personal Protective Equipment

- 19.1 The Company will provide Employees with uniforms and, where required, protective clothing or equipment and this uniform must be worn by Employees whilst at work under all circumstances. Any failure to wear the Company uniform or in the case of an Employee wearing another party's uniform, may result in disciplinary action.
- 19.2 The Company will replace uniforms, protective clothing and equipment on a "*fair wear and tear*" basis.

20. Leave

20.1 Annual Leave

- (a) Employees are entitled to Annual Leave in accordance with the FW Act and as set out below.
 - (i) Shift workers shall receive five (5) weeks annual leave being the equivalent to 190 hours.
- (b) An Employee's entitlement to annual leave accrues progressively during a year of service according to an Employee's ordinary hours of work and accumulates year to year.
- (c) Annual leave is normally rostered and taken in blocks of one or more weeks. Employees may request to take leave in less than one-week blocks. Any such request is subject to approval by the Company.
- (d) For Employees, when annual leave is taken in fewer than weekly blocks, it will be deducted from the Employee's accrual at 7.6 hours for each day of leave taken (excluding Rostered RDO's). Otherwise, all annual leave will be deducted, from the Employee's accrual of annual leave, at thirty-eight (38) hours per week.
- (e) Where a public holiday falls during a period of annual leave, the Company will credit the Employee with an additional day of annual leave.
- (f) Leave should be taken in the year following its accrual. For this to happen, the Company will develop rosters, in consultation with affected Employees. Employees must take leave in accordance with leave rosters. Employees may, subject to approval by the Company, exchange rostered blocks of annual leave with other Employees in the same position. Exchanges must not create operational constraints and must be cost neutral to the Company. Subject to these conditions, the Company will not unreasonably withhold approval.
- (g) In the event that an Employee has more than 10 weeks of annual leave accrued and there are significant operational changes such as drought, the Company through consultation may direct and roster the Employee to take this excess annual leave so as to reduce the number of accrued hours back to 10 weeks. The Company must give at least four (4) weeks' notice for the purpose of directing an Employee to take their excess accrued leave. The four weeks' notice does not apply if there is mutual agreement between the Company and the Employee to take excessive leave with less than four weeks' notice. This agreement must be in writing.
- (h) Agreement is not required in circumstances where the operation of the business is impacted upon by a force majeure event.
- (i) Where an Employee believes that special circumstances exist, they may apply to their manager to defer the taking of their annual leave for up to twelve months. Applications to defer annual leave should be made prior to the posting of the annual

leave roster and approval by the Company is subject to the operational needs of the business.

- (j) Payment of accrued leave, including upon termination, will be made at the Employee's Normal Rate of pay.
- (k) The parties acknowledge that if, in a particular respect, the FW Act provides a more favourable outcome for Employees than the entitlements in this clause, then the FW Act prevails.
- (l) Annual Leave is normally rostered in seven (7) day blocks from Monday to Sunday.
- (m) In the situation where Employees have requested annual leave in blocks of one week or more, the following will apply:
 - (i) Leave will commence from 22:00hrs the day before the Annual Leave starts and will resume at 06:00hrs the day after the Annual Leave.
 - (ii) In the event that an employee agrees to work past 22:00hrs, then all time worked past 22:00hrs will be paid at standalone overtime rate.

20.2 Commencing Annual Leave

- (a) Employees must be signed off duty no later than 22:00hrs the day previous to commencing annual leave.

20.3 Returning From Annual Leave

- (a) Train Crew Employees are to be rostered on after the hours of 06:00hrs on the first available shift upon their return from leave.
- (b) If an Employee on annual leave (which expires at 6am) is requested to sign on before 6am and agrees, for example 4am, there will be 2 hours paid at the overtime rate and the remainder of the planned shift will be paid at the normal rate as part of the duty cycle.
- (c) In the situation where Employee's take greater than four weeks of annual leave, upon returning from leave, these Employees will be allocated thirty (30) minutes to read all relevant safety and communication notices.

20.4 Cashing Out of Annual Leave

- (a) Employees may, with the agreement of the Company, cash out accrued annual leave as follows:
 - (i) Each request made by an Employee must be agreed to in writing by the Company; and

- (ii) An Employee may only cash out accrued annual leave in excess of the equivalent of one (1) year's entitlement. That is, after cashing out, an Employee must have no fewer than the equivalent of one (1) year's entitlement of accrued annual leave.
- (iii) Employees may not cash out accrued annual leave on more than three separate occasions per calendar year.
- (iv) Any request by an Employee to cash out their accrued annual leave in accordance with this clause must be made prior to 12:00hrs on Friday (per Roster Cycle).

20.5 Public Holidays

- (a) Due to the nature of the work performed by the Company, being a business that operates twenty-four (24) hours per day, 365 days per year, Employees can be required to work on public holidays in accordance with their respective roster.
- (b) All Employees shall be entitled to the following public holidays without loss of pay:
 - (i) New Year's Day; Good Friday; Easter Sunday; Easter Monday; Christmas Day; Boxing Day; Australia Day; Anzac Day; King's Birthday, Eight Hours' Day (Labour Day); and
 - (ii) Excepting shift workers who shall also be entitled to, on the same basis as above, Easter Saturday; and
 - (iii) Any other days prescribed by the relevant State or Territory e.g., Melbourne Cup Day in Victoria, Adelaide Cup Day in South Australia, Bank holiday (which shall be taken on 31 December of each year) in New South Wales. Such days however shall not include those excluded by the regulations of the FW Act.
- (c) Where there is an Available Day/Blank Day on the Working Roster and the Employee is not called in, then 7.6 hours is credited towards the Roster Cycle.

20.6 Payment for Working on a Public Holiday

- (a) For Employees, the public holiday will be the actual day on which it falls. For example, if Christmas Day falls on a Sunday, then Sunday will be the public holiday. This is irrespective of any changes made as a consequence of Government gazettal notices. However, in the situation whereupon there are two Public Holidays that fall on the same day, a substitute day will be provided.
- (b) Where an Employee is rostered to work on a public holiday and actually signs on duty on the public holiday, they shall receive a Stand Alone payment of 7.6hrs. If the Employee signs on twice on the same public holiday, the Employee will only receive 1 Stand Alone payment of 7.6 hours plus either:

- (i) All hours worked on the public holiday at the rate of 160% of their Normal Rate for all hours worked on the public holiday; or
- (ii) A Day in lieu (**DIL**), where approved by the Company, plus an additional payment of 60% of the Employee's Remuneration for all hours worked on the public holiday. Any DIL not taken by 30 June each year shall be paid out at the Normal Rate.

20.7 RDO on a Public Holiday

- (a) Where a public holiday falls on an RDO all Employees shall receive a Stand Alone payment of 7.6 hours.
- (b) Where a public holiday falls during a period of annual leave and/or long service leave, the Company will provide the Employee with an additional day of leave.
- (c) Where an Employee is required to work on an RDO that falls on a public holiday, all hours worked on that day will be paid at the rate of 160% of their Normal Rate. Alternatively, a day in lieu will be credited (where approved by the Company) plus an additional payment of 60% of the Employee's remuneration for all hours worked on the public holiday.
- (d) If an Employee requests/moves an RDO, to be on a public holiday, the Stand Alone public holiday payment will be forfeited as per clause 20.7(a).

20.8 Long Service Leave

- (a) Employees will be entitled to four hundred and fifty-six (456) hours, equivalent to twelve (12) weeks of paid long service leave, following a period of ten (10) years continuous employment.
- (b) For each year of additional service above ten years, long service leave will accrue at the rate of fifty (50) hours per year of service paid on a pro-rata basis each fortnight.
- (c) In those States where the relevant Legislation concerning Long Service Leave so allows an Employee may elect to receive a cash payment in-lieu of taking long service leave, subject to a written agreement to this effect between the Company and the Employee. The cashing out of long service leave is subject to the Employee retaining a bank of at least one hundred and fifty-two (152) hours long service leave to be taken for recreational purposes.
- (d) In the event of an employer-based termination for Employees, any Long Service Leave or Pro-Rata Long Service Leave entitlements in accordance with state legislative requirements for such service will be paid out.
- (e) Employees will apply for long service leave and the Company will roster the approved long service leave on the basis of the number of calendar days to be taken.

Applications to take long service leave must be made at least one (3) months prior to the expected commencement date for approval by the relevant manager. The Employee will be advised at least four (4) weeks prior to the applied commencement date. Subject to mutual agreement between an Employee and their manager, this period of notice may be reduced.

- (f) The Company will not unreasonably withhold approval of long service leave. Where more than one application to take long service leave is received at a location for the same time period, consideration and approval will be treated on a "*first in first served*" basis, where operational difficulties do not provide for all Employees to take leave at the same time.
- (g) The Company can roster LSL following consultation with the Employee and/or their representative a minimum of eight (8) weeks' notice prior to the commencement of the requirement to take the Leave.
- (h) Long service leave will be paid at the Employee's Normal Rate of pay.
- (i) Employees may elect to take long service leave at half pay under special circumstances as deemed appropriate by their relevant manager.

20.9 Personal/Carer's Leave (previously Sick Leave)

- (a) The paid Personal/Carer's leave entitlement for a permanent full-time Employee is one hundred and fourteen (114) hours per annum, which is equivalent to fifteen (15) days and shall accrue at a pro-rata rate from the day they started. Any untaken leave will accumulate from year to year, without limit.
- (b) Part-time Employees will receive a pro-rata allocation of Personal/Carer's leave.
- (c) The Employee shall advise the Company of his/her inability to attend for work as soon as reasonably practicable. The Employee must state the estimated duration of absence.
- (d) An Employee must advise the Company of his/her intention to resume work as soon as he/she becomes aware of his/her ability to do so. A medical certificate must be submitted for any of the following;
 - (i) the period of absence exceeds three working days; or
 - (ii) is taken on any public holiday on which the Employee was rostered to work; or
 - (iii) is taken before or after a RDO, public holiday, annual leave or long service leave; or
 - (iv) if the day prior is a Blank Day, and the Employee was rostered to work into that day; or

- (v) for each instance of personal/carer's leave without a medical certificate exceeding 3 days per 12-month period.
- (e) If it is not reasonably practicable to obtain a medical certificate, a statutory declaration made by the Employee must be provided.
- (f) If a Company manager doubts on reasonable grounds whether an Employee's previous absences from work are due to genuine illness or injury, the Employee may be required to attend a Company-allocated doctor in conjunction with clause 20.10.
- (g) Unless provided for in this clause, the operation of personal/carer's leave will be in accordance with the provisions of the FW Act. This includes, but is not limited to, provisions of the FW Act regarding:
 - (i) the method or manner required for taking personal/carer's leave; and
 - (ii) the provision of documentary evidence regarding personal/carer's leave.
- (h) All payments for Personal/Carer's leave will be based on the Employee's Normal Rate of pay.
- (i) Each shift in respect of which Personal/Carer's leave has been approved will be deducted at the rate of 7.6 hours for each shift the Employee was available to work excluding RDOs up to a maximum of 38 hours per week.
- (j) In cases whereby an Employee has taken Personal/Carer's leave to care for an immediate family member some form of evidence must be provided to ensure payment can be approved.

20.10 Medical Examination

If:

- (a) an Employee has taken personal leave on the basis of an illness or injury; and
- (b) it is considered necessary by the Company that the Employee attend a medical examination in respect of the illness or injury prior to returning to work,
 - (i) the Employee may be required to attend a medical examination in respect of the illness or injury, conducted by a medical practitioner nominated by the Company. The Company will meet the cost of examination and any travelling costs.

20.11 If an Employee becomes ill or injured whilst on annual leave, Personal/Carer's Leave shall be approved, and the Employee's leave shall be re-credited on the proviso:

- (a) the Employee has contacted their manager/supervisor within three (3) days of becoming sick; and
- (b) the illness is supported by a medical certificate.

- (c) If an Employee becomes ill while on long service leave, Personal/Carer's leave may be approved and long service leave re-credited in the following circumstances:
 - (i) where the illness extends more than seven (7) calendar days; and
 - (ii) the Employee has contacted their manager/supervisor within three (3) days of becoming sick; and
 - (iii) the illness is supported by a medical certificate.
- (d) This provision only applies for illness. It does not apply to injuries sustained on long service leave.

20.12 Medical Retirement

- (a) Where an Employee has no reasonable prospect of returning to perform the position they are appointed to, owing to the nature of their illness or injury, the Company will examine opportunities for reclassification to an alternate position or may initiate action to terminate the Employee's employment contract. The Employee shall submit a claim for disability retirement to the relevant superannuation fund immediately upon becoming eligible to submit such a claim.
- (b) Where medical retirement is progressed, the Employee can access, with Company approval the Employee's accumulated Personal/Carer's sick leave prior to a medical retirement taking effect. Personal/Carer's leave does not accrue from the date the medical retirement is approved. This provision does not apply to an Employee on worker's compensation as they are not entitled to take accumulated personal/carers leave before medical retirement.
- (c) Sick Leave pending Worker's Compensation
 - (i) Employees may access accumulated personal leave whilst a claim for worker's compensation is being considered. Where the claim is accepted, any personal leave shall be re-credited.

20.13 Unpaid Carers Leave

- (a) The entitlement to Unpaid Carer's Leave will be in accordance with the FW Act.
- (b) An Employee is entitled to a period of up to two (2) days unpaid carer's leave for each occasion when a member of the Employee's immediate family, or a member of the Employee's household, requires care or support during such a period because of:
 - (i) a personal illness, or injury, of the member; or
 - (ii) an unexpected emergency affecting the member.
- (c) Unpaid carer's leave may be taken in a single unbroken period of up to two (2) days or in any separate periods as agreed between the Employee and the Company.

- (d) Unpaid Carer's Leave is only available when an Employee has exhausted their entitlement to paid carer's leave or has no entitlement to paid carer's leave.
- (e) Notice of the taking of unpaid carer's leave is expected to be given to the Company prior to the commencement of the Employee's shift and as early as is reasonably practicable to do so.
- (f) If the care or support required is because of a personal illness, or injury, a form of evidence must be provided by the Employee.

20.14 Trauma Leave

- (a) Where an Employee whilst on duty is directly involved in a fatal or serious accident or event defined as a "*critical incident*" (eg. Fatality or serious accident and Cat A) and the Employee is not physically injured in the accident or event they will be:
 - (i) Relieved as soon as practicable.
 - (ii) Provided with access to the Employee Assistance Program.
 - (iii) Paid leave, which is separate from any other leave within this Agreement, will be provided until an arrangement can be made to participate in an assessment by the Company nominated Medical Counsellor.
 - (iv) The amount of leave then required will be determined by the Company nominated Medical Counsellor.
- (b) Trauma leave will be paid at the Employee's Normal Rate of pay.

20.15 Compassionate Leave

- (a) An Employee is entitled to 2 days of compassionate leave for each occasion when a member of the Employee's immediate family, or a member of the Employee's household:
 - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies.
- (b) Compassionate leave will be paid at the Ordinary Rate of pay, except for casual Employees for whom it will be unpaid.

20.16 Parental Leave

The Company's parental leave policy (as at the date that this Agreement is made) is incorporated as a term of the Agreement.

20.17 Leave Without Pay

- (a) The Company may approve leave without pay subject to the needs of the business and at the discretion of the Employee's manager. Periods of leave without pay shall not exceed twelve (12) months. Periods of leave without pay will not break the Employee's continuous service with the Company, but such periods will not count towards the length of the Employee's continuous service with the Company. For example, if an Employee has 3 years of service and then takes a period of 1 year of leave without pay, the Employee's continuous service will not be broken by the leave without pay period and will remain at 3 years.

20.18 Jury Service

- (a) An Employee required for jury service must advise the Company of the period or expected period of leave as soon as possible. If an Employee requests leave, they need to provide evidence showing they attended jury selection or jury duty.
- (b) An Employee, other than a casual Employee, will be paid make-up pay (the difference between any jury duty payment the Employee receives from the court and the Employee's Ordinary Rate for the day(s) of attending jury duty). Further, the Employee shall give the Company proof of his or her attendance, the duration of such attendance and the amount received in respect of the jury service.
- (c) If the Employee cannot provide evidence, they will not be entitled to make-up pay.

20.19 Special Leave

- (a) Special leave is paid leave which enables Employees to participate in community activities, deal with public emergencies or be involved in other special situations not covered by other forms of leave.
- (b) Each application for leave under this provision will be assessed on its merits. Approval may be granted subject to the operational requirements of the Company. The Company will not unreasonably withhold such approval.
- (c) Special leave is paid at the Normal Rate of pay.

20.20 Defence Leave

- (a) The Company will provide unpaid leave for defence force reservists in accordance with the requirements set out in the *Defence Reserve Service (Protection) Act 2001* (Cth).

21. Health Assessments

- 21.1 Where, through the operation of the National Standard for Health Assessment of Rail Safety Workers (**National Standard**) an Employee is required to undertake a Health Assessment by a

Company-nominated medical practitioner, the Company will pay the cost of the medical assessment including all required tests up to the “*Determination*”. In addition, the Company will pay for the cost of, a stress ECG and Glucose Blood Test (fasting) whether undertaken before or after determination.

- (a) The Determination occurs when a qualified health professional, in satisfaction of the National Standard, has determined that the Employee is either:
 - (i) Fit for Duty Unconditional;
 - (ii) Fit for Duty subject to Review;
 - (iii) Temporarily Unfit for Duty Subject to Review; or
 - (iv) Permanently Unfit for Duty.
- (b) If further tests are required following the Determination, the Company will only be liable to cover the costs of such tests where it is identified that there was no basis for this referral i.e., there is no apparent underlying condition that should have prompted such referral.
- (c) Where it is determined that the Employee has no underlying condition, the Company will:
 - (i) reimburse the Employee for the medical costs incurred as a result of the referral; and
 - (ii) re-credit any sick leave that has been used as a result of being unable to perform their duties as a result of the referral.
- (d) Where an Employee seeks to claim the costs of the additional tests where there is no apparent underlying condition that should have prompted such a referral, the Chief Medical Officer or suitably qualified nominee will review the case file and make a determination as to whether the referral was justified. The decision of the Chief Medical Officer in such matters will be final.
- (e) Before the medical assessment, and in the event that an Employee is aware that they have an underlying health condition, the Employee may be required to produce a letter from their relevant specialist outlining factors such as the current prognosis of their underlying condition and current treatment and they may bring this letter to the Category Assessment. Where this letter is more than three (3) months old, the doctor may require a supplementary report from the Employee’s general practitioner or may require the Employee to obtain an up-to-date report. The relevant Medical Practitioner will use this specialist letter to assist in determining if the Employee is Fit for Duty.

- (f) The above provisions do not exclude any obligations arising under the applicable worker's compensation legislation.

21.2 Employee Periodical Medical Assessment

- (a) The Employee shall be given a minimum of 4 weeks' notice to enable them to undertake their medical assessment/pathology blood test.
- (b) Rostered Medicals – All medicals will be pre-advised and booked around 7:00am on the day required.
- (c) Rostered Medicals will be credited 6 hours towards the Roster Cycle and will consist of the medical only.
- (d) For Pre-employment and Periodical medicals, the Company requires under its safety management system for the Employee to undergo Drug and Alcohol testing.

22. Fatigue Management

- (a) Definition
 - (i) Fatigue is defined as a human condition primarily caused by prolonged wakefulness and/or insufficient or disturbed sleep. It includes physical, cognitive, psychological and physiological dimensions that interact with each other to reduce human performance and lead to uncontrollable sleep onset. The Company acknowledges its duties and responsibilities under various legislation to control fatigue in the workplace. Employee's also have a responsibility to effectively manage their duties and responsibilities to control their fatigue both in the workplace and when not on duty.
- (b) Fatigue Management System
 - (i) The Company shall maintain a fatigue management program, aligned to current best practice for fatigue risk management and existing standards for safety and risk management (AS4801 and AS4360/ISO31000). The program shall be based on a "Just Culture", and be Consultative, Collaborative and Proactive. The objective of the program is to reduce the likelihood of errors, incidents and accidents in which fatigue may be a contributing factor. The Fatigue Management System is not incorporated as a term of this Agreement.
 - (ii) For any major changes to the Company's fatigue management program, these changes will be consulted in accordance with clause 12 of this Agreement.
- (c) Risk Assessment

- (i) A risk assessment and safety task analysis regarding fatigue for a Master Roster change to determine appropriate fatigue issues and appropriate management will be conducted in accordance with the relevant state appendices to this Agreement.
- (d) Training
 - (i) All Employees shall be trained in managing fatigue in accordance with the Company's competency policy (PCE 105). This policy is not incorporated as a term of this Agreement.
- (e) Limits on Hours
 - (i) As acknowledgement of known fatigue considerations and to ensure minimum fatigue requirements, there shall be identified shift limits and intervals between shifts in accordance with this Agreement.

23. Drugs and Alcohol

- (a) All parties are committed to the provision of safe and healthy workplaces. The attainment of this objective can be undermined by the hazardous use of alcohol and other drugs by some individuals.
- (b) Company Employees are responsible for ensuring they conform to the requirements of the Company's Drug and Alcohol Policy/Procedure. This policy/procedure is not incorporated as a term of this Agreement.
- (c) The Company may review its Drug and Alcohol Policy/Procedure throughout the life of this Agreement, however the procedure must always comply with the Company's rail accreditation. The current process calls for urine testing in all instances.
- (d) The National Regulations stipulates that 25% of rail safety workers per annum must be randomly tested using prescribed approved methods, including swab testing.
- (e) All Drug and Alcohol testing will be carried out by duly accredited testing practitioners in accordance with the appropriate Australian Standards and be conducted in a manner and place that preserves the dignity and personal integrity of the Employee.

24. Payment for use of Private Vehicle and Travel

- 24.1 In addition to other rates payable in accordance with this Agreement, an Employee shall also be entitled to the following:
 - (a) Where an Employee agrees to use his/her own vehicle to travel to another sign on/sign off point other than a location as the defined depot of employment (as contained in the state appendices to this Agreement), the Employee shall be

reimbursed for additional expense associated with any extra distance from the Employee's usual residence to their usual Home Base (e.g. usual commute 7 kilometres, commute to new sign-on/sign-off point 12 kilometres - reimbursement for 5 kilometres extra distance).

- (b) In the event that an Employee is requested to use his/her own vehicle after they have signed on, the Employee will be entitled to claim for all kilometres used.
- (c) In the case of a motor vehicle the cost reimbursed shall be at the rate per kilometre for their vehicle size that is specified by the Australian Taxation Office and shall include the cost of tolls.
- (d) For other travel, i.e. public transport, the additional costs which are reasonably incurred shall be reimbursed, however pre-approval is to be obtained before the use of taxis as other travel.
- (e) Where an Employee finishes work at a location that is different to the sign-on location, the Company will provide transport back to the sign-on location. In these circumstances, actual sign-off will be on the return to the sign-on location and shall be within the shift length.

25. Temporary Transfer

- (a) Where required by the business, Employees may be temporarily transferred to a different Home Base for a period of time.
- (b) Temporary transfers will also be used to support commercial activities affected by variable demand and traffic volumes and/or temporary staff shortages.
- (c) In the first instance, volunteers will be called for temporary transfer. In the event that insufficient Employees volunteer, Employees may be selected and consulted prior to being rostered. Employees will be temporarily transferred away from their Home Base for a period of not more than six (6) weeks in any twelve (12) month period, unless mutually agreed. Any decision regarding individual Employee temporary transfer will be made on assessment of the individual's circumstances with regard to reasonableness.
- (d) The Company will provide a company vehicle to and from the temporary transfer location. Employees who are temporarily transferred may be authorised to use their own vehicles to travel to and from the temporary location.
- (e) Employees may agree to working a service to and or from a temporary location.
- (f) Reasonable time allowances for travelling to and from all locations will apply.
- (g) Reimbursement for use of private motor vehicle will be in accordance with the relevant clause.

- (h) The Company will not roster any additional duties or further work for an Employee who is travelling to or from the temporary location under this clause, unless the Employee concerned agrees.
- (i) Employees who are temporarily transferred to a location which does not permit them to return to their Home Base daily shall have their accommodation organised and paid by the Company and a living away from home allowance of \$165 to be paid as the daily meal allowance for each calendar day or part thereof away from their Home Base. This will increase at a rate of 4% per annum from 1st November 2025.
- (j) Where accommodation is arranged by the Company, such accommodation shall be of no less than 3½ star rating where possible and appropriate. Where 3½ star rating accommodation is not available, the Company will utilise the best alternative available in consultation with the Employee.

26. Classification Structure

Level	Description
Level 1 Trainee	An entry level Employee engaged as a Trainee. The Employee may be required to perform various other duties considered to be safe and appropriate to this position for which they are competent to perform under supervision. An assessment will be conducted based on the Employee's suitability to move to level 2 at the completion of training.
Level 2 Second Person	Having successfully completed all necessary training and demonstrated competence at Level1, an Employee will be engaged as a Second Person and be required to perform the duties of Second Person during train operations. The Employee will also be required to carry out shunting, roll-by duties as required and any other duties considered to be safe and appropriate to this position for which they are competent to perform. At this level the Employee will undertake the Engine & Air (Block School) component of training before progressing to Level 3.
Level 3 Driver in Training	An Employee will be appointed as level 3, subject to possessing the necessary qualifications and competencies. At this level, the Employee will be required to perform driving duties under supervision, Shunting and Marshalling duties, FX Train Examinations and any other duties considered to be safe and appropriate to this position for which they are competent to perform. At this level, the Employee will also operate as a Co-Driver as part of a train crew on the main line.

Level	Description
Level 4 Locomotive Driver	At this level, the Employee will be required to perform tasks on mainline operations and any other duties considered to be safe and appropriate to this position for which they are competent to perform. A Locomotive Driver will also be required to assist personnel in a broad range of rail operations for example but not limited to: Route Knowledge, FX Train Examination. A Level 4 Driver will be required to operate on multiple routes and is required to maintain appropriate qualifications at all times. At this level, selected Employees may be required to mentor/coach/tutor other Employees
Level 5 Driver Trainer	<p>Certain Employees may, subject to the needs of the business and demonstrated competence at Level 4, be promoted to Driver Trainer, subject to possessing the necessary qualifications. (certificate 4 in Training and Assessing currently TAE40116)</p> <p>A Driver Trainer/Assessor occupies an important leadership position in the organisation. They will have already demonstrated and continue to demonstrate, superior performance in all aspects of operations covered in Levels 1 to 4 above.</p> <p>The Driver Trainer/Assessor is required to undertake training, competency assessments, Employee communication, mentoring and motivation, performance reviews and feedback, procedural and business improvement reviews, customer presentations and other special duties and tasks as required.</p>

27. Wage Increase

27.1 Wage rate increases for all classifications:

- (a) 5.6% from 1st April 2023;
- (b) 4.4% from 1st April 2024;
- (c) 7.55% from the 22 May 2025;
- (d) 4.5% from 1st November 2025;
- (e) 4.0% from 1st November 2026; and
- (f) 4.0% from 1st November 2027.

27.2 Normal Rate of Pay

Classification	Current Rates	22 May 2025	1 November 2025 (4.5%)	1 November 2026 (4.0%)	1 November 2027 (4.0%)
Level 1					
Normal Rate	\$33.52	\$39.72	\$41.51	\$43.17	\$44.90
Overtime Rate	\$53.62	\$63.54	\$66.40	\$69.06	\$71.82
Casual Rate	\$41.90	\$49.65	\$51.89	\$53.96	\$56.12
Overtime Casual Rate	\$67.04	\$79.44	\$83.02	\$86.34	\$89.79
Level 2					
Normal Rate	\$37.43	\$44.36	\$46.35	\$48.21	\$50.13
Overtime Rate	\$59.89	\$70.97	\$74.17	\$77.13	\$80.22
Casual Rate	\$46.78	\$55.44	\$57.93	\$60.25	\$62.66
Overtime Casual Rate	\$74.83	\$88.68	\$92.67	\$96.37	\$100.23
Level 3					
Normal Rate	\$40.54	\$48.04	\$50.20	\$52.21	\$54.30
Overtime Rate	\$64.86	\$76.86	\$80.32	\$83.53	\$86.87
Casual Rate	\$50.68	\$60.06	\$62.76	\$65.27	\$67.88
Overtime Casual Rate	\$81.09	\$96.09	\$100.42	\$104.44	\$108.61
Level 4					
Normal Rate	\$51.45	\$61.00	\$63.75	\$66.29	\$68.95
Overtime Rate	\$82.32	\$97.55	\$101.94	\$106.02	\$110.26
Casual Rate	\$64.31	\$76.21	\$79.64	\$82.82	\$86.14
Overtime Casual Rate	\$102.90	\$121.94	\$127.43	\$132.52	\$137.83
Level 5					
Normal Rate	\$53.45	\$63.34	\$66.19	\$68.84	\$71.59
Overtime Rate	\$85.52	\$101.34	\$105.90	\$110.14	\$114.55
Casual Rate	\$66.81	\$79.17	\$82.74	\$86.04	\$89.49
Overtime Casual Rate	\$106.90	\$126.68	\$132.38	\$137.68	\$143.18

27.3 The Company has committed to back paying wages for all employees who were employed as at 22 May 2025. These payments will be processed within one month after the date that the Workplace Determination is made by the Fair Work Commission.

27.4 Rate of Pay for Specific Duties

- (a) An increase of 9% in rate will apply to all crew when performing Push Pull operations.

28. Hours of Work

28.1 The ordinary hours of work, for a full-time Employee, is one thousand nine hundred and seventy-six hours (1976) per annum. This is equivalent to fifty-two weeks at thirty-eight hours per week. The annual ordinary hours are made up as follows:

- (a) One thousand and seventy-six (1976) hours, which includes ninety-one point two (91.2) hours for a minimum of twelve (12) public holidays and one hundred and ninety (190) hours of annual leave.
- (b) The annual hours will be balanced out over a cycle which is 76 hours per fortnight which is a normal Roster Cycle.

28.2 **Working on a Public Holiday** - While public holiday hours are included in the total hours outlined above, where an Employee is rostered to work on a public holiday they are required to attend for work and undertake activities as rostered, subject to the provisions of the FW Act.

28.3 **Working of Overtime** – In addition to the ordinary hours specified above, an Employee may be required to work reasonable overtime (with the exception of working on rostered days off (RDOs)) for payment at Stand Alone overtime penalty rates of 1.6 times the Ordinary Hourly Rate.

28.4 An Employee may decline to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regarded to:

- (a) any risk to an Employee's health and safety that may reasonably be expected to arise if the Employee worked the additional hours;
- (b) the Employee's personal circumstances (including any family responsibilities);
- (c) any notice given by the Company of the requirement or request that the Employee work the overtime;
- (d) any notice given by the Employee of their inability to work the overtime;
- (e) whether any additional hours are on a public holiday;
- (f) the Employee's hours of work over the Roster Cycle ending immediately before the Employee is required or requested to work the additional hours; and
- (g) and any other relevant matter.

28.5 Training

All Employees will undertake training on the following basis:

- (a) All training shifts must be rostered by the Company.
- (b) All training, including shifts shall be at the Company's expense.
- (c) Training shift lengths will be in accordance with clause 33.
- (d) All training shall conform to national Transport and Logistics industry, Australian Quality Training Framework (**AQTF**) competency standards.
- (e) The Company will ensure best endeavours to put in place a training plan to mitigate the loss or reduction of applicable qualifications. The Company will take into account and plan according to operational rosters and priorities according to need and relevance of the business. I.e., if route knowledge is no longer required due to a loss of a service, or Employee relocation, this will not be deemed as critical qualifications and therefore may not be catered for.
- (f) All Employees will undertake training and assessment for all working applicable to their Home Depot/Master Roster. This includes being qualified for all routes applicable to their Home Depot/Master Roster as operationally required.
- (g) The Company will attempt to roster at least 3 months in advance, but not less than 1 month that a qualification will expire.

29. Rostering Guidelines

29.1 Master Rosters

- (a) A Master Roster shall be exhibited primarily for the purpose of indicating rostered days off (RDO's) and any known work and to meet the operational requirements of the business having regard to fatigue principles.
- (b) The Company in consultation and agreement with the local rostering committee will develop and modify Master Rosters consistent with operational and business requirements.
- (c) The number of Company initiated Master Roster changes shall not exceed two (2) in any twelve (12) month period, unless there is a specific business requirement (a specific requirement includes where services are moved due to major network disruptions and possessions – the mandatory lines in the Master Roster must still be posted 14 days in advance of live working). Where there is a business requirement to exceed 2 changes formal consultation will occur with the depot.
- (d) Where a material change to a Master Roster is proposed, formal consultation can be up to fourteen (14) days.

- (e) Following the consultation, the final Master Roster is to be distributed via email and displayed on the affected Depots notice board twenty-eight (28) days in advance of its introduction. All Employees will be allocated to a Permanent Line, rotate through lines in their roster and as far as practicable, hours are to be equalised out over the Roster Cycle with a fair distribution of work not exceeding 76 ordinary hours per Roster Cycle.
- (f) Rosters shall be arranged to provide the maximum number of complete weekends rostered off duty which must be at least one weekend off in four unless altered by way of agreement.
- (g) This weekend will be known as a Golden Weekend and will comprise of a minimum sixty-two (62) hours commencing 16:00hrs Friday to 06:00hrs Monday. Where late running service impacts beyond 16:00hrs, the Employee is to agree to work beyond 16:00hrs and all time worked past 16:00hrs will be paid at the Stand Alone overtime. This will be highlighted on the Master Roster.
- (h) There may be more than one roster developed at a location for a similar or the same positions.
- (i) If an Employee agrees to come in for an additional shift outside of the Master/ Working roster, then the entire shift will be paid the Stand Alone overtime rate.

29.2 Requests for changing RDO's

- (a) An Employee may request to change an RDO(s) on the following basis:
 - (i) An Employee must fill in the Roster Change Form and must be submitted to Local Manager at least 2 weeks prior to the posting of the Working Roster or;
 - (ii) If an Employee agrees with another Employee to swap lines or RDOs for that fortnight, and then both Employees fill in the Roster Change Form.
- (b) The Company will as far as possible agree to the change so long as the change is not cost prohibitive and the change is for an Employee of relevant qualifications. If an Employee's request is declined, then the Company must inform the Employee as to why it was declined.

29.3 Types of Master Rosters

- (a) Full forecast – includes all known working sign on/off times and RDO's.
- (b) Blank line – includes RDOs only.
- (c) Combination – both Forecast and Blank line as above, when doing a Combination Roster, they must be in at least a 2 weekly block to comply with the posting of the Working Roster.

- (d) Pencil Roster
 - (i) No forecast of RDOs or predicted work.
 - (ii) Weekends off and Golden Weekends apply in line with clause 29.1 (f) and (g).
 - (iii) Given that the request meets operational requirements, employees are able to request specific RDO placement when at least a week of notice is provided.
 - (iv) Employees can notify Rosters of their intent to join or be removed from the Pencil Roster in writing. Notice must be given one week prior to the commencement of the next roster cycle. This can be done a maximum of two times per financial year.

29.4 Working Rosters

- (a) The working roster will be posted prior to 16:00hrs on the Thursday prior to the commencement on the following Monday and will reflect the Master Roster unless by way of changes allowed throughout this Agreement. If circumstances occur whereby the roster cannot be posted, the affected Employees will be notified of the delay by 16:00hrs Thursday and informed as to when the roster will be posted but must be posted by 13:00hrs of the Friday.
- (b) The Working Roster will be posted weekly and inclusive of all sign on/off times, barracks working and may include Available Days.
- (c) If an Employee is not qualified for a specific task or location when the Working Roster is posted, they must contact Rosters ASAP to have alternative work arranged.
- (d) Any change from the posting of the Working Roster must be in consultation and agreement with the effected Employee(s), unless within lift up/lay back provisions.

29.5 Available Days (A/V)

- (a) An Available Day is an Open Day where Employees are expected to be available to work.
- (b) Available Days may only be used once during the Roster Cycle.
- (c) Only one Available Day can be posted per Employee in the Working Roster if:
 - (i) there are less than 38 hours of rostered work posted on the Working Roster; and
 - (ii) if an Employee has the Roster Cycle Hours in, and there is still an Available Day in the Working Roster, and the Company requests the Employee to work, then it's by mutual agreement and all hours be paid as standalone overtime.

- (d) If an Employee has already worked an Available Day and there is still another Available Day and the Company requests the Employee to work, then it's by mutual agreement and all hours be paid as standalone overtime.
- (e) The commencement time of an Available Day shall be notified to the affected Employee(s) involved prior to, during, at the end of the last shift worked or during the advice periods in clause 29.8.
- (f) The commencement time of an Available Day can also be advised prior to the advice periods. i.e., more than 2 days out without occurring overtime.
- (g) Available Days shall not be rostered by the Company in between two book off (RDO) days unless requested by the Employee and agreed to by the Company with no Stand Alone rates applicable, unless advised outside of the advice periods.
- (h) If requested and agreed, an Employee may sign on twice on an Available Day. The second shift will be at Stand Alone overtime.
- (i) If requested and agreed, an Employee may be asked to work a Barracks job on an Available Day. The second leg will apply to lift up and lay back that was already rostered for the following day.
- (j) If requested to work on an Available Day and the shift then cancels, clause 32.3 applies. Clause 29.5(d) also applies in that this Available Day has now been used once during the Roster Cycle.

29.6 **Emergency Days (E/V)**

- (a) In the event of an Emergency or Significant Disruption, Emergency Available Days may be used for the duration of the Working Roster subject to Lift up and Lay back of original sign on times.
- (b) The event must be applicable to the Employee's rostered tasks, for the current published Working Roster.
- (c) **Significant disruption** means an urgent circumstance as defined by the regulator, such as a Major Derailment, or track washaway etc. exceeding 24 hours in duration.
- (d) **Emergency** means a significant disruption that impacts the Company's operations arising out of an actual or imminent event, such as fire, flood, storm, earthquake, or explosion, that exceeds 24 hours in duration.
- (e) If the event continues into a new Working Roster, then Emergency Available Day Zones may be placed on the Working Roster as an indicative start time.
- (f) Emergency Available Day Zones
 - (i) 0000 – 0600 – Zone 1

- (ii) 0601 – 1200 – Zone 2
- (iii) 1201 – 1800 – Zone 3
- (iv) 1801 – 2400 – Zone 4
- (g) If an Employee agrees to sign on outside of the allocated Emergency Available Day Zones, then the entire shift will be paid as Stand Alone overtime.
- (h) Emergency Available Day Zones will continue to apply for affected services, until the Emergency is cleared, or a train running ad hoc is placed on mandatory pathing.
- (i) Advice periods in clause 29.8 apply.

29.7 Blank Days

- (a) A Blank day is a day that when the roster is formulated, the Employee is not rostered to sign on during the dimensions of midnight to midnight, however an Employee may be required to lift up or lay back into this day as provided for in clause 32.4.

29.8 Advice Periods

- (a) AM Shift (00:00-05:59hrs) - Notification Period shall be between 09:00 and 11:00hrs the day prior to shift commencing.
- (b) PM Shift (06:00-23:59hrs) - Notification Period shall be between 15:00 and 17:00hrs the day prior to shift commencing.
- (c) The advice periods will also apply when an Employee is on any type of leave (including an RDO) the day prior to returning to work.
- (d) If the Company contacts the Employee outside of the advice period on the advice day for work, the Employee may elect to work at Stand Alone overtime rates.

29.9 Notification of Shifts

- (a) It is the responsibility of the individual Employee to be available during the above indicated advice periods.
- (b) Where an Employee does not want to be contacted during the advice periods, the Employee must notify the Company ASAP or as close to the advice period as possible and it's the responsibility of the Employee to obtain his/her next turn of duty by 17:00hrs the day prior, no Stand Alone rates apply.
- (c) Notification means correspondence shall made by via phone call in the first instance. If no answer then a voice message is to be left, along with a text message, and the Employee is to contact the Company by 17:00hrs.
- (d) If the Employee doesn't return the phone call or message, the Company will then manage the issue as refusal of duty and may deduct 7.6hrs from the Roster Cycle.

- (e) Excluding the above, all Available Day shifts shall be paid at normal time until such time as the 76-hour guarantee has been accomplished or as provided within this Agreement. E.g. Public Holidays.

30. Rostered Days Off (RDO's)

- 30.1 There will be a minimum of 104 designated RDOs per annum for rosters, averaged over the annual hours of the work cycle inclusive of periods of leave. Rostered days off can only be altered via a Master Roster change, unless by agreement with the Employee concerned.
- 30.2 There must be at least 4 RDOs per fortnight, unless by way of mutual agreement by the affected Employee(s) and the Company by the use of the Roster Change Form 2 weeks prior to the posting of the Working Roster.
- 30.3 Single rostered days off should be avoided wherever possible in favour of grouping of such days off.

30.4 Defining the dimensions of RDOs

- (a) RDOs will commence from 00:01hrs and conclude at 06:00hrs the following day, each additional day will be in blocks of twenty-four (24) hours duration following the duration of the initial RDO at 06:00 hours.
 - (b) If an Employee signs on during the dimensions of an RDO, all hours worked for the portion of the RDO will be paid at the Overtime Rate. The remaining hours on the shift will be paid at the normal rate. For example, If an Employee on an RDO (which expires at 06:00hrs) is requested to sign on before 06:00hrs and agrees, for example 04:00hrs, there will be 2 hours paid at the Overtime Rate and the remainder of the planned shift will be paid at normal time as part of the Roster Cycle.
- 30.5 From time to time train running may infringe an RDO, where this occurs, consultation and agreement with the individual must be sought and any infringement of an RDO will attract a Stand Alone overtime payment for all hours that infringe the RDO.

31. Minimum Shift payments

- 31.1 The actual working time credited to the Roster Cycle for shifts worked will be the greater of the actual hours worked or 6 hours for all Employees.

31.2 Rostered Working Time and Actual Working Time

- (a) Employees may be required to work hours additional to those in the Master/Working Roster (up to the maximum shift length) to complete the assigned task(s). These additional hours will be credited towards the Roster Cycle.
- (b) Employees may be required to work up to the rostered sign off time when the task(s) are completed early. In the event the Employee is required to work beyond their

rostered sign off time, sufficient notice will be given to the affected Employee(s) and it will be by agreement with the Employee(s) concerned. Employees required to work beyond their rostered sign off time will be paid at Stand Alone Overtime Rates.

- (c) Employees who sign off earlier than their rostered shift, will only be credited for the hours worked or 6 hours, whichever is higher.

32. Shift Changes

32.1 Shift Changes on Master Roster

An Employee may request to change a Rostered Shift(s) or RDO on the following basis;

- (a) An Employee must fill in the Roster Change Form and must be submitted to Local Manager at least 2 weeks prior to the posting of the Working Roster; or
- (b) If an Employee agrees with another Employee to swap lines or Shift's for that fortnight, and then both Employees fill in the Roster Change Form.
- (c) When the Company requests to change a Shift(s), the Company will consult and obtain agreement with the Employee(s) with at least 2 days' notice.
- (d) The Company will as far as possible agree to the change so long as the change is not cost prohibitive and the change is for an Employee of relevant qualifications. If an Employee's request is declined, then the Company must inform the Employee as to why it was declined.

- 32.2 The Company acknowledges that it will use its best endeavours to construct Working Rosters to reflect the real and likely work, so to minimise any changes that may be subsequently required to rosters.

32.3 Cancelled Shifts

- (a) As much notice will be provided when a shift is cancelled and a credit of 7.6 hours towards the Roster Cycle will apply.
- (b) If no alternative or new work is available within the lift up and lay back threshold, they will continue on the working roster.
- (c) Barracks Working
 - (i) If the first leg is cancelled a credit of 7.6 hours will go towards the Roster Cycle.
 - (ii) The second leg will be rostered within lift up and lay back of the second sign on time and may consist of another Barracks job through mutual agreement.
 - (iii) If there is no available work for the second leg, a credit of 7.6 hours will be credited towards the Roster Cycle.

- (d) If an overtime shift cancels, with less than 8 hours' notice, than a Stand Alone payment of 7.6 hours will apply (not Overtime rates).

32.4 Lift Up – Lay Back

- (a) Train Crew must be contactable no earlier than 12 hours and no later than 2 hours prior before the Employee signs on to allow for a 2 hour lift-up and a 4 hour lay-back.
- (b) Changes can only be made within lift up and layback. If an Employee agrees to excessively lift up/lay back and sign on outside of the lift up or lay back parameters as per clause 39.1, Stand Alone overtime rates will apply for the difference, which includes any shift including barracks working/overtime shift. (E.g. original sign on 10:00hrs asked to lay back to 18:00hrs – difference = 4hrs, will be paid as Stand Alone Overtime). This is a Stand Alone payment and does not constitute part of the Shift worked, even if the shift is an overtime shift.
- (c) If no alternative or new work is available within the lift up and lay back threshold, they will continue on the working roster and a credit of 7.6 hours for that shift towards the Roster Cycle will apply.
- (d) If no alternative or new work is available within lift and lay back during the second leg of barracks working, then the Company will arrange for Train Crews to be transported back to their home depot, after having the minimum rest period as per clause 37.

32.5 Types of alterations

- (a) Sign on Location Change (Sydney Only)
- (b) Mainline to Shunt/Local/Shuttle or visa versa
- (c) Lift Up/Lay Back
- (d) Cancelled Shifts

32.6 Where a change is made, the shift length and sign on location from the original shift will apply unless by way of mutual agreement. (As close as possible to the original shift length).

32.7 Any shift that has been rostered for a Shunt/Local/Shuttle shift that changes to Main-line working will stand as a maximum of 10 hours. Any hours worked beyond 10 hours will be at Stand Alone overtime.

32.8 No more than two alterations from the posting of the Master/Working Roster may be made without mutual agreement. In the event of 3 or more changes and the Employee agrees, the shift becomes optional and all hours worked will be paid at Stand Alone overtime rates. This clause overrides the provisions in clause 32.7.

33. Shift Lengths

33.1 The following table describes the agreed maximum rostered shift limits for combinations of Company crews.

Type of Working	Crew Combination	Max Rostered Shift Length (sign on to sign off)
Mainline	• 2 Route Qualified Mainline Drivers / Driver Trainers	12 hrs
	• 1 Route Qualified Driver + 1 Qualified Driver Qualified at least 40% of route	12 hrs
	• 1 Qualified Driver Trainer + A non- route Qualified Driver	11 hrs
	• 1 Route Qualified Mainline Driver + 1 Non Route Qualified Driver or Driver in Training or 1 Route Qualified Driver Trainer + Level 3 or above	11 hrs
	• 1 Route Qualified Mainline Driver + level 2 or below	10 hrs
4 Person Push Pull	• 4 Route Qualified Mainline Drivers	12 hrs
	• 2 Route Qualified Mainline Drivers +2 Non Route Qualified Mainline Drivers or Driver in Training	11 hrs
	• 2 Route Qualified Mainline Drivers + 2 nd Persons	11 hrs
3 Person Push Pull	• 3 Route Qualified Mainline Drivers	12 hrs
	• 2 Route Qualified Mainline Drivers +1 Non Route Qualified Mainline Driver or Driver in Training (under direct supervision)	11 hrs
	• 2 Route Qualified Mainline Drivers + 1 second Person	11 hrs
Shunt, local, shuttle and Provisioning Shifts	• Any Crew Combination	10hrs

Port Kembla Local shifts	<ul style="list-style-type: none"> Any Crew Combination 	9hrs
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- 33.2 Trainees/Freelance Crew members shall only travel as a third person on a train and shall observe the shift limits of the other crew members.
- 33.3 If any Employee mutually agrees to work past the rostered shift, then a Stand Alone overtime payment for all time over the rostered shift is to be paid.
- 33.4 For the purpose of this clause, a shift that exceeds 11 hours but is less than 12 hours is taken to be a 12-hour shift. A maximum of 6 shifts of 12 hours can be worked in any 14-day period. This is not for payment purposes.

34. Meal Breaks

- 34.1 On each shift an Employee will be entitled to a personal needs/meal break of up to 30 minutes. Such breaks will be taken at times that do not interfere with the efficient running of trains or shunt requirements but should be taken between the 3rd and 6th Hour.
- 34.2 When working main line working the driver will confer with the CSC Shift Manager in order to take their break. This should be taken between the 3rd and 6th hours.
- 34.3 An Employee that is not able to take a meal break between the 3rd and 6th hour will receive a wasted meal allowance of \$28. Genuine cases must be submitted on the Trapeze.

35. Higher Duties

- 35.1 Where Employees perform work that falls within a higher classification level, they will be entitled to be paid at the higher classification level for the shift / shifts during which the work was performed.
- 35.2 Specific to Port Kembla crews, the employee rostered as the 'Lead Shunter' is entitled to claim higher duties allowance for that shift. For example, if any Employee performs the 'Lead Shunter' role, they will receive payment for the classification immediately above their classification (i.e., a Level 3 Employee will be entitled to receive the Normal Rate of pay for a Level 4 Employee for that shift and a Level 4 Employee will be entitled to receive the Normal Rate of pay of a Level 5 Employee for that shift etc.)
- 35.3 While acting in a higher duties role for a period of time greater than 3 months all leave taken during the period acting in the role shall be paid at the higher rate.
- 35.4 In the situation where Employees are working in a Higher Duties capacity for the whole of the Roster Cycle, then their excess hours will also be paid at the higher duties rate.
- 35.5 Clauses 35.2 and 35.3 do not apply in the event of:

- (a) The cashing out of leave as per the leave provisions within this Agreement.
- (b) Termination of Employment whilst acting in a Higher Duties capacity.

36. Mandatory Rest Days

- 36.1 A Mandatory Rest Period will be provided after having worked eleven (11) consecutive shifts.
- 36.2 Mandatory Rest Periods shall conform to the same conditions as an RDO, as outlined in the RDO clause.
- 36.3 Where an Employee works an overtime shift, at the Company's request, and this results in the Employee not being able to work a previously rostered shift due to the taking of the Mandatory Rest Period, the company will credit 7.6 hours to the Employee's Roster Cycle.

37. Intervals Between Shifts

- 37.1 The minimum intervals between shifts for Employees shall be:
 - (a) From sign off at Home Depot to sign on at Home Depot is a minimum of twelve hours.
 - (b) A minimum of 8 hours between sign off at non-home base to sign on at non-home base. This can be reduced to 7 hours off by mutual agreement.

38. Barracks Working

- 38.1 Rosters for Train Crew may include tasks or positions that involve a rest period away from the initial sign on location. To avoid doubt, this provision provides for the next turn of duty to be one that provides for the Employee to return to their initial Home Base or sign-on point. Train Crew must be signed off at their home depot within a 40 hour pattern span from their sign on time at the home base. All hours past the 40 hour pattern span will be paid as Stand Alone overtime.

- 38.2 Accommodation shall be no less than 3½ star rating in line with the RTBU standards or accepted by the Depot that stay at that location.

38.3 Barracks Detention

- (a) Rest Detention shall commence 12 hours after Train Crew have signed off at a rest location at Stand Alone rates until they sign on. Their shift length will start when they sign back on.
- (b) Where possible Train Crew will be relieved on arrival at their home depot if there is a crew already on duty and available to provide relief.

38.4 Meal Allowance for Barracks Working

- (a) Meal allowance will be paid every 8 hours or part thereof when working a barracks job.
- (b) Meal allowance will be paid at the current applicable rate:
 - (i) \$38.50 from the 22nd May 2025.
 - (ii) \$39.00 from the 1st November 2025.
 - (iii) \$40.00 from the 1st November 2026.
 - (iv) \$41.00 from the 1st November 2027.

39. Payment of Wages

39.1 Wages shall be paid in accordance with the FW Act fortnightly:

- (a) Guarantee payment of 76hr for Full-time Employees.
- (b) Part-time Employees in accordance with agreed hours.
- (c) Any excess hours for the cycle.
- (d) Any RDO worked.
- (e) Any allowances applicable.

39.2 Wages shall be paid by electronic funds transfer into an Employee nominated bank (or other recognised financial institution).

39.3 On termination of employment, wages due to an Employee shall be paid within a week of termination and only after all Company issue assets have been returned.

39.4 Novated Lease Plan

- (a) Employees working under this Agreement, have the option to take up a Novated Lease with the Company's preferred Novated Lease Company (currently FleetPlus). This will be subject to the financial approval process required by the Novated Lease Company.

40. Depot Locations

40.1 Upon commencing employment, an Employee shall be allocated a sign on/sign off point at which he/she shall commence and finish a shift. This point shall be located within a depot, terminal or office (referred to as the Home Base) where the Employee shall report in order to commence and complete a shift.

40.2 Home Base sign on points will contain the following:

- (a) Secure Car Parking – consultation will occur at each location where new car parking is proposed.
- (b) Amenities including a meal room with appropriate facilities.
- (c) Communications as required.
- (d) Operational documentation.
- (e) Notice board.

40.3 Below is the list of locations which represents the home depot.

- (a) Moss Vale
- (b) Sydney – Minto, , Moorebank, Cooks River
- (c) Newcastle
- (d) Werris Creek
- (e) Narrabri
- (f) Dubbo
- (g) Narromine
- (h) Junee
- (i) Coffs Harbour
- (j) Port Kembla
- (k) Bathurst
- (l) Tamworth

40.4 The above list reflects the known home depots at the time of negotiating this Agreement. The Company reserves the right to create additional compliant home depots to suit operational requirements as per the consultation in clause 12.

40.5 Where an Employee finishes work at a location that is different to the sign on location, the Company will provide transport back to the sign on point, unless otherwise agreed. In these circumstances, actual sign off will be on the return to the sign on location and shall be within the shift length.

41. Local Workings

41.1 Local working is defined as the Employee's tasks involved in the Employee working within the specific areas as defined for each Depot.

- (a) Moss Vale – Moss Vale Yard Limits

- (b) Sydney – Sydney Metropolitan Area (Cowan, Emu Plains, Macarthur, Waterfall)
- (c) Newcastle – Telarah to Kooragang to Port Waratah to EDI Cardiff to Sulphide Junction
- (d) Werris Creek – Werris Creek Yard to Werris creek Sub
- (e) Narrabri – Narrabri North to Narrabri West to Narrabri Yard
- (f) Dubbo – Dubbo Yard Limits
- (g) Narromine – Narromine Yard Limits to Agg Grain
- (h) Junee – Junee Yard to Harefield to Junee Sub
- (i) Port Kembla – Port Kembla to Unanderra and Thirroul
- (j) Bathurst – Bathurst Yard limits to Sealink Siding Blayney
- (k) Tamworth – West Dale (Intermodal terminal) to West Tamworth and Tamworth
- (l) Coffs Harbour – Coffs Harbour to Boambee Beach

SCHEDULE 1: NOTIFICATION OF DISPUTE OR GRIEVANCE

To: _____ Date: _____
Insert Name of Manager to whom Notice is Given

I hereby give notice that I wish to invoke the Dispute Settlement process in Clause 13 of the QUBE Logistics (Rail) Train Crew NSW Workplace Determination 2025.

The details of this Dispute are as follows:

The Decision I wish to dispute is:

The Person who made the decision:

The Date of the decision (if known):

The reasons I wish to Dispute are:

Your Name: _____

Position: _____

Signed: _____

Your work location and Telephone number: _____