

Final Document for Voting @ 5 January 2011

**AUSTRALIA EASTERN RAILROAD
NORTH QUEENSLAND RAIL OPERATIONS
ENTERPRISE AGREEMENT 2011**

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PART 1 - THE AGREEMENT AND ITS OPERATION

1. TITLE

This agreement shall be known as the Australia Eastern Railroad North Queensland Rail Operations Enterprise Agreement 2011.

2. WHO IS COVERED BY THIS AGREEMENT

This agreement covers:

- 2.1. Australia Eastern Railroad Pty Ltd (AER) and all employees of AER in North Queensland who are engaged in the operations of AER in any of the classifications set out in clause **Error! Reference source not found.** of this agreement; and,
- 2.2. The Australian Rail, Tram and Bus Industry Union, Queensland Branch (RTBU) and Australian Federated Union of Locomotive Employees, Queensland Union of Employees (AFULE) (subject to those unions notifying Fair Work Australia that they seek to be covered by this agreement and Fair Work Australia approving this agreement).

3. RELATIONSHIP TO PREVIOUS AWARDS OR AGREEMENTS

This Agreement supersedes all previous agreements and all awards, agreements and orders of any Federal, State or Territory body relating to the operations and/or employment in the industries and/or industrial pursuits governed by this agreement.

4. DATE AND PERIOD OF OPERATION

This agreement shall operate from the seventh day after AER receives notice from Fair Work Australia that the agreement has passed the Better Off Overall Test (BOOT). The nominal expiry date of the agreement is 31 December 2013.

5. DEFINITIONS AND INTERPRETATIONS

In these terms and conditions, unless the context otherwise requires, the following expressions shall have the following meanings:

- “**AER**” Australia Eastern Railroad Pty Ltd (ACN 080 579 308).
- “**Casual employment**” A form of employment where an employee is not employed on a permanent basis is employed by the hour, and does not meet the definition of a part-time or fixed term employee.
- “**Competent Person**” – A person who is trained and qualified to assist in rail operations when the locomotive supervisory system fails.
- “**Direct Supervision**” – Supervision of an employee where the supervising person is in close physical proximity to the employee being supervised
- “**Distance Supervision**” – Supervision of an employee where the supervised employee is in line of sight of, or in radio contact with, the supervising person
- “**Distributive Power**” - A train configuration with hauling locomotive/s at the lead of the train consist and other locomotives distributed throughout the train and or at the rear (Push / Pull Mode) as single or multiple units in multiple locations and remotely controlled from the leading locomotive.
- “**Driver Only Operation (DOO)**” Occurs where a single qualified locomotive driver is the only person to have sole responsibility for the control, operation and procedures of the locomotive and / or train in either a DOO Shunt or DOO Mainline capacity.

- **“Emergency”**, For the purposes of clause 4.2 (Call Out during rest period) of Appendix 3 means an emergency due to an actual or imminent occurrence (such as fire, flood, storm, earthquake, explosion, accident, epidemic or warlike action) which endangers, or threatens to endanger, the safety of persons or destroys or damages, or threatens to destroy or damage property.
- **“Fixed term employment”** A form of employment where an employee is employed for a defined period or task.
- **“Full time employment –”** A form of employment where an employee is employed on the full time average of 38 hours per week and two reasonable additional hours per week averaged over the pay fortnight or roster cycle as the case may be.
- **“Home depot”** The employee’s appointed operational base or temporary operational base where the employee is working away from home on temporary transfer.
- **“Incidental and peripheral”** means:
 - An employer may direct an employee to carry out such duties as are reasonably within the limits of the employee’s skill, competence and training.
 - An employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment (where relevant).
 - Any direction issued by AER will be consistent with AER’s responsibilities to provide a safe and healthy working environment.
- **“North Queensland”** – means any AER rail operations covered by an area from Proserpine North and West to Mt Isa including Phosphate Hill”
- **“Ordinary hours”** For a full time employee means an average of 40 hours per week (consisting of 38 hours and two reasonable additional hours) averaged over a roster cycle.
- **“Ordinary rate of pay”** means the employees rate of pay as provided for at clause 27 (Rates of Pay).
- **“WH&S Act”** The Workplace Health and Safety Act 1995 (Qld)
- **“Part time employment”** means a form of employment where an employee is employed on a number of hours less than the full time employment average number of hours.
- **“Policy/policies”** A new or existing AER policy as amended from time to time.
- **“Roster cycle”** A designated period over which work is arranged and the hours of work may be averaged.
- **“Second Person”** - A person qualified to assist with Locomotive Operations and/or assist with rail operations.
- **“Seconded employees”** - means employees of another company within the QRN group of companies who are performing work for AER which is governed by this agreement
- **“Stand alone”** The hours paid will not be included in the calculation of ordinary hours.
- **“The Act”** The Fair Work Act 2009.

6. INTENT AND OBJECTIVES

- 6.1. **Relationship of parties** - This agreement reflects the relationship between AER, its employees and unions covered by this agreement and their commitment to deliver a dynamic and responsive work environment to all stakeholders.
- 6.2. **Continuous Improvement** - The parties acknowledge that it is critical an increased level of business competitiveness is achieved through the development and implementation of an effective and harmonious workplace environment focussed on continuous improvement in operational reliability, provision of customised service delivery solutions and improved productivity.

- 6.3. **Consultation to Avoid Disruption** - The parties recognise the vital importance of on-time and reliable provision of services to AER's customers. To ensure that this service is provided, the parties commit to making every possible effort to avoid disruption to services by undertaking extensive consultation on the issue as provided for in clause 51 (Consultation).
- 6.4. **Commitment to Objectives** - The parties to this agreement are committed to achieving the following broad objectives:
- 6.4.1. *Business Environment* - To provide an environment and work culture that encourages integrated business and operational strategies that achieves maximum potential for commercial viability, business growth and the provision of an efficient, value added and reliable service to AER's customers.
- 6.4.2. *Mutual Trust, Consultation etc* - To encourage mutual trust, cooperation, consultation and open communication.
- 6.4.3. *Employee Standards* - To provide fair and equitable working conditions, remuneration and satisfying work together with high standards of workplace health, safety and equal opportunity.
- 6.4.4. *Training and Development* - To provide training and development, including nationally accredited competency based training, to enhance the skills and knowledge to assist each employee to reach their full potential.
- 6.4.5. *Work Life balance* - To provide an appropriate work / life balance within the framework of a 24/7 operational environment and the employees' family, domestic, community and social requirements.

PART 2 - CONTRACT OF EMPLOYMENT

7. CONDITIONS OF EMPLOYMENT

- 7.1. **Work as Directed** - Within the limits of their skills, competence and training, employees shall undertake their duties as directed and use any tools and equipment as required for the efficient performance of those duties. 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 task. AER commits not to promote deskilling through requiring this degree of flexibility.
- 7.2. **Employee Obligations** - Employees are required to do all things reasonably necessary to attain and maintain the required levels of skill, competence, health and fitness to perform their work in a safe, efficient and productive manner.
- 7.3. **Weekend and Shiftwork requirements** - Employees may be required to undertake shift work and / or weekend work in the course of their employment. The following requirements shall be observed in regard to this requirement:
- 7.3.1. *Hours Arrangement in writing* - New employees shall be informed in writing of the arrangement of their working hours at the time of engagement.
- 7.3.2. *Reference to Payments* - Provisions relating to payments for working ordinary hours on weekends and / or shift work are provided for at clauses 28 (Weekend) and 29 (Shift work) respectively.
- 7.4. **AER policies**
- 7.4.1. Where AER policies confer a financial benefit or other entitlement to an employee where an actual amount or entitlement is stated in the policy, the part of the policy that confers such benefit or entitlement will only be reduced or removed through agreement between AER and the unions covered by this agreement.
- 7.4.2. In instances where policies are required to be altered to be consistent with changes in legislative, regulatory or law requirements, agreement between AER and the unions covered by this agreement is not required to make these changes.
- 7.4.3. In respect to the Attraction and Retention Allowance Policy, the taxable rate which can not be reduced or removed without agreement is as follows
- \$150 per week for permanent employees who are not in receipt of QR National subsidised housing and who reside in the locations of Hughenden, Cloncurry and Mount Isa.
- 7.5. **Credit for Service with a QR National Company**
- 7.5.1. Where an employee commencing employment with AER was employed by another company within the QR National group of companies (QR National company) immediately before commencing employment with AER, the employee will be credited with the following:
- any untaken annual leave accruals with the QR National company as at the date of termination of employment from that QR National company;
 - any untaken personal/carer’s leave accruals with the QR National company as at date of termination of employment from that QR National company;
 - any untaken long service leave accruals with the QR National company as at date of termination of employment from that QR National company.
- 7.5.2. Service of the employee with the QR National Company will be deemed to be service with AER for the purpose of service-based entitlements.
- 7.5.3. The amount of leave and service credits applied by AER under this clause will be as advised in writing to AER by the QR National company.

8. FORMS OF EMPLOYMENT

8.1. General Principles and Provisions

- 8.1.1. *Employment Type* -- AER may employ on a permanent full time, permanent part time, fixed term, or casual basis.
- 8.1.2. *Agreement to change Employment type* - Subject to clauses 13.10 (Temporary Transfer), 15 (Disciplinary Matters) and 16 (Rail Safety Work Requirements) existing employees shall not have their form of employment changed without their written consent.
- 8.1.3. *Advice to new Employees* - New employees shall be advised of the form of employment they are being employed in prior to engagement and for all forms of employment, other than short term casual arrangements, such advice shall be in writing.
- 8.1.4. *Appointment to Permanent Positions* - Where permanent full time positions become available preference will be given to suitable permanent part-time or fixed term employees who wish to be considered for appointment to these positions. AER will, in the first instance, seek expressions of interest from suitable employees and these expressions will be considered through a merit based selection process which involves review of applications, interview and selection, written advice to all applications and feedback to short listed applicants.

8.2. Probationary Employment

New employees will be subject to a probationary period under the following conditions:

- 8.2.1. *Initial Period of Probationary Employment* - There shall be an initial period of up to 6 months probation for all new employees excluding casuals. An initial probationary period of less than 6 months may be extended by written agreement between AER and the employee provided that the total probationary period does not exceed 6 months. The period of probationary employment will be commensurate with the requirements of the position, the experience of the recruit and will be outlined in the written offer of employment.
- 8.2.2. *Employee Performance Plan* - On commencing employment and throughout the probationary period, probationary employees will be advised of the performance standards required and will undergo regular performance reviews during the period of probationary employment. If during the probationary period an employee's performance is not meeting the requirements of the position, necessary support will be provided and remedial action taken to assist the employee to meet the requirements of the position.
- 8.2.3. *Termination* - During the probationary period, the employee's employment may be terminated by either the employee or AER by providing one week's written notice or payment in lieu of notice and the employee is required to return any company issued property in their possession.
- 8.2.4. A Probationary employee's employment may be terminated for reasons including (although not limited to) where the employee:
- Is unable to demonstrate the required skill or ability; and/or,
 - Demonstrates inappropriate behaviour,
- 8.3. **Permanent Full Time Employment** - A permanent full time employee is an employee engaged on a full time basis with the expectation on both AER's and the employee's part of a regular, permanent on-going employment relationship.

8.4. **Part Time Employment**

- 8.4.1. *Less than Full Time Hours* - Part time arrangements shall be subject to the suitability of the operations and shall be any number of hours less than the full time hours as agreed between AER and the employee and outlined in the written offer of employment.
- 8.4.2. *Hours worked to be Agreed* - The arrangement of hours shall be mutually agreed between AER and the employee.
- 8.4.3. *Hours may be Varied* - AER and a part time employee may agree to vary the number of part time hours and such agreement shall be in writing.
- 8.4.4. *Minimum Hours* - The ordinary hours for part time employees shall be a minimum of 16 hours per week averaged over the roster cycle.
- 8.4.5. *Overtime* - A part time employee may be required to work additional hours beyond the ordinary hours as agreed from time to time. In such cases, the employee shall be paid overtime in accordance with clause 31 (Overtime).
- 8.4.6. *Pro Rata Pay and Conditions* - Employees shall receive, on a pro rata basis, equivalent pay and conditions to those of full time employees in the same position. Refer to clause 27.6 (Part Time rate) for part time pay arrangements.
- 8.4.7. *Part Time Offers* - Where AER is proposing to introduce a part time arrangement it shall consider, where practicable, offering the part time arrangement to existing employees before seeking external appointments.

8.5. **Fixed Term Employment**

- 8.5.1. *Forms of Employment* - An employee may be engaged on a full time or part time basis for a fixed term for purposes including project work, peak or short term additional workload, unplanned absences, etc. The fixed term shall be agreed between AER and the employee and the arrangement shall be outlined in the written offer of employment.
- 8.5.2. *No Ongoing Obligation* - There is no obligation upon AER to offer ongoing employment beyond the term contained in the offer of employment. A further fixed term may be offered continuous with the previous term without changing the temporary nature of the employment arrangement. Any such further term shall be detailed in a written offer.
- 8.5.3. *Terms and Conditions* - A fixed term employee shall be entitled to the same terms and conditions of this agreement, other than long service leave and redundancy, as applicable to a permanent full time or permanent part time employee occupying the same position.
- 8.5.4. *Termination during Employment Period* - Other than in cases of serious misconduct, justifying summary dismissal, AER may terminate the employment of a fixed term employee at any time during the term of employment by giving notice of one week or payment in lieu of notice for each day short of the one week.
- 8.5.5. *Termination Payments* - Upon termination, a fixed term employee shall be entitled to the payment of any accrued annual leave entitlements.

8.6. **Casual Employment**

- 8.6.1. *Requirements for Casual Labour* - An employee may be engaged on a casual basis to satisfy short term or irregular labour requirements that cannot be reasonably accommodated in a part time / fixed term arrangement.
- 8.6.2. *How engaged – by the Hour* - Casual employees shall be employed and paid by the hour and each separate period of employment shall be arranged by mutual agreement between AER and the employee.

- 8.6.3. *No Ongoing Employment Guarantee* - Subject to clauses 8.6.7 and 8.6.8 (Full Time Conversion Processes), there shall be no obligation upon AER to provide or guarantee ongoing employment to a casual employee beyond each separate and agreed period of employment.
- 8.6.4. *Notice Period* - AER or the employee may terminate the casual employment arrangement by providing one hours notice, however, either AER or the employee may provide a greater period of notice.
- 8.6.5. *Hourly Rate and Loading* - Casual employees shall be paid at the hourly rate for the classification they are engaged in plus a loading of 23% in lieu of any forms of paid leave, public holidays not worked, and notice of termination, redundancy benefits and other attributes of full time employment. The loading will form part of the employees classification rate of pay and be paid as an all purpose rate.
- 8.6.6. *Overtime and Penalties* - Payment of overtime, penalties and allowances shall be in accordance with the respective provisions applicable to the classification the casual employee is engaged in.
- 8.6.7. *Full Time Conversion Process* - A casual employee who has been engaged for a period of six months on a regular and systematic basis consistent with that of a full time or part time employee may apply to have their employment converted to full time or part time employment as the case may be.
- 8.6.8. *Conversion not Unreasonably Declined* - AER shall not unreasonably decline any application made to convert from casual employment and where such an application is declined the employee shall be provided with written advice together with reasons for the decision.

9. INDIVIDUAL FLEXIBILITY ARRANGEMENT

- 9.1. This subclause applies to all employees covered by this agreement.
- 9.2. These flexibility provisions establish both the standard employment conditions and the framework within which a flexibility arrangement can be reached varying the effect of a particular provision in order to meet the genuine needs of the employee and AER. This flexibility provision will not be used as a device to avoid AER's employment obligations.
- 9.3. This subclause does not permit any variation the effect of which would be to vary the effect of the NES in a way not permitted by the Act.
- 9.4. AER must ensure that any flexibility arrangement made pursuant to this clause:
 - 9.4.1. Must be about matters that would be permitted matters if the arrangement was an enterprise agreement; and
 - 9.4.2. Must not include a term that would be an unlawful term if the arrangement was an enterprise agreement.
- 9.5. A genuine agreement can be reached between AER and an individual employee at a particular site or a particular section of a site in relation to the following clauses (or subclauses) of this agreement:
 - 9.5.1. Annual leave and loading
 - 9.5.2. Ordinary rostered hours shift (to the extent that it deals with ordinary hours shifts extending into a RDO)
 - 9.5.3. Payment for working RDO's (to the extent that it deals with ordinary hours shifts extending into a RDO)
- 9.6. AER must ensure that any flexibility arrangement agreed to must result in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.

- 9.7. AER must ensure that the individual flexibility arrangement must be in writing and signed:
 - 9.7.1. By the employee and AER; and
 - 9.7.2. If the employee is under 18 - by a parent or guardian of the employee.
- 9.8. AER will ensure that a copy of the individual flexibility arrangement is given to the employee within 14 days of the arrangement being agreed.
- 9.9. Any individual flexibility arrangement may be terminated:
 - 9.9.1. On no more than 28 days written notice given by AER or the employee; or
 - 9.9.2. By the employee and AER, at any time, if they agree in writing to the termination.

10. TERMINATION OF EMPLOYMENT

Unless otherwise provided for in clause 8 (Forms of Employment) or clause 11 (Redundancy), termination of employment shall be in accordance with the following provisions:

10.1. Termination by AER

- 10.1.1. *Four Weeks Notice* - Termination of an employee's contract of employment may occur by AER giving the employee four weeks' notice, or payment in lieu of notice for each day short of the four weeks. Notice of termination must be in writing.
- 10.1.2. *One Additional week* - In addition to this notice, employees over 45 years of age at the time of the giving of the notice and with not less than two years continuous service, are entitled to an additional week's notice.
- 10.1.3. *Summary Dismissal* - Nothing in this agreement affects AER's rights to dismiss an employee at any time without notice for conduct that would justify summary dismissal. If an employee is dismissed on this basis, the employee will be entitled to be paid for work only up to the time of dismissal.

10.2. Termination by the Employee

- 10.2.1. *Three Weeks Notice* - An employee may resign from employment by giving three weeks' notice in writing.
- 10.2.2. *When Notice not Given* - In the event that the employee fails to give the prescribed notice, any pay due to the employee may be forfeited to the extent that the written notice given falls short of the required notice.
- 10.2.3. *When Notice may be Reduced* - Where agreed, between AER and the employee a shorter period of notice may be given without forfeiture of pay.

10.3. Abandonment of Employment

- 10.3.1. *After Seven Calendar days* - The absence of an employee from work for a continuous period exceeding seven calendar days without the consent of AER shall be prima facie evidence that the employee has abandoned their employment.
- 10.3.2. *Contact with Employee* - AER will make reasonable attempts to contact the employee to determine any reasons for the absence. This contact will include AER writing to the employee at the employee's last known address informing the employee that the absence may result in the termination of the employee's services.
- 10.3.3. *After Further Period of Five Days* - If within a further period of five days the employee has not established any contact with AER, to advise they were absent for a reasonable cause they shall be deemed to have abandoned their employment and, at AER's discretion, their employment may be terminated.
- 10.3.4. *Termination Date* - Termination of employment by abandonment in accordance with this subclause shall operate as 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.

10.4. **Return of Property** - The employee must return all property belonging to AER, which is held by or under the control of the employee.

11. REDUNDANCY

11.1. **When a Redundancy Occurs** - Redundancy occurs when AER decides that it no longer wishes the job the employee has been doing to be done by anyone at all and this is not due to the ordinary and customary turnover of labour.

11.2. **No Forced Redundancy** - there will be no forced redundancies of employees of AER covered by this agreement. -

11.3. **No Forced Relocation** - There will be no forced relocation of employees covered by this agreement. Irrespective of whether this agreement remains in force beyond its nominal expiry date, this provision will cease to have any effect beyond 31 December 2013. -

11.4. **Entitlements** - Employees who have their employment terminated due to redundancy shall be entitled to:

11.4.1. *Notice per year of Service* - two weeks notice, in lieu of any other period of notice required under this agreement, for each completed year of service, or ordinary pay in lieu, up to a maximum of 12 weeks; and

11.4.2. *Severance per year of Service* -

In addition to any period of notice prescribed for ordinary termination in 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:

Period of continuous service	Severance Pay
Less than one year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and over	3 weeks' pay for each completed year of service

11.4.3. The maximum severance amount payable under this clause shall be 104 weeks' pay.

11.4.4. *“Ordinary Pay”* - For the purpose of this clause, “ordinary pay’ means the employee’s ordinary rate of pay plus an average of weekend payments, applying to ordinary hours as provided for in clause 28 (Weekend Work), calculated over the 12 months up to the date of redundancy.

11.5. **Redundancy Options** - Where positions covered by this agreement are no longer required, AER may apply the following options in managing these situations and these options will be applied in the following order:

11.5.1. *Redeployment* - Employees may be offered redeployment within AER or any other QR National company, subject to suitable opportunities existing and employees accepting those offers including the requirement to undertake any necessary training or competency development. Where an employee accepts redeployment with another QR National company in accordance with this provision the employee’s employment with AER will be deemed, for the purposes of this clause, not to have been terminated.

11.5.2. *Expressions of Interest* - Examining opportunities for voluntary redundancies by calling for expressions of interest, however, AER shall be under no obligation to accept all or any particular expression of interest.

- 11.6. **When Transfer of Business occurs** - In the event of a transfer of business, and
- the employee is offered a position with the new employer, and
 - that offer of employment preserves the employee's existing terms and conditions, including recognition of service,
- the employee shall not be entitled to the notice and severance payments prescribed by this clause.
- 11.7. **Counselling Service** - Employees whose positions become redundant shall be provided with access to applicable counselling services and reasonable paid leave for attendance at these support services.

12. TRANSFER OF BUSINESS

- 12.1. **Parties Bound** - This agreement will bind a successor, assignee or transferee of AER's business in accordance with the Act.
- 12.2. **Transferred Employee's Entitlements** - Where a business is transferred from AER to another employer ("the transferee ") and an employee, who at the time of such transfer was an employee of AER and pursuant to the terms of an offer of employment from the transferee becomes an employee of the transferee at the time of the transfer, then;
- 12.2.1. the continuity of employment of the employee is deemed not to have been broken by reason of such transfer; and
- 12.2.2. the period of service which the employee had with AER or was deemed to have had, is deemed to be service of the employee with the transferee; and
- 12.2.3. In this clause "business" includes trade, process, business or occupation and includes part of any such business and "transfer" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transferred" has a corresponding meaning.

13. EMPLOYEE TRANSFER ARRANGEMENTS

13.1. Permanent Transfers – AER Initiated

Where AER requires an employee to transfer permanently from one depot to another this represents a major change to the employee's employment conditions and AER will consult with the employee and/or their nominated representative.

In considering the transfer AER will give appropriate consideration to the employee's needs and circumstances which includes the employee's family responsibilities, and domestic commitments as well as AER's organisational requirements.

Where it is proposed that the employee's position will be abolished permanently at the employee's home depot the issue shall be dealt with in accordance with clause 11 (Redundancy).

Where a depot closure or depot rationalisation occurs, an employee will have, in accepting the transfer the option to return to their previous home depot where a vacancy exists.

If the employee's position is still required at that depot and the parties cannot agree on the manner in which the permanent transfer is to occur, then the issue shall be dealt with in accordance with clause 52 (Resolving Differences).

13.2. Permanent Transfer AER to AWR

AER may offer employees the opportunity to transfer their employment to Australia Western Railroad Pty Ltd (AWR) where AWR offers such transfer.

Permanent transfers between company entities will be on the following basis:

- An employee must consent to the permanent transfer in order for it to be effective;
- By giving consent to a permanent transfer, the employee will cease to be an employee of AER and will become an employee of AWR and the employment terms and conditions of AWR will apply;
- Information regarding the employment terms and conditions of AWR will be provided at the time the offer of permanent transfer is made;
- AER will provide evidence about the employees' service and leave accruals to AWR.
- The transfer will not be treated as a termination of employment and AER will not be required to make redundancy or any other termination payments; and
- Relocation assistance will be provided in accordance with clause 13.5 (Relocation Assistance) of the agreement.

13.3. **Expressions of Interest**

Where operational requirements or opportunities for transfers to fill permanent or temporary vacancies at a location arise excluding those circumstances covered in clauses 13.4, 13.6 and 0 (Transfer to Selected Locations – Waiting List, Permanent transfer – Employee initiated and Cross Transfer), AER will seek volunteers by calling for expressions of interest from employees wishing to be considered for transfer.

13.4. **Transfer to Selected Locations – Waiting List**

Employees with more than 3 years continuous service at their appointed home regional inland depot can nominate to transfer to coastal and/or metropolitan depots. Employees can register their interest to be placed on the Selected Locations Waiting List and transfer to their selection when an opportunity exists to that location.

13.5. **Relocation Assistance**

In relation to clauses 13.1, 13.2, 13.4 and 13.9 (i.e. Permanent Transfer – AER Initiated, Transfer to Selected Locations, and Term Transfer) where an employee is transferred under those circumstances and the transfer necessitates a change of the employee's residence, the employee will be provided with relocation assistance. This assistance includes reasonable costs incurred for meals, accommodation, travel, removalist expenses, a relocation allowance for the employee and dependants, as well as financial assistance with the sale and purchase of the employee's existing and new residence.

13.6. **Permanent transfer – Employee initiated**

Employees may make application to transfer from one location to another irrespective of whether a vacancy exists or not. In considering the request for transfer, AER will give appropriate consideration to the organisation's requirements as well as any relevant issues raised by the employee to support their request.

Where an employee is granted their request to transfer it will be at the employee's own expense and in their own time. AER will provide the employee with a day to pack and a day to unpack in transferring to the new location where the transfer is considered to be of benefit to the organisation. Any working time lost to transfer can be debited either against the employee's accrued annual or long service leave or be treated as leave without pay.

13.7. **Loss of Appointed Location Protection in certain circumstances**

Having regard to clauses 13.4, 13.1, 13.6 and 0 (Transfer to Selected Locations, Permanent Transfer – AER and Employee Initiated and Cross Transfer) where an employee is transferred under those circumstances the employee will lose, if applicable, the appointed location protection.

13.8. **Cross Transfer between AER locations**

Employees may make application to cross transfer between AER locations. In considering the request for transfer, AER will give appropriate consideration to the organisation's requirements as well as any relevant issues raised by the employees to support their request.

Where employees are granted their request to cross transfer, it will be at their own expense and in their own time. Any working time lost to a cross transfer can be debited either against the employees accrued annual or long service leave or be treated as leave without pay.

13.9. **Term Transfer**

Employees may be transferred under a Term Transfer arrangement. This occurs when an employee agrees to transfer to another AER location to meet AER's requirements for a fixed term of greater than six weeks and up to two years.

An employee agreeing to transfer under these terms shall:

- be guaranteed a return to their original home depot (or other agreed location), within their classification, at the end of the agreed term;
- not lose their appointed location protection, where applicable; and
- Be provided with any other agreed additional necessary support.

13.10. **Temporary Transfer**

An employee can be required to transfer temporarily to another depot for a period of up to six weeks.

The process for temporary transfers involves:

- In the first instance calling for volunteers through expressions of interest.
- All volunteers will equitably share in the requirement to work on temporary transfer
- Where there are no volunteers, or insufficient volunteers, then all employees will equitably share in the requirement to work away from their home depot.
- On occasions due to an employee's specific personal needs, the employee may not be able to temporarily transfer and as such shall be placed at the bottom of the temporary transfer list.
- A minimum of ten days notice shall be provided unless a shorter period of notice is agreed to by the employee.
- AER will provide the employee with appropriate accommodation, as provided for in Appendix 2 (Accommodation) and the appropriate expenses shall be paid from the time the employee signs on at their home depot to the time the employee signs off at their home depot at the end of the transfer period as per clause 34.3.4 (Temporary Transfer expenses).
- The time taken to travel to the temporary transfer location shall be deemed working time for the roster period in which it occurs.
- AER shall provide transport to the temporary location where the employee indicates an inability to use their own transport
- The employee shall be compensated for use of their own vehicle to transport themselves to the temporary location. in accordance with clause 34.6 (Use of private Motor vehicle).
- Expenses shall be paid for the entirety of the transfer arrangement inclusive of days off and approved leave except where the employee clears approved paid leave over 4 days.

- 13.11. **Accommodation for Seconded Employees** - When seconded employees arrive at an AER depot location, AER will provide suitable accommodation for the duration of the seconded employee's term. This may include barracks accommodation for a maximum period of 14 days.

14. PROMOTION

- 14.1. **Positions Promoted** - Appointment to specific positions nominated in Appendix 1 as covered by this agreement is by promotion, using the merit based selection process described in clause 8.1.4 (Appointment to Permanent Position).
- 14.2. **Employees Given First Opportunity** - AER will give existing permanent full time and part time employees the first opportunity for promotion to these positions when they become vacant.

15. DISCIPLINARY MATTERS

- 15.1. **Discipline Processes** - Any internal investigation of a matter or incident by AER that may lead to disciplinary action being taken by AER must apply the principles of natural justice. These principles include:
- 15.1.1. The employee being made fully aware of the reasons and the matters that are the subject of an investigation;
 - 15.1.2. The employee being provided with relevant information to enable the provision of an informed response;
 - 15.1.3. The employee being entitled to have a representative of their choice present as a witness, and to provide support and guidance where necessary at any meetings / interviews, if so requested;
 - 15.1.4. The employee being given adequate time to prepare a response to any allegations or matters which are the subject of the investigation;
 - 15.1.5. The employee being given a reasonable opportunity to put their case to those in charge of the investigation and those who will make any findings and / or determine the disciplinary measures (if any) to be taken;
 - 15.1.6. Disciplinary inquiries and investigations shall be confidential.
- 15.2. **Actions Pending Disciplinary Outcomes** - Pending the outcome of the disciplinary process employees may be:
- 15.2.1. Withdrawn from the operating roster on guaranteed hours. Where the employee is subsequently exonerated, the employee will be paid for the rostered hours for that cycle if not worked; or
 - 15.2.2. Placed on alternative duties; or
 - 15.2.3. Re-assessed and returned to normal duties as suitable.
- 15.3. **Disciplinary Measures** - Subject to the following provisions of this clause, the disciplinary measures that AER may take against an employee include:
- 15.3.1. Caution or Reprimand - A caution or reprimand;
 - 15.3.2. Temporary Reduction - Subject to availability of suitable positions, a temporary reduction in position, classification and pay for a period of up to six months;
 - 15.3.3. Suspension Without Pay - Suspension from duty without pay (subsequent to the results of an appropriate investigation) for a period of up to two weeks; and
 - 15.3.4. Dismissal - Dismissal, with or without notice as applicable.

- 15.3.5. Disciplinary Measure discounted - Where the employee is found to have committed an offence that results in a disciplinary measure being applied as outlined in sub clauses 15.3.1 (Caution or Reprimand) and 15.3.2 (Temporary Reduction) and, AER in applying the appropriate disciplinary measure will, for those sub clauses only:
- take into account any rostered hours the employee has lost when withdrawn from the operating roster for that cycle and lessen the disciplinary measure applied by the rostered hours lost for that cycle.

16. RAIL SAFETY WORK REQUIREMENTS

- 16.1. **Qualifications and Standards held and met** - The parties recognise that employees engaged in Rail Safety Work are required to be accredited and must obtain relevant qualifications and satisfy medical standards to operate on the rail network.
- 16.2. **National Standards** - It will be the intention of AER to adopt a National approach to future changes in legislation that will impact on employee working conditions and the parties will work collaboratively to adopt those National Standards.
- 16.3. **Legislative Impacts** - Some of the known legislative impacts on the employment conditions including but not limited to the;
- Maritime Security Identification Card (MSIC)
 - National Transport Commission's (NTC) National Standard for Health Assessment of Rail Safety Workers
 - National Rail Safety Standards
 - Workers Compensation and Rehabilitation Act 2003
 - Train Drivers Licence (Proposed)
 - Workplace Health & Safety Act 1995 (WH&S)
 - Transport (Rail Safety) Act 2010 Queensland
- 16.4. **Loss of Permit, Licence or Qualification – Employee Options –**
- The parties agree that in the event an employee loses their Permit, licence or qualification and is unable to carry out his/her normal duties as a result of the above impacts, the following will apply:
- take unpaid leave, and / or
 - clear accrued paid leave; and/or,
 - undertake suitable alternative employment, if available, which may result in a reduction in position, classification and pay,
- until the employee can successfully regain the necessary accreditation, licence or qualification.
- 16.5. **Loss of Permit, Licence or Qualification - AER options** - In circumstances where the loss of the Permit, licence or qualification is:
- permanent; or
 - likely to extend beyond six months,
- or where
- there are no suitable positions to which the employee can be temporarily placed;
- AER and the employee shall discuss alternative arrangements but this will not limit AER's right to terminate the employee's services in accordance with the provisions of this agreement as described in clause 10 Termination of Employment).

17. HEALTH ASSESSMENTS

- 17.1. **National Standards** - In line with the National Standards for Rail Safety Workers, an employee is required to undertake a Health Assessment to determine if the employee is fit to perform the inherent requirements of their substantive position. Where the Chief Medical Officer (CMO) otherwise advises following the health assessment and subject to AER approval, the employee may perform alternative duties which they are competent and qualified to do.
- 17.2. **AER to pay Cost** - AER will pay for the cost of the initial health assessment screening, including triggered and periodic medicals and reviews conducted by the AER nominated CMO or the CMO nominee, rostered time to attend and incidental travel costs.
- 17.3. **Other Obligations** - The above provisions do not exclude any obligations arising under the applicable Worker's Compensation legislation."
- 17.4. **Liability for Additional Costs** - If additional tests are required following the health assessment, AER will only be liable to cover the costs of such tests where it is identified that there is no apparent underlying condition that should have prompted such referral. In circumstances where the CMO has identified a pre existing underlying condition the employee is responsible to manage the medical and travel costs associated with the required tests or treatments.
- 17.5. **Alternative Duties and Applicable Rate of Pay** - In circumstances where the employee is deemed by the CMO to be unable to perform the inherent requirements of their position as a result of a health assessment and accepts alternative employment that results in a reduction in the employee's ordinary rate of pay, the employee shall have their substantive ordinary rate of pay maintained for a period of up to twelve months.

18. STAND DOWN

- 18.1. **Reason for Stand Down** - AER may stand down an employee without pay for any period during which the employee cannot be usefully employed due to any cause outside of AER's control including industrial action.
- 18.2. **Consultation** - As soon as practicable and prior to any definite decision to stand down employees employed under this agreement AER shall consult with the relevant employees and/or their nominated representatives about the reasons for the stand down and the expected duration. Such consultation shall involve examining opportunities for other useful work including any required training and re-accreditations or other strategies to reduce the impact of the stand down on employees.
- 18.3. **Written Notice of Stand Down** - Each employee to be stood down shall be provided with written notice at least one day in advance of the stand down commencing for that employee and such notice shall include the commencement date of the stand down, the reason for the stand down and the expected duration. The notice shall also include advice of that employee's right to seek alternative employment during the stand down period or to terminate their employment without the provision of notice as usually required under the terms of clause 10 (Termination).
- 18.4. **Payment During Stand Down** - Employees stood down may elect to have a stand down period treated as paid annual or long service leave where there is an adequate accrued entitlement to such paid leave.
- 18.5. **Leave Accrual during Stand Down** - Any period for which an employee is not paid under the provisions of this clause will count as service for the accrual of leave to which the employee would otherwise be entitled under this agreement, provided that:
 - the employee resumes work as required at the end of the stand down period; or

- if the employee has gained alternative employment and the employee is required to serve out a notice period with the other employer then at the end of that notice period.
- 18.6. **Payment for Public Holiday** - An employee stood down is entitled to payment for any public holiday occurring during the period of stand down.

PART 3 - WORKING ARRANGEMENTS

19. WORKING HOURS

- 19.1. **Ordinary Hours** - The ordinary hours of work shall be an average of 40 hours per week comprising 38 hours and two reasonable additional hours averaged over the roster cycle. Shifts will be arranged, at AER's discretion, over the roster cycle. Ordinary shifts and additional shifts may be worked over any of the 24 hours of the day and any day of the week, Sunday to Saturday inclusive.
- 19.2. **Roster Cycle Length** - The length of the roster cycle shall usually be two weeks in duration but may be increased to a maximum of 4 weeks in accordance with the following:
- 19.2.1. *Changes to Roster Cycle* - Increases in the roster cycle length shall be subject to AER's approval based on the suitability of the proposed cycle length to the operations of the depot; and
- 19.2.2. *Change Process* - The implementation of a change to the roster cycle length, following AER's approval in principle, shall then be subject to majority support by the employees working on that roster.
- 19.3. **Change of shift workings** - Employees, may be required to change from day work or shift work to day work as changed operational circumstances require and subject to reasonable consultation and a minimum of seven days notice, employees shall not unreasonably refuse such a requirement.

20. SHIFT LENGTHS

20.1. Rostered Shift Lengths

Rostered shift lengths are as follows:

<u>Train Crew Configuration</u>	<u>Maximum Shift Length from sign on to sign off</u>
Two qualified Locomotive Drivers with full route knowledge	12 hours
Two qualified Locomotive Drivers where only one driver has full route knowledge (in accordance with the relevant training plan);	11 hours
Locomotive Driver and Advanced Trainee	9 hours
Driver Only Operations (DOO) – will encompass driving on the mainline and in terminals, sidings or depot workings.	9.00 hours
<u>Other employees</u>	
Other than traincrew	12 hours

1st Note: A Trainee Locomotive Driver can be rostered up to the maximum shift length for the traincrew configuration.

2nd Note: - Like all other train operations shifts, it is a requirement that DOO shifts may involve other duties such as; train preparation, ground support, car driving, trip servicing, administrative functions etc.

20.2. **DOO to work as TDO** - Locomotive Drivers rostered as Driver Only may be utilised to form a two driver shift during the Driver Only rostered working, however this shift must not exceed the maximum DOO shift length.

20.3. **Learning Roads/Training shifts - Shift Lengths**

Shift lengths for train crew learning roads and on training shifts may be in the following configurations:

<u>Configuration</u>	<u>Maximum Shift Length</u>
As a third person on a driver / driver train	12 hours
As a second person working with a driver with knowledge of the road:	9 hours

20.4. **Short Shifts** - Shifts between four hours and less than eight hours shall not be used for normal rostered work (except for DOO) but may be used in circumstances including; travel, meetings, training, medical including blood test for medical, drug & alcohol tests or other similar appointments, call outs, incident investigations or overtime shifts.

20.5. **Minimum Shift Lengths** – The minimum shift length for normal rostered shifts for full time employees on (DOO) shall be 6 hours and for all other employees shall be 8 hours.

20.6. **Call outs other than train crew Minimum Payment** - Call outs may be less than four hours, however, a minimum payment of four hours shall apply for call outs and will be paid at 1.7 times the ordinary rate of pay.

21. MAXIMUM NUMBER OF SHIFTS

21.1. **Ordinary shifts** - The maximum number of ordinary shifts shall be an average of five shifts per week averaged over the roster cycle.

21.2. **Additional shifts** - The maximum number of additional shifts shall be one shift per fortnight over the roster cycle.

21.3. **Mandatory break after consecutive shifts** - Subject to the additional requirements of clause 21.4 (Number of Shifts in Excess of 11 hours), an employee is to be provided with a mandatory break of either:

- 30 hours from 0001 to 0600 hours; or,
- 36 hours from sign off,

after the employee has worked 11 consecutive shifts of any duration or four consecutive shifts of 11 hours or more.

21.4. **Number of Shifts in excess of 11 hours** - An employee shall not be rostered to work more than seven shifts in excess of 11 hours in any two week roster cycle unless by mutual agreement.

21.5. For the purpose of this clause, “consecutive shifts” are shifts where the break between shifts is less than either 30 hours from 0001 to 0600 hours or 36 hours from sign off and the counting of shifts shall not be limited to any particular week, fortnight, or roster cycle or other defined period.

22. REST PERIODS

22.1. **Minimum Rest Period** - Employees are entitled to minimum rostered rest periods between shifts as follows:

<u>Location</u>		<u>Minimum rest period</u>
At the employee's home location -		12 hours
At a book off location, following a shift length of:	up to 8 hours -	6 hours
	over 8 hrs up to 12 hours -	8 hours
	Over 12 hours	12 hours

- 22.2. **Return Earlier than Minimum Rest Period at Book Off Locations-** Subject to satisfying fatigue management requirements train crew may be asked to resume work for their next rostered shift up to one hour earlier than the minimum rostered rest period where circumstances require and the employee agrees to do so.
- 22.3. **Calculation** - For the purpose of calculating the rest periods for employees returning to their home depot, time off between shifts in accordance with this clause shall be calculated from the time the employee signs off duty.
- 22.4. **Rest period Calculation** - For the purpose of the provision of time off between shifts in accordance with clauses 21.3 (Mandatory Break after Consecutive Shifts) and 22.2 (Return Earlier than Minimum Rest Period at Book Off Locations) the period off duty shall be calculated from the time the employee is released from duty and the released from duty time shall include any time the employee is driving or travelling in a company vehicle at the end of a period of work.

23. ROSTERED REST AWAY FROM HOME DEPOT

General Principles - General Principles to be applied when an employee is required to work away from their home depot as part of the home depot roster. That is when the employee is not temporarily transferred to another location.

- 23.1. Employees may be required to rest at locations away from their home location as part of the rostered working of their home location.
- 23.2. **Arrival at rest Location** - For the purpose of calculating the rest periods for employees returning to their home depot, time off between shifts in accordance with this clause the period off duty shall be calculated from the time the employee arrives at the approved rest location.
- 23.3. **Rest Once between shifts** - Employees shall only be required to rest once between shifts before being returned to their home location.
- 23.4. **Accommodation and Expenses** - Employees shall be provided suitable accommodation and expenses in accordance with clause 34.3.3 (Rostered Rest Away from Home Allowance) when required to rest away from home.
- 23.5. **Held Away from Home payment** - Employees shall be paid a held away from home payment in accordance with clause 33 (Held Away from Home Payment) if booked off for more than 12 hours.
- 23.6. **Maximum time span away** - Under this form of working a maximum span away from the employees home depot will apply from sign on to sign off as follows;
- DOO (rostered both directions) 32 hours
 - all other train working configurations 40 hours.

The parties may agree to increase the span on a service by service basis due to specific operational issues.

- 23.7. Rosters incorporating "rostered rest away from home" working shall incorporate a return to the employee's home location that optimises employee utilisation and considers employee dwell time away from their home. This may include:
- 23.7.1. Observing a first in first out rostered train working return;

- 23.7.2. The parties agreeing to reduce the rest period to eight hours on a service by service basis having consideration for fatigue management requirements and the needs of the employees.
- 23.7.3. Facilitating employees returning to their home location by driving a car, either at the end of the train working or after the required rest period depending on shift length limits; or
- 23.7.4. Being transported as a passenger back to the employee's home location. Under this circumstance the employee may remain on duty for up to 14.5 hours from sign on but is not permitted to undertake work, including car driving, after the applicable maximum shift length and the minimum rest period shall commence from sign off at the home location.

24. MEAL BREAKS

Subject to the following, employees are paid for meal breaks taken during their shifts:

- 24.1. **Two Driver rotation** - On line haul/main line work, where both drivers are fully qualified meals will be consumed en route by rotation of drivers.
- 24.2. **Other Train crew configurations** - Other train crew configurations shall be provided with a 25 minute meal break between the third and fifth hours as arranged between the employee/s and a train control officer.
- 24.3. **Specific Train crew shifts** - All trip, local and shunt trains shall have a paid break of not less than 25 minutes built into the roster / shift.
- 24.4. **Other than train crew** - The timing of defined paid meal breaks shall be agreed between the employee(s) and supervisor (as applicable) so as to cause the least disruption to the operations. In the event of there being no agreement the timing of the breaks shall be follows:
 - The first break of 30 minutes shall be taken no later than the fifth hour of the shift; and
 - For shifts in excess of ten hours, the second break of fifteen minutes shall be taken no later than five hours after the first meal break.

25. ROSTERING CODE AND FATIGUE MANAGEMENT

- 25.1. **Rostering Principles** - Rosters shall be arranged in accordance with fatigue management principles and that, APPENDIX 3 –ROSTERING CODE shall also be observed. It is a term of this agreement that the Rostering Principles may be varied during the operation of this agreement through the consultative processes and subsequent agreement with the affected employees.
- 25.2. **Fatigue Management Principles** - Fatigue management is an evolving area and AER may, through consultation, examine and implement further fatigue management principles, strategies and processes. Issues that may be considered for further examination include:
 - The opportunity for quality and quantity of sleep particularly addressing the “time of day” effect and the nature of the work being undertaken;
 - Considering the application of the provisions of this agreement when compiling rosters in particular, issues such as the number of consecutive shifts (particularly night shifts), shift lengths and rest periods between shifts;
 - Consideration of the needs of employees in balancing the competing requirements of their work and family, domestic and social responsibilities.

26. GENERAL WORKING ARRANGEMENTS

26.1. Notice required if Unable to Attend Work

26.1.1. *Minimum 3 hours notice* - If an employee is unable to attend work as required the employee will advise the employee's supervisor, or another authorised person, within a minimum of 3 hours to permit alternative arrangements to be made.

26.1.2. *Expected Duration and Return to work to be advised* - The employee shall also advise of the expected duration of the absence and will continue to advise where there are any changes to the expected return to work.

26.1.3. *Where Minimum Notice Not provided* - In circumstances where the minimum notice is not provided each matter will be considered on a case by case basis.

26.2. **Employees Contact Details** - Employees are required to provide details of their usual telephone number(s) at which they may be contacted for the purpose of notifying them of changes to their roster or working arrangement or for callouts. Procedures in relation to the notification of changes will be in accordance with any rostering principles in place or individual arrangements made between AER and the employee involved.

26.3. **Mutual Exchange of Shifts** - Subject to operational requirements, fatigue management principles, prior consent by their supervisor and the arrangement being cost neutral to AER, employees may mutually exchange shifts.

26.4. Guaranteed Hours

26.4.1. AER shall guarantee employees an average of 40 hours work per week, or equivalent pay, averaged over the roster cycle.

26.4.2. If an employee's rostered ordinary hours are less than the average of 40 hours per week averaged over the roster cycle, the employee may be required to work further hours, in that roster cycle, necessary to achieve the guaranteed hours for that roster cycle. The application of this provision does not permit the further hours to be worked on a Rostered Day Off or in conflict with the shift maximums provided for elsewhere in this clause.

26.4.3. If an employee fails or declines to work further hours as required to make up the guaranteed hours, the employee's guaranteed hours, for that roster cycle, shall be reduced to the extent of the hours short of the guaranteed hours that the employee fails or declines to work.

26.4.4. The clearance of any paid leave shall not result in a reduction of the guaranteed hours, however, if an employee is absent from work without authorisation the employee will be paid for the hours actually worked in that pay period and AER will not be required to pay the guaranteed hours.

26.4.5. Unless otherwise provided for in this agreement only actual working time shall be used for the purpose of satisfying the guaranteed payment. Overtime, the 70% weekend payment and the held away from home payment shall not be used as part of satisfying the guaranteed payment.

26.4.6. Employees shall be paid for the full rostered shift where an employee remains available for work but is released from duty early at AER's discretion

26.5. **Working through depots** – Employees may be required to work through their own depot and for relief purposes through adjacent depot/s for up to 2 sections. Employees may be required to perform operational duties on arrival or prior to departure at the adjacent depot..

PART 4 - REMUNERATION AND OTHER PAYMENTS

27. RATES OF PAY

27.1. The new rates of pay are shown below:

Classification	Base @ 31.12.10 \$	Hourly rate \$	New 40 hour rate \$ @ 31.12.10	Year 1 from 2.1.11 4%	Year 1 hourly rate	Year 2 from 1.1.12 4%	Year 2 hourly rate	Year 3 from 30.12.12 4%	Year 3 hourly rate
OM 1	44,513	22.45	48,496	50,436	24.17	52,453	25.14	54,551	26.14
OM 2	47,057	23.74	51,267	53,318	25.55	55,451	26.57	57,669	27.64
OM 3	50,168	25.31	54,657	56,843	27.24	59,117	28.33	61,481	29.46
OM 4	52,286	26.38	56,964	59,243	28.39	61,613	29.53	64,077	30.71
OM 5	54,516	27.50	59,394	61,770	29.60	64,240	30.79	66,810	32.02
OM 6	56,736	28.62	61,812	64,285	30.81	66,856	32.04	69,531	33.32
Team Leader	67,667	34.14	73,009	75,929	36.39	78,967	37.84	82,125	39.36
Driver	72,194	34.60	n/a	75,082	35.98	78,085	37.42	81,208	38.92
Advanced Trainee	59,922	28.72	n/a	62,319	29.87	64,812	31.06	67,404	32.30
Trainee Driver	50,536	24.22	n/a	52,557	25.19	54,660	26.19	56,846	27.24
Driver Co-ord	89,216	42.76	n/a	92,785	44.47	96,496	46.24	100,35	48.09
Driver trainer	79,413	38.06	n/a	82,590	39.58	85,893	41.16	89,329	42.81

Note: In accordance with Appendix 1, the classifications are:

OM 1	Operational Maintainer level 1
OM 2	Operational Maintainer level 2
OM 3	Operational Maintainer level 3
OM 4	Operational Maintainer level 4
OM 5	Operational Maintainer level 5
OM 6	Operational Maintainer level 6
Team Leader	Team Leader
Driver	Locomotive Driver
Advanced Trainee	Advanced Trainee Locomotive Driver
Trainee Driver	Trainee Locomotive Driver
Driver Co-ord	Driver Coordinator
Driver Trainer	Driver Trainer

27.2. Inclusive Rates for Train crew Classifications only

Unless specifically provided for elsewhere in this agreement, the above rates of pay are inclusive rates for the employee's ordinary hours and the requirements associated with the respective classifications.

27.2.1. *For reference purposes only* -, the following components have been factored into the development of the rates of pay:

- Leave loading – 1.9%.
- 40 hour week conversion - comprising of 38 ordinary hours and an equivalent of two hours overtime per week.

- Shift work – calculated at \$2.85 per hour for the hours between 1800 to 0600 hours Sunday to Saturday inclusive and based on an annualised average of 20 hours per week per employee.
- Tonnage & Distance allowances – 11.3% of the Locomotive Driver's base rate.
- 5% for Driver only operations.

27.2.2. *Annualised Rate Driver Coordinator* - The Driver Coordinator rate of pay is an annualised rate inclusive of the components referred to in clause 27.2.1 above except for the shift work and tonnage/distance components for which 50% of the above components have been included, plus:

- An average of four hours overtime per fortnight in lieu of overtime required for the reasonable performance of their duties, unless otherwise provided for at clause 31 (Overtime); and
- A component for the requirement to periodically undertake work and deal with calls outside the ordinary hours including on weekends and public holidays, unless otherwise provided for at clauses 28 (Weekend penalties) and 48 (Public Holidays).

27.3. Leave Loading – Other than Train crew

27.3.1. In lieu of leave loading being paid at the time of taking annual leave, employees other than train crew shall, be paid the following additional component which is included in their rate of pay as provided for at clause 27.1 (Rates of Pay):

- Employees who accrue annual leave at 5 weeks per year - 1.9% for shift workers.

27.3.2. This component shall be changed at the same time as an employee's leave accrual rate changes if an employee moves to or from an entitlement to additional leave in accordance with clause 39.1 (Annual Leave).

27.4. Team Leader Rail Operations Total Roster Aggregate

27.4.1. *Working Fixed Roster* - Team Leaders in Rail Operations who work a fixed roster over any of the seven days of the week and 24 hours of the day shall, as part of an aggregated salary, have Saturday/ Sunday payments, Shift Work, Rostered Additional Hours and Public Holiday payments aggregated and paid on an annualised salary basis:

27.4.2. *Annualised Components* - The roster aggregate shall be made up of the following annualised components:

- Shift Work calculated under the same mechanism as clause 29.1 (Annualised Shift Work component);
- Saturday / Sunday payments calculated under a similar system to the Annualised Shift Work Payment but at Step 5 apply 0.7 of the hourly rate;
- Rostered Additional Hours calculated under a similar system to the Annualised Shift Work Payment but at Step 5 apply 1.7 of the hourly rate;
- Public Holiday Buy Out at the rate of 3.85% of the clause 27.1 (Rates of pay) rate per annum.

27.4.3. *Calculated from Master Roster* - The roster aggregate is calculated from the master roster.

27.4.4. *Roster Changes affect Aggregate Amount* - In the event that the master roster is permanently altered, which will result in a variation to the roster aggregate by a factor of plus or minus 5% or more, AER will vary the aggregated amount to take account of the roster changes.

27.4.5. *Notice of any Change* - AER shall give a minimum of two weeks notice in any case where the aggregated amount will decrease.

27.5. **Agreement Increases**

The rates of pay referred to at clause 27.1 will be increased as follows:

27.5.1. 4% on 2 January, 2011

27.5.2. 4% on 1 January 2012

27.5.3. 4% on 30 December 2012

27.6. **Part Time rate** - A part time employee's hourly rate of pay shall be calculated as 1/80th of the fortnightly salary applicable to the full time classification they are engaged in.

27.7. **Casual Rate** - A casual employee will be paid for each hour worked at the rate of 1/80th of the fortnightly salary applicable to the full time classification they are engaged in plus 23% percent casual loading.

28. **SATURDAY & SUNDAY (WEEKEND) PAYMENT**

28.1. **Weekend rate for ordinary Hours** - Employees, other than Driver Coordinators or Team Leaders not excluded by clause 28.3 (Team Leaders), who work on Saturday or Sunday as part of their ordinary hours shall be paid an additional payment of 0.7 times the employee's ordinary rate of pay for all ordinary time worked on those days.

28.2. **Driver Coordinator Weekend rate** - A Driver Coordinator who works an ordinary hours shift on Saturday or Sunday as part of a train crew working shall be paid an additional payment of 0.7 times the employee's ordinary rate of pay for all ordinary time worked on those days.

28.3. **Team Leaders** - This clause shall not apply to Team Leaders in receipt of a roster aggregate in accordance with clause 27.4 (Team Leader Roster Aggregate).

28.4. **Overtime on Weekends** - Employees who work on Saturday or Sunday which are not part of their ordinary hours shall be paid overtime in accordance with clause 31 (Overtime).

29. **SHIFT WORK PAYMENTS**

Two Methods of Payment - Employees who do not have a shift work component incorporated into their rate of pay as provided for at clause 27.2 (Annualised Rate Driver Coordinator) or clause 27.4 (Team Leader Roster Aggregate) and are required to work shift work as part of their ordinary hours shall be paid in accordance with one of the following methods:

29.1. **Annualised Shift Work Payment**

29.1.1. *Systemically Rostered Shift Work* - Employees who have all or part of their ordinary hours systemically rostered between 1800 hours and 0600 hours will be paid an annualised shift work payment to compensate for this requirement.

29.1.2. *All Purposes* - The annualised shiftwork payment shall be paid for all purposes including the clearance of paid leave.

29.1.3. *Annualised Shift Work Calculation* - The annualised shift work payment shall be calculated from the master roster in accordance with the following steps:

Step 1 - the rostered ordinary hours between 1800 and 0600 hours on each day of the week are totalled;

Step 2 - the Step 1 result is divided by the number of working slots on the roster;

Step 3 - the Step 2 result is divided by the number of weeks in the roster cycle to arrive at the average shift work hours per working slot per week;

Step 4 - the Step 3 result is annualised by apply the Annualising Factor of 88%;

Step 5 - the Step 4 result is multiplied by the Shift Work per hour rate as provided for at clause 29.2 (Occasional Shift Work Allowance Payment) to arrive at the amount per employee per week.

- *Annualised calculation formula* - The per week amount at Step 5 is multiplied by 2 to arrive at the fortnightly amount or multiplied by 313 and divided by 12 to arrive at the annual amount.
- *Permanent roster alteration* - In the event that the master roster is permanently altered, which results in a variation to the Step 1 shift work hours total by a factor of plus or minus 5% or more, AER will vary the payment to take account of the roster changes.
- *Notice of any decrease* - AER shall provide a minimum of two weeks notice in any case where the payment will decrease.

Or;

29.2. Occasional Shift Work Allowance Payment

29.2.1. *Hourly Allowance* - An employee who is not in receipt of an Annualised Shift Work Payment, as provided for above and is required to carry out shift work, an allowance of \$3.79 per hour will be paid for all ordinary hours worked between 1800 and 0600 hours.

Any part of an hour worked less than 30 minutes will not be paid and any part of an hour between 30 and 59 minutes will be paid as an hour.

29.2.2. *Allowance Increases* - The shift work rate shall increase by the same percentage and at the same time as the agreement increases provided for at clause 27.5 (Agreement increases).

30. ADDITIONAL RESPONSIBILITIES

Where an employee undertakes, on a temporary basis, the substantial responsibilities of another position covered by this agreement which has a rate of pay higher than the employee's rate of pay, the employee will be paid for the time the additional responsibilities are assumed at the rate of pay for the higher position.

31. ADDITIONAL HOURS (OVERTIME) PAYMENTS

31.1. **Overtime Rate** - Employees, other than Driver Coordinators or Team Leaders, shall be paid for additional hours at the overtime rate of 1.7 times the ordinary rate.

31.2. **Excess of Ordinary Hours for roster cycle** - All time worked in excess of the ordinary hours for the roster cycle will be paid at the overtime rate.

31.3. **Excess of Rostered hours for shift** - Except where a shift swap arrangement has been agreed to, all time worked in excess of the rostered hours for the shift will be paid on a 'stand alone' basis at the overtime rate.

31.4. **Team Leaders Overtime Rate** - Team Leaders in receipt of a roster aggregate in accordance with clause 27.4 (Team Leader Roster Aggregate) shall be paid for non aggregated additional hours at the overtime rate of 1.5 times the ordinary rate of pay.

31.5. **RDO** - All time worked by employees on a designated Rostered Day Off will be paid on a 'stand alone' basis at the overtime rate.

31.6. **Driver Coordinator additional hours** - A Driver Coordinator required to work unrostered additional hours shall, subject to the manager's approval, be paid for the hours at the rate of 1.7 times their ordinary rate.

31.7. **Additional Hours only paid once** - Additional hours payments made under this agreement shall be paid only once for any of those additional hours worked.

32. WORK BASED ALLOWANCES & PAYMENTS

32.1. Driver Only Operations Allowance

- 32.1.1. *DOO Allowance* - Where an employee undertakes driver only operations (DOO) the employee shall be paid an allowance of 16% of the employees rate of pay or Locomotive Driver's rate of pay whichever is the higher rate. (The 16% shall be calculated from the hourly rate applicable to the combination of the rate of pay provided for at clause 27.1 (Rates of Pay)).
- 32.1.2. *Paid for Full Shift* - An employee, who is rostered and actually works a DOO shift, will be paid the DOO Allowance for the full shift notwithstanding that the employee may be required to undertake tasks other than operating locomotive/s or is provided assistance from another qualified person as part of the requirements for that shift.
- 32.1.3. *Part Shift Paid when not Rostered* - An employee not rostered for a DOO shift but is then required to undertake DOO activities during that shift will be paid the DOO allowance for a minimum of 4 hours and where in excess of 4 hours payment for the full shift will occur.
- 32.1.4. *DOO Ground Shunting Duties* - If during a Two Driver Operation (TDO) shift, one of the train crew is required to perform ground shunting duties at Phosphate Hill or Sun Metals Townsville, and the ground shunting duties at those locations exceeds 45 minutes, both members of the train crew will be paid a minimum of four hours DOO Allowance. The payment of the allowance will not affect the rostered shift for the TDO and can only be claimed once during the rostered shift.

32.2. Remote Control Shunting

- 32.2.1. The parties acknowledge that at the present time there does not appear a requirement for remote control shunting within the area covered by this agreement. However should circumstances change the following conditions will apply for remote control shunting:
- 32.2.2. Remote Control Shunting is a form of technology that allows the operation of a locomotive from a location remote from the locomotive without a Locomotive Driver in the locomotive cab.
- 32.2.3. It has been identified that there are potential opportunities for the introduction of this technology within AER's operations and AER will implement remote control shunting operations where required.
- 32.2.4. *Consultation* - Employees affected by this process will be consulted with on the most appropriate method of implementation including any procedural, safety and, competency issues.
- 32.2.5. *Remote Control Allowance* - Where an employee undertakes remote control shunting (RCS) duties, the employee shall be paid an allowance of 19% of the Locomotive Driver's rate of pay. (The 19% shall be calculated from the hourly rate applicable to the combination of the rate of pay provided for at clause 27.1 (Rates of Pay)).
- 32.2.6. *Paid for Full Shift* - An employee, who is rostered and actually works a RCS shift, will be paid the RCS allowance for the full shift notwithstanding that the employee may be required to undertake tasks other than operating remote control locomotive/s.
- 32.2.7. *Part Shift Paid when not Rostered* - An employee not rostered for a RCS shift but is then required to undertake RCS activities during that shift will be paid the RCS allowance for each hour or part thereof actually engaged on RCS activities.

32.3. Distributive Power Allowance (DP)

- 32.3.1. *DP Allowance* - On the introduction of distributive power train services, where a qualified employee undertakes a mainline distributive power (DP) train service (as defined), the employee shall be paid an allowance of 10% of the employee's base rate of pay for this shift.
- 32.3.2. *Paid for full shift* – An employee who is rostered and actually works a DP shift, will be paid the DP allowance for the full shift notwithstanding that the employee may be required to undertake tasks other than DP.
- 32.3.3. *Part of shift paid when not rostered* – An employee who is not rostered for a DP shift but is then required to undertake mainline DP activities during that shift will be paid the DP allowance for a minimum of 4 hours, and where in excess of 4 hours, payment for the full shift will occur.

32.4. Team Leader 12 hour shift payment

- 32.4.1. Team Leaders who work rostered 12 hour shifts as part of a cyclic roster will be paid an additional 1 hour per week at their ordinary base rate of pay.
- 32.4.2. This is a stand alone payment and does not form part of the rostered cycle hours for the calculation of overtime payments.
- 32.5. **Lift up Lay Back payment** - Where crews agree to lift up or lay back more than the 1 hour or 2 hours described in clause 10.3 (Shift Alterations) of Appendix 3 to facilitate train running for AER, they will receive a stand alone payment of 1.7 times their hourly rate for each extra hour they are lifted up or laid back.

33. HELD AWAY FROM HOME PAYMENT

- 33.1. Subject to subclause 33.2 (Stand alone payment) an employee required to rest away from the employee's home depot, for more than 10 hours, will be paid a held away from home payment for each hour in excess of 10 hours, as follows:

Period from sign off to sign on	Percentage of ordinary hourly rate
More than 10 hours up to 12 hours	50%
More than 12 hours	100%

- 33.2. **Stand Alone payment** - Time paid in accordance with the provisions of this clause shall stand alone and will not count towards working time.

34. EXPENSES

- 34.1. Expenses incurred by an employee while on AER's business will be paid in accordance with the following provisions and AER's policy concerning expenses. Employees shall only be paid expenses when a cost is actually incurred and, except for payments made under clause 34.3.3 (Rostered Rest Away From Home Allowance) , employees may be required to provide evidence of satisfaction of those costs incurred.
- 34.2. Where accommodation is provided by AER, consultation with the employee(s) shall occur prior to the accommodation being utilised. Any issues concerning the standard of accommodation provided by AER shall be reviewed by the parties and where there is no agreement on the accommodation provided the matter shall be progressed through clause 52 (Resolving Differences).
- 34.3. **Away from home and meal expenses**
An employee required to temporarily reside away from home shall be paid by either the reimbursement of reasonable costs incurred (per clause 34.3.1) or the payment of the prescribed away from home allowance in accordance with clause 34.3.2 or 34.3.3 or 34.3.4 as applicable.

An employee required to work away from home, for other than Rostered Rest, will be consulted and informed of the payment method to apply as part of finalising the arrangements prior to the employee going away.

34.3.1. *Reimbursement Method*

- Where reimbursement is to apply AER will reimburse the employee for all reasonable accommodation, meals and incidental costs incurred on the provision of valid tax invoices for the expenses incurred.
- Where an employee is unable to meet the costs of accommodation and/or meals the employee will be paid an advance equivalent to the estimated cost of accommodation and or meals, but not less than that prescribed for at clause 34.3.2 below, and subsequently adjusted on the provision of valid tax invoices for the expenses incurred.

34.3.2. *Away from Home Allowance Method*

Where an employee utilises hotel/motel type accommodation, under the prescribed allowance method, the employee shall be paid away from home allowances in accordance with the following table:

<u>Qld Locations</u>	<u>Accomm. Rate per day \$</u>	<u>Food & Drink</u>			<u>Incidentals \$</u>	<u>Total \$</u>
		<u>B'fast</u>	<u>Lunch</u>	<u>Dinner</u>		
Brisbane metro area		<u>B'fast</u> 23.10	<u>Lunch</u> 25.90	<u>Dinner</u> 44.50		
	201.00	93.50			16.85	311.35
Nominated Country Centres		<u>B'fast</u> 23.10	<u>Lunch</u> 25.90	<u>Dinner</u> 44.50		
	124.00	93.50			16.85	234.35
	Townsville 158.50	93.50			16.85	268.85
Other Country Centres		B'fast 20.65	Lunch 23.60	Dinner 40.65		
	92.00	84.90			16.85	193.75

- The away from home allowance, or the relevant component(s), shall not be paid where accommodation and/or meals are paid for by AER or included as part of the cost of travel (eg. plane travel), training course or conference.
- Payment of an allowance for incidental expenses will only be made to an employee in conjunction with an overnight stay. Incidental expenses are extra costs incurred because the employee is away from home for work purposes and do not include personal expenses, which would normally be incurred by the employee in the course of the employee's working day.
- The away from home allowance rates for North Queensland or any other area are in accordance with the "Reasonable Daily Travel Allowance amounts" as declared by the Australian Taxation Office (ATO). These amounts, including changes to the specified high cost country centres, shall be adjusted each year from the first pay period following publication by the ATO (usually early July each year).

34.3.3. *Rostered Rest Away From Home Allowance*

- Where an employee is required to rest at a location other than the employee's home location, in accommodation provided by AER, as part of the rostered work of the employee's home (or temporary home) location, the employee will be paid an allowance of **\$28.50** for each 8 hours or part there-of.
- The allowance is calculated from the time of signing on at the home location to the time of signing off at the home location.
- This rate is one third of the Temporary Transfer rate prescribed at 34.3.4 and shall be adjusted to the nearest 5 cents at the same time as the Temporary Transfer rate is adjusted.

34.3.4. *Temporary Transfer*

- In circumstances where AER provides an employee, because of the irregular timing of the employee's shift, with self-contained accommodation that has cooking facilities an allowance of **\$ 85.50** per day (0001 to 2400 hours) will be paid to cover food and incidental expenses incurred.
- Where an employee is away for part of a day at the start or end of the temporary transfer, the allowance will be calculated in accordance with the following times:

When going to the away location and signing on at the home depot between:		When returning to the home depot and signing off at the home depot between:	
0001 hours and 0800 hours	\$85.50	0001 hours and 0800 hours	\$28.50
0801 hours and 1600 hours	\$57.00	0801 hours and 1600 hours	\$57.00
1601 hours and 2400 hours	\$28.50	1601 hours and 2400 hours	\$85.50

- The Temporary Transfer rate shall be adjusted by the annual change in the National Meals and Take Away Food component of the Consumer Price Index (CPI) as published for the March quarter and be effective from the commencement of the first pay period on or after July 1 each year.

34.4. **Meal Allowance – unplanned extension of shift** - Where an employee works an unplanned extension of their rostered shift that results in total hours worked for the shift exceeding 10 hours, the employee will be paid a meal allowance of \$22.60.

34.5. **Meal Expenses not involving an overnight stay** - Subject to approval by AER, reasonable costs incurred by an employee for meals while on AER business that does not involve an overnight stay will be reimbursed (up to the maximum value for the relevant meal as provided for at clause 34.3.2 (Away from Home Allowance method)) on the provision of valid tax invoices for the expenses incurred.

34.6. **Use of Private Motor Vehicles**

34.6.1. *Allowance per kilometre* - Where AER approves and employees agree to use their own vehicles to transport themselves to and from their temporary work location as outlined in clause 13.10 (temporary transfer) they are entitled to claim a cents-per-kilometre rate for the distance travelled. The cents-per-kilometre rate will be paid in accordance with the rates provided by the Australian Taxation Office.

34.6.2. *Use of private motor vehicle to be approved by AER* - Managers approving the use of a private motor vehicle as outlined in the above clause by an employee must ensure that the employee is licensed to drive the motor vehicle and the motor vehicle is appropriately insured.

Engine capacity	Cents per kilometre
1600 cc or less	63 cents
1601 cc -2600 cc	74 cents
2601 cc and over	75 cents

34.6.3. **ATO rates** - The cents per kilometres rates are in accordance with the “Claiming a deduction for car expenses using cents per kilometres method” as declared by the Australian Taxation Office (ATO). These amounts, shall be adjusted each year following publication by the ATO and be effective from the commencement of the first pay period on or after July 1 each year.

34.7. **Other Expenses** - Other expenses reasonably incurred, including costs incurred in excess of an allowance paid, will be reimbursed in accordance with AER’s policy subject to the employee providing valid tax invoices for those costs incurred.

35. PAYMENT OF REMUNERATION AND DEDUCTIONS

35.1. **Salaries Paid Fortnightly** - Employees’ salaries shall be paid in fortnightly instalments on a day determined by AER and advised to the employees.

35.2. **Paid into Nominated Accounts** - All remuneration shall be paid into accounts, with a bank, building society or credit union, as nominated by the employee.

35.3. **Calculation of Fortnightly/Hourly Rate** - The calculation of an employee’s fortnightly rate is the per annum rate multiplied by 12 and divided by 313 and the hourly rate is the fortnightly rate divided by 80.

36. SALARY PACKAGING

36.1. **Employee to Arrange with AER** - An employee may, by arrangement with AER, enter into a salary packaging arrangement in accordance with Australian Taxation Office requirements and other relevant legislation.

36.2. **Employee to bear any Costs and Associated Compliance** - An employee entering into a salary packaging arrangement is accountable for compliance with their personal taxation obligations and will bear any costs associated with entering into the arrangement including the costs of obtaining financial advice.

36.3. **AER not liable** - AER will not be liable for any costs should the law or the views on salary packaging change in the future.

37. SUPERANNUATION

37.1. **AER to make Fortnightly Contributions** - AER will make superannuation contributions on the employee’s behalf on a fortnightly basis, as provided by the Superannuation Guarantee (Administration) Act 1992, as varied from time to time, into a regulated complying Superannuation Fund of the employee’s choice.

37.2. **New Employees to select Complying Fund** - In the case of a new employee superannuation, fortnightly contributions will commence once a complying fund has been selected.

37.3. **Salary Sacrifice into Superannuation Fund** - An employee may enter into an agreement with AER to salary sacrifice into a complying superannuation fund. The employee must specify a fixed amount to be salary sacrificed.

37.4. **Paid Leave or Workers Compensation** - An employee who is absent on paid leave or in receipt of Workers Compensation makeup payments will continue to have their superannuation contributions forwarded to their selected complying fund/s in these circumstances.

PART 5 - LEAVE

38. NATIONAL EMPLOYMENT STANDARDS

- 38.1. Part 5 – Leave describes the National Employment Standards (NES) entitlements and may also provide terms that supplement or are ancillary to the entitlements in the NES.
- 38.2. The parties acknowledge that the clauses contained in Part 5 apply only to the extent that they are not detrimental to an employee in any respect when compared with the NES.

39. ANNUAL LEAVE

39.1. Entitlement

- 39.1.1. *Non Shift Workers* - Full time employees shall be entitled to 4 weeks paid leave per year.
- 39.1.2. *Shift Workers* - Where an employee's ordinary hours of work are systematically rostered throughout the 24 hours of the day and / or the 7 days of the week they will be entitled to an additional 1 week's paid leave per year.
- 39.2. **How leave accrued** - Leave will accrue weekly on a pro rata basis, at either the 4 weeks per year or 5 weeks per year rate based on the arrangement of the employees ordinary hours of work.
- 39.3. **Part Time** - Part time employees will accrue annual leave on a pro rata basis.
- 39.4. **Paid at Ordinary rate** - Annual leave shall be paid at the employee's ordinary rate of pay.
- 39.5. **Part leave taken** - Leave may be taken in more than one part as agreed between AER and the employee.
- 39.6. **Accrual Maximums** - An employee may, subject to mutual agreement, accrue leave up to a maximum of 6 weeks in the case of employees entitled to 4 weeks per year and 8 weeks in the case of employees who accrue leave at 5 weeks per year. AER and an employee may also enter into an agreed leave plan that allows leave to accrue beyond the limits provided for in this clause.
- 39.7. **Public Holiday during Annual Leave** - Where a public holiday falls within a period of annual leave the day shall be paid as a public holiday and not as annual leave. The only exception to this rule is where an employee has a 'Public Holiday Buy Out' component in their rate of pay as provided for at clause 27.4 (Team Leaders Roster Aggregate), in which case a public holiday falling during an employee's annual leave shall be deemed to be part of the annual leave.
- 39.8. **Annual Leave Debit** - For the purpose of debiting annual leave, a day's annual leave shall be 8 hours and a week's annual leave shall be 40 hours (pro rata for part time workers).
- 39.9. **When not rostered** - For the purpose of rostering whole weeks of annual leave, a week shall be seven days commencing at 0001 hours on the first day and ending at 2359 hours on the seventh day, consequently, an employee will not be rostered for a shift which finishes on the first day of annual leave.
- 39.10. **Leave Rosters** - Each year before June 30, AER shall post a leave roster at each work location showing the planned dates for clearance of annual leave by employees. Leave rosters shall be compiled with due consideration of employee requests and the equitable sharing of leave during particular seasons and periods of demand. The application process will include the employee nominating specific times the leave is requested, which will then be considered by AER.

- 39.11. **Leave Loading** – the payment of leave loading has been absorbed into the rates of pay in accordance with the provisions of clauses 27.2 (Traincrew inclusive conditions) and 27.3 (Other than Traincrew inclusive conditions)**Error! Reference source not found.**

40. LONG SERVICE LEAVE

- 40.1. **Entitlement** - Employees will receive thirteen weeks long service leave after ten years of continuous service. For each year of additional service above ten years, long service leave will accrue at the rate of 1.3 weeks of leave per year of service thereafter.
- 40.2. **How LSL Taken** –
- 40.2.1. Long service leave shall be taken in one period, unless otherwise agreed between AER and the employee.
- 40.2.2. Where agreed between AER and the employee, an employee may access long service leave *pro rata* after seven years continuous service
- 40.3. **Payment** - Long service leave shall be paid at the employee's ordinary rate of pay.
- 40.4. **Payment of Public Holiday** - Where a public holiday falls within a period of long service leave the day shall be paid as a public holiday and not as long service leave.
- 40.5. **Continuous Service** - For the purpose of this clause, "continuous service" includes any period during which the employee is absent on paid leave or workers compensation but does not include any period exceeding two continuous weeks during which the employee is absent on leave without pay including parental leave, or any period for which an employee has received a payment in lieu of the accrual of long service leave.
- 40.6. **Pro Rata Entitlement at Termination** - An employee will be entitled to pro rata long service leave under the following circumstances:
- 40.6.1. Where AER terminates the employee's services for reasons of redundancy or ill health where the employee is certified permanently unfit to perform the duties of their appointed position; or,
- 40.6.2. Upon termination of employment, for reasons other than serious misconduct, where the employee has completed seven years continuous service.
- 40.7. **Cashing out long service leave**
- 40.7.1. By written agreement between AER and the employee, an employee with seven or more years of continuous service may cash out some or all of the employee's accrued long service leave.
- 40.7.2. Long service leave will be cashed out at the employee's ordinary rate of pay.

41. PERSONAL/CARERS LEAVE

- 41.1. **Principle** - Personal/Carer's leave is for the purpose of providing income for full and part time employees unable to attend work through, injury, illness or an unexpected emergency to themselves or a member(s) of their immediate family/ household where an entitlement exists to such Personal/Carer's leave.
- 41.2. **Entitlement** – Personal/Carer's leave comprises sick leave and carer's leave and employees are entitled to paid Personal/Carer's leave of up to 96 hours for each completed year of service and it may be taken by an employee as follows:
- 41.2.1. paid sick leave may be taken because of the employee's personal illness or injury, or,
- 41.2.2. paid carer's leave of up to 96 hours (pro rata for part time employees) in any 12 month period where the employee needs to provide care or support to a member of their immediate family or a member of the employee's household due to the personal illness, injury of or an unexpected emergency affecting the member.

- 41.3. **Part Time Pro Rata** - Part time employees are entitled to paid Personal/Carer's leave on a pro rata basis.
- 41.4. **Definition 'immediate family or household'** - For the purpose of this clause the following are members of an employee's immediate family or household:
- a spouse/ partner, same sex partner, a de facto spouse/ partner/ same sex partner of the employee, child, parent, grandparent, grandchild, sibling or other close family member of the employee;
 - a child, parent, grandparent, grandchild or sibling of the employee's spouse;
 - any other person who, at or immediately before the relevant time for assessing the employee's eligibility to take leave, lived with an employee as a member of the employee's household.
- 41.5. **Notice to take leave** - The granting of paid or unpaid Personal/Carer's leave is subject to the employee complying with the Employee Notice provisions of clause 26.1.
- 41.6. **Payment** - Personal/Carer's leave will be paid at the employee's ordinary rate of pay.
- 41.7. **Accrual** - Unused Personal/Carer's leave will accrue from year to year.
- 41.8. **Maximum Hours Debited** -- Paid personal leave will be debited in accordance with the rostered hours lost as a result of the leave up to a maximum of 8 hours for each shift for which the employee is absent and the debited leave shall count towards the fortnightly (or roster cycle) hours.
- 41.9. **Access to Personal/Carer's Leave during Annual or Long Service Leave** - Personal/Carer's leave will not be paid to an employee clearing annual or long service leave.
- However, if an employee is sick or injured during a period of annual leave or long service leave for seven consecutive days, and produces at the time, or as soon as practicable thereafter, evidence to the organisation's satisfaction that the employee was confined to his/her place of residence or hospital, then approval shall be given to grant Personal/Carer's leave for the period.
- This approval will be for the period during which the employee was confined to his/her place of residence or hospital.
- After approval AER will reinstate annual or long service leave equivalent to the period of confinement.
- 41.10. **Workers Compensation** - An employee shall not be entitled to be paid for any absence during any period for which the employee is entitled to worker's compensation.
- 41.11. **Termination** - No payment will be made in respect of unused Personal/Carer's leave on termination of employment.
- 41.12. **Provision of Evidence**
- 41.12.1. *Certificate or Statutory Declaration* - Employees shall provide evidence (certificate from a medical professional, statutory declaration) to AER's satisfaction for absences of Personal/Carer's leave.
- 41.12.2. *Consecutive Days without Evidence* - The maximum number of consecutive days of personal leave that an employee may clear without having to provide satisfactory evidence on any particular occasion shall be two days.
- 41.12.3. *Specific Evidence may be Required* - However, where required an employee may be requested to provide evidence to AER's satisfaction that any absence on Personal/Carer's leave was due to:
- the employee's personal illness or injury; or,
 - the employee needing to provide care or support to a member of their immediate family; or,

- the employee needing to provide care or support to a member of the employee's household due to the personal illness, injury of or an unexpected emergency affecting the member.

41.12.4. **AER Health Assessment Outcome** - An employee shall not be required to provide satisfactory evidence of absence on Personal/Carer's leave in respect of any period where the employee undergoes an AER health assessment which indicates the employee is unfit for duty.

41.13. **Medically Unfit - Cessation of Employment**

41.13.1. Where an employee is absent on Personal/Carer's leave (paid or unpaid) for a period of six months or more, and AER has a good and sufficient reason to believe that the employee will be unable to return to work, or is unable to undertake the duties of the position due to being medically unfit, AER at its cost, may direct the employee to undertake a health assessment by a designated health physician/professional to determine the employee's fitness for work

41.13.2. Where it is determined that the employee is medically unfit for duty and unable to return to their substantive position or suitable alternative employment now or in the foreseeable future, cessation of employment is progressed. In such cases, employees can clear their accumulated Personal/Carer's leave entitlement before the cessation of employment takes effect. This provision does not apply to employees on worker's compensation.

42. **UNPAID PERSONAL/CARER'S LEAVE**

42.1. **Entitlement to Unpaid Carers Leave** – In the event an employee's entitlement to paid Personal/Carer's leave is exhausted, or where an employee has no entitlement to paid Personal/Carer's leave an employee will be entitled to up to two days unpaid Personal/Carer's leave for each occasion a member of the employee's immediate family or a member of the employee's household requires care and support because of:

- a personal illness, or injury, of the member; or
- an unexpected emergency affecting the member.

42.2. **Evidence** - AER may request the employee to provide evidence to AER's satisfaction in order to approve the Personal/Carer's leave in accordance with this clause.

42.3. **Guaranteed Hours Adjusted** - Where an employee is granted unpaid Personal/Carer's leave, the employee's guaranteed hours for the relevant period will be reduced by the extent of the rostered hours lost as a result of the unpaid Personal/Carer's leave.

42.4. **Annual Leave in Lieu** - Where an employee has no accrued Personal/Carer's leave, then annual leave may be granted to cover the absence.

42.5. An employee cannot take unpaid personal/carer's leave when an accrual for paid personal/carer's leave is available to take.

43. **COMPASSIONATE LEAVE**

43.1. **Entitlement** - Employees may be paid up to three days compassionate leave per occasion;

43.1.1. for the purpose of spending time with a member of the employee's immediate family or household who:

- has or develops a personal illness that poses a serious threat to his or her life; or,
- sustains a personal injury that poses a serious threat to his or her life; or

43.1.2. after the death of a member of the employee's immediate family or a member of the employee's household.

- 43.2. **Application considered on its merit** - Each application for compassionate leave shall be considered on its merits, taking into account the relationship of the employee with the deceased, the amount of time required away from work, why the time off is required (eg to attend a funeral / memorial service, to handle funeral arrangements), whether extensive travel is involved (interstate or overseas) and any other extenuating circumstances that may exist.
- 43.3. **Payment** - Compassionate leave shall be paid at the employee's ordinary rate of pay.
- 43.4. **Hours to be paid** - An employee absent on compassionate leave will be paid for the rostered hours lost by the employee as a result of the absence.

44. TRAUMA LEAVE

- 44.1. **Employee replaced** - Where employees are in charge of a train that is involved in a serious accident or incident or during the course of their work witness a serious accident or incident that results in a serious injury or fatality to another employee or other parties AER shall ensure that the employees are replaced as soon as possible by other suitably qualified employees.
- 44.2. **Entitlement** - In these circumstances employees will be provided with transport to their home or their home base location, as so elected by the employee and where the incident involves a fatality, employees will be provided with up to three days paid leave to receive psychological counselling from a qualified practitioner.
- 44.3. Trauma leave is a separate entitlement to any other leave.

45. PARENTAL LEAVE AND RELATED ENTITLEMENTS

- 45.1. **Principle of Entitlement** - Permanent full time and part time employees are entitled to parental leave in respect of the birth of a child to the employee or employee's spouse or the adoption by the employee of a child, under the age of six and a half (6.5) years at the date of placement..
- 45.2. **Entitlement Parameters** - The entitlement to parental leave is subject to:
- the employee completing at least 12 months continuous service prior to the expected date of birth or placement of a child; and
 - the employee providing at least 10 weeks written notice of intention to take the leave.
- 45.3. **National Employment Standards (NES)** - The parties acknowledge that the provisions contained in this clause apply only to the extent that they are not detrimental to an employee in any respect when compared with Division 4 of the NES.
- 45.4. **Entitlement – Maternity and Paternity Leave**
- 45.4.1. *Maternity Leave*
- A maximum of 52 weeks leave of which the first 14 weeks for female employees shall be paid maternity leave and the balance of the leave to be either debited to other accrued leave entitlements or leave without pay.
- 45.4.2. *Paternity Leave - Non Primary Care Giver*
- A maximum of 52 weeks leave, of which one (1) week shall be paid paternity leave (for the non primary care giver), and the balance of the leave to be either debited to other accrued leave entitlements or leave without pay.
- An employee is not entitled to paternity leave at the same time as their spouse except for one week's paid paternity leave which can be taken by the employee who is not the primary care giver within four weeks following the birth of the child.

This granting of paternity leave is subject to the employee:

- taking the paternity leave to become the primary care giver of the child.
- providing particulars of any period of maternity leave taken by the employee's spouse.

45.4.3. *Paternity Leave - Primary Care Giver*

Where an employee's spouse is unable to be the primary care giver upon the birth of a child due to injury, illness or death of the spouse the employee is entitled to 14 weeks paid paternity leave to be the primary care giver. The leave is to be taken by the employee within four weeks following the birth of the child and is subject to:

- The employee providing AER with satisfactory evidence from a medical professional (i.e. medical doctor, consulting physician, obstetrician) confirming the employee's spouse is medically unfit and therefore unable to be the primary care giver upon the birth of the child.
- Provision of appropriate evidence concerning the death of an employee's spouse.

45.5. **Entitlement - Adoption Leave**

A maximum of 52 weeks leave, of which one (1) week shall be paid adoption leave (for the non primary care giver), and the balance of the leave to be either debited to other accrued leave entitlements or leave without pay.

This granting of adoption leave is subject to the employee:

- taking the adoption leave to become the primary care giver of the child.
- providing particulars of any period of adoption leave taken by the employee's spouse.

45.6. **Variation of Parental Leave**

Unless agreed otherwise between AER and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change is to be notified at least four weeks prior to the commencement of the changed arrangements.

45.7. **Entitlement to Government Parental Leave Scheme** – Where an employee is entitled to access the Australian Government's paid parental leave scheme payments will be made in accordance with that scheme.

46. LAW COURT ATTENDANCE

46.1. **Jury Service**

46.1.1. *Jury Service Payment -*

When an employee receives a notice to attend jury service from the Queensland Courts, in accordance with the Jury Act 1995, the employee must notify their manager as soon as practicable.

An employee who attends court for jury service will be paid at the employee's ordinary rate of pay including payments associated with the rostered shift the employee would have worked (excluding overtime) for all time lost.

46.1.2. *Crown Law Certificate of Attendance –*

An employee is to advise the sheriff's office that the employee is required to reimburse their employer for the jury attendance fees received. The employee must, on return to work, endorse the cheque received from the Queensland Courts to AER, The employee will be issued with a statement from the Queensland Courts, detailing the days attended and the amount received for their attendance. This statement must be presented to AER, with the endorsed cheque.

This process is to be completed at the end of the employee's jury service term. If the employee presented to the courts for jury service, but has not been selected on a trial, the employee must return to work for the duration of their normal shift. The only time the employee is not required to return to work on this occasion, is if prior arrangements have been agreed upon with their manager."

- 46.1.3. *Attendance in Own Time* - An employee will not be paid by AER when the employee attends Jury Service in their own time, eg annual leave, long service leave, non working day. However, where this occurs the employee may receive fees as prescribed and paid by the court.

46.2. **Other Court Attendance**

- 46.2.1. *Attend in Working Time* - An employee who attends court on behalf of AER should be rostered to attend in working time.
- 46.2.2. *Payment* – Payment is to be paid at the employee's ordinary rate of pay including payments associated with the rostered shift the employee would have worked (excluding overtime).
- 46.2.3. *Reasonable Expenses* - The employee is also to be reimbursed any reasonable expenses associated with attending court.
- 46.2.4. *Other Reasons as Leave Without Pay* - Attendance at a court by an employee, for reasons other than jury services or on behalf of AER, should be supported by a Crown Law Department certificate of attendance and will be treated as leave without pay.

47. **DEFENCE FORCE RESERVES AND EMERGENCY SERVICES**

- 47.1. **Defence Force Reserves** - An employee shall be provided with leave for training with the Defence Force Reserves in accordance with the Defence Reserve Service (Protection) Act 2001 (Cth).

47.2. **Voluntary Emergency Management Leave**

- 47.2.1. Voluntary Emergency Management Leave is derived from Division 8 of Part 2.2 of the Fair Work Act and provided for under Division 7 of the NES for Community Service Leave and means:
- an activity that an employee engages in on a voluntary basis
 - that relates to an emergency or natural disaster and
 - the employee is a member or quasi member of an emergency management body; and,
 - the employee was requested or would have been requested by that body to engage in the activity.
- 47.2.2. Employees who are members of a recognised emergency management body (e.g. Country Fire Service, State Emergency Services) as defined by the Fair Work Act must advise AER of the relevant details of their membership responsibilities. Such employees may be released from duty, if called upon at times of declared emergencies. The employee must advise their Manager immediately when notified that they are required for duty in an emergency, or as soon as is reasonably practicable and of the expected period of absence.
- 47.2.3. On resumption of duty, an employee should provide proof of attendance certified by an authorised representative of the emergency service to which the employee was attached. Wherever possible, times of attendance should be shown.
- 47.2.4. Emergency leave is unpaid leave, however for such absences an employee may apply for and will be granted paid leave from their accumulated annual leave or take leave without pay.

48. PUBLIC HOLIDAYS

48.1. **Public Holidays** - The following days shall be deemed as public holidays:

New Year's Day	Easter Monday
Australia Day	Anzac Day
Labour Day	Queens Birthday
Good Friday	Christmas Day
Easter Saturday (Shift Workers only)	Boxing Day

48.2. **Additional Public Holiday** - In addition to the public holidays prescribed above, an employee is entitled to one other day prescribed by the relevant state or territory.

48.3. **Public Holidays on Weekends** –

48.3.1. For shift workers, any public holiday, other than Easter Saturday, which falls on a Saturday or on a Sunday, the public holiday will not be observed on the Saturday or Sunday but will be observed on the following Monday.

48.3.2. When Boxing Day falls on a Sunday or Monday, the public holiday will not be observed on the Sunday or Monday but will be observed on the following Tuesday.

48.4. **Public Holiday is a Calendar Day** - The public holiday will be from 0001 hours to 2400 hours on the day deemed as the holiday.

48.5. **Payment**

48.5.1. *No Public Holiday Buyout Component - Payment*— Where an employee works on a public holiday, the employee will be paid 8 hours pay at the ordinary rate of pay and will be paid 1.5 times the ordinary rate of pay for all hours worked on the public holiday.

48.5.2. *Public Holiday Buyout Component – No Payment* - For an employee who has a Public Holiday Buyout component in their rate of pay, payment for working on public holidays is incorporated in the employee's rate of pay. Accordingly, an employee rostered to work on public holidays will receive no additional payment

48.6. **Call Out** - Where an employee is called out the employee will be paid at the overtime rate as provided for at clause 31.

48.7. **Part Time** - Part-time employees are entitled to public holidays provided the holidays occur on a day which the employee normally works.

48.8. **Casual** - A casual employee who works on a public holiday will be paid at the employee's casual rate of pay plus 1.5 times the ordinary rate for the hours worked on the day.

48.9. **Public Holiday not Worked** – Where an employee is not rostered to work on any public holiday, the employee will be paid 8 hours pay at the ordinary rate of pay and such payment will not count towards working time but may be used, to the extent necessary, toward payment of the guaranteed hours.

48.10. **RDO** - Employees may have a designated Rostered Day Off ("RDO") on a Public Holiday, including Easter Saturday, where that RDO falls on the public holiday.

- In such cases the employee shall be paid eight hours pay at the ordinary rate of pay and such payment will not count towards working time but may be used, to the extent necessary, toward payment of the ordinary hours.
- An employee who works on a RDO on a public holiday shall be paid eight hours pay at the ordinary rate of pay plus the stand alone payment provided for at clause 31.

48.11. **Absent Pre and Post a Public Holiday** - If an employee is absent from work without authorisation on the last rostered shift and first rostered shift after a public holiday, the employee shall not be entitled to payment for that public holiday as provided for in clause 48.9 (Public Holiday not worked).

PART 6 - GENERAL PROVISIONS

49. UNIFORMS AND PERSONAL PROTECTIVE EQUIPMENT

49.1. Uniforms

- 49.1.1. Employees shall be issued with uniforms as appropriate to their work requirements. All such issues are to be worn as required by AER and maintained by the employee in a clean and serviceable condition.
- 49.1.2. Replacement uniforms will be either periodic or on a fair wear and tear basis as determined by AER.
- 49.1.3. AER shall consult with the relevant employees in accordance with the consultative mechanism in this agreement when there is a proposal to make a significant change. A significant change will be a change to the frequency, quality or quantity of uniform issues. Changes to color or supplier will not be considered a significant change.

49.2. Personal Protective Equipment

- 49.2.1. Employees shall be issued with personal protective equipment (PPE) as appropriate to their work requirements. Such personal PPE shall be for the sole use of the employee it is issued to and shall not be used by other employees.
- 49.2.2. Employees shall ensure that all such issues are worn and maintained in accordance with AER's (or applicable WH&S Act) requirements.
- 49.2.3. AER shall issue PPE on either a periodic or fair wear and tear basis as determined by AER, having regard to its WH&S Act obligations or any specific product requirements.
- 49.2.4. Changes proposed to PPE shall be managed through appropriate occupational safety & health processes.

PART 7 - UNION FACILITATION, CONSULTATION AND DISPUTE RESOLUTION PROCESSES

50. UNION FACILITATION PROCESSES

50.1. **Union Facilitation** - Relevant union delegates will be advised of intended induction and training sessions and provided with opportunities to discuss union membership with new employees at those sessions.

50.2. Workplace Delegates

50.2.1. Role of Union workplace delegates and job representatives

- AER recognises that Union workplace delegates and job representatives from the workplace have a role to play within the workplace. That role is not to co-manage or hinder the efficient operation of the workplace.
- The role of Union workplace delegates and job representatives is secondary to the job they are employed to perform.
- AER shall not unreasonably hinder Union workplace delegates and/or job representatives in the reasonable and responsible performance of their duties.

50.2.2. Access to employees, AER facilities and equipment –

- Union workplace delegates and job representatives may access company equipment
- Employees will be given full access to Union workplace delegates and other job representatives during working hours to discuss any employment matter provided that work requirements are not unreasonably affected.
- Provided that service delivery and work requirements are not unduly affected, workplace delegates and job representatives will be provided reasonable access to facilities for the purpose of undertaking representative activities.
 - Such facilities may include but are not limited to: telephone, computers, email, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards.
- AER and workplace delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes and the use of such facilities will not be abused.

50.2.3. *Leave to attend Union executive meetings etc* - AER will approve time off without loss of pay for ordinary hours for employees who are elected (honorary) officials of unions to attend a reasonable number of union executive meetings, divisional meetings, State/National Council meetings and annual/bi-annual conferences of their union.. These are to be based on schedules agreed to between AER and the respective Union. Such paid arrangements will not include travelling time.

50.3. Industrial Relations Education Leave

50.3.1. Leave under this clause is not cumulative and each absence must be approved by the Chief Executive (or delegated authority).

50.3.2. Industrial relations education leave is paid time off to acquire knowledge and competencies in industrial relations. Such knowledge and competencies are intended to enable union delegates or job representatives to effectively participate in consultative structures, perform a representative role and further the effective operation of the grievance and dispute settlement procedures.

50.3.3. This clause does not apply to probationary employees.

50.3.4. Payment for leave pursuant to this clause shall be at ordinary time.

50.3.5. For the purpose of this clause "ordinary time" means the base weekly rate paid to the employee, exclusive of any penalties or loadings that would have been paid had the employee been performing their normal job.

- 50.3.6. *Amount of leave available*
- Upon written application, employees who are Union delegates or job representatives may be granted up to 40 ordinary hours paid time off per calendar year. Leave under this clause is not cumulative and each absence must be approved by the Chief Executive (or delegated authority).
 - Upon written application being approved this leave will be granted, unless it unreasonably impacts upon service delivery, work requirements, or the effectiveness and efficiency of the work unit concerned
 - Where an approved course extends beyond 5 working days, the Chief Executive (or delegated authority) may approve the period of leave for training to be extended to cover 10 working days which will then cover 2 calendar years.
- 50.3.7. *Union Education leave in special circumstances* - Upon written request and subject to approval by the Chief Executive (or delegated authority), employees may be granted paid time off in special circumstances to attend management committee meetings, Union conferences, and ACTU Congress.
- 50.4. **Payroll Deductions** - AER will provide payroll deduction (PRD) facilities for union subscriptions at no cost to unions or employees

51. CONSULTATIVE MECHANISMS

- 51.1. **Principle** - AER, its employees and unions covered by this agreement acknowledge the value of regular and constructive communication to improve the operation of AER and work environment of the employees.
- 51.2. **Employee Involvement** - The process seeks to enhance employee input into problem solving and decision-making, including, but not limited to the involvement of employees in roster development, risk assessment, locomotive and accommodation standards.
- 51.3. **Consultation on change**
- 51.3.1. This clause applies if:
- AER has made a definite decision on a proposal to introduce a **major change** to production, program, organisation, structure, or technology in relation to its enterprise; and
 - the change is likely to have a significant effect on employees of AER.
- 51.3.2. AER must notify the relevant employees, relevant workplace employee representatives and/or unions covered by this agreement of the decision to introduce the major change. The decision by AER on the actual date of implementation of the proposal will not be made until the following process is completed as outlined in the following sub clauses:
- 51.3.3. The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- 51.3.4. If:
- a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - the employee or employees advise AER of the identity of the representative;
- AER must recognise the representative.

- 51.3.5. As soon as practicable after making its decision, AER must:
- a. discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures AER is taking to avert or mitigate the adverse effect of the change on the employees;and
 - b. for the purposes of the consultation — provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees
- 51.3.6. The process of consultation must also include:
- Provision of reasonable resources, including work time, for relevant employees to fully participate in the consultation process;
 - Genuine consideration of the relevant employees suggestions, ideas and contributions;
 - Genuine opportunity for the relevant employees to affect the implementation of the decision
- 51.3.7. However, AER is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 51.3.8. AER must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 51.3.9. If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of AER, the requirements set out in the above sub clauses (2), (3), (5) and (6) are taken not to apply.
- 51.3.10. In this clause, a major change is **likely to have a significant effect on employees** if it results in:
- the termination of the employment of employees; or
 - major change to the composition, operation or size of AER's workforce or to the skills required of employees; or
 - the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - the alteration of hours of work; or
 - the need to retrain employees; or
 - the need to relocate employees to another workplace; or
 - the restructuring of jobs.
- 51.3.11. In this clause, **relevant employees** means the employees who may be affected by the major change.
- 51.3.12. AER must notify the relevant employee/s and their representatives in writing where a final decision in relation to the matter subject to the consultation, is made.

51.3.13. The notification must include final details of the proposed change and an implementation date. The implementation date will not be earlier than 5 working days from the date of the notification, unless safety concerns demand an earlier implementation date. The notification will be signed by a senior representative of AER.

51.4. **Two Level AER Consultative structure** - A two level consultative mechanism shall operate under this agreement.

First Level - The first level shall be at a local workplace level where local management and employee representatives nominated and elected by their fellow employees shall participate in regular consultative committee meetings to address any issues relevant to employees at that location.

The first level local workplace committee shall be a forum for the exchange of information, consideration of proposed changes, the development of workplace improvements and the consideration of any issues arising at the workplace.

Second Level - The second level shall involve senior management, selected employee representatives and/or nominated employee representatives as a peak consultative committee. This committee shall be a forum for the exchange of information and consideration of broader issues that affect all employees covered by this agreement. There may be a requirement from time to time to establish other peak consultative committees for specific purposes.

51.5. **Frequency of Meetings** - The frequency of the local workplace committee meetings shall be at least quarterly and the peak committee meetings shall be six monthly or more often if required to address specific issues / initiatives.

51.6. **Training** – AER shall provide suitable training to selected employee representatives where it is determined that they require development in consultation and communication skills.

51.7. **Attendance at Consultative Meetings** - Selected employee representatives will be paid as working time for attendance at Consultative Meetings.

52. RESOLVING DIFFERENCES

52.1. **General Principle** - In the event of any workplace dispute arising during the course of employment, including disputes over matters arising under this Agreement, and any matters relating to the National Employment Standards, the following procedure to resolve the dispute will apply.

For the purposes of this clause a “working day” shall be any day other than Saturday, Sunday or a public holiday

52.2. An employee may, at any step in the procedure, appoint a representative (including an Organisation or Association) who may represent an employee under this procedure.

52.3. While this procedure is being followed, employees will continue to work in accordance with their contract of employment and comply with lawful and reasonable directions given by AER. However, employees will not be required to perform any work where the employee holds a reasonable concern about an imminent risk to the employees’ health or safety.

52.4. **Steps to Resolve Differences**

Step 1 – Initial Discussions

- Where a dispute arises, the employee/s will first attempt to resolve the dispute with the relevant immediate supervisor..
- If there is no satisfactory resolution to the dispute at this level, the employee/s will approach the next level of management for a resolution of the matter under Step 2.

Step 2 – Discussions with Manager

- If the matter remains unresolved after Step 1, it shall be referred for further discussions between the employee/s and a relevant manager as required.
- These discussions will occur as soon as possible and shall take place no later than 3 working days unless otherwise agreed after being referred from Step 1.
- If the dispute remains unresolved it may be referred by the employee to step 3.
- Any referral to step 3 must be in writing. The written notice of dispute must contain these details:
 - The location of the dispute
 - The subject of the dispute
 - The particulars of the dispute
 - At least one proposed resolution of the dispute.

Step 3 – Discussions with more Senior Management

- Discussions at step 3 will occur as soon as possible and shall take place no later than 3 working days unless otherwise agreed after being referred from Step 2.
- More senior management and the employee will attempt to resolve the dispute. If the dispute is not resolved, AER will issue to the employee a written notice setting out AER's decision. This notice will include, where relevant, the date of implementation, which will be no earlier than 3 working days from the date of the notice.
- To avoid doubt, this means the disputed changes will not be implemented until the 3 working day period has ended.
- Where the dispute remains unresolved, it may be referred to Step 4 by way of an application to Fair Work Australia. The application to Fair Work Australia must be lodged within 3 working days of the employee receiving the written notice of AER's decision.

Step 4

- Where an application is lodged in accordance with step 3, AER will not implement the disputed changes until this step is completed. Where the application is lodged after 3 working days from the date of notice referred to in step 3, AER may implement the change and the matter may only proceed to conciliation.
- FWA will first attempt to resolve the dispute by conciliation. The employee and AER will act expeditiously and without delay to progress the dispute. Due consideration will be given to any recommendation made by FWA.
- Where the dispute pertains to the application or interpretation of this agreement or an alleged breach of this agreement and, where the dispute remains unresolved following conciliation FWA is authorised to resolve the dispute by private arbitration
- To the extent necessary the following powers are conferred upon FWA:
 - Making procedural directions as to the time, place and conduct of the conciliation or arbitration
 - Directing the parties as to the manner of receiving submissions, including requiring formal submissions
 - Hearing oral submissions
 - Taking written submissions
 - Hearing evidence by oath or affirmation
 - Conducting inspections.

- Determining the representation of the parties applying the same criteria as contained in S596 of the Fair Work Act 2009
- 52.5. AER or an employee will not be represented by a legal practitioner during the conciliation and/or arbitration unless:
- the consent of the other party to such representation is obtained; or
 - the legal practitioner is a permanent employee of AER or of the employee's representative Organisation or Association; or
 - Where FWA grants leave to appear in accordance with the powers granted herein.
- 52.6. Where the dispute is subject to private arbitration, the decision of FWA is binding on all parties.

53. SIGNATORIES

Signed for and on behalf of Australia Eastern Railroad Pty Ltd (“AER”):

Signature and Name of AER’s representative:
Signature Name

Title:

Signature and Name of Witness:
Signature Name

Dated:

Signed for and on behalf of the Australian Rail Tram and Bus Industry Union (“RTBU”):

Signature and Name of RTBU’s representative:
Signature Name

Title:

Signature and Name of Witness:
Signature Name

Dated:

Signed for and on behalf of the Australian Federated Union of Locomotive Employees Queensland Union of Employees (“AFULE”):

Signature and Name of AFULE’s representative:
Signature Name

Title:

Signature and Name of Witness:
Signature Name

Dated:

APPENDIX 1 – CLASSIFICATIONS, INDICATIVE DUTIES and REQUIREMENTS

The Indicative Duties and requirements for the classifications detailed at clause 27.1 are as follows:-
 Minimum entry level requirements for all classifications are:-

- Literacy Level 3 and Numeracy Level 2 competency standards.
- Medical, vision and hearing standards and physical mobility requirements as applicable for the role.
- Hold a valid ‘C’ class (national) motor vehicle driver’s licence

Notes:

1. The duties listed are indicative only, they may not be required to be performed by employees at all times and will vary based on requirements at specific locations and particular shifts being worked.
2. All employees may be required to drive motor vehicles to convey themselves and others in the course of their work.
3. Automatic progression will occur from one Level to the next within the respective streams subject to the employee achieving the required competencies except where otherwise stated.
4. Except where otherwise stated the position is to be filled by appointment.
5. The requirements for each classification shall be defined by the applicable position Training Plan and /or Position Description Form.

CLASSIFICATION	INDICATIVE DUTIES / WORK DESCRIPTION
Operational Maintainer Level 1	Undertake theoretical and practical components of Operational Maintainer training program and/or; <ul style="list-style-type: none"> • Maintain cleanliness of locomotives, rollingstock, plant, equipment, vehicles & work area, • Drive motor vehicles for pick up / delivery of supplies & equipment,; • Carry out miscellaneous terminal / depot duties. • Computer system operation as applicable to role.
Operational Maintainer Level 2	Undertake duties of Operational Maintainer Level 1 plus the duties of Operational Maintainer Level 2. These may include (but are not limited to): <ul style="list-style-type: none"> • Perform locomotive trip servicing under direct supervision; , • Perform shunting under ‘direct supervision’, • Conduct roll by inspections under direct supervision, • Operate fixed / mobile plant and equipment in accordance with training plan requirements and qualifications (under direct supervision),

CLASSIFICATION	INDICATIVE DUTIES / WORK DESCRIPTION
Operational Maintainer Level 3	<p>Undertake duties of Operational Maintainer Level 2 plus the duties of Operational Maintainer Level 3. These may include (but are not limited to):</p> <ul style="list-style-type: none"> • Perform shunting under “distance supervision’ • Operate fixed / mobile plant and equipment in accordance with training plan requirements / qualifications under the required supervision level • Conduct roll by inspections • Undertake wagon fault identification, minor repair and maintenance under the required supervision level • Maintain the Oil/Water Treatment plant • Participate in audits • Act as a competent person on locomotives (as required)
Operational Maintainer Level 4	<p>Undertake duties of Operational Maintainer Level 3 plus the duties of Operational Maintainer Level 4. These may include (but are not limited to):</p> <ul style="list-style-type: none"> • Shunting and Marshalling of trains • Operate loading and unloading equipment • Undertake wagon fault identification, minor repair and maintenance • Operate fixed / mobile plant and equipment in accordance with training plan requirements / qualifications • Conduct brake testing or brake examinations on Rollingstock • Assist in the re-railing of Rollingstock
Operational Maintainer Level 5	<p>Undertake duties of Operational Maintainer Level 4 plus the duties of Operational Maintainer Level 5. These may include (but are not limited to):</p> <ul style="list-style-type: none"> • Undertake start up and shut down process of locomotives • Perform duties of supervising a stationary train • Provide on job supervision and mentoring • Undertake Safeworking duties (as required)
Operational Maintainer Level 6	<p>This position will be filled by appointment (progression is not automatic)</p> <p>Undertake duties of Operational Maintainer Level 5 plus the duties of Operational Maintainer Level 6. These may include (but are not limited to):</p> <ul style="list-style-type: none"> • Coordinate and deliver practical on job training and assessments in shunting operations to all levels of employees in accordance with applicable Training Plans • Conduct audits (as required)

CLASSIFICATION	INDICATIVE DUTIES / WORK DESCRIPTION
Team Leader	<p>This position will be filled by appointment (progression is not automatic) Undertake duties of Operational Maintainer Level 6 plus the duties of Team leader. These may include (but are not limited to):</p> <ul style="list-style-type: none"> • Direct, coordinate terminal/yard operations and supervise day to day depot work including work scheduling and work task allocations • Coordinate the preparation and dispatch of train services • Coordinate maintenance / servicing of locomotives and rollingstock • Perform depot administrative functions • Conduct incident / accident investigations • Provide operational support to ensure the safe and efficient working of rail operations • Customer liaison to ensure effective services are provided. • Operate locomotives for restricted rollingstock movements

CLASSIFICATION	INDICATIVE DUTIES / WORK DESCRIPTION LOCOMOTIVE OPERATIONS STREAM
Trainee Locomotive Driver	<p>Undertake the theoretical and practical components of the locomotive driver training program.</p> <ul style="list-style-type: none"> • Conduct any role or activity for which the Trainee is trained and competent to complete, • Carry out other miscellaneous terminal/depot duties
Advanced Trainee Locomotive Driver	<p>Undertake duties of Trainee Locomotive Driver plus the duties of Advanced Trainee Locomotive Driver. These may include (but are not limited to):</p> <ul style="list-style-type: none"> • Perform duties as a second person on the locomotive • Maintain locomotives, vehicles & work area in a clean and safe state • Carry out shunting operations • Carry out brake tests/train examinations
Locomotive Driver	<p>Undertake duties of an Advanced Trainee Locomotive Driver plus the duties of Locomotive Driver. These may include (but are not limited to):</p> <ul style="list-style-type: none"> • Operate locomotives/trains and approved On-Track Vehicles • Provide on the job supervision and mentoring • Conduct minor repairs to equipment (as required)
Driver Trainer	<p>This position will be filled by appointment (progression is not automatic). Perform all the duties of a Locomotive Driver plus the duties of a Driver Trainer. These may include (but are not limited to):</p> <ul style="list-style-type: none"> • Deliver practical on job training and assessment to all levels of employees in accordance with applicable Training Plans

CLASSIFICATION	INDICATIVE DUTIES / WORK DESCRIPTION LOCOMOTIVE OPERATIONS STREAM
Driver Coordinator	<p>This position will be filled by appointment (progression is not automatic).</p> <p>Perform all the duties of a Driver Trainer plus the duties of a Driver Coordinator. These may include (but are not limited to):</p> <ul style="list-style-type: none"> • Provide leadership to ensure safe and efficient rail operations • Manage and develop employees within the area of control • Coordinate and deliver practical and theoretical training programs and conduct assessments for employees • Promote a work environment which is safe and empowers, motivates and develops the talents of employees • Supervise the work location and perform administrative duties as required • Conduct incident/accident investigations • Coordinate and conduct audits • Operate train services as a Locomotive Driver and maintain competency in operating trains

APPENDIX 2 – ACCOMMODATION MINIMUM STANDARDS

1. PRINCIPLE

Subject to subclause 4 the accommodation standards contained in this document represent the minimum standard of accommodation that will be provided to employees who are required to book off or work away from their home depot that involves a single away from home depot shift and return which may include an overnight stay and to employees on temporary transfer as provided for in clause 13.10.

2. DEFINITIONS

Existing Barracks – Refers to current barracks used by AER.

New Barracks – Refers to any barracks that may be built in the future or any disused barracks that are returned to use by AER. Any proposal to build new barracks will have the full involvement of the parties to this agreement.

Apartment / Hotel / Motel – Refers to privately operated accommodation that is fully self contained with one bedroom and a lounge living area. In relation to Hotel / Motel it refers to any privately operated accommodation which in the case of Hotel / Motel is as the name implies. Apartments / Hotels / Motels must be a minimum 3 ½ star rating, where available.

3. MINIMUM STANDARDS

3.1. Existing Barracks

Application - (Applies to book offs involving a single away from home depot shift and return which may include an overnight stay; and where selected by the employee, will also apply to temporary transfers).

Location and Amenity - Barracks accommodation should be in a quiet location and the rooms in the barracks are to be as acoustically sound as possible to prevent external noise or noise from adjacent rooms.

Barracks requirements - The barracks accommodation must:

- Be within easy walking distance to the sign on point or transport must be provided
- Be regularly cleaned and serviced
- Have reverse cycle air conditioning with, where practical, individual adjustment provided for each room
- Have hot and cold running water available
- Have power points provided, including in the bathroom
- Have a draft excluder fitted to any external doors
- Have window shutters with blinds or drapes, with blinds (black out type) to exclude daylight fitted to all external windows in sleeping area. (Not required if design of building removes the ability of external light to reach sleeping area by other means)
- Have key security for individual rooms
- Have no less than king single size ensemble beds
- Have fitted carpet provided in areas (including internal hallways) except wet areas
- Have a wardrobe for hanging clothes and hangers provided.
- Have a chair provided in the bedroom
- Have tables and chairs provided in dining areas
- Have a lounge and 2 single seaters in the TV/Lounge area
- Have a large refrigerator located in the kitchen area
- Have a TV / DVD (Colour) located in the common TV/Lounge area applicable to room size
- Have a mirror in each individual bedroom and bathroom

- Have communal bathroom/toilet facilities
- Have a sanitary disposal unit in each bathroom.
- Have clean towels (bath, hand and floor mat) and fresh linen supplied for use by each individual employee
- Have a spare pillow & blanket available for each room/occupant
- Have a radio alarm clock provided in individual bedrooms
- Have a direct dial telephone for outgoing calls provided in a central location of the barracks away from quiet areas
- Have clothes dryer as well as an iron & ironing board
- Have a phone for each room or crew for wake up calls.

Kitchen Facilities - The barracks accommodation must have fully equipped cooking/kitchen facilities including:

- a stove/cooker
- griller
- microwave oven
- toaster
- tea/coffee facilities
- kettle
- crockery
- cutlery
- pots, pans and utensils
- full kitchen washing up facilities
- exhaust fans/range hoods over any cooking area.

Compliance - The barracks accommodation must comply with the relevant State Fire Codes for accommodation specific buildings. This includes (but is not limited to) Fire Alarms and Smoke Detectors, Sprinkler Systems (where applicable), Fire Fighting Equipment, Fire Escapes, Emergency Exits and Signage, and Evacuation Procedures.

3.2. New Barracks

Additional Requirements - The same standard as "Existing Barracks" except that these would have a separate bathroom/toilet ensuite for each room and recreational facilities viz: pool table, table tennis table and associated equipment.

3.3. Apartment / Hotel / Motel

Application - (Applies to employees on temporary transfer or will apply to employees on book offs involving a single away from home depot shift and return which may include an overnight stay where barracks accommodation is not available).

Location and Amenity - Apartment / Hotel / Motel accommodation must be in a quiet location and the rooms in these establishments should be as acoustically sound as possible to prevent external noise or noise from adjacent rooms.

Apartment / Hotel / Motel requirements – Apartment / Hotel / Motel type of accommodation must comply with clause 3.1 of this appendix or through consultation with the affected depot concerned.

4. AUDIT AND IMPLEMENTATION OF MINIMUM STANDARDS

It is recognised by the parties that certain locations may not have accommodation that meets the standard outlined in this agreement. Both parties commit to conducting a joint audit in the first three months of the agreement to identify where the minimum standards are not met. After

the audit period of 3 months AER commits within the following 9 months to implement the minimum standards that have been identified through the audit process.

5. INSPECTION

Any accommodation proposed for/in use will be inspected by the nominated workplace representative and AER's representative. The inspection must be conducted based on the requirements of this standard, and the relevant checklist / inspection sheet must be completed and provided to all parties monthly and all issues tabled at the LCC.

APPENDIX 3 –ROSTERING CODE

1. Introduction

- 1.1. These Rostering Principles have been developed to assist in providing a consistent yet flexible approach to the rostering of employees across the business. They shall be read in conjunction with, but shall not conflict with any provisions contained within the Certified Agreement, in particular clause 19 (Rail Operations Working Hours).
- 1.2. They are also to be read in conjunction with the procedure for the management of fatigue. In cases where there is a conflict between satisfying the requirements of either these Rostering Principles or the Fatigue Management Procedure the latter shall prevail in any case where such a conflict is likely to increase the potential for a workplace hazard. Rostering shall also comply with relevant workplace, health and safety legislation.
- 1.3. There are two types of Rostering Systems within AER, Forecast and Blank Line. The current system of rostering at each AER depot shall remain in place with lodgement of this Agreement.

2. General

AER and the employees shall discuss, develop and modify rosters through a consultative process. This shall be achieved by the election of depot based consultative committees at each location as described in clause 51 (Consultation). If, this committee considers that a separate “rostering specific” consultative committee should be established, for either regular or specific purposes, then this may occur and an election will be conducted.

3. **Sign On – Sign Off Time Allowance** (*Train Crew only*)- In developing rosters for train crew recognition will be given to the inclusion of a ten minute time allowance during the sign on and ten minute allowance during the sign off process to enable train crew to read and understand relevant train information safety notices, rosters and any other applicable documentation.

4. Maximum Rostered Additional Hours per fortnight

- 4.1. Employees may be rostered up to a maximum of 8 additional hours per fortnight averaged over the roster cycle, however, employees may work more than the maximum rostered hours if the employee is prepared to do so.
- 4.2. *Call Out during Rest Period* -
 - Employees, may be called out to attend to an emergency without having had the minimum rostered rest periods.
 - Where an employee has attended a callout, without having the minimum rostered rest period, the employee shall be entitled to a minimum rest period of 10 hours before being required to commence their next period of work; and
 - the employee will not lose ordinary pay and will not be required to work additional time as a result of being provided the above rest period, resulting from a call out.
- 4.3. Additional Hours may be refused - Hours in excess of the eight additional hours per fortnight may be refused by an employee in circumstances where the working of those hours would result in the employee working hours that are unreasonable having regard to:
 - 4.3.1. any risk to employee health and safety;
 - 4.3.2. the employee's personal circumstances including any family responsibilities;
 - 4.3.3. the needs of the workplace;
 - 4.3.4. the notice (if any) given by AER of the overtime and by the employee of his or her intention to refuse it; and

4.3.5. any other relevant matter.

5. Rostered Days Off (RDO)

- 5.1. Employees shall be entitled to four RDOs averaged over the fortnightly roster cycle, where possible they are to be grouped together.
- 5.2. Employees are entitled to have an additional RDO to be added to the guide roster over an 8 week period.
- 5.3. Single RDO's shall commence at 0001 hours and be a minimum of 30 hours duration.
- 5.4. Where RDOs are grouped on the roster the first RDO shall be of 30 hours duration commencing at 0001 hours, with following RDO's being 24 hours in duration.
- 5.5. Employees will not be rostered to commence duty after an RDO prior to 0600 hours.
- 5.6. All work on an RDO will be paid in accordance with the Additional Hours (Overtime) Payments provisions at clause 31.

6. Description of Roster Systems at AER

6.1. Master Rosters (for Blank Line Roster Systems)

The master roster shall be permanently exhibited indicating RDOs for the complete roster. In this context, "the complete roster" means all the work/relief lines on the roster.

6.2. Guide Rosters (for Forecast Roster Systems)

The Guide Roster will permanently exhibit all known working, including relief (including sign on and sign off times) and all RDO's in a Depot.

7. Process for Changing Rostering Systems at a Depot

Joint consultation shall take place to determine the suitability, and applicability and implementation of the any proposed new rosters system concept for AER's operations. and the collective preference of the applicable employees shall be required.

8. Making Changes to the Master/Guide Roster

- 8.1. Changes to the master/guide roster shall be arranged through joint consultation as described in clause 51 (Consultation).
- 8.2. Consultative committees shall jointly develop master/guide rosters and review rosters issues, taking particular account of the following:
 - the nature of AER's operations;
 - the provisions of the Agreement,
 - the specific rosters conditions described below ;
 - the family, social and community needs of employees;
 - fatigue, health and safety issues topical to shift workers
 - employees will rotate through all lines in a roster and work shall be distributed fairly throughout the roster with respect to the amount and type of work to be performed
 - time off is maximised by grouping Rostered Days Off (RDO) and weekend RDOs are spread evenly.

8.3. Rosters shall be prepared to ensure that breaks are provided for as follows:

- 8.3.1. a break of at least 36 hours after rostered to work four consecutive shifts of 10 hours or more.
- 8.3.2. a break of at least 36 hours after rostered to work more than 10 consecutive shifts.
- 8.3.3. For the purpose of this provision, "consecutive shifts" are shifts where the break between shifts is less than 30 hours.

8.4. On completion of consultation a minimum of 28 days notice shall be provided to employees before the implementation of changes to the guide/master roster.

8.5. Employees may agree to the shifting of exhibited RDOs with less than the 28 days notice.

9. How shifts are changed

9.1. Blank Line Rosters

Shifts may be advised to employees at the time of posting the roster for the particular roster cycle. If this does not occur, notification shall be in accordance with the following:

- 9.1.1. The commencement time of a shift of ordinary hours and the expected shift length shall be notified to the employee/s prior to, during, or at the end of the last shift worked.
- 9.1.2. In the event that the next shift of ordinary hours is not known by the end of the last shift worked then employee/s will be advised of the next shift, including the expected duration of that shift, during the advice periods specified below:
 - Employees required to sign on after 2400 hours and prior to 0600 hours the following day must be contacted in the "AM" advice period between 0930 hours and 1100 hours.
 - Employees required to sign on after 0600 hours the following day must be contacted in the "PM" advice period between 1600 hours and 1730 hours.
- 9.1.3. Where an employee has not been advised of their shift in accordance with these notification requirements, such day shall then be treated as if it were an additional RDO (inclusive of overtime payments) as provided for in clause 31.
- 9.1.4. Where AER has made every effort to contact the employee within the above-mentioned timeframes and the employee has not made or does not make themselves contactable then the employee will receive no payment for the day. When this occurs a review process will be available on a case by case basis to consider the merits of the situation.

9.2. Forecast rosters

Operational rosters for the roster cycle will be posted by 1200 hours on the Thursday immediately before the Sunday the roster is to commence. Different timeframes may be agreed to at each Depot if it meets the needs of the business and of the employees at the Depot.

10. General Rostering Provisions for Both Forecast and Blank Rosters

10.1. Hours beyond rostered shift length or extension of rostered hours

Employees may be required to work reasonable hours beyond the rostered hours. Notice of the extension may be given to the employee at any time up to the time the shift commences or during the shift.

The working of these hours shall be by mutual agreement and subject to the employee's indication of their fitness to continue and the application of AER's fatigue management guidelines.

10.2. Implementation of shifts beyond 10 hours to 12 hours – Operational Maintainers Only

Employees may work ordinary hours in shifts up to 12 hours. The introduction of shifts beyond 10 hours up to 12 hours for operational maintainers is subject to the agreement of at least 66% of the affected employees.

Care and recognition of safety, fatigue, rostering arrangements and work / life balance shall be considered in making the decision.

10.3. Shift Alterations

- 10.3.1. Train working alterations and employee absences can occur on a regular basis and at short notice. These alterations may result in shift cancellations, additional shifts, shift adjustments (eg. start times, lift up/lay back and train service numbers) or changes to shift lengths.

Where these alterations occur, the affected employee will be advised as soon as possible with consideration being given to:

- The employee's previously worked shift;
- The time of day
- An employee's personal and family circumstances
- Fatigue management principles
- The number and length of shifts an employee has worked
- The breaks an employee has had between shifts worked

Where an employee has a reasonable concern about the alteration, the matter will be referred to the local depot Operations Coordinator or their delegated representative for resolution as soon as practicable.

- 10.3.2. Where it is necessary to alter or cancel a previously rostered shift, a minimum of over 30 hours notice from the rostered sign on time will be given. When this occurs, no penalty payment will be made
- 10.3.3. Where advice of a rostered shift alteration cannot be given within the 30 hours minimum period, alternate work must be provided up to the rostered shift of ordinary hours, within the undermentioned lift up/layback time limits. However, by mutual agreement an employee may elect not to claim alternate work as listed above and may nominate to work another job outside these parameters. This includes nominating to work on a day not previously rostered.
- 10.3.4. *Lay back* -is the process of having employees start their shift later than originally rostered to meet operational requirements. AER may lay back employees to a maximum of 2 hours from their advised sign on time. For each additional hour above the 2 hours that the employee agrees to lay back they will receive a stand alone payment of 1.7 hours for each additional hour.
- 10.3.5. *Lift up* - is the process of having employees start their shift earlier than originally rostered. AER may lift up employees to a maximum of 1 hour upon which time the shift limit will commence. For each additional hour above the 1 hour that the employee agrees to lift up above the 1 hour they will receive a stand alone payment of 1.7 hours for each additional hour.
- 10.3.6. Once an employee has been advised of their next rostered shift, such shift lengths cannot be shortened except by mutual agreement to a minimum of 6 hours for DOO shifts and 8 hours for all other shifts.

10.3.7. There is to be only one change to a shift, unless mutually agreed to by the individual employee affected. All secondary changes to a shift, if agreed to, will be paid as a stand alone payment of 1.7 hours for each additional hour.

10.3.8. Shift **lift up/lay backs** will be advised at a minimum of one hour prior to sign on.

10.4. Mutual Exchange of Shifts

Where agreed to by AER, Mutual exchange of shifts may occur provided they do not breach mandatory working conditions, and are cost neutral, agreed to by AER and comply with Fatigue Guidelines.

10.5. Request Days

- 10.5.1. As a means of addressing an employee's out of the ordinary personal obligations (such as medical appointments, special family commitments, and the like) an employee may make requests not to be rostered on a specific day, or days, during a specific roster cycle.
- 10.5.2. Reasonable endeavors will be made to meet the request having regard for the nature of the request and the disruption to the roster, including the allocation of RDOs and the impact on other employees.
- 10.5.3. Requests, including the reason, must be submitted no later than three days preceding the posting of the roster for the roster cycle in question. A greater period of notice however may facilitate greater opportunity for the request to be granted.
- 10.5.4. It is not the intent for request days to be submitted for regularly occurring events such as sporting or other similar commitments or for extending breaks already provided for during the roster cycle.
- 10.5.5. Usually there will be no more than one request day per employee per roster cycle however additional requests will be considered by an employee's Business Manager or Driver /Operations Coordinator on a case by case basis.
- 10.5.6. Particular attention will be given to regularly occurring requests, which would result in employees not working their share of weekends or other particular shifts.

10.6. Wake up calls (Train Crew Only)

- 10.6.1. *Home Depot* - Employees rostered to commence shifts at their depot location between the hours of 2000hrs and 0700hrs (inclusive of wake up call) will receive a wakeup call of up to one (1) hour prior to the rostered sign on. Where agreed a longer or shorter wake up call time may be used.
- 10.6.2. *Book Off Location* - Employees when signing off at a book off location will nominate their wakeup call duration to the Team Leader. The employee/s will then receive a wakeup call in accordance with this nominated duration, and based on the operational performance of their return service.

10.7. Working shifts as Duties as Directed or Shed –

Where a Duties as Directed (DAD) or Shed shift is to be worked by an employee and it is known prior to sign on that mainline work will be required, the employee will be advised at the wake up call to bring appropriate supplies for such work.

If the employee is already at work, then it is acknowledged no advance notice can be given to such mainline work when it occurs once the employee has commenced the shift.

- 10.8. Shift length breaches review process** - A review committee will be established as part of the local consultative committee, which will introduce a process to monitor and address breaches of shift lengths which may occur.

APPENDIX 4 – DRIVER ONLY OPERATION IMPLEMENTATION PROCESS

1. Introduction

- a. The implementation of Driver Only Operations (DOO) in excess of those already in place are subject to the process outlined in this appendix.
- b. It is not the purpose of this Appendix to deal with the many other regulatory and operational considerations that are relevant to the implementation of DOO. Those issues shall be managed through the various consultative, procedural and regulatory processes.
- c. At the commencement of this agreement AER will operate Driver Only operated trains at all locations where this type of operation is already in place. This means that DOO will be utilised at those locations where it is currently used and at other locations where DOO arrangements have been implemented but are not yet activated.
- d. The implementation of any other DOO, except for those operations outlined in 'c' above, will be subject to the DOO Case by Case process outlined in this appendix.

2. The DOO Case by Case Process

- a. **Stage 1** – At the earliest possible time that AER proposes to implement DOO AER shall advise, in writing, the relevant employees and parties of the proposal.

This advice and the commencement of the consultation process shall commence no later than the time AER seeks regulatory (accreditation variation) approvals.

- b. **Stage 2** – The case by case consultation process shall include AER detailing its proposal to the employees and employee representatives and these parties having adequate opportunity to put forward any considerations / issues it has they have regarding the proposal.
 - i. Considerations / issues that may be canvassed might include (but not be limited to): fatigue management (including the time of day considerations), intervals between shifts, maximum weekly hours, workload, trials and risk assessments.
 - ii. The parties are committed to working on practical solutions to any issues raised and AER shall give reasonable consideration to the issues raised by the employees and/or employee representatives. This may include modification to the proposal or making other changes to accommodate their concerns.
 - iii. Once the consultation process has been exhausted AER shall advise the employees and employee representatives in writing to this effect and detail its intention to commence implementation.
- c. **Stage 3** – Having complied with the processes in the first two stages AER may commence implementation of the proposed DOO shifts unless AER is notified, in writing, by the employees and/or employee representatives that the proposed introduction is not accepted and remains in dispute.

Where there is a notification of a dispute concerning the proposed implementation the parties shall attempt to resolve the matter through the Resolving Differences procedure (Clause 52 of the agreement).
- d. For the purpose of this process the Resolving Differences procedure shall commence at Step 3 (Clause 52).
- e. In accordance with the clause 52 (Resolving Differences) clause while the matter is being progressed through the procedure the status quo shall prevail and the services to customers will be maintained.

APPENDIX 5 – RELAY WORKING

Under this agreement relay working may be undertaken in accordance with the following provisions, which are to be read in conjunction with the Rail Operations Working Hours provisions in clause 19 however, where there is a conflict between the clause 19 provisions and these provisions then these provisions shall prevail.

A5-1. Definition

Relay working is a method of crewing a train to permit continuous operation of the train and requires employees to rotate between work on the locomotive(s) and resting / sleeping in a crew van that is part of the consist of the train.

A5-2. Application & Implementation

- 2.1. The relay work method of crewing will be an option available to AER for new contracted business and will be crewed by AER crews covered under this agreement.;
- 2.2. A train may be crewed in accordance with the available crewing configurations provided for in this agreement for different parts of a train's journey.
- 2.3. Implementation of new relay working will, in addition to satisfying any regulatory requirements, be subject to agreement between AER, employees required to do the work and union representatives; this agreement must include issues such as, but not limited to:
 - Frequency of relay operations;
 - Rostering considerations;
 - Distribution of work through the roster;
 - Fatigue management considerations;
 - Depot staffing levels
 - Relay Operation Working time;
 - Crewing configurations
 - Time spent in crew van; and
 - Standard of Crew amenities.

A5-3. Working arrangements

- 3.1. Relay crews shall comprise of either a three or four person crew (one or two working / two resting) in accordance with the following trip, shift, rest limitations:

Maximum Duration of relay trip*	Maximum work shift per rotation	Minimum Rest break per rotation
54 hours	9 hours	8 hours

* The maximum duration of a relay trip is calculated from sign on at the home location to sign off at the home location. Or, in the case of a relay trip that involves a book off away from the home location then the outward and return trips will be calculated as discrete trips.

- 3.2. Relay working may involve trips where the operation is continuous and the crew cycles through the work / rest rotation for the full duration of the relay job. In other circumstances the relay operation may involve the train terminating and the whole crew going to rest in accommodation away from the crew van.
 There may be some circumstances where the whole crew may be required to rest in the crew van, where no other option is available. Where such circumstances occur AER and the union representatives, must agree.
- 3.3. Relay work / rest rotations will be determined through consultation having regard for the length of the trip, operational requirements, the equal allocation of work / rest and the collective preferences of the employees required to undertake the work.

A5-4. Rostered Rest Prior to Relay Job

- 4.1. An employee is entitled to a minimum rest period of 30 hours prior to the commencement of a relay job.
- 4.2. An employee may request to commence a relay job prior to the minimum rest period however, such requests will be subject to the employee meeting the required fatigue management principles.

A5-5. Rostered Rest at Book Off locations

- 5.1. Subject to clause 5.2, relay trips involving book offs shall have the following minimum rostered rest periods at the book off location:

Following a relay trip:	of up to 32 hours -	10 hours
	over 32 hours -	12 hours

- 5.2. In providing rest periods at book off locations, as provided for at clause 5.1, the provisions of clause 22 shall also apply and the rest periods may be reduced by up to one hour in accordance with clause 22.2 (Return earlier than minimum Rest period at Book Off location).
- 5.3. Where operational / return working requirements are such that the prescribed minimum rest periods may be impacted then the minimum break is to be accommodated by the two crews having staggered sign off / sign on times as follows:

*one crew going to rest immediately on arrival and the other crew completing any terminal operations before going to rest, and / or

*where there is terminal / preparation work to be performed before departure one crew signing on earlier to undertake this work.

A5-6. Break at home after a relay job

- 6.1. On return to the employee's home location following a relay operation the employee shall be entitled to a minimum break as follows:

Type of Relay Trip	Duration of Relay Trip	Minimum Break at Home
Trips not involving a book off and the relay trip is -	48 hours or less	48 hours
	> 48 hours	72 hours
Trips involving a book off and the return relay trip is - NB: These breaks are for crews working relay on both the out and back trips.	48 hours or less	48 hours

- 6.2. For the purpose of covering unplanned matters such as; short notice absences, out of course working and emergencies (as defined), an employee may, at the employee's discretion, resume earlier than the prescribed minimum hours.
- 6.3. An employee may request to resume work prior to the minimum rest period however, such requests will be subject to the employee meeting the required fatigue management principles.

A5-7. Remuneration

- 7.1. During a relay operation time spent working will be paid at the employee's rate for the day inclusive of weekend work payment if applicable.

- 7.2. During the relay operation , time spent resting / sleeping in the crew van will be paid 100% payment whilst resting and for that time to count as working time.

A5-8. Expenses

When performing relay working the employee will be paid away from home allowance in accordance with clause 36.3.3 (Rostered Rest Away from Home Allowance) of the agreement. That is, the allowance will be paid for each 8 hours, or part of 8 hours, calculated from the time of signing on at the home location to the time of signing off at the home location.