



DECISION

Fair Work Act 2009

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

Qube Logistics (Rail) Pty Ltd T/A Qube Logistics Rail
(AG2020/2241)

QUBE LOGISTICS (RAIL) TRAIN CREW NSW ENTERPRISE AGREEMENT 2019

Rail industry

DEPUTY PRESIDENT CROSS

SYDNEY, 11 SEPTEMBER 2020

Application for approval of the Qube Logistics (Rail) Train Crew NSW Enterprise Agreement 2019.

[1] An application has been made for the approval of an enterprise agreement known as the *QUBE Logistics (Rail) Train Crew NSW Enterprise Agreement 2019* ('the Agreement'). The application was made by *Qube Logistics (Rail) Pty Ltd* ('the Applicant') pursuant to s 185 of the *Fair Work Act 2009* ('the Act'). The Agreement is a single-enterprise agreement.

[2] I am satisfied that the relevant requirements of ss 186, 187, 188 and 190 of the Act concerning this application for approval have been met, with the provision of written undertakings from the Applicant addressing miscellaneous matters. Copies of the undertakings are attached to this decision and marked 'Annexure A'. I note that the undertakings are taken to be terms of the Agreement.

[3] The Rail Tram and Bus Union ("the RTBU"), have given notice under s 183 of the Act that they wish to be covered by the Agreement. In accordance with s 201(2) of the Act, I note that the Agreement covers the RTBU.

[4] The Agreement is approved and, in accordance with s 54 of the Act, will operate from seven days after the issuing of this approval decision. The nominal expiry date of the Agreement is 31 March 2023.



[2020] FWCA 4905

DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<AE509003 PR722734>

Annexure A:



RAIL SERVICES

QUBE LOGISTICS (RAIL) PTY LTD
ABN 63 082 313 415

9 Stonny Batter Road
Minto NSW 2566

PO Box 5023
Minto NSW 2568

T: 02 9603 0900
F: 02 9603 0950

qube.com.au

**IN THE FAIR WORK
COMMISSION**

Fair Work Act 2009 (Cth) ("FW Act")

Matter number: AG2020/2241

Employer: Qube Logistics (Rail) Pty Ltd (**Employer**)

Application: Section 185 – Application for approval of a single enterprise agreement, namely the Qube Logistics (Rail) Train Crew NSW Enterprise Agreement 2019 (**Agreement**)

Authorised representative: Daniel Coulton
General Manager Industrial Relations

Undertaking-Section 190

For and on behalf of the Employer I, Daniel Coulton:

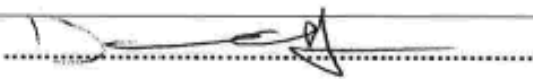
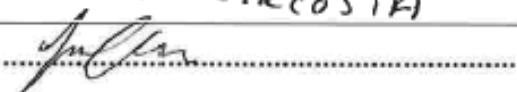
1. declare that I have:
 - a. authority to give this undertaking on behalf of the Employer,
 - b. sought the views of all bargaining representatives for this undertaking pursuant to s 190(4) of the FW Act,
2. understand that each undertaking is to be taken to be a term of the Agreement,
3. acknowledge that:
 - a. Clause 7.7 of the agreement Individual Flexibility will be removed and will be replaced by Model Flexibility Term.
 - b. Clause 12 of the Agreement will be removed and will be replaced by the Model Consultation term.

4. give the following undertaking/s with respect to the Agreement:
 - a. With respect to the clause 21.9 (c) in the Agreement, the clause will be taken to read as follows,

An Employee shall, advise QUBE Logistics (Rail) of his/her inability to attend for work as soon as reasonably practicable. The Employee must advise QUBE Logistics (Rail) of the period or expected period of the leave.
 - b. With respect to the clause 21.15 (a) in the Agreement, the clause will be taken to read as follows,

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:

 - a. Contracts or develops a personal illness that poses a serious threat to his or her life; or
 - b. Sustains a personal injury that poses a serious threat to his or her life; or
 - c. Dies.
 - c. With respect to clause 10.1(e)(ii)- Notice of termination for apprentices, the company does not employ any apprentices however Qube undertakes that in the event it engages apprentices during the life of this agreement apprentices will be entitled to notice upon termination in line with s117 of the act and deletes clauses 10.1(e)(ii) and 10.1 (f)
 - d. With respect to clause 11 Abandonment of employment Qube undertakes that it will pay notice in accordance with s117 of the act.
5. With respect to the reference to the Rail industry Award 2010 in clause 4 of the agreement, Qube undertakes that this be amended to reference the Rail Industry award 2020.
6. With respect to applicable rates of pay for apprentices should they be engaged the company undertakes that they will receive the level 1 rate of pay as per clause 29.2 of the agreement.

Date signed:	26th August 2020
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	Qube Logistics (Rail) Pty Ltd
Signature:	
Witness name:	TINA CIRCOSTA
Witness signature:	

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

QUBE LOGISTICS (RAIL)

Train Crew

NSW Enterprise Agreement

2019

1.	Title	4
2.	Application and Parties Covered	4
3.	Term of Agreement	4
4.	Relationship to Parent Award and NES	5
5.	No Extra Claims	6
6.	Definitions	6
7.	Categories of Employment	8
8.	Redundancy	12
9.	Discipline	14
10.	Termination	15
11.	Abandonment of Employment	17
12.	Consultation and Change	17
13.	Dispute Resolution	19
14.	Superannuation	20
15.	Salary Sacrifice	21
16.	Salary Maintenance	21
17.	Employee Representative	22
18.	Workplace Relations Training	23
19.	Workplace Health and Safety	23
20.	PPE	24
21.	Leave	24
22.	Health Assessments	35
23.	Fatigue Management	37
24.	Drugs and Alcohol	38
25.	Payment for use of Private Vehicle and Travel	38
26.	Temporary Transfer	39
27.	Classification Structure	41
28.	Driver Only Operations (DOO)	42
29.	Wage Increase	45
30.	Hours of Work	46
31.	Rostering Guidelines	48
32.	Rostered Days Off (RDO's)	52
33.	Minimum Shift payments	52

34.	Shift Changes	53
35.	Shift Lengths	55
36.	Meal Breaks	56
37.	Wasted Meal Allowance	57
38.	Higher Duties.....	57
39.	Mandatory Rest Days	57
40.	Intervals Between Shifts	58
41.	Barracks Working	58
42.	Payment of Wages	59
43.	Depot Locations.....	59
44.	Local Working	60
45.	Schedule 1 - Notification of Dispute or Grievance	62
46.	Signature Page.....	63

1. Title

- 1.1 The title of this Agreement is the QUBE Logistics (Rail) Train Crew NSW Enterprise Agreement 2019 (*the Agreement*).

2. Application and Parties Covered

- (a) The persons covered by this Agreement are:
 - (b) QUBE Logistics (Rail); and
 - (c) All employees of the company employed within New South Wales in any classification set out in this agreement
 - (d) It is also intended that upon approval of the Agreement by Fair Work Commission, The Rail, Tram and Bus Union of Australia (RTBU) will be covered by this agreement.
- 2.2 Where an employee is temporary 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. Term of Agreement

- 3.1 This Agreement shall operate from seven days after the date that it is approved by Fair Work Commission and the nominal expiry date is the 31st March 2023
- 3.2 It is the intention of both parties to negotiate in good faith and endeavour to reach agreement as soon as possible. In support of this, the parties agree to commence active discussions to prepare for the agreement renewal 6 months prior to the agreement expiry.
- 3.3 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 Award 2010 or as varied from time to time (the 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. So, for example, the loadings, penalties and allowances in the Award apply to the rates of pay due under the Agreement, rather than the Award rates.
- 4.3 Where there is any inconsistency between the Award and this Agreement, the terms of this Agreement shall prevail.
- 4.4 Provided that if subsequent variations to the Award (including the making of a Modern Award or variation to such Modern Award) during the life of this Agreement are more beneficial to employees than this Agreement, those superior variations (or superior parts of the variation) shall be incorporated into this Agreement and shall prevail over the Agreement to the extent of any inconsistency.
- 4.5 Existing over-award payments and conditions of employment shall also continue to apply as if they were an express term of this agreement, except where the terms of this agreement expressly provide otherwise.
- 4.6 The National Employment Standards ("NES") is a set of minimum employment entitlements prescribed within the *Fair Work Act 2009 (Cth)* ("FW Act").
- 4.7 In summary, the NES provides the following entitlements;
- (a) A maximum average of 38 ordinary hours work per week;
 - (b) An employee with 12 months' service has the right to request a change in working arrangements to assist the employee to care for a child under school age;
 - (c) Up to 12 months unpaid parental leave, with an employee's right to request an extension for a further period of up to 12 months;
 - (d) Four week's annual leave per annum with an additional week for continuous shift workers;
 - (e) Up to 10 days per annum paid personal/carer's leave;

- (f) Up to two days unpaid carer's leave per occasion for casuals and employees who have exhausted their paid carer's leave entitlements.
- (g) Up to two days paid compassionate leave per occasion.
- (h) Paid jury service and unpaid leave for eligible community service activities.
- (i) Long service leave consistent with the relevant federal award provisions.
- (j) Public holidays.
- (k) Notice of termination and redundancy pay;
- (l) The provision of a Fair Work Information Statement to new employees.

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.
- 5.2 No entitlements as contained in this agreement, or over-award payments and conditions of employment, shall be used for the purpose of setting off any other term of this Agreement or Award.

6. Definitions

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

"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.
"CPI Increases"	means the change in the Consumer Price

Index (weighted average of eight (8), capital cities for the Meals out component). This adjustment shall be made annually in the first full pay period following the relevant dates as stated in this Agreement.

"FWC"

means Fair Work Commission.

"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.

"Home Base"

means the employee's appointed Operational base or temporary operational base if working away from home on temporary transfer.

"Hourly Rate"

means the hourly rate applicable to the "Ordinary Hours" component of the Remuneration and includes leave loading.

"Ordinary Hours"

means the number of Ordinary hours worked over a roster cycle necessary to average 76 Ordinary Hours per fortnight over the Duty Cycle.

"WHS Act"

means, as applicable, the relevant Workplace, Health and Safety requirements as provided for in the State in which the company operates.

"Overtime"

means where referred to in this agreement an overtime rate of 1.6 times the employees 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 the full-time employment Ordinary hours of work.

"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.
"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.
"the Act"	means the Fair Work Act 2009
"Train Crew"	means those employed in the Operations stream as described in the classifications in clause 27 of this agreement.

7. Categories of Employment

7.1 General Principles and Undertakings

- (a) QUBE Logistics (Rail) shall use its best endeavors to ensure that full time employment is the principal form of employment. and will ensure that at least 70% of employees covered by this agreement will be full-time employees. Further, subject to the provisions contained in this Agreement, no Employee shall have their form of employment altered without agreement of the affected Employee(s).

7.2 Notwithstanding the above, QUBE Logistics (Rail) may offer employment on one or more of the types of employment described below.

7.3 Full Time Employees

- (a) 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.

7.4 **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:

- (i) Be engaged for no fewer than six (6) hours per engagement;
- (ii) Be entitled to pro rata accruals with respect to annual and long service leave;
- (iii) Have the minimum number of hours agreed to in writing

and may agree to work additional hours at ordinary rates up until the employee reaches 76 hours in a duty cycle.

- (iv) Actual hours worked will be paid each fortnight and any hours worked past 76 hours in a duty cycle will occur standalone overtime of 1.6 the employees normal rate.

7.5 Casual Employees

- (a) 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%
- (b) The loading constitutes part of the casual employee's all-purpose rate.
- (c) 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.
- (d) Actual hours worked will be paid each fortnight and any hours worked past 76 hours in a duty cycle will occur standalone overtime of 1.6 the employees all-purpose rate.
- (e) Upon initial engagement, QUBE Logistics (Rail) 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
- (f) QUBE Logistics (Rail) 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.
- (g) 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, QUBE Logistics (Rail) will

review its business requirements and shall appoint on the basis that the employee has met merit and performance requirements. QUBE Logistics (Rail) will provide a letter to the employee requesting if the employee prefers to be employed full time or remain a casual employee.

- (h) Casual Employees shall not be entitled to:
 - (i) 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 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 21.5; or
 - (iv) Redundancy payments.

7.6 Fixed term employment

- (a) Fixed 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 labor is subject to the consultation clause of this Agreement.

7.7 Individual Flexibility Agreement

- (a) Notwithstanding any of the other provisions in this Agreement, QUBE Logistics (Rail) and an individual Employee may agree to vary the application of terms of this Agreement to meet the genuine individual needs of QUBE Logistics (Rail) and the individual Employee. The terms of the Agreement and the individual Employee may agree to vary are those concerning:
 - (i) Arrangements for when work is performed;

- (ii) Overtime rates; and
 - (iii) Penalty rates.
- (b) QUBE Logistics (Rail) and the individual Employee must have genuinely made the agreement without coercion or duress.
- (c) The agreement between QUBE Logistics (Rail) and the individual Employee must result in the Employee being better off overall than the Employee would have been if no individual flexibility agreement had been agreed to.
- (d) The agreement between QUBE Logistics (Rail) and the individual Employee must also:
 - (i) Be in writing, name the parties to the agreement, be signed by QUBE Logistics (Rail) and the individual Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;
 - (ii) State the date the agreement commences to operate;
 - (iii) State each term of this Agreement that QUBE Logistics (Rail) and the Employee have agreed to vary;
 - (iv) Detail how this Agreement has been varied; and
 - (v) Detail how the arrangement meets the Better Off Overall Test (BOOT).
- (e) QUBE Logistics (Rail) must give the individual Employee a copy of the agreement within 14 days.
- (f) Any agreement made pursuant to an IFA may be terminated:
 - (i) By QUBE Logistics (Rail) or the individual Employee by giving four weeks' notice of termination, in writing, to the other party; or
 - (ii) At any time, by written agreement between QUBE Logistics (Rail) and the individual Employee.
- (g) The right to make an agreement pursuant is in addition to, and is not intended to otherwise affect, any provision for an agreement between QUBE Logistics (Rail) and an individual Employee contained in any other term of this Agreement.

8. Redundancy

8.1 Redundancy occurs where an employer 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 person/s within these roles.

8.2 Redundancy Process

- (a) QUBE Logistics (Rail) agrees that for the life of this agreement, all possible steps will be taken to avoid forced redundancies of employees covered by this agreement.
- (b) Where a redundancy scenario may lead to termination of employment, QUBE Logistics Rail shall hold discussions with the location/s affected and their nominated representative.
- (c) Shall call for expressions of interest in suitable alternative employment and/or voluntary redundancy where appropriate from other employees. QUBE Logistics (Rail) has the right to accept or reject expressions of interest from individual employees.
- (d) In the event that suitable alternative employment and/or voluntary redundancy does not exceed the number required
- (e) QUBE Logistics (Rail) shall explore opportunities for suitable alternative employment.
- (f) 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 employees concerned.
- (g) For the purpose of the discussion QUBE Logistics (Rail) 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.
- (h) QUBE Logistics (Rail) will base its decisions dependent upon duration of employment, skill, performance and competency levels required in order to operate its business.
- (i) The selection criteria as defined in 8.2(h) will be used and the company will advise the RTBU of the employees who will be

selected for redundancy prior to effecting any terminations. Redundancy's will be on a genuine case basis only as determined by the criteria outlined in clause 8.2(h).

- (j) 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, the following amount of pay based on the same definition of "week's pay" – meaning 38 hours 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	3 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 weeks' 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 employer 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 QUBE Logistics (Rail), 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 QUBE Logistics (Rail).

- (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 employer, 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, 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 QUBE Logistics (Rail) 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, QUBE Logistics (Rail) may suspend the Employee with pay. QUBE 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, QUBE Logistics (Rail) 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, QUBE Logistics (Rail) 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 QUBE Logistics 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 employees file for 24 months maximum.
- (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 employer must give to the employee the following notice:

Period of Service	Period of Notice
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	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 week's 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 willful misconduct;
 - (ii) to apprentices or 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;
 - (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 an employer, 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) week's pay in lieu of notice.

10.3 Job Search Entitlement

- (a) Where an employer 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 employer.
- (b) Where an employee has given notice to the Employer, the employee will not be entitled to Job Search provision.

10.4 Statement of Employment

- (a) Immediately upon termination of employment the employer 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 QUBE Logistics (Rail) confirming the termination, QUBE Logistics (Rail) 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, QUBE Logistics (Rail) shall confirm the termination.

12. Consultation and Change

12.1 QUBE Logistics (Rail) to notify

- (a) When QUBE Logistics Rail makes a definite decision to introduce a major change or terminations for reasons of economic, technological, structural or changes to the workforce that are likely to have "significant effects" on employees, QUBE Logistics (Rail) shall inform the affected employees and the employees representative.
- (b) "Significant Effects" include:
 - (i) Termination of employment;
 - (ii) Major changes in the operation or size of the workforce or in the skills required;
 - (iii) The elimination or reduction in job opportunities;
 - (iv) Promotion opportunities or job tenure;
 - (v) The alteration of hours of work;

- (vi) The need for retraining or transfers of employees to other work or locations; and Restructuring of jobs.
- (c) Provided that where this agreement makes provision for alteration of any of the matters referred to above, an alteration shall be deemed not to have "significant effect".

12.2 QUBE Logistics (Rail) to discuss

- (a) QUBE Logistics (Rail) shall discuss with the affected employees the effects;
 - (i) The changes are likely to have on employees;
 - (ii) The measures to avert or mitigate the adverse effects of such changes on employees; and
 - (iii) Shall give prompt consideration to matters raised by the employees.
- (b) The discussions shall commence as early as practicable after a definite decision has been made by QUBE Logistics (Rail) to make the changes referred to above in clause 12.2 (a).
- (c) For the purposes of such discussion, QUBE Logistics (Rail) shall provide in writing to the employees, all relevant information about the changes including:
 - (i) The nature of the changes proposed;
 - (ii) The expected effects of the changes on employees; and
 - (iii) Any other matters likely to affect employees.
- (d) Provided that QUBE Logistics (Rail) shall not be required to disclose confidential information, of which the disclosure would be contrary to the interests of QUBE Logistics (Rail).
- (e) In the event of a disagreement, the Dispute Resolution process outlined in Clause 13 will apply.

12.3 Consultation about changes to rosters or hours of work

- (a) Where QUBE Logistics (Rail) proposes to change an employee's master roster or ordinary hours of work, QUBE Logistics (Rail) shall consult in with clause 31.1.

13. Dispute Resolution

- (a) In the event of a dispute about a matter arising under this agreement or other Workplace change in the first instance the employee/s must attempt to resolve the matter in the workplace by discussions between the employee or employees concerned and the relevant QUBE Logistics (Rail) Supervisor or Local Manager.
- (b) If the issue cannot be concluded, a Notice of Dispute must be lodged with the relevant QUBE Logistics (Rail) Supervisor or Local Manager.
- (c) The Local Manager will consider the issues raised and will respond to the Employee 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 employee/s can then escalate the matter to the Train Crew Manager.
- (e) The Train Crew Manager will consider the issues raised and respond to the Employee/s 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 matter 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 representative may include a Union.

14. Superannuation

- 14.1 QUBE Logistics (Rail) will make contributions to a complying superannuation fund nominated by an employee in accordance with its obligations under the *Superannuation Guarantee (Administration) Act 1992* (as amended). If an employee does not nominate a complying fund, QUBE Logistics (Rail) will direct its contributions to Australian Super Industry Fund on their behalf. An employee may change their nominated fund to another complying fund once in any 12-month period.
- 14.2 All those employees who wish to make salary sacrifice contributions will be entitled to do so in accordance with item 15 in this agreement.
- 14.3 The employer 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, QUBE Logistics

Rail will continue to pay only these 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. Salary Maintenance

- 16.1 **Existing Employees on Salary Maintenance**
- (a) Employees who entered salary maintenance pursuant to POTA EA, South Spur, Southern & Silverton and IRA Enterprise agreements will continue to receive salary maintenance on the same basis as was provided in those respective clauses.
 - (b) Owing to performance or loss of qualifications/competencies, or a genuine reason to relocate an employee, QUBE Logistics

(Rail) reserves its right to regress the employee to a lower grade.

- (c) In accordance with clause 16.1(b), an employee's receiving salary maintenance through the application of this clause shall be required to accept a reasonable offer for appointment to a position that has an applicable salary equal to or greater than their maintained salary. Reasonable within this context will have regard to consideration of the skills, knowledge and experience possessed by the Employee and those required for the proposed position. Reasonable will also be considered within the context of the location of the proposed position.
- (d) Where an Employee rejects a reasonable offer for appointment under this, their salary will revert to that for the position that they are actually occupying.

17. Employee Representative

- 17.1 QUBE Logistics (Rail) 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.
- 17.2 It is further recognised that workplace delegates represent union members at the workplace and will be allowed reasonable time as agreed by the employer to attend to any work-related matters, on behalf of union members and must advise their supervisor prior to attending to any such matters
- 17.3 QUBE Logistics (Rail) 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 a workplace delegates 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.
- 17.4 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 QUBE Logistics (Rail) will not unreasonably refuse to approve such leave but is dependent upon business and operational requirements.
- 17.5 QUBE Logistics (Rail) 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.

- 17.6 Special paid leave will be granted to employees of QUBE Logistics (Rail) 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
 - (e) Divisional Council
- 17.7 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 17.6 and are required by the Union to attend the meeting. This documentation must also include the duration of the meeting.

18. Workplace Relations Training

- 18.1 Workplace relations training is specifically targeted at maintaining harmonious workplace relations between QUBE Logistics (Rail) and its Employees.
- 18.2 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.
- 18.3 QUBE Logistics (Rail) will allow paid release of employees for such training, provided it does not interfere with business and operational requirements.

19. Workplace Health and Safety

- 19.1 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.
- 19.2 QUBE Logistics (Rail) allows any form of legislative consultation concerning health and safety to occur. In addition, QUBE Logistics (Rail) provides a

consultation structure through area WHS committees from which information is communicated to and from the business division.

- 19.3 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.
- 19.4 QUBE Logistics (Rail) 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. QUBE Logistics (Rail) 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.
- 19.5 Employees must ensure that they perform their jobs safely with a duty of care to themselves and to other Employees.
- 19.6 Employees must attend for duty fit and able to safely perform their duties. Employees must comply with QUBE's policy and procedures, including those related to drugs and alcohol.
- 19.7 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.

20. PPE

- 20.1 QUBE Logistics (Rail) 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 parties uniform, may result in disciplinary action.
- 20.2 QUBE Logistics (Rail) will replace uniforms, protective clothing and equipment on a "*fair wear and tear*" basis.

21. Leave

21.1 Annual Leave

- (a) Employees are entitled to Annual Leave in accordance with the 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 QUBE Logistics (Rail).
- (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 Employees accrual of annual leave, at thirty-eight (38) hours per week.
- (e) Where a public holiday falls during a period of annual leave, QUBE Logistics (Rail) 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, QUBE Logistics (Rail) will develop rosters, in consultation with affected Employees. Employees must take leave in accordance with leave rosters. Employees may, subject to approval by QUBE Logistics (Rail), 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 QUBE Logistics (Rail). Subject to these conditions, QUBE Logistics (Rail) will not unreasonably withhold approval.
- (g) In the event that an employee has more than 190 hours 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 190 hours. QUBE Logistics 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 QUBE 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 QUBE Logistics (Rail) 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 Act provides a more favorable outcome for Employees than the entitlements in this clause, then The 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 2200hrs the day before the Annual Leave starts and will resume at 0600 the day after the Annual Leave.
 - (ii) In the event that an Employee agrees to work past 2200hrs, then all hours worked past 2200hrs will be paid at the standalone overtime rate of the Employee's hourly rate.

21.2 Commencing Annual Leave

- (a) Employees must be signed off duty no later than 2200 the day previous to commencing annual leave.

21.3 Returning From Annual Leave

- (a) Train Crew employees are to be rostered on after the hours of 0600 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 normal time 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.

21.4 Cashing Out of Annual Leave

- (a) Employees may, with the agreement of QUBE Logistics (Rail), cash out accrued annual leave as follows:
 - (i) Each request made by an Employee must be agreed to in writing by QUBE Logistics (Rail); and,
 - (ii) An Employee may only cash out accrued annual leave in excess of the equivalent of one (1) years entitlement. That is, after cashing out, an Employee must have no fewer than the equivalent of one (1) years 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 1200 on Friday (per duty cycle).

21.5 Public Holidays

- (a) Due to the nature of the work performed by QUBE Logistics (Rail), 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; Queen'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 Act.

21.6 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 standalone payment of 7.6hrs (if you sign on twice on the same public holiday, you will only receive 1 standalone payment of 7.6hrs 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 QUBE Logistics (Rail), 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.

21.7 RDO on a Public Holiday:

- (a) Where a public holiday falls on an RDO all Employees shall receive a standalone payment of 7.6 hours.
- (b) Where a public holiday falls during a period of annual leave and/or LSL, QUBE Logistics (Rail) 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 QUBE Logistics) 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 standalone public holiday payment will be forfeited as per clause 21.7(a)

21.8 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 QUBE Logistics (Rail) 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 QUBE Logistics (Rail) 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) QUBE Logistics (Rail) 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) QUBE Logistics (Rail) 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.

21.9 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) An Employee shall, advise QUBE Logistics (Rail) of his/her inability to attend for work as soon as reasonably practicable during the hours of 10pm and 6am. For all other times, at least 4 hours must be given or as reasonably practicable. The employee must state the estimated duration of absence.
- (d) An Employee must advise QUBE Logistics (Rail) 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) 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 you were rostered to work into that day.
 - (v) For each instance of personal/carer's leave without a medical certificate exceeding 3 days per 12-month period
- (e) If a medical certificate is not reasonably practicable to do so, a statutory declaration made by the employee must be provided.
- (f) If a QUBE Logistics (Rail) manager doubts whether an Employee's previous absences from work are due to genuine illness or injury, the Employee may be required to attend a QUBE allocated doctor in conjunction with clause 21.10.
- (g) Unless provided for in this clause, the operation of personal/carer's leave will be in accordance with the provisions of The Act. This includes, but is not limited to, provisions of The 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 7.6hrs for each shift the employee was available to work excluding RDO's up to a maximum of 38hrs 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.

21.10 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 QUBE Logistics (Rail) 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 QUBE Logistics (Rail). QUBE Logistics (Rail) will meet the cost of examination and any travelling costs.

21.11 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.

This provision only applies for illness. It does not apply to injuries sustained on long service leave.

21.12 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, QUBE Logistics (Rail) 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 QUBE Logistics (Rail) 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 / carer's 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.

21.13 Unpaid Carers Leave

- (a) The entitlement to Unpaid Carer's Leave will be in accordance with The 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 QUBE Logistics (Rail).
- (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 QUBE Logistics (Rail) 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.

21.14 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) Leave will be provided until an arrangement can be made to attend an assessment by the company nominated Medical Counselor
 - (iv) The amount of leave then required will be determined by the company nominated Medical Counselor.
- (b) Trauma leave will be paid at the employee's rate of pay.

21.15 Compassionate Leave

- (a) On the death of, or in the event of a life-threatening illness or injury to, an employee's spouse, parent, sibling, parent in law, grandparent, child or stepchild, they will also be entitled to compassionate leave not exceeding two (2) days. Additional personal leave may be taken if required by the employee. The rules for the taking of Compassionate leave are in accordance with the Act.
- (b) Compassionate leave will be paid at the ordinary rate of pay.

21.16 Parental Leave

- (a) The following Parental Leave is provided to Employees who have at least twelve (12) months continuous service:
 - (i) Maternity leave: A maximum of fifty-two (52) weeks leave made up of six (6) weeks paid leave and forty-six (46) weeks unpaid leave;
 - (ii) Paternity leave: A maximum of fifty-two (52) weeks leave made up of one (1) week paid leave and fifty-one (51) weeks unpaid leave.
- (b) Employees are entitled to Parental Leave in accordance with the relevant provisions of The Act which, for the avoidance of doubt, includes Adoption Leave.
- (c) Where paid forms of leave, i.e. annual leave, long service leave, are taken in conjunction with Parental Leave, the total duration of leave cannot exceed fifty-two (52) weeks.
- (d) Paid Parental leave shall be paid at the Employee's normal rate of pay.

21.17 Leave Without Pay

- (a) QUBE Logistics (Rail) 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.

21.18 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.

21.19 **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. QUBE Logistics (Rail) will not unreasonably withhold such approval.
- (c) Special leave is paid at the normal rate of pay.

21.20 **Defence Leave**

- (a) QUBE Logistics (Rail) will provide unpaid leave for defence force reservists in accordance with the requirements set out in the Defence Reserve Service (Protection) Act 2001

22. **Health Assessments**

22.1 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 and QUBE Logistics (Rail) will pay cost of the medical assessment including all required tests up to the "*Determination*". In addition, QUBE Logistics (Rail) 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;
 - (ii) Fit for Duty subject to Review;
 - (iii) Fit for Duty subject to Job Modification;
 - (iv) Temporarily Unfit for Duty Subject to Review; or
 - (v) Permanently Unfit for Duty.
- (b) If further tests are required following the Determination, QUBE Logistics (Rail) 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, QUBE Logistics (Rail) 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.

22.2 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 duty cycle and will only consist of the medical only.

- (d) For Pre-employment and Periodical medicals, the employer requires under its safety management system for the employee to undergo Drug and Alcohol testing.

23. 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. QUBE Logistics (Rail) 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) QUBE Logistics (Rail) 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.
- (ii) For any major changes to the QUBE 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 QUBE's competency policy (PCE 105)
- (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 the relevant state appendices to this agreement

24. 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) QUBE Logistics (Rail) employees are responsible for ensuring they conform to the requirements of QUBE's Drug and Alcohol Policy/Procedure.
- (c) QUBE Logistics (Rail) may review its Drug and Alcohol Policy/Procedure throughout the life of this agreement, however the procedure must always comply with QUBE's rail accreditation. The current process calls for urine testing in all instances.
- (d) The National Regulations stipulates that 25% of rail safety workers must be randomly tested using prescribed approved methods including breath testing and or urine 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

25. Payment for use of Private Vehicle and Travel

- 25.1 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 kilometers, commute to new sign-on/sign-off point 12 kilometers - reimbursement for 5 kilometers 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 kilometers used.
- (c) In the case of a motor vehicle the cost reimbursed shall be at the rate per kilometer 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.

26. 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) QUBE Logistics (Rail) 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) QUBE Logistics 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) For the Cobar working (Dubbo Crews), the current practice will remain unless changed with consultation as per clause 12.
- (j) When temporarily transferred, the Employee has the option of an expense allowance or reimbursement of reasonable expenses associated with temporary location transfer. Employees may elect to receive the allowance in advance upon request.
- (k) Employees who are temporarily transferred to a location which does not permit them to return to their Home Base daily shall have their accommodation organized and paid by the company and an living away from home allowance of \$127.71 (which will increase with the September CPI increase each year) will be paid as the daily meal allowance for each calendar day or part thereof away from their Home Base.
- (l) Where accommodation is arranged by QUBE Logistics (Rail), such accommodation shall be of no less than three and ½ star rating. An employee may also elect to choose their own accommodation whilst working away from their home base.
- (m) Where Train Crew Employees have been temporarily transferred and would be entitled to living away from home allowance under this clause and the barracks meal allowance, such Employees will only be entitled to the living away from home allowance.

27. 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 Level 1, 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 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	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. (cert 4) 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. 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.
Level 6 Driver Specialist	At this level, the selected employee must indicate their preparedness to participate in a formal performance appraisal and will have already demonstrated and must continue to demonstrate: <ul style="list-style-type: none"> • Be requested to act in various supervisory, management and leadership roles • Have an advanced understanding in terms of the business, equipment, routes, operational functions and tasks that are fundamental to the success of the business • Engagement and successful participation in special duties associated with depot operations and tasks including specific projects that go to the enhancement of depot operation efficiencies. This may include customer meetings, business improvement focus groups, investigations and procedural reviews • Advanced knowledge and leadership in safe working practices, superior performance, attitude, behaviour and communication / motivational qualities befitting one aspiring to a future leadership role in the workplace • An ability to identify, develop and implement improvements in operational practices and procedures

28. Driver Only Operations (DOO)

- (a) The Company may only introduce driver only shunting, local and mainline duties within their operations where safe working regulations allow.
- (b) The Company will facilitate involvement by the employees and their representatives wherever the Company wishes to introduce DOO.
- (c) DOO shall be a rostering and operational option whenever DOO conditions are satisfied and agreed.

In particular:

- DOO only to operate in yards and routes certified for the operation.
- On and off train communications, with all operators, operating over the Corridor having compatible communications.
- Emergency call function, direct to Train Control.
- Driver Only locomotives that are of the standard as agreed to by the parties to this agreement.
- Accreditation by the relevant regulators and track owners for infrastructure, communications, and safe working arrangements applicable to Driver Only Operations.
- Operating procedures applicable to Driver Only Operations
- Emergency procedures applicable to Driver Only Operations
- End of Train monitoring Device, as accepted by the appropriate Network Owner/s.
- Penalty Brake application alarm to a nominated control point eg. Customer Service Centre.
- Deadman device technology as accepted by the appropriate Network Owner/s.

28.2 Mainline Work

- (a) DOO Main line shift lengths will be negotiated prior to commencement of DOO.
- (b) The minimum amount of time spent in barracks (or rest away from home) for DOO mainline shifts will be 10 hours.
- (c) Start times for shifts should be held constant over a run of consecutive shifts during a week where possible. Where it is not possible shift start times should move in a forward direction.
- (d) Any one week (i.e. one line of the roster) containing mainline DOO shifts shall not exceed 40 hours.
- (e) Rosters for mainline DOO shall be based on the timetabled train running time.
- (f) The Hours of operation for Driver Only Operation shall be subject to the consultative process as prescribed for in this agreement and industry fatigue management principles.

28.3 DOO Implementation

- (a) The parties agree to a staged implementation of driver only mainline operations within the Companies Operations. The parties recognise the need for local driver depots to be involved in all aspects of the implementation.
- (b) There shall be no forced redundancies or relocations as a result of the introduction of Driver Only Operation.
- (c) DOO shunting will be implemented at all sites in accordance with this Agreement.
- (d) DOO mainline relief will be implemented in all corridors, in accordance with this Agreement.

28.4 Procedures for Tests and Trials of Driver Only Operated Trains

- (a) The procedures are as follows: -
- (b) Total involvement of employees and their representatives
- (c) DOO Tests are conducted by taking a normal train with its full crew and picking a location and time where a fault is simulated in order to test a specific procedure. For the test the train goes to DOO mode, and one crew member carries out the procedure being tested. When concluded the train reverts to normal operation.

- (d) Corridor DOO Tests are conducted by running a normal train under DOO conditions through a corridor or nominated section/s. The local DOO committee shall determine that, when the test is conducted, the second person accompanies the test driver in the leading cab, trailing cab or following the test train in a motor vehicle. Should any operational incident arise the test is then cancelled, and the working reverts to (normal) two driver operation.
- (e) Agreement to be reached by the local DOO committee on DOO relief points, test and trial locations and sections.
- (f) Ensure all urban and regional emergency services, personnel (SES, CFA, police etc) are aware of and accept the agreed procedures relating to emergencies.
- (g) That there is clear and unimpeded track access for emergency services on all DOO corridors.
- (h) Signal sighting committees to be established with their terms of reference being to ensure;
 - (i) - all signals can be clearly seen from the driving seat.
 - (ii) - all speed limits can be clearly seen from the driving seat.
 - (iii) - all level crossings can be clearly seen from the driving seat.
 - (iv) - no obstructions (such as branches, awnings, cuttings, curves etc.) to driver's views.

28.5 QUBE will monitor and review the fatigue management issues.

- (a) Fatigue management is recognised as a critical factor with DOO, and all depot rosters and DOO shifts, in particular, will be examined for incidents and levels of fatigue and dealt with through the roster variation process.

28.6 DOO may be employed for both rostered and un - rostered duties such as shunting, local and trip working, stabling and preparing locomotives, mainline relief of late running trains and any other operational circumstances that meets DOO conditions. DOO Local shifts will be rostered to a maximum of 10 hours (sign on to sign off).

28.7 Driver Only local working / shifts are not to be performed in situations / locations where the driver may become isolated, and thus place themselves in a potentially unsafe situation.

29. Wage Increase

29.1 Wage rate for all classifications

- (a) 6% from the 1st May 2020
- (b) 3.5% from the 1st April 2021
- (c) 3.5% from the 1st April 2022

29.2 Rate of Pay

Classification	Current Rates	1 st May 2020	1 st April 2021	1 st April 2022
Level 1		6% increase	3.5% increase	3.5% increase
Normal Rate	\$29.52	\$31.2912	\$32.3863	\$33.5198
Overtime Rate	\$47.23	\$50.0638	\$51.8160	\$53.6235
Casual Rate	\$36.90	\$39.114	\$40.4829	\$41.8998
Overtime Casual Rate	\$59.04	\$62.5824	\$64.7727	\$67.0397
Level 2				
Normal Rate	\$32.96	\$34.9376	\$36.1604	\$37.4260
Overtime Rate	\$52.74	\$55.9044	\$57.8610	\$59.8861
Casual Rate	\$41.20	\$43.672	\$45.2005	\$46.7825
Overtime Casual Rate	\$65.92	\$69.8752	\$72.3200	\$74.8312
Level 3				
Normal Rate	\$35.70	\$37.8420	\$39.1664	\$40.5372
Overtime Rate	\$57.12	\$60.5472	\$62.6663	\$64.8596
Casual Rate	\$44.63	\$47.3078	\$48.9635	\$50.6772
Overtime Casual Rate	\$71.41	\$75.6946	\$78.3439	\$81.0859
Level 4				
Normal Rate	\$45.31	\$48.0286	\$49.7096	\$51.4494
Overtime Rate	\$72.50	\$76.8500	\$79.5397	\$82.3235
Casual Rate	\$56.64	\$60.0384	\$62.1397	\$64.3145
Overtime Casual Rate	\$90.62	\$96.0572	\$99.4192	\$102.8988
Level 5				
Normal Rate	\$47.07	\$49.8942	\$51.6404	\$53.4478
Overtime Rate	\$75.31	\$79.8346	\$82.6288	\$85.5208
Casual Rate	\$58.84	\$62.3704	\$64.5533	\$66.8126
Overtime Casual Rate	\$94.14	\$99.7884	\$103.2805	\$106.8953

Level 6				
Normal Rate	\$53.20	\$56.3920	\$58.3657	\$60.4085
Overtime Rate	\$85.12	\$90.2272	\$93.3851	\$96.6535
Casual Rate	\$66.50	\$70.4900	\$72.9571	\$75.5106
Overtime Casual Rate	\$106.40	\$112.7840	\$116.7314	\$120.8170

29.3 Rate of Pay for Specific Duties

- (a) An increase of 9% in rate will apply to all crew when performing Push Pull operations.
- (b) An increase of 9% in rate for shunting and 18% for main line will apply to all Train Crew when performing DOO operations.

29.4 Any employee that was on a higher rate of pay before this Enterprise Agreement was certified will maintain their current rate of pay until such time that the rate of pay within their classification of this agreement equals or better this agreement.

30. Hours of Work

30.1 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 duty cycle.

30.2 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 Act.

30.3 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 overtime penalty rates of 1.6 standalone.

30.4 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 regard 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 QUBE Logistics 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 Duty Cycle ending immediately before the Employee is required or requested to work the additional hours; and any other relevant matter

30.5 **Training**

All employees will undertake training on the following basis:

- (a) All training shifts must be rostered by QUBE Logistics.
- (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) QUBE Logistics will ensure best endeavors 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) QUBE Logistics will attempt to roster at least 3 months in advance, but not less than 1 month that a qualification will expire.

31. Rostering Guidelines

31.1 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) QUBE Logistics in consultation and agreement with the local rostering committee will develop and modify Master Rosters consistent with operational and business requirement.
- (c) The number of QUBE Logistics 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 Duty Cycle with a fair distribution of work not exceeding 76 ordinary hours per Duty Cycle.
- (f) Rosters shall be arranged to provide the maximum number of complete weekends rostered off duty which shall 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 1600 hours Friday to 0600 hours Monday. Where late running service impacts beyond 1600, the Employee is to agree to work beyond 1600hrs and all time worked past 1600hrs will be paid at the standalone 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 standalone overtime rate.

31.2 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 RDO's for that fortnight, and then both employees fill in the Roster Change Form.
- (b) QUBE Logistics 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 QUBE Logistics must inform the employee as to why it was declined.

31.3 Types of Master Rosters

- (a) Full forecast – includes all sign on/off times and RDO's
- (b) Blank line – includes RDO's 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.

31.4 Working Rosters

- (a) The working roster will be posted prior to 1600hrs 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 1600hrs Thursday and informed as to when the roster will be posted but must be posted by 1600hrs of the Friday.

- (i) The Working Roster will be posted weekly and inclusive of all sign on/off times, barracks working and may include Available Days.
- (b) 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.
- (c) 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.

31.5 Available to Work (avail)

- (a) Available days may only be used once during the Duty cycle.
- (b) An Available Day is an Open Day where employees are expected to be available to Work.
- (c) 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 31.7.
- (d) 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.
- (e) 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 standalone rates applicable, unless advised outside of the advice periods.
- (f) If requested and agreed, an employee may sign on twice on an Available Day. The second shift will be at Standalone Overtime.
- (g) 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.
- (h) If requested to work on an Available Day and the shift then cancels, clause 34.4 applies. Clause 31.5(a) also applies in that this Available Day has now been used once during the Duty Cycle.

31.6 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 34.

31.7 Advice Periods.

- (a) AM Shift (0000-0600hrs) Notification Period shall be between 0900 and 1100hrs the day prior to shift commencing.
- (b) PM Shift (0600-2359hrs) Notification Period shall be between 1500 and 1700hrs 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 standalone overtime rates.

31.8 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 1700hrs the day prior, no standalone 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 QUBE Logistics Rail by 1700hrs.
- (d) If the employee doesn't return the phone call or message, QUBE Logistics Rail will then manage the issue as refusal of duty and may deduct 7.6hrs from the duty 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. Eg. Public Holidays.

32. Rostered Days Off (RDO's)

- 32.1 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.
- 32.2 There must be at least 4 RDO's per fortnight, unless by way of mutual agreement by the affected employee/s and QUBE Logistics Rail by the use of the Roster Change Form 2 weeks prior to the posting of the Working Roster.
- 32.3 Single rostered days off should be avoided wherever possible in favour of grouping of such days off.
- 32.4 Defining the dimensions of RDO's
- (a) RDO's will commence from 0001 and conclude at 0600 the following day, each additional day will be in blocks of twenty-four (24) hours duration following the duration of the initial RDO at 0600 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. E.g. If an employee on an RDO (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 normal time as part of the duty cycle.
- 32.5 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 standalone overtime payment for all hours that infringe the RDO.

33. Minimum Shift payments

- 33.1 The actual working time credited to the Duty Cycle for shifts worked will be the greater of the actual hours worked or 6 hours for all Employees.
- 33.2 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 duty 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.
- (c) Employees who sign off earlier than their rostered shift, will only be credited for the hours worked or 6 hours, whichever is higher.

34. Shift Changes

34.1 Shift Changes on Master Roster

34.2 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 QUBE requests to change a Shift/s, QUBE will consult and obtain agreement with the employee/s with at least 2 days' notice.
- (d) QUBE Logistics 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 QUBE Logistics must inform the employee as to why it was declined.

34.3 QUBE Logistics 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.

34.4 Cancelled Shifts

- (a) As much notice will be provided when a shift is cancelled and a credit of 7.6 towards the duty 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 7.6hrs will go towards the duty 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 7.6hrs will be credited towards the duty cycle.
- (d) If an overtime shift cancels, with less than 4 hours notice, than a standalone payment of 7.6 hours will apply (not O/T rates)

34.5 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 2hr 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, standalone overtime rates will apply for the difference, which includes any shift including barracks working / overtime shift. (E.g. original sign on 1000hrs asked to lay back to 1800hrs – difference = 4hrs, will be paid as standalone O/T) This is a standalone 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 for that shift towards the duty 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 QUBE Logistics will arrange for Train Crews to be transported back to their home depot, after having the minimum rest period as per clause 40.

34.6 Types of alterations;

- (i) Sign on Location Change (Sydney Only)
- (ii) Mainline to Shunt/Local/Shuttle or visa versa
- (iii) Lift Up/Lay Back
- (iv) Cancelled Shifts

- 34.7 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).
- 34.8 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 standalone overtime.
- 34.9 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 standalone overtime rates. This clause overrides the provisions in clause 34.7.

35. Shift Lengths

- 35.1 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
DOO	Mainline or Shunting	9hrs

35.2 Trainees/Freelance crew members:

- (a) 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.

35.3 If any employee mutually agrees to work past the rostered shift, then a standalone overtime payment for all time over the rostered shift is to be paid.

35.4 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.

36. Meal Breaks

36.1 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.
- 36.2 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.
- 36.3 On driver only trains the meal break will occur between the 3rd and 5th hours following consultation with a supervisor or train controller.

37. Wasted Meal Allowance

- 37.1 Where a meal cannot be taken a payment of \$28 (Wasted Meal) for any genuine cases must be submitted on the TRACKO

38. Higher Duties

- 38.1 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.
- 38.2 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.
- 38.3 In the situation where Employees are working in a Higher Duties capacity for the whole of the Duty Cycle, then their excess hours will also be paid at the higher duties rate.
- 38.4 9.2 and 9.3 does 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

39. Mandatory Rest Days

- 39.1 A Mandatory Rest Periods will be provided after having worked eleven (11) consecutive shifts.
- 39.2 Mandatory Rest Periods shall conform to the same conditions as an RDO, as outlined in the RDO Clause.
- 39.3 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 Duty Cycle

40. Intervals Between Shifts

- 40.1 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.

41. Barracks Working

- 41.1 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 40hr pattern span from their sign on time at the home base. All hours past the 40hr pattern span will be paid as standalone overtime.

- 41.2 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.

41.3 Barracks Detention

- (a) Rest Detention shall commence 12 hours after Train Crew have signed off at a rest location at standalone 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.

41.4 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) \$32.00 from certification of the Agreement
 - (ii) \$32.75 from the 1st April 2021

(iii) \$34.25 from the 1st April 2022

42. Payment of Wages

- 42.1 Wages shall be paid in accordance with the Act fortnightly,
- (a) Guarantee payment of 76hrs,
 - (b) Any excess hours for the cycle
 - (c) Any RDO worked.
 - (d) Any allowances applicable.
- 42.2 Wages shall be paid by electronic funds transfer into an employee nominated bank (or other recognised financial institution).
- 42.3 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.

43. Depot Locations

- 43.1 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.
- 43.2 **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.
- 43.3 **Below is the list of locations which represents the home depot.**
- (a) Moss Vale
 - (b) Sydney – Minto, Yennora, Moorebank, Cooks River and Botany.

- (c) Newcastle
- (d) Werris Creek
- (e) Narrabri
- (f) Dubbo
- (g) Narromine
- (h) Junee
- (i) Parkes
- (j) Blayney
- (k) Port Kembla

43.4 The above list reflects the known home depots at the time of negotiating this agreement. QUBE reserves the right to create additional compliant home depots to suit operational requirements as per the consultation in Clause 12

43.5 Where an Employee finishes work at a location that is different to the sign on location, QUBE 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.

44. Local Working

44.1 Local working is defined as your tasks involve you 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) Parkes – Parkes Yard to Parkes Sub to Goobang

45. 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 and RTBU Enterprise Agreement 2019.

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: _____

46. Signature Page

Signed on behalf of QUBE Logistics Rail Pty Ltd ACN 63 082 313 415 by its authorised representative:

	Dan Carlton, LV 27, 45 Clarence St, Sydney.	
Signature	Name and Address	
GM Industrial Relations	27-7-2020	
Position / Capacity	Date	
	27-7-2020	LV 27, 45 CLARENCE ST, SYDNEY.
Witness Signature and Date	Name and Address	

Signed on behalf of the Australian Rail, Tram and Bus Industry Union of Australia by its authorised representative:

Signature	Name and Address
National Secretary	
Position / Capacity	Date
Witness Signature and Date	Name and Address



RAIL SERVICES

QUBE LOGISTICS (RAIL) PTY LTD
ABN 63 082 313 415

9 Stonny Batter Road
Minto NSW 2566

PO Box 5023
Minto NSW 2566

T: 02 9603 0900
F: 02 9603 0950

qube.com.au

**IN THE FAIR WORK
COMMISSION**

Fair Work Act 2009 (Cth) ("FW Act")

Matter number: AG2020/2241

Employer: Qube Logistics (Rail) Pty Ltd (**Employer**)

Application: Section 185 – Application for approval of a single enterprise agreement, namely the Qube Logistics (Rail) Train Crew NSW Enterprise Agreement 2019 (**Agreement**)

Authorised representative: Daniel Coulton
General Manager Industrial Relations

Undertaking-Section 190

For and on behalf of the Employer I, Daniel Coulton:

1. declare that I have:
 - a. authority to give this undertaking on behalf of the Employer,
 - b. sought the views of all bargaining representatives for this undertaking pursuant to s 190(4) of the FW Act,
2. understand that each undertaking is to be taken to be a term of the Agreement,
3. acknowledge that:
 - a. Clause 7.7 of the agreement Individual Flexibility will be removed and will be replaced by Model Flexibility Term.
 - b. Clause 12 of the Agreement will be removed and will be replaced by the Model Consultation term.

4. give the following undertaking/s with respect to the Agreement:
- a. With respect to the clause 21.9 (c) in the Agreement, the clause will be taken to read as follows,

An Employee shall, advise QUBE Logistics (Rail) of his/her inability to attend for work as soon as reasonably practicable. The Employee must advise QUBE Logistics (Rail) of the period or expected period of the leave.
 - b. With respect to the clause 21.15 (a) in the Agreement, the clause will be taken to read as follows,

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:

 - a. Contracts or develops a personal illness that poses a serious threat to his or her life; or
 - b. Sustains a personal injury that poses a serious threat to his or her life; or
 - c. Dies.
 - c. With respect to clause 10.1(e)(ii)- Notice of termination for apprentices, the company does not employ any apprentices however Qube undertakes that in the event it engages apprentices during the life of this agreement apprentices will be entitled to notice upon termination in line with s117 of the act and deletes clauses 10.1(e)(ii) and 10.1(f)
 - d. With respect to clause 11 Abandonment of employment Qube undertakes that it will pay notice in accordance with s117 of the act.
5. With respect to the reference to the Rail industry Award 2010 in clause 4 of the agreement, Qube undertakes that this be amended to reference the Rail Industry award 2020.
6. With respect to applicable rates of pay for apprentices should they be engaged the company undertakes that they will receive the level 1 rate of pay as per clause 29.2 of the agreement.

Date signed:	26th August 2020
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	Qube Logistics (Rail) Pty Ltd
Signature:	
Witness name:	TINA CIRCOSTA
Witness signature:	