

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - s. 698 - reprint of award

QUEENSLAND RAIL AWARD - STATE 2003

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Queensland Rail Award - State 2003 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Queensland Rail Award - State 2003 as at 1 September 2010.

Dated 1 November 2010.

[L.S.] G.D. Savill
Industrial Registrar

QUEENSLAND RAIL AWARD - STATE 2003

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Queensland Rail Award - State 2003.

1.2 Arrangement of Award

Subject Matter	Clause No.
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PART 1 - APPLICATION AND OPERATION

Title	1.1
Arrangement of Award	1.2
Area of operation	1.3
Area of coverage	1.4
Date of operation	1.5
Definitions	1.6
Parties bound	1.7

PART 2 - FLEXIBILITY

Enterprise flexibility	2.1
------------------------	-----

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

Consultation	3.1
Grievance and dispute settlement procedure	3.2

PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

Contract of employment	4.1
Probation	4.2
Work flexibility	4.3
Part-time employees	4.4
Job sharing	4.5
Fixed-term employees	4.6
Casual Employees	4.7
Apprentices and trainees	4.8
Termination of employment	4.9

Subject Matter	Clause No.
Introduction of changes	4.10
Continuity of service - transfer of calling	4.11
Higher level payment	4.12
Selection of relief employees	4.13
Classification of stations, gates, etc.	4.14
Relocation of incapacitated employee	4.15
Vacancies	4.16
Anti-discrimination	4.17

PART 5 - WAGES AND WAGE RELATED MATTERS

Salaries and remuneration structure	5.1
Admin/management stream	5.2
Professional stream	5.3
Technical stream	5.4
Engineering trades civil infrastructure and operations streams	5.5
Appointment payrate	5.6
Competency acquisition	5.7
Work group based competency system	5.8
Classification request and review	5.9
Relieving long term	5.10
Junior rates	5.11
Absorption clause	5.12
Allowances	5.13
Locality allowance	5.14
Superannuation	5.15

PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK

Hours of work	6.1
Overtime	6.2
Meal breaks	6.3
Rest pauses	6.4
Interval between shifts	6.5
Shift allowance and shift loading	6.6
Saturday time	6.7
Sunday time	6.8
Other conditions	6.9

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

Annual leave	7.1
Calculation of Annual Leave Pay	7.2
Sick leave	7.3
Bereavement leave	7.4
Family leave	7.5
Public holidays	7.6
Accrual of leave during approved leave without pay	7.7
Jury service	7.8

PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

Transfer conditions	8.1
Preference after service in remote location	8.2
Travelling and Meal allowances	8.3
Travelling arrangements where camp provided	8.4
Accommodation - migratory gangs	8.5

PART 9 - TRAINING AND RELATED MATTERS

Commitment to training	9.1
------------------------	-----

PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

Asbestos eradication	10.1
----------------------	------

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Right of entry	11.1
Time and wages record	11.2
Union encouragement	11.3
Award posting	11.4

SCHEDULES TO THE AWARD

Traincrew employees other than operations assistants	S1
Catering and on board services staff	S2
Workshops, rollingstock maintenance, signals and telecommunications and infrastructure employees	S3
Employees engaged in the breakdown work	S4
Running shed, dirt and acid money and station supervisor in charge of clerical officer allowances	S5
Miscellaneous time provisions	S6
Free housing for station supervisors and other traffic employees	S7
Local agreements which have been identified to be phased out through the implementation of job redesign, roster code of practice, 2 driver operations or through the consultative process	S8
Standards for the accommodation of employees in camps	S9
Employees engaged as operations assistants	S10
Stuart locomotive agreement	S11

1.3 Area of operation

This Award applies throughout the State of Queensland.

1.4 Area of coverage

- 1.4.1 This Award applies to employees of Queensland Rail and to Queensland Rail as the employer in relation to such employees.
- 1.4.2 Notwithstanding clause 1.4.1, an employee defined herein who is remunerated at a level in excess of AO5(4) shall be exempt from the overtime provisions of this Award, except where otherwise expressly authorised by the employer.

1.5 Date of operation

- 1.5.1 This Award takes effect and has the force of law throughout the State of Queensland as from 1 April 2003.
- 1.5.2 Nothing contained in this Award will in any way reduce the classification or rates of pay, conditions and requirements applying to employees of the Chief Executive, Queensland Rail covered by Queensland Rail Award - State and amendments thereto effective immediately prior to making this Award.

1.6 Definitions

- 1.6.1 "The Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.6.2 "Brisbane Suburban Area" includes the rail lines bounded by Shorncliffe, Rosewood, Robina, Cleveland, Pinkenba, Ferny Grove and Nambour.
- 1.6.3 "Broken Shift" means a shift of work performed by employees which is broken into not more than 2 periods excluding rest pauses and Meal breaks.
- 1.6.4 "Call Out" means a period of work which commences and ends between ordinary rostered working shifts. Where a period of work does not cease prior to the commencement of an employee's next normal rostered shift, the call-out duty ceases at the commencing time of such rostered shift.
- 1.6.5 "Casual Employee" means an employee engaged on an hourly basis.
- 1.6.6 "Commission" means the Queensland Industrial Relations Commission.
- 1.6.7 "Consultation" means a procedure instituted to provide greater participation by employees and employee organisations in the formulation and implementation of policies, plans and strategies which are likely to affect their working conditions.

Consultation is aimed at getting individuals or groups to suggest or respond to proposals for policy formulation

or implementation without at the same time giving up "managements rights" to make the final decision in these matters. It provides an opportunity to present a point of view or state an objection.

- 1.6.8 "Driver Only Operation (D.O.O.)" is the operation of a train when the driver is the sole, responsible operating person on the locomotive. This does not include trains rostered with a driver's assistant. "Driver Only Operation" includes the operation of one engine driver person locomotives hauling long distance air conditioned passenger trains.
- 1.6.9 "Fixed Term Employment" means where an employee is notified in writing prior to the commencement of employment of the starting and finishing dates of the employment period, or in lieu of a finishing date is notified of the specific circumstance/s or contingency relating to a specific task or project which will determine the end date of the employment period.
- 1.6.10 "Meal" means food that is wholesome, good and appropriately prepared.
- 1.6.11 "Number of days notice" means calendar days, and not working days.
- 1.6.12 "On Call/Standby" means an employee who has been directed by the relevant manager to be contactable and available outside the normal working hours for recall to duty.
- 1.6.13 "Passive Time" is non-working time for overtime purposes.
- 1.6.14 "Rostered Day Off" means that period between midnight on one day and midnight of the following day. For employees other than train crew employees where shifts are worked on either side of midnight a "Rostered Day Off" shall be recognised as being the 24 hour period immediately following the shift.
- 1.6.15 "Single Driving" is the operation of a train by the driver as the sole person in the cab of the locomotive but with the assistance of other classifications on the train. Single Driving applies to the drivers of electric multiple units, inter city express trains, locomotive hauled suburban passenger trains and rail cars but excluding the Kuranda tourist trains. This does not include trains rostered with a driver's assistant.
- 1.6.16 "Union" means those Unions mentioned in clause 1.7.

1.7 Parties bound

This Award is legally binding upon Queensland Rail, the employees as prescribed by clause 1.4, and the following Unions:

Australian Rail, Tram and Bus Industry Union of Employees, Queensland Branch; Australian Federated Union of Locomotive Employees, Queensland, Union of Employees; Queensland Services, Industrial Union of Employees; Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland; The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland; Australian Municipal, Administrative, Clerical and Services Union, Central and Southern Queensland Clerical and Administrative Branch, Union of Employees; Federated Clerks' Union of Australia, North Queensland Branch, Union of Employees; The Queensland Public Sector Union of Employees; The Plumbers and Gasfitters Employees Union of Australia, Queensland Branch, Union of Employees; The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees; Federated Ironworkers Association of Australia (Queensland Branch) Union of Employees; Queensland Nurses' Union of Employees; and The Electrical Trades Union of Employees of Australia, Queensland Branch.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

- 2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.
- 2.1.2 The consultative processes established in an enterprise in accordance with clauses 1.6.7, 2.1 and 3.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.
- 2.1.3 Any proposed genuine agreement reached between an employer and employees in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Consultation

- 3.1.1 The parties to this Award are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the industries covered by this Award and to enhance the career opportunities and job security of employees in such industries.
- 3.1.2 At each station, depot, workshop, yard, etc., the employees and their Union commit themselves to establishing a consultative mechanism and procedures appropriate to the size, structure and needs at that location. Measures raised by Queensland Rail, employees or Union for consideration consistent with the objectives of clause 3.1.1 will be processed through that consultative mechanism and procedures.

3.2 Grievance and dispute settlement procedure

- 3.2.1 *Dispute Settlement Procedure* - The objective of this procedure is to ensure that as far as practicable, grievances and disputes are resolved by communication and discussion between the parties.
- 3.2.2 The matters to be dealt with in this procedure shall include grievances or disputes in respect to industrial matters between an employee/s and management:
- 3.2.3 The Steps involved in this procedure are as follows:

STEP 1:

In the event of an employee/s having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor . If no satisfactory solution is found, the employee and/or their nominated representative is then to approach the next level of management for a resolution of the matter.

If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at STEP 4.

STEP 2:

If the grievance or dispute remains unresolved, the employee's representative and the relevant divisional manager or the employee's nominated representative shall discuss the matter with a view to resolution. Such discussion should, if possible, take place within 24 hours after the request by the employees' representative.

STEP 3:

If the grievance or dispute remains unresolved after discussions listed in STEP 2 above, the matter shall be reported to the Secretary/s of the relevant Union/s and the General Manager Human Resources who should confer and take appropriate action to arrive at an agreement on the matter in dispute. This should occur as soon as it is evident that discussions under STEP 2 above will not result in resolution of the dispute.

STEP 4:

If the matter in dispute remains unresolved, either party may seek the assistance of the Industrial Relations Commission for the purpose of endeavouring to resolve the matter.

- 3.2.4 Whilst the above procedure is being followed, except where there is an issue where peoples' physical health and/or safety would be threatened if they were to continue to work, work shall continue as normal.
- 3.2.5 The *status quo* before the emergence of the grievance or dispute should continue whilst the above procedure is being followed. For this purpose *status quo* means the work procedures and practices in place immediately prior to the change that caused the dispute.
- 3.2.6 Stoppages organised by the Australian Council of Trade Unions and generally applying in industry are exempted from this clause.

PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

4.1 Contract of employment

- 4.1.1 Employees of Queensland Rail are employed under the provisions of the *Government Owned Corporations Act 1993* and procedures and policy statements as approved by the Chief Executive as may be in force from time to time.
- 4.1.2 Any changes to policies referred to in this Award will be the subject of Consultation with Unions.

4.1.3 Employees will be engaged on a full-time, part-time, fixed-term or a casual basis.

4.1.4 Every employee will be advised in writing at the time of engagement whether employment is to be on a full-time, part-time, fixed-term or casual basis.

4.2 Probation

4.2.1 The appointment of a permanent full-time or part-time employee will be subject to the completion of up to a 6 months' probationary period with an initial review after the completion of 3 months' employment or a shorter period where agreed.

4.2.2 On completion of the review the employee will be given the appropriate written and verbal feedback on their performance. If problems are identified, the employee will be provided with:

(a) the appropriate support and a reasonable time to permit remedial action to address identified problems.

(b) regular feedback.

(c) the relevant Union will be advised of any remedial action that is contemplated.

4.2.3 On completion of the probationary period, the employer will:

(a) confirm the appointment; or

(b) extend the probation for a further period of not more than 6 months with the maximum probationary period being not more than 12 months; or

(c) terminate the employment.

4.2.4 The appropriate notice of employment, and termination will be in accordance with clause 4.9.

4.3 Work flexibility

4.3.1 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.

4.3.2 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).

4.3.3 Any direction issued by an employer pursuant to provisions 4.3.1 and 4.3.2 will be consistent with the employer's responsibilities to provide a safe and healthy working environment.

4.4 Part-time employees

Part-time employees will be engaged on the following terms:

4.4.1 *Spread of hours* - The spread of ordinary working hours will be the same as those prescribed for a full-time employee under this Award.

4.4.2 *Minimum-maximum hours* - Part-time employees will be employed for more than 10 hours per week and less than 65 hours per fortnight. A commencement on any day will not be less than 2 hours.

(a) At the time of engagement, the employer and the employee will agree in writing on the spread of the number of ordinary hours worked per week.

(b) The agreed number of ordinary hours per week may only be amended by mutual agreement. Any such agreed amendment to the number of weekly hours of work will be recorded in writing.

(c) Any amendment to the normal weekly pattern of work will be by agreement with the employee/s directly affected. Any changes will be in accordance with clause 6.1 or such lesser time as agreed.

4.4.3 *Rate of pay* - A part-time employee must be paid at the same hourly rate as a full-time employee would be paid for performing duty in the same Award classification. A part-time employee is also entitled to any allowances applicable based *pro rata* on the number of hours worked in relation to the ordinary full-time hours applicable to the Award classification.

4.4.4 *Public holidays* - Where the rostered paid hours fall on a public holiday and work is not performed by the

employee, such employee will receive payment for the number of hours normally rostered for the employee on that day.

Where the employee works on the public holiday, such employee shall be paid in accordance with clause 7.7 of this Award.

4.4.5 *Pro rata conditions* - Subject to the provisions contained herein, all other provisions of the Award applicable to a full-time employee will apply *pro rata* to a part-time employee.

4.4.6 *Overtime/Penalty Rates* - A part-time employee who works in excess of their rostered ordinary hours will be paid overtime for all such excess hours worked. Payment will be in accordance with the relevant clause of the Award.

4.4.7 Where an employee and their employer agree in writing, part-time employment may be converted to full-time, and vice-versa, on a permanent basis or for a specified period of time. If such an employee transfers from full-time to part-time (or vice-versa), all accrued award and legislative entitlements will be maintained. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment.

4.4.8 An employee who does not meet the criteria as outlined above of a regular part-time employee and who is not a full-time employee will be paid as a Casual Employee in accordance with clause 4.7 of this Award.

4.5 Job sharing

Job sharing should be on the basis of one full-time job being divided into 2 separate and distinct part-time jobs.

4.5.1 *Agreement* - Job sharing must be with the agreement of the employees concerned. There must be no compulsory job sharing.

4.5.2 *Part-time conditions* - Conditions for each part-time job will be in accordance with clause 4.4 in this Award, with full *pro rata* benefits, and not as casual employment.

4.5.3 *Separate contract of employment* - Each worker must have a separate contract of employment, which must provide for each person to break from the job sharing arrangement if they so desire.

4.5.4 *Job share co-ordinator* - Queensland Rail will provide a co-ordinator to implement and supervise the job share program.

4.5.5 *Consultation* - In all cases job-sharing arrangements will be made on a consultative basis in accordance with any relevant HR policy, which may be in force from time to time.

4.6 Fixed-term employees

Fixed term employees engaged under the terms of this Award will be entitled to such conditions as outlined for permanent employees covered by the Queensland Rail Award - State, with the exception of clause 4.9

Provided that such employees will be employed 20 hours or more per fortnight and not more than 76 hours per fortnight in their normal hours of duty.

4.7 Casual Employees

4.7.1 *Minimum/maximum hours* - Casual Employees will be employed for a minimum of 4 hours and a maximum of 38 hours per week. A commencement on any day will not be less than 4 hours, except where the engagement is to replace a part-time employee whose rostered hours of duty is less than 4 hours in which case the latter minimum will apply.

4.7.2 *Rate of pay* - A Casual Employee will be paid 23% in addition to the ordinary Award rate of pay for the class of work upon which such employee is engaged.

4.7.3 A Casual Employee will also be entitled to payment of any applicable Award allowances based *pro rata* on the number of hours worked in relation to the ordinary hours of the Award classification.

4.7.4 *Pro rata conditions and benefits* - Unless otherwise provided in the Award, and with the exception of clause 4.7.3 above, an employee engaged on a casual basis will not be entitled to any other Award provision.

4.7.5 *Duration of engagement* - Casual Employees will be engaged on an hourly basis terminable by an hour's notice by either side. The maximum period which a casual may work continuously will be 4 weeks.

4.7.6 Casual engagement may be undertaken in the following circumstances:

- (a) Emergency situations; or
- (b) Sudden illness or absence of full/part-time employee; or
- (c) Accommodation of unexpected and irregular peaks in workload; or
- (d) Where the particular nature of the work to be performed cannot satisfactorily be carried out by other classes of employee.

4.8 Apprentices and trainees

Trainees are engaged under this Award, except as amended from time to time by the Order for Apprentices' and Trainees' Wages and Conditions (Queensland Government Departments and Certain Government Entities B1893 of 2000).

4.9 Termination of employment

4.9.1 Statement of employment

The employer shall, in the event of termination of employment, provide upon request to an employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

4.9.2 Termination by employer

(a) In order to terminate the employment of an employee the employer shall give the following notice:

Period of Continuous Service	Period of Notice
not more than 1 year	1 week
more than 1 year, but not more than 3 years	2 weeks
more than 3 years, but not more than 5 years	3 weeks
more than 5 years	4 weeks

(b) In addition to the notice in clause 4.9.2(a), employees over 45 years of age at the time of giving of notice and with not less than 2 years' continuous service, shall be entitled to an additional week's notice.

(c) Payment in lieu of notice shall be made if the appropriate notice is not given:

Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(d) In calculating any payment in lieu of notice the ordinary time rate of pay for the employee concerned shall be used.

(e) The period of notice in clause 4.9.2 shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of Casual Employees, or employees engaged for a specific period of time or for a specific task or tasks.

4.9.3 Notice of termination by employee

To terminate the contract of employment a full-time or part-time employee must give at least one week's notice or forfeit a maximum of one week's pay in lieu thereof.

4.10 Introduction of changes

4.10.1 Employer's duty to notify

- (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and their Union.
- (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

Provided that where this Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

4.10.2 Employer's duty to discuss change

- (a) The employer shall discuss with the employees affected and their Union, *inter alia*, the introduction of the changes referred to, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees.
- (b) The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 4.10.1.
- (c) For the purpose of such discussion, the employer shall provide in writing to the employees concerned and their Union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees:

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

4.11 Continuity of service - transfer of calling

In cases where a transfer of calling occurs, continuity of service should be determined in accordance with sections 67-71 of the Act, as amended from time to time.

4.12 Higher level payment

4.12.1 *Higher level payment* - Contingent upon principles underpinning the classification structure, any employee who is working temporarily in a class higher than that in which such employee is classified, if employed for more than 4 hours on any day in such higher class, must be paid the rate for that class for the whole time during which such employee works on that day; if employed for 4 hours or less in a higher class, such employee must be paid the rate for the higher class for 4 hours. In any case, the employee will work under the conditions of the higher class whilst so employed:

Provided that clause 4.12.1 will not apply to relieving station supervisors.

4.12.2 *Payment at entry level Paypoint* - The general principle for the Administrative/Management, Professional and Technical Streams and for Levels 4 and above of the Engineering Trades, Civil Infrastructure and Operations Streams is that employees relieving in a position which is of a higher level, will be paid at the entry level Paypoint of the higher level and not at the Paypoint of the incumbent of the position.

4.13 Selection of relief employees

Where relief is required, the employee will be selected in accordance with the Queensland Rail Policy.

4.14 Classification of stations, gates, etc.

The classification of stations, gates, station platforms, signal cabins, and shunting yards may, if necessary, be amended during the currency of this Award owing to the fluctuations in business, by mutual agreement between the Chief Executive and the Union/s concerned, or if they cannot agree, by the classification board:

Provided that if the Chief Executive considers it necessary, the Chief Executive may close any station or gate or reduce a station to a gate.

4.15 Relocation of incapacitated employee

Any employee who is deemed no longer able to perform the duties of their position, arising from any cause not due to such employee's misconduct will, wherever practicable, be given work in some other position:

Provided that where the employee is no longer able to perform the duties of their position or in the duties of the newly nominated position because of a deterioration of such employee's health, such employee's incapacity will be determined by a nominated medical practitioner/s and if necessary supported by advice from other suitable health professionals.

4.16 Vacancies

4.16.1 Subject to clause 4.16.2, where vacancies are identified they will be, as far as practicable, advertised in the weekly notice.

4.16.2 QR is not required to advertise vacancies in the following circumstances:

(a) Identical or recurring vacancies

Where a vacancy is filled on an "order of merit" basis and:

- (i) identical or recurring vacancy becomes available within a 6 month period from when the original vacancy was filled, and
- (ii) QR considers that readvertising is unlikely to vary the quality of the existing applicant pool,

QR may appoint an employee to the identical or recurring vacancy based on the outcome of the previous order of merit process.

For the purposes of clause 4.16, vacancies shall be considered "identical or recurring" where they either share the same job description or have such a close similarity or resemblance as to be essentially the same, including with respect to the classification level and geographic region of the vacancy.

(b) Registered employee in transition

Where the employee is a registered Employee in Transition and the employee:

- (i) demonstrates an ability to meet the minimum requirements of the vacant position, or an ability to make a rapid transition to the vacant position; and
- (ii) is substantively at the same or a comparable classification level in accordance with QR's Redundancy and Redeployment Policy.

In clause 4.16 "Employee in Transition" means an employee whose position has been designated surplus to requirements in accordance with QR's Redundancy and Redeployment Policy.

(c) Promotion without advertisement

Where a position is modified and is subsequently re-evaluated one classification level higher and the incumbent in that position:

- (i) has been appointed to that position through a merit process (in accordance with QR's recruitment and selection policies);
- (ii) has been undertaking the position for greater than 24 months;
- (iii) is satisfactorily meeting all of the performance objectives of the position; and
- (iv) the new appointment is approved by the Employment Centre Manager and Divisional Manager.

In the event that an employee is appointed to a higher classification level in accordance with clause 4.16.2, and the employee's position is again modified and subsequently re-evaluated another classification level higher, then this exemption will cease to apply and the relevant vacancy must be advertised.

(d) Progression based on competency

Where an employee is in a classification stream that provides an entitlement to progression based on successful completion of training and work experience and the employee's hiring manager has recommended that the employee be appointed to the next pay point.

4.17 Anti-discrimination

4.17.1 It is the intention of the parties to this Award to prevent and eliminate discrimination as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as amended from time to time, which includes:

- (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of the above attributes;
- (b) sexual harassment; and,
- (c) racial and religious vilification.

4.17.2 Accordingly, in fulfilling their obligations under the grievance and dispute settlement procedure in clause 3.2, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.17.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

4.17.4 Nothing in clause 4.17 is to be taken to affect:

- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
- (b) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Salaries and remuneration structure

5.1.1 Payment of salaries

- (a) Remuneration will be paid fortnightly with payment for actual time worked to the nearest minute.
- (b) All employees, excluding those working in remote areas, will have their remuneration paid into a nominated financial institution.

5.2 Admin and Management Stream

5.2.1 Definition:

- (a) The Administrative/Management Stream includes those offices, the duties of which apply to the functional areas identified herein, the incumbents of which are required to possess a range of skills appropriate to the stream.
- (b) Such functional areas include administration, customer service, human resource management, operational support, development and implementation of policy, information and advisory services.

5.2.2 Movement between Classification Levels -

- (a) between Levels 1 to 2 will be subject to the employee meeting required qualifications and/or competencies as developed by the stream committee and to employees meeting agreed personal development objectives and where appropriate performance objectives as set and agreed in Consultation between the manager and employee and reviewed annually:

Provided that an increase will not be made to the salary of any employee until:

- (i) In the case of a full-time employee, such employee has received such salary for a period of 12 months;
- (ii) In the case of a part-time employee, such employee has received such salary for the equivalent of 12 months' full-time service:

Provided further that an employee upon reaching the age of 21 years will be paid a salary not less than the specific age 21 salary as defined in the classification structure.

- (b) From Level 2 to higher levels will be by appointment, to advertised vacancies subject to clause 4.16.2 and using Queensland Rail recruitment and selection policies.

5.2.3 Movement within Classification Levels:

- (a) Within Levels 1, 2 and 3 will be subject to the employee meeting required qualifications and/or competencies as developed by the stream committee and to employees meeting agreed personal development objectives and where appropriate performance objectives as set and agreed in Consultation between the manager and employee and reviewed annually:

Provided that an increase will not be made to the salary of any employee until:

- (i) In the case of a full-time employee, such employee has received such salary for a period of 12 months;

(ii) In the case of a part-time employee, such employee has received such salary for the equivalent of 12 months' full-time service.

(b) Within Level 4 and above will be subject to the employee achieving the agreed performance objectives which are to be reviewed annually:

Provided that an increase will not be made to the salary of any employee until:

(i) In the case of a full-time employee, such employee has received such salary for a period of 12 months;

(ii) In the case of a part-time employee, such employee has received such salary for the equivalent of 12 months' full-time service.

5.2.4 *Qualifications* - At the discretion of the employer, an employee appointed to the Administrative/Management Stream who has satisfied examination requirements for a degree or other post-secondary qualification acceptable to the employer can be appointed to a higher pay rate in the AO2 level than the general principle allows.

5.2.5 *Pay rates* - Subject to clauses 5.1 and 5.12, the salary rates to be paid to Administrative/Management Stream employees will be as follows:

<i>Admin/Management Stream</i>		Per fortnight
		\$
AO8	(4)	3,326.00
	(3)	3,265.90
	(2)	3,205.00
	(1)	3,144.30
AO7	(4)	3,043.10
	(3)	2,974.40
	(2)	2,905.70
	(1)	2,837.30
AO6	(4)	2,712.00
	(3)	2,652.70
	(2)	2,594.00
	(1)	2,534.30
AO5	(4)	2,400.10
	(3)	2,335.40
	(2)	2,271.50
	(1)	2,207.30
AO4	(4)	2,093.80
	(3)	2,030.10
	(2)	1,966.10
	(1)	1,902.60
AO3	(4)	1,794.40
	(3)	1,732.10
	(2)	1,669.90
	(1)	1,607.60
AO2	(8)	1,543.30
	(7)	1,492.70
	(6)	1,441.90
	(5)	1,391.20
	(4)	1,340.20

<i>Admin/Management Stream</i>		
		Per fortnight
		\$
	(3)	1,289.40
	(2)	1,239.50
Age 21	(1)	1,187.80
AO1	(3)	992.90
	(2)	907.10
	(1)	821.00

AO Classification Level.

5.3 Professional Stream

5.3.1 The Professional Stream comprises a number of offices to which are attached a mandatory degree qualification or agreed equivalent; and the duties of which reflect:

- (a) a combination of practitioner and/or specialist responsibilities; or
- (b) an identifiable specialisation/management in a profession.

5.3.2 *Movement between Classification Levels:*

- (a) Between Levels one and 2 will be subject to the employee meeting required qualifications and/or competencies as developed by the stream committee and to employees meeting agreed personal development objectives and where appropriate performance objectives as set and agreed in Consultation between the manager and employee and reviewed annually.

Provided further, that an employee upon reaching the age of 21 years will be paid a salary not less than the specific age 21 salary as defined in the classification structure.

- (b) From Level 2 to 3 will be either by appointment, to advertised vacancies subject to clause 4.16.2 and using Queensland Rail recruitment and selection policies or by the employee satisfying the criteria set by the stream committee:

Provided that, in cases where movement is based upon the satisfaction of the criteria set by the stream committee, an increase will not be made to the salary of any employee until:

- (i) in the case of a full-time employee, such employee has received payment at the top Paypoint of Level 2 for a period of 12 months;
- (ii) in the case of a part-time employee, such employee has received payment at the top Paypoint of Level 2 for a period of 12 months' full-time service.

5.3.3 From Level 3 to higher levels will be by appointment to advertised vacancies subject to clause 4.16.2 and using Queensland Rail recruitment and selection policies.

5.3.4 *Movement within Classification Levels:*

- (a) Within Levels one and 2 will be subject to the employee meeting required qualifications and/or competencies as developed by the stream committee and to employees meeting agreed personal development objectives and where appropriate performance objectives as set and agreed in Consultation between the manager and employee and reviewed annually.

Provided that an increase will not be made to the salary of any employee until:

- (i) In the case of a full-time employee, such employee has received such salary for a period of 12 months;
- (ii) In the case of a part-time employee, such employee has received such salary for the equivalent of 12 months' full-time service.

- (b) Within Levels 3 and above will be subject to the employee achieving the agreed performance objectives which are to be reviewed annually:

Provided that an increase will not be made to the salary of any employee until:

- (i) In the case of a full-time employee, such employee has received such salary for a period of 12 months;
- (ii) In the case of a part-time employee, such employee has received such salary for the equivalent of 12 months' full-time service.

5.3.5 *Pay rates* - Subject to clauses 5.1 and 5.12, the salary rates to be paid to Professional Stream employees will be as follows:

<i>Professional Stream</i>		
		Per fortnight
		\$
PO6	(4)	3,326.00
	(3)	3,265.90
	(2)	3,205.00
	(1)	3,144.30
PO5	(4)	3,043.10
	(3)	2,974.40
	(2)	2,905.70
	(1)	2,837.30
PO4	(4)	2,712.00
	(3)	2,652.70
	(2)	2,594.00
	(1)	2,534.30
PO3	(3)	2,357.20
	(2)	2,292.50
	(1)	2,228.40
PO2	(6)	2,098.80
	(5)	1,995.80
	(4)	1,879.50
	(3)	1,776.30
	(2)	1,711.50
	(1)	1,647.20
Q -		
PO1	(9)	1,518.40
	(8)	1,453.60
	(7)	1,389.30
	(6)	1,324.60
	(5)	1,260.00
Age 21	(4)	1,195.00
	(3)	1,130.80
	(2)	1,066.30
	(1)	872.50

PO - Classification Level.

Q - Qualification Level.

5.4 Technical Stream

The Technical Stream comprises a number of offices to which are attached a mandatory diploma, associate diploma or agreed equivalent, and the duties of which reflect a combination of practitioner and/or specialist responsibilities providing direct assistance to, but on occasion acting in isolation from, other offices; and/or supervision of other offices in other streams.

5.4.1 Movement between Classification Levels:

- (a) between Levels one and 2 will be subject to the employee meeting required qualifications and/or competencies as developed by the stream committee and to employees meeting agreed personal development objectives and where appropriate performance objectives as set and agreed in Consultation between the manager and employee and reviewed annually:

Provided that an employee upon reaching the age of 21 years will be paid a salary not less than the specific age 21 salary as defined in the classification structure.

- (b) From Level 2 to higher levels will be by appointment to advertised vacancies subject to clause 4.16.2 and using Queensland Rail recruitment and selection policies.

5.4.2 Movement within Classification Levels:

- (a) Within Levels one and 2 will be subject to the employee meeting required qualifications and/or competencies as developed by the stream committee and to employees meeting agreed personal development objectives and where appropriate performance objectives as set and agreed in Consultation between the manager and employee and reviewed annually:

Provided that an increase will not be made to the salary of any employee until:

- (i) In the case of a full-time employee, such employee has received such salary for a period of 12 months;
- (ii) In the case of a part-time employee, such employee has received such salary for the equivalent of 12 months' full-time service.
- (b) Within Levels 3 and above will be subject to the employee achieving the agreed performance objectives which are to be reviewed annually:

Provided that an increase will not be made to the salary of any employee until:

- (i) In the case of a full-time employee, such employee has received such salary for a period of 12 months;
- (ii) In the case of a part-time employee, such employee has received such salary for the equivalent of 12 months' full-time service.

5.4.3 Pay rates - Subject to clauses 5.1 and 5.12, the salary rates to be paid to Technical Stream employees will be as follows:

<i>Technical Stream</i>		
		Per fortnight
		\$
TO6	(4)	3,326.00
	(3)	3,265.90
	(2)	3,205.00
	(1)	3,144.30
TO5	(4)	3,043.10
	(3)	2,974.40
	(2)	2,905.70
	(1)	2,837.30
TO4	(4)	2,712.00
	(3)	2,652.70
	(2)	2,594.00
	(1)	2,534.30
TO3	(3)	2,357.20
	(2)	2,292.50
	(1)	2,228.40

<i>Technical Stream</i>		
		Per fortnight
		\$
TO2	(7)	2,098.80
	(6)	1,995.80
	(5)	1,879.50
	(4)	1,776.30
	(3)	1,711.50
	(2)	1,647.20
	(1)	1,518.40
Q -		
TO1	(8)	1,453.60
	(7)	1,389.30
	(6)	1,324.60
	(5)	1,260.00
Age 21	(4)	1,195.00
	(3)	1,130.80
	(2)	1,066.30
	(1)	872.50

TO - Classification Level.

Q - Qualification Level.

5.5 Engineering Trades Civil Infrastructure and Operations Streams

- 5.5.1 (a) The Engineering Trades Stream comprises those offices, the duties of which apply to various trade and directly associated trade functions, the incumbents of which are required to possess a range of skills appropriate to this stream.
- (b) The Civil Infrastructure Stream comprises those offices, the duties of which apply to maintaining the permanent way and ancillary structures, the incumbents of which are required to possess a range of skills appropriate to this stream.
- (c) The Operations Stream comprises those offices, the duties of which apply to various operational areas, the incumbents of which are required to possess a range of skills appropriate to this stream. Such operational areas include freight and passenger transport and handling, train services, operational support and station services.

5.5.2 Movement between Classification Levels:

- (a) Between Levels 1 and 2, 2 and 3 for non-supervisory staff either by appointment to advertised vacancies or in areas where a work group based competency system operates by competency acquisition as defined elsewhere.
- (b) From Level 3 to higher levels and supervisory positions in all levels by appointment to advertised vacancies subject to clause 4.16.2 and using Queensland Rail recruitment and selection policies.

5.5.3 Movement within Classification Levels:

- (a) Within Levels one, 2 and 3 will be by appointment to advertised vacancies or in areas where a work group based competency system operates by competency acquisition as defined elsewhere.
- (b) Within Levels 4 and above will be subject to the employee achieving the agreed performance objectives which are to be reviewed annually:

Provided that an increase will not be made to the salary of any employee until:

- (i) In the case of a full-time employee, such employee has received such salary for a period of 12 months;
- (ii) In the case of a part-time employee, such employee has received such salary for the equivalent of 12 months' full-time service.

5.5.4 *Pay rates* - Subject to clauses 5.1 and 5.12, the salary rates to be paid to Engineering Trade Stream employees will be as follows:

<i>Engineering Trade Stream</i>		
		Per Fortnight
		\$
ET7	(4)	3,043.10
	(3)	2,974.40
	(2)	2,905.70
	(1)	2,837.30
ET6	(4)	2,712.00
	(3)	2,652.70
	(2)	2,594.00
	(1)	2,534.30
ET5	(3)	2,356.20
	(2)	2,288.30
	(1)	2,219.50
ET4	(3)	2,084.70
	(2)	1,973.50
	(1)	1,877.90
ET3	(3)	1,809.80
	(2)	1,741.70
	(1)	1,673.00
ET2	(4)	1,604.70
	(3)	1,536.60
	(2)	1,468.20
	(1)	1,400.00
ET1	(5)	1,372.40
	(4)	1,317.90
	(3)	1,252.30
	(2)	1,209.10
Age 21	(1)	1,177.30

ET - Classification Level.

5.5.5 *Pay rates* - Subject to clause 5.1 and 5.12, the salary rates to be paid to Civil Infrastructure Stream employees will be as follows:

<i>Civil Infrastructure Stream</i>		
		Per fortnight
		\$
CI6	(3)	2,712.00
	(2)	2,652.70
	(1)	2,594.00
CI5	(3)	2,533.90
	(2)	2,438.30
	(1)	2,383.60
CI4	(3)	2,219.50
	(2)	2,084.10

<i>Civil Infrastructure Stream</i>		
		Per fortnight
		\$
	(1)	2,014.80
CI3	(3)	1,809.80
	(2)	1,741.70
	(1)	1,673.00
CI2	(4)	1,604.70
	(3)	1,536.60
	(2)	1,468.20
	(1)	1,400.00
CI1	(5)	1,372.40
	(4)	1,317.90
	(3)	1,252.30
	(2)	1,209.10
Age 21	(1)	1,177.30

CI - Classification Level.

5.5.6 *Pay rates* - Subject to clauses 5.1 and 5.12, the salary rates to be paid to Operations Stream employees will be as follows:

<i>Operations Stream</i>		
		Per fortnight
		\$
OS7	(4)	2,400.10
	(3)	2,335.40
	(2)	2,271.50
	(1)	2,207.30
OS6	(3)	2,099.20
	(2)	2,031.50
	(1)	1,970.10
OS5	(3)	1,918.30
	(2)	1,879.80
	(1)	1,815.30
OS4	(4)	1,737.60
	(3)	1,673.20
	(2)	1,634.60
	(1)	1,595.70
OS3	(3)	1,568.20
	(2)	1,529.10
	(1)	1,490.50
OS2	(4)	1,464.70
	(3)	1,419.70
	(2)	1,392.90
	(1)	1,368.10
OS1	(6)	1,348.40
	(5)	1,310.50

<i>Operations Stream</i>		
		Per fortnight
		\$
	(4)	1,272.90
	(3)	1,241.60
	(2)	1,205.40
Age 21	(1)	1,166.00

OS - Classification Level.

5.6 Appointment payrate

The general principle for appointment to a level in the Administrative/Management, Professional and Technical Streams and Level 4 and above of the Engineering Trades, Civil Infrastructure and Operations Streams is at Paypoint one of each level.

5.7 Competency acquisition

Competency acquisition will be based on a realistic assessment as to whether those competencies will be utilised. Payment for such competencies will only be made where the competencies are required to be used by Queensland Rail.

5.8 Work group based competency system

A work group based competency system is where a defined work group is established, a total competency mix for the work group is identified and where individual employees are allowed the flexibility in regard to the number of competencies acquired and utilised within the limits defined for the work group.

5.9 Classification request and review

An employee can request to have classification of their appointed position reviewed. The employee can provide input into the review process. Should the request for a review be declined or the employee disagrees with the outcome of the classification review, the employee's representative or Union, if so requested by the employee concerned can participate in Consultation with the review panel and consistent with the grievance and dispute avoidance and settlement procedure.

As far as practicable, the ratio of classified relieving employees required in relation to the relevant permanent positions will be determined in Consultation with the employer and appropriate relevant Unions.

5.10 Relieving long term

Employees relieving long term in the position for over 12 months, will have performance objectives set at the relieving level and not at the employee's nominal level.

If the employee meets the objectives, the employee should move to the next increment within the higher level until either the relieving ceases when reversion to the officer's normal Paypoint will occur, or another 12 month performance appraisal cycle has been completed in which case the employee will continue to move within the level until relieving ceases.

Provided that clause 5.10 will not apply to employees in Levels one, 2 and 3 of the Engineering Trades Stream, the Civil Infrastructure Stream and the Operations Stream.

5.11 Junior rates

Where juniors are engaged, the following percentages will apply to the designated adult rate for each stream:

5.11.1 Civil Infrastructure Stream:

Age	Percentage
15 years and under 16 years	49
16 years and under 17 years	57
17 years and under 18 years	67

5.11.2 Operations Stream:

Age	Percentage
-----	------------

under 16 years	46
16 years and under 17 years	54
17 years and under 18 years	59

5.12 Absorption clause

The rates of pay in this part have been adjusted to include pay rates based upon Queensland Rail EA 4 2000, (CA 168/00). The rates of pay include the arbitrated wage adjustment payable under the 1 September 2000 Declaration of General Ruling and earlier safety net adjustments. The rates of pay in this Award are not to be adjusted for State Wage Case increases, granted during 2001.

5.13 Allowances

5.13.1 Principles

For the purposes of clause 5.13, payment for the allowances outlined below will be in accordance with the following principles:

- (a) Unless otherwise stated payment will be made on time worked, not taking into account overtime or penalty rates (i.e. they are not to be paid for all purposes of the Award).
- (b) Unless otherwise stated payment of allowances will be on an hourly basis.
- (c) Unless otherwise stated payment of allowances will be for actual time to the nearest 30 minutes for which the allowance is payable.
- (d) Should 2 allowance entitlements in the one group (i.e. cleaning, adverse conditions, material, first aid, grooming) be applicable at the one time for which different rates are payable, payment will be for the allowance at the higher rate of the 2.
- (e) Should 2 allowance entitlements in the one group (i.e. cleaning, adverse conditions, material, first aid, grooming) be applicable at the one time for which the same rate is payable, then payment would only be made for the one allowance per group at any one time.

5.13.2 Group 1 - Cleaning - An allowance of 27.8 cents per hour will be paid for the following:

- (a) Steam cleaning - Labourers required to use a steam cleaner.
- (b) Soiled seat covers - Employees at Mayne whose duty it is to remove abnormally soiled seat covers from coaches in the Brisbane suburban passenger service, and those employees who assist them, will be paid this allowance.

5.13.3 Group 2 - (Category A) - Adverse Conditions - An allowance of 55.65 cents per hour will be paid for the following:

- (a) Wet places - Employees working in wet places will be paid this allowance in addition to such employee's ordinary rates.

A place will be deemed to be "wet" when water other than rain is dropping from overhead so that the clothing of the employees so employed there will become saturated with water or where there is water and/or slush underfoot to a depth exceeding 50 mm so that the feet of the employees employed there will become wet. No place will be considered wet where employees are not actually working or where the wetness is caused by a jet or spraying of water.
- (b) Examiner working stock wagons - Examiners required to work under stock wagons that have not been steamed cleaned.
- (c) Narrow excavations - An employee who is employed on infrastructure work necessitating working in narrow excavations where the depth exceeds 914 mm which require the employee to work in cramped conditions with no circulating ventilation.
- (d) Grinding in enclosed situations - Any employee operating a pneumatic grinder or engaged in peening or chipping inside water tanks and fuel tanks and scraping down or peening or chipping the inside of engine tenders.
- (e) Height - Any employee required to perform work at a height of at least 15.25 metres above the ground or low water level, or nearest horizontal plane.

5.13.4 *Group 2 (Category B) - Adverse Conditions* - An allowance of 83.5 cents per hour will be paid for the following:

- (a) Painting box chords - Any employee required to paint inside the box chords on the Merivale, Burdekin and Indooroopilly rail bridges and on other similar type bridges.
- (b) Swing scaffold - Any employee who is engaged on work which requires them to be:
 - (i) on any type of swing scaffold or any scaffold suspended by rope or cable, bosun's chair etc.
 - (ii) on a suspended scaffold requiring the use of steel or iron hooks or angle irons at a height of 6 metres or more above the nearest horizontal plane.

5.13.5 *Group 2 (Category C) - Adverse Conditions* - An allowance as outlined below will be paid for the following:

- (a) Working in pollution wells - Employees required to work in pollution wells will be paid an allowance of \$1.513 per hour (or part thereof) whilst actually working in the well to compensate for the confined space and the wearing of protective clothing and an airline respirator.

Whilst working in this capacity, no employee will be entitled to the payment of the confined space allowance as provided for in clause 5.13.5(h).

- (b) Sanitary servicing - employees performing sanitary work will be paid \$2.29 per service. Such work will be performed during ordinary working hours. Lids will be provided for sanitary pans.
- (c) Continuous heavy work for blacksmiths - Blacksmiths operating at fires for continuous heavy work at Ipswich and Townsville Workshops will be paid 23.25 cents per hour extra and blacksmith's strikers at such fires, 14.85cents per hour extra while so operating.
- (d) Heat allowance Northern Division - Blacksmiths and blacksmith's strikers, springmakers and their assistants, spring bucklers and their assistants in the Northern Division Workshops will be paid 14.85 cents per hour extra.
- (e) Cash handling allowance - When a motor truck driver is required to undertake cash transactions as part of the delivery and collection of freight, such employee will be paid an allowance of \$8.10 per week.
- (f) Redlynch and Kuranda length - Any employee on infrastructure work, whilst actually working on any section between Redlynch and Kuranda will receive 55 cents per day extra.
- (g) Outside windows - Any employee who is required to clean windows when it is necessary to go wholly outside the windows or climb around an outside column to do such cleaning will, if such cleaning or climbing is at a height of more than 3 metres from the ground or verandah, be paid 32 cents extra for each such window, unless the outside window or column ledge is more than 60 cm wide:

Provided that this allowance will not be paid if cleaning is done from a ladder resting on the ground.

- (h) Confined space - An employee will be paid 67.6 cents per hour in addition to the ordinary rate for the actual time employed in a compartment, space or place, including underneath wagons/carriages, the dimensions of which necessitate such employee working in a stooped or otherwise cramped position, or without proper ventilation.
- (i) Exceptionally Soiled Material Allowance - Porter/Carriage Cleaners and/or Train Presentation Attendants employed in the Electric Train Depot at Mayne whose tasks include the cleaning up and/or removal of exceptionally soiled material, will be entitled to an allowance of \$2.60 per shift for each afternoon and night shift whilst so engaged.

5.13.6 *Group 3 (Category A) - Materials* - An allowance of 41.7 cents per hour will be paid for the following:

- (a) Corrosive substance - Any employee when using, for the purpose of cleaning or stripping a substance which contains sulphuric acid, hydrofluoric acid or a similar acid to a total of 20% of the volume of the substance.
- (b) Spraying herbicides - Employees operating weed spraying equipment will be paid this allowance when mixing and spraying herbicide.
- (c) Handling explosives - Any employee who handles and/or uses explosives.
- (d) Heat sensitive compounds - Any employee in the workshops area whilst engaged in applying heat sensitive compound procedures.

- (e) Fumigation - Any employee who is engaged in the operation of an insecticide fumigating machine.
- (f) Shovelling coal - Any employee who is required to shovel coal from the ground direct to tender or wagons, or where the intervening space between the coal stack or supply and the tender is 3 metres or more.

5.13.7 *Group 3 (Category B) - Materials* - An allowance as outlined below will be paid for the following:

- (a) Fibreglass - Any employee required to perform work with or upon fibreglass insulation, lay up components or by cutting items made of fibre reinforced plastic in circumstances approved by the employer will be paid 62.4 cents per hour extra:

Provided that this allowance will also be paid for the time spent in cleaning up the job and equipment.

- (b) White metalling of bearings - Any employee engaged on melting whitemetal will be paid 88 cents per day or part thereof.
- (c) Asbestos work - All aspects of asbestos work will meet as a minimum standard with the National Occupation Health and Safety Commission Codes as amended from time to time.

Employees required to use materials containing asbestos will be provided with and will use all necessary safeguards as required by the appropriate occupational health authorities.

Where such safeguards include the mandatory wearing of protective equipment (i.e. combination overalls and respiratory protection equipment or similar apparatus) such employees will be paid 72 cents per hour extra whilst so engaged.

- (d) Asbestos (eradication) - Any employee engaged in asbestos eradication will be paid \$1.947 per hour extra:

Provided that such payment will be in lieu of all other disability allowances contained in the Award excepting those for height allowance as provided for in clause 5.13.3(e) and swing scaffold allowance as provided for in clause 5.13.4 (b).

5.13.8 *Other allowances - disability*

- (a) Working in the rain - when employees are required to work in the rain, they will, unless provided with a raincoat, be paid an additional 100% for such time so worked.
- (b) Welding copper fireboxes - Employees engaged in copper welding in locomotive copper fireboxes will be paid a 50% penalty in addition to the ordinary rate for actual time so engaged.
- (c) Sewage work - Plumbers and other employees engaged upon the repairs or maintenance of septic tanks or stoppages in sanitary conveniences will be paid a 25% penalty in addition to the rate for the day for the actual time so employed, with a minimum payment of one hour.
- (d) Working in tunnels - Employees working in tunnels between Roma Street and Brunswick Street and in the Victoria Tunnel will be paid a 50% penalty in addition to the rate for the day.

- (e) Removing flood debris - Employees engaged on removing flood debris from bridges while the flood waters are still over the rails will be paid a 100% penalty in addition to the ordinary rates for such work:

Provided that removing debris when the water is below the level of the bridge transoms, they will be paid a 50% penalty in addition to the ordinary rates for such work. Payment will not be made under clause 5.13.3(a) and 5.13.8(a) in addition to payment under clause 5.13.8(e).

- (f) Carcass destruction - employees engage in destroying the carcasses of horses, cattle, sheep, goats, dogs or pigs upon railway premises, or adjacent thereto, will be paid time and a-half of the rate applicable to the day for actual time engaged.
- (g) Pneumatic jack hammer or drill - workshop labourers required to use a pneumatic jack hammer or drill will be paid 25.35 cents per hour in addition to their ordinary rate.
- (h) Foundry - Those employees who are employed in foundries will be paid 32.9 cents for each hour worked.

For the purpose of payment of this allowance, foundry work will be that performed by employees engaged on-

- (i) any operation in the production of castings by casting metal in moulds made of sand, loam, metal,

moulding composition or other material or mixture of materials, or by shell moulding, centrifugal casting or continuous casting and;

- (ii) where carried on as an incidental process in connection with and in the course of production to which clause 5.13.8(h)(i) of this definition applies, the preparation of moulds and cores (but not in the making of patterns and dies in a separate room), knock out processes and dressing operations, but will not include any operation performed in connection with:

- non-ferrous die casting (including gravity and pressure);
- casting of billets and/or ingots in metals moulds;
- continuous casting of metals into billets;
- melting of metals for use in printing;
- refining of metal.

The foundry allowance will be in lieu of any Award entitlement in respect of dirty work, hot work, or work in confined spaces, and does not in any way limit the employer's obligation to comply with all relevant requirements of Acts and regulations pertaining to working conditions in Queensland foundries.

- (i) Livestock vans - Employees cleaning pig, sheep, cattle and horse vans will be paid 35.9 cents per hour extra.
- (j) Sand blasting bridges - An employee sand blasting bridges will be paid 30.3 cents extra for each hour or part thereof for the actual time engaged in working the sand blast machine.
- (k) Livestock wagon preparation - Any employee engaged on the stripping down of livestock wagons, the handling and removing of old preparation timber and the cleaning out of the compacted manure prior to the actual commencement of repair or replacement work, will be paid 66.9 cents per hour extra.
- (l) Air support respiratory mask - Any employee required to wear protective clothing and an air support/respirator/mask will be paid 91.05 cents per hour extra.
- (m) Handling cement - Any employee who is engaged in the physical handling of cement, cement bags, tar, lime, soda ash, acid jars or fireclay, will be paid 44.4 cents per hour extra.
- (n) Wet tar - Any employee who performs work on a boiler coated with wet tar will be paid 46.4 cents per hour extra.
- (o) Handling green hides - Employees handling green hides in a decomposed condition will be paid 44.4 cents per hour extra whilst so employed.
- (p) Fumigation - Any employee who is engaged in the fumigation of buildings and use of poisons will be paid 46.4 cents per hour extra.
- (q) DOO shunt operations - Yard forepersons and shunting grade employees will be paid 5% of their ordinary rate of pay, in addition to their ordinary rate of pay, when working with shunting locomotives operating in Driver Only Operation (DOO) mode.

This allowance will be paid for overtime and penalty rates when DOO mode is operating with a minimum payment of 4 hours.

5.13.9 Tool allowances

Where tradespersons are required to provide their own tools they will be paid tool allowance in accordance with the following levels:

Level A

Carpenter
Carriage builder
Patternmaker
Plumber
Wagonbuilder
Bridge carpenter
Carpenter (station)

Level B

Bricklayer

Level C

Air conditioned train attendant (electrical fitter)

Electrical fitter
 Electrical mechanic
 Electrician special class
 Electronics tradesperson
 Fitter
 Instrumentation and controls tradesperson
 Locotrol fitter, (diesel shed)
 Marker out
 Railway electrician
 Senior railway electrician
 Watchmaker
 Welder/fitter
 Locotrol electrician (diesel shed)
 Fitter (interlocking)
 Signal electrician Gr I
 Signal electrician Gr II
 Scalemaker
 Senior communications technician Gr I
 Telephone technician
 Telecommunications technicians Gr I & II

Level D

Boilermaker
 Boilermaker/welder
 Borer
 Canvas-worker
 Carriage trimmer
 Coppersmith
 Cutter (trimmer shop) Ipswich, Rockhampton, Townsville workshops
 Leatherworker
 Tinsmith and/or sheetmetal worker
 Turner
 Toolmaker

Level E

Acetylene, butt and/or electric welder
 Anglesmith
 Blacksmith
 Moulder
 Welder/blacksmith
 Forger
 Springmaker

Level F

Machinist (wood)

The amounts of the tool allowances for each level shall be as follows:

Level	Per week \$
A	23.35
B	16.65
C	20.00
D	15.00
E	10.00
F	5.70

The allowance prescribed in clause 5.13.9 will not be paid if the employee is absent on extended leave, annual leave, or sick leave, but may be paid for a broken part of a week.

5.13.10 Leading hands

A leading hand, in the case of a tradesperson, will be paid over and above the rate prescribed herein for the class of tradesperson or paid over and above the rate of the leading hand's charge as follows:

- (a) When in charge of 15 or less employees, 61.65cents per hour.
- (b) When in charge of more than 15 employees, \$1.218 per hour.

- (c) A leading hand other than a tradesperson will be paid 35.9 cents per hour over and above the rate prescribed for the highest paid employee under the leading hand's charge.

When leading hands are required they will be selected from employees who are eligible for promotion by efficiency and merit.

Leading hands will be appointed on probation for a period of 3 months. Any leading hand who, at the expiration of that period, has proved unsatisfactory as a leading hand will revert to the employee's former position.

5.13.11 *Ambulance attendants*

Employees appointed to perform the duties of ambulance attendants will be paid \$2.09 per day in addition to their ordinary rates:

Provided that such allowance will not be paid when employees are on leave, and when such employees are away on leave, substitutes will be appointed to act in their place.

5.13.12 *Electrical licensing allowance*

All employees who are required to hold an electrical licence for the performance of their work shall be paid a licensing allowance as follows:

Electrical licensing allowance.....\$23.30 per week.

This allowance shall be payable for all purposes of this Award.

Where there is a dispute between the parties about the requirement for an employee to hold an electrical licence for the performance of their work, such dispute will be dealt with in accordance with the provisions of clause 3.2 (Grievance and dispute settlement procedure).

5.14 Locality allowance

Refer to Queensland Rail policy for locality allowance provisions.

5.15 Superannuation

The provisions of the Occupational Superannuation Scheme as provided for in the *Superannuation State Public Sector Act 1990* will apply to all employees subject to this Award.

PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK

Preamble

The conditions of employment contained in this part of the Award shall apply to all employees excluding the following:

- Traincrew
- On-board services employees

Refer to Schedule 3 of this Award for specific conditions relating to workshops, rollingstock maintenance, signal and telecommunications and infrastructure employees.

Refer to Part 4 of the Award for conditions relating to part-time and Casual Employees.

6.1 Hours of work

6.1.1 *Ordinary hours* - The hours of work for permanent employees will be 38 hours per week.

6.1.2 Ordinary hours may be worked in shifts of up to 10 hours without attracting overtime penalties:

Provided that where the ordinary working hours are to exceed 8 on any day, the arrangements of hours will be subject to the agreement of the employer and the majority of employees concerned:

Provided further that where any arrangement of ordinary hours exceeds 8 on any day the relevant Union/s will be notified in writing within 14 days of commencement of work under such arrangement.

6.1.3 *Implementation*

- (a) Notwithstanding clause 6.1.2, ordinary hours may be worked up to 12 hours subject to the agreement of the employer and at least 2-thirds of the employees within the area concerned and the following criteria:
 - (i) Occupational health and safety issues (including the ACTU Code of Conduct on 12 hour shifts); and
 - (ii) Suitable rostering arrangements being made.
- (b) The 38 hour week may be worked on 5 in any 7 days or 10 in any 14 days at ordinary time. Penalty payments for ordinary time worked on a Saturday or a Sunday are to be paid in accordance with clauses 6.7 and 6.8 respectively of this Award.
- (c) For those employees working a 38 hour week, the following scope of implementation in accordance with clause 6.1.4 of this Award is available:
 - (i) employees working less than 8 ordinary hours each day; or
 - (ii) employees working less than 8 ordinary hours on one or more days each work cycle; or
 - (iii) by fixing one or more work days on which all employees will be off during a particular work cycle; or
 - (iv) by rostering employees off on various days of the week during a particular work cycle so that each employee has one work day off during that cycle:

Provided employees who work less than 8 ordinary hours each day for 5 days of the week, other than those classifications employed in the Admin/Management, Professional and Technical Streams who were working a 36¼ hour week as at 5 February 1995, will work ordinary hours of 7 hours 36 minutes each day in a particular work cycle:

Provided further that those employees exempted as above, will, where not less than 66% of employees at a location agree, work each day at 7 hours 36 minutes ordinary hours for a 5 day week.

The instigation of this process can be at either the request of Queensland Rail or the employees. The relevant Union secretary will be advised with a minimum of 7 days' notice prior to implementation.

- (d) Subject to the provision of individual clauses relating to hours, employees may agree that the ordinary hours of work are to exceed 8 hours on any day, thus enabling more than one day to be taken off during a particular work cycle.
- (e) Where the arrangement of ordinary hours work provides for a leisure day off, the employer and the simple majority of employees concerned may agree to accrue up to a maximum of 5 leisure days off. Where such agreement has been reached, the accrued leisure days off will be taken within 12 calendar months of the date on which the first leisure day off was approved.
- (f) Employees are required to observe the nominated starting and finishing times for the work day, including designated breaks to maximise available work times.
- (g) The ordinary starting and finishing times of various groups of employees or individual employees may be staggered.
- (h) Preparation for work, and cleaning up of the employee's person will be in the employee's time except where the employee undertakes very dirty work or works with hazardous or toxic substances.

6.1.4 38 Hour week - procedures for implementation of rosters -

- (a) Management and representatives of all employees concerned in each work area will consult over the most appropriate means of implementing and working a 38 hour week.
- (b) The objective of such Consultation will be to reach agreement on the method of implementing and working the 38 hour week.
- (c) The outcome of such Consultation will be recorded in writing.
- (d) In cases where agreement cannot be reached as a result of Consultation between the parties, either party may request the assistance or advice of the secretary/s of the relevant Union/s and the industrial relations manager. This should occur as soon as it is evident that agreement cannot be reached.
- (e) In the event that the consultative procedure results in a lack of agreement by employees, the employer will have the right to make the final determination as to the method by which the 38 hour week is implemented.

6.1.5 Alteration to 38 hour week methodology

Following the implementation of the 38 hour week, the method of working may be altered, upon giving 7 days' notice or such shorter period as may be agreed by the employer and employees affected, following negotiations between the employer and the employees concerned, utilising the foregoing provisions of clause 6.1.

The provisions of clause 6.1 are designed to afford all reasonable flexibility in the method of working a 38 hour week, however, that flexibility is not intended to extend regular rostered workings of a 38 hour week into 6 ordinary shifts for that particular 38 hour week without agreement between Queensland Rail Management and the majority of employees directly concerned.

6.2 Overtime

6.2.1 All time worked in excess of or outside the ordinary working hours of an employee will be paid at the rate of time and a-half for the first 3 hours and double the rate thereafter except for:

(a) Overtime worked on Saturday after the completion of a rostered ordinary hours shift which will be paid at the rate of double time.

(b) Overtime worked on Sunday which will be paid for at the rate of double time.

6.2.2 *Overtime for shift work* - In accordance with section 9(3)(a) of the Act for overtime worked in any calling in or in connection with which more than one shift per day is worked, employees will be paid not less than double their ordinary rates of wages.

6.2.3 Cancellation of overtime shifts

(a) If an employee is cancelled off a rostered overtime shift with 12 hours' notice or less, but with more than 2 hours' notice, such employee will be paid 1 hour's pay at the rate applicable to the day.

(b) If an employee is cancelled off a rostered overtime shift, with 2 hours' notice or less, such employee will be paid 2 hours' pay at the rate applicable to the day:

(c) Provided that such payments will not be counted for overtime purposes.

6.2.4 *Special Call Outs* - If an employee is called out at any time and attends for duty then such an employee will be paid a minimum payment of 4 hours at ordinary rate plus the penalty payment applicable to the particular day for each hour (defined as any part of an hour) actually worked:

Provided that payment for Call Outs will be computed from the sign on for actual work performed.

6.2.5 *Broken Shifts* - Employees working Broken Shifts whose starting and finishing times extend beyond a period of 10 hours, will have the whole of the time outside the period paid for at overtime rates.

6.2.6 Alteration of shift at short notice

(a) Deferred sign on time - When an employee is advised at the employees residence not less than 2 hours before commencement of a rostered working shift, that such starting time has been altered to a later hour, such employee will be allowed one hour's pay. If such advice is provided in less than 2 hours, the employee will be allowed 2 hour's pay.

(b) Such pay will be calculated at the rate applicable to the particular day and will not be taken into account for the purpose of calculation of overtime:

Provided that those employees covered by a spread of hours provision will be paid the appropriate overtime penalty rates for any altered hours outside of the 0600 to 1800 hours spread.

6.2.7 Alteration of shift at short notice- shift brought forward

(a) The employer will provide employees with at least 24 hour's notice or before the cessation of the previous shift, of an alteration to the employees next day's rostered working, bringing the starting time forward to an earlier hour, without attracting overtime penalties:

Provided that those employees covered by a spread of hours provision will be paid the appropriate overtime penalty rates for any altered hours outside of the 0600 to 1800 hours spread.

(b) Where notice has been given after the cessation of the previous shift and the notice is within 24 hours of the intended new shift, the following method of payment will apply:

(i) all time worked outside of the previous rostered hours will attract overtime penalty in accordance with

clause 6.2.

- (ii) employees will be entitled to passive payment at ordinary rates for all previously rostered hours not worked in the changed shift.
- (iii) all time worked within the hours of the previously rostered shift will be treated as ordinary time to be paid at the rate applicable to the day.

(c) The 24 hour notice time period will be calculated from the time of the notification to the time of the altered start time.

6.2.8 *Overtime meal allowance* - An employee will be entitled to receive a payment of a Meal allowance as provided for in clause 8.3.7 under any of the following criteria:

(a) The employee is specially called out and works in excess of 2 hours, covering the Meal period, and was not advised the previous day of such working.

The Meal periods are as follows:

Breakfast	0700-0900
Lunch	1200-1400
Dinner	1700-1900

(b) The employee who is specially called out, is given less than 2 hours notice, to work 2 hours or more, prior to and continuous with a rostered shift.

(c) An employee is specially called out and is advised after 2200 hrs to sign on before 0600 hrs to work 2 hours or more overtime prior to and continuous with a rostered shift.

(d) The employee works an overtime shift of more than 4 hours between 1900 hrs and 0700 hrs with less than 2 hours' notice given.

(e) The employee is advised after 2200 hrs to sign on before 0600 hrs to work an overtime shift of over 4 hours.

(f) An employee works more than 2 hours' overtime past their rostered ceasing time regardless of when the employee is notified of the requirement to work overtime.

6.3 Meal breaks

6.3.1 Employees will be entitled to an unpaid Meal break of a minimum of 30 minutes and a maximum of 60 minutes to be taken after the completion of the third hour on duty and prior to the commencement of the 6th hour on duty:

Provided that this provision is subject to the following exceptions:

(a) Employees who, as a result of their work are required to maintain constant vigilance of the procedure at hand.

(b) Where operational requirements are such, and it is mutually acceptable to the employer and employee, the rostered ordinary hours may be rostered inclusive of a paid Meal break of 30 minutes' duration.

6.3.2 Where there is agreement between the employer and employee(s) concerned, Meal breaks may be altered to be taken outside the hours stipulated in clause 6.3.1 and will not be subject to the penalties in clause 6.3.3.

6.3.3 If an employee has not commenced a Meal break after 5 hours 30 minutes on duty of an ordinary shift the employee will be paid at the rate of 100% in addition to the rate applicable for the day, until a Meal break period has commenced:

Provided that this will not apply to employees covered in clause 6.3.1(a).

6.3.4 Meal times of various groups of employees or individual employees may be staggered.

6.3.5 Where an overtime shift is worked, a paid crib break of 20 minutes will be provided after 4 hours on duty.

6.4 Rest pauses

6.4.1 Employees, except for those excluded by clause 6.4.1(a) and (b) below, will be entitled to a 10 minute break in the first half and the second half of the day, provided such rest pauses can be taken at such times as will not

interfere with continuity of work where the employer considers continuity is necessary:

Provided that:

- (a) where ordinary hours are 4 hours or less an employee will not be entitled to a rest pause
- (b) where ordinary hours are worked for greater than 4 hours and less than 5 hours 30 minutes one 10 minute rest period will be allowed to be taken at a time within the hours worked.

Provided further that where an entitlement to 2 rest pauses exist and there is agreement between the employer and the majority of employees concerned, the rest pauses may be combined into one 20 minute rest pause to be taken in the first part of the ordinary working day, with such 20 minute rest pause and the Meal break arranged in such a way that the ordinary working day is broken up into 3 approximately equal working periods. Consent to combine the rest pause will not be unreasonably withheld by either party.

6.4.2 Where an entitlement to a rest pause exists, such time will be taken in the employer's time.

6.5 Interval between shifts

6.5.1 *Interval between shifts, excluding shunters*

- (a) An employee, excluding those engaged in the shunting grade, who works so much overtime between the termination of their ordinary work on one day and the commencement of the employee's ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty between those times, will subject to clause 6.5, be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary time occurring during such absence .

If on the instructions of the employer an employee resumes or continues work without having had such 10 consecutive hours off duty, the employee will be paid overtime rates until the employee is released from duty for such period and the employee will then be entitled to be absent until that employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

Provided that the aforementioned 10 hours may be substituted by 8 hours:

- (i) for the purpose of changing shift rosters; or
 - (ii) where a shift is worked by arrangement between the employees themselves.
 - (iii) by agreement between the employer and roster/relief officers working away from their designated home station.
- (b) 2 consecutive days off or public holiday - An employee who works so much overtime that they have not had at least 10 consecutive hours off duty during the 15 hours immediately preceding their ordinary commencing time the day following 2 consecutive days off or an observed public holiday, will subject to clause 6.5 be released after the completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary time occurring during such absence.

6.5.2 *Shunters* - If 10 hours interval occurs between signing off and signing on, the time of each shift will be computed separately.

- (a) If the interval be less than 10 hours, the time worked on the second shift will be treated as a continuation of the first shift in calculating overtime.
- (b) Where a shift is worked by mutual agreement between the employer and employee the aforementioned 10 hours may be substituted by 8 hours.

6.6 Shift allowance and shift loading

6.6.1 *Definitions* - For the purpose of clause 6.6:

- (a) "Afternoon shift" means a shift which commences before 1800 and concludes at or after 1830;
- (b) "Night shift" means a shift which commences at or between 1800 and 0359;
- (c) "Early morning shift" means a shift which commences at or between 0400 and 0530.

6.6.2 *Shift work allowances*

- (a) Except as otherwise provided, for all paid time on duty not subject to overtime penalty on the day on shifts on days other than a Saturday or Sunday an employee in receipt of an adult rate shall be paid:

- (i) 12.5% or \$1.6275 per hour (whichever is the greater) for an afternoon shift;
- (ii) 15% or \$1.8745 per hour (whichever is the greater) for a night shift;
- (iii) 12.5% or \$1.6275 per hour (whichever is the greater) for an early morning shift.

Provided that the dollar rates set out in sub-clauses (i), (ii) and (iii) above will not be the subject of any increases as a result of a general ruling or state wage case decision from the Queensland Industrial Relations Commission. This will have an eventual effect of the percentage rates applying to all employees covered by clause 6.6.2(a).

- (b) Other employees will be paid half the allowance herein prescribed for the same time on duty.

- (c) In calculating the allowances herein prescribed broken parts of an hour of less than 30 minutes will be disregarded and 30 minutes to 59 minutes will be paid for as an hour.

6.6.3 Shunters, yard forepersons, numbertakers and examiners will be paid the allowance prescribed in clause 6.6.2(a) when working overtime between the hours of 1800 and 0600 on days other than Saturdays, Sundays and public holidays.

6.6.4 *Shift loading*

- (a) In addition to the allowances prescribed herein an employee in receipt of an adult rate who signs on or off at or between 0001 and 0459 on Monday and 2359 Monday to Thursday to 0459 on Tuesday to Friday will be paid for that shift a loading of \$4.95 provided that such loading is not payable on an overtime (or excess) shift.

- (b) Other employees will be paid half the loading herein prescribed for the same turn of duty.

6.6.5 The allowance and/or loading will not be payable to employees working under the conditions of Schedule 3 of the Award or to employees engaged on passive duty.

6.6.6 Cleaners at carriage shed, Mayne will be allowed to work one week day shift, one week night shift and one week afternoon shift in rotation.

6.7 **Saturday time**

All ordinary hours worked on a Saturday will attract an additional 50% penalty payment.

6.8 **Sunday time**

All ordinary hours worked on Sunday will attract an additional 100% penalty payment.

6.9 **Other conditions**

6.9.1 *Standby/On Call allowance* - Any employee, other than a station supervisor, who after finishing duty for the day is required to remain contactable and available at short notice will be paid a minimum of one hour's pay at ordinary rates:

Provided that an employee who is required to remain contactable and available at short notice for a Saturday and/or Sunday and/or public holidays will be paid a minimum of 2 hours pay at the rate applicable to that day.

6.9.2 *Report for duty as rostered* - If an employee reports for duty as rostered, then such employee will be entitled to a minimum payment of 4 hours, at the rate applicable to the day.

6.9.3 *Rostered Day Off*

- (a) Every employee covered by this Award will be rostered off duty at least one day in each week.

- (b) There will be posted at all sign-on points by noon on Friday a sheet listing the Rostered Day Off of each employee for the following week. Excepting that unless otherwise provided, employees whose regular normal working hours are worked between Monday and Friday of each week will have Saturday regarded as the Rostered Day Off and notification of such will be deemed to be posted each Friday of the preceding week.

- (c) Any employee called upon to report for duty on a Rostered Day Off will be paid for all time on duty on such a day at overtime rates.

- 6.9.4 *Make up of pay on day of injury* - Any employee who, as the result of any injury received during working hours, is unable to complete the day's work and does not receive compensation under the *Workcover Queensland Act 1996* for that day, will be paid for the whole of such day during which the injury was received.
- 6.9.5 *Booking off* - No employee will be booked off for an unpaid Meal break between 2300 and 0600 hours.
- 6.9.6 *Weekly rosters* - Where reasonably practicable the daily rostered hours of duty showing times of book off for Meals or otherwise will be set out by the Chief Executive.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

Every employee (other than a Casual Employee) covered by this Award will at the end of each year of the employee's employment be entitled to an annual leave on full pay of 5 weeks as provided in clause 7.1.1 below or 4 weeks as provided in clause 7.1.2 below.

7.1.1 *Employees will be entitled to not less than 5 weeks annual leave:*

- (a) if regularly employed on shift work and rostered to work on Saturdays, Sundays, and Public Holidays as specified in clause 7.6.1-7.6.6 provided that employees rostered for work on Sundays as part of a regular shift commencing the previous Saturday or ceasing the following Monday will not be deemed to be rostered to work on such Sundays unless such Sunday work constitutes the major portion of such shift; or
- (b) if covered in Schedule 1 (Traincrew), Schedule 10 (Operations Assistants), and clause 2.1 of Schedule 2 (Passenger Attendants, Passenger Services Supervisors and Passenger Attendants Technical).

7.1.2 *Employees will be entitled to 4 weeks annual leave;*

- (a) If not employed as provided in 7.1.1 during such year the employee will be entitled to 4 weeks annual leave.

7.1.3 If employed partly in both categories for periods of a full fortnight of a pay period, the appropriate proportion of each annual leave period will be prescribed.

7.1.4 Such annual leave entitlements may be taken in broken periods as agreed to between the employer and employee. Upon application by the employee, annual leave will be paid by the employer in advance.

7.1.5 Such annual leave will be exclusive of any Public holiday which may occur during the period of that annual leave.

7.1.6 If the employment of any employee is terminated at the expiration of a full year of employment, the employer will be deemed to have given the annual leave to the employee from the date of the termination of the employment and will forthwith pay to the employee in addition to all other amounts due to such employee, that employee's pay, calculated in accordance with paragraph (d), for 4 or 5 weeks as the case may be and also such employee's ordinary pay for any public holiday occurring during such period of 4 or 5 weeks.

7.1.7 If the employment of any employee is terminated before the expiration of a full year of employment, such employee will be paid, in addition to all other amounts due to such employee, an amount equal to one ninth of that employee's pay for the period of such employee's employment if that employee is an employee to whom clause 7.1.1 above applies, and one-twelfth of such employee's pay for the period of that employee's employment if such employee is an employee to whom clause 7.1.2 above applies, calculated in accordance with clause 7.2-7.2.3.

7.2 Calculation of Annual Leave Pay

In respect to Annual leave entitlements to which clause 7.1 apply, annual leave pay (including any proportionate payments) will be calculated as follows:

7.2.1 *Leading Hands, Etc* - Subject to clause 7.2.2, Leading Hand allowances and amounts of a like nature otherwise payable for ordinary time worked will be included in the wages to be paid to employees during Annual Leave;

7.2.2 *All Employees* - Subject to the provisions of clause 7.2.3, in no case will the payment by an employer to an employee be less than the sum of the following amounts:

- (a) The employee's ordinary wage rate as prescribed by the award for the period of Annual Leave (excluding shift premiums and week-end penalty rates);

(b) Leading Hand allowance or amounts of a like nature;

(c) A further amount calculated at the rate of 17 1/2% of the amounts referred to in clause 7.2.2 (a) and (b) or in the case of employees entitled to 5 weeks annual leave as prescribed in clause 7.1.1 a further amount calculated at the rate of 20% of the amounts referred to in clause 7.2.2(a) and 7.2.2(b).

7.2.3 The provisions of clause 7.2.2 will not apply to any period or periods of Annual Leave exceeding -

(a) 5 weeks in the case of employees entitled to 5 weeks annual leave as prescribed in clause 7.1.1; or

(b) 4 weeks in any other case.

7.2.4 *Rate of pay - Annual Leave* - Subject to the provisions contained in clause 7.2.5 every employee will receive payment for annual leave taken under this clause at the employee's classification rate of pay in force at the date upon which such leave is commenced.

7.2.5 *Higher Class Credit for Annual Leave* - If an employee has been acting in a higher class position for a full fortnight of a pay period, such employee will, when off duty on leave, be paid the equivalent of 1/26th of the Annual Leave entitlement for a shift worker or non-shift worker, whichever the case may be, for each such fortnight that the employee has been so acting at the rate prescribed for such higher class position:

Provided that if such employee is paid at the higher rate for any day the employee is absent due to illness, Workers' Compensation, paid leave or public holiday, the time involved will count towards making up the full fortnight.

7.3 Sick leave

7.3.1 (a) *Entitlement* - Employees (other than Casual Employees) will be entitled to 10 days sick leave for each continuous year of service. For any completed period of employment of less than one year with Queensland Rail an employee will become entitled to 1 days sick leave for each 5.2 weeks of such period.

(b) Sick leave will be cumulative.

7.3.2 Every employee absent from work through illness on the production of a certificate from a duly qualified medical practitioner specifying the period or approximate period during which the employee is unable to work, or of other evidence of illness to the satisfaction of the employer, and subject to having promptly notified the employer of the illness and of the approximate period aforesaid will, subject as herein provided, be entitled to payment in full for all time so absent from work:

Provided that it will not be necessary for an employee to produce such a certificate if the absence from work on account of illness does not exceed 2 days:

Provided further that the Chief Executive may extend to 3 days the period of sick leave without requirement to produce a certificate.

7.3.3 The continuity of employment of any employee with Queensland Rail for sick leave accumulation purposes will be deemed not to be broken by any of the following:

(a) absence from work on paid leave granted by the employer

(b) the employee having been dismissed or stood down by the employer, or the employee having self terminated their employment with the employer, for any period not exceeding 3 months, provided that employee will have been re-employed by the employer.

7.3.4 *Higher Class Credit for Sick Leave* - If an employee has been acting in a higher class position for a full fortnight of a pay period, such employee will, when off duty for sick leave, be paid the equivalent of 1/26th of the sick leave entitlement for each fortnight the employee has been so acting at the rate prescribed for such higher class position:

Provided that if such employee is paid at the higher rate for any day the employee is absent due to illness, workers compensation, paid leave or statutory holiday, the time involved will count towards making up the full fortnight.

7.4 Bereavement leave

7.4.1 *Full-time and part-time employees*

Full-time and part-time employees shall, on the death of a member of their immediate family or household in Australia, be entitled to paid bereavement leave up to and including the day of the funeral of such person. Such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days of

work. Proof of such death is to be furnished by the employee to the satisfaction of the employer.

7.4.2 *Long-term casual employees*

- (a) A long-term Casual Employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A "long-term Casual Employee" is a Casual Employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least 1 year immediately before the employee seeks to access an entitlement under clause 7.3.2.

7.4.3 "Immediate family" includes:

- (a) A spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse of the same sex) of the employee; and
- (b) A child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

7.4.4 *Unpaid leave*

An employee with the consent of the employer, may apply for unpaid leave when a member of the employee's immediate family or household in Australia dies and the period of bereavement leave entitlement provided above is insufficient.

Provided an employee will be entitled to a maximum of 2 days leave without loss of pay on the occasion and on production of satisfactory evidence of the death outside Australia of an employees husband, wife, father, mother or child and where such employee travels outside Australia to attend the funeral.

7.5 **Family leave**

The provisions of the Family Leave Award apply to and are deemed to form part of this Award.

7.5.1 It is to be noted that:

- (a) part-time work can be performed by agreement in the circumstances specified in the Family Leave Award;
- (b) a copy of the Family Leave Award is required to be displayed in accordance with section 697 of the Act.

7.5.2 The Family Leave Award also provides for the terms and conditions of leave associated with:

- (a) Maternity leave
- (b) Parental leave
- (c) Adoption leave
- (d) Special responsibility leave for the care and support of the employee's immediate family or household.

7.6 **Public holidays**

7.6.1 All work done by an employee on Good Friday, Easter Saturday, Anzac Day, Christmas Day, New Year's Day, 26th day of January, Easter Monday, the Birthday of the Sovereign, Boxing Day and Labour Day, or on any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday, and on the day gazetted as a holiday in relation to the annual agricultural, horticultural or industrial show held in a district, will be paid a full day's wage at the rate applicable for ordinary time worked on such day had such day not been a public holiday and in addition a payment for the time actually worked by such employee at one and one-half times the rate prescribed for such work with a minimum of 4 hours.

7.6.2 Employees will be entitled to payment for the aforesaid holidays (but not for Public holidays which fall on a Saturday or Sunday except where that day forms part of the ordinary working week) irrespective of the fact that no work may be required to be performed on any such day.

7.6.3 In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the employee and employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes

7.6.4 For the purpose of this clause the following terms will have the following meanings applied to them viz:

- (a) A "full day's" wage will mean - 7 hours 36 minutes for employees rostered to work an average of 38 hours per week, such payment will also apply to traincrew employees:

Provided that where the ordinary hours established in a roster under clause 6.1 of this Award are other than 7 hours 36 minutes per day, those ordinary hours will be used as the minimum payment for the day.

Provided further that no employee will receive payment for less than 7 hours 36 minutes for such day;

- (b) Ordinary rate will mean the rate of pay prescribed by clause 5.1 in the Award or relevant operative industrial or certified agreement as adjusted from time to time.
- (c) "Rate applicable for ordinary time worked" will mean the "ordinary rate" as defined in clause 7.6.4(b) above and in addition such penalty payments as provided for shift work and for work on weekends as part of the ordinary hours for the week.

7.6.5 Provided that in no case will the total pay for a week for an employee on annual leave exceed 38 hours.

7.6.6 *Substitution of Public Holidays* - Where there is agreement between the majority of employees concerned and the employer and subject to statutory limitations, other ordinary working days may be substituted for the public holidays specified in this subclause:

Provided that, where an employee is subsequently required to work on such substituted day, the employee will be paid the rate applicable for the holiday that has been substituted.

7.6.7 *Leave Exclusive of Public Holidays* - If public holiday or public holidays occur during any period of:

- (a) Paid annual leave, paid long service leave, paid sick leave; or
- (b) Other absence on other leave for a period not exceeding one month, and an employee would have been entitled to payment for such public holiday or public holidays (although not worked) if not absent on the aforesaid leave, such employee, notwithstanding that, that employee is on such leave, will be entitled to payment for each such public holiday or public holidays of a full day's wage at ordinary rate as defined in clause 7.6.4.

7.6.8 *Overtime on Public Holidays*

- (a) All time worked on Public Holidays outside the ordinary starting and ceasing times fixed by this Award will be paid for at double the rate prescribed for such overtime on an ordinary working day.
- (b) Where ordinary starting and ceasing times are neither fixed by this Award nor prescribed by a roster or agreed method of working pursuant to clause 6.1.3, all time worked in excess of the ordinary daily working hours will be paid for at double the rate prescribed for such overtime on an ordinary working day. For the purposes of this paragraph the ordinary daily working hours of such employees will be 7 hours 36 minutes.

7.6.9 *Notice to work on Public holidays* - Excluding traincrew and on board employees, at least 2 clear days' notice will be given to an employee as to whether or not such employee is required to work on any one of the public holidays provided for in this clause.

7.7 Accrual of leave during approved leave without pay

Where the employer grants leave without pay, all annual leave, long service leave and sick leave accruals will cease after a period of 3 months on the leave without pay:

Provided that in the case of approved unpaid sick leave (sick no pay), sick leave will continue to accrue for the duration of the employee's absence on such leave.

7.8 Jury service

- (a) An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.
- (b) Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.

- (c) Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.
- (d) If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.
- (e) "Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

PART 8 - TRANSFERS TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

8.1 Transfer conditions

8.1.1 A transfer will be regarded as permanent if it meets the following criteria:

- (a) the duration of the transfer is for a period of 3 months or longer; or
- (b) the transfer has been arranged following a request by the employee.

8.1.2 A transfer will be regarded as temporary if:

- (a) the transfer does not meet the criteria specified in clause 8.1.1;
- (b) the employee is instructed to take up duty at a place away from the employee's home depot or usual place of employment pending the permanent filling of a vacancy at that place;
- (c) the employee is instructed to relieve an employee who is on annual leave, sick leave, or off duty for any other reason; or
- (d) in the case of employees on seasonal transfer for a period of less than 6 months.

8.1.3 *Entitlements* - Employees who are promoted, transferred or demoted to a position at another centre, except when the move is arranged at the employee's own request, will be entitled to the transfer benefits as provided by the relevant Queensland Rail policy.

8.2 Preference after service in remote location

Any employee who has been stationed in a remote or isolated district for a period of 3 years or more will, as far as possible, be given preference over other employees when applying for transfer.

8.3 Travelling and meal allowances

8.3.1 *8 km from home station*

- (a) Employees relieving or temporarily working at a place not exceeding a radius of 8 kilometres from their home station who do not require to reside away from home will not be entitled to receive allowances prescribed in clause 8.3 but actual out of pocket expenses for bus or ferry fares necessarily incurred in travelling between their home station and the place at which they are relieving or temporarily working will be paid by the Chief Executive.

Special or emergency cases will be dealt with on their merits.

- (b) Bed allowance - If an employee relieving or temporarily working at a place other than their home station is required, whilst not on duty, to stay overnight but for less than 24 hours at such place and is not provided with camp accommodation the employee will be paid a "bed allowance" of \$34.00.

8.3.2 *Away from home overnight, certain employees*

- (a) Mechanics and their assistants, railway electricians, signal gangers and maintainers, lines employees, scalemakers and their assistants, persons employed in interlocking gangs, and employees attached to the running staff section, other than locomotive inspectors, drivers, locomotive assistants and operations assistants, when sent away from their workshops or home depot to do work, gangers and fettlers will be paid an allowance of not less than \$58.60 per day when away from home overnight if no camp is provided, with a

maximum of \$299.10 per week whilst at one place.

(b) *Migratory gang camp allowance* - the payment of living away from home allowance for employees required to utilise an established migratory gang camp will be as follows:

- (i) for distances where the camp site is equal or less than a radius of 20 km from the home station, no allowance payable.
- (ii) for distances where the camp site is greater than a radius of 20 km from the home station, the allowance will be \$25.88 per night.
- (iii) the allowance as set out in clause 8.3.2(b)(ii) will be payable for each day the employee presents themselves ready, willing and able to start work at the relevant site and by the pre-arranged starting time as organised by the employer:

Provided that the employee will be eligible for the allowance if off duty sick and staying in camp:

Provided further that where an employee is required to stay in camp during weekends for security as authorised by their supervisor, they will receive the allowance to cover such days.

8.3.3 *Meal whilst travelling* - When travelling on long journeys employees will be paid \$10.50 for each Meal partaken of whilst travelling.

8.3.4 Chief civil engineer's inspectors will be paid an allowance of \$61.40 per day:

Provided that if an inspector or telegraph/maintenance foreperson leaves their home depot on one day and returns at or after 1330 on the next day a Meal allowance will be paid for the midday Meal in addition to any other Meal payments which may be due.

8.3.5 Inspectors (other than chief civil engineer's inspectors), Westinghouse brake instructors, signal and telegraph forepersons, and maintenance forepersons, will be paid when away from home overnight, \$58.60 per day when quarters are not provided, or \$38.00 per day with quarters.

When they are able to return to their homes at night an allowance of \$10.50 per Meal will be made for breakfast if required to leave home depot before 0700 and for dinner if required to reach their home depot after 1830.

8.3.6 *Away from home allowance* - Save where otherwise expressly provided employees travelling to or from or relieving at stations or places necessitating their residing away from home will receive \$58.60 per day with a maximum of \$299.10 per week whilst at the one station or place.

8.3.7 *Meal allowance*

- (a) Employees relieving or temporarily working at a place from which they can return home for portion of the time that they are off duty will, be paid \$10.50 for each Meal time that they are away from home.
- (b) No allowance will be paid for the first Meal which occurs when employees are sent away from their home station or depot to work one shift:

Provided that, if employees leave their home station on one day and return at or after 1330 on the next day, a Meal allowance will be paid for the midday Meal in addition to any other Meal payments which may be due:

Provided further that where infrastructure employees are unable to reach their homes before 1830, they will be paid \$10.50 Meal allowance.

(c) Meal allowance will not be paid if employees:

- (i) Depart from their home depot after 0700.
- (ii) Return to their home depot before 0700.
- (iii) Depart from their home depot after 1230.
- (iv) Return to their home depot before 1330.
- (v) Depart from their home depot after 1800.
- (vi) Return to their home depot before 1830.

Provided that civil infrastructure employees commencing duty as rostered in accordance with the proviso of Schedule 3.1(2) will not be entitled to payment for the first Meal.

8.3.8 The Chief Executive may determine an alternative scheme of travelling allowances for employees.

8.3.9 Clause 8.3 will not apply to traincrew, operations assistants, porters and junior porters working rail cars, but rather the allowances prescribed in Schedule 1.3 of the Award will apply to those employees.

8.4 Travelling arrangements where camp provided

8.4.1 *Travelling time camp to work* - Employees provided with a camp and employed in a gang will travel to and from work in employer's time, provided that where time outside the ordinary shift is used for travelling to and from camp such time will be paid at the ordinary rate applicable to the day.

8.4.2 *Where a camp is situated*

- (a) within a radius of 200 km of the home station employees will be transported to and from such centres on a weekly basis by the employer.
- (b) outside a radius of 200 km and within a radius of 300 km of the home station the employees will be transported to and from such centre at a minimum on a fortnightly basis by the employer.
- (c) outside a radius of 300 km of the home station the employees will be transported to and from such centre at a minimum on a 4 weekly basis by the employer.

8.4.3 Where travelling time between the camp and the home station occurs outside the ordinary rostered hours such time will be paid at ordinary rates.

8.4.4 Where due to exceptional circumstances Queensland Rail cannot provide transport between the camp and the home station and the employee agrees to use their own vehicle, they will be paid \$0.30 per kilometre. This allowance will be payable for the distance between the camp and home station.

8.5 Accommodation - migratory gangs

Members of migratory gangs who are required by direction of the employer to live in a camp of any size either on a temporary or permanent basis will be provided free of charge by the employer, with accommodation of a standard which is in accordance with the provisions outlined in Schedule 9, subject, however to conditions as to phasing in as set out in Part IV thereof.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Commitment to training

9.1.1 The parties to this Award recognise that in order to increase efficiency, productivity and competitiveness of Queensland Rail, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- (a) developing a more highly skilled and flexible workforce;
- (b) providing employees with career opportunities through appropriate training to acquire additional skills; and
- (c) removing barriers to the utilisation of skills acquired.

9.1.2 Following proper Consultation the parties will develop a training program consistent with:

- (a) the current and future skill needs of Queensland Rail;
- (b) the size, structure and nature of the operations of Queensland Rail;
- (c) the need to develop vocational skills relevant to Queensland Rail through both Queensland Rail courses and courses conducted by accredited educational institutions and providers.

PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

10.1 Asbestos eradication

10.1.1 The following will apply to employees engaged in the process of asbestos eradication on the performance of work within the scope of this Award.

- (a) Asbestos eradication is defined as work on or about buildings involving the removal or any other method of neutralisation of any materials which consist of or contains asbestos.

- (b) Any person performing asbestos eradication work will do so in accordance with the *Workplace Health and Safety Regulations 1989*.
- (c) Respiratory protective equipment conforming to the relevant parts of the appropriate Australian Standard (i.e. AS 1716 'Specification for Respiratory Protective Devices') will be worn by all personnel during work involving eradication of asbestos:

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

Clauses 11.1 and 11.2 replicate legislative provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to sections 366, 372 and 373 of the Act as amended from time to time.

11.1 Right of entry

11.1.1 Authorised industrial officer

- (a) An "Authorised industrial officer" is any Union official holding a current authority issued by the industrial registrar.
- (b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of that particular organisation.

11.1.2 Entry procedure

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
 - (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and
 - (ii) shows their authorisation upon request.
- (b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.
- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

11.1.3 Inspection of records

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
 - (i) is ineligible to become a member of the authorised industrial officer's organisation; or
 - (ii) has made a written request to the employer that the employee does not want the record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

11.1.4 Discussions with employees

An authorised industrial officer is entitled to discuss with the employer, or a member or employee eligible to become a member of the authorised industrial officer's organisation:

- (a) matters under the Act during working or non-working time; and
- (b) any other matter with a member or employee eligible to become a member of the authorised industrial

officer's organisation, during non-working time.

11.1.5 *Conduct*

An officer must not unreasonably interfere with any personnel during their working time in exercising a right of entry.

11.2 **Time and wages record**

11.2.1 An employer must keep, at the place of work in Queensland, a time and wages record that contains the following particulars for each pay period for each employee, including apprentices and trainees:

- (a) the employee's award classification;
- (b) the employer's full name;
- (c) the name of the award under which the employee is working;
- (d) the number of hours worked by the employee during each day and week, the times at which the employee started and stopped work, and details of work breaks including Meal breaks;
- (e) a weekly, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the employee is paid;
- (f) the gross and net wages paid to the employee;
- (g) details of any deductions made from the wages; and
- (h) contributions made by the employer to a superannuation fund.

11.2.2 The time and wages record must also contain:

- (a) the employee's full name and address;
- (b) the employee's date of birth;
- (c) details of sick leave credited or approved, and sick leave payments to the employee;
- (d) the date when the employee became an employee of the employer;
- (e) if appropriate, the date when the employee ceased employment with the employer; and
- (f) if a Casual Employee's entitlement to long service leave is worked out under section 47 of the Act - the total hours, other than overtime, worked by the employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

11.2.3 The employer must keep the record for 6 years.

11.2.4 Such records shall be open to inspection during the employer's business hours by an inspector of the Department of Industrial Relations, in accordance with section 371 of the Act or an authorised industrial officer in accordance with sections 372 and 373 of the Act.

11.3 **Union encouragement**

Preamble

Clause 11.3 gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of the Union.

Queensland Rail will recognise the right of individuals to join a Union and will encourage that membership. Union membership remains at the discretion of individuals.

An application for Union membership and information on the relevant Union/s will be provided by Queensland Rail to all employees at the point of engagement.

Information on the relevant Unions/s, as provided by the relevant Union/s, will be included in induction materials.

Unions representations will be provided with the opportunity to discuss Union membership with new employees.

Queensland Rail will provide payroll deduction facilities for Union subscriptions.

11.3.1 *Documentation to be provided by employer*

At the point of engagement, the employer shall provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Commission, a copy of which is to be kept on the Premises of the employer in a place readily accessible by each employee.

The document provided by the employer shall also identify the existence of a Union encouragement clause in this Award.

11.3.2 *Union delegates*

- (a) Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.
- (b) The employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.
- (c) Queensland Rail will acknowledge the constructive role democratically elected Union delegates undertake in the workplace in relation to Union activities that support and assist members. That role will be formally recognised and accepted.
- (d) Queensland Rail employees will be given full access to Union delegates/officials during working hours to discuss any employment matter or seek Union advice, provided that service delivery is not disrupted and work requirements are not unduly affected.

Provided that service delivery and work requirements are not unduly affected, delegates will be provided convenient access to existing facilities for the purpose of undertaking Union activities. Such facilities may include: telephone, computers, email, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards. Management and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes and such facilities will not be abused. Such facilities will be used in accordance with Queensland Rail policies and practices. These policies and practices will recognise the intent of this clause.

11.3.3 *Deduction of union fees*

Where arrangements can be entered into, employers are encouraged to provide facilities for the deduction and remittance of Union fees for employees who signify in writing to their employer their desire to have such membership fees deducted from their wages.

11.3.4 *Industrial relations education leave*

- (a) Industrial relations education leave is paid time off to acquire knowledge and competencies in industrial relations. Such knowledge and competencies can allow employees to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures;
- (b) These provisions shall not apply to probationary employees.
- (c) Upon written application, employees may be granted up to 5 working days (or the equivalent hours) paid time off on ordinary pay (non-cumulative) per calendar year, approved by the Chief Executive (or delegated authority), to attend industrial relations education sessions;
- (d) 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 to cover 2 calendar years.
- (e) Upon 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.
- (f) The granting of industrial relations education leave should not impact adversely on service delivery, work requirements, or the effectiveness and efficiency of the work unit concerned, and should not be unreasonably refused.
- (g) At the discretion of the Chief Executive, Queensland Rail employees may be granted special leave without pay to undertake work with their Union.

- (h) For the purpose of clause 11.3.4 "ordinary pay" means the ordinary weekly rate paid to the employee exclusive of any allowance for travelling time and fares or shift work.
- (i) In granting industrial relations education leave Queensland Rail is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee.

11.3.5 *Policy commitment*

Further commitments on Union encouragement will be disclosed in Queensland Rail's Union encouragement policy.

11.4 **Award posting**

A true copy of this Award must be exhibited in a conspicuous and convenient place on the premises of the employer so as to be easily read by employees.

SCHEDULES

SCHEDULE ONE - TRAINCREW OTHER THAN OPERATIONS ASSISTANTS

For the purposes of this Schedule, "traincrew" means drivers, locomotive assistants, guards and rail car drivers.

S1.1 Hours of work, overtime, Meal breaks etc.

- (1) (a) *Ordinary hours* - The hours of all permanent full-time traincrew employees shall be 38 per week or an average of 38 hours in circumstances relevant to clause 6.1.3 of the Award.

- (b) *Ordinary shift* - For the purpose of clause S1.1 "ordinary shift" means any shift worked by any guard, driver or locomotive assistant from the 1st to the 10th shift inclusive in any fortnightly pay period:

Provided that time involved by an employee in sitting as a member of any Railway Appeal Board or Enquiry Board (up to a maximum of 8 hours on any one day) shall be deemed to be time worked for the purposes of clause S1.1(1).

- (c) The ordinary hours of work shall not exceed 10 hours on any day:

Provided that where the ordinary working hours are to exceed 8 on any day, the arrangement of hours will be subject to the agreement of the employer and the majority of employees concerned:

Provided further that where any arrangement of ordinary hours exceeds 8 on any day the relevant Union/s shall be notified in writing within 14 days of commencement of work under such arrangement.

- (d) *Preparation and cleaning* - Preparation for work, and cleaning up of the employee's person shall be in the employee's time, except where the employee undertakes very dirty work, or works with hazardous or toxic substances.

(2) 38 hour week - procedures for work area level discussions -

- (a) Management and representatives of all employees concerned in each work area shall consult over the most appropriate means of implementing and working a 38 hour week.

- (b) The objective of such Consultation will be to reach agreement on the method of implementing and working the 38 hour week.

- (c) The outcome of such Consultation shall be recorded in writing.

- (d) In cases where agreement cannot be reached as a result of Consultation between the parties, either party may request the assistance or advice of the secretary/s of the relevant Union/s and the industrial relations manager. This should occur as soon as it is evident that agreement cannot be reached.

- (e) Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by employees, the Chief Executive shall have the right to make the final determination as to the method by which the 38 hour week is implemented or worked from time to time.

- (f) After implementation of the 38 hour week, upon giving 7 days' notice or such shorter period as may be mutually agreed upon, the method of working the 38 hour week may be altered, from time to time, following negotiations between the Chief Executive and the employees concerned utilising the foregoing provisions of clause S1.1.

(3) *Limitation of hours - (excluding driver only operated trains and driver only operated shunt trains).*

- (a) When it appears that a shift of duty shall extend beyond 10 hours, wherever it is possible, traincrew employees requiring relief shall advise the proper Queensland Rail officer as soon as practicable but at the latest prior to completing 9 hours of duty. On receipt of such advice the Department shall arrange to have the traincrew employee relieved, to avoid, where possible, shifts in excess of 10 hours being worked, but such relief shall be provided within one hour of completion of 10 hours on duty - except in case of emergency or in extraordinary circumstances.
- (b) In the case of traincrew employee working to foreign depots, the following conditions shall apply when there is less than an 8 hour interval at the foreign depot between shifts:
 - (i) If the period off duty is 2 hours or less, the working shall be continuous, but time at the foreign depot for which payment is made shall not be deemed "working time".
 - (ii) If the period off duty is more than 2 hours and less than 8 hours, the time off in excess of 2 hours at the foreign depot shall be added to the limitation of hours of duty provided for in clause S1.1(3)(a).
- (c) The provisions of clause S1.1(3)(a) shall not necessarily apply to traincrew employees working in isolated areas or to traincrew employees working trains for Queensland Rail purposes such as construction trains and ballast trains.

(4) *Interval between shifts* - If 12 hours' interval occurs at the home depot between signing off and signing on, the time of each shift shall be computed separately. If the interval be less than 12 hours at the home depot, the time worked on the second shift shall be treated as a continuation of the first shift in calculating the overtime.

If 8 hours' interval occurs at a foreign depot between signing off and signing on, the time of each shift shall be computed separately. If the interval be less than 8 hours at a foreign depot, the time worked on the second shift shall be treated as a continuation of the first shift in calculating the overtime.

- (5) *Minimum of work* - Traincrew employees shall be paid a minimum of 4 hours at the ordinary rate applicable to the particular day for each shift of duty for which they sign on.
- (6) *Minimum break between shifts* - Where the break between signing-off and signing-on does not exceed one hour, continuous time shall be allowed. This shall be treated as Passive Time and shall not be counted for overtime purposes.

(7) *Weekly overtime* -

- (a) All time worked by any traincrew in excess of 38 hours in any weekly period, or an average of 38 hours in circumstances relevant to clause 6.1.3 of the Award, (excluding Sunday time) shall be deemed to be overtime and shall be paid for at the rate of time and a-half:

Provided that any time of which overtime rates are paid under clause S1.1(7)(b), shall not be subject to overtime in clause S1.1(7)(a):

Provided that time involved by an employee in sitting as a member of any Railway Appeal Board or Enquiry Board (up to a maximum of 8 hours on any one day) shall be deemed to be time worked for the purposes of clause S1.1(7).

- (b) (i) *Daily overtime* - Time worked in excess of 8 hours on any week day shall be paid for at the rate of one and a-half times the ordinary rate for the first 3 hours after which double time shall be paid:

Provided that where by mutual agreement pursuant to clause S1.1(1)(c) is reached, ordinary hours are worked which exceed 8 hours per day but do not exceed 10 hours per day the rate of time and one-half shall apply to time worked in excess of the ordinary daily hours so determined.

- (ii) *Shift work overtime* - In accordance with section 9(3) of the *Industrial Relations Act 1999*, for overtime worked in any calling in or in connection with which more than one shift per day is worked, employees shall be paid not less than double their ordinary rates of wages.

- (c) *Excess shifts* - Time worked on any shift in excess of 10 shifts in any fortnightly pay period shall be paid for at the rate of time and a-half for the first 2 shifts in excess of 10 shifts and at the rate of double time for any further shift or shifts thereafter:

Provided that any portion of excess shift (i.e. a shift in excess of 10 shifts in any fortnightly pay period) falling within Saturday time shall be paid for at the rate of double time:

Provided further that any time involved by an employee in sitting as a member of any Railway Appeal Board or

Enquiry Board, extending beyond 4 hours on any one day, shall be deemed to be a shift worked for the purposes of clause S1.1(7)(c). If any such sittings shall occur on a Saturday, the first proviso to clause S1.1(7)(c) shall not apply thereto.

(8) *Weekend penalty rates -*

- (a) All ordinary hours worked between 2400 on Friday and 2400 on Saturday shall attract an additional 50% payment.
- (b) All ordinary hours worked between 2400 on Saturday and 2400 on Sunday shall attract an additional 100% payment:

Provided that any time worked between 2400 midnight Friday and 2400 midnight Sunday will not be subject to payments covered by clause S1.1(10) of this Award.

(9) *Meal break -*

- (a) Arrangements shall be made in connection with train running for traincrew employees on trains other than passenger trains to have a break of 20 minutes without deduction of pay for a Meal not earlier than the 4th hour and not later than the 5th hour after commencing duty.

When traincrew employees are on duty for more than 8 hours similar arrangements shall be made with the same conditions to enable them to have a Meal between each succeeding 5 and 6 hours, except in cases where their anticipated time of arrival at their destination is within half an hour of the time fixed for an additional Meal:

Provided that at the time of arrival at the traincrew's destination, such traincrew is signed off duty in accordance with the applicable time allowance covered by clause S1.2(1):

Provided that the employer in its discretion may in any special case:

allow a break of more than 20 minutes, and may in such case treat the whole of the time so taken as Passive Time, that is, time not taken into account in calculating overtime; or

In the case of traincrew employees working shunting engines an interval of 20 minutes without loss of pay shall be arranged not earlier than the 4th hour and not later than the 5th hour after commencing duty.

- (b) Traincrew employees travelling passenger 160 km or more who are called upon to work a train departing within one hour of the time of the arrival of such train shall, at the point of departure, be allowed a break of 15 minutes for a Meal. The time shall be regarded as Passive Time and shall not be included in the day's work for overtime purposes.
- (c) *D.O.O. Meal breaks* - (i) Drivers of D.O.O. long distance air conditioned passenger trains shall be allowed one 10 minute break at a principal station nominated by the district officer.
 - (i) Drivers of "Spirit of Capricorn" and D.O.O long distance air conditioned passenger trains who work in excess of 260 kilometres on such trains shall be provided with a Meal.
- (d) D.O.O. freight trains - Drivers of D.O.O. freight trains shall be provided with a Meal break of 30 minutes in lieu of the 20 minutes prescribed in clause S1.1(9)(a).

(10) *Shift allowances*

- (a) (i) Except as otherwise provided, for all paid time on duty not subject to overtime penalty on the day on shifts on days other than a Saturday, Sunday or Public holidays an employee in receipt of an adult rate shall be paid:

- (A) 12.5% or \$1.6275 per hour (whichever is the greater) for an afternoon shift;
- (B) 15% or \$1.8745 per hour (whichever is the greater) for a night shift;
- (C) 12.5% or \$1.6275 per hour (whichever is the greater) for an early morning shift.

Provided that the dollar rates set out in clauses (A), (B) and (C) above will not be the subject of any increases as a result of a general ruling or state wage case decision from the Queensland Industrial Relations Commission. This will have an eventual effect of the percentage rates applying to all employees covered by clause S1.1(10)(a)(i).

- (ii) In calculating the allowances herein prescribed, broken parts of an hour of less than 30 minutes shall be disregarded and 30 minutes to 59 minutes shall be paid for as an hour.
- (iii) Traincrew employees shall be paid the allowance prescribed in clause S1.1(10)(a) when working overtime between the hours of 1800 and 0600 on days other than Saturdays, Sundays and public holidays.

- (b) *Shift loading* - In addition to the allowances prescribed herein an employee in receipt of an adult rate who signs on or off at or between 0001 and 0459 on Monday and 2359 Monday to Thursday to 0459 on Tuesday to Friday shall be paid for that shift a loading of \$4.95 provided that such loading is not payable on an overtime (or excess) shift.
- (c) *The allowance and/or loading* shall not be payable to employees paid at passive rates other than when travelling spare as part of a shift of duty.

(11) *Rostered Day Off* -

- (a) Traincrew shall be rostered off duty on at least one day in each week.
- (b) There shall be posted at all depots by noon on Friday a sheet listing the rostered days off of each traincrew and operations assistant for the following week.
- (c) Traincrew and operations assistants called upon to report for duty on a Rostered Day Off shall be paid for all time on duty on such day at one and a-half times the rate applicable to the day concerned.

(12) (a) *Guaranteed fortnightly minimum payment* -

- (i) A minimum payment as for 76 hours per fortnight at the ordinary rate of wage for the grade shall be made to any traincrew employee.

In satisfaction of such guarantee payment there shall be included all wages paid to the employee within the first 10 shifts, excluding penalties for shift work and for Saturday time, Sunday time, overtime and work performed by employees on a Rostered Day Off, as referred to in clause S1.1(11) and any entitlements to lying-off allowance as prescribed by clause S1.3(4)(a):

Provided that where time short of such minimum is caused by a strike by railway employees, or by the failure of the employee to perform any work allotted to or available for such employee or for any other cause, excepting floods and strikes in other industries, beyond the control of the Chief Executive during the period, the relevant minimum per fortnight shall not apply:

Provided further that the value of the difference between an employee's classified rate and that applicable to work performed in a higher class or classes shall be additional to the guaranteed fortnightly payment herein before prescribed.

Employees who work continuously in a higher class for the first 10 consecutive shifts in any pay period shall be entitled to receive the guaranteed payment provided in clause S1.1(12)(a) at the rate applicable to such higher class.

- (ii) Payment as prescribed for time actually worked on any of the holidays as set out in clauses 7.6.1, 7.6.2 and 7.6.3 shall not be included in satisfaction of the guarantee payment provided in clause S1.1(12)(a).

(b) *Guarantee payments, isolated depots* -

- (i) Traincrew on branch lines or at isolated depots, and also such wayside stations as the Chief Executive may determine, shall be paid as for 38 hours per week although the running time may be less than 38 hours.
- (ii) Sunday time shall not be taken into consideration for the purpose of calculating the guaranteed weekly payment. Payments made on an hourly basis i.e. altered and cancelled working other than as prescribed by the proviso to clause S1.3(4)(a) and travelling time as well as the actual hours or overtime at ordinary rate, shall be taken into consideration for the purpose of calculating the guaranteed weekly payment.

(13) *Walking time* - Walking time, as approved, which occurs after signing on duty and prior to signing off duty in any one shift shall be deemed to be time worked for the purpose of this clause S1.1(13).

(14) *Leisure day off* - (a) In addition to the Rostered Days Off provided for in clause S1.1(11) traincrew and operations assistants will be eligible to accrue a leisure day off every second fortnightly pay period. A due leisure day off will be provided for within the diagram or roster for the depot.

- (b) *Banking leisure day off* - Where the arrangement of ordinary hours of work provides for a leisure day off, the employer and the majority of employees concerned may agree to accrue up to a maximum of 5 leisure days off. Where such agreement has been reached, the accrued leisure days off shall be taken within 12 calendar months of the date on which the first leisure day off was accrued.
- (c) Should a traincrew employee be required to work on such nominated leisure day off, payment will be made at 150% for the first 3 hours and for the remainder at 200%:

Provided that time worked on a Sunday shall be paid in accordance with clause 6.1.2(b) of the Award:

Provided further that where such nominated leisure day off is worked, it shall not be counted as a shift of duty and shall be excluded from calculation of the guaranteed minimum payment as provided for in clauses S1.1(12)(a) and S1.1(12)(b)(ii).

- (15) *Return of hours worked* - at each depot where traincrew are stationed, a return shall be posted daily showing progressively the approximate number of hours which have been worked during the current fortnight. The return shall also show the hours worked during the next preceding fortnight, in each case Sunday time to be shown separately. Traincrew shall furnish a return of the hours worked on each shift immediately on returning to their home depot, otherwise they shall be booked off duty until such return is furnished. The daily return shall be compiled and lodged as soon as possible after it is received from the guard.
- (16) *Notification at home* - Traincrew booked off duty 8 hours or less previous to posting of running-sheet, who, on making inquiries, cannot ascertain when they will be next required for duty, shall, if they so request, be notified at their homes whether they are booked on or off. Where traincrew are booked off duty on any day, they shall be advised if they are booked on duty next day or not. Where a tucker box is required, such notification shall be given not later than 1500. In the event of such notification not being sent they shall be paid for not less than 2 hours whether they work or not. For the purposes of clause S1.1(16) "where a tucker box is required" means that traincrew are rostered for a working or job to be away from the home depot or temporary home depot for a period of 18 hours or more. Such period to be from signing on duty to signing off duty.

S1.2 Allowances

- (1) *Time allowances* - (a) The time allowed for traincrew employees for sign on/sign off, preparation and/or stabling and/or other requirements shall be not less than a time determined by actual tests carried out by the employer and a representative nominated by the secretary of the Union(s) concerned.

Where the times have been fixed, they shall remain in force so long as the duties and conditions remain unaltered.

- (b) In the event of changed conditions, the employer, either of its own volition or at the request of the secretary(s) of the Union may carry out additional tests in like manner as provided in this clause, for the purpose of determining the times to be allowed to cover these circumstances. In the event of disagreement the matter shall be dealt with in accordance with the grievance and dispute settlement procedure.
- (c) Provided that the following times shall remain in force until such time as time allowances are agreed in accordance with the clauses S1.2(1)(a) and (b):
- (i) when qualified traincrew are required to perform rail car motor duties they shall be allowed 30 minutes for such motor duties and 15 minutes for traffic duties before departure and at completion of the trip;
 - (ii) when a qualified traincrew in charge of a rail car consisting of 2 power cars and are required to perform motor duties shall, in addition to the time allowance prescribed in clause S1.2(1)(c)(i) above, be allowed 15 minutes for additional motor duties before departure and at the completion of the trip;
 - (iii) when a qualified traincrew is required to work a second trip on a rail car, nor more than 6 hours after having completed a first trip on such rail car required to carry out car duties shall be allowed 15 minutes for such duties before departure and not the time allowance prescribed in clauses S1.2(1)(c)(i) and (ii) above.
- (2) *Train operation allowances* - (a) *single driver allowance* - Drivers of electric multi units, inter city express trains, one-enginecrew suburban passenger trains and rail cars shall be paid an allowance per hour in addition to the rate of pay for Level 3(3)(Operations Stream) or Level 4 (Operations Stream, tutor driver) as the case may be.

This allowance shall be 5 percent of level 2(3) of the Operations Stream contained in clause 5.5.6 of the Award.

- (b) *D.O.O. allowance* - Drivers of locomotives handling trains worked by a driver only (D.O.O.) and drivers of one-enginecrew Locomotives hauling long distance air conditioned passenger trains shall be paid an allowance per hour in addition to the rate of pay for Level 3(3) (Operations Stream) or Level 4 (Operations Stream, tutor driver) as the case may be.

This allowance shall be 20 per cent of the rate of level 2(3) of the Operations Stream contained in clause 5.5.6 of the Award.

- (c) the allowances prescribed in clause S1.2(2)(a) and (b) shall be paid for the purposes of clause 4.11 "higher grade" and clause 7.2.5 "Higher class credit for annual leave" of this Award.

The allowances will be paid for overtime and penalty payments.

(d) *D.O.O. - Single electric locomotive payment -*

- (i) As distinct from the conditions stated in clause S1.2(2)(f) to which the allowances specified therein are to apply, this allowance is payable for each shift to a driver of a driver only operated single electric locomotive in restricted circumstances being that except for the use of that D.O.O. Single electric locomotive on the particular trip, the length/size of the train and the nature of the terrain would have necessitated hauling the train by 2 diesel electric locomotives in tandem;
- (ii) The allowance shall be 1/3 of that prescribed in clause S1.2(2)(f);
- (iii) A shift is the period from sign on to sign off but for the purpose of this allowance, working from home depot to foreign depot and return shall constitute 2 shifts irrespective of the time spent at the foreign depot, provided of course that such train as above referred to in clause S1.2(2)(d)(i) above is worked each way by the driver;
- (iv) The allowance will stand alone and will not be taken into consideration in the calculation of overtime or other penalty payments;
- (v) The allowance will not be taken into account in the determination of guaranteed payments under clauses S1.1(12)(a) and (b).
- (vi) The allowance will be paid on the following basis when the shift is less than 8 hours:

4 hours or more	Full allowance.
More than one hour but less than 4 hours	Half allowance.
One hour or less	1/8 of full allowance.
- (vii) This allowance is not payable when yard shunting only is performed or when shunting at terminal station;
- (viii) This allowance is not payable in addition to the allowances prescribed in clause S1.2(2)(f).
- (ix) This allowance shall be calculated to the nearest 10 cents with amounts of less than 5 cents to be disregarded and amounts of 5 cents and over to be considered 10 cents; and
- (x) This allowance is isolated to factors applying as at 11 October 1989 resulting from the D.O.O. Train Agreement. To ensure its integrity the parties have recorded and filed agreed details with the Industrial Registrar of trains to which clause S1.2(2)(d) has application.

- (e) *D.O.O. shunting operation allowance* - Drivers and tutor drivers of shunting locomotives working in Driver Only Operation (D.O.O.) mode shall be paid an allowance of 9% of their ordinary rate of pay, in addition to their ordinary rate of pay.

This allowance shall be paid for the purposes of clause 4.11 "higher grade" of the Award.

This allowance shall also be paid for overtime and penalty payments when D.O.O. is worked with a minimum of 4 hours.

- (f) *Multi-header allowances* - Every traincrew employee shall receive and be paid, in addition to the rates prescribed by this Award, allowances when working a train hauled by 2, 3 or more electric or diesel electric locomotives in tandem as follows:

- (i) The allowance per shift payable to traincrew employees of trains operated by 3 electric or diesel electric locomotives in tandem shall be 40 percent of the classified ordinary rate of pay applicable to the class of work performed.
- (ii) In the case of crews of trains operated by 4 or more electric or diesel electric locomotives in tandem, the allowances per shift shall be increased by 50 per cent of that payable to crews of triple header trains for each additional locomotive above 3.
- (iii) The allowances will not be taken into account in the determination of guaranteed payments under clauses S1.1(12)(a) and (b).
- (iv) The allowance per shift payable to traincrew employees operated by 2 electric or diesel electric or 2 diesel hydraulic locomotives in tandem shall be 50 per cent of the allowance payable to the crews of trains hauled by 3 locomotives in tandem.
- (v) The allowances prescribed in clauses S1.2(2)(f)(i), (ii) and (iii) above shall be calculated to the nearest 10 cents with amounts less than 5 cents to be disregarded and amounts of 5 cents and over to be considered 10 cents:

Provided that the following conditions shall apply in the calculation of these allowances:

- (A) A shift is the period from sign on to sign off but for the purpose of these allowances, working from the home depot to the foreign depot and return shall constitute 2 shifts irrespective of the amount of time spent at the foreign depot, provided of course, that a train hauled by 2, 3 or more electric or diesel electric locomotives and/or locotrol equipped is worked each way by the crew.
- (B) The allowances will stand-alone and will not be taken into consideration in the calculation of overtime or other penalty payment.
- (C) If it is found necessary, when running empty, to cut out one or more of the electric or diesel electric locomotives (2, 3 or more), the payment of the allowance will not be affected.
- (D) Provided that, if for any reason, it becomes necessary to relieve a member of the crew working a train hauled by 2, 3 or more electric or diesel electric locomotives, the allowance shall be paid subject to the following:

For any period of 4 hours or more the full allowance shall be paid. For any period of more than one hour but less than 4 hours an allowance equal to one-half of the full allowance shall be paid.

For any period of one hour or less an allowance equal to one-eighth of the full allowance shall be paid.

- (E) The provision of clause S1.2(2)(f) shall not apply to employees performing shunting duties with a train hauled by 2, 3 or more electric or diesel electric locomotives at terminal station.
- (g) *Locotrol equipment allowance* - Traincrew employees working trains upon which Locotrol equipment is in operation shall receive the following allowance:

- (i) *Drivers* - An amount equal to one and one-half times the allowance payable to traincrew employees working a train hauled by 2 locomotives in tandem as prescribed in clause S1.2(2)(f)(iv).

This allowance shall be calculated to the nearest 10 cents with amounts less than 5 cents to be disregarded and amounts of 5 cents and over to be considered 10 cents.

- (ii) *Locomotive assistants and guards* - An amount equal to the allowance payable to traincrew employees working a train hauled by 2 locomotives in tandem as prescribed in clause S1.2(2)(f)(iv).

This allowance shall be in addition to any other allowance and/or rates prescribed by this Award.

- (A) In determining "a shift" the same provisions as are contained in clause S1.2(2)(f)(v)(A) shall apply.

- (B) The allowance shall stand-alone and will not be taken into consideration in the calculation of overtime or other penalty payment.

- (C) This allowance will not be taken into account in the determination of guaranteed payments under clauses S1.1(12)(a) and (b).

- (3) *Shed and workshop disability allowance* - Drivers and locomotive assistants employed in electric train sheds, locomotive sheds and workshops where locomotives are stationed who move such locomotives for all purposes, including the coupling and uncoupling of multiple consists as required, shall be paid a disability allowance of 30.55c per hour or part thereof with a maximum of \$2.43 per shift.

S1.3 Away from home allowances, travelling allowances temporary transfers lying off allowances etc.

- (1) *Away from home allowance* - (a) Traincrew employees and porters and junior porters working rail cars when away from the place at which they are stationed shall be granted an allowance at the following scale:

	\$
10 to 16 hours	10.90
Over 16 to 24 hours	21.80
Over 24 to 32 hours	32.70
Over 32 to 40 hours	43.60

and \$10.90 for each subsequent period of 8 hours or part thereof thereafter with a maximum of \$299.10 per week. Periods of less than one week after the first week shall be paid for on a *pro rata* basis.

- (b) For the purpose of clause S1.3(1), time away from home shall be computed from the time of signing on to the time

of signing off. When traincrew employees pass through their home station they shall be deemed to be away from home unless the interval between their arrival and departure exceeds 3 hours and unless they are off duty some of such time.

(2) *Travelling* - (a) Traincrew employees travelling long distances shall be allowed 8 hours' pay for every 24 hours travelling. If travelling 8 hours or less they shall be paid for actual time travelling. This shall be regarded as Passive Time, and shall not be included in the day's work for overtime purposes.

(b) When travelling at night, sleeping berths shall be supplied if available. Where sleeping berths are not available, other suitable arrangements shall be made and rug and pillow with a clean pillowslip supplied.

(3) *Temporary transfers* - Traincrew employees temporarily transferred (including traincrew employees sent to relieve) from their homes to meet the exigencies of the service shall be paid as under:

(a) For the first 6 weeks - The allowances provided in clause S1.3(1), when away from their permanent home station.

(b) After 6 weeks - The allowances provided in clause S1.3(1), when away from their temporary home station. traincrew however, shall also be paid \$32.70 per day, including Sundays, in addition to their ordinary wages.

(c) The "lying off" allowance provided in clause S1.3(4) applies only when lying off away from the temporary home station from the date of temporary transfer or relief.

(d) No transfer of an employee shall be regarded as permanent unless it is for a period of not less than 3 months, or unless another transfer is arranged at the employee's own request.

(e) Provided that no transfer shall be regarded as permanent when an employee is instructed to take up duty at a place away from such employees home depot or place of employment pending the permanent filling of a vacancy at that place, or to relieve an employee who is on annual leave, sick leave, or off duty for any other reason; or, in the case of employees on seasonal transfer for a period of less than 6 months.

(4) *Lying off allowance* - (a) The allowance for traincrew, porters or junior porters assisting guards, porters and junior porters working rail cars lying off away from their homes shall be as under:

Under 12 hours	Nil
12 hours	2 hours

and the rate of 30 minutes for each additional hour or part thereof.

This allowance shall not be paid in addition to altered and cancelled workings allowance, but whichever is the greater shall be paid:

Provided that where altered and cancelled workings allowance represents the greater entitlement that portion of such entitlement which equates with the lying off allowance which would otherwise be payable except for this provision shall be excluded from the calculation of the guaranteed minimum payment under clauses S1.1(12)(a) and (b).

(b) For the purpose of clause S1.3(4), "lying off away from home" shall be computed from the time of signing off duty until signing on for return:

Provided that for the purpose of computing the time lying off away from home, all time between signing off duty and signing on for return home shall be taken into consideration less only any time for which the employee is otherwise paid.

(c) Lying off time on Saturdays, Sundays, and public holidays shall be paid for at the rate applicable to such days.

(5) *No equipped quarters* - Where equipped quarters are not available, an allowance of \$10.50 for a Meal and/or \$34.00 for a bed shall be made. This shall not apply to traincrew employees on temporary transfer. When payment is made under clause S1.3(5), the allowance provided for under clause S1.3(1) shall not be paid, but whichever is the greater shall be paid:

Provided that when a bed is not available at the quarters and a traincrew employee is necessarily obliged to obtain such accommodation at a hotel or boarding-house, the employee shall be entitled to receive payment of \$34.00 for a bed in addition to any allowance which may be payable under clause S1.3.

In any case where a traincrew employee satisfies the employer that an extra expense for a Meal or bed has been incurred by the employee, the employer may make such an allowance as will reimburse the employee for such additional expense.

S1.4 Altered and cancelled workings, emergency or detention money, cancelled tucker box allowance

(1) *Altered and cancelled workings* - (a) (i) When traincrew employees on reporting for duty find that their working has been altered to a later hour or the working is cancelled and replaced with another working due to start at a later hour and the new book on time in either case is within 8 hours of the previous book on time, they shall be paid continuous time from the first reporting, with a maximum of 2 hours.

(ii) When traincrew employees are informed at their residence or quarters, 2 hours or more prior to the time they were due to sign on, that their working has been altered to a later hour, or the working is cancelled and replaced with another working due to start at a later hour and the new book on time in either case is within 8 hours of the previous sign on time, they shall be allowed one hour's pay:

Provided that the 2 hours or the one hour, as the case may be, shall be regarded as Passive Time, and shall not be counted in the day's work for overtime purposes.

Provided further that this allowance if payable on Saturdays, Sundays, consecutive days off and on public holidays shall be paid at the rate applicable to such days.

(b) If traincrew employees are booked to sign on and find that they are not required for the purpose for which they were booked within 8 hours of the time they would have signed on, they shall be paid as for 4 hours' work for each such occasion they find they are not required.

(c) If traincrew employees are booked to sign on and their working is cancelled, but are given other work earlier than the work, which has been cancelled, they shall not be entitled to this allowance.

(2) *Emergency or detention money* - If less than 2 hours notice be given to a traincrew employee in the day time, or notice be given after 2200 to sign on for duty commencing before 0600 the following day, or if a traincrew employee is detained longer than anticipated, an allowance shall be paid as shown hereunder:

(a) When a traincrew employee is called out on emergency work exceeding 4 hours, or detained on a working longer than anticipated for a period in excess of 2 hours, \$10.50 for a Meal shall be paid.

(b) For each subsequent 4 hours' emergency work or detention, an additional \$10.50 Meal allowance shall be paid.

(c) The maximum Meal allowance for each 24 hours (computed from the time traincrew employee's sign on for emergency work) shall be \$31.50 for 3 Meals.

If bed and bedding is not provided in quarters at a foreign station where a traincrew employee is required to camp on an emergency trip, \$34.00 allowance for a bed shall be paid.

When payment is made under this Schedule the away-from-home allowances provided in clause S1.3(1)(a) shall not be paid.

In any case not literally within the provisions of clause S1.4(2), when a traincrew employee satisfies the employer that extra expense has been incurred for Meals or a bed in an emergency, it will be at the discretion of the employer to make such allowance as the circumstances warrant.

(3) *No advice next working in ex foreign depot* - When traincrew employees who on returning to their home depot sign-off after 1700, and are required for duty before 0800 the next day, their homes shall be advised not later than 1500. Should their homes not be advised, an allowance of 2 hours' pay at ordinary rate shall be made.

(4) No traincrew employee shall be booked off duty between the hours of 2300 and 0600 except when finishing a shift.

(5) *Tucker box workings* -In the case of employees being booked to work a train which would necessitate their being away from their home depot or temporary home depot for a longer period than 18 hours, such period to be from signing on duty to signing off duty, should such run be altered to return them to their home depot or temporary home depot in less than 12 hours such period to be from signing on duty to signing off duty and should such alteration not be notified 8 hours before signing on, an allowance equal to 2 hours shall be granted as compensation for their preparation for a long run.

To meet the provisions of clause S1.4(5) the running-sheet when posted shall show thereon, in case of employees booked to work away from their home depot, when such employees are to be away longer than 18 hours, otherwise the allowance provided for herein shall be paid.

S1.5 Two driver operations

(1) *Duration of shifts* - (a) All 2 driver shifts of duty including captive yard shunt locomotives and as required shifts of duty are to be treated as working hours inclusive of sign on/off and passive/spare travel.

(b) 2 driver operation shifts may be rostered a maximum shift length of 11 hours and be considered as working hours.

- (c) Where agreed, following Consultation on a location by location basis, shift lengths may be a maximum of 12 hours' duration. It is a proviso of clause S1.5(1) that agreement should not be unreasonably withheld unless there are extraordinary circumstances prevailing.
- (d) Where it appears that a 2 driver shift of duty will extend beyond 11 hours the traincrew and control shall liaise regarding the provisions of relief to avoid shifts in excess of 11 hours being worked. Relief will be provided to enable the traincrew to be signed off at 11 hours in accordance with clause S1.5(1)(a), except in the case of an unavoidable necessity or in circumstances beyond the employer's control.
- (e) In the case of a 2 driver operations crew working or travelling spare to or from a foreign depot, the following conditions will apply when there is less than 8 hour interval at the foreign depot:
 - (i) Where the period off duty is less than 2 hours, the working will be continuous for relief purposes.
 - (ii) Where the period off duty is more than 2 hours and less than 8 hours the time off in excess of 2 hours at the foreign depot shall be added to the limitation of hours provided in clauses S1.5(1)(b) and (c).

(2) *Remuneration* - (a) Remuneration of all 2 driver operations shifts of duty will be paid at ordinary time rates of pay.

(b) Hours worked in excess of 11 hours per shift shall be paid at the rate of time and a-half for the time worked between the 11th and twelfth hour. All work after the twelfth hour will be paid for at the rate of double time.

(c) All ordinary time worked by train crew in excess of 38 hours in any weekly period (excluding Saturday and Sunday time) shall be deemed to be overtime and shall be paid for at the rate of time and a-half.

S1.6 Miscellaneous provisions

(1) *Other classifications moving locomotives* - (a) Diesel engineers, engineers (mechanical and electrical), diesel testing officers, foremen and workgroup leaders may move locomotives, rail cars and electric train units on roads in sheds and workshops, provided movement to another road over switching points is not involved.

(b) Notwithstanding the provisions of clause S1.6(1)(a), the movement over switching points but within the locomotive servicing depots specified below may be carried out by those classifications listed in clause S1.6(1)(a) and tradespersons at the following locations:

Cloncurry, Emerald, Mackay, Portsmith, Pring, Roma and Mayne (A, B and C Roads, A Loop and steam cleaning roads and adjacent storage roads).

(2) *Tutor driver* - When the tutor driver is directed to instruct locomotive drivers who are in receipt of a rate of pay in excess of that of Driver Class II, i.e. in single manning or Driver Only Operation situations, the tutor driver is to be paid the single manning allowance or D.O.O. Allowance in addition to the classification rate of pay for tutor driver. ("Staffing")

(3) *Traincrew* - A list of the names of the employees classified from time to time shall be published in the "weekly notice".

A complete classification list shall be furnished to the respective Unions; such list to be kept up to date by adding periodically all new appointments, advice of which shall be given to the Unions.

(4) *Shunting time* - Work in excess of the time herein before allowed shall not be paid for unless shown on the guard's time and occurrence sheet or driver's daily report.

(5) *Posting running-sheet* - Traincrew employee's running-sheet shall, as far as possible, be posted daily not later than 1400 except Saturday, when it shall be posted not later than 1200, the sheet posted on Saturday shall show both Sunday's and Monday's working.

(6) *Calling traincrew* - Traincrew at foreign depots shall be called for duty if desired.

(7) *Wages not to be reduced* - Traincrew shall receive not less than their classified rate of pay, irrespective of the class of work performed.

(8) *Equalisation of time* - The officer in charge of traincrew working shall equalise the time offering as far as practicable among the traincrew.

(9) *Advice to traincrew employee's home station* - When a traincrew is at a foreign station, such station shall send, not later than 1400, to the traincrew employee's home station, advice of that traincrew employee's return working.

(10) *Acting guards learning the road* - Employees utilised to act as guards shall, while learning the road be paid at the rate

of OS2.4 as provided in clause 5.5.6.

- (11) *Excursion trains* - Traincrew working excursion trains shall be paid for 8 hours if their absence from the home station is not less than 8 hours, although the running time may be less than 8 hours.

SCHEDULE 2 - CATERING AND ON BOARD SERVICES STAFF

S2.1 Passenger attendants, passenger services supervisors

- (1) *Hours* - The salaries of car conductor, senior car conductor, passenger attendant and passenger services supervisor shall be in payment for work up to 38 hours per week, Sunday inclusive. Excepting where an agreed method of working the 38 hour week under clause 6.1.4 of the Award otherwise determines, no overtime shall be paid unless the time worked exceeds 38 hours per week, in which case overtime at the rate of time and a-half for the first 3 hours and double time thereafter shall be paid:

Provided that time worked on a Sunday shall be paid in accordance with clause 6.8 week-end penalty rates of the Award.

- (b) In addition to the wages for car conductor, senior car conductor, passenger attendant and passenger services supervisor, an amount of \$3073.20 per annum shall be paid to cover away from home and other allowances, but this allowance of \$3073.20 shall be counted as part of the salary for the purposes of calculating overtime.
- (2) *Acting passenger attendants and acting passenger services supervisors* - Employees acting as passenger attendants for less than one week at a time, or employees other than passenger attendants, acting as passenger services supervisors for less than one week at a time, shall be paid the travelling allowances prescribed in clause 8.3 of this Award.
- (3) No passenger attendant or passenger services supervisor shall have charge of more than 2 first class sleeping cars and one economy class sleeping car. A passenger attendant or passenger services supervisor may have charge of a maximum of 42 first class sleeping berths without any economy class sleeping berths.
- (4) *Travelling spare* - Employees travelling spare shall be paid for 10 minutes before the departure and for 5 minutes after the arrival of the train.
- (5) *Lying off* - (a) The allowance for employees lying off away from their homes shall be as under:

Under 12 hours	Nil
12 hours	2 hours

and at the rate of 30 minutes for each additional hour or part thereof.

- (b) For the purpose of clause S2.1(5) "lying off away from home station" shall be computed from the time of signing off duty until signing on for return:
- Provided that for the purposes of computing the time lying off away from the home station, all time between signing off and signing on for return shall be taken into consideration less only any time for which the employee is otherwise paid:
- Provided further that the time off duty between workings on trains as distinct from travelling spare shall be added to the time off duty in foreign quarters in determining the qualifying period for the payment of this allowance.
- (c) Lying off time on Saturdays, Sundays and public holidays shall be paid for at the rate applicable to such days.
- (d) Payments made for lying off time shall be excluded in the compilation of the Award weekly wage rate.
- (6) An allowance of 15% or \$1.9365 per hour (whichever is the greater) will be paid for all ordinary hours worked between the hours 1800 and 0600 on days other than Saturday and Sundays.

Provided that the dollar rates set out in clause S2.1(6) above will not be the subject of any increases as a result of a general ruling or state wage case decision from the Queensland Industrial Relations Commission. This will have an eventual effect of the percentage rates applying to all employees covered by clause S2.1(6).

- (7) *Deferred sign on time* - When an employee is advised at the employees residence or Queensland Rail provided accommodation not less than 2 hours before commencement of a rostered working shift, that such starting time has been altered to a later hour, such employee shall be allowed one hour Passive Time. If such advice is provided in less than 2 hours, the employee shall be allowed 2 hours Passive Time.

Such pay shall be calculated at the rate applicable to the particular day and shall not be taken into account for the purpose of calculation of overtime.

The original deferment shall not be less than one hour.

Catering services staff

S2.2 Hours

- (1) The ordinary working hours shall be those allowed for under clause 6.1.3 (Implementation of the 38 Hour Week) of the Award.
- (2) Such ordinary daily hours shall be worked within a period of 10 hours from the time of commencement of the first turn of duty. Any time worked outside the period of 10 hours shall be paid for at overtime rates.

S2.3 Overtime

- (1) *Overtime* - All time worked in excess of the hours prescribed in clause S2.2 and all time worked on Sundays shall be deemed to be overtime provided that payment made for the actual hours of overtime on any day and/or for duty on Sundays (excluding the penalty component) of "on-train" staff shall be included in the compilation of the Award weekly wage.

All overtime worked in any one day shall be paid for at the rate of time and a-half for the first 3 hours and at the rate of double time thereafter except that all time worked on Sunday shall be paid for at the rate of double time.

- (2) *Interval between shifts* - In 10 hours interval occurs at the home station between signing off and signing on, the time of each shift shall be computed separately. If the interval be less than 10 hours at the home station, the time worked on the second shift shall be treated as a continuation of the first shift in calculating overtime:

Provided that the aforementioned 10 hours may be substituted by 8 hours:

- (a) For the purposes of facilitating the changeover from one week's rostered working to the next; or
- (b) When working on dining cars, club cars, food bar cars or lounge cars, and/or required to lay off in foreign quarters away from the rooms to which an employee is attached, if 8 hours interval occurs between signing off and signing on, the time of each shift shall be computed separately. If the interval be less than 8 hours, the time worked on the second shift shall be treated as a continuation of the first shift in calculating overtime.

S2.4 Away from home

- (1) *Free meals* - Employees rostered for duty which takes them away from their home station shall be provided with Meals free of charge while away. Such Meals shall consist of wholesome, good and well-cooked food.

In a situation where Queensland Rail is unable to provide Meals to employees when away from their home station, an allowance of \$10.50 for each Meal shall be made.

For the purpose of this subclause, Meals shall consist of breakfast, lunch and dinner and shall fall due at 0700, 1230 and 1800 respectively.

Queensland Rail shall not be required to provide a Meal or pay a Meal allowance to any employee departing from or returning to the home station if such employee:

- (a) Signs on at the home station after 0700;
- (b) Signs off at the home station before 0700;
- (c) Signs on at the home station after 1230;
- (d) Signs off at the home station before 1330;
- (e) Signs on at the home station after 1800; or
- (f) Signs off at the home station before 1830.

Notwithstanding any provision contained in clause S2.4(1) an on-train employee working continuously for more than 6 hours beyond the evening Meal shall be entitled to an additional Meal or Meal allowance.

- (2) *Sleeping accommodation* - Employees rostered for duty away from their home station overnight shall be provided with a sleeping berth or accommodation of a reasonable standard.

S2.5 Travelling spare

On-train staff travelling spare shall be paid for 10 minutes before the departure and for 5 minutes after the arrival of the train.

S2.6 Lying-off time

- (1) Employees covered by this part of the Award who are required to work on dining cars, food bar cars, club cars, or lounge cars, shall be entitled to receive payment of the following allowance while lying off away from their home station:

Under 12 hours	Nil
12 hours	2 hours
and the rate of 30 minutes for each additional hour or part thereof.	

- (2) For the purpose of clause S2.6(1), "lying off away from home station" shall be computed from the time of signing off duty until signing on for return:

Provided that for the purposes of computing the time lying off away from the home station, all time between signing off duty and signing on for return shall be taken into consideration less only any time for which the employee is otherwise paid:

Provided further that the time off duty between workings on trains as distinct from travelling spare shall be added to the time off duty in foreign quarters in determining the qualifying period for the payment of this allowance.

- (3) Lying off time on Saturday, Sundays and public holidays shall be paid for at the rate applicable to such days.
- (4) Payments made for lying off time shall be excluded in the compilation of the award weekly wage rate.
- (5) *Deferred sign on* - When an employee is advised at the employees residence or Queensland Rail provided accommodation not less than 2 hours before commencement of a rostered working shift, that such starting time has been altered to a later hour, such employee shall be allowed one hour Passive Time. If such advice is provided in less than 2 hours, the employee shall be allowed 2 hours Passive Time.

Such pay shall be calculated at the rate applicable to the particular day and shall not be taken into account for the purpose of calculation of overtime.

The original deferment shall not be less than one hour.

S2.7 Other conditions

- (1) *Quarters* - Where employees occupy quarters, at home depots, supplied by the employer, the employer shall be entitled to deduct \$3.00 per week from the fortnightly rates of pay prescribed for such employees in clause 5.5.6 of the Award.
- (2) (a) *Queenslander grooming allowance* - Employees selected to work on the "Queenslander" service shall be paid a grooming allowance of \$26.40 per round trip to Brisbane to Cairns and return to meet any additional costs associated with the purchase of shoes of a type and colour specified by the employer, stockings, hairdressing and make-up.
- (b) In the event that an employee so selected is unable to complete the round trip for any reason such employee shall receive payment of the allowance on a *pro rata* basis.

"*Pro rata*" means the number of hours on duty in relation to the hours actually taken for the round trip.

- (3) *Uniforms* - (a) Where employees are required to wear special uniforms or overalls, these shall be supplied and laundered at the expense of Queensland Rail. Aprons shall be supplied to staff in dining rooms and dining cars.

Queensland Rail shall be deemed to have met the obligation to arrange for laundering of special uniforms or overalls in an allowance at the rate of \$1.84 per week for full-time staff and 36.70 cents per shift for casuals is paid to the employees concerned. The allowance shall not be paid when the employee is absent upon leave.

Store attendants

S2.8 Hours

- (1) The ordinary working hours shall be those allowed for under clause 6.1.3 (Implementation of the 38 hour week) of the Award.
- (2) (a) Where practicable, Broken Shifts shall not be worked.
- (b) Employees required to work Broken Shifts show starting and finishing times extend beyond 10 hours shall have the whole of the time outside that period paid for at overtime rates.

S2.9 Overtime

- (1) Time worked in excess of the ordinary working hours on any one day shall be paid the rate of time and a-half for the first 3 hours and at double time thereafter.
- (2) Employees required to work overtime on Saturdays shall be paid at the rate of time and a-half for the first 3 hours and at double time thereafter.
- (3) *Interval between shifts* - If 10 hours interval occurs between signing off and signing on, the time of each shift shall be completed separately. If the interval be less than 10 hours, the time worked on the second shift shall be treated as a continuation of the first shift in calculating overtime.

Providing that the aforementioned 10 hours may be substituted by 8 hours:

- (a) For the purposes of facilitating the changeover from one week's rostered working to the next; or
- (b) Where the shift is worked by arrangement between employees themselves.

SCHEDULE 3 - WORKSHOPS, ROLLINGSTOCK MAINTENANCE, SIGNALS AND TELECOMMUNICATIONS AND INFRASTRUCTURE EMPLOYEES

S3.1 General

Preamble - The conditions of employment contained below shall apply to all workshops, rollingstock maintenance, signal and telecommunications and infrastructure employees (excluding part-time and casuals).

- (1) *Ordinary working hours* - The ordinary working hours shall be those allowed for under clause 6.1.3 (Implementation of 38 hour week) of the Award and, except for infrastructure employees engaged under conditions relevant to clause S3.4 and employees working in the rollingstock maintenance area, where ordinary hours are worked on a Saturday payment shall be made at the rate of 150% for the first 3 hours and 200% for the remainder.

Infrastructure employees engaged under conditions relevant to clause S3.4 and employees working in the rollingstock maintenance area will be paid in accordance with clause 6.7 for ordinary hours worked on a Saturday.

- (2) *Day workers - spread of hours* - The spread of hours for day workers within which the ordinary hours are to be worked shall be from 0600 to 1800 hours. All work outside of the spread of ordinary hours shall be paid at overtime rates:

Provided that in the case of infrastructure employees, and where not less than 75% of the employees that comprise a gang (including the ganger, leading hand or foreperson) agree, the Chief Executive, Queensland Rail may approve the spread of hours to commence earlier.

- (3) *Interval between shifts* - (a) An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty between those times, shall subject to clause S3.1(3), be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary time occurring during such absence.

If on the instructions of the employer such an employee resumes or continues work without having had such 10 consecutive hours off duty, that employee shall be paid overtime rates until released from duty for such period and the employee shall then be entitled to be absent until having had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

The provisions of clause S3.1(3) shall apply in the case of shift workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked -

- (i) for the purpose of changing shift rosters; or
- (ii) where a shift is worked by arrangement between the employees themselves; or
- (iii) a shift worker does not report for duty.

Provided that clause S3.1(3)(iii) shall not apply to non-trade staff engaged in running sheds.

- (b) An employee who works so much overtime that they have not had at least 10 consecutive hours off duty during the 15 hours immediately preceding their ordinary commencing time the day following 2 consecutive days off or an observed public holiday, shall subject to clause S3.1(3)(b) be released after the completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary time occurring during such absence.
- (4) *Crib breaks during overtime* - Employees who are required to continue work after their usual ceasing time shall be entitled to a 30 minute crib break after 2 hours, or after one hour if overtime continues beyond 1800 hours.

After each further period of 4 hours the employee shall be allowed 45 minutes for crib. No deduction of pay shall be made in respect of any such crib breaks.

- (5) *Waiting time* - If an employee be sent to work away from the employee's home depot and is required to wait for a train to return to the employee's home depot that employee shall be paid for such waiting time at passive rates.
- (6) *Putting tools in order* - employees shall be allowed such reasonable time as the employer deems necessary during working hours in each week to put their tools, benches and (or) machines in order.
- (7) *Home station in "Brisbane Suburban Area"* - Where infrastructure employees who have a home station in the Brisbane Suburban Area are required to work all or part of an ordinary working week outside of the Brisbane Suburban Area, such employees shall be worked in accordance with clauses S3.1(1) and (2).
- (8) *Wet weather, infrastructure employees* - All time lost through wet weather shall be paid for:

Provided the employees turn up to work and hold themselves in readiness. The ganger or employee placed in charge shall decide whether it is or is not too wet to work:

Provided that in any situation where employees are exposed to rain to the extent that their clothing becomes saturated with water, double rates shall be paid until such time as the employee finishes work or is able to change into dry clothing.

- (9) *Wet conditions - infrastructure and signal and telecommunications employees*

When employees are required to work in such places that cause their clothing to become saturated with water, an extra 100% shall be paid until the employee finishes work or is able to change into dry clothing.

Provided that when payment of this allowance is deemed applicable, the allowance in clause 5.13.3(a) will not be payable.

S3.2 Workshops and rollingstock maintenance employees

The conditions of employment contained below shall apply to workshops and rollingstock maintenance employees only.

Shift work

- (1) *Definition* - "Shift work" means work done by separate relays of employees working recognised hours, preceding, during or following the ordinary working hours.
- (2) *Application* - (a) Work may be done by shift workers on night shift, and payment for night shifts shall be at one and a-quarter times the employee's ordinary day rate.

Night shift payment shall be paid for all shift work occurring between the hours of 1615 and 0730.

Notwithstanding the above, the rostered ordinary hours of duty for day workers shall be established as provided for by clause S3.1(2) of the Award.

- (b) An employee who works on an afternoon or night shift which does not continue for at least five successive afternoon or night shifts in a week shall be paid for such shifts at overtime rates for those shift hours which fall within the hours prescribed in clause S3.2(2)(a). Such overtime rates will also apply where a weekly roster includes a mixture of rostered day shifts and either afternoon or night shifts.

Clause S3.2(2)(b) will not apply to any week in which an employee is prevented from working five full successive afternoon or night shifts due to:

- (i) a public holiday where the employee is booked off duty, breaking the rostered sequence; or
 - (ii) the employee being absent from work due to illness or leave, including training, where such occurrence breaks the rostered sequence; or
 - (iii) the roster not providing for five ordinary shifts for the week due to the averaging of ordinary hours of work over an agreed work cycle of more than one week, resulting in one or more leisure days off occurring during one of the weeks in the work cycle.
- (c) Any employee working 5 full night shifts in succession shall be considered a night shift worker for the whole of that week and paid night shift rates for work done between the usual ceasing and starting times of the day shifts.

(d) Workshops employees working in running sheds (where only one of a class is employed at small depots) who do not perform their work within the prescribed hours for day workers in clause S3.1(2) shall be paid night shift rates for the whole of such work.

(e) In the case of shift workers, each employee shall be allowed 30 minutes in each shift for crib, which shall be taken at such time as not to cause a stoppage of work, and no deduction shall be made therefore from the employees' wages.

(3) *Broken time* - All employees working irregular or broken time shall be paid ordinary rates for work done during the recognised hours of day work and ordinary overtime rates for work done outside those hours. Travelling time and fares shall be allowed for the interim journey.

(4) *Limit of overtime* - No employee shall be required to work more than 12 hours overtime in any one week, urgent repairs and breakdown jobs excepted. For such urgent repairs or breakdown jobs, where an excess of 12 hours overtime in any one week is worked, overtime at double the ordinary rate shall be paid for such excess.

(5) *Systematic overtime* - Systematic overtime shall not be worked; it shall be considered such when the maximum overtime prescribed in clause S3.2(4) has been worked for 3 consecutive weeks:

Provided that clause S3.2(5) shall not apply when extra labour is not available.

(6) Any employee placed in charge of a running shed shall receive not less than leading hand's rate.

S3.3 Signal and telecommunications employees

(1) *Broken time* - All employees working irregular or broken time shall be paid ordinary rates for work done during the recognised hours of day work and ordinary overtime rates for work done outside those hours. Travelling time and fares shall be allowed for the interim journey.

(2) *Limit of overtime* - No employee shall be required to work more than 12 hours overtime in any one week, urgent repairs and breakdown jobs excepted. For such urgent repairs or breakdown jobs, where an excess of 12 hours overtime in any one week is worked, overtime at double the ordinary rate shall be paid for such excess.

(3) *Systematic overtime* - Systematic overtime shall not be worked; it shall be considered such when the maximum overtime prescribed in clause S3.3(2) has been worked for 3 consecutive weeks:

Provided that clause S3.3(3) shall not apply when extra labour is not available.

(4) *Wet weather* - All time lost through wet weather shall be paid for:

Provided the employees turn up to work and hold themselves in readiness. The ganger or employee placed in charge shall decide whether it is or is not too wet to work:

Provided that in any situation where employees are exposed to rain to the extent that their clothing becomes saturated with water, double rates shall be paid until such time as the employee finishes work or is able to change into dry clothing.

(5) *Training - probationary lines employees* - (a) Labourers may be employed in gangs and shall be classed as probationary lines employees. The ratio of such lines employees in training to classified lines employees shall be as follows:

	Lines employee	Probationary
1 probationer in a gang of 4	3	1
1 probationer in a gang of 5	4	1
2 probationers in a gang of 6	4	2
2 probationers in a gang of 7	5	2
2 probationers in a gang of 8	6	2
3 probationers in a gang of 9	6	3
3 probationers in a gang of 10	7	3
3 probationers in a gang of 11	8	3
4 probationers in a gang of 12	8	4

In each case the lines employee in charge is to be included in these totals.

(b) The probationary lines employee may be employed on any or all of the work of lines employee with the object of training them as lines employee. If qualified for the position of lines employee at the end of 3 years they shall be

classed as such.

S3.4 Infrastructure employees - Brisbane Suburban Area

- (1) *7 days' notice* - Where working hours need to be programmed to meet work needs and priorities to complete tasks, employees who receive notice in writing 7 days prior to the commencement of a week, shall be required to work their rostered ordinary hours for that week on any 5 days between Monday and Sunday (inclusive) for the appropriate rostered consecutive hours each day exclusive of Meal breaks, in accordance with starting and ceasing times for such days as set out in the notice in writing. The notice in writing will also contain notification of the 2 consecutive days off for the employee in that week:

Consecutive days off - Provided that, in lieu of 2 whole days off in each week an employee may be allowed in each fortnightly period either;

- (a) one day off at the conclusion of the first week and one day off at the commencement of the second week, plus 2 other consecutive days off in either week; or
 - (b) any 2 consecutive days off in the first week and any 2 consecutive days off in the second week; or
 - (c) 2 consecutive days off at the conclusion of the first week and 2 consecutive days off at the commencement of the second week.
 - (d) 2 any agreed method of rostering days off as provided for in clause 6.1.3 of the Award.
- (2) *Brisbane Suburban Area* - Maintenance section employees working in the Brisbane Suburban Area in accordance with the proviso to clause S3.4(1) who are required to work on their days off shall be paid overtime rates for such work as follows:
- (a) Work on the first or third days off for the fortnight at the overtime rate applicable to that of a Saturday, viz. - one and a-half times their ordinary rate of pay for the first 3 hours and at double their ordinary rate of pay thereafter;
 - (b) Work on the second or 4th days off for the fortnight at the overtime rate applicable to that of a Sunday, viz. - double their ordinary rate of pay.
- (3) *Home station outside "Brisbane Suburban Area"* - Where infrastructure employees who have a home station outside of the Brisbane Suburban Area are required to work all or part of an ordinary working week in the Brisbane Suburban Area, such hours may be programmed and paid in accordance with clause S3.4(1).
- (4) *Shift allowances and penalty payments* - Maintenance section employees working in the Brisbane Suburban Area who are required to work their ordinary working hours in accordance with the proviso to clause S3.4(1) shall be paid the appropriate penalty rates as prescribed by clause 6.6 (Shift work allowances) and clauses 6.7 and 6.8 of the Award (Week-end penalty rates) where such penalty rates apply to the hours and days of the week that work is carried out.

SCHEDULE 4 - BREAKDOWN WORK

S4.1 Rate of payment

Employees, when called out for breakdown work, shall be paid as follows:

When loading material or travelling to and from the breakdown between the usual starting and the usual ceasing time at ordinary rates.

Employees who do not usually work on Saturdays shall be paid at the rate of time and a-half for the first 8 hours and double rates thereafter, if required to travel to a breakdown on Saturday.

When loading material or travelling to and from the breakdown between the usual ceasing time and usual starting time, time and a-half.

When working at breakdown, 50 per cent, above ordinary or overtime rates, as the case may be.

S4.2 Provision of meals

Refreshments such as tea, coffee, and food, shall be supplied or procured by the ganger or officer in charge at the expense of the Chief Executive. When proper meals are supplied the ordinary Meal allowance shall not be paid.

S4.3 Track maintenance employees

- (1) The provisions contained in clauses S4.1 and S4.2 shall apply to maintenance gangs when actually assisting the breakdown gang and/or restoring or repairing track damaged by floods, washaways or landslides, up to the time the line

is restored to traffic whether or not speed restrictions are imposed.

- (2) The provisions contained in clauses S4.1 and S4.2 shall also apply to track supervisors, bridge inspectors and permanent way inspectors whilst they are attending at a breakdown site and/or where track damaged by floods, washaways or landslides is under repair up to the time the line is restored to traffic whether or not speed restrictions are imposed:

Provided that, in cases where, after initial inspection or preliminary restoration takes place and it is considered by the employer that the work to be carried out is not of an urgent nature, work carried out will be exempt from this schedule:

Provided further that there shall be no entitlement in accordance with the provisions of clauses S4.1 and S4.2, unless the local district engineer certifies that it was necessary for the employee to attend the site.

S4.4 Waterproof clothing

Waterproof coats, hat covers, and rubber boots shall be supplied and kept in the breakdown van; one set for each member.

S4.5 Responsibility of employees

No railway employee shall, without reasonable cause, refuse to accompany or assist a breakdown gang if called upon to do so by the breakdown ganger or other representative of the Chief Executive.

S4.6 Definition of breakdown

A breakdown is an accident where it is necessary to utilise a breakdown gang with appliances for the re-railing of locomotives and/or rollingstock and/or the clearing of all wreckage and/or other material.

In all such cases payment to members of a breakdown gang shall be made in accordance with the relevant clauses of this Schedule.

SCHEDULE 5

S5.1 Running shed allowance

- (1) Fitters, turners, boilermaker/welders, blacksmiths, welders, electricians, carpenters and coach trimmers repairing cab tops and footboards on locomotives, and their respective assistants, in running shops, shall be paid 67.55c per hour in addition to the ordinary rates set out above while so working.

Trades employees and their assistants engaged in repairing or renewing roofs of engine sheds, where they are affected by smoke or soot from engines, shall, while so engaged, be paid 67.55c per hour in addition to their ordinary rate.

- (2) Employees attached to the traffic branch (station operations) and to the running staff section while working within the confines of a running shed shall be paid 30.55c per hour in addition to their ordinary rates while so working.

S5.2 Dirt and acid money

An allowance of 48.95 cents per hour (acid money) shall be paid to the employees for the whole of the shift while handling acids in the occupations of electroplating, electropolishing, acid cleaning in the brass and coppersmith's shops and cleaning articles in an acid bath; also to employees engaged in the maintenance of storage batteries, battery boxes, vehicles carrying storage batteries or engaged in overhauling and repairing same while handling acids and while recharging batteries containing solutions of soda.

S5.3 Station supervisor in charge of clerical officers

Station supervisors in charge of stations where clerical staff are employed, will be eligible to be paid at the next highest pay point in the Operations Stream which is above the highest paid clerks rate, where such clerk is under the jurisdiction of the station supervisor. The station supervisor's house allowance will be inclusive of the new rate established under clause S5.3.

This method of payment shall also be payable to a station officer who, when in charge of a shift, has a clerk on duty under their direct jurisdiction:

Providing that this will not apply to any station officer during the period where such officer's hours of duty coincide with those of the station supervisor, whether the latter has physical or nominal charge of the station.

This method of payment shall also be paid to the station officer in charge of a shift who has a clerk on duty under such officer's direct jurisdiction for more than one hour during the currency of the shift. For the period of more than one hour

and up to 4 hours, the higher rate will be payable for 4 hours. Where the period is more than 4 hours, the higher rate will be payable for the full shift.

SCHEDULE 6 - MISCELLANEOUS TIME PROVISIONS

S6.1 Hand over time

Shift hand over - Where a hand over time is necessary for the safe and efficient function of work operations, overtime will be paid only when such functions cannot be incorporated within the timeframes of the shift involved.

Station hand Over - Where station supervisors do not meet within the ordinary shift for the purposes of a station hand over, overtime will be paid for any time incurred.

S6.2 Waiting time

Waiting time - An employee, other than traincrew employees and those employees provided for in Schedule 3, sent to work away from such employee's home depot and is required to wait for a train to return home, that employee shall be paid for such waiting time at passive rates:

Provided that, where employees are paid allowances in accordance with the registered certified agreement (CA156 of 1998) titled "Payment of Allowances, Brisbane Relief Employees" the above waiting time provision does not apply.

S6.3 Travelling time

(1) *Travelling time - payment* - All employees travelling long distances to or from their duties shall be allowed 8 hours' pay for every 24 hours' travelling. If travelling 8 hours or less they shall be paid for actual time travelling. This shall be regarded as Passive Time, and shall not be included in the day's work for overtime purposes. When travelling at night, sleeping berths shall be provided, if available:

Provided that payment of travelling time shall not apply to passenger attendants and passenger services supervisors who are off duty on train between workings on trains.

Travelling time performed on Saturday, Sunday and on public holidays shall be paid for at the rate applicable to such days.

(2) *Townsville jetty* - When porters, shunters, station assistants, senior station assistants or labourers stationed at Townsville are required to take up duty temporarily at Townsville jetty, 15 minutes' travelling time each way shall be paid. Such time shall be regarded as Passive Time, and shall not be included in the day's work for overtime purposes.

(3) If employees who have travelled for 6 hours or more from time of signing on to time of signing off not be provided with sleeping accommodation whilst so travelling, and are called upon to work without having had 8 hours off duty after arrival at their destination, the whole of the first shift worked as a result of taking up such duty shall be paid for at overtime rates. Clause S6.3(3) shall also apply to traincrew and operations assistants.

SCHEDULE 7 - AWARD HOUSING

S7.1 Station supervisors

(1) In addition to the employee's salary, each station supervisor (with the exception of station supervisors and relieving station supervisors in the Brisbane Suburban Area (refer to clause S7.2)) shall be entitled to a free house, light and fuel. For the purpose of payment under clause S7.1 (2), the house, light, and fuel shall be deemed as equivalent to an additional salary of \$450 per annum.

(2) Saturday time, Sunday time, time worked on Good Friday, Anzac Day, Labour Day and Christmas Day, and overtime for stations supervisors and relieving station supervisors shall be calculated on the basis of salary and house allowance combined.

(3) *Salaries, relieving station supervisors* - The maximum and minimum salaries of relieving station supervisors in the respective classes shall be similar to those prescribed for station supervisors at stations of those classes with an additional allowance of \$450 per annum in lieu of house, light and fuel; but when a relieving station supervisor is appointed a station supervisor or station officer, the employee shall no longer receive such allowance.

A relieving station supervisor shall be paid the classification salary or the minimum of the class for the station at which such employee relieves, whichever is the highest, with an additional allowance of \$450 per annum in lieu of house, light and fuel.

S7.2 Brisbane Suburban Area

- (1) Station supervisors and relieving station supervisors in the Brisbane Suburban Area, as defined in clause 1.6 of this Award, from the 28 March 2003, shall not be entitled to the provisions of clause S7.1(1), (2), (3) and clause S7.3.
- (2) Station supervisors and relieving station supervisors in the Brisbane Suburban Area, who are not entitled to a Queensland Rail provided house or the \$450 in lieu allowance; as provided for in the 'Station Supervisor (Brisbane Suburban Area) Certified Agreement 2001' shall be paid an allowance of \$3,900 per annum (commencing 28 March 2001). This allowance is in lieu of the provisions of clause S7.1(1) (2) (3) and clause S7.3 of this Schedule. This allowance shall be a paid on ordinary hours only, including higher grade time and any leave that makes up ordinary time. The allowance shall be subject to 100% of Enterprise Agreement increases from the 28 March 2001.
- (3) For specific provisions relating to the Brisbane Suburban Area refer to '*Station Supervisor (Brisbane Suburban Area) Certified Agreement 2001*'.

S7.3 House not occupied by employee

Consistent with the intent of this Schedule, if the house is not occupied by the employee as their principle place of residence, the employee will forfeit their entitlement to that house:

Provided that this shall not preclude the employee from the allowance of \$450 per annum in lieu of house, light and fuel. Saturday time, Sunday time, time worked on Good Friday, Anzac Day, Labour Day, Christmas Day, and overtime shall be calculated on the basis of salary and house allowance combined:

Provided further that the employee may elect with 3 months written notice to the employer to revert to using the house provided by the employer as their principle place of residence.

S7.4 Porters in charge

Porters in charge of stations where only gate accounts are left shall have house, fuel and light supplied by the Chief Executive.

SCHEDULE 8 - LOCAL AGREEMENTS

Preamble - Following the consolidation and phasing out process of local agreements undertaken by the parties it has been agreed that a number of agreements will be phased out in conjunction with other agreed processes.

The parties have also agreed that any other local agreements discovered subsequent to this process will be dealt with through the Single Bargaining Unit.

- (1) The parties agree that the Local Agreements listed below will cease upon implementation of the relevant job redesign process:

W7.3.2	Redbank
W10.3.3	Rockhampton
W10.3.5	Rockhampton
W10.3.6	Rockhampton
W10.3.26	Rockhampton
W10.3.28	Ipswich
W10.3.29	Ipswich
W18.3.2	Mayne
W18.3.9	Ipswich
W18.3.10	Ipswich
W18.3.11	Ipswich
W18.3.13	Ipswich
W18.3.12	Ipswich
W18.3.14	Ipswich
W21.3.6	Townsville No.1 Wagon Shop
W21.3.12	Ipswich
W21.3.13	Ipswich
W21.3.14	Ipswich
W24.3.2	Mayne
I2.2.1	Toowoomba
I2.3.3	Townsville
I2.3.4	Townsville
I2.3.5	Statewide Policy
I3.3.1	CS Group
I13.3.2	Passengers
I13.3.5	Passengers
I13.3.6	Passengers

I13.3.7	Passengers
I13.3.8	Passengers
I13.3.9	Passengers
I13.3.10	Passengers
I13.3.11	Rockhampton
S2.3.1	Acacia Ridge Small Freight
S2.3.1(a)	Acacia Ridge Small Freight
S9.3.1	Rockhampton
S9.3.2	Rockhampton
S9.3.3	Rockhampton
S9.3.4	Rockhampton
S19.3.1	Acacia Ridge
R1.3.3	Willowburn Non Core
R1.3.4	Townsville Diesel Shed
R1.3.5	Townsville Diesel Shed
R1.3.6	Jilalan Depot
R2.3.5(a)	Toowoomba
R3.3.2	Maryborough

(2) The parties agree that the local agreements listed below will cease with relevant conditions being incorporated through the implementation of a roster code of practice:

T1.3.1	Bluff
T1.3.2	Bluff
T1.3.4	Bundaberg
T1.3.4(a)	Cairns
T1.3.7(a)	Coppabella
T1.3.10(a)	Gladstone
T1.3.11	Jilalan
T1.3.12	Rockhampton
T2.3.1	Bluff
T2.3.1(a)	Bluff
T2.3.2	Coppabella
T2.3.2(a)	Coppabella
T2.3.3	Coppabella
T2.3.3(a)	Coppabella
T2.3.4	Coppabella
T2.3.5(a)	Coppabella
T2.3.6	Gladstone
T3.3.1	Bowen
T3.3.2	Cairns
T3.3.3	Charters Towers
T3.3.4	Cloncurry
T3.3.5	Gladstone
T3.3.5(a)	Gladstone
T3.3.6	Hughenden
T3.3.7	Jilalan
T3.3.7(a)	Jilalan
T3.3.8	Moranbah
T3.3.8(a)	Mt Isa
T3.3.10	Gladstone
T4.3.1(a)	Coppabella
T4.3.8	Maryborough
T4.3.9	Rockhampton
T4.3.10	Bluff
T5.3.2	Bundaberg
T5.3.3	Cloncurry
T5.3.4	Toowoomba
T5.3.5	Hughenden
T5.3.6	Gladstone
T5.3.7	Gladstone
T5.3.8	Jilalan
T5.3.8(a)	Dysart
T5.3.8(b)	Moranbah
T5.3.9	Mackay
T5.3.12	Rockhampton
T8.3.3	Bluff
T8.3.5(a)	Cairns

T8.3.20	Gladstone
T8.3.22	Jilalan
T8.3.34	Rockhampton
T8.3.29	Mayne
T9.3.2(a)	Cairns
T9.3.5(a)	Mayne
T9.3.6	Rockhampton
T10.3.9(a)	Rockhampton
T10.3.11(a)	Rockhampton
T13.3.16(a)	Emerald
T13.3.16(b)	Emerald
T13.3.18	Gladstone
T13.3.21	Gladstone
T13.3.33(a)	Rockhampton
T13.3.36	Rockhampton
T13.3.37	Bundaberg
T14.3.1	Coppabella
T14.3.2	Coppabella
T14.3.4	Emerald
T14.3.7	Rockhampton
T14.3.8	Bundaberg
T14.3.9	Dysart
T16.3.4	Gladstone
T16.3.9(b)	Cloncurry
T16.3.13	Emerald
T16.3.19(b)	Gladstone
T16.3.20	Hughenden
T16.3.34(a)	Rockhampton
T17.3.2	Bundaberg
T17.3.18	Gladstone
T17.3.19	Gladstone
T18.3.4	Mayne
T20.3.1	Bluff
T20.3.1(a)	Bluff
T20.3.2	Bundaberg
T20.3.3	Coppabella
T20.3.3(a)	Coppabella
T20.3.4	Gladstone
T20.3.4(a)	Gladstone
T20.3.5	Bundaberg
T21.3.1	Cairns
T21.3.3	Rockhampton
T23.3.1	Bluff
T23.3.2	Bluff
T23.3.3	Mayne
T23.3.6	Rockhampton
T27.3.5	Gladstone
T27.3.19	Bluff
T28.3.17(c)	Rockhampton
T30.3.2	Gladstone
T30.3.4	Rockhampton
T31.3.5	Jilalan
T32.3.2	Coppabella

- (3) The parties agree that the local agreements listed below will cease with relevant conditions being incorporated through the implementation of 2 Driver Operations:

T1.3.2(a)	Bluff
T1.3.7	Coppabella
T5.3.8(a)	Jilalan
T8.3.2	Bluff
T8.3.5	Cairns
T8.3.6	Cloncurry
T8.3.7	Cloncurry
T8.3.8	Cloncurry
T8.3.9	Cloncurry
T8.3.11	Coppabella
T8.3.13	Coppabella

T8.3.18	Gladstone
T8.3.19	Gladstone
T8.3.4	Bundaberg
T8.3.28	Jilalan
T8.3.30	Mt Isa
T8.3.33	Rockhampton
T8.3.34(a)	Rockhampton
T9.3.3	Jilalan
T13.3.1	Bluff
T13.3.1(a)	Bluff
T13.3.9	Cloncurry
T13.3.10	Coppabella
T13.3.10(a)	Coppabella
T13.3.11	Coppabella
T13.3.12(b)	Coppabella
T13.3.13	Dysart
T13.3.16	Emerald
T13.3.19	Gladstone
T13.3.21(a)	Gladstone
T13.3.23	Hughenden
T13.3.24	Jilalan
T13.3.26	Jilalan
T13.3.27	Jilalan
T13.3.33	Mt Isa
T13.3.34	Rockhampton
T13.3.34(a)	Rockhampton
T13.3.35	Rockhampton
T13.3.36(a)	Rockhampton
T13.3.39	Mackay
T13.3.42	Toowoomba
T14.3.5	Jilalan
T16.3.3	Gladstone
T16.3.8	Cairns
T16.3.9	Cloncurry
T16.3.13(a)	Emerald
T16.3.16	Gladstone
T16.3.17	Gladstone
T16.3.18	Gladstone
T16.3.19	Gladstone
T16.3.19(d)	Gladstone
T16.3.20(a)	Hughenden
T16.3.21	Jilalan
T16.3.22	Jilalan
T16.3.25	Jilalan
T16.3.25(a)	Jilalan
T16.3.26	Mackay
T16.3.37	Townsville
T17.3.6	Bundaberg
T17.3.8	Bundaberg
T17.3.13(a)	Gladstone
T17.3.14	Gladstone
T17.3.23	Ipswich
T19.3.1	Charters Towers
T19.3.2	Gladstone
T19.3.3	Gladstone
T19.3.4	Hughenden
T19.3.5	Mayne
T19.3.6	Rockhampton
T21.3.2	Quarters
T22.3.1	Bowen
T25.3.1	Coppabella
T28.3.19	Ipswich
T28.3.19	Toowoomba
T28.3.19	Mayne
T28.3.20	Ipswich
T28.3.20	Toowoomba
T28.3.20	Mayne
T31.3.3	Hughenden

T31.3.4	Hughenden
T31.3.40	Rockhampton
T32.3.1	Bluff

- (4) The parties agree that the local agreements listed below will be phased out or consolidated through Queensland Rail's consultative structure:

T 17.3.20(b)	GLADSTONE
T 33.3.1	TOOWOOMBA
S 4.3.6	CAIRNS
S 4.3.7	CHARTERS TOWERS
S 4.3.8	CHARTERS TOWERS
S 4.3.9	HUGHENDEN
S 4.3.2	TOOWOOMBA
S 4.3.5	TOWNSVILLE
R 11.3.19	EMERALD
R 2.3.4	TOWNSVILLE
R 2.3.5	TOOWOOMBA
R 2.3.1	ROME DEPOT
R 5.3.1	JILALAN(WAGON SHOP)
R 3.3.3	TOWNSVILLE DIESEL SHED
I 2.3.1	TOOWOOMBA
I 4.2.1	STATEWIDE POLICY (INFRASTRUCTURE)
I 4.3.1	TOOWOOMBA
I 4.3.4	FREIGHT
I 5.3.11	PASSENGERS
I 5.3.12	ROCKHAMPTON
I 10.3.1	ROCKHAMPTON
I 10.3.2	ROCKHAMPTON
W 5.3.2	ROCKHAMPTON
I 15.3.1	PASSENGERS
S 5.3.2	ROCKHAMPTON
I 8.3.2	TOOWOOMBA
I 8.3.3	TOOWOOMBA
I 16.3.1	PASSENGERS
S 12.3.2	TOOWOOMBA
I 5.3.5	ROCKHAMPTON
I 4.3.2	ROCKHAMPTON
I 10.3.5	TOOWOOMBA
I 2.3.6	MARYBOROUGH
I 18.3.1	PASSENGERS
S 7.3.7	CLONCURRY
S 7.3.8	CLONCURRY
S 7.3.11	DYSART
S 20.3.2	TOOWOOMBA

SCHEDULE 9

Part I - Established camps

- Where such employees are required to live in camp for a period of 3 months or more at any one site the following minimum standards shall apply:
- Living accommodation* - Living accommodation shall be provided in caravans, huts, transportable units, or other accommodation, and except as hereinafter provided, occupancy shall be restricted to no more than 2 persons per hut, unit, room, caravan or compartment and the undermentioned provisions shall apply:
 - Where the accommodation is of the hut or transportable type the dimensions shall not be less than 64 square feet for single and 80 square feet for double accommodation.

The dimensions of caravans or separate compartments of caravans for the accommodation of 2 persons shall not be less than 100 square feet.

Where presently the Chief Executive supplies caravan accommodation which provides for more than 2 persons but not in excess of 4 persons per caravan and the caravan otherwise conforms to the minimum standards herein, then such caravan may be used during its effective life.

- All accommodation shall be lined and ceiled with such material as will facilitate washing of walls and ceilings.

- (c) The floor shall be covered with suitable floor covering.
- (d) Each hut, unit, room, caravan or compartment shall be fully enclosed and shall have a door which can be locked and each occupant shall be supplied with a key which shall be returnable on vacation of the hut, unit, room, caravan, or compartment.
- (e) Each hut, unit, room, caravan, or compartment shall be fitted with weather proof windows or louvres and shall be screened to prevent the entry of insect pests.
- (f) Each hut, unit, room, caravan, or compartment shall be supplied with the following fixtures and furnishings for each occupant:
 - (i) A wardrobe of minimum dimensions of 20 inches depth, 18 inches width and 60 inches height;
 - (ii) A single household type bed with either rubber, foam or innerspring mattress with a pillow and loose detachable, washable covers for mattress and pillow. Such covers shall be washed after being used by any person prior to being issued to any other employee. The bed shall not be less than 6 feet 4 inches in length;
 - (iii) At least 3 coat hooks;
 - (iv) A mirror;
 - (v) A towel rack;
- (g) In addition each hut, unit, room, caravan, or compartment will be equipped with the following:
 - (i) One table;
 - (ii) One chair or bench seat per employee;
 - (iii) One ceiling light and 2 3 point sockets to which electrical appliances may be connected;
 - (iv) A broom and waste basket each of which shall be a personal issue;
- (h) All huts, units and caravans shall be capable of being connected to electricity;
- (i) Wherever it is practicable, electric power shall be supplied at all established camp sites either by connection to the local power supply or by generation of power on the site. However, if circumstances render the supply of electricity impracticable, then L.P. gas or pressure lamps may be supplied in place thereof;
- (j) Each unit or caravan shall have an awning attached thereto and such awning shall be the length of the unit or caravan and not less than 6 feet in width and 7 feet high and shall have a concrete or wooden floor;
- (k) Tents shall not be used as camping accommodation.
- (l) Each bedroom unit or caravan shall be equipped with adequate air conditioning. Such air conditioning shall be of a refrigerative type, with heating.

3. *Laundry facilities* - Where employees are required to live in an established camp, the Chief Executive shall provide:

- (a) One 12 gallon copper with stand, together with a bench, wash trough or 2 wash tubs for every 10 employees or less;
- or
- (b) A washing machine and adequate supplies of hot water, on the basis of one washing machine for each 25 employees or lesser number, together with bench, wash trough or 2 wash tubs for each 10 employees or less .

Suitable clothes drying facilities shall also be supplied.

4. *Showers* - Shower units with dressing space completely protected from the weather shall be provided at the ratio of one to every 10 employees or lesser number. Hot and cold water shall be available to each shower unit.

The bathroom shall be placed in such a position as to prevent any pollution of the drinking water, and such bathroom shall be properly drained and maintained in a clean and hygienic condition.

5. *Wash basin* - A wash basin of the stainless steel or porcelain type shall be supplied at the ratio of one per 10 employees or lesser number.

6. *Toilets* - (a) Toilets shall be provided at the ratio of one to every 10 employees and adequate supply of toilet paper shall be supplied.

(b) Toilets shall be of the septic type, unless tests prove the ground unsuitable. Where pan type toilets are required to be used they shall be serviced at weekly intervals or less and adequate supplies of disinfectant shall be available at all times.
7. *Accident and sickness* - (a) When employees are injured seriously or fall seriously ill at their work, the Chief Executive shall provide means of getting them to the nearest hospital or pay expenses of transmission to hospital .

(b) First-aid kits in suitable and secure cases shall be provided at central positions on the works so as to be at all time readily available for the use of them.
8. *Communications* - Where practicable every established camp site shall be in contact either by radio or telephone with medical facilities.
9. *Postal facilities* - All established camps shall have reasonable facilities for the adequate dispatch and receipt of mail.
10. *Fire prevention* - All camp sites are to be supplied with an adequate number of fire extinguishers of a suitable type. Such fire extinguishers shall be kept in good working order, and checked at regular intervals.
11. *Shelter on job* - Where a mobile lunch room is not provided a suitable tarpaulin or tent fly shall be supplied and erected by the Chief Executive wherein the employees may rest or eat their midday Meal or shelter from sun or rain.
12. *Supply of hot water* - When the employees are at work the Chief Executive shall provide boiling water for employees at Meal times and also to enable them to make tea during the morning and afternoon rest period.
13. *Drinking water* - An adequate supply of fresh drinking water shall be supplied to the camp site. Tanks or other units used to carry or store drinking water shall not be used for any other purpose and shall be kept clean and free from health hazards.
14. *Camp attendant* - In camps of over 30 employees the Chief Executive shall employ a camp attendant, and in all other camps, the Chief Executive shall provide labour for the purpose of maintaining the camp in a clean and hygienic condition.
15. *Cooking and dining accommodation* - The Chief Executive shall provide the facilities as set out hereunder according to whichever of the following cooking and dining arrangements operate in a camp:
 - (a) Communal kitchen and dining accommodation
 - (i) Kitchen facilities - The minimum requirements for 10 employees shall consist of a weatherproof insect screened structure with wooden or concrete floor with suitable floor coverings; 2 fuel stoves or 2 3 burner gas stoves, or 2 3 plate electric stoves; one electric or gas 2 gallon capacity hot water urn; 2 stainless steel sink units connected to hot and cold water, cupboard space for the hygienic storing of cooking and eating utensils and food; 20 cubic feet of refrigeration for the storage of perishable foodstuffs; adequate table or bench space for the preparation of Meals; and adequate ceiling lighting and 2 power outlets .
 - (ii) Dining and recreation facilities - A dining and recreation room shall be provided, the minimum requirements for 10 employees or less being a weather proofed, insect screened structure with wooden or concrete floor with suitable floor covering; 2 tables with adequate seating accommodation; and adequate ceiling lighting and 2 power points. Where more than 10 employees are encamped the dining and recreation facilities shall be increased proportionately with the above standard.
 - (b) Unit cooking and dining - Where dining or kitchen facilities are not provided and food is required to be prepared in the accommodation unit, the following minimum requirements shall be installed in each hut, unit, caravan or compartment or in a suitable covered dining annex to each hut or unit:
 - (i) Electric or gas refrigeration of not less than 2 cubic feet capacity for each person;
 - (ii) One stainless steel sink;
 - (iii) One electric or gas stove with not less than 2 plates or burners with griller or oven;
 - (iv) Adequate fly-proof cupboard space for the storing of food, cutlery, crockery and cooking utensils.
 - (c) Air conditioning - Each kitchen unit shall be equipped with adequate air conditioning. Such air conditioning shall be of a refrigerative type, with heating.

16. *Mess system* - Where a gang of 20 employees or more prefer the mess system, the following provisions shall apply:

- (a) The Chief Executive shall allow the wage of one employee at the minimum rate towards the expenses of a cook provided by the gang. Where such gang numbers 10 or more, but less than 20, the Chief Executive shall make a *pro rata* allowance, provided it is not reasonably practicable that these employees join the mess of another gang;
- (b) A suitable kitchen with all necessary equipment shall be provided;
- (c) A dining room of standards as set out in clause S9(15)(a)(ii) of this Part (dining and recreation facilities) shall be provided;
- (d) Every such mess shall have a committee of management appointed by the workers, whose names shall be notified from time to time to the engineer in charge of the particular work, and such committee of management shall be personally responsible for the conduct and management of the mess and for the loss or damage to any of the articles supplied to the mess by the Chief Executive and return of the same, fair wear and tear excepted.

Part II - Temporary camps

17. Camps of less than 3 months' duration and not covered by Part I of Schedule 9 shall be referred to for the purpose of this Award as "Temporary camps".

Notwithstanding any other provisions of clause S9.2, where employees are required to live in camp on an irregular or short term basis, reasonable and sufficient standard means -

- (a) Living accommodation in huts, units, caravans or compartments of a standard equal to that specified in clauses S9(2) and (3) of Part I of this Schedule;
- (b) Suitable toilet, washing, cooking and dining facilities.
- (c) Refrigeration of not less than 2 cubic feet per person.

Part III - General

18. In all camps the following shall apply:

The following utensils shall be provided by the Chief Executive:

To each employee on personal issue -

- 2 mugs (china or enamel);
- 3 plates (china or enamel);
- One table fork;
- One table knife;
- 2 tablespoons;
- 2 billycans or saucepans (aluminium) (2 quart);
- One water bag;
- One frying pan (aluminium);
- To every 2 employees -
- One billycan (6 quarts) (aluminium);
- One wash basin;
- To every 4 employees -
- One bucket with lid;
- One bucket with open top;

19. *Fuel and gas* - (a) Where fuel stoves are used the Chief Executive shall supply a sufficient quantity of firewood for domestic purposes.

- (b) If cooking and water heating units require the supply of portable gas then such gas shall be supplied by the Chief Executive in adequate quantities for normal use by the employee.

20. *Vehicles - not allowed on camp site* - Vehicles (other than private vehicles or vehicles servicing the camp), earthmoving equipment, trucks and machinery shall not be allowed on the camp site and shall not be allowed to travel in the camp area where constant traffic will cause a dust nuisance.

The camp site shall be watered regularly when dusty conditions exist when sufficient water is available.

21. *Moving camp* - The setting up, erection or shifting of all camps shall be done in the Chief Executive's time.

Part IV - Phasing-in period

22. Where camp accommodation is to be acquired and is ordered by the Chief Executive such accommodation shall comply in all respects with the standards laid down by these provisions .
23. Where lining and/or ceiling is required to bring existing accommodation up to the standards set out in these provisions the Chief Executive shall comply therewith on or before 31 December 1988.

Where other structural work including the provisions of awnings is necessary to convert present accommodation to the standards prescribed herein, the Chief Executive shall complete same by 31 December 1988.

24. The Chief Executive shall supply refrigeration, cooking, dining, lighting, toilet, ablution and laundry facilities as prescribed by these provisions on or before 31 December 1988.
25. The Chief Executive shall see that all other equipment specified in these provisions shall be provided on or before 31 December 1988:

Provided that where equipment is capable of being brought up to the standard specified herein it may be so converted.

26. *Air conditioning* - Where air conditioning is required to bring existing accommodation up to the standards set out in these provisions, the Chief Executive shall comply therewith on or before 30 June 1995 .

SCHEDULE 10 - OPERATIONS ASSISTANTS

- (1) (a) *Ordinary hours* - The hours of all permanent full-time operations assistants employees shall be 38 per week or an average of 38 hours in circumstances relevant to clause 6.1.3 of the Award.
- (b) *Ordinary shift* - For the purpose of clause S10(1) "ordinary shift" means any shift worked by any operations assistant from the 1st to the 10th shift inclusive in any fortnightly pay period.
- (2) *Labourer's work* - Operations assistants performing labourers' work shall be paid labourers' rate.
- (3) *Preparation and cleaning* - Preparation for work, and cleaning up of the employee's person shall be in the employee's time; except where the employee undertakes very dirty work, or works with hazardous or toxic substances.

SCHEDULE 11- QUEENSLAND RAIL STUART LOCOMOTIVE MAINTENANCE DEPOT CONSENT AWARD 1993

QUEENSLAND RAIL STUART LOCOMOTIVE MAINTENANCE DEPOT CONSENT AWARD 1993

Q0109

UPDATED AS AT 21 JUNE 1996

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1990
s. 105 - consent award

Queensland Rail

AND

Australian Railways Union of Employees
Queensland Branch

AND

The Electrical Trades Union of Employees
of Australia, Queensland Branch

AND

The Metals and Engineering Workers' Industrial
Union of Employees, Queensland

**QUEENSLAND RAIL STUART LOCOMOTIVE MAINTENANCE
DEPOT CONSENT AWARD 1993**

COMMISSIONER FISHER

20 September 1993

NEW AWARD

THIS matter coming on for hearing before the Commission at Brisbane on 20 September 1993, this Commission Award as follows as from the twentieth day of September, 1993:

Arrangement of Award

Subject Matter	Clause No.
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Part 1 - Preliminary

Title	1.1
Award Coverage	1.2
Date and Period of Application	1.3
Objectives of Award	1.4

Part 2 - Terms and Conditions of Employment

Relationship with Parent Award	2.1
Grievance and Dispute Avoidance and Settlement Procedure	2.2
Consultative Arrangements	2.3
Performance Indicators to Measure Productivity	2.4
Operating Arrangements	2.5
Employee Training and Competency Development	2.6

Part 3 - Definition, Wages and Allowances

Aggregate Wage	3.1
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Part 4 - Hours of Work, Overtime

Hours of Work	4.1
Overtime	4.2

Schedule 1
Schedule 2

PART 1 - PRELIMINARY

1.1 Title

This Award is known as the Queensland Rail Stuart Locomotive Maintenance Depot Consent Award 1993.

1.2 Award Coverage

This Award shall apply to all employees associated with the maintenance of the 2800 class locomotives attached to the Stuart locomotive maintenance depot.

"Employee" is defined here to be - Depot Operator (one or more levels) who is multi-skilled and directly associated with maintenance and repair of locomotives and all associated core activities required to efficiently run the depot.

1.3 Date and Period of Application

This Award shall operate from 20 September 1993 and shall remain in force 3 years after the commencement of operation of the depot.

1.4 Objectives of Award

(1) This Award is designed to achieve productivity, efficiency and flexibility initiatives to enable Queensland

Rail to be commercially competitive in the area of locomotive maintenance.

This competitiveness will significantly contribute to Queensland Rail's ability to offer secure and worthwhile employment for its employees.

The parties to this Award recognise Queensland Rail's statutory obligation to apply sound commercial principles.

The Award sets appropriate working conditions to meet the following objectives:

- The identification of agreed workplace change
- Organisation of work, job design and working patterns in accordance with best practice.
- Continuous development and recognition of employees skills and their flexible use.
- Effective information sharing and consultative procedures.
- Creation of a satisfying work environment.
- Achieve agreed performance targets.

(2) The Stuart Locomotive Maintenance Depot will seek to be accredited to the Quality Assurance Standard AS3902, within 6 months of commencement of operation.

To aid in the attainment of best practice, Queensland Rail recognises that the following management initiatives will need to be implemented:

- The provision of a reliable and consistent supply of spare parts, to work in conjunction with a commercially viable inventory control system.
- A competent management structure and practice which will ensure a suitable environment for self directed/semi autonomous teams in an open consultative process.

Queensland Rail commits to the construction of a new locomotive depot at Stuart. The depot shall be designed, constructed and equipped in accordance with best practice standards. The design, construction and equipping will be the subject of Consultation with the Local Consultative Committee.

PART 2 - TERMS AND CONDITIONS OF EMPLOYMENT

2.1 Relationship with Parent Award

This Award shall be read and interpreted wholly in conjunction with the Railway Award - State and relevant Industrial Agreements provided that where there is an intended inconsistency, this Award shall take precedence.

2.2 Grievance and Dispute Avoidance and Settlement Procedure

The parties to this Award shall observe the procedure of the Queensland Rail Enterprise Bargaining Agreement 1992 for avoidance and settlement of Industrial Disputes.

2.3 Consultative Arrangements

The parties agree that the consultative procedures presently operating within QR shall be utilised and further developed, for implementation of this Award.

2.4 Performance Indicators to Measure Productivity

The parties have developed a range of performance indicators as a basis for defining and achieving targets which will enable Queensland Rail to achieve its commitment to Best Practice and commercial competitiveness in the area of locomotive maintenance. These are set out at Schedule 1 of this Award.

2.5 Operating Arrangements

- (1) All preventative maintenance (other than overhauls and major accident repairs) and repairs carried out on the 2800 class locomotives shall take place at the Stuart Depot.
- (2) It is accepted that the function of the depot shall be to carry out maintenance, fault finding and repair of locomotives and not to carry out component repair/overhaul.
- (3) The provisioning of locomotives may occur at a separate provisioning facility in Townsville, and is not

included in the scope of work upon which the productivity indicator is based.

"Provisioning" includes fuelling, oiling, watering, sanding, cleaning, replacement or discharge of sanitary systems and brake block change.

(4) The cleaning of amenities and depot facilities is to be regarded as an integral part of the duties of the depot staff. If circumstances arise where, due to depot workload, this work is unable to be performed, then resources from outside the depot may perform these functions.

(5) Routine maintenance of depot plant and equipment is an integral part of the responsibilities of the depot staff and shall not be considered as a separate function in the depot resourcing. However, major repairs and overhaul of depot plant and equipment may be performed by resources from outside the depot, subject to Consultation with the Local Consultative Committee.

(6) Where tradespersons are required to provide their own tools they shall be paid tool allowance in accordance with Level (C) as detailed in clause 5.2 (1) and (2) of the Railway Award - State.

2.6 Employee Training and Competency Development

The parties recognise that in order to create productivity gains for Queensland Rail and to create a career path for its employees, it is necessary to obtain a significant level of multi-skilling within the depot, particularly in electrical and mechanical competencies. There is agreement that the necessary training will be undertaken by relevant Queensland Rail employees and that Queensland Rail will provide that training.

PART 3 - DEFINITION, WAGES AND ALLOWANCES

3.1 Aggregate Wage

(1) Employees covered by this Award will receive an aggregate wage, paid on a fortnightly basis. The amount of the aggregate wage is in 3 categories and will vary, dependent on the nature of the roster being worked. The relevant amounts are detailed in Schedule 2 of this Award. The aggregate wage component shall be indexed to vary with the classification base rate of pay.

The aggregate wage includes:

- (a) Classification Base Rate
- (b) Shift Penalties
- (c) 4 weeks Annual Leave
- (d) Leave Loading
- (e) Allowances
- (f) 8 hours overtime per 2 pay period cycle (non cumulative)
- (g) 2 Public Holidays per financial year (non cumulative)
- (h) Week-end penalty for up to 50% of Saturdays and/or Sundays rostered

but excludes the relevant Locality and Tool Allowance.

(2) Depot Operators covered by this Award will also receive a Locality Allowance in accordance with the Award.

(3) Additional Public Holidays worked shall be paid in accordance with the Award and at the classification base rate.

(4) All leave taken after appointment to the depot will be paid at the aggregate wage rate.

(5) All Sick Leave will be paid at the aggregate wage rate.

PART 4 - HOURS OF WORK, OVERTIME

4.1 Hours of Work

(1) The arrangement of working hours will be determined by rosters developed by the Local Consultative Committee taking into account operational requirements and the maximisation of employees leisure time.

(2) The hours to be worked shall be between 5.00 a.m. and 1.00 a.m., with a maximum of 10 ordinary hours per shift.

(3) The ordinary hours will average 38 hours per week, Monday to Sunday, over the full cycle of the relevant roster. Additional time up to 8 hours per 2 pay period cycle (non cumulative) is included in the aggregate wage.

(4) The intent of this Award recognises that Queensland Rail will not expect any more than 50% of depot employees to be rostered to work "afternoon shift" during any week. However, this percentage can be increased pursuant to clause 4.1(1) with the agreement of the Local Consultative Committee.

(5) The intent of this Award recognises that Queensland Rail will not expect any more than 50% of Saturdays or Sundays to be rostered. However, this ratio can be increased pursuant to clause 4.1(1) with the agreement of the Local Consultative Committee.

(6) If agreement is reached to exceed the 50% limit as described in both 4.1(4) and 4.1(5), then no adjustment to the aggregate wage will occur. If due to management requirements there is a need to exceed the percentage described, then the parties shall re-negotiate the aggregate wage.

4.2 Overtime

(1) Overtime exceeding 8 hours averaged over 2 pay periods (not cumulative) shall be paid in accordance with the Railway Award - State at the classified rate.

(2) Reasonable notice of requirement to work overtime shall be given. Any dispute regarding reasonable notice will be referred to the Local Consultative Committee in the first instance.

(3) Balancing of overtime worked shall be subject to Local Consultative Committee monitoring to ensure fair and reasonable application.

QUEENSLAND RAIL STUART LOCOMOTIVE MAINTENANCE DEPOT CONSENT AWARD 1993 SCHEDULE 1

These indicators are not intended to take into account design and warranty related defects. The effects of such incidents will be removed from data upon which indicators are determined.

1. *Reliability* - Less than 2 delays of greater than 15 minutes per 100 000 kilometres or greater than 50 000 mean kilometres between delays (MKBD). These delays being caused by locomotive defect.

2. *Availability* - Based on an average figure, a minimum of 95% of all locomotives shall be available to be utilised for traffic during the first 3 years of operation and a minimum of 93% after 3 years operation.

This averaged performance may be achieved by providing 100% availability on certain days of the week and less than the target figure on days when traffic requirements permit.

3. *Productivity* - (a) A maximum of 0.4 of a depot employee per locomotive for the first 3 years and a maximum of 0.6 of a depot employee per locomotive after 3 years, the total number of employees in a depot to be consistent with the overall depot operation. These indicators will be dependent upon the scope of work undertaken and the efficiency of the depot facility, plant and equipment.

(b) Depot employee numbers will primarily be determined by and dependent upon the number of locomotives maintained in the depot at any particular time.

(c) This indicator can vary between 0.4 and 0.6 after 3 years depending on the type of operation, shifts and scope of work.

4. *Cost Effectiveness* - (a) The target cost of maintenance per locomotive per year, not including provisioning is less than \$35,000 in 1992 dollars. This target cost applies to the 4th year of operation and a lesser figure is anticipated in the first 3 years.

(b) Target cost is defined as fully allocated depot costs including wages, on costs, materials, inventory and all overhead costs, exclusive of fuel.

(c) While the target cost is made up of a number of elements beyond the control of depot employees, the objective of this Award requires all decisions regarding depot operation to be made with the intention of minimising costs within the constraints established by the Award, while achieving reliability and availability targets.

QUEENSLAND RAIL STUART LOCOMOTIVE MAINTENANCE DEPOT CONSENT AWARD 1993 SCHEDULE 2

1. The aggregate wage to apply to employees covered by the Award is as follows:

WORKINGS
AGGREGATE WAGE
BASED ON ET2.4

ANNUAL

Monday to Saturday (daywork) (to be used on start up of depot)	31732
Monday to Saturday (shift work)	34333
Monday to Sunday (shift work)	36414

These figures are calculated on the base rate equivalent to ET2.4 as at 1 April 1993. In the event that payment at a different level to that shown above is required, the aggregate wage shall be calculated according to the following formula:

New Classification rate

ET2.4 rate x Aggregate Wage

2. Locality allowance does not constitute a component of these calculations, but in addition shall be paid at the relevant rate.
3. The tool allowance does not constitute a component of these calculations, but shall be paid in addition at the relevant rate.

Dated this twentieth day of September, 1993.

By the Commission,
[L.S.] M.J. CALLEN,
Industrial Registrar.

Operative Date: 20 September 1993
New Award - Queensland Rail Stuart Locomotive Maintenance Depot Consent Award 1993

Released: 21 October 1993

Dated 25 March 2003.

By the Commission,
[L.S.] E. EWALD,
Industrial Registrar.

Operative Date: 1 April 2003