

Qube Logistics Rail Victoria Train Crew Enterprise Agreement 2015

TABLE OF CONTENTS

1.	TITLE	4
2.	PARTIES.....	4
3.	TERM OF AGREEMENT	4
4.	PREVIOUS AGREEMENTS RESCINDED AND/OR VARIED.....	4
5.	INTENT AND OBJECTIVES.....	4
6.	GENERAL RIGHTS, ENTITLEMENTS AND OBLIGATIONS	6
7.	HONESTY AND FAIRNESS	7
8.	TRAINING.....	7
9.	UNIFORMS	8
10	HEALTH ASSESSMENTS.....	8
11	PAYMENT OF WAGES	9
12	SUPERANNUATION	10
13	CATEGORIES OF EMPLOYMENT	10
14	CLASSIFICATIONS, PAY RATES & ALLOWANCES	11
17	HOURS OF WORK.....	14
19	ANNUAL LEAVE	19
20	PERSONAL LEAVE	19
21	COMPASSIONATE LEAVE.....	20
22	TRAUMATIC INCIDENT	20
23	PARENTAL LEAVE.....	20
24	LONG SERVICE LEAVE	21
25	JURY SERVICE.....	21
26	PUBLIC HOLIDAYS	21
27	INTRODUCTION OF CHANGE	22
28	CONSULTATIVE COMMITTEE.....	23

29	EMPLOYEE REPRESENTATION	23
30	DISCIPLINARY MATTERS.....	23
31	STAND DOWN	24
32	NOTICE OF TERMINATION.....	25
33	ABANDONMENT OF EMPLOYMENT.....	26
34	INDIVIDUAL FLEXIBILITY ARRANGEMENT	26
35	SIGNATORIES	28
	SCHEDULE 1 – DISPUTE RESOLUTION PROCEDURE	29
	SCHEDULE 2 – DEFINITIONS.....	31
	SCHEDULE 3 – CLASSIFICATIONS.....	33
	SCHEDULE 4 – RATES	34
	SCHEDULE 5 – REDUNDANCY	35
	SCHEDULE 7- REMOTE CONTROL SHUNTING	39
	SCHEDULE 8- PUSH-PULL OPERATIONS - TERMS & CONDITIONS	40
	SCHEDULE 9 – ACCOMODATION STANDARDS.....	41

1. TITLE

- 1.1. This Agreement shall be referred to as the Qube Logistics Rail Victorian Train Crew Enterprise Agreement 2015 ("this Agreement" or "the Agreement").

2. PARTIES

- 2.1. This Agreement is made between Qube Logistics (Rail) Pty Ltd ABN; 63 082 313 415, trading as Qube Logistics ("Qube" or "the Company"), those employees employed by the company to perform primarily Train operations based in Victoria and who are covered by the classifications contained in the agreement and the Australian Rail Tram and Bus Union, ("the RTBU" or "the Union").

3. TERM OF AGREEMENT

- 3.1. This Agreement will come into effect from the 7th day following the date of approval by the Fair Work Commission.
- 3.2. This Agreement's nominal expiry date will be four years from the date as set out in clause 3.1, in accordance with s.54 of the act.

4. PREVIOUS AGREEMENTS RESCINDED AND/OR VARIED

- 4.1. This Agreement and attached Schedules are intended to cover the field in relation to all matters relating to the terms and conditions of employment of all employees whose employment is subject to this Agreement. It is not open to any party to raise additional matters relating to employment and employment conditions during the term of this Agreement.
- 4.2. This Agreement shall replace, subject to the provisions of the Act, any exchange of correspondence, work practice(s), arrangement(s), written or unwritten which applied prior to the commencement of this Agreement and which regulated or purported to regulate the terms and conditions of employment of employees to whom this Agreement applies.

5. INTENT AND OBJECTIVES

- 5.1 The Company and employees acknowledge it is critical to the companies' ongoing success that an increased level of business competitiveness is achieved through continuous improvement in operational reliability, provision of quality customer service and improved productivity.
- As part of an on-going process for improvement in productivity and efficiency, consultation shall take place at the workplace level between the Company, the employees and the employee representatives (as set out in Clause 26).
- The company will adopt a dispute settlement procedure to resolve any disputes over workplace matters (including disciplinary procedures) that arise between the company and its employees.
- A key part of this is the commitment of all parties to utilise and adhere to the disputes settling procedure set out in Schedule 1.

5.2 Employment Relationship

The employment relationship is based on:

Mutual trust and integrity:

- Shared responsibility to achieve Company goals
- Encouraging employee skill acquisition and personal development
- Effective consultation, communication and decision making
- Flexible working conditions that will take into account employee needs balanced against the Company's objectives

Basic Responsibilities

The basic responsibilities of all employees are:

- Agree to carry out work as directed, in accordance with the agreement
- Agree to comply with Company policies, practices or procedures as varied from time to time
- Agree to act with a duty of care as per the relevant legislation, policies, practices and procedures to safeguard all employees and those we come into contact with at the workplace
- Employees agree to promote, and not harm, the business, interests and reputation of the Company. This includes reporting any information of which they become aware that may be reasonably expected to adversely affect the business.
- Agree to not disclose to anyone outside the Company and keep confidential any 'information' including: information relating to the business or operational interests, the methodology and affairs, financial information and anything else the Company notifies as being confidential.
- To not smoke cigarettes on Company property, except in designated areas.

5.3 Commitment to Equity in the Workplace

Principles of Equity:

The parties to this agreement are committed to the principles of equity. This means that they support:

- The creation of conditions whereby the Company utilises the skills and abilities of all workers to meet the needs of the Company;
- The removal of unlawful discrimination from all employment practices;
- Regards for the basic human right of each individual to be treated with respect and dignity;
- The right of each employee to compete with others for positions on the basis of their skills, talents and capabilities and willingness and not to be denied fair selection appraisal or to be excluded during the process by inappropriate rules or attitudes; and;

5.4 Diversity in Workplace.

The employee and the Company agree to respect and value the diversity of our workplace by helping to prevent and eliminate discrimination at our workplace on the basis of race, sex, colour, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, transgender, religion, political opinion, national extraction, social origin and Union membership.

6. GENERAL RIGHTS, ENTITLEMENTS AND OBLIGATIONS

- 6.1. Company management has rights and responsibilities and nothing in this Agreement shall be taken to diminish these in any manner. The Company may determine which positions, structures, levels of staffing, daily manning, equipment, methods of operation and work practices shall exist at any time and the manner in which employees placed by the Company to those positions and structures carry out their duties. This right is subject to any compelling law/regulation.
- 6.2. Qube Logistics (Rail) 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. Further, subject to the provisions contained in this agreement, no employees shall have their form of employment altered without agreement of the affected employee(s).
- 6.3. The Company may select internally or recruit, at its discretion and in accordance with Company policies and procedures, any person to fill a vacancy. The Company's Equal Employment Opportunity policy shall apply to recruiting, selecting, developing and managing employees.
- 6.4. An employee of the Company employed under this Agreement shall perform any work that the Company may reasonably require, including any work of a higher or lower grade for which the employee is qualified.
- 6.5. Employees shall be paid at the rate of pay in this Agreement commensurate with the relevant pay scale for the skills and/or qualifications required by the Company for the position to which the employee is appointed.
- 6.6. Employees are required to be familiar with and to observe at all times, the Company's various policies and procedures. Employees shall be advised in writing of any intended change to Company policies and procedures prior to such change taking effect. For the avoidance of doubt, although employees are required to observe the Company's policies and procedures, the terms and contents of the Company's policies and procedures are not terms of this Agreement.
- 6.7. The Company is an Equal Employment Opportunity (E.E.O.) employer and will ensure that it has policies and procedures in place for the prevention of discrimination or harassment in the workplace. The Company will promptly investigate and seek to resolve any alleged instance of discrimination or harassment in accordance with its procedures.
- 6.8. Where an employee's duties require him / her to have access to a Maritime Security Zone, the employee will be required to obtain a Maritime Security Identification Card (MSIC), at company cost, and maintain same at all times while ever the employee is required to have access to a Maritime Security Zone. If an employee whose duties require him / her to have access to a Maritime Security Zone is denied an MSIC or has their MSIC withdrawn by the issuing authority, the provisions as outlined in 6.10 below shall apply.
- 6.9. Where the Company requires an employee to obtain a licence, trade certificate or other qualification in order to perform their job, the Company shall pay the normal costs of such.
- 6.10. If an employee fails to retain or maintain any licence, trade certificate, qualification or the physical capability that is necessary to perform the inherent requirements of his/her job, the Company will explore any reasonable options, including redeployment. Where an employee is determined to be medically unfit and there is a satisfactory prognosis that the employee will regain fitness for normal duties Personal Leave entitlements shall apply. However, where no such options can be identified, the Company may initiate termination of the employee's employment. In such circumstances the employee will be provided with notice of termination in

accordance with this Agreement (or payment in lieu of notice) together with any other entitlements to which he or she is entitled to be paid on termination. However, and for the avoidance of doubt, termination in these circumstances is not a redundancy.

7. HONESTY AND FAIRNESS

The Company is committed to treating its employees in a fair and honest manner and will promptly investigate and provide a fair and confidential hearing of any reasonable personal concern of an employee which would not otherwise be dealt with in sub-clause 6.7. (E.E.O. issues), as an Occupational Health and Safety issue, or as an industrial issue in accordance with the procedure in Schedule 1 as a matter arising under this Agreement.

8. TRAINING

- 8.1 Multi Skilling: The parties to this Agreement recognise the need for employees to be able to perform a wide range of tasks in the performance of their duties. The Company recognises the value of training to achieve multi-skilling and the importance of training its employees.
- 8.2 Incidental and Peripheral Tasks: Employees recognise the need to be flexible in the performance of their duties and may be required to perform a wider range of duties including work which is incidental or peripheral to their main tasks, responsibilities or functions providing they are competent to perform such work.
- 8.3 Training priorities: The priorities for training will be;
 - 8.3.1 Training to ensure an employee possesses and / or maintains the competencies required to fulfil their role;
 - 8.3.2 Training to prepare an employee for progression to the next step of the classification structure in their career path
- 8.4 Training and personal development are an important part of employment with the Company
- 8.5 The Company will provide reasonable access to training to afford employees the opportunity to acquire all of the skills, competency and knowledge needed to perform work in the employees appointed position
- 8.6 Payment for skills used: An employee may be required to undertake training to enhance and broaden their work skills as required in their appointed position. By agreement they may train for higher or alternative positions. This training will not entitle an employee to the rate of pay for that higher or alternative position, unless the training is completed and the Company requires the employee to use such skills in performing certain duties
- 8.7 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.
- 8.8 RPL: The Competency Assessment System will apply the principles associated with Recognition of Prior Learning (RPL). RPL provides for the recognition of an individual's qualification, knowledge, skills, experience, wherever it was gained.
- 8.9 National guidelines: The Competency Assessment System will comply with national guidelines/standard for competency assessment.

- 8.10 Training at Company expense: When training is undertaken by the employee as required by or at the request of the employer then all such training will be provided in the employer's time and at the employer's expense.
- 8.11 Training issues: The Company and employees may utilise the consultative committee (as described in Clause 25 of this agreement) to discuss issues related to training.
- 8.12 Monitoring qualifications: The Company and employees will monitor the status of employees' Safe working, Route Knowledge and Train Management qualifications
- 8.13 AQF certification etc.: For employees this means that the training undertaken with the Company will provide credentials, such as AQF Certification, that are nationally recognised by other employers.

9. UNIFORMS

The Company will provide employees, with uniforms and where required, protective clothing or equipment.

- 9.1 Where a uniform, protective clothing or equipment is provided, it must be correctly worn or utilised while the employee is on duty.
- 9.2 Employees will take reasonable care of uniforms, protective clothing or equipment which will remain, at all times the property of the Company. Worn or defective items of uniform, protective clothing or equipment must be reported to the Company.
- 9.3 It is the responsibility of each employee to clean and maintain all Company supplied items and to wear them unaltered and unadorned.
- 9.4 Any employee who presents for work without the correct equipment or apparel (unaltered and unadorned) will not be permitted to commence work until such time as the employee is correctly equipped and attired.
- 9.5 The Company shall consult with the relevant employees where there is a proposal to make a significant change to the frequency, quality or quantity of uniform issues. Changes to colour or supplier will not be considered a significant change.
- 9.6 The Company will replace uniforms, protective clothing and equipment on a "fair wear and tear basis, or in accordance with Occupational Health and Safety Legislation.
- 9.7 Employees will return all clothing and equipment upon termination. In instances where outstanding property is not returned, the Company will deduct the reasonable value of the missing equipment from the final payment of monies.
- 9.8 Long terms casuals (11 months or more) shall be entitled to an 1/2 issue of uniforms consisting of shirts and pants. It is expected that all casuals present themselves for work wearing rail safety compliant clothing and footwear.

10. HEALTH ASSESSMENTS

- 10.1 **The Company to pay costs where liable:** 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, for permanent employees the Company will pay all costs associated with the medical assessment up to the initial "Determination", including the health assessment and

stress ECG and/or other referred tests. For long term casual employees (11 months plus) the company may pay up to 50% of the associated costs depending on the frequency of engagement.

10.2 **The Determination:** The Determination occurs when a qualified health professional, in satisfaction of the National Standard, has determined that the employee is either:

- Fit for Duty;
- Fit for Duty subject to Review;
- Fit for Duty subject to Job Modification;
- Temporarily Unfit for Duty Subject to Review; or
- Permanently Unfit for Duty.

10.3 **Additional costs associated with referral:**

10.3.1 If further tests are required following the Determination, the Company will only be liable to cover the costs of such tests where it is identified that there was no basis for this referral – i.e., there is no apparent underlying condition that should have prompted such referral.

10.3.2 In order to ensure privacy is maintained in relation to the medical files, where an employee seeks to claim such costs in these circumstances the nominated Chief Medical Officer, or their 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 their nominee, in such matters will be final.

10.3.3 Where it is determined that the referral was not justified, the Company will;

- a) reimburse the employee for the medical costs incurred as a result of the referral; and,
- b) 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.

10.4 **Rostered Medicals** – All medicals will be pre advised at least a month in advance and employees will be rostered a 7.6 hour shift to attend the medical assessment. This shift will also include the requirement for the employee to attend a blood pathology clinic at least 1 week before the Health Assessment.

10.5 **Applicable legislation:** The above provisions do not exclude any obligations arising under the applicable Workers Compensation legislation.

11. PAYMENT OF WAGES

Payment for all employees will be made fortnightly in arrears into a nominated financial institution. Payment will be made on the same weekday each fortnight, Thursday, except in weeks commencing with a Monday public holiday for employees or for pay staff in which case payment shall be effected one day later than normal. Where practicable, pay advice shall be issued to the employee on the same day that bank transfer of wages takes place. The Company may change the day of the fortnight when payment is normally made provided employees are given thirty days' notice in advance.

12. SUPERANNUATION

The Company will make contributions to a complying superannuation fund nominated by an employee in accordance with its obligations under the Superannuation Guarantee Charge Act. If an employee does not nominate a complying fund, the Company will direct its contributions to the company default fund on their behalf, the current default fund is the Qube Superannuation Plan (Mercer Super Trust). An employee may change their nominated fund to another complying fund once only in any 12 month period.

The company will facilitate salary sacrifice allowing 1 change per employee per calendar year. All salary sacrifice must be done in a legally compliant manner and the company is not liable for any costs associated with the transaction or management of the salary sacrifice.

13. CATEGORIES OF EMPLOYMENT

- 13.1 An employee covered by this Agreement may be employed on a full time, part time, temporary, or casual basis.
- 13.2 Full time employee will be engaged for 76 ordinary hours per fortnight.
- 13.3 Part time employee is an employee engaged to work less than 76 ordinary hours per fortnight. Part time employees can work additional hours, up to those of a full time employee, at ordinary time rates, and will accrue annual leave, personal leave and long service leave on a pro rata basis based on actual hours worked.
- 13.4 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%

The loading constitutes part of the casual employee's all-purpose rate. On each occasion a casual employee is required to attend work the employee is entitled to a minimum payment of 6 hours.
- 13.5 Upon initial engagement, QUBE Logistics (Rail) must tell the casual employee the
- 13.6 Type of Employment;
- 13.7 Job to be performed;
- 13.8 Classification level;
- 13.9 Actual or likely number of hours required and
- 13.10 Relevant rate of pay
- 13.11 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.
- 13.12 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.
- 13.13 Casual Employees shall not be entitled to:
- 13.14 Annual leave, personal/career's leave or compassionate leave; or
- 13.15 Parental leave (unless the casual Employees are entitled to parental leave in accordance with the Act); or

- 13.16 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 18; or
- 13.17 Redundancy payments.
- 13.18 In addition to the above, an employee may be engaged on a temporary basis in either of the categories at 13.2 and 13.3. A temporary engagement is for a specified period of time. A temporary employee will be entitled to the leave benefits in this agreement on a pro rata basis, based on the length of their engagement.
- 13.19 Existing employees shall not have their category of employment changed without their consent. Any agreed change shall be detailed in writing.
- 13.20 New employees, except short term casual appointments, shall be advised in writing of their category of employment and their home base, prior to engagement.
- 13.21 Where permanent full time positions become available, preference will be given to suitable part time, casual or temporary fixed term employees who wish to be considered for appointment to these positions.
- 13.22 **PROBATIONARY EMPLOYMENT**
- 13.23 **Initial term:** There shall be an initial fixed term probationary period of employment not exceeding 3 months for all new employees with the exception of casuals. During the probationary period the Company will assess the skills and capacity of the employee, which will allow the Company and the employee to determine if they wish to continue with the employment relationship.
- 13.24 **Duration of Probation period:** At the commencement of employment the Company shall inform new employees of the duration of the probationary period.
- 13.25 **Induction:** Employees will undergo an induction and orientation program at the commencement of employment, during which time they will be familiarised with the Company, their work sites, the requirements of their position and be issued with a copy of this agreement.

14 CLASSIFICATIONS, PAY RATES & ALLOWANCES

- 14.1 Employees engaged in accordance with this Agreement will be employed in accordance with the classifications set out in Schedule 3.
- 14.2 Full time employees will be paid a fortnightly Guaranteed Payment of 76 hours, as prescribed by Schedule 4 of this Agreement. The annual salary for part time employees will be determined on a pro rata basis.
- 14.3 Hours Worked in excess of the rostered shift shall be paid at the prescribed overtime rate at schedule 4. This rate is calculated as 1.6 times the ordinary hourly rate.
- 14.4 When an employee is required and agrees to work an extra shift, additional to the posted working roster, they will be paid at the prescribed overtime rate as set out in Schedule 4. This rate is calculated as 1.6 times the ordinary hourly rate. Any time worked on such an extra shift and paid at this rate shall standalone from the 76 ordinary hours per fortnight.
- 14.5 Leave payments will be calculated using the prescribed ordinary hourly rate. One day of leave is equivalent to 7.6 hours.
- 14.6 Casual employees will be paid the hourly rates prescribed at Schedule 4, with the casual overtime rate becoming applicable after 76 hours per fortnight.

- 14.7 The rates of pay prescribed will be inclusive of all payments, including shift & weekend penalties, annual leave loading, public holiday payment (except where a public holiday is worked) and casual loading where applicable. The rates take into account all responsibilities for each classification, the workplace conditions and
- 14.8 other factors associated with the required duties, the location of the work and related environmental factors. It covers payment for all worked ordinary hours and any allowances which might otherwise be applicable to the work unless additional allowances are set out in this Agreement.
- 14.9 When an employee is resting at a barracks location and such time exceeds 12 hours from sign off, the employee shall receive payment (barracks detention) for such hours at the ordinary hourly rate. This payment does not count toward working hours for the purpose of counting 76 hours per fortnight.
- 14.10 Where an employee is required to rest away from their home base they shall receive a meal allowance in the amount prescribed by the table below for each 8 hours or part thereof. The proposed increases will be applicable as at the first full pay period on or after the prescribed date.

Meal Allowance	
Upon Certification	\$25.75
Upon 1st Anniversary	\$26.52
Upon 2nd Anniversary	\$27.31
Upon 3rd Anniversary	\$27.50

- 14.11 When an employee is required to use their own vehicle to travel to a work location that is different to their usual home base they shall be reimbursed for the kilometres travelled (shortest route). This payment shall be made in accordance with the rates prescribed by the Australian Taxation Office.
- 14.12 Due to operational requirements, an employee may agree to transfer to another work location (temporary home base), away from their normal home base, on a temporary basis. In such circumstances the Company will pay all reasonable expenses associated with the transfer, accommodation and meal allowances as prescribed by clause 14.9. When operational needs require this period may extend beyond the normal two week transfer limit where agreed by the employee. Hours spent travelling to and from a temporary work location are paid at the ordinary rate and are included in fortnightly hours of work.
- 14.13 Employees shall be reimbursed for all authorised expenses incurred on behalf of the Company. In emergency circumstances, expenses may be incurred without prior authorisation. The emergency services provision may be withdrawn or expenses refused if it is found that it has not been used for genuine situations.
- 14.14 An employee performing driver only operation, shunt, will receive a loading of 9% on the ordinary hourly rate. DOO shunt will only be performed in areas that have been certified for the operation. The rates will be as prescribed at Schedule 4.
- 14.15 An employee performing driver only operation, mainline, will receive a loading of 18% on the ordinary hourly rate. DOO mainline will only be performed on routes certified for the operation. The rates will be as prescribed at Schedule 4.
- 14.16 An allowance of 7% will be paid to the driver in the rear locomotive in 3 person push pull operation for the time spent performing such duties.

- 14.17 The allowance prescribed at 14.15 will be paid to both drivers involved in a 2 person push pull operation for the time spent performing such duties.
- 14.18 Where an employee is temporarily required to perform duties at a higher classification than that to which they are appointed, they will receive payment for the entire shift at the rate prescribed for that higher classification. This is not applicable if an employee is being trained in higher classification and is not fully performing such duties or is only performing them with direct supervision.
- 14.19 If any employee is temporarily performing duties at a lower classification than that to which they are appointed they will continue to receive the rate of pay for the classification to which they are appointed, unless the reduction is in regard to disciplinary procedure 27.3.1.

15 DEPOT LOCATIONS

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.

Home Base sign on points will contain the following:

Secure Car Parking – Consultation will occur at each location where new car parking is proposed.

Amenities including a separate meal room with appropriate facilities.

Employees will be provided lockers in a separate area so they are able to change their clothing

Notice Board : will be provided for safe working notices, temporary speed restrictions for posting and other relevant information. The notice board will be installed in a prominent position

Amenities including a meal room with appropriate facilities.

Communications as required.

Operational documentation.

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

- Echuca
- Melbourne- North Dynon.

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 Introduction of change procedure in Clause 24.

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.

16. TEMPORARY TRANSFER

- 16.1. Where required by the business, Employees may be temporarily transferred to a different Home Base for a period of time.
- 16.2. Temporary transfers will also be used to support commercial activities affected by variable demand and traffic volumes and/or temporary staff shortages.

- 16.3. Volunteers will be called for temporary transfer. 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.
- 16.4. QUBE Logistics (Rail) will provide the means of travelling to and from the temporary location if required. Reasonable time allowances for travelling to and from all locations where motor vehicles are utilised, will apply. Employees will be paid travelling time on a standalone basis, which means that the time will not be deducted from the Duty Cycle Hours. Employees who are temporarily transferred may be authorised to use their own vehicles to travel to and from the temporary location.
- 16.5. Reimbursement for use of private motor vehicle will be in accordance with the relevant clause. 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.
- 16.6. 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 \$120(which will increase with the September CPI increase each year) will be paid as the daily meal allowance for each full day away from their Home Base.
- 16.7. Where accommodation is arranged by QUBE Logistics (Rail), such accommodation shall be of no less than three and ½ star rating.
- 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.

17 HOURS OF WORK

17.1 Principles

In recognition of the particular circumstances of the Company's operations, the overriding concerns in determining hours of work shall be the needs of the Company's clients and safety of operations, including the management of fatigue for operations employees.

- 17.2 **Efficient deployment of staff:** While every opportunity will be taken to accommodate an individual employee's requirements, including family and social needs, this clause focuses on ensuring maximum efficient deployment of employees.

- 17.3 The Roster Cycle hours of work for employees covered by this agreement are deemed to be those hours for which employees are required to work, subject to the following qualifications:

Posted Roster - Each depot, through their local consultative committee, will decide on the structure of the roster and book off day format from the following options:

- **Master Roster:**

All working, for the particular depot, formulated into a roster cycle which will be worked through by all employees of the depot. All working, start times and book off days will be indicated through the full roster cycle.

- **Blank Line Roster:**

Will show days required to work and indicative start times over the full roster cycle. Book off days will be indicated in the roster.

- **Diary Roster:**

Will display all shifts required to work and start times over a 2 week roster cycle. Book off days will be indicated in the roster. If an employee requires any specific book off days in a future posted roster they may request the particular day/s by indicating in the depot roster diary. The Team Leader formatting the roster will take into account and endeavour to comply with all requests.

Whichever rostering style is adopted by the relevant consultative committee at each depot the following rules must be followed:

18 ROSTERING GUIDELINES

Master Rosters

- 18.1 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.
- 18.2 QUBE Logistics in consultation and agreement with the local rostering committee will develop and modify Master Rosters consistent with operational and business requirement.
- 18.3 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.
- 18.4 Where a material change to a Master Roster is proposed, formal consultation can be up to fourteen (14) days.
- 18.5 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 hours per Duty Cycle.
- 18.6 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:

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

There may be more than one roster developed at a location for a similar or the same positions.

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.

Requests for changing RDO's

An employee may request to change an RDO/s on the following basis;
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;

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.

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.

Types of Master Rosters

Full forecast – includes all sign on/off times, all associated tasks, and RDO's

Blank line – includes RDO's only

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.

Working Rosters

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.

Forecast Working for the next 2 weeks which includes all sign on/off times, all associated tasks.

Blank line for the following week which includes all sign on/off times, all associated tasks.

All working that is posted will include sign on and off times, all associated tasks and/or barracks working.

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.

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 for the same assigned tasks.

Any change from the posting of the Working Roster assigned task must be in consultation and agreement with the effected employee/s.

Shift length limit, Interval between shifts, Book off days:

The maximum hours of work for each classification of employee must, at all times, abide by the relevant State and Federal Legislation.

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

Type of Working	Crew Combination	MaxRostered Shift Length (sign on to sign off)
Mainline	• 2 Route Qualified Mainline Drivers	12 hrs
	• 1 Route Qualified Mainline Driver + 1 Non Route Qualified Driver or Driver in Training or 1 Route Qualified Driver Trainer + 2 nd Person	11 hrs
	• 1 Route Qualified Mainline Driver + 2 nd Person	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 2 nd Persons	10 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	11 hrs
	• 2 Route Qualified Mainline Drivers + 1 2 nd Person	10 hrs *
Shunting and/or Provisioning Shifts	All combinations	10 hrs (can be extended by mutual agreement)
DOO Shunting, DOO Mainline, 2 Person Push Pull	DOO Qualified Driver/s	8 hrs

Note * for metropolitan local services the maximum rostered shift length may be increased to 11 hours in agreement with the local consultative committee.

Unqualified Trainees shall only travel as a third person on a train and shall observe the shift limits of the other crew members.

Inclusions in shift limit: Signing on and off for shifts at home base barracks or temporary Home Base are included in the shift limit.

Shift limits may be extended to 16 hours in emergency situations (as defined by relevant legislation) or as provided for in 18.19. Where it is a driver only operation, the maximum shift length of 8 hours may be extended to 10 hours in an emergency situation. Train Crew are not to undertake any operational duties, nor drive a motor vehicle during the emergency extension period.

- 18.7 12 hours between sign off at home base to sign on at home base. An employee can elect to increase this to 13 hours provided they advise management at the completion of the previous shift.
- 18.8 8 hours between sign off at non home base to sign on at non home base. Where 8 hours is not available due to train pathing / timetabling then this can be reduced to 7 hours. An employee can elect to increase this to 8 hours provided they advise management at the completion of the previous shift.
- 18.9 Employees will receive 4 duty free days per fortnight. At least 2 of these will be themselves available for more.
- 18.10 Where a duty free day stands alone they shall be of the following duration.
- 18.11 A minimum of 30 hours in duration where the shift finishes at midnight on one day to commencing at 0600 the day following the duty free day.
- 18.12 Multiple book off days will abide by 18.11 and then 24 hours for each following book off day.
- 18.13 Duty free days will not be infringed upon by the provisions of lift up/lay back unless agreed with the employee concerned.
- 18.14 The roster will allow 4 duty free days per fortnight totalling 104 per annum. If an employee is called on one of the rostered duty free days work is by agreement only and will be paid at the applicable overtime rate.
- 18.15 An employee will not be required to work more than 11 consecutive days. Where 11 consecutive days are worked, a mandatory rest day will occur on the 12th. This is not contained to a "pay" fortnight; it is to be observed over rolling twelve day periods. A mandatory rest day counts as a book off day and will be treated in the manner prescribed by clause 18.11.
- 18.16 Where an employee has rested away from home, a maximum 40 hours is permitted between sign on, at home base on the first shift and sign off at home base on the second shift, unless otherwise agreed between the Company and the affected employee.
- 18.17 Where an employee makes themselves unavailable for work, with the exception of approved leave, their fortnightly payment will be reduced by the number of hours that have been held unavailable. An employee who is not available for their next shift because of minimum rest or operational requirements shall not be subject to this clause.
- 18.18 All employees will be engaged for a minimum 6 hours on each shift. Where less than 6 hours are completed, due to instructions from the Company, it shall be treated as though 6 hours have been completed. This provision shall also apply to a rostered shift cancelled with less than 12 hours' notice.
- 18.19 Where rostered for rest/barracks away from home an employee may be rostered as a return home passenger by the first available means without the need for the prescribed interval at 18.6. However, in this circumstance the shift will not exceed 16 hours of duration from sign on to sign off at home base. During the extension to 16 hours employees will not undertake any operational duties, nor drive a motor vehicle.

An employee may be expected to commence up to 2 hours earlier (lift up) or 4 hours later (lay back) than rostered. Such change can be notified only once per rostered start. If an employee agrees to sign on outside the lift up or layback, stand alone overtime rates will apply for the difference, which includes any shift of barracks working. (E.g. original sign on 1000hrs asked to lay back to 1800hrs-the difference = 4 hours which will be paid as standalone O/T)

- 18.20 On each shift an employee will be entitled to a personal needs/meal break of up to 30 minutes (consecutive). Such breaks will be taken at times that do not interfere with the efficient running of trains or shunt requirements.
- 18.21 When working with an employee not qualified in the relevant route the driver will confer with a supervisor or train controller in order to take their break. This should be taken between the 3rd and 6th hours.
- 18.22 Where a meal cannot be taken a payment of \$26 (wasted meal) will be made, for any genuine cases and these must be submitted on the TRACKO.
- 18.23 On driver only trains the meal break will occur between the 3rd and 5th hours following consultation with a supervisor or train controller.
- 18.24 Where two employees qualified in the relevant route are undertaking line haul/main line duties meals will be consumed on route by rotation of employees.
- 18.25 Where unplanned work is required after main line duties an additional 30 minute break will be taken. The break will be taken at the end of the shift if required by the Company or payment in lieu of time.

19 ANNUAL LEAVE

- 19.1 An employee is entitled to 5 weeks annual leave for each 12 months continuous service. Annual leave will accrue on a pro rata basis from commencement of employment.
- 19.2 Annual leave, when taken, will be paid at the employee's ordinary rate of pay. One day of annual leave shall be equal to 7.6 hours.
- 19.3 Annual leave loading is not applicable. An allowance has been made for this in the annual salary as prescribed at clause 14.7.
- 19.4 Annual leave shall be given and taken at mutually agreed times. Failing agreement on the timing of annual leave, it will be taken at a time fixed by the Company within a period not exceeding twelve months from the end of the twelve months in which the annual leave entitlement accrued and after not less than four weeks' notice to the employee.
- 19.5 Employees may, with the agreement of QUBE Logistics (Rail), cash out accrued annual leave as follows:
- 19.6 Each request made by an Employee must be agreed to in writing by QUBE Logistics (Rail); and,
- 19.7 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.

20 PERSONAL LEAVE

- 20.1 After one month's service with the Company, a personal leave entitlement of 15 days per year will be available to each employee to cover absences due to personal illness or injury (sick leave) or caring for an immediate household or family member who is sick and requires their care and support (carer's leave).

- 20.2 At the end of any year, that year's unused personal leave is cumulative. Personal leave will not be paid out on termination of employment.
- 20.3 Immediate household or family member is defined as spouse, de facto spouse, parent or step parent, child or step child or someone who lives as a member of the employee's immediate family.
- 20.4 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;
 - 20.5 Exceeds three working days; or
 - 20.6 Is taken on any public holiday on which the employee was rostered to work; or
 - 20.7 Is taken before or after a RDO, public holiday, annual leave or long service leave; or
- 20.8 For each instance of personal/carer's leave without a medical certificate exceeding 3 days per 12 month period.
- 20.9 Personal leave, when taken, will be paid at the employee's ordinary rate of pay. One day of personal leave shall be equal to 7.6 hours.
- 20.10 Where an employee has no entitlement to paid personal leave, they will be entitled to up to two days unpaid carer's leave in any instance where they are required to care for an immediate household member who is sick and requires their care and support.

21 COMPASSIONATE LEAVE

- 21.1 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 days. Additional personal leave may be taken if required by the employee.
- 21.2 Compassionate leave will be paid at the ordinary rate of pay and one day is equal to 7.6 hours.

22 TRAUMATIC INCIDENT

- 22.1 Where an operator is involved in a traumatic incident, such as a fatality they will be:
 - (a) relieved as soon as practicable;
 - (b) provided with access to the Employee Assistance Program;
 - (c) provided with an appropriate amount of paid leave to receive any mental health care they require. This is a separate entitlement to any other leave.
 - (d) when leave after a traumatic incident exceeds 3 working days, an employee may be required to attend a company nominated doctor for assessment at a time and location agreed between the employee and management.

23 PARENTAL LEAVE

- 23.1 Under this Agreement, parental leave provisions shall apply in accordance with the National Employment Standard (the "NES").

24 LONG SERVICE LEAVE

- 24.1 Under this Agreement, long service leave entitlements shall be in accordance with Victorian state legislation.

25 JURY SERVICE

- 25.1 An employee required for jury service during his or her ordinary working hours shall be permitted to attend jury service without loss of pay. Payments for Court attendance shall be paid directly to the company. An employee shall notify the company as soon as possible of the date upon which he or she is required to attend for jury service. 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 jury service.

26 PUBLIC HOLIDAYS

- 26.1 Employees will be entitled to the following Public Holidays. If required to work on a Public Holiday, as gazetted by the state and or Federal Government and applicable in the State of Victoria, an employee will receive an additional payment of 7.6 hours at the ordinary rate which shall not count towards the 76 worked hours for the fortnight:

New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queens Birthday, Friday Before AFL Grand Final, Melbourne Cup Day, Christmas Day, Boxing Day and any other days gazetted by the State and Federal Government.

There is no substitution of public holidays for shift workers. 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 substitution made for non-shift workers or any changes made as a consequence of Government Gazettal notices.

- 26.2 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,
- 26.3 All hours worked on the public holiday at the rate of 150% of their Normal Rate for all hours worked on the public holiday, or
- 26.4 A Day in lieu (DIL), where approved by QUBE Logistics (Rail), plus an additional payment of 50% 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.

If an employee is not required to work a Public Holiday as outlined in 23.1, 7.6 hours will be allocated towards their ordinary fortnightly working hours. If the 7.6 hours increases the hours above their ordinary fortnightly working hours, the payment will be described as outlined in 14.3.

27 INTRODUCTION OF CHANGE

27.1 Company's duty to notify

Definite decision for change made by employer: Where the Company has made a definite decision to introduce major changes in production, program, organisation, structure or technology or changes to the workforce that are likely to have 'significant effects' on employees, the Company shall notify the employees who may be affected by the proposed changes and their nominated representatives.

'Significant Effects' include;

- termination of employment,
- major changes in the composition operation or size of the Company's workforce or in the skills required;
- the elimination or reduction of job opportunities,
- promotion opportunities or job tenure;
- the alteration of hours of work;
- the need for retraining or transfer of employees to other work or locations
- restructuring of jobs.

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.

27.2 Company's duty to discuss change

27.3 Where changes are proposed to be introduced as set out in Clause 26.1, the Company shall discuss with the affected employees and their nominated representatives if requested by the employees, the effects;

- the changes are likely to have on employees,
- measures to avert or mitigate the adverse effects of such changes on employees; and,
- shall give prompt consideration to matters raised by the employees and their nominated representatives in relation to the changes.

27.4 The discussions shall commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in subclause 26.1.

27.5 For the purposes of such discussion, the Company shall provide in writing to the employees and their nominated representatives, all relevant information about the changes including:

- the nature of the changes proposed;
- the expected effects of the changes on employees; and,
- any other matters likely to affect employees,

Provided that the Company shall not be required to disclose confidential information, of which the disclosure would be contrary to the Company's interests.

28 CONSULTATIVE COMMITTEE

28.1 Principle

The Company, its employees and their nominated representatives understand the value of regular and constructive communication to improve the overall operation of the Company and work environment of the employees.

28.2 Consultation Committee

The committee shall be a forum for discussions between the Company and employees and their nominated representatives chosen from Dynan or any other future depot in relation to any matters, including but not limited to;

- Company policies and procedures
- Fatigue Management principles
- Alcohol and Drugs
- Home depot basic amenities

The rules of the committee operative at the date of lodgement of this Agreement shall be adhered to for the life of this Agreement and these rules can be varied during the life of this Agreement only by agreement.

The Company and the employees agree that training for members of the committee and open sharing of information are vital for the effectiveness of the committee.

29 EMPLOYEE REPRESENTATION

29.1 The Company acknowledges that an employee may choose to be accompanied by or represented by another employee, a union delegate or a union official in dealing with concerns over workplace matters with the Company. This is subject always to the employee(s) concerned continuing to act in accordance with his / her contract of employment and with this Agreement.

29.2 Subject to bona fide safety issues, discussions held between an employee and his/her representative or discussions by either or both of them with the Company, shall be held with the approval of the Company at times that do not interfere with the normal operations of the Company. The number of employee representatives or union delegates from the workplace involved in any such discussions shall normally be one or equal in number to Company representatives.

29.3 The Company will allow the employee representative / delegate absence from normal duties without loss of pay to represent the interests of employees in on-site discussions with the Company.

30 DISCIPLINARY MATTERS

30.1 **Process:** Any internal investigation in relation to a matter or incident by the Company that may lead to disciplinary action being taken against an employee must apply the principles of natural justice and due process, including:

- The employee being made fully aware in writing of the allegations that are the subject of investigation;
- The employee being provided with sufficient information to enable the provision of an informed response.
- The employee being informed of their entitlement to have a representative present as a witness/support person at any meetings/interviews, if so requested;

- The employee being given reasonable time to prepare a response to the allegations that are the subject of the investigation;

30.2 **Confidential:** Disciplinary inquiries and investigations shall be confidential.

30.3 **Investigations:** Employees under investigation may be subject to the following action during the investigation:

- Suspension from duty with no reduction of pay; or
- Placed on alternative duties; or
- Re-assessed and returned to normal duties.

30.4 **Disciplinary Outcomes:** following the procedure in Clause 27.1 employees may be subject to the following discipline outcomes:

- Verbal warning with a file note entered on the employee's personnel file; or Formal warning or reprimand with a file note entered on the employee's personnel file; or
- Final warning or reprimand with a file note entered on the employee's personnel file; or
- Temporary reduction in position, classification level and pay (for a period of up to twelve (12) months). 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
- Suspension from duty without pay, or
- Dismissal, with or without notice as applicable.

30.5 **Dispute Settling Procedure:** Employees who wish to dispute the outcome of a disciplinary procedure, must follow the procedure set down in Schedule 1.

30.6 **Employee Personnel Records**

30.6.1 **Free Access:** An employee's personnel records shall be made freely available to them. If an employee believes any part of their record is incorrect or improper they can seek to have the record amended by direct request to the Company. The dispute settling procedure as contained in this Agreement may be used if appropriate.

30.6.2 **Confidentiality:** Employee Personnel records shall be kept confidential and in a secure place. Only those elements of those records relevant to the management of the Company shall be provided, on a need to know basis to its managers. Employees may authorise in writing the release of their records to others.

31 **STAND DOWN**

31.1 **Stand down without pay:** the Company may stand down employees without pay for any time during which they cannot usefully be employed in their normal role because of any cause for which the Company cannot reasonably be held responsible.

31.2 **Written notice:** Both the employee and their representatives must receive written notice outlining the date on which the stand down is to commence, the reasons for the stand down and the expected duration of the stand down. This advice is to be provided at least two (2) days prior to the stand down commencing.

- 31.3 Alternative work: the Company will discuss with the employees or if requested their representatives alternative work to be done, such as training, reaccreditations, maintenance etc before proceeding with the stand down
- 31.4 Continuity of Employment: Employees who are stood down under this provision shall be treated for all purposes (other than payment) as having Continuity of Employment.
- 31.5 Resignation without notice: Any employee stood down in accordance with this Clause may, at any time during the stand down, terminate their employment without notice and shall be entitled to receive, as soon as possible, any payments to which they are entitled up to the time of the termination.
- 31.6 No fault to employee: Any employee whose employment is terminated in accordance with Clause 29.5, shall for all purposes (other than payment in lieu of notice) be treated as if their employment had been terminated without default of the employee.
- 31.7 Work with another employer: Any employee who is stood down in accordance with this Clause shall be at liberty to take other employment and, in the event of doing so, it shall be a reasonable excuse for not reporting for duty after being notified to attend for work by the Company that the employee has to work out a period of notice with the employer.
- 31.8 Leave or paid time in lieu: An employee who is stood down in accordance with this Clause may elect to take leave or other time owed by the Company.

32 NOTICE OF TERMINATION

- 32.1 A full time or part time employee employed under this Agreement and the Company both have the reasonable and lawful right to terminate an employee's employment on notice as follows:

Period of continuous service with the Company	Period of Notice
Not more than 3 months	1 day
Over 3 months, under 1 year	1 week
Over 1 year, under 3 years	2 weeks
Over 3 years, under 5 years	3 weeks
Over 5 years	4 weeks

- 32.2 An additional period of 1 weeks' notice by the Company shall apply if an employee has over 2 years' service and will be over 45 years of age at the time of termination.
- 32.3 Where employment is terminated on notice, an employee will continue in employment until the expiry of the notice period, or will accept payment from the Company in lieu of notice. Where an employee resigns and does not work out the required notice period, the Company may withhold payment for the period of notice not worked from any payout of entitlements due to the employee. Any such payment or withholding will be at the employee's normal rate of pay as set out in Schedule 4 of this Agreement. If an employee is absent during the notice period without reasonable cause, they will not be entitled to payment for the period of absence.
- 32.4 Where the Company has given notice of termination to an employee, the employee shall be allowed a minimum of one day's 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.

- 32.5 Despite the foregoing, the Company may dismiss an employee at any time for conduct justifying summary dismissal and then will be liable only for payment up to the time of dismissal.
- 32.6 On termination of employment, the Company will, at an employee's request, give them a statement signed by the Company stating the period of employment, the class of work engaged in and when the employment was terminated. The Company, upon request will also provide copies of Certificates of Attainment.
- 32.7 On termination of employment, an employee must return to the Company all uniforms, identity cards, work tools, keys and all other items issued by the Company. Where on termination an employee fails to return Company property issued, the Company may deduct the monetary value of such property (with due consideration to normal wear and tear) from any payments to be made to the employee on termination.
- 32.8 A redundancy situation may occur where the Company determines that it no longer requires the position the employee has been employed for and this is not due to the ordinary and customary turnover of the business. Where this occurs, conditions relating to redundancy situations and redundancy payments will be in accordance with Schedule 5.

33 ABANDONMENT OF EMPLOYMENT

- 33.1 If an employee is absent from work for a continuous period of seven days without the consent of the Company, it shall be sufficient evidence that the employee has abandoned their employment.
- 33.2 The Company will make reasonable attempts to contact the employee to determine any reasons for the absence. This contact will include writing to the employee at the employee's last known address informing the employee that the absence may result in the employee's service being terminated.
- 33.3 Termination of employment by abandonment in accordance with this sub clause shall operate from the date of the last attendance at work, or the last day's absence in respect of which consent was granted whichever is the later.
- 33.4 Upon termination of employment becoming effective, the employee must return all property belonging to the Company which is held by or under the control of the employee.

34 INDIVIDUAL FLEXIBILITY ARRANGEMENT

An Employer and employee covered by this agreement may agree to make an individual flexibility arrangement about when work is performed, provided that the employee and Employer genuinely agree to the arrangement and the employee is better off overall.

- 34.1 The Employer must ensure that the terms of the individual flexibility arrangement:
- are about permitted matters under section 172 of the Fair Work Act 2009; and;
 - are not unlawful terms under section 194 of the Fair Work Act 2009; and;
 - is in writing and;
 - includes the name of the Employer and employee and;

- is signed by the Employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee and;
- result in the employee being better off overall than the employee would be if no arrangement was made.

Includes details of:

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

The Employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

The Employer or employee may terminate the individual flexibility arrangement:

- by giving no more than 28 days written notice to the other party to the arrangement; or
- if the Employer and employee agree in writing.

35 SIGNATORIES

This Agreement is made at..... on the day of
..... 2016.

.....
Signed for and on behalf of
Qube Logistics Rail
Acting as the duly authorised representative of
the Company empowered to sign this Agreement.

(Please Print)

Name

Address.....

Title.....

.....
Signed for and on behalf of
AUSTRALIAN RAIL, TRAM & BUS UNION
Acting as the duly authorised representative of
the Union empowered to sign this Agreement.

(Please Print)

Name

Address.....

Title.....

SCHEDULE 1 – DISPUTE RESOLUTION PROCEDURE

Dispute settling steps:

1. In the event of a dispute arising at job level, the employee, or at the employee's request the employee's representative and the relevant supervisor shall immediately confer at job level and shall attempt to resolve the issue without delay.

Lack of Agreement at job level:

2. If the dispute is unable to be resolved at job level, the employee or the employee's representative (if requested by the employee to represent the employee) will discuss the matter in dispute with the relevant manager of the Company. Where the employee wishes to involve the union in the matter, a Branch official may be involved at this level of the procedure.
3. If the matter remains unresolved the question shall be discussed between the Company's representative and the representative of the employee(s). Each representative shall take all reasonable steps to resolve the dispute.
4. If the dispute remains unresolved after the procedures specified in the previous clauses have been concluded, the matter shall be referred to the Australian Industrial Relations Commission for resolution. The Commission shall have all the procedural powers it considers necessary or appropriate for the resolution of the dispute where the parties agree to vest the Commission with such powers on a case by case basis.

Normal operations to continue:

While the above procedures are being followed, all work shall continue as normal prior to the dispute occurring.

1. Normal work not to continue: Normal operations will not continue where a genuine and serious safety concern makes it unsafe to continue normal operations and is the issue in dispute.
2. Settlement of dispute not affected if normal work continues: The ultimate terms of the settlement of the dispute shall not be affected in any way, nor shall the rights of any person involved in the dispute be affected by or prejudiced by the fact that normal work has continued without interruption.

48 hour cooling off period:

The commitment by the parties to this process represents a joint recognition that the dispute avoidance and settlement procedure is a key feature of this Agreement. After each of the steps in the previous dispute settling steps 1-4 are complete there is a 48 hour cooling off period between each step.

Workplace Representatives:

The Company will formally recognise an employee(s) representative(s), duly elected or appointed by the employee(s) in the workplace as their legitimate representative.

Where employee(s) at the workplace have chosen to have a workplace representative(s) to represent them in an employment related matter, the employer shall provide the representative reasonable time to discuss the matter with the employee and management. To facilitate the representative role, the employer shall make available existing facilities such as:

- Private Meeting Room

- Facsimile machine
- Landline telephone
- Photocopying facilities

Whilst maintaining the Company's operational requirements, employee representatives will be afforded reasonable opportunities without loss of earnings to conduct appropriate activities relating to train crew employed by the Company.

Qube Logistics Victorian Rail EA 2015

SCHEDULE 2 – DEFINITIONS

“Commission”	means the FairWork Commission
“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 & Take Away Food component). This adjustment shall be made annually in the first full pay period following the relevant dates as stated in this Agreement.
“Fixed term Employment”	means a form of employment where an employee is employed for a defined period or task and shall be paid in accordance with the conditions of a full-time or part-time employee as applicable
“Guarantee Payment”	Full Time & Temporary Fixed Term Employees: As a minimum, the Company shall make payment of an amount equal to the appropriate Annual Aggregate Salary prescribed by Schedule 4 of this agreement (for each particular classification of employee) divided by twenty-six, on a fortnightly basis.
“Home Base”	means the employee’s appointed operational base or temporary operational base if working away from home on temporary transfer
“Hourly Base Rate”	means the hourly rate applicable to the “Ordinary Hours” component of the remuneration
“Ordinary Hours”	means the number of Ordinary Hours worked over a Roster Cycle necessary to average 76 Ordinary Hours per fortnight over the Roster Cycle.
“WHS Act”	means, as applicable, the relevant Work Health & Safety requirements as provided for in the State in which the company operates.
“Overtime”	means where referred to in this Agreement, overtime to be paid in accordance with Clause 16.
“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 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 Workplace Relations Act 1996
“Train Crew”	means those employed in the Locomotive Operations stream as described in classifications Schedule 3
“NES”	Means the National Employment Standard

SCHEDULE 3 – CLASSIFICATIONS

Classifications

Locomotive Driver Stream

Employees will progress through each level subject to Company requirements and after achieving the relevant competences.

Level Description

- | | |
|----------|---|
| 1 | Trainee Locomotive Driver (Unqualified) <ul style="list-style-type: none"> • Undertaking induction & training to progress to level 2. • Duties in accordance with relevant position description. |
| 2 | Trainee Locomotive Driver (qualified) <ul style="list-style-type: none"> • Is competent to perform and is performing the requirements of 2nd person. • Duties in accordance with relevant position description. |
| 3 | Senior Trainee Locomotive Driver <ul style="list-style-type: none"> • Has undertaken training and is performing duties in relation to engine, air and train inspection. • Duties in accordance with relevant position description. |
| 4 | Locomotive Shunt Engine Driver (qualified) <ul style="list-style-type: none"> • Is qualified to and performs driving operations in designated yards and local routes. • Duties in accordance with relevant position description. |
| 5 | Locomotive Driver (qualified) <ul style="list-style-type: none"> • Performs mainline operations • Duties in accordance with relevant position description. |
| 6 | Locomotive Driver Trainer <ul style="list-style-type: none"> • Coordinates, performs training. • Duties in accordance with relevant position description. |
| 7 | Driver Team Leader <ul style="list-style-type: none"> • Coordinates crew depot arrangements • Duties in accordance with relevant position description. |

SCHEDULE 4 – RATES

Rates of pay for the term of this Agreement will be as prescribed by the tables below for each classification. The rates will increase as described in the following table and be effective as at the first full pay period on or after the anniversary date each year for the life of the Agreement.

Rates Upon certification	As Per below table
Upon 1 st anniversary	3%
Upon 2 nd anniversary	3%
Upon 3 rd Anniversary	3%

Rates Effective 7 days after FWC ratification	1	2	3	4	5	6	7
Level	Trainee Locomotive Driver (unqualified)	Trainee Locomotive Driver (Qualified)	Senior Trainee Locomotive Driver	Locomotive Shunt engine Driver	Locomotive Driver (Qualified)	Locomotive Driver Trainer	Driver Team Leader
Permanent Employees							
Annual	\$54,992.08	\$61,394.32	\$66,492.40	\$84,394.96	\$87,141.60	\$88,920.00	\$99,096.40
Weekly	\$1,057.54	\$1,180.66	\$1,278.70	\$1,622.98	\$1,675.80	\$1,710.00	\$1,905.70
Hourly	\$27.83	\$31.07	\$33.65	\$42.71	\$44.10	\$45.00	\$50.15
Overtime Rate	\$44.53	\$49.71	\$53.84	\$68.34	\$70.56	\$72.00	\$80.24
Driver Only Operation Shunt Ordinary					\$48.07	\$49.05	\$54.66
Driver Only Operation Shunt Overtime					\$76.91	\$78.48	\$87.46
Driver Only Operation Mainline Ordinary					\$52.04	\$53.10	\$59.18
Driver Only Operation Mainline Overtime					\$83.26	\$84.96	\$94.68
Casual							
Hourly	\$34.79	\$38.84	\$42.06	\$53.39	\$55.13	\$56.25	\$62.69
Overtime Rate	\$55.66	\$62.14	\$67.30	\$85.42	\$88.20	\$90.00	\$100.30
Driver Only Operation Shunt Ordinary					\$60.09	\$61.31	\$68.33
Driver Only Operation Shunt Overtime					\$96.14	\$98.10	\$109.33
Driver Only Operation Mainline Ordinary					\$65.05	\$66.38	\$73.97
Driver Only Operation Mainline Overtime					\$104.08	\$106.20	\$118.35

Upon certification of this Document the company will pay each employee a Bonus calculated on length of service at a rate of \$117 per month (\$1404 P/A) for each month of service since January 2012

SCHEDULE 5 – REDUNDANCY

1. Discussions before termination of employment:

A redundancy scenario arises where the Company considers that it no longer requires the position an employee has been performing, and this is not due to the ordinary and customary turnover of labour in the business.

Where a redundancy scenario may lead to termination of employment, the Company shall hold discussions with the employee/s directly affected.

The discussions shall take place as soon as is practicable after the Company has become reasonably aware of the possible redundancy scenario. The Company 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.

For the purpose of the discussion the Company shall, as soon as practicable, provide in writing to the employees concerned, all relevant information about the possible terminations of employment. This information will include the reasons for the possible terminations, the number and the names of employees likely to be affected, the number of employees normally employed and the period over which the terminations are likely to be carried out.

Provided that where the disclosure would be contrary to the Company's commercial interests, the Company shall not be required to disclose confidential information.

2. Transfer to Lower Paid Duties

Where an employee agrees to transfer to lower paid duties for reasons set out in this clause 1 of this schedule, the employee shall be entitled to the same period of notice of transfer as he or she would have been entitled to if his or her employment had been terminated.

The Company may, at its option, make payment in lieu thereof of an amount equal to the difference between the former Annual Aggregate and the new lower Annual Aggregate for the number of weeks of notice still owing.

3. Severance pay

In addition to any period of notice prescribed for ordinary termination in clause 29 of this Agreement, an employee whose employment is terminated in a redundancy scenario shall be entitled to the following amount of severance pay in respect of a continuous period of service:

- A service payment of three weeks ordinary time wages for each year of service and pro rata for part years.
- The maximum service payment under this clause / policy shall be 40 weeks.
- The minimum service payment to any employee retrenched shall be 3 weeks wages.

For the purposes of this sub-clause, "weeks' pay" means the "Weekly Aggregate"

4. Alternative employment and incapacity to pay.

The Company, in a particular redundancy case, may make application to the FairWork Commission ("FWC") to have the general severance pay prescription varied if the Company obtains acceptable alternative employment for an employee.

5. Time off during notice period

During the period of notice of termination given by the Company, an employee shall be allowed a minimum of one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

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 at an interview otherwise the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

6. Notice to Centrelink

Where a decision has been made to terminate employees in the circumstances outlined in clause 1 of this schedule, the Company shall notify the nearest Centrelink office as soon as possible giving relevant information including the number and type of employees likely to be affected and the period over which the terminations are likely to occur.

7. Employees exempted

This clause shall not apply where the employment, which is less than one year's service, is terminated as a result of conduct justifying dismissal; or to casual employees, apprentices or employees engaged for a specific task or tasks, or term. It does not apply to employees retiring.

8. Transfer

Where the Company offers and the redundant employee accepts a transfer to another location within the Company, the employee shall be entitled to receive reasonable removal expenses and allowances for both the employee and his or her dependents.

9. Transmission of Business

Provisions not applicable: The provisions of this schedule are not applicable where a business is before or after the date of this Agreement, transmitted from the Company (in this sub-clause called the transmitter) to another employer (in this sub-clause called the transferee), in any of the following circumstances:

- (a) **Continuous Employment:** Where the employee accepts employment with the transferee which recognises the period of Continuous Employment which the employee had with the transmitter and any prior transmitter to be Continuous Employment of the employee with the transferee; or
- (b) **Employment offer rejected:** Where the employee rejects an offer of employment with the transferee:
 - (i) in which terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and
 - (ii) which recognises the period of Continuous Employment which the employee had with the transmitter and any prior transmitter to be Continuous Employment of the employee with the transferee.

SCHEDULE 6 – DRIVER ONLY OPERATION

1 DRIVER ONLY OPERATIONS (DOO)

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

In particular but not limited to:

- 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 mandated by the appropriate State Authority
- Penalty Brake application alarm to Train Control.
- Deadman device Technology as mandated by the appropriate State Authority.

- 1.4 Mainline Work

The minimum amount of time spent in barracks (or rest away from home) for DOO mainline shifts will be 10 hours.

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. Local, relief, available and shunt shifts, where practical, are to be rostered to intervene between DOO shifts.

Any one week (i.e. one line of the roster) containing mainline DOO shifts shall not exceed 40 hours.

Rosters for mainline DOO shall be based on the timetabled train running time.

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.

- 1.5 DOO Implementation

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.

There shall be no forced redundancies or relocations as a result of the introduction of Driver Only Operation.

DOO shunting will be implemented at all sites in accordance with this Agreement.

DOO mainline relief will be implemented in all corridors, in accordance with this Agreement.

Qube Logistics Victorian Rail EA 2015

SCHEDULE 7- REMOTE CONTROL SHUNTING

- 1 The Company may during the life of this agreement, wish to evaluate the use and introduction of new technology in its operations, such as:
 - Remote Control Shunting.
 - Remote Control Loading / Unloading.
 - Remote Control Shunting Tractor.
- 2 This will be subject to Consultation and a business case proposal.
- 3 The introduction of this working will attract a minimum allowance of 9 %.

SCHEDULE 8- PUSH-PULL OPERATIONS - TERMS & CONDITIONS

1 Person Push-Pull Operations:

- (a) These terms and conditions are regarded as the conditions peculiar to three person Push-Pull Operations.
- (b) Three person Push-Pull Operations shall be crewed by at least two route qualified drivers. A qualified driver must be on the front and rear locomotive at all times. The third person shall be suitably qualified in systems of relevant state safe working for the route and will travel on the lead locomotive in the direction of movement.
- (c) There must be clear and concise communications between the front and rear locomotives at all times.

2 Person Push-Pull Operations:

- (a) These terms and conditions are regarded as the conditions peculiar to two person Push-Pull Operations.
- (b) Two person Push-Pull Operations shall be crewed by two DOO and route qualified drivers.
- (c) There must be clear and concise communications between the front and rear locomotives at all times.
- (d) All locomotives must be approved DOO Mainline locomotives

3 No agreement:

In the event of disagreement the Dispute Settling Procedure will apply

SCHEDULE 9 – ACCOMODATION STANDARDS

Minimum Accommodation Standards for Company Employees

General Standards

- Hotels/Motels must be a minimum 3 ½ star rating accredited by NRMA or equivalent.
- At a location where 3 ½ rating is not achievable, or any of the following conditions cannot be met, an agreement between the Local Consultative Committee and the Company, regarding a lesser standard will take place.
- The accommodation must be in a quiet location.
- Rooms must be acoustically sound to prevent external noise or noise from adjacent rooms impacting upon the occupant's ability to sleep at any time of day or night.
- The accommodation must be within easy walking distance to the sign on point or transport must be provided.
- The allocated rooms must be available at all times for the duration of the contract.
- Rooms cleaned and serviced after each use.
- Reverse cycle air conditioning with individual adjustment for each room.
- Hot and cold running water.
- Power points (including shaver) to be provided, including in bathroom.
- Draft excluder for any external doors.
- Window shutters with blinds or drapes (black out type) to exclude daylight. (Not required if design of building removes the ability of external light to reach sleeping area by other means).
- Key security.

Cleaning & Privacy

- The Management of the establishment must ensure cleaning staff and maintenance operations are precluded from entering any area where Train Crews may be sleeping during normal daytime hours.
- This can include (but is not limited to) appropriate signage, physical barriers, and/or nominated "quiet" areas.

Meals and Cooking Facilities

- All members are entitled to partake of hot, cooked meals at any time during their absence from their homes.
- Barracks and Hotels / Motels must have 24 hour cooking facilities.

Alternative Meal Arrangements:

- Kitchenette type facilities (stove/cooker, griller and utensils) are to be available in each room. Rooms must also have a microwave oven, toaster, tea/coffee facilities, crockery and cutlery.
- Where Kitchenette type facilities are not available (and alternative accommodation with these facilities is not available), the employer is responsible for organising for the provision of cooked meals at times as required by members during their stays (if required outside the normal business hours).
- Such meals are to be made available to employees at a price consistent with the meal allowance being paid to the employee as part of the prevailing industrial agreement.
- If meals cannot be provided, the employer is responsible for providing/arranging suitable transport to enable members to readily access cooked meals at other suitable locations.
- As an alternative, if the employer can arrange access to full cooking facilities at either a central location at the accommodation, or arrange access to the kitchen at the

accommodation, this may be acceptable following consultation with workplace representatives.

Sleeping Quarters Beds:

- Double bed ensemble (long type).
- The bed must be no less than King Single size ensemble.
- Electric Blanket.
- Spare pillow & blanket.

Clothes hanging areas:

- Wardrobe for hanging clothes.

Radio Alarm Clock:

- Must be in all individual rooms if no other method of being called for duty is available.
- Crew calling facilities. A suitable method for calling crews at rest (wake up calls) must be provided by the employer at any location where crews are required to undertake rest in accordance with relevant Workplace Agreement/s

General Amenities

- Refrigerator:
- Colour TV :
- Fitted carpet to be provided in areas (including hallways) except wet areas.
- Table and chairs in individual rooms.

Direct Dial Telephone

- for outgoing calls.
- Phone calls made to legitimate nominated locations/numbers such as depots/Trains/Train Control Centres, related to the employee's duties, are the responsibility of the employer.
- Provision must be made for any such calls to be billed to the employer unless other alternative arrangements are in place

Clothes Drying Facilities

- Iron & Ironing Board in all individual rooms. Must be available 24 hours a day.