

AFULE



NEW Traincrew Enterprise Agreement Information

The Main Conditions in the Proposed Train Crew Enterprise Agreement are:

Employment security - Your employment security is ensured by no forced relocations and no forced redundancies for the life of the agreement – which is until 31 December 2013.

Transfer of business payment - \$4000 payment to employees will be made if QRN is privatised.

Wage increases as follows:

Coal levels 1 & 2

Freight levels 1, 2 & 3

- 4% on 26 June 2011
- 4% on 26 June 2012
- 2% on 26 June 2013

Freight levels 4 & 5

- 4% on 1 October 2010
- 4% on 1 October 2011
- 4% on 1 October 2012
- 1% on 1 October 2013

Security of Rail Passes – Rail Passes will operate and be issued for the life of the agreement.

Super - QSuper superannuation entitlements will be maintained.

Policies - Current employment policies that confer a benefit will be maintained and can only be changed by agreement.

Recognition of Service from Queensland Rail – length of service, sick leave, annual and long service leave are transferred to QRN.

Federal Government Paid Parental Leave Scheme - Inclusion of Federal government paid parental leave scheme with superannuation payment to be paid in addition to existing paid parental leave;

Union Consultation - Improved and clearer consultation obligations with unions and employees including if contracting out is being considered;

PRD Facilities - Provision of payroll deductions to pay your union fees;

Union Delegate's Rights - union delegates will be advised of intended induction sessions and provided with opportunities to discuss union membership with new employees at the session; given reasonable access to facilities for undertaking representative activities;

Trade Union Training/Industrial Relations Leave for Delegates - paid time off to acquire knowledge and competencies in industrial relations.

The AFULE and the Joint Rail Unions have ensured the continuation and protection of all other terms and conditions of your existing agreements

There are some changes to the words of the document

Some provisions are expressed differently but do not change your entitlements – this is to comply with the Fair Work Act – an example is *Leave for own illness/injury* will become *Personal Leave* and this will include carer's leave.

Times will be expressed in hours rather than days and weeks.

Annual leave, in accord with the Fair Work act, accrues progressively throughout the year to a maximum entitlement of 200 hours (5 weeks).

Flexibility Clause

The proposed agreement includes a workplace flexibility clause that builds on Traincrew's existing right to elect to work their BLPs. Under the Fair Work Act all agreements must include such a term.

The term can only be used to make an employee better off and any agreement must explain in writing how the individual employee is going to be better off. Employees do not have to agree to enter into a flexibility arrangement with QRN.

National Employment Standards (NES)

QRN should make available a copy of the NES for you to consider in relation to your agreement. These are minimum employment standards as set out in the Fair Work Act. The Proposed terms of the Traincrew Enterprise Agreement are more favourable than the NES.

WHAT HAPPENS NEXT

Over the coming week information sessions will be conducted by unions and QRN management.

The AFULE will have representatives at these sessions. You can also contact the State Office on **3257 1151** or by email: statesecretary@afule.org.au if you have any questions or concerns.

You will be asked to decide if you accept the new Enterprise Agreement by voting.

You will be asked to vote either over the phone using an automated system or in person at your workplace. The current Union Collective Agreements will no longer apply to you if the majority of employees accept the new Enterprise Agreements.

The AFULE supports a **YES** vote accepting the new agreement.

