



Qube Logistics Rail – North Queensland Workplace Agreement 2022

Contents

1.	Title	4
2.	Application and Parties Covered	4
3.	Term of Agreement	4
4.	Relationship to Parent Award and NES	4
5.	No Extra Claims	5
6.	Definitions	5
7.	Categories of Employment.....	6
8.	Redundancy	8
9.	Discipline.....	10
10.	Termination	11
11.	Abandonment of Employment.....	12
12.	Consultation and Change	12
13.	Dispute Resolution.....	13
14.	Superannuation.....	14
15.	Salary Sacrifice	15
16.	Employee Representative.....	15
17.	Delegates Training.....	16
18.	Workplace Health and Safety	16
19.	PPE	16
20.	Leave	17
21.	Stand down	22
22.	Health Assessments	22
23.	Fatigue Management.....	24
24.	In-cab monitoring	24
25.	Drugs and Alcohol.....	25
26.	Payment for use of Private Vehicle and Travel.....	25
27.	Temporary Transfer	25
28.	Classification Structure	26
29.	Wages	28
30.	Rate of Pay	29
31.	Hours of Work	29
32.	Rostering Guidelines.....	30
33.	Rostered Days Off (RDOs)	32
34.	Minimum Shift payments.....	33
35.	Shift Lengths	33
36.	Meal Breaks	34
37.	Mandatory Rest Days	34
38.	Intervals Between Shifts	34
39.	Barracks Working.....	34
40.	Payment of Wages.....	34

41. Depot Locations 34
42. Schedule 1 - Notification of Dispute or Grievance 36
43. SIGNATORY PAGE 37

1. Title

- 1.1 The title of this Agreement is the *Qube Logistics Rail – North Queensland Workplace Agreement 2022 (Agreement)*.

2. Application and Parties Covered

- 2.1 The persons covered by this Agreement are:

- (a) Qube Logistics (Rail) Pty Ltd (ABN 68 082 313 412) (**Qube** or the **Company**); and
- (b) All employees of the Company assigned to the Home Base depot locations in North Queensland listed in clause 41 of this Agreement who are employed in any classification set out in this Agreement (**Employee**).
- (c) It is also intended that upon approval of the Agreement by the FWC, The Australian Rail, Tram and Bus Industry Union, Queensland Branch (**RTBU**) and The Australian Federated Union of Locomotive Employees (**AFULE**) 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 any of the workplaces or part of the workplaces subject to this Agreement are relocated, this Agreement shall apply to such other location/s.

3. Term of Agreement

- 3.1 This Agreement shall operate from seven days after the date that it is approved by the FWC.

- 3.2 The nominal expiry date of this Agreement will be 3 years after the date upon which it is approved by the FWC.

- 3.3 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 discussions to prepare for the Agreement renewal no later than 6 months prior to the nominal expiry date of this Agreement.

4. Relationship to Parent Award and NES

- 4.1 This Agreement wholly incorporates 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.

- 4.3 Where there is any inconsistency between the Award and this Agreement, the terms of this Agreement shall prevail to extent of such inconsistency.

- 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 This Agreement is to be read in conjunction with the National Employment Standards (**NES**) within the Act and nothing in this Agreement excludes, overrides or reduces any minimum entitlements prescribed by the NES.

5. No Extra Claims

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

6. Definitions

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

Term	Meaning
Act	Means the <i>Fair Work Act 2009</i>
Agreement	Means this enterprise agreement – the <i>Qube Logistics Rail – North Queensland Workplace Agreement 2022</i> .
Annualised Wage	Means the annualised wage payable to full-time or part-time (on a pro-rata basis) Employees under this Agreement for all Ordinary Hours worked. The Hourly Rates contained in this Agreement are calculated by reference to the Annualised Wage.
Award	Means the <i>Rail Industry Award 2020</i> or as varied from time to time.
Company or Qube	Means Qube Logistics (Rail) Pty Ltd (ABN 68 082 313 412).
Competency Based Training	Means the type of training that will be conducted under this Agreement. 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.
Duty Cycle	Duty Cycle hours will be 80 Ordinary Hours per fortnight as rostered pursuant to this Agreement.
Employee	Means the employees of the Company who are covered by clause 2.1(b) of this Agreement and employed in any classifications set out 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 specified in clause 30 of this Agreement which is applicable to all Ordinary Hours worked by an Employee.
Ordinary Hours	Means:

	<p>(a) for full-time Employees: an average of 80 hours per fortnight.</p> <p>(b) for part-time Employees: less than an average of 80 Ordinary Hours per fortnight.</p> <p>(c) for casual Employees: up to an average of 80 Ordinary Hours per fortnight.</p>
Overtime	<p>Means approved hours of work that are worked by an Employee that are outside of the Employee's Ordinary Hours and which are paid at an overtime rate of 1.4 times an Employee's Hourly Rate.</p> <p>Overtime is standalone, which means it will be paid in addition to any payment that an Employee is entitled to for working their Ordinary Hours (such as the Annualised Wage).</p>
Part-time Employment	Means a form of employment where an Employee is employed on a regular basis on a number of Ordinary Hours that is less than a full-time Employee.
Policy/Procedure	Means a new or existing Company policy, procedure or standard as amended from time to time.
Shift Worker	Means, for the purposes of the additional week of annual leave provided by the NES (as set out in clause 20 of this Agreement), an Employee who is a 7 day shift worker who is regularly rostered to work on Sundays and public holidays.
Train Crew	Means any Employee employed in the classifications in clause 28 of this Agreement.

7. Categories of Employment

7.1 General Principles and Undertakings

Qube shall use its best endeavours 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.

7.2 Notwithstanding the above, Qube may offer employment on one or more of the types of employment described below.

7.3 **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** shall:

- (a) Be engaged for no fewer than six (6) hours per engagement;
- (b) Be entitled to pro rata accruals with respect to annual and long service leave;
- (c) Have the minimum number of hours agreed to in writing and may agree to work additional hours at the Employee's Hourly Rate up until the Employee reaches 80 hours in a Duty Cycle;

- (d) Actual hours worked will be paid each fortnight and any hours worked past 80 hours in a Duty Cycle will incur standalone Overtime of 1.4 times the Employee's Hourly Rate.

7.5 Casual Employees

- (a) A casual Employee for working Ordinary Hours shall be paid at the Employee's Hourly Rate for the work performed under this Agreement which is inclusive of a casual loading of 25%.
- (b) 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.
- (c) Actual hours worked will be paid each fortnight and any hours worked past 80 hours in a Duty Cycle will incur standalone Overtime of 1.4 times the Employee's Hourly Rate.
- (d) Upon initial engagement, Qube 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 Hourly Rate.
- (e) Qube 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.
- (f) 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 Employee. Where a casual Employee seeks appointment under this sub-clause, Qube will review its business requirements and shall appoint on the basis that the Employee has met Qube's merit and performance requirements. Qube will provide a letter to the Employee requesting if the Employee prefers to be employed permanently or remain a casual Employee.
- (g) Casual Employees shall not be entitled to:
 - (i) Annual leave, personal/carer'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 20.5); or
 - (iv) Redundancy payments.

7.6 Fixed term employment

- (a) Fixed term employment may only be used:
 - (i) For a period of no less than 6 months or a term as agreed by the parties; and
 - (ii) On the basis of there being only one engagement on a fixed term basis.
- (b) Provided that an Employee may be engaged for a lesser period where the fixed term Employee is engaged as a replacement for an Employee on parental leave, and the

Employee on parental leave elects to return to work after a period of less than six months.

- (c) The use of fixed term labour is subject to the consultation clause of this Agreement.

7.7 Individual Flexibility Agreement

- (a) Notwithstanding any of the other provisions in this Agreement, Qube and an individual Employee may agree to vary the application of terms of this Agreement to meet the genuine individual needs of Qube 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 and the individual Employee must have genuinely made the agreement without coercion or duress.
- (c) The agreement between Qube 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 and the individual Employee must also:
 - (i) Be in writing, name the parties to the agreement, be signed by Qube 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 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 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 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 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 and an individual Employee contained in any other term of this Agreement.

8. Redundancy

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

8.2 Redundancy Process

- (a) Qube 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 shall hold discussions with the location/s affected and their nominated representative.
- (c) Qube shall call for expressions of interest in suitable alternative employment and/or voluntary redundancy where appropriate from other Employees. Qube has the right to accept or reject expressions of interest from individual Employees.
- (d) Qube shall explore opportunities for suitable alternative employment.
- (e) The discussions with the location/s affected and their nominated representative 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.
- (f) For the purpose of the discussions Qube shall, as soon as practicable, provide in writing to the Employees concerned, relevant information about the possible terminations, the criteria used to determine the possible terminations and the period over which the terminations are likely to be carried out.
- (g) Qube will base its decisions upon duration of employment, skill, performance and competency levels required in order to operate its business.
- (h) The selection criteria as defined in clause 8.2(h) will be used and the Company will advise the RTBU and/or AFULE of the Employees who will be selected for redundancy prior to effecting any terminations.
- (i) During the redundancy process, all legislation governing termination of employment and discrimination will be observed.

8.3 Amount of Redundancy Pay

- (a) Any Employee made redundant shall receive, in addition to the period of notice, the following amount of pay based on the same definition of "week's pay" - meaning 40 hours by the Hourly Rate.

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 3 years	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

Period of continuous service	Severance pay
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 personal leave. Any Long service leave entitlements shall be paid out to Employees in accordance with the relevant state legislative requirements.

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 an employee of the Company until the expiry of the notice but will not be entitled to payment in lieu of notice.

8.5 Job Search Entitlement

- (a) During the period of notice of termination given by Qube, 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.
- (b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the Company, be required to produce proof of attendance of an interview or they will not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

9. Discipline

9.1 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.

9.2 Before implementing disciplinary measures Qube may:

- (a) Gather and analyse any material relevant to the performance issue subject to the disciplinary measures;
- (b) Advise the Employee of the allegations of inappropriate performance or behaviour in writing; and,
- (c) Provide the Employee with an opportunity to respond to any allegations.

9.3 During the investigation described above, Qube 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 may extend the 4 weeks suspension during a review at the end of the first 4 weeks of the investigation.

9.4 For serious matters e.g. a positive D&A reading or major or willful damage to Company equipment by an Employee, the Employee may be suspended without pay.

- 9.5 In implementing disciplinary action, Qube may:
- (a) Issue a verbal or written caution, warning or reprimand; or,
 - (b) 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,
 - (c) Suspend an Employee from duty, which may include a written caution or warning, with or without pay; or,
 - (d) Dismiss an Employee, with or without notice as applicable.
- 9.6 If as a result of a disciplinary investigation Qube 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.
- 9.7 A record of the above disciplinary action will be noted on the Employees file for 24 months maximum.
- 9.8 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 the Company

- (a) In order to terminate the employment of an Employee, the Company 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 this clause shall mean 40 hours by the Hourly Rate.
- (e) The period of notice in this clause does not apply:
 - (i) in the case of dismissal for serious or wilful misconduct;

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

10.3 Job Search Entitlement

- (a) Where the Company has given notice to an Employee, the Employee shall be allowed a mutually agreed amount of time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the Employee after consultation with the Company.
- (b) Where an Employee has given notice to the Company, the Employee will not be entitled to Job Search provision.
- (c) Statement of Employment
- (d) Immediately upon termination of employment, the Company shall provide to such Employee a written statement specifying the period of employment, the classification or type of work performed by the Employee, the usual duties performed by the Employee and, if requested, the reason for termination.

11. Abandonment of Employment

- 11.1 Where an Employee is absent from duty for more than three (3) days from the initial rostered shift of absence this shall be considered prima facie an abandonment of employment.
- 11.2 However, prior to Qube confirming the termination, Qube 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 confirmed delivery date of the letter.
- 11.3 If no response is received, Qube shall confirm the termination.

12. Consultation and Change

12.1 Qube to notify

- (a) When Qube 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 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 to discuss

- (a) Qube 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 to make the changes referred to above in clause 12.2 (a).
- (c) For the purposes of such discussion, Qube 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 shall not be required to disclose confidential information, of which the disclosure would be contrary to the interests of Qube.
- (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

Where Qube proposes to change an Employee's master roster or ordinary hours of work, Qube shall consult in with clause 32.2.

13. Dispute Resolution

- 13.1 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 Supervisor or Local Manager.
- 13.2 If the issue cannot be concluded, a Notice of Dispute must be lodged with the relevant Qube Supervisor or Local Manager.

- 13.3 The Local Manager will consider the issues raised and will respond to the Employee who lodged the notice within 72 hours, not including weekends or public holidays. This response must be in writing.
- 13.4 If the dispute/grievance cannot be concluded, or the allotted time frame has elapsed, the Employee/scan then escalate the matter to the Train Crew Manager.
- 13.5 The Train Crew Manager will consider the issues raised and respond to the Employee/s who lodged the notice within 72 hours, not including weekends or public holidays. The response must be in writing.
- 13.6 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.
- 13.7 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.
- 13.8 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.
- 13.9 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.
- 13.10 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.
- 13.11 Any party may appeal a decision of the FWC made under this procedure (to a Full Bench of the FWC or a Court).
- 13.12 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.
- 13.13 At all times during this process work shall continue in the matter it was being performed immediately before the dispute or grievance.
- 13.14 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 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).
- 14.2 If an Employee does not nominate a complying fund, Qube will direct its contributions to the Employee's stapled fund or Australian Super Industry Fund (if the Employee does not have an eligible stapled fund) on their behalf. An Employee may change their nominated fund to another complying fund once in any 12-month period.
- 14.3 All those Employees who wish to make salary sacrifice contributions will be entitled to do so in accordance with clause 15 in this Agreement.
- 14.4 The Company will pay superannuation contributions, including salary sacrifice, on behalf of each Employee at least monthly and in full to the agreed superannuation fund.

15. Salary Sacrifice

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

16. Employee Representative

- 16.1 Qube recognises workplace delegates and will permit such delegates to perform their role without discrimination. This clause is subject to the delegates concerned continuing to act in accordance with their contract of employment and the terms and conditions of this Agreement.
- 16.2 It is further recognised that workplace delegates represent union members at the workplace and will be allowed reasonable time as agreed by the Company to attend to any work-related matters, on behalf of union members and must advise their supervisor prior to attending to any such matters.
- 16.3 Qube 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.
- 16.4 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 will not unreasonably refuse to approve such leave but is dependent upon business and operational requirements.
- 16.5 Qube will provide access to a lockable notice case to be used by workplace delegates for posting formal Union notices signed off by the delegates and or Union official. All material posted must be authorised by the relevant Union.
- 16.6 Special paid leave will be granted to Employees of Qube 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

16.7 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 16.6 and are required by the Union to attend the meeting. This documentation must also include the duration of the meeting.

17. Delegates Training

17.1 Workplace relations training is specifically targeted at maintaining harmonious workplace relations between Qube and its Employees.

17.2 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 programs.

17.3 Qube will allow paid release of Employees for such training, provided it does not interfere with business and operational requirements.

18. Workplace Health and Safety

18.1 The parties to this Agreement share an ongoing commitment to ensure and to promote the health, safety and welfare of all Employees, via the formation of Workplace health and safety committees and nothing in this Agreement shall be designed or applied in ways that reduce or diminish this objective.

18.2 Qube allows any form of legislative consultation concerning health and safety to occur. In addition, Qube provides a consultation structure through area WHS committees from which information is communicated to and from the business division.

18.3 The aim of the WHS committee is to improve safety, health and environment at work by assisting with the development and implementation of risk management systems and processes, through direct Employee/classification-based representation on the committee.

18.4 Qube 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 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.

18.5 Employees must ensure that they perform their jobs safely with a duty of care to themselves and to other Employees.

18.6 Employees must attend for duty fit and able to safely perform their duties. Employees must comply with QUBE's policy and procedures, including those related to drugs and alcohol.

18.7 Employees must also bring to the notice of their supervisor or manager, any situation where they genuinely believe a risk of injury or damage exists.

19. PPE

19.1 Qube 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.

19.2 Qube will replace uniforms, protective clothing and equipment on a "*fair wear and tear*" basis.

20. Leave

20.1 Annual Leave

- (a) Employees are entitled to Annual Leave in accordance with the Act and as set out below.
 - (i) Shift Workers shall receive five (5) weeks annual leave being the equivalent to 200 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.
- (d) For Employees, when annual leave is taken in fewer than weekly blocks, it will be deducted from the Employee's accrual at 8 hours for each day of leave taken (excluding RDOs). Otherwise all annual leave will be deducted, from the Employees accrual of annual leave, at forty (40) hours per week.
- (e) Where a public holiday falls during a period of annual leave, Qube will credit the Employee with an additional day of annual leave.
- (f) Leave should be taken in the year following its accrual. Qube will develop rosters, in consultation with affected Employees. Employees must take leave in accordance with leave rosters. Employees may, subject to approval by Qube, 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. Subject to these conditions, Qube will not unreasonably withhold approval.
- (g) In the event that an Employee has more than 200 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 200 hours. Qube 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 a mutual agreement between Qube and the Employee to take excessive leave with less than four weeks' notice. This Agreement must be in writing.
- (h) 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 is subject to the operational needs of the business.
- (i) Payment of accrued leave, including upon termination, will be made at the Employee's Hourly Rate.
- (j) The parties acknowledge that if, in a particular respect, the Act provides a more favourable outcome for Employees than the entitlements in this clause, then The Act prevails.
- (k) Annual Leave is normally rostered in seven (7) day blocks from Monday to Sunday.

In the situation where Employees have requested annual leave in blocks of one week or more, leave will commence from 22:00 hours the day before the Annual Leave starts and will resume at 06:00 hours the day after the Annual Leave.

20.2 Commencing Annual Leave

Employees must be signed off duty no later than 22:00 hours the day previous to commencing annual leave.

20.3 Returning from Annual Leave

- (a) Train Crew Employees are to be rostered on after the hours of 06:00 hours on the first available shift upon their return from leave.
- (b) In the situation where Employee's take greater than four weeks of annual leave, upon returning from leave, these Employees will be allocated thirty (30) minutes to read all relevant safety and communication notices.

20.4 Cashing Out of Annual Leave

Employees may, with the Agreement of Qube, cash out accrued annual leave as follows:

- (a) Each request made by an Employee must be agreed to in writing by Qube; and,
- (b) 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.
- (c) Employees may not cash out accrued annual leave on more than three separate occasions per calendar year.
- (d) Any request by an Employee to cash out their accrued annual leave in accordance with this clause must be made prior to 12:00 hours on Friday (per Duty Cycle).

20.5 Public Holidays

Where an Employee is rostered to work on a public holiday and actually signs on duty on the public holiday, Employees will be paid at 1.4 times the Employee's Hourly Rate for all time worked on the following public holidays: Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Christmas Day, Boxing Day and New Year's Day.

20.6 Long Service Leave

- (a) Employees will be entitled to paid long service leave in accordance with the *Industrial Relations Act 2016* (Qld) as amended or replaced from time to time. The *Industrial Relations Act 2016* (Qld) currently provides an entitlement to 8.6667 weeks leave following a period of ten (10) years continuous service and a further 4.333 weeks (a total entitlement of 13 weeks) after a further 5 years of continuous service.
- (b) Where the relevant Legislation concerning long service leave 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 and the Employee and any other requirements as prescribed by the relevant legislation. 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.
- (c) 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.
- (d) Employees will apply for long service leave and Qube 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 (1) 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.

- (e) Qube 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.
- (f) Qube can roster long service leave following consultation with the Employee and/or their representative a minimum of three (3) months' notice prior to the commencement of the requirement to take the leave.
- (g) Long service leave will be paid in accordance with the relevant legislation.
- (h) Employees may elect to take long service leave at half pay under special circumstances as deemed appropriate by their relevant manager.

20.7 Personal/Carer's Leave

- (a) The paid personal/carer's leave entitlement for a permanent full-time Employee is eighty (80) hours per annum, which is equivalent to ten (10) 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 of his/her inability to attend for work as soon as reasonably practicable during the hours of 22:00 and 06:00. 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 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;
 - (ii) Is taken on any public holiday on which the Employee was rostered to work;
 - (iii) Is taken before or after a RDO, public holiday, annual leave or long service leave;
 - (iv) If the day prior is a Blank Day, and you were rostered to work into that day; or
 - (v) For each instance of personal/carer's leave without a medical certificate exceeding 3 days per 12-month period.
- (e) If a medical certificate is not reasonably practicable to do so, a statutory declaration made by the Employee must be provided.
- (f) If a Qube 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 20.8.
- (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 Hourly Rate.

- (i) Each shift in respect of which personal / carer's leave has been approved will be deducted at the rate of 8 hours for each shift the Employee was available to work excluding RDOs up to a maximum of 40 hours per week.
- (j) In cases whereby, an Employee has taken personal/carer's leave to care for an immediate family member some form of evidence must be provided on request to ensure payment can be approved.

20.8 Medical Examination

- (a) If an Employee has taken personal leave on the basis of an illness or injury; and,
- (b) It is considered necessary by Qube 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. Qube will meet the cost of examination and any travelling costs.
- (c) 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:
 - (i) The Employee has contacted their manager/ supervisor within three (3) days of becoming sick; and,
 - (ii) The illness is supported by a medical certificate.
- (d) 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.
- (e) This provision only applies for illness. It does not apply to injuries sustained on long service leave.

20.9 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 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 approval the Employee's accumulated personal/carer's 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) Personal leave pending Worker's Compensation
 - (i) Employees may access accumulated personal leave whilst a claim for worker's compensation is being considered.

20.10 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.
- (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 prior to the commencement of the Employee's shift and as early as is reasonably practicable to do so.
- (f) If the care or support required is because of a personal illness, or injury, a form of evidence must be provided by the Employee.

20.11 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 counsellor.
 - (iv) The amount of leave then required will be determined by the Company nominated Medical counsellor.
- (b) Trauma leave will be paid at the Employee's Hourly Rate.

20.12 Compassionate Leave

- (a) An Employee will be entitled to compassionate leave not exceeding two (2) days per occasion if:
 - (i) a member of the Employee's immediate family or household dies, or contracts or develops a life-threatening illness or injury;
 - (ii) a baby in their immediate family or household is stillborn;
 - (iii) they have a miscarriage; or
 - (iv) their current spouse or de facto partner has a miscarriage.
- (b) 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.
- (c) Compassionate leave will be paid at the Employee's Hourly Rate.

20.13 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 Hourly Rate.

20.14 Leave Without Pay

- (a) Qube 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.

20.15 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.

20.16 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. This may include volunteering for a volunteer emergency management body as defined by the Act.
- (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 will not unreasonably withhold such approval.
- (c) Special leave is paid at the Employee's Hourly Rate.
- (d) An Employee may be entitled to other forms or paid or unpaid leave in accordance with the NES.

20.17 Defence Leave

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

21. Stand down

- 21.1 Where it is necessary to stand down Employees due to a force majeure event (such as fire, storms or floods affecting the rail network), Qube will provide the Employees with no less than two weeks' paid notice prior to any stand down.

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 will pay cost of the medical assessment including all required tests up to the "*Determination*". In addition, Qube 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 any of the following:
 - (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 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 will:
 - (i) Reimburse the Employee for the medical costs incurred as a result of the referral; and
 - (ii) Re-credit any personal/carer's 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 or suitably qualified nominee 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 07:00 hours 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 Company requires under its safety management system for the Employee to undergo drug and alcohol testing.

23. Fatigue Management

23.1 Definition

- (a) 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 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.

23.2 Fatigue Management System

- (a) Qube 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.
- (b) For any major changes to the Qube fatigue management program, these changes will be consulted in accordance with clause 12 of this Agreement.

23.3 Risk Assessment

- (a) 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.

23.4 Training

- (a) All Employees shall be trained in managing fatigue in accordance with Qube's competency policy (PCE 105).

23.5 Limits on Hours

- (a) 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.
- (b) Train Crew configuration rostered shift lengths will be as follows;

Train Crew Configuration	Maximum shift length from sign on to sign off
1 x Level 5 or above Employee with Route Competency and, 1 x Level 3 or above Employee undergoing Route Tuition	12 hours
1 x Level 5 or above Employee with Route Competency and, 1 x Level 2 Employee undergoing tuition/ or mentoring	9 hours

24. In-cab monitoring

- 24.1 Qube will not, on its own initiative, introduce an in-cab monitoring system prior to legislation requiring it to do so.

25. Drugs and Alcohol

- 25.1 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.
- 25.2 Qube Employees are responsible for ensuring they conform to the requirements of QUBE's Drug and Alcohol Policy/Procedure.
- 25.3 Qube 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.
- 25.4 The National Regulations stipulates that 25% of rail safety workers must be randomly tested using prescribed approved methods.
- 25.5 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.

26. Payment for use of Private Vehicle and Travel

- 26.1 In addition to other rates payable in accordance with this Agreement, an Employee shall also be entitled to the following:
- (a) Where an Employee agrees to use his/her own vehicle to travel to another sign on/sign off point other than a location as the defined depot of employment (as contained in the state appendices to this Agreement), the Employee shall be reimbursed for additional expense associated with any extra distance from the Employee's usual residence to their usual Home Base (e.g. usual commute 7 kilometres, commute to new sign on/sign off point 12 kilometres - reimbursement for 5 kilometres extra distance).
 - (b) In the event that an Employee is requested to use his/her own vehicle after they have signed on, the Employee will be entitled to claim for all kilometres used.
 - (c) In the case of a motor vehicle the cost reimbursed shall be at the rate per kilometre for their vehicle size that is specified by the Australian Taxation Office and shall include the cost of tolls.
 - (d) For other travel, i.e. public transport, the additional costs which are reasonably incurred shall be reimbursed, however pre-approval is to be obtained before the use of taxis as other travel.
 - (e) Where an Employee finishes work at a location that is different to the sign-on location, the Company will provide transport back to the sign-on location. In these circumstances, actual sign-off will be on the return to the sign-on location and shall be within the shift length.

27. Temporary Transfer

- 27.1 Where required by the business, Employees may be temporarily transferred to an alternate depot location (not their Home Base listed in the Employee's letter of offer) for an agreed period of time.
- 27.2 Temporary transfers will also be used to support commercial activities affected by variable demand and traffic volumes and/or temporary staff shortages.
- 27.3 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 two (2) weeks, unless mutually agreed. Any decision regarding individual

Employee temporary transfer will be made on assessment of the individual's circumstances with regard to reasonableness.

27.4 Qube 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.

27.5 Employees may agree to working a service to and or from a temporary location.

27.6 Reasonable time allowances for travelling to and from all locations will apply.

27.7 Reimbursement for use of private motor vehicle will be in accordance with the relevant clause.

27.8 Qube 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.

27.9 A living away from home allowance of \$165 per day will be paid for each period of rest that an Employee is required to temporarily reside away from their Home Base listed in the Employee's letter of offer. Where accommodation is arranged by Qube, such accommodation shall be of no less than three-star rating where possible and appropriate.

28. Classification Structure

Classification	Definition
Level 1 Trainee	<p>An entry level Employee engaged as a Trainee.</p> <p>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.</p> <p>An assessment will be conducted based on the Employee's suitability to move to Level 2 at the completion of training.</p>
Level 2 Ground Shunter	<p>Having successfully completed all necessary training and demonstrated competence at Level 1, an Employee will be engaged as a Level 2 – Ground Shunter and will be required to perform the duties of a Ground Shunter during train operations.</p> <p>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.</p> <p>At this level, the Employee will undertake the Engine and Air (Block School) component of training before progressing to Level 3.</p>
Level 3 Driver in Training	<p>An Employee will be appointed as Level 3, subject to possessing the necessary qualifications and competencies.</p> <p>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.</p> <p>At this level, the Employee will also be required operate as a Drivers Assistant / Driver in Training as part of train crew on the main line.</p>

Classification	Definition
<p>Level 4</p> <p>Locomotive Driver</p> <p>(No current Mainline Route Qualification)</p>	<p>An Employee will be appointed as Level 4 - Locomotive Driver, subject to possessing the necessary qualifications and competencies.</p> <p>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.</p> <p>A Locomotive Driver will also be required to assist personnel in a broad range of rail operations for example but not limited to: shunting and marshalling duties, FX train examination.</p> <p>At this level, operators will be required to mentor / coach Level 1 to Level 3 Employees, and obtain a mainline route qualification before progressing to Level 5.</p>
<p>Level 5</p> <p>Locomotive Driver – Route Qualified</p>	<p>An Employee will be appointed as Level 5, subject to possessing a mainline route qualification relevant to their depot location.</p> <p>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.</p> <p>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.</p> <p>A Level 5 - Locomotive Driver will be required to operate on multiple routes and is required to maintain appropriate qualifications at all times. At this level, operators will be required to mentor / coach other Employees.</p>
<p>Level 6</p> <p>Locomotive Driver – Instructor</p>	<p>An Employee will be appointed as Level 6, subject to possessing the necessary qualifications and competencies of a Level 5, together with a current Certificate IV in Training and Assessment (currently TAE40116).</p> <p>At this level, the Employee must indicate their preparedness to participate in formal performance appraisals and will have already demonstrated, and continue to demonstrate:</p> <ul style="list-style-type: none"> (a) Be requested to act in various supervisory, management and leadership roles (b) Have an advanced understanding in terms of the business, equipment, routes, operational functions and tasks that are fundamental to the success of the business (c) 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, investigation and procedural reviews (d) Advanced knowledge and leadership in safe working practices, superior performance, attitude, behaviour and communication

Classification	Definition
	<p style="text-align: center;">motivational qualities befitting one aspiring to a future leadership role in the workplace</p> <p>(e) An ability to identify, develop and implement improvements in operational practices and procedures</p>

29. Wages

29.1 Employees will be paid as follows for work performed under this Agreement:

- (a) Full-time Employees will receive the Annualised Wage set out in clause **30 – Rate of Pay** of this Agreement according to their classification as set out in clause **28 – Classification Structure**.
- (b) Part-time Employees will receive a pro-rata amount (calculated according to the number of Ordinary Hours worked by the Employee) of the Annualised Wage set out in clause **30 – Rate of Pay** of this Agreement according to their classification as set out in clause **28 – Classification Structure**.
- (c) Casual Employees will receive the all-inclusive Hourly Rate set out in clause **30 – Rate of Pay** of this Agreement according to their classification as set out in clause **28 – Classification Structure** (which is inclusive of 25% casual loading).

29.2 The Annualised Wage and all-inclusive Hourly Rate prescribed in this Agreement:

- (a) compensate Employees for all legal entitlements that are not set out in this Agreement and would otherwise be payable under an applicable award (including but not limited to penalties, overtime, annual leave loading and allowances set out in the Award); and
- (b) are inclusive of all payments that might otherwise have been applicable to the work under another industrial instrument or the Act unless additional payments in excess of the applicable Annualised Wage or Hourly Rate are specifically provided for in this Agreement.

29.3 Employees will receive the following in addition to their Annualised Wage or all-inclusive Hourly Rate set out in **30 – Rate of Pay**:

- (a) Employees will be paid at 1.4 times the Employee's Hourly Rate for all time Overtime worked in excess of 80 hours per fortnight (excluding time worked on an RDO).
- (b) Full-time and part-time Employees will be paid at 1.4 times the Employee's Hourly Rate for all time worked on an RDO.
- (c) A living away from home allowance of \$165 per day will be paid for each period of rest that an Employee is required to temporarily reside away from their Home Base.
- (d) Employees will be paid at 1.4 times the Employee's Hourly Rate for all time worked on the following public holidays – Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Christmas Day, Boxing Day and New Year's Day.

29.4 The Annualised Wages and all-inclusive Hourly Rates contained in **30 – Rate of Pay** of this Agreement shall be adjusted by 2.5% annually for the life of this Agreement from the beginning of the first pay period commencing on or after the annual anniversary of the operation of this Agreement.

30. Rate of Pay

Level	Full-time Annualised Wage	Full-time or part-time all-inclusive Hourly Rate	Casual all-inclusive Hourly Rate (inc 25% casual loading)
Level 1	\$62,000	\$29.81	\$37.26
Level 2	\$68,000	\$32.69	\$40.87
Level 3	\$92,500	\$44.47	\$55.59
Level 4	\$105,000	\$50.48	\$63.10
Level 5	\$130,000	\$62.50	\$78.13
Level 6	\$140,000	\$67.31	\$84.13

31. Hours of Work

31.1 Ordinary Hours of work for Employees covered by this Agreement are defined in clause 6.

31.2 An Employee may work Ordinary Hours on a public holiday. 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.

31.3 In addition to an Employee's Ordinary Hours, 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 1.4 times the Employee's Hourly Rate.

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

- (a) Any risk to an Employee's health and safety that may reasonably be expected to arise if the Employee worked the additional hours;
- (b) The Employee's personal circumstances (including any family responsibilities);
- (c) Any notice given by Qube 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.

31.5 Training

- (a) All Employees will undertake training on the following basis:
 - (i) All training shifts must be rostered by Qube.

- (ii) All training, including shifts shall be at the Company's expense.
- (iii) Training Shift lengths will be in accordance with Clause 35.
- (iv) All training shall conform to national Transport and Logistics industry, Australian Quality Training Framework (AQTF) competency standards.
- (v) Qube will ensure best endeavours to put in place a training plan to mitigate the loss or reduction of applicable qualifications. The Company will take into account and plan according to operational rosters and priorities according to need and relevance of the business. I.e. if route knowledge is no longer required due to a loss of a service, or Employee relocation, this will not be deemed as critical qualifications and therefore may not be catered for.
- (vi) All Employees will undertake training and assessment for all working applicable to their Home Base/Master Roster. This includes being qualified for all routes applicable to their Home Base/Master Roster as operationally required.
- (vii) Qube will attempt to roster at least 3 months in advance, but not less than 1 month that a qualification will expire.

32. Rostering Guidelines

32.1 Types of Rosters

Types of rosters include:

- (a) Master rosters; and
- (b) Working rosters.

32.2 Master Rosters

- (a) A master roster shall be exhibited primarily for the purpose of indicating rostered days off (RDOs) and to meet the operational requirements of the business having regard to fatigue principles.
- (b) Where a material change to a master roster is proposed, formal consultation with Employees and their representatives (if any) can be up to fourteen (14) days. In this time, the Company will:
 - (i) provide to the Employees and representatives with information about the proposed change; and
 - (ii) invite the Employees to give their views about the impact of the proposed change and also invite their representatives (if any) to give their views about that impact; and
 - (iii) consider any views provided by the Employees or their representatives (if any).
- (c) 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 80 ordinary hours per Duty Cycle.
- (d) Rosters shall be arranged to provide the maximum number of complete weekends rostered off duty

32.3 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.

- (b) The working roster will be posted weekly and inclusive of all sign on/off times, barracks working and may include available days.
- (c) If an Employee is not qualified for a specific task or location when the working roster is posted, they must contact the rostering team as soon as possible to have alternative work arranged.
- (d) Any change from the posting of the working roster must be in consultation and agreement with the effected Employee/s, unless within lift up / lay back provisions.

32.4 Request for changing RDO's

- (a) An Employee may request to change an RDO/s on the following basis;
- (b) 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;
- (c) 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.
- (d) Qube 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 must inform the Employee as to why it was declined.

32.5 Available to Work (Available Days)

- (a) Available Days may only be used once during the working roster.
- (b) An Available Day is a 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 32.7.
- (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 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.
- (g) If requested and agreed, an Employee may be asked to work a barracks job on an Available Day.
- (h) If requested to work on an Available Day and the shift then cancels, clause 34.3 applies. Clause 32.5(a) also applies in that this Available Day has now been used once during the Duty Cycle.

32.6 Blank Days

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 34.4.

32.7 Advice Periods

- (a) AM Shift (00:00-06:00 hours) Notification Period shall be between 09:00 and 11:00 hours the day prior to shift commencing.
- (b) PM Shift (06:00-23:59 hours) Notification Period shall be between 15:00 and 17:00 hours 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.

32.8 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 as soon as possible or as close to the advice period as possible and it's the responsibility of the Employee to obtain his/her next turn of duty by 17:00 hours the day prior, no standalone Overtime 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 by 17:00 hours.
- (d) If the Employee does not return the phone call or message, Qube will then manage the issue as refusal of duty and may deduct 8 hrs from the Duty Cycle.
- (e) Excluding the above, all Available Day shifts shall be paid at normal time until such time as the 80-hour guarantee has been accomplished or as provided within this Agreement i.e. Public Holidays.

33. Rostered Days Off (RDOs)

33.1 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.

33.2 There must be at least 4 RDOs per fortnight, unless by way of mutual agreement by the affected Employee/s and Qube by the use of the Roster Change Form 2 weeks prior to the posting of the working roster.

33.3 Single rostered days off should be avoided wherever possible in favour of grouping of such days off.

33.4 RDO parameters

- (a) RDOs will commence from 22:00 hours and conclude at 06:00 hours the following day, each additional day will be in blocks of twenty-four (24) hours duration following the duration of the initial RDO at 06:00 hours.
- (b) If an Employee signs on during the dimensions of an RDO, all hours worked for the portion of the RDO will be paid at the overtime rate. The remaining hours on the shift will be paid at the normal Hourly Rate. E.g. If an Employee on an RDO (which expires at 06:00 hours) is requested to sign on before 06:00 hours and agrees, for example 04:00 hours, 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.

33.5 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.

34. Minimum Shift payments

34.1 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.

34.2 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.

34.3 Cancelled Shifts

- (a) As much notice will be provided when a shift is cancelled and a credit of 6 hours 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) If an overtime shift cancels, with less than 4 hours' notice, than a standalone payment of 6 hours will apply (not overtime rates).

34.4 Lift Up -Lay Back

- (a) Train Crew must be contactable no earlier than 12 hours and no later than 2 hours prior before the Employee signs on to allow for a 2-hour lift-up and a 4 hour lay-back.
- (b) Changes can only be made within lift up and layback. Excessive lift up or layback will be on mutual agreement with the Employee.
- (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 6 hours 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 will arrange for Train Crews to be transported back to their Home Base, after having the minimum rest period as per clause 40.

35. Shift Lengths

35.1 Employees covered by this Agreement may be required to perform shifts which have irregular starting times and varying lengths.

- (a) The maximum shift length that an Employee may rostered is 12 hours.
- (b) The minimum shift length that an Employee may be rostered is:
 - (i) 6 hours for full-time and part-time Employees; or
 - (ii) 2 hours for casual Employees.

36. Meal Breaks

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.

37. Mandatory Rest Days

37.1 A mandatory rest period will be provided after having worked eleven (11) consecutive shifts.

37.2 Mandatory rest periods shall conform to the same conditions as an RDO, as outlined in the RDO Clause.

37.3 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 6 hours to the Employee's Duty Cycle.

38. Intervals Between Shifts

38.1 The minimum intervals between shifts for Employees shall be:

(a) From sign off at Home Base to sign on at Home Base is a minimum of twelve (12) hours.

(b) A minimum of 8 hours between sign off at non-Home Base to sign on at non-Home Base.

39. Barracks Working

39.1 Rosters for Train Crew may include tasks or positions that involve a rest period away from the initial sign on location.

(a) A living away from home allowance of \$165 per day will be paid for each period of rest that an Employee is required to temporarily reside away from their Home Base.

39.2 Accommodation shall be of no less than a three (3) star rating, where possible and appropriate.

40. Payment of Wages

40.1 Wages shall be paid fortnightly.

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

40.3 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.

41. Depot Locations

41.1 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.

41.2 Home Base sign on points will contain the following:

(a) Amenities including a meal room with appropriate facilities.

(b) Communications as required.

(c) Operational documentation.

(d) Notice board.

41.3 Below is the list of locations which may be the Home Base depot locations for Employees covered by this Agreement:

- (a) Cloncurry;
- (b) Hughenden;
- (c) Mount Isa; and
- (d) Townsville.

41.4 The above list reflects the known Home Base depot locations at the time of negotiating this Agreement. Qube reserves the right to create additional compliant Home Base depot locations to suit operational requirements as per the consultation in Clause 12.

41.5 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.

42. 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 – North Queensland Workplace Agreement 2022*.

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: _____

43. SIGNATORY PAGE

Qube Logistics (Rail) Pty Ltd

SIGNED by, **Steve Ellem – National Rail Operations Manager** of Level 27, 45 Clarence Street, Sydney in the state of New South Wales, in the capacity as authorised representative of Qube Logistics (Rail) Pty Ltd, at Level 27, 45 Clarence Street, Sydney in the state of New South Wales, in the presence of:

.....
Print name of witness

.....
Print address of witness

Bargaining Representative

SIGNED by [INSERT NAME & TITLE], of
.....[INSERT ADDRESS], in the capacity as authorized
representative of (Bargaining Representative) of
.....[ADD ADDRESS], in the presence of:

.....
Print name of witness

.....
Print address of witness