



**QR NATIONAL REGIONAL FREIGHT AND
COAL ROLLINGSTOCK MAINTENANCE
ENTERPRISE AGREEMENT 2010**

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FORMALITIES OF THIS AGREEMENT

2. TITLE OF THIS AGREEMENT

The title of this Agreement is QR National Coal and Regional Freight Rollingstock Maintenance Enterprise Agreement 2010.

3. GLOSSARY OF TERMS

In this Agreement the following terms and abbreviations have the meaning outlined in the table below:

| Term/ Abbreviation | Meaning |
|--------------------------------|---|
| Aggregate allowance | Means the allowance paid to aggregate wage employees: <ul style="list-style-type: none"> ▪ In lieu of annual leave loading; ▪ In recognition of opportunities for TOIL; ▪ In recognition of roster flexibilities including rolling up payments for shift brought forward, broken roster, deferred shifts. |
| Aggregate wage employee | Means an employee who works as either a Locomotive Maintainer, Wagon Maintainer or Rollingstock Repairer and who rotates through a master roster that can include shift and weekend work up to the preserved roster loading. |
| Agreement | Means this Enterprise Agreement. |
| Base rate of pay | Means the rate of pay payable to an employee for the employee's ordinary hours of work and does not include incentive based payments and bonuses, loadings, monetary allowances, overtime, penalty rates or any other separately identifiable amounts. |
| Brisbane suburban area | Includes the rail lines bounded by Shorncliffe, Rosewood, Robina, Cleveland, Pinkenba, Ferny Grove and Gympie North and any stations that fall within, or extend the above boundaries that come on line after the establishment of this Agreement. |
| Broken roster | Means where a roster of afternoon / night shifts is mixed with a day shift and does not provide for 5 consecutive afternoon / night shifts in a week. |
| Broken shift | Is a shift which is broken into not more than 2 periods excluding rest pauses and meal breaks. |
| Call out | Is 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. |
| Company | Means QR Limited. |
| Day worker | Means an employee who works ordinary hours between 0600 to 1800. |
| Derailment | Means an accident where it is necessary to utilise employees with appliances for the re-railing of locomotives and / or rollingstock and / or the clearing of all wreckage and / or other material. |
| Eligible child | Means a child who: <ul style="list-style-type: none"> ▪ is (or will be) under the age of 5 when placed (or proposed to be placed) with an employee for the purposes of adoption and ▪ is not otherwise a child or step child of the employee or their partner and ▪ is not a child who has previously lived continuously with the employee for a period of 6 months or more. |
| Employee | Means an employee of the Company. |
| Employee in transition | Means an employee whose position has been designated surplus to requirements. |

FORMALITIES OF THIS AGREEMENT

| Term/ Abbreviation | Meaning |
|--|---|
| Fixed term employee | Means (for the purposes of this agreement) an employee who is engaged for a specified period or task and who is subject to the termination of employment provisions of this agreement. |
| Household member | Means a person (e.g. an aunt, cousin or close friend) who lives with the employee. This usually applies to people who live with the employee and have a long-standing and significant relationship with the employee. |
| Immediate family | Means: <ul style="list-style-type: none"> ▪ an employee's spouse (including de facto spouse, former spouse, former de facto spouse or same sex partner) ▪ a child (including an adult child, adopted child, foster child, or step child of an employee or an employee's spouse) ▪ a parent, grandparent, grandchild or sibling of an employee or an employee's spouse. <p>Immediate family also includes a household member as defined above. In the case of bereavement leave only, 'immediate family' also includes an employee's step-parent, step-sibling or half-sibling.</p> |
| Long term casual | Means a casual employee employed on a regular and systematic basis for at least 12 months and who has a reasonable expectation of continuing employment until the nominal expiry date of this agreement. |
| Master roster | Means the forecasted rostered workings for the depot / shed / trade over an 8 week cycle. |
| Meal | Means food that is wholesome, nutritious, good and appropriately prepared. |
| NES | Means the National Employment Standards in the Fair Work Act 2009. |
| Non-aggregate wage employee | Means an employee for whom a classification rate of pay exists in this Agreement who is not paid an aggregate wage. |
| Number of days notice | Means calendar days, and not working days. |
| On call | Means an employee who has been directed by the relevant manager to be contactable and remain fit for work outside the normal working hours. |
| Ordinary hours | Means the minimum number of hours an employee must work on average each week. Ordinary hours do not include overtime. |
| Parties | Means (collectively) the Company, the employees covered by this agreement and any union covered by this agreement; or depending on the context means (collectively) the company, the relevant employees covered by the agreement and the relevant union/s covered by this agreement. |
| passive time | Means the ordinary rate applicable to the day and is non-working time for overtime purposes. |
| Permanent or permanent employee | Means a full time and/or a part time employee with on going employment and does not include fixed term or casual employees. |
| Primary caregiver | Means a person who assumes the principal role of providing care and attention to a child. |
| QRN | Means QR Limited. |
| Quarterly Business Consultative Forum | Means a forum between senior management from QRN and QR Network Pty Ltd and senior union/employee representatives to have Company wide discussions on a quarterly basis. |
| Relocation | Means a situation where an employee is required to move from one centre to another which means the employee needs to move their principal place of residence. |
| Rollingstock movement | Means when an employee, other than traincrew, who is assessed as competent carries out the movement of rollingstock including the movement across points and into another road. |

FORMALITIES OF THIS AGREEMENT

| Term/ Abbreviation | Meaning |
|--------------------------------|--|
| Roster | Means an arrangement of shifts to be worked by an employee. To avoid doubt, a roster may include rostered overtime. |
| Roster cycle | Means the period from the commencement of the roster until the day before the pattern of shifts recommences and during which employees on the roster each average 38 ordinary hours for each week in the period. |
| Rostered day off | Means that period between midnight on one day and midnight of the following day. Where shifts are worked on either side of midnight a "Rostered Day Off" will be the 24 hour period immediately following the shift. |
| Roster loading | Means the calculated percentage of afternoon / night shift and / or weekend work in an 8 week roster. |
| Secondary caregiver | Means a person who is also the parent of a child but who is not the primary caregiver. |
| Shiftwork | Means work completed by separate relays of employees which includes afternoon/ night and / or weekend shifts who are deemed to be shift workers. |
| Time off in lieu (TOIL) | Means additional time worked over and above ordinary hours that can be taken as additional days / time off by agreement between the Company and the employee. |
| Workplace procedures | Means processes for carrying out work. |

4. TERM OF THIS AGREEMENT

- 4.1 This Agreement will commence to operate seven days after it is approved by Fair Work Australia. The nominal expiry date of this agreement is 31December 2013.

5. APPLICATION OF THIS AGREEMENT

- 5.1 This Agreement covers and applies to QR Limited and all employees working in the "Coal" or the "Regional Freight" organisational Units, in Queensland, for whom a rate of pay and classification exists in this Agreement. That is, employees whose duties directly relate to various trade/s and associated trade/s functions, and who are required to possess, and use directly or via the provision of trade technical advice, a range of competencies applicable to the ET stream.
- 5.2 This agreement covers and applies to each of the following unions provided that in each case the requirements of s53(2)(a) of the Fair Work Act 2009 have been met:
- 5.2.1 Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (AMWU); and
 - 5.2.2 Communications, Electrical, electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU); and
 - 5.2.3 Australian Rail, Tram and Bus Industry Union (RTBU); and
 - 5.2.4 Queensland Services, Industrial Union of Employees (ASU).

6. OBJECTIVES OF THIS AGREEMENT

ET common objectives

- 6.1 The parties to this Agreement are committed to the following objectives:
- 6.1.1 Implementation of work practices and / or processes to improve the efficiency, profitability and competitive position of the Company.
 - 6.1.2 Implementation of relevant market competitive remuneration, classification frameworks and principles to enhance attraction and retention of employees in roles that are in demand by competitors due to the current national skills shortage.
 - 6.1.3 To provide training and development opportunities that enhances employee career paths and / or nationally accredited recognition.
 - 6.1.4 Implement work practices organised to maximize the flexibility of the workforce and enable competent employees to work across their full range of competencies as required to meet business needs.
 - 6.1.5 Removal of any restrictive workplace practices which prevent employees from performing tasks / utilising their skills for which they are competent and paid to do so.
- 6.2 The parties also recognise that the Company and employees must at all times strive to deliver the highest possible levels of productivity, efficiency, flexibility, cost effectiveness, stability and reliability to our customers whilst not compromising safety.

Rollingstock maintenance objectives

- 6.3 The primary objectives of this Agreement are to establish Regional Freight and Coal Rollingstock maintenance practices which deliver:
- 6.3.1 1. A sustainable industry competitive business which delivers assets that are available and reliable to meet or exceed customer expectations; and
 - 6.3.2 2. Ensure resource capability meets demand through market related remuneration and rostering flexibility; and
 - 6.3.3 3. A safe harmonious workplace environment focussed on continuous improvement in operational reliability, and improved productivity while promoting work and life balance.
- 6.4 The following is the commitment by the parties to secure a sustainable future for the Company and its employees in a competitive marketplace. The parties' key interests in developing this Agreement are to:
- 6.4.1 Provide a healthy and safe environment for all employees, customers and the communities in which the Company operates;
 - 6.4.2 Implement a workplace Agreement that is relevant to the workplace, which is easily understood, transparent and user friendly;

FORMALITIES OF THIS AGREEMENT

- 6.4.3 Deliver responsible financial outcomes and improved conditions of employment that are commercially sustainable by the Company;
- 6.4.4 Implement an Agreement that addresses the issues of employment security while at the same time meeting the needs of a competitive business through workplace flexibility recognising the need to take advantage of business opportunities as they arise; and
- 6.4.5 Participate in developing and implementing workplace improvement methods to deliver improved business performance.

7. RELATIONSHIP WITHIN THIS AGREEMENT AND WITH OTHER AGREEMENTS

- 7.1 This Agreement prevails over all Awards and Agreements in their entirety.
- 7.2 Where a term in the body of this agreement is inconsistent with a term in the Appendix, the term in the body of the agreement shall prevail to the extent of the inconsistency.

8. AGREEMENT TO BE AVAILABLE

- 8.1 This Agreement will be available to all employees covered by it. It will be placed on the intranet and a copy will be provided to an employee who requests it.

9. WORKPLACE POLICIES AND PROCEDURES DO NOT FORM PART OF THIS AGREEMENT

- 9.1 The Company will develop and implement workplace policies and procedures from time to time. Such policies and procedures do not form part of this Agreement.
- 9.2 Where one of the following policies confers a financial benefit or other entitlement to an employee, that part of the policy that confers such benefit or entitlement will only be changed with the agreement of the unions covered by this agreement:

| |
|---|
| Allowance: Locality; |
| Allowance: Travelling, Living away from home and Camp; |
| Allowance: Motor Vehicle; |
| Apprentices; |
| Crisis Accommodation; |
| Employment: Casual; |
| Employment: Fixed Term; |
| Employment: Part Time; |
| Employment: Terminations |
| Guidelines for the completion of position descriptions within QR; |
| Housing allocation (Nov 2006); |

| |
|---|
| Leave: Personal/Carer's Leave; Parental; |
| Leave: Recreational Type; |
| Leave: Situational; |
| Leave: Reduced Working Year Scheme Self funded Additional Leave; |
| Legal liability of Officers and Employees; |
| Managing Surplus Employees; Membership of Professional Development Organisations; |
| PO Progression; |
| Prevention of Post Traumatic Stress; |
| QR Passes; |
| Recognised Prior Learning; Relocation benefits; |
| Salary Sacrifice; Superannuation |

FORMALITIES OF THIS AGREEMENT

- 9.3 Notwithstanding the foregoing, agreement is not required where the changes are necessary to ensure that the policy is consistent with the law.
- 9.4 The overall job evaluation methodology, i.e. the evaluation /assessment of positions, will not be changed during the life of this agreement without the agreement of the unions covered by this agreement.

10. **ANTI-DISCRIMINATION, WORKPLACE DIVERSITY AND EQUITY CONSIDERATIONS**

- 10.1 The Company recognises the importance of workplace diversity, balancing work and life, and equity considerations. The parties support:
 - 10.1.1 The creation of conditions whereby the Company uses the skills and abilities of all workers to meet the needs of the Company
 - 10.1.2 The removal of unlawful discrimination from all employment practices
 - 10.1.3 Regard for the basic human right of each individual to be treated with respect and dignity
 - 10.1.4 The right of each employee to be considered for employment and promotion for which they are skilled and qualified
 - 10.1.5 The right of each employee to compete with others for positions on the basis of their skills, talents, capabilities and willingness and not to be denied fair selection appraisal or to be excluded during the process by inappropriate rules or attitudes
- 10.2 The needs of Equal Employment Opportunity (EEO) target group members by recognising the impact of workplace conditions and practices upon them and taking measures to ensure they are not disadvantaged.

EMPLOYMENT RELATIONSHIP

11. CONTRACT OF EMPLOYMENT

- 11.1 Employees will be engaged on a permanent, fixed-term or casual basis. Every employee will be advised in writing at the time of engagement whether their employment is on a permanent, fixed-term or casual basis.
- 11.2 Unless otherwise specified in this Agreement, the terms and conditions of employment detailed in this Agreement apply to all employees regardless of the basis on which they are engaged.
- 11.3 The Company's preferred method of employment is permanent employment. However, the appropriate method of employment will be used to meet business and operational needs.
- 11.4 An employee will carry out such duties as are reasonably within the limits of the employee's skill, competence and training.
- 11.5 The Company 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).
- 11.6 Any direction issued by the Company pursuant to the above subclauses will be consistent with the Company's responsibilities to provide a safe and healthy working environment.

12. PART-TIME EMPLOYMENT

- 12.1 Part-time employees are those who work less than full-time hours.
- 12.2 The minimum shift for a part-time employee is 2 hours.
- 12.3 Part-time employees will work a minimum of 10 hours per week (or less if agreed between the Company and the employee).
- 12.4 Part time employees receive, on a pro-rata basis, equivalent pay and conditions to those of full-time permanent employees who do the same kind of work.
- 12.5 At the time of engagement, the Company and employee will agree in writing on the number of ordinary hours to be worked per week.
- 12.6 The agreed number of ordinary hours per week may only be amended by mutual agreement and will be recorded in writing.
- 12.7 Any amendment to the normal weekly pattern of work will be by agreement with the employee/s directly affected.
- 12.8 Where an employee and the Company 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 entitlements will be maintained. Following transfer to part-time employment accrual will occur in accordance with the clauses relevant to part-time employment.

EMPLOYMENT RELATIONSHIP

- 12.9 Part-time employment can include job sharing; where 2 employees undertake the work of the equivalent of 1 position on a part-time basis i.e. 2 part-time positions equalling the equivalent of 1 full-time role. Job sharing can only occur with the agreement of the Company and the 2 employees concerned.
- 12.10 A part-time employee who works in excess of their rostered ordinary hours will be paid for all such excess hours worked in accordance with overtime clause.

13. FIXED-TERM EMPLOYMENT

- 13.1 Fixed-term employees are those who are engaged for a specific purpose. This will be in relation to a specific task or a specific time period.
- 13.2 Where a fixed term engagement extends for more than 2 years or involves more than 5 consecutive fixed term engagements at the same location, the employee is to be engaged/converted to permanent employment with the condition that the employee will be subject to involuntary redundancy and termination payments as provided in the relevant Company policies as amended from time to time.
- 13.3 Where an engagement as set out above extends more than 4 years the employee is to be engaged / converted to permanent employment without involuntary redundancy.

14. CASUAL EMPLOYMENT

- 14.1 Casual employees are those who are engaged on an hourly basis.
- 14.2 The minimum shift for a casual employee is 4 hours unless the casual employee is replacing a part-time employee whose rostered hours for the shift are less than 4 hours. In such cases, the minimum shift for the casual is the length of the part-time employee's rostered shift.
- 14.3 Casual employees will receive a 23% loading in addition to their ordinary hours rate of pay. This loading will be paid in addition to any applicable penalty rates, overtime payments or allowances.

15. WORKPLACE FLEXIBILITY ARRANGEMENTS

- 15.1 These flexibility provisions establish both the standard employment conditions and the framework within which a flexibility arrangement can be reached varying the effect of a particular provision in order to meet the genuine needs of the employee and the Company. This flexibility provisions will not be used as a device to avoid the Company's employment obligations.
- 15.2 This subclause does not permit any variation the effect of which would be to vary the effect of the NES in a way not permitted by the Fair Work Act 2009.
- 15.3 The company must ensure that any flexibility arrangement made pursuant to this clause:
- 15.3.1 Must be about matters that would be permitted matters if the arrangement was an enterprise agreement; and
- 15.3.2 Must not include a term that would be an unlawful term if the arrangement was an enterprise agreement.

EMPLOYMENT RELATIONSHIP

- 15.4 A genuine agreement can be reached between the Company and an individual employee at a particular site or a particular section of a site in relation to the following clauses (or subclauses) of this agreement:
- 15.4.1 The annual leave loading subclause of the Annual Leave clause.
- 15.5 The company must ensure that any flexibility arrangement agreed to must result in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.
- 15.6 The Company must ensure that the individual flexibility arrangement must be in writing and signed:
- 15.6.1 by the employee and the Company; and
- 15.6.2 if the employee is under 18 - by a parent or guardian of the employee.
- 15.7 The Company will ensure that a copy of the individual flexibility arrangement is given to the employee within 14 days of the arrangement being agreed.
- 15.8 Any individual flexibility arrangement may be terminated:
- 15.8.1 on no more than 28 days written notice given by the Company or
- 15.8.2 the employee; or
- 15.8.3 by the employee and the Company, at any time, if they agree in writing to the termination.

16. WORKING WITHIN QUEENSLAND RAIL (SECONDMENT)

- 16.1 The Company may request and the employee may agree to perform work in accordance with their job description or other agreed duties within Queensland Rail for an agreed specified period. Agreement will not unreasonably be withheld.
- 16.2 For each fortnightly pay period during the specified period the employee will receive the greater of:
- 16.2.1 The amount the employee would have received for the fortnight under this agreement; or
- 16.2.2 The amount the employee would have received had the employee been covered by the relevant Queensland Rail Agreement.
- 16.3 This clause relates only to employees agreeing to be placed into Queensland Rail during the course of this Agreement. Nothing in this clause is intended to limit or affect the Company's obligations to deliver services under a services contract, whether for Queensland Rail or any other entity.

17. EMPLOYMENT WITH QUEENSLAND RAIL FOR A SPECIFIED PERIOD (TEMPORARY TRANSFER)

- 17.1 An employee who is offered employment for a specified period by Queensland Rail may request and the Company may agree to the employee taking leave of absence for the specified period. Agreement will not be unreasonably withheld.

EMPLOYMENT RELATIONSHIP

- 17.2 This clause relates only to employees agreeing to transfer to Queensland Rail during the course of this Agreement. Nothing in this clause is intended to limit or affect the Company's obligations to deliver services under a services contract, whether for Queensland Rail or any other entity.

18. APPRENTICESHIPS AND TRAINEESHIPS

- 18.1 Apprentices and trainees will be engaged as part of an employment based training scheme approved under the Vocational Education Training and Employment Act 2000.

19. PROBATION

- 19.1 Employees (excluding casuals) will complete an initial probation period of between 3 and 6 months. The length of the probation period will be dependent on the type of work and nature of the position.
- 19.2 During this period the employee's work performance, behaviour and suitability for ongoing employment will be assessed.
- 19.3 The probation period and applicable conditions are to be agreed between the Company and the employee in writing at the time of appointment.
- 19.4 After commencing employment employees will be advised of the performance and behaviour standards required. During the probationary period, employees will be provided with ongoing feedback that is constructive and proactive. In addition, there will be at least 1 review of the employee's performance. At this review, the employee will be given feedback on their performance and the opportunity to address any identified problems.
- 19.5 Where agreed, an employee's probation may be extended once only for a period of up to 6 additional months. However, the total length of a probationary period will not exceed 12 months.
- 19.6 The probation period for an apprentice is 90 days unless otherwise specified by the relevant training authority.
- 19.7 The probation period for a trainee is 30 days unless otherwise specified by the relevant training authority.

20. VACANCIES

- 20.1 Subject to this Clause where vacancies are identified they will be, as far as practicable, advertised in the QRN Weekly Notice.
- 20.2 The Company is not required to advertise vacancies in the following circumstances:

Identical or recurring vacancies

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

- an identical or recurring vacancy becomes available within a 12 month period from the initial advertisement and
- The Company considers that readvertising is unlikely to vary the quality of the existing applicant pool

EMPLOYMENT RELATIONSHIP

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

20.2.3 For the purposes of this clause, vacancies will 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.

Registered employee in transition

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

- demonstrates an ability to meet the essential requirements of the vacant position and can perform the duties or do so with relevant training and support; and
- is substantively at the same or a comparable classification level.

Promotion without advertisement

20.2.5 Where a position’s duties are modified and the position is subsequently re-evaluated 1 classification level higher and the incumbent in that position:

- has been appointed to that position through a merit process for their substantive position
- has been undertaking the position for greater than 24 months
- is satisfactorily meeting all of the performance objectives of the position and
- the new appointment is approved by the Recruitment Centre Manager and Divisional Manager through a business case.

20.2.6 In the event that an employee is appointed to a higher classification level in accordance with this subclause, and the employee’s position is again modified and subsequently re-evaluated another classification level higher, then this exemption will no longer apply and the relevant vacancy must be advertised.

Progression based on competency

20.2.7 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.

21. CREDIT FOR SERVICE WITH QUEENSLAND RAIL LIMITED

21.1 An employee who immediately before commencing employment with the Company was employed by Queensland Rail will upon commencement be credited with the following:

21.1.1 untaken annual leave accruals with Queensland Rail as date of termination;

EMPLOYMENT RELATIONSHIP

- 21.1.2 untaken personal/carer's leave accruals with Queensland Rail as at date of termination;
 - 21.1.3 untaken long service leave accruals with Queensland Rail as at date of termination;
 - 21.1.4 the date of commencement of employment will, for all (other than the above) purposes of this agreement, be deemed to be the date on which the employee commenced (or was deemed to have commenced) employment with Queensland Rail.
- 21.2 The above credits will only be made where the employee provides a written statement from Queensland Rail specifying each of the above untaken leave accruals and commencement date. To avoid doubt for the purposes of this clause any accrual (or part thereof) "paid out" is deemed to have been "taken".

22. MAXIMISING EMPLOYMENT SECURITY

- 22.1 The Company is committed to maximising permanent employees' security of employment, but it operates in a rapidly changing, competitive environment where security of employment is increasingly linked to winning and retaining work.

This requires a continuous review and re-alignment of how we deliver products and services to our customers. The objective is to maximise the application of available resources including staffing and infrastructure, while considering changing customer needs or organisational priorities.

This may mean changes to employment arrangements. Where this occurs it is the parties' intent to pursue security of employment for permanent employees through re-skilling and/or retraining and/or redeployment opportunities. The intent is to provide long-term sustainable employment for employees whilst acknowledging that the flexibility the Company requires may often require changes to people's jobs.

There will be no forced redundancies and no forced relocation.

The no forced redundancy provision applies to permanent employees and long term casual employees This provision does not apply to an employee who has been converted from fixed term to permanent employment with the condition that the employee will be subject to involuntary redundancy.

This clause does not apply to any termination of employment for poor performance, incapacity or misconduct.

An employee shall not unreasonably reject retraining, transfer and/or redeployment. Transfer shall apply as defined in the relevant Company policies as amended from time to time.

23. TRANSFER OF BUSINESS

- 23.1 Where a transfer of business occurs in accordance with the Fair Work Act 2009 and where:
- 23.1.1 the transferring employee's service and accrued and unused leave entitlements with the company are assumed by the new employer; and

EMPLOYMENT RELATIONSHIP

23.1.2 the transferring employee is offered employment on terms and conditions no less favourable than the employee currently enjoys

the transferring employee will not be entitled to payment of any leave, severance, redundancy, period of notice or any other entitlement usually paid on termination of employment.

24. TERMINATION OF EMPLOYMENT

Notice by the Company

24.1 The Company may terminate the employment of any casual employee by giving the casual employee 1 hour's notice.

24.2 The Company may terminate the employment of any permanent or fixed-term employee by giving the employee notice as specified in the table below:

| Period of continuous service | Period of notice |
|-------------------------------------|-------------------------|
| Less than 1 year | 1 week |
| Between 1 and 3 years | 2 weeks |
| Between 3 and 5 years | 3 weeks |
| More than 5 years | 4 weeks |

24.3 If, at the time of termination, the employee is over 45 years of age and has 2 or more years' continuous service, the employee will be given an additional week's notice.

24.4 The Company may choose to make payment in lieu of notice for all or part of the notice period. In such cases, employees will be paid the amounts ordinarily payable in respect of those ordinary hours, including allowances, loadings and penalties.

24.5 The above notice provisions will not apply where the employee is summarily dismissed.

24.6 During the probation period, the employee's employment may be terminated by the Company providing 1 week's written notice or by the Company making payment of 1 week's pay in lieu of notice.

Notice by employees

24.7 Permanent and fixed-term employees must give 2 weeks' notice to terminate their employment.

24.8 Employees who do not provide 2 weeks notice will forfeit pay in lieu of notice not provided.

24.9 Casual employees must give 1 hour's notice to terminate their employment or they will forfeit 1 hour's pay in lieu of notice.

Payments due on termination

24.10 Employees will be paid for time worked (up to the time of termination only) as well as any applicable payments in lieu of notice.

EMPLOYMENT RELATIONSHIP

- 24.11 Employees will be paid for any untaken annual leave (including loading) and untaken long service leave accruals. An employee who has secured employment with Queensland Rail Limited may elect not to be paid the foregoing accruals. Such an employee will be provided with a written statement verifying the accruals of untaken annual and untaken long service leave.

Ceasing fixed-term employment

- 24.12 Fixed-term employment will end at the end of the term nominated or at the completion of the specified task.
- 24.13 Fixed-term employees will not be paid a notice period when their contract ends at the end of the term nominated or at the completion of the specified task.

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25. ANNUAL LEAVE

Entitlement to annual leave

- 25.1 Shift workers who are regularly rostered to work on Saturdays, Sundays and public holidays are entitled to 190 hours annual leave per year of service. Other employees are entitled to 152 hours annual leave per year of service.
- 25.2 To be deemed a shift worker, an employee must be involved in a roster where at least 2 shifts are rostered on a daily basis (and the majority of shifts in that week are also deemed shift work) with 1 employee relieving or being relieved by the other to carry on with that work. Further, each employee must rotate through that roster on a weekly basis. An overlap or gap of up to 2 hours may be allowed between each successive shift to attract the shift worker status.
- 25.3 An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
- 25.4 Casual employees are not entitled to annual leave.

Taking annual leave

- 25.5 Employees must obtain approval from the delegated manager before taking annual leave. Approval will be subject to the business and operational needs of the Company, however, approval will not be unreasonably withheld.
- 25.6 Where an employee has accrued more than 304 (380 for Shift workers) hours of annual leave and agreement cannot be reached through discussions with the employee the Company may direct the employee to take up to 25% of their accrued annual leave. Where such a direction is made the employee will be given at least 14 days' notice of the commencement of the annual leave.
- 25.7 Hours of annual leave taken, cashed out or donated will be deducted from an employee's accrual.

Payment of annual leave

- 25.8 Aggregate wage employees will be paid annual leave at the base rate of pay plus aggregate allowance received by the employee immediately before taking annual leave.
- 25.9 Non-aggregate wage employees will be paid annual leave at the base rate of pay received by the employee immediately before taking annual leave.
- 25.10 Non-aggregate shift workers will receive leave loading of 20%.
- 25.11 All other non-aggregate wage employees will receive leave loading of 17.5%.
- 25.12 Annual leave loading will not be paid to a person who is paid an aggregate wage as this loading is incorporated into the aggregate wage.

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- 25.13 Employees will be paid for public holidays without deduction from their annual leave if the public holiday falls within the period of annual leave.
- 25.14 By written agreement with the Company, non-aggregate wage employees may apply to convert all or part of their leave loading to additional annual leave. This can only occur where the employee has less than or equal to 2 years' accrual of annual leave.

Cashing out/Donating annual leave - Overall limit

- 25.15 Full-time employees are able to cash out/donate a maximum of 38 hours of annual leave in any 12 month period. The maximum hours that may be cashed out for Part-time employees will be determined on a pro rata basis.
- 25.16 Paid annual leave must not be cashed out/donated if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 152 (190 for shiftworkers) hours.
- 25.17 Each cashing out/donation of a particular amount of paid annual leave must be by a separate written agreement between the Company and the employee.
- 25.18 The employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

Donating annual leave

- 25.19 From time to time employees may like to financially assist other employees or their families who are experiencing a serious, life threatening illness or injury, or who have died. In these circumstances, the Company may arrange a donation process for employees to assist fellow employees or their families.
- 25.20 In such situations a full-time employee can voluntarily elect to donate between 7.6 hours and 38 hours of accrued annual leave (and leave loading) to the specific employee or their family. Part time employees can donate annual leave on a pro rata basis.
- 25.21 The cash value of the donated leave (and loading if applicable) forms part of the employee's taxable income for the year, therefore, the Company will deduct the relevant amount for taxation purposes.

Cashing out annual leave

- 25.22 Employees with 12 months' service may apply to cash out a portion of their accrued annual leave subject to the following conditions:
 - 25.22.1 The application will be in writing.
 - 25.22.2 The employee can only make application where the employee has taken a minimum of 152 hours (190 hours for shift workers) of annual leave in the previous 12 months.
 - 25.22.3 Employees may make such an application at a time/s each year designated by the Company or in conjunction with taking a period of annual leave of at least the same duration as the amount of leave the employee is applying to cash out.

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- 25.23 In considering the employee's application, the Company will take into account the potential impact on the employee in terms of workplace health and safety.
- 25.24 The cashed out annual leave (and loading if applicable) forms part of the employee's taxable income for the year, therefore, the Company will deduct the relevant amount for taxation purposes.

Illness while on annual leave

- 25.25 Employees, who become ill during a period of annual leave, may claim personal leave in lieu of annual leave subject to the following conditions:
- 25.25.1 The employee's supervisor is promptly notified of the circumstances during the period of the illness and the approximate duration of the illness
- 25.25.2 The period of illness exceeds 3 days
- 25.25.3 Evidence consistent with the evidence requirements of the Personal/Carers clause of the illness is supplied.
- 25.26 If personal leave in lieu of annual leave is approved by the delegated manager, the employee's annual leave accrual will be adjusted accordingly. Payroll deductions for leave loading will occur (if applicable).

26. LONG SERVICE LEAVE

Entitlement to long service leave

- 26.1 Employees are entitled to 345.8 hours of long service leave on completion of 7 years continuous service.
- 26.2 For any continuous service beyond 7 years, employees will accrue long service leave at the rate of 49.4 hours per year.
- 26.3 For casual employees service remains continuous provided the casual employee is re-engaged on a casual or other (e.g. fixed-term or permanent) basis within 3 calendar months of the date of the termination of employment. Notwithstanding the foregoing the entitlement to long service leave for casual employees is determined by the following:
- 26.3.1 Upon 7 years continuous service the employee's total aggregated hours divided by 13,832 (i.e. 7 years x 52 weeks per year x 38 hours per week) multiplied by 345.8 (i.e. full time hours of long service leave);
- 26.3.2 thereafter at the rate of the employees annual total aggregated hours in the preceding 12 months divided by 1976 (hours) multiplied by 49.4 hours.
- 26.4 A casual employee may only access their accrued long service upon 7 years of continuous service.

Payment of long service leave

- 26.5 Employees will be paid for each ordinary hour of long service leave at the base rate of pay received by the employee immediately before taking long service leave.
- 26.6 Where a public holiday falls within a period of long service leave, the day will be paid as a public holiday and not as long service leave.

Cashing out long service leave

- 26.7 Employees with 7 or more years of service may apply to cash out a portion of their accrued long service leave under the following conditions:
 - 26.7.1 The application will be in writing.
 - 26.7.2 Employees must have at least 345.8 hours of long service leave remaining after they have cashed out a portion of their long service leave.
 - 26.7.3 Employees may make such an application at a time/s each year designated by the Company or in conjunction with taking a period of long service leave.
- 26.8 In considering the employee's application, the Company will take into account the potential impact on the employee in terms of workplace health and safety.
- 26.9 The cashed out long service leave forms part of the employee's taxable income for the year, therefore, the Company will deduct the relevant amount for taxation purposes.
- 26.10 Employees who cash out long service leave will have that amount of leave deducted from their balance.

Salary sacrificing long service leave to superannuation

- 26.11 At a time/s each year designated by the Company, employees with 7 or more years of service and who are entitled to long service leave may apply to salary sacrifice future accruals of long service leave. Employees may apply for this subject to the following conditions:
 - 26.11.1 The application will be in writing.
 - 26.11.2 Employees must have at least 345.8 hours of accrued long service leave at the time of making the application.
- 26.12 In considering the employee's application, the Company will take into account the potential impact on the employee in terms of workplace health and safety.
- 26.13 Employees who salary sacrifice long service leave will not have the relevant amount of leave added to their long service leave balance.

Illness while on long service leave

- 26.14 Employees on long service leave, who become ill during the period of long service leave, may claim personal leave instead of long service leave subject to the following conditions:

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- 26.14.1 The employee's supervisor is promptly notified of the circumstances during the period of the illness and the approximate duration of the illness
- 26.14.2 The period of illness exceeds 5 days on which the employee would have worked but for the absence on long service leave
- 26.14.3 Evidence consistent with the evidence requirements of the Personal clause of illness is supplied.
- 26.14.4 If personal leave in lieu of long service leave is approved by the delegated manager, the employee's long service leave accruals will be adjusted accordingly.

27. PERSONAL/CARERS LEAVE

Entitlement

- 27.1 Employees (except casuals) accrue personal/carers leave at the rate of 76 hours per year.
- 27.2 Accruals shall be credited at least fortnightly.
- 27.3 An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

Taking paid personal/carer's leave

- 27.4 An employee may take paid personal/carer's leave if the leave is taken:
- 27.5 because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- 27.6 to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - 27.6.1 a personal illness, or personal injury, affecting the member; or
 - 27.6.2 an unexpected emergency affecting the member.
- 27.7 Hours of personal/carers leave taken by an employee will be deducted from the employee's accruals.
- 27.8 Unused personal/carers leave will not be paid out upon termination of employment.
- 27.9 Where an employee who is absent on approved unpaid personal leave and provides evidence in accordance with this clause to cover the entire absence, personal/carers leave will continue to accrue for the duration of the employee's absence on such leave.

Notice of absence

- 27.10 Employees must ensure their supervisor or other nominated person is directly notified before or as soon as reasonably practicable after their start time, if they are unable to attend work due to personal/carers leave. Wherever possible, employees will advise

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the expected duration of the absence. Employees will provide advance notice wherever possible.

- 27.11 This section does not apply to an employee who could not comply with it because of circumstances beyond the employee's control.

Entitlement to unpaid carer's leave

- 27.12 An employee is entitled to 2 days of unpaid carer's leave for each occasion (a *permissible occasion*) when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of personal illness, or personal injury, affecting the member or an unexpected emergency affecting the member.

Taking unpaid carer's leave

- 27.13 An employee may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support in accordance with this clause.
- 27.14 An employee may take unpaid carer's leave for a particular permissible occasion as:
- 27.14.1 a single continuous period of up to 2 days; or
 - 27.14.2 any separate periods to which the employee and the Company agree.
- 27.15 An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carer's leave.
- 27.16 Casual employees may apply for unpaid carers leave.

Evidence requirements

- 27.17 An employee must provide evidence for absences due to personal/carers leave which exceed 2 working days or any absence when the Company requests evidence.
- 27.18 Employees will provide evidence for planned medical appointments before the appointment if required by the supervisor.
- 27.19 Acceptable forms of evidence:
- 27.20 Of the employee's personal illness/injury will be a medical certificate from a relevant registered health practitioner;
- 27.20.1 Of an immediate family/household member's illness/injury will include a medical certificate (relating to the immediate family/household member's illness/injury) from a relevant registered health practitioner;
 - 27.20.2 Of the employee's responsibility for an immediate family/household member may include a birth certificate, school notification or letter from a dependent family member's registered health practitioner.
- 27.21 If it is not reasonably practicable for the employee to provide a medical certificate for their own, or an immediate family/household member's, illness/injury when required to do so, the employee must provide alternative and appropriate proof.

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- 27.22 If a medical certificate or alternative and appropriate proof (e.g. statutory declaration) is not provided when required, payment will not be made for the absence.
- 27.23 Where an employee is deemed unfit for rail safety work following a National Health Standards (NHS) assessment, the employee will be required to take appropriate action as advised by the Company. Should the employee be required to access personal/carers leave for greater than 2 working days the employee may provide their own evidence for this absence or, alternatively, the employee will advise the Company to use the NHS assessment as appropriate evidence.

Payment for paid personal/carers leave

- 27.24 If, in accordance with this clause, an employee takes a period of paid personal/carers leave, the Company must pay the employee at the employee's base rate of pay (i.e. the base rate of pay received by the employee immediately before taking such leave) for the employee's ordinary hours of work in the period.

Employee taken not to be on paid personal/carers leave on Public holiday

- 27.25 If the period during which an employee takes paid personal/carers leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid personal/carers leave on that public holiday.

28. COMPASSIONATE LEAVE

- 28.1 Employees (except casuals) are entitled to 2 days' paid compassionate leave (on each occasion) to spend time with an immediate family/household member who suffers a personal illness or injury that poses a serious threat to their life.
- 28.2 Employees will be paid compassionate leave at the base rate of pay received by the employee immediately before taking compassionate leave.
- 28.3 Employees must provide evidence of the situation if required by their supervisor. If no evidence is provided as required, the employee will not be paid for the period.

29. BEREAVEMENT LEAVE

- 29.1 Employees (including casuals with 12 months' service) are entitled to 3 days' paid bereavement leave (on each occasion) when an immediate family/household member dies.
- 29.2 Employees will be paid bereavement leave at (the base rate of pay) received by the employee immediately before taking bereavement leave.
- 29.3 Employees must provide evidence of the situation if required by their supervisor. If no evidence is provided as required, the employee will not be paid for the period.

30. JURY SERVICE LEAVE

- 30.1 Non-aggregate wage employees (except casuals) who are required to attend court for jury service will be paid at the base rate of pay the employee would have received for the ordinary hours the employee would have worked if the employee was not on jury service leave.

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- 30.2 Aggregate employees (except casuals) who are required to attend court for jury service will be paid the base rate of pay plus aggregate allowance the employee would have received for the ordinary hours the employee would have worked if the employee was not on jury service leave.
- 30.3 Where the Company has paid an employee while on jury service, any payments the employee receives from the Sheriff's Office with respect to the jury service must be paid to the Company via a payroll deduction. Employees must co-operate with the Company and complete any required paperwork to ensure this occurs.

31. MILITARY LEAVE

- 31.1 Employees (except casuals) who are members of the Australian Defence Force Reserves and who have at least 12 months' continuous service with the Company, who take approved military leave may apply to access up to 30 calendar days of military leave (including Saturdays, Sundays and public holidays) per financial year.
- 31.2 However, employees will only be paid for days they would have ordinarily worked and only for ordinary rostered hours.
- 31.3 Employees will be paid military leave at the base rate of their substantive position.

32. PARENTAL LEAVE

Entitlement to parental leave

- 32.1 Subject to this clause permanent, fixed-term and casual employees with 12 months' continuous service will be entitled to parental leave. Parental leave includes pre-natal leave, maternity leave, partner's leave, leave for pre-adoption interviews and adoption leave.
- 32.2 The entitlement to parental leave for casual employees is limited to those casual employees who would qualify for parental leave pursuant to the Fair Work Act 2009 (see s67).
- 32.3 The entitlement to paid parental leave under this clause is in addition to any entitlement under the Australian Government's Paid Parental Leave scheme.
- 32.4 Casual employees are entitled to paid parental leave under this clause on a pro rata basis. The proportion of payment for casual employees for each week of paid paternity leave is determined as follows:
- 32.4.1 The total hours worked in the 12 months immediately preceding the relevant date identified at s.67.3 of the Fair Work Act 2009 divided by 1976 (hours) multiplied by the employee's hourly base rate of pay x 38 (hours). To avoid doubt the hourly base rate of pay will be adjusted to include the casual loading).

Pre-natal leave

- 32.5 Employees who are pregnant are entitled to 1 week (38 hours) of paid pre-natal leave to attend pre-natal appointments.
- 32.6 An employee whose partner is pregnant is entitled to 1 day (7.6 hours) of paid pre-natal leave to attend pre-natal appointments.

Paid maternity leave

32.7 Subject to this clause, Employees who give birth to a child are entitled to 14 calendar weeks (532 hours) of paid maternity leave. Such leave may commence up to 6 weeks before the expected birth date and must include the 6 weeks immediately following the birth.

Special maternity leave

32.8 Special maternity leave applies to employees who have a pregnancy-related illness or whose pregnancy has ended other than by the birth of a living child within 28 weeks before the expected date of birth. Such employees may apply for unpaid leave. The maximum period of unpaid leave is the period specified in the medical certificate that is provided as part of the employee's application for special maternity leave. However, the maximum period cannot exceed 52 weeks.

Partner's leave

32.9 An employee whose partner gives birth is entitled to 1 week (38 hours) of paid partner's leave which must start within 1 week of the birth of the child. Where there are exceptional circumstances, the start of leave may be deferred if approved by the Company (e.g. extensive hospitalisation of mother or baby).

Leave for partner to be the primary caregiver

32.10 In cases where the birth parent returns to work and their partner (the employee) is to be the primary caregiver for the newborn, the employee is entitled to access up to a maximum of 7 weeks (266 hours) of paid leave calculated as follows:

- 14 weeks maternity leave
- minus the number of weeks of leave taken by the birth parent (which will be a minimum of 6 weeks).
- minus the 1 week of partner's leave taken at the time of the birth.

32.11 Leave for the partner to be the primary caregiver cannot be taken at the same time that the birth parent is on maternity leave.

32.12 Generally the same rules that apply to the birth parent taking maternity leave to be the primary caregiver, will apply to the partner who is to be the primary caregiver.

32.13 The birth parent may apply to shorten the period of maternity leave in accordance with this clause.

Adoption leave

32.14 An employee who is applying to be the primary caregiver of an eligible child/children is entitled to 1 week (38 hours) of paid leave to attend pre-adoption interviews or examinations.

32.15 An employee who is applying to be the secondary caregiver of an eligible child/children is entitled to 1 day (7.6 hours) of paid leave and 1 day of unpaid leave to attend pre-adoption interviews or examinations.

32.16 Employees who are the primary caregiver of an eligible child/children are entitled to 14 calendar weeks (532 hours) of paid adoption leave.

LEAVE

- 32.17 An employee who is the secondary caregiver of an eligible child/children is entitled to 1 week (38 hours) of paid adoption leave and 2 weeks of unpaid adoption leave.
- 32.18 This leave can be taken at the same time as the primary caregiver takes adoption leave and must start within 3 weeks of the start of the placement.

Payment for parental leave

- 32.19 Where this clause requires paid parental leave, such leave will be paid at the employee's base rate of pay for the employee's substantive position. To avoid doubt superannuation contributions will continue during periods of such paid parental leave.
- 32.20 Where an employee is entitled to paid parental leave pursuant to the Australian Government Paid Parental Leave Scheme, the Company will, for each week of such paid leave, and in addition to the requirements of the scheme, make superannuation contributions based on the amount required to be paid to the employee pursuant to the Scheme.
- 32.21 Part-time and eligible casual employees will be entitled to the same number of weeks' parental leave as full-time employees. However, part-time and casual employees will be paid these weeks on a pro-rata basis.

Maximum periods of parental leave

- 32.22 Employees who are the primary caregiver are entitled to take leave for up to 52 weeks.
- 32.23 This includes any paid parental, annual and long service leave that is taken in respect of the birth or adoption of the child.
- 32.24 The balance of the 52 weeks is unpaid leave.
- 32.25 Employees who are the primary caregiver may apply to take leave for up to an additional 52 weeks. The granting of this request will be subject to business and operational requirements. Such leave may not extend beyond the second birthday of the child (or where relevant, the second anniversary of the adoption) or a maximum of 104 weeks.
- 32.26 Any special maternity leave taken contributes to the maximum period of parental leave.

Varying the period of maternity leave

- 32.27 This clause applies after an employee has started maternity leave.
- 32.28 Subject to this clause
- 32.28.1 The employee may extend the period of maternity leave once by giving the Company 14 days written notice before the end of the period of maternity leave. The written notice must state the period by which the leave is extended.
- 32.28.2 The period of maternity leave may be further extended by written agreement between the employee and the Company.

LEAVE

- 32.29 A period of maternity leave may be shortened by the employee giving 4 weeks' notice (or a shorter period if agreed in writing between the employee and the Company). However a period of maternity leave must be a minimum of 6 weeks.

End of pregnancy other than by the birth of a living child

- 32.30 This clause applies if the employee's pregnancy ends other than by the birth of a living child.

Situations where the employee gives birth:

- 32.31 If the employee had not started maternity leave, she may access up to a maximum of 6 weeks' paid maternity leave. Following the 6 weeks' paid leave, the employee may apply to access special maternity leave or personal leave .
- 32.32 If the employee had started maternity leave, she may access up to a maximum of 6 weeks' paid leave. Following the 6 weeks' paid leave, the employee may apply to access unpaid maternity leave or personal leave . The employee may apply to shorten the period of maternity leave in accordance with this clause.

Situations where the employee does not give birth

- 32.33 If the employee had not started maternity leave, she may access special maternity leave or personal leave.
- 32.34 If the employee had started maternity leave, she may access up to a maximum of 6 weeks' paid leave. Following the 6 weeks' paid leave, the employee may apply to access unpaid maternity leave or personal leave. The employee may apply to shorten the period of maternity leave in accordance with this clause. However, there is no requirement in this circumstance that the employee take a minimum of 6 weeks' leave.

Death of the child

- 32.35 This section applies if:
- 32.35.1 an employee gives birth to a living child but the child later dies and
 - 32.35.2 when the child died, the employee was on maternity leave.
- 32.36 If the employee was on paid maternity leave:
- 32.36.1 the employee may continue on paid maternity leave up to a maximum of 6 weeks, calculated from the date the employee commenced maternity leave;
or
 - 32.36.2 if the employee has already accessed 6 weeks or more of paid maternity leave, paid maternity leave will cease immediately.
- 32.37 If the employee was on unpaid maternity leave, or had already accessed 6 weeks or more of paid maternity leave, the employee may continue on or may take unpaid maternity leave.
- 32.38 At the expiry of any available paid maternity leave in accordance with this clause the employee may access unpaid maternity leave or personal leave.

LEAVE

- 32.39 The employee may apply to shorten the period of maternity leave in accordance with this clause.
- 32.40 The Company may give the employee written notice that, from a stated date, any unpaid maternity leave is cancelled with effect from that date. The date stated in the notice must, unless otherwise agreed between the employee and the Company, be no earlier than the date that is 4 weeks after the date the notice was given. However in no case will the date be earlier than 6 weeks after the birth.
- 32.41 The employee's maternity leave is cancelled from the date stated in the notice.

No longer the primary caregiver

- 32.42 If, for any reason, an employee who is on paid or unpaid maternity leave will no longer be the primary caregiver they must give the Company 4 weeks' notice of the date they will no longer be the primary caregiver. Any paid parental leave will stop from the date on which the employee is no longer the primary caregiver.

The notice given by the employee will include:

- The date, if any, the employee wishes to return to work
 - The type of leave (i.e. annual or long service leave the employee is entitled to), if any, the employee wishes to access between the period of ceasing to be the primary caregiver and returning to work.
- 32.43 If the date specified by the employee is 4 weeks from the date of giving the notice, the employee will return on the date specified.
- 32.44 If the date specified is within 4 weeks of giving notice, the Company may approve the employee to return within this earlier time. The Company will make all reasonable efforts to accommodate such requests. If this approval is not given, the employee will be entitled to return 4 weeks after giving notice.
- 32.45 If the date specified is more than 4 weeks after giving notice, the Company may approve this longer period. If approval is not given, the employee will return 4 weeks after giving notice.
- 32.46 If no date is specified by the employee, the supervisor may require the employee to return to work by giving the employee a minimum of 4 weeks' notice in writing.
- 32.47 The employee's parental leave is cancelled from the date stated in the notice.
- 32.48 The employee may apply to shorten the period of maternity leave in accordance with this clause.

Continuity of service

- 32.49 Paid and unpaid parental leave do not break an employee's continuity of service.
- 32.50 Paid parental leave, with the exception of the Australian Government Paid Parental Scheme, will be counted as service for the accrual of all entitlements.

33. ABORIGINAL AND TORRES STRAIT ISLANDER CULTURAL LEAVE

33.1 Aboriginal and Torres Strait Islander employees are entitled to 5 days' unpaid cultural leave per calendar year to attend ceremonies related to their Aboriginal and/or Torres Strait Islander culture.

34. PUBLIC HOLIDAYS

Applicable public holidays

34.1 The following public holidays will apply:

- New Year's Day
- Australia Day
- Good Friday
- Easter Saturday
- Easter Monday
- Anzac Day
- Labour Day
- Queen's Birthday
- Christmas Day
- Boxing Day
- Show holidays or equivalent (see Clause 29.2)

or

- Any such day appointed under the Holidays Act (QLD) 1983, to be kept in place of any such holiday (i.e. a gazetted public holiday).

Nominating a show holiday

34.2 In a district in which a show holiday is not appointed under the Holidays Act (QLD) 1983, the employee and Company must agree on an ordinary working day that is to be treated as a show holiday for all purposes.

Substituting public holidays

34.3 Where the Company and a majority of affected employees agree a public holiday may be observed on a day other than the day specified above. For the relevant employees this clause will not apply to the public holiday substituted but will apply to the substitute day.

Payment for public holidays

34.4 When a non-aggregate wage employee does not work on a public holiday, and they would have ordinarily worked on that day, they will be paid for the ordinary hours they would have worked if the day was not a public holiday.

34.5 Part-time employees when not working on an applicable public holiday will be paid for the hours they would ordinarily work on that day had it not been a public holiday.

34.6 Casual employees will only be paid for public holidays on which they work.

LEAVE

- 34.7 When a non-aggregate wage employee works on a public holiday they will be paid a full day's wage at the rate applicable for ordinary time worked on such a day plus payment for the time actually worked at 150% of the rate prescribed for such work with a minimum of 4 hours. For the purpose of this clause, a 'full day's wage' means 7.6 hours for employees rostered to work an average of 38 hours per week. However, where an employee's ordinary hours established under the hours of work clauses are other than 7.6 hours, those ordinary hours will be used as the minimum payment for the day. For the purpose of this clause, 'rate applicable for ordinary time worked' includes applicable penalty payments for shift work and weekend work that forms part of the employee's ordinary hours for the week.
- 34.8 When an aggregate wage employee works on a public holiday they will be paid (base + aggregate) x 200% for time actually worked. All hours worked on a public holiday will be credited to cycle time.
- 34.9 However, where an employee does not ordinarily work Saturdays as part of their ordinary hours they will not be entitled to payment for Easter Saturday when not worked.
- 34.10 When an aggregate wage employee is rostered to work a public holiday and is then not required to work by the Company, they will have the rostered hours credited to cycle time.
- 34.11 For non-aggregate wage employee, when a full-time employee's rostered day off falls on a public holiday and cannot be moved to another day, they will be paid 7.6 hours for that day.
- 34.12 When an aggregate wage employee is not rostered in the master roster on a public holiday and is not required to work by the Company they will not be credited any cycle time for the public holiday.
- 34.13 In cases where an employee is required to work on a day substituted for a public holiday, the employee will be paid the rate applicable for the holiday that has been substituted and will be paid in accordance with this clause.
- 34.14 Where a public holiday falls on a Saturday or Sunday but is observed on a Monday or Tuesday, employees will be paid for working the Saturday or Sunday at the penalty rates for Saturdays and Sundays. Where employees work on the gazetted Monday or Tuesday public holiday, they will be paid the penalty rates applicable for working on the gazetted public holiday.
- 34.15 For aggregate wage employees only, where Christmas Day and/or Boxing Day fall on a Saturday and/or Sunday the Public Holiday penalty payments will apply to the actual day i.e. 25 & 26 December. Where this occurs all work performed on the gazetted public holidays will be paid as ordinary time.
- 34.16 Where overtime is worked on a public holiday either as a whole additional shift or as additional hours worked on the day above any ordinary hours, payment will be at double the normal overtime rate.

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35. WAGE INCREASES

ET stream classification rate

- 35.1 The rates of pay – Engineering Trades stream common rates are contained in Appendix 1.
- 35.2 In addition to the base rate of pay, an all purpose allowance as per this Agreement will be paid to employees. This all purpose allowance will be applied to the 30 October 2009 base rate of pay upon implementation of the conditions stipulated in the all purpose allowance clauses.
- 35.3 The rates of pay for EIT ET employees not performing ET duties and ET employees performing AS functions are contained in Appendix 2.

Agreement wage increases

- 35.4 Employees covered by this Agreement will receive the following increases to their base rate of pay and aggregate allowance (where applicable):
- 2.33% on 1 October 2010
 - 1.67% on 1 May 2011
 - 4% on 1 October 2011
 - 5% on 1 October 2012

Commencement of increases

- 35.5 Any increases to wages and/or allowances will commence on the first fortnightly pay period which commences on or after the date specified in the relevant clause of this agreement.
- 35.6 Appendix 3 contains rates of pay for aggregate wage employees as adjusted in accordance with the wage increases.
- 35.7 Appendix 4 contains rates of pay for non-aggregate wage employees as adjusted in accordance with the wage increases.

Transfer payment

- 35.8 All employees with a reasonable expectation of ongoing employment (including permanent employees, permanent employees subject to involuntary redundancy and long term casual employees) will receive a once off payment of \$4000.00 to be paid in the first pay period following the listing of the Company on the Australian Securities Exchange.

Productivity payments

- 35.9 In addition to the rates and increases outlined above, employees covered by this Agreement will receive a productivity payment to implement the productivity based improvements outlined within this Agreement.

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35.10 Any productivity payments will be paid as a productivity allowance on the base rate of pay as at 30 October 2009.

35.11 The parties recognise that the productivity based improvement payment will be paid for the continued operation of the following improvements:

35.11.1 Rollingstock Movement (see clause 78)

35.11.2 Depot Specific Team Arrangements (see clause 76).

Depot Specific Team Arrangements

35.12 The Company will continue to pay the 1% payment where applicable.

b. Rollingstock Movement

35.13 The Company will continue to pay the 7% where applicable.

36. ALL PURPOSE ALLOWANCE FOR AGGREGATE WAGE EMPLOYEES

36.1 For aggregate employees, the all purpose allowance outlined above has been negotiated between the parties as follows:

36.1.1 5.26% all purpose allowance will be used to “buy out” the difference between 304 – 320 rostered hours in Rollingstock Maintenance rosters.

36.1.2 4.74% all purpose allowance which will be paid to employees on lodgement of this Agreement is for:

- The continuation of the rostering principles as outlined in the rostering principles for aggregate wage employees clause; and
- The continuation of low level maintenance work by other competent staff as outlined in the low level maintenance clause.

36.2 This all purpose allowance will not be paid to EiTs or ET staff performing AS duties.

37. ALL PURPOSE ALLOWANCE FOR NON-AGGREGATE WAGE EMPLOYEES

37.1 For non-aggregate wage employees, the all purpose allowance is as follows:

37.1.1 This all purpose allowance will not be paid to EiTs or ET staff performing AS duties.

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38. **PRESERVED AGGREGATE ALLOWANCE**

38.1 Up to 6 months after lodgement, the aggregate allowance for shift workers will be preserved at the dollar values and percentage rates as per the following table.

| | Classification | Electrical | | Mechanical | |
|------------|----------------|--------------|-------------|--------------|-------------|
| | | Dollar Value | Percentage | Dollar Value | Percentage |
| Locomotive | ET 1.3 | \$15 242.82 | 34% | \$14 846.24 | 34% |
| | ET 1.4 | \$16 019.70 | 34% | \$15 623.13 | 34% |
| | ET 1.5 | \$16 665.86 | 34% | \$16 269.29 | 34% |
| | | | | | |
| | ET 2.1 | \$20 400.10 | Average 36% | \$19 983.52 | Average 36% |
| | ET 2.2 | ↓ | ↓ | ↓ | ↓ |
| | ET 2.3 | | | | |
| | ET 2.4 | | | | |
| | ET 3.1 | \$21 248.36 | 36% | \$20 831.78 | 36% |
| | ET 3.2 | \$22 104.31 | 36% | \$21 687.73 | 36% |

| | Classification | Electrical | | Mechanical | |
|-----------------|----------------|--------------|-------------|--------------|-------------|
| | | Dollar Value | Percentage | Dollar Value | Percentage |
| Wagons and OSDs | ET1.3 | \$11 988.92 | 27% | \$11 677.00 | 27% |
| | ET 1.4 | \$ 12 767.21 | 27% | \$12 451.15 | 27% |
| | ET 1.5 | \$13 692.37 | Average 26% | \$13 387.31 | Average 26% |
| | | ↓ | ↓ | ↓ | ↓ |
| | ET 2.1 | | | | |
| | ET 2.2 | | | | |
| | ET 2.3 | \$14 317.56 | 26% | \$14 012.51 | 26% |
| | ET 2.4 | \$14 938.73 | 26% | \$14 633.67 | 26% |

Note: this table represents wage rates once this agreement has been fully implemented i.e. within 6 months after lodgement

39. **THE AGGREGATE ALLOWANCE**

39.1 The aggregate allowance applies to Locomotive Maintainers, Wagon Maintainers and Rollingstock Repairers and will be made up of:

- 39.1.1 Annual leave loading
- 39.1.2 Flexible rostering arrangements – removal of payment provisions for shift brought forward, deferred shift and broken shift and inclusion of TOIL opportunities
- 39.1.3 Removal of payment provisions for attendance to call outs
- 39.1.4 The rolled up rate in lieu of all disability allowances as outlined in clause 43
- 39.1.5 Roster loading

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- 39.1.6 Existing job redesign and multi-tasking which resulted in the three classifications – Locomotive Maintainer, Wagon Maintainer and Rollingstock Repairer.
- 39.2 The aggregate allowance will be paid as a percentage of the base rate plus any all purpose allowances.
- 39.3 The aggregate allowance at the time of lodgement is nominally 38% for locomotives and 28% for wagons and Operational Support Depots (OSDs) until the provisions for variable roster loadings (clause 36) can be implemented within 6 months from lodgement. As a result, rosters and workings in place on a depot by depot basis will continue during this time. This does not preclude the parties consulting in accordance with the consultation clause on future depot rostering requirements once the roster loadings clause.

40. ROSTER LOADINGS

- 40.1 The parties agree that there are penalties associated with working afternoon / night, Saturday and Sunday shifts as prescribed in the shift penalties and working shifts clause. The parties also recognise that the aggregate allowance included a payment for shift and / or weekend work.
- 40.2 As a result the parties have agreed to the following preserved roster loadings, subject to this clause:
 - 40.2.1 Locomotives – 16%
 - 40.2.2 Wagons and OSDs – 12%.
- 40.3 If the roster loading is calculated using the formula below at less than or equal to the above percentages then pay the relevant preserved percentage.
- 40.4 If the roster loading is calculated using the formula below at greater than the above preserved percentages then pay the calculated percentage.
- 40.5 In order to establish the roster loading to be paid at each depot the following principles and steps are used for each master roster:
 - 40.5.1 During this Agreement some depots may require increased afternoon / night and / or weekend rostering to suit business and operational requirements.
 - 40.5.2 The roster loading is recalculated each time the master roster is reviewed and will not be recalculated throughout the 8 week cycle.
 - 40.5.3 The roster loading will continue to be paid when employees are taken out of the roster for short time project work or training as required by business needs.

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Formula for calculating the roster loading

| | |
|----------------|--|
| Step 1 | Insert the master roster into the yellow shaded cells in the table (see appendix 5 for an example) |
| Step 2 | Remove all relief positions and 8-week vacancies from the master roster for this calculation |
| Step 3 | Calculate the ordinary, afternoon/night, Saturday and Sunday hours in the table and place in the loading calculation table |
| Step 4 | Confirm that there is an average of 38 hours per week over the 8 week master cycle |
| Step 5 | Add up the number of hours down the columns and across the rows to confirm that they equal the same number |
| Step 6 | In the loading calculation table divide the ordinary hours by the total hours to get the percentage of ordinary hours in the master roster |
| Step 7 | In the loading calculation table divide the afternoon / night hours by the total hours to get the percentage of afternoon / night hours in the master roster |
| Step 8 | In the loading calculation table divide the Saturday hours by the total hours to get the percentage of Saturday hours in the master roster |
| Step 9 | In the loading calculation table divide the Sunday hours by the total hours to get the percentage of Sunday hours in the master roster |
| | Steps 6 to 9 should be done to 4 decimal places |
| Step 10 | Confirm that the percentages calculated in steps 6 to 9 equal 100% |
| Step 11 | In the loading calculation table (see appendix 5) multiply the “% of total” by the “loading” to get the percentage penalty for the afternoon / night hours in the master roster |
| Step 12 | In the loading calculation table multiply the “% of total” by the “loading” to get the percentage penalty for the Saturday hours in the master roster |
| Step 13 | In the loading calculation table multiply the “% of total” by the “loading” to get the percentage penalty for the Sunday hours in the master roster |
| Step 14 | Add the percentages calculated in steps 12 to 14 to determine the roster loading for the 8 week master roster |
| Step 15 | If the roster loading is below 16% for locomotives and 12% for wagons and OSDs then pay the preserved aggregate allowance (see clause 34) |
| Step 16 | If the roster loading is above 16% for locomotives and 12% for wagons and OSDs then increase the preserved aggregate allowance amounts in clause 34 by the additional roster loading percentage. For example: If the roster loading is calculated at 18% in a locomotive area, pay an aggregate allowance of 38% (ie. 36% + extra 2% roster loading). |
| Step 17 | For the final number the following methodology should be used: Greater than 15.5% - less than or equal to 16.5% = 16% roster loading. Greater than 16.5% - less than or equal to 17.5% = 17% roster loading. |

The parties have developed a tool to calculate each master roster loading. It is recognised that this tool may evolve as the local roster committees work with it at the workplace level. Any identified problems with the tool will be consulted between Senior Management and senior employee representatives.

For an example master roster see appendix 5.

41. ET STREAM CLASSIFICATION STRUCTURE AND PROGRESSION PRINCIPLES

41.1 The parties agree that the ET Stream base classification structure and employee progression principles and purpose are as follows:

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- 41.1.1 The classification structure will cater for various progression principles, training structures and programs currently operating in the Company's ET Stream using no less than 80% AQF principles / competencies and no more than 20% hybrid / business specific principles / competencies aligned to AQF principles.
- 41.1.2 The parties are committed to employees achieving base trade level in the particular calling prior to any expansion of competencies for other trade positions.
- 41.1.3 The classification structure and rates of pay provide the framework and guidelines from which to develop a workplace competency structure that establishes a multi-skilled, competent and flexible workforce.
- 41.1.4 Employees will be required to perform all work for which they are competent in accordance with legislation and safety requirements of the work group.
- 41.1.5 Progression within the classification structure will be determined by the business requirements. The competency mix for the business will allow for the flexibility to the number of competencies the employees will be utilising.
- 41.1.6 No employee will be disadvantaged as a result of the introduction of the progression structures. Where an employee is classified at a level which sets out a lesser rate of pay than that employee is currently paid, the employees' rate of pay will be maintained exclusive of any increase to this Agreement until the classification rate position exceeds the employee's previous rate of pay.
- 41.1.7 Progression from ET 2.4 to ET 3.1 will only be on attainment of 6 "B" band competencies recognised in the relevant job profile which have been assessed as held and used within the business.
- 41.1.8 The parties agree that the base grade rate for a tradesperson in the Company is ET 2.1. New employees will progress from ET 2.1 to ET2.2 providing that they have 12 months' service as a tradesperson within the Company and they have successfully completed agreed training and are prepared to work to the full extent of their training, skills and competence. The Company will not place any unnecessary barriers to employees obtaining required training and / or performing required duties.
- 41.1.9 The Company commits that if, due to reasonable circumstances outside the employee's control, an employee is not able to attain the required training within 12 months of service, they will progress from ET 2.1 to ET 2.2. The employee will be required to sign a commitment that they will undertake and complete all necessary outstanding training for progression from ET 2.1 to ET 2.2.

42. CLASSIFICATION

- 42.1 Trade employees working within the Locomotive and Wagon and OSD sheds are classified into three streams i.e. Locomotive Maintainer, Wagon Maintainer and Rollingstock Repairer for Rollingstock Maintenance. Within each of these streams

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are bands which each have a number of levels with an associated skills base and remuneration package.

- 42.2 Each stream at each location is considered to be a team with designated bands representing work groups in which employees work unrestricted to their level of skill (see appendix 6).

43. CLASSIFICATION STRUCTURE MOVEMENTS

Movement between classification levels

- 43.1 Between Levels 1 and 2 and 2 and 3 for non-supervisory staff movement will be either by appointment to advertised vacancies or, in areas where a work group based competency system operates, by competency acquisition as defined in the relevant job profiles and clause 37.
- 43.2 For positions above Level 3 by appointment to advertised vacancies.

Movement within classification levels

- 43.3 Within Levels 1, 2 and 3 movement will be by appointment to advertised vacancies or, in areas where a work group based competency system operates, by competency acquisition as defined in the relevant job profiles and clause 37.
- 43.4 Within Levels 4 and above movement will be subject to the employee achieving the agreed performance objectives which are to be reviewed annually.
- 43.5 An increase will not be made to the salary of any employee in level 4 and above until they have performed the role for 12 months (or equivalent time for part-time employees).

Classification review

- 43.6 An employee can request to have the classification of their appointed position reviewed. The employee can provide input into the review process. Should the request for a review process be declined or the employee disagrees with the outcome of the classification review, the employee, or their union/ workplace representative, if so requested by the employee may access the mechanisms available for resolving workplace issues in clause 81.

44. SUPERANNUATION

QSuper

The Company will pay:

- 44.1 For contributory accumulation or defined benefit accounts, the greater of the amounts specified in the Superannuation Guarantee (Administration) Act 1992 Cth or the Superannuation (State Public Sector) Deed 1990 QLD.
- 44.2 For non-contributory accounts (i.e. RailSuper), the greater of the amounts specified in the Superannuation Guarantee (Administration) Act 1992 Cth or the rate specified in this Agreement.
- 44.3 Employee superannuation contributions will be paid into a QSuper fund.

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- 44.4 Members of contributory accumulation and defined benefits funds have the option of salary sacrificing their superannuation contributions.
- 44.5 The contribution rate for members of non-contributory accumulation funds (i.e. RailSuper) will be 10% (which is the Superannuation Guarantee Levy (SGL) plus 1%). In the event of an increase to the SGL this relativity will be maintained.
- 44.6 Employees with service at 1 February 1995, who subsequently retire with 10 or more years' service and who have not joined either a QSuper contributory or defined benefit fund, will be entitled to a retirement allowance for the years of service at 1 February 1995, calculated on the base rate of pay of the employee's substantive position for the periods in the following table:

| Continuous service | Retirement allowance |
|--------------------|----------------------|
| 15 years | 3 months' pay |
| 20 years | 4.5 months' pay |
| 25 years | 6 months' pay |
| 30 years | 7.5 months' pay |
| 35 years | 9 months' pay |
| 40 years | 10.5 months' pay |
| 45 years | 12 months' pay |

- 44.7 Eligible employees will receive pro-rata retirement allowance for continuous service less than 15 years based on the proportion of 3 months' pay.
- 44.8 Eligible employees will receive pro-rata retirement allowance for part years of continuous service between 15 and 45 years (maximum).

AustralianSuper

- 44.9 Employees ineligible to join QSuper will have superannuation contributions paid to AustralianSuper.

45. JUNIOR RATES

- 45.1 The Company has the discretion to appoint employees aged under 21 to an appropriate classification and increment level. At a minimum, employees aged 21 and over will be appointed to ET1.1.

46. HIGHER GRADE

Higher level payment

- 46.1 Depending on the principles underpinning the classification system, an employee who is acting in a higher classified position:
- 46.1.1 For more than 4 hours on any shift, will be paid at the higher grade rate for the whole time the employee works on that shift;
- 46.1.2 For 4 hours or less on any shift will be paid the higher grade rate for 4 hours.

Payment at entry level pay point

- 46.2 The general principle for Levels 4 and above of the ET classification streams is that employees who act in a higher classified position will be paid at the entry level pay point of the higher classified position.
- 46.3 Employees who act in a higher classified position for a full week (i.e. Monday to Sunday) will accrue time towards movement to the next incremental level of the higher classified position (if applicable).

Higher grade and leave payments

- 46.4 Employees do not accrue annual leave and/or personal/carers leave at a higher grade rate when acting in a higher grade position. Such Leave will accrue and be paid in accordance with the relevant clauses in this Agreement.
- 46.5 Employees who have previously accrued annual leave and/or leave for own illness/injury (now personal/carers leave) at a higher grade rate will continue to draw on those higher grade accruals until the accruals are exhausted or no longer relevant.
- 46.6 When an employee has had leave pre-approved before going into a period of higher grade, the Company will not cease the higher grade arrangement with the sole intent to avoid the Company's obligation of higher grade payment.
- 46.7 The Company is not obligated to approve an employee's leave that is requested once the employee has commenced higher grade and that leave would fall within or directly after a period of acting higher grade.

47. DISABILITY ALLOWANCES FOR AGGREGATE WAGE EMPLOYEES

- 47.1 Specific allowances have been previously combined into one rate for the purpose of calculating an all purpose disability allowance payment. This payment is made in lieu of any disability or ability allowances. Employees who receive this allowance will complete tasks as required by their supervisor / manager in line with their position and skills.
- 47.2 The allowances that have been "rolled up" are:
- Steam cleaning
 - Examiner working stock wagons
 - Grinding in enclosed situations
 - Working in pollution wells
 - Confined space (WICS)
 - Corrosive substance
 - Heat sensitive compounds
 - Shovelling coal
 - Fibreglass
 - White metalling of bearings
 - Asbestos work

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- Asbestos (eradication)
 - Welding copper fireboxes
 - Sewage work
 - Pneumatic jack hammer or drill
 - Livestock vans
 - Livestock wagon preparation
 - Running shed allowance (RSA)
 - Dirt and acid money.
 - Wet Places
- 47.3 The in-lieu payment for these allowances is paid as a part of the aggregate allowance at the following rates:
- \$1.50 per hour for all hours worked in Locomotive sheds
 - \$0.45 per hour for all hours worked in Wagon sheds
 - \$0.45 per hour for all hours worked in OSDs.
- 47.4 This all purpose allowance will be applied to employees who are employed as Locomotive Maintainers, Wagon Maintainers and Rollingstock Repairers.
- 47.5 The following allowances have been excluded for the purpose of calculating the allowance payment and will still be payable where applicable as per the definitions.

Working in the Rain

- 47.6 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.

Air support respiratory mask

- 47.7 Any employee required to wear protective clothing and an air support / respirator / mask will be paid 90 cents per hour extra.
- 47.8 This allowance will increase by 4% on 1 May 2011 and 5% on 1 March 2012

48. DISABILITY ALLOWANCES FOR NON-AGGREGATE WAGE EMPLOYEES

Principles

- 48.1 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 Agreement).
- 48.2 Unless otherwise stated payment of allowances will be on an hourly basis.
- 48.3 Unless otherwise stated, payment of allowances will be for actual time to the nearest 30 minutes for which the allowance is payable.
- 48.4 Allowances increases – all disability allowances identified in this clause with a dollar value only will be increased by 4% on 1 May 2011 and 5% on 1 March 2012. No further increases will occur to these allowances for the life of this Agreement.

REMUNERATION

Working in the rain

- 48.5 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.

Running shed allowance

- 48.6 Where trades employees and their assistants are engaged in the repair, modification and maintenance of locomotives, where the locomotive has come out of operations and the employees are affected by heat and grime, the employee will be 67 cents per hour in addition to their ordinary rate.

Dirt and acid money

- 48.7 Employees engaged in the maintenance, repair, overhaul and / or charging to lead acid storage batteries, battery boxes, and / or locomotives carrying lead acid storage batteries will be paid an allowance of 49 cents per hour (acid money) for the whole shift.

Working in pollution wells

- 48.8 Employees required to work in pollution wells will be paid an allowance of \$1.50 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.
- 48.9 Whilst working in this capacity, no employee will be entitled to the payment of the confined space allowance.

Confined space

- 48.10 An employee will be paid 70 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.
- 48.11 This allowance will not be paid at the same time as the working in pollution wells allowance.

Wet places

- 48.12 Employees working in wet places will be paid 55 cents per hour in addition to such employee's ordinary rates.
- 48.13 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.

REMUNERATION

Corrosive substance

48.14 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 will be paid an allowance of 41 cents per hour. This allowance will not be paid at the same time as the heat sensitive compounds allowance.

Heat sensitive compounds

48.15 Any employee in the workshops area whilst engaged in applying heat sensitive compound procedures will be paid an allowance of 41 cents per hour. This allowance will not be paid at the same time as the corrosive substance allowance.

Fibreglass

48.16 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 cents per hour extra.

48.17 This allowance will also be paid for the time spent in cleaning up the job and equipment.

Livestock vans

48.18 Employees cleaning pig, sheep, cattle and horse vans will be paid 36 cents per hour extra.

Livestock wagon preparation

48.19 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 cents per hour extra.

Air support respiratory mask

48.20 Any employee required to wear protective clothing and an air support / respirator / mask will be paid 90 cents per hour extra.

Electrical licensing allowance

48.21 All employees who are required to hold an electrical licence for the performance of their work will be paid a licensing allowance of \$45.34 per fortnight. This allowance will be paid for all purposes of this Agreement.

48.22 This allowance amount will increase as follows:

- 1 October 2010 \$46.40
- 1 May 2011 \$47.17
- 1 October 2011 \$49.06
- 1 October 2012 \$51.51

REMUNERATION

Tool allowance

- 48.23 Where tradespersons are required by the Company to provide their own tools they will be paid tool allowance of \$ 48.62 per fortnight.
- 48.24 This allowance will not be paid if the employee is absent on extended leave, annual leave, or leave for own illness / injury or leave for family / emergency reasons, but will be paid for a broken part of a week.
- 48.25 Where the Company provides employees with the required tools to complete their work tool allowance will not be paid.
- 48.26 This allowance will not increase over the life of this Agreement.

First aid officers allowance

- 48.27 Employees appointed to perform the duties of a First Aid Officer will be paid \$2.06 per day in addition to their ordinary rate of pay.
- 48.28 First Aid Officer allowance is paid to employees who are selected to perform first aid duties where having a first aid certificate is not part of their position description. Where an employee's position description requires a first aid certificate e.g. as part of their training requirements, this has been considered during the position evaluation and the above payment does not apply.
- 48.29 This allowance will not be paid when employees are on leave. An alternative employee will be appointed to perform First Aid Officer duties when required to cover periods of leave.
- 48.30 This allowance will increase by 4% on 1 May 2011 and 5% on 1 March 2012.

Locality allowance

- 48.31 The Company will provide locality allowance to eligible employees in accordance with the Locality allowance policy.

49. MEAL ALLOWANCES – WORKING AWAY FROM HOME DEPOT/STATION

- 49.1 Employees who are relieving or temporarily working more than 8 kms from their home station who are not required to stay overnight will be eligible for meal allowances.
- 49.2 Employees relieving or temporarily working at a place from which they can return home for a portion of the time that they are off duty will be paid \$13.52 for each meal time that they are away from home.
- 49.3 No allowance will be paid for the first meal which occurs when employees are sent away from their home station or depot to work 1 shift. However, if employees leave their home station on 1 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.

REMUNERATION

- 49.4 Meal allowance will not be paid if employees:
- Depart from their home depot after 0700
 - Return to their home depot before 0700
 - Depart from their home depot after 1230
 - Return to their home depot before 1330
 - Depart from their home depot after 1800
 - Return to their home depot before 1830.

50. ON CALL ALLOWANCE

- 50.1 Employees will participate in the on call roster to provide an effective “out of hours” emergency response service. The requirements for an on call roster and the actual number of staff will be determined on a depot by depot basis governed by business requirements.
- 50.2 Where an employee is directed to remain on call after finishing their ordinary hours for the day they will be paid:
- 1 hour per day for each on call day Monday to Friday and
 - 2 hours per day for each on call weekend and public holiday.
- 50.3 The 1 hour and 2 hours’ pay will be at the rate applicable for the day.
- 50.4 When employees are paid on call allowance, they are to remain fit for work and able to respond within a reasonable time to any call received from the Company.
- 50.5 The hours paid in the on call allowance will not contribute to cycle time.

51. WORKING AWAY FROM HOME

- 51.1 Eligible employees will be paid living away from home allowances and travelling allowance depending on their accommodation and the length of their stay.

52. PAYMENT OF WAGES/SALARY

- 52.1 All employees will have their remuneration paid fortnightly into a nominated financial institution.

53. APPRENTICE PAY RATES

53.1 Apprentices will be paid in accordance with the Apprentices' and Trainees' Wages and Conditions (Queensland Government Departments and Certain Government Entities) Order and Order Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities) 2003; which at the time of lodging this Agreement was as follows:

| Year | % of C10 (2.1) or Trade Equivalent or Trade Entry | % of C10 or Trade Equivalent on Entry (Year 11 Complete) | % of C10 or Trade Equivalent on Entry (Year 12 Graduate) |
|------|---|--|--|
| 1 | 40 | 47.4 | 50.7 |
| 2 | 55 | 55 | 58.9 |
| 3 | 75 | 75 | 75 |
| 4 | 90 | 90 | 90 |

53.2 Apprentices and trainees will be entitled to the wage level appropriate to the competencies possessed by them at the time of entry. Apprentices and trainees who commence with no industry competencies will enter at wage level 1.

53.3 Employees who commence an apprenticeship after completing a pre-employment, pre-trade, pre-apprenticeship, pre-vocational and other full-time institutional training course which is appropriate to the apprenticeship commenced, will commence at wage level 1 and three months after commencing their apprenticeship, progress to wage level 2, provided that the granting of such recognition is consistent with the policy of the Training Recognition Council.

53.4 An apprentice who is age 21 at the start or attains age 21 during their apprenticeship will be paid 100% ET1.1 or until the stage rate is higher, then the apprentice is paid at the higher rate eg: stage 4 apprentice pay rate is higher than ET1.1.

53.5 When the Company recruits an internal employee to an apprenticeship they remain on their base pay rate until they complete their apprenticeship and are either offered a trade position or until the stage rate is higher than their permanent base rate.

54. TIME AND WAGES RECORD

54.1 The Company will keep a time and wages record on the Company's premises that contains the following particulars for each pay period for each employee:

- 54.1.1 the employee's classification
- 54.1.2 the Company's full name and address
- 54.1.3 the name of the Agreement under which the employee is employed
- 54.1.4 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
- 54.1.5 the wage rate for each week, day, or hour at which the employee is paid
- 54.1.6 whether the employee's employment is permanent, fixed-term or casual
- 54.1.7 the gross and net wages paid to the employee

REMUNERATION

- 54.1.8 details of any deductions made from the wages
 - 54.1.9 contributions made by the Company to a superannuation fund
 - 54.1.10 the period to which payment relates
 - 54.1.11 the employee's date of birth
 - 54.1.12 details of accrued leave for own illness / injury and leave for own illness / injury payments to the employee
 - 54.1.13 the date the employee was paid
 - 54.1.14 the date when the employee commenced employment
 - 54.1.15 if appropriate, the date when the employee ends employment with the Company
 - 54.1.16 for casual employees - 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.
- 54.2 The Company will keep the time and wages record for 7 years.

HOURS OF WORK

55. AGGREGATE WAGE EMPLOYEES

Ordinary hours of work for aggregate wage employees

- 55.1 The ordinary hours of work for aggregate wage employees will be an average of 38 hours per week over the 8 week (304 hours) roster cycle.
- 55.2 In addition to rostered workings, intervals between shifts, meetings, travelling time, and training will contribute to the 304 hour cycle time.
- 55.3 Employees may be required to work in any 24 hour period on any day of the week.
- 55.4 Ordinary hours may be worked in shifts of between 6 and 12 hours.
- 55.5 Employees are required to observe the nominated starting and finishing times for the work day, and will take breaks at times which maximises available work time.
- 55.6 The ordinary starting and finishing times of various groups of employees or individual employees may be staggered.
- 55.7 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.
- 55.8 The hours of working 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 the Company and the majority of employees directly concerned.

Rostering principles for aggregate wage employees (25 May 2009)

- 55.9 It is agreed between the parties that if required employees can be rostered up to the preserved roster loading without opposition or without receiving additional roosting loadings (see roster loadings clause).
- 55.10 A weekly and master roster will be developed to ensure adequate coverage of hours and numbers of employees with the appropriate skills are available at times necessary to meet business requirements.
- 55.11 Shifts will be rostered as follows:
 - 55.11.1 304 hours over an 8 week cycle.
 - 55.11.2 Rostered shifts will not be less than 6 hours (except in the instances of part-time employees) and not more than 12 hours.
 - 55.11.3 Maximum number of hours rostered in any 1 week are not to exceed 54 hours.
 - 55.11.4 Maximum number of hours rostered in any 1 fortnight are not to exceed 96 hours.

HOURS OF WORK

- 55.11.5 Separate master rosters will be developed for each shed and / or trade at each maintenance depot.
- 55.11.6 An employee on call where possible should be rostered between 0600 and 1800.
- 55.11.7 An employee will be rostered to have a 10 hour break between rostered workings.
- 55.11.8 Shifts will be shared equitably across the workgroup.
- 55.11.9 No more than two consecutive 12 hour night shifts will be rostered.
- 55.11.10 Where possible a 12 hour break should be provided between 12 hour shifts.
- 55.12 By agreement time off in lieu (TOIL) may be taken in accordance with clause 68.
- 55.13 The local roster committee will be made up of depot staff and local management representatives.
- 55.14 The local roster committee is responsible for:
 - 55.14.1 considering workload analysis and capacity planning
 - 55.14.2 considering staff availability
 - 55.14.3 developing and reviewing the master roster
 - 55.14.4 developing and posting weekly rosters.

Master rosters

- 55.15 The Company will advise and consult with the local roster committee on rostering requirements for each master roster.
 - 55.15.1 In developing the master roster the local roster committee will take into consideration occupational health and safety.
 - 55.15.2 A member of the local roster committee will then draft a master roster that suits the business requirements.
 - 55.15.3 This draft master roster will be provided to the Company who will assess whether the roster meets the business requirements.
 - 55.15.4 If the Company is satisfied with the draft master roster employees will then be provided 7 calendar days' written notice of the change.
 - 55.15.5 If the draft master roster does not suit the business needs, the Company will consult on the necessary changes required.
 - 55.15.6 After consultation if the draft roster still does not meet the business requirements the Company will post the master roster and provide 7 calendar days' written notice of implementation of the change.
- 55.16 Changes to the master roster will be determined no later than 10 calendar days prior to the start of the next 8 week cycle.

HOURS OF WORK

- 55.17 On a change to the master roster, the roster loading will be recalculated and applied in accordance with the roster loadings clause.

Weekly rosters

- 55.18 The weekly roster will be developed to ensure that any known work programs and staff availability are accommodated subject to business and operational requirements.
- 55.19 Before posting the weekly roster, relief positions will be allocated on an as needed basis to cover vacancies.
- 55.20 Weekly rosters will be posted by 1400 on Thursday.
- 55.21 Before posting of the weekly roster any alterations will be confirmed with the local management to ensure that there is adequate coverage of hours and number of employees with the appropriate skills. Where the weekly roster does not meet management's requirements consultation between the parties will be in accordance with the consultation clause.

56. NON-AGGREGATE WAGE EMPLOYEES

Ordinary hours of work for non-aggregate wage employees

- 56.1 The ordinary hours of work for a full time non-aggregate wage employee will be 38 hours per week averaged over the work cycle.
- 56.2 Day workers - Ordinary hours will be worked between the hours of 0600 to 1800. All work outside of the spread of ordinary hours will be paid at overtime rates.
- 56.3 Employees may be required to work in any 24 hour period on any day of the week.
- 56.4 Ordinary hours may be worked in shifts of up to 10 hours without attracting overtime penalties where there is agreement between the Company and the majority of employees within the work location and/or work group and/or area directly affected.
- 56.5 Ordinary hours may be worked in shifts of up to 12 hours without attracting overtime penalties where there is agreement between the Company and at least 66% of the employees within the work location and/or work group and/or area directly affected.
- 56.6 Ordinary hours worked on a Saturday will attract a 50% penalty payment.
- 56.7 Ordinary hours worked on a Sunday will attract a 100% penalty payment.
- 56.8 The Company and employees directly affected in a work location and/or work group and/or work area may agree to work more than 8 ordinary hours on any day which would provide for one or more leisure days off to be taken off during the work cycle.
- 56.9 Where the arrangement of ordinary hours of work provides for a leisure day off, the Company and the majority of employees concerned may agree to accrue up to a maximum of 5 leisure days off. In this instance the accrued leisure days off will be taken within 12 calendar months of the date on which the first leisure day off was accrued.
- 56.10 Employees are required to observe the nominated starting and finishing times for the work day, and will take breaks at times which maximise available work time.

HOURS OF WORK

- 56.11 The ordinary starting and finishing times of various groups of employees or individual employees may be staggered.
- 56.12 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.
- 56.13 The hours of work 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 the Company and the majority of employees directly concerned.

Alteration of shift at short notice – deferred sign on time

- 56.14 When an employee is advised, at least 2 hours before the start of a rostered shift, that the employee's starting time has been altered to a later hour, the employee will be paid one hour's pay. If advised in less than 2 hours, the employee will be allowed 2 hour's pay.
- 56.15 The penalty in the above sub clause will be paid at the rate applicable to the particular day but will not be counted for the calculation of overtime.
- 56.16 For the sake of clarity, this clause does not apply to employees who are not working nominated start and finish times.
- 56.17 Employees covered by an 0600 to 1800 spread of hours will be paid the appropriate overtime rate for any altered hours outside of the 0600 to 1800 hours spread.

Alteration of shift at short notice – shift brought forward

- 56.18 When the start time of the employee's next day's rostered working needs to be brought forward the Company will provide employees with at least 24 hours' notice or before the end of the previous shift without attracting overtime penalties.
- 56.19 Day workers will be paid the appropriate overtime rate for any altered hours outside of the 0600 to 1800 hours spread.
- 56.20 When the start time of the employee's next day's rostered working is to be brought forward and the notice is given after the end of the previous shift and within 24 hours of the intended new shift, the following method of payment will apply:
 - 56.20.1 all time worked outside of the previously rostered hours will attract overtime penalties in accordance with the overtime clause.
 - 56.20.2 employees will be entitled to passive payment at ordinary rates for all previously rostered hours not worked in the changed shift.
 - 56.20.3 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.
- 56.21 The 24 hour notice period will be calculated from the time of the notification to the time of the altered start time.

Rostering principles for non-aggregate wage employees

- 56.22 For non-aggregate wage employees who work in a rostered environment rosters will be developed in accordance with the below principles.
- 56.22.1 A weekly roster will be developed to ensure adequate coverage of hours and numbers of employees are available at times necessary to meet business requirements.
- 56.22.2 The Company will consult with employees on roosting requirements for the weekly roster.
- 56.22.3 Employees will be provided with 7 calendar days written notice of any changes to the master roster.
- 56.22.4 If employees object to the proposed changes they are to notify the Company in accordance with the resolving disputes about this agreement clause.
- 56.22.5 Shifts will be rostered as follows:
- Rostered shifts will not be less than 6 hours (except in the instances of part-time employment) and not more than 12 hours.
 - Maximum number of hours rostered in any 1 week are not to exceed 54 hours.
 - Maximum number of hours rostered in any 1 fortnight are not to exceed 96 hours.
 - An employee on call where possible should be rostered between 0600 and 1800.
 - An employee will be rostered to have a 10 hour break between rostered workings.
 - Shifts will be shared equitably across the workgroup.
 - No more than two consecutive 12 hour night shifts will be rostered.
 - Where possible a 12 hour break should be provided between 12 hour shifts.
- 56.22.6 The weekly roster will be developed to ensure that any known work programs and staff availability are accommodated.
- 56.22.7 Relief positions will be allocated on the weekly rosters on an as needed basis to cover vacancies.
- 56.22.8 Weekly rosters will be posted by 1400 on the Thursday.

57. HAND OVER TIME

- 57.1 Where a hand over 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.

58. TRAVELLING TIME

- 58.1 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 the employee shall be paid for actual time travelling. All time will be regarded as passive time and shall not be included in the days work for overtime purposes.
- 58.2 Travelling time performed on Saturday, Sunday and on public holidays shall be paid for at the rate applicable to the days.

OTHER CONDITIONS

59. OVERTIME / EXCESS TIME

- 59.1 Working hours in addition to ordinary hours may be required from time to time by the Company to meet business needs. Sufficient staff will be expected to be available to meet business needs and emergency situations.
- 59.1.1 For aggregate wage employees all time worked in excess of 304 hours in an 8 week roster cycle will be paid at the rate of 150% of the (base rate of pay plus aggregate allowance).
- 59.1.2 For non-aggregate wage employees all time worked in excess of, or outside of an employee's ordinary hours will be paid at the rate of time and a half for the first 3 hours and double the rate thereafter except for:
- Overtime worked on a Saturday after the completion of a rostered ordinary hours shift which will be paid at the rate of double time
 - Overtime worked on Sunday which will be paid at the rate of double time.
- 59.1.3 For non-aggregate wage employees overtime will be calculated on a daily basis.
- 59.1.4 For non-aggregate wage employees who are shiftworkers, overtime will be paid at the rate of double time.
- 59.1.5 A shiftworker means an employee who is involved in a roster where at least 2 shifts are rostered on a daily basis (and a majority of shifts in that week are also deemed shift work) with 1 employee relieving or being relieved by the other to carry on with that work. Further, each employee must rotate through that roster on a weekly basis. An overlap or gap of up to 2 hours may be allowed between each successive shift to attract the shift worker status.
- 59.1.6 Employees who are paid at a rate higher than ET5.3 are exempt from the overtime provisions of this Agreement, except where otherwise expressly authorised by the Company to be paid overtime.
- 59.1.7 Employees who are paid at a rate higher than ET5.3, who are expressly authorised by the Company to be paid overtime, will be paid overtime at the rate of pay of the position in which they worked overtime.
- 59.1.8 **Meals during overtime** – For non-aggregate wage employees, where an overtime shift of 4 hours or greater is worked before or after the employee's ordinary rostered workings the employee will be provided a paid meal break of 20 minutes between the overtime and the ordinary rostered workings.

OTHER CONDITIONS

- 59.1.9 **Meal breaks during overtime** – For non-aggregate wage employees who are required to continue work after their usual ceasing time will be entitled to a paid 30 minute meal break after 2 hours, or after one hour if overtime continues beyond 1800 hours.

After each further period of 4 hours the employee will be allowed a paid 45 minute meal break.

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

- 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:

| | Day work | Night Work |
|--------|-----------|-------------|
| Meal 1 | 0700-0900 | 1900- 2100 |
| Meal 2 | 1200-1400 | 0000 - 0200 |
| Meal 3 | 1700-1900 | 0500 - 0700 |

Where day work and night work overlap (e.g. between 0500 and 0700 and between 0700 and 0900) only one overtime meal allowance will be paid.

- The employee who is called out, is given less than 2 hours' notice, to work 2 hours or more, prior to and continuous with a rostered shift.
 - An employee is called out and is advised after 2200 to sign on before 0600 to work 2 hours or more overtime prior to and continuous with a rostered shift.
 - An employee works an overtime shift of more than 4 hours between 1900 and 0700 with less than 2 hours' notice given.
 - An employee is advised after 2200 to sign on before 0600 to work an overtime shift of over 4 hours.
 - A non-aggregate wage 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.
 - An aggregate wage employee works more than 2 hours' past their rostered ceasing time regardless of when the employment is notified of the requirement to work overtime.
- 59.1.11 **Broken shifts** – Non-aggregate wage employees whose starting and finishing times extend beyond a period of 10 hours will have the whole of the time outside the 10 hours paid for at overtime rates.

OTHER CONDITIONS

60. CANCELLATION OF OVERTIME SHIFTS

- 60.1 Where a rostered overtime shift is cancelled with less than 12 but more than 2 hours notice, the employee will be paid 1 hour's pay at the rate applicable to the day, but the payment will not be counted for the calculation of overtime.
- 60.2 Where an employee is cancelled off a rostered overtime shift, with 2 hours notice or less, the employee will be paid 2 hour's pay at the rate applicable to the day but the payment will not be counted for the calculation of overtime.

61. INTERVAL BETWEEN SHIFTS

- 61.1 Employees will be provided with a minimum of a 10 hour interval between signing off and signing on for the next rostered working.
- 61.2 If an employee has not had at least a 10 hour break between sign off and sign on they will be released until they have had a 10 hour break without loss of pay for any ordinary time occurring during such absence.
- 61.3 Where a minimum 10 hour break is not provided by the Company the employee will be paid overtime for hours worked until a 10 hour break is provided.
- 61.4 If, during the 15 hours immediately preceding an employee's next ordinary working following 2 consecutive days off or an observed public holiday, the Company requires an employee to work so much overtime that they have not had at least a 10 hour break they will be released until they have had a 10 hour break without loss of pay for any ordinary time during this absence.

62. WAITING TIME

- 62.1 If the Company sends an employee to work away from their home depot and they are required to wait for a train to return to the home depot they will be paid passive rates for such waiting time.

63. PUTTING TOOLS IN ORDER

- 63.1 Employees will be allowed such reasonable time as the Company deems necessary during working hours in each week to put their tools, benches and/or machines in order.

64. MAKE UP PAY ON DAY OF INJURY

- 64.1 Any employee, who, as a result of any injury received during working hours, is unable to complete the day's work, will be paid for the whole day of such day during which the injury was received.

65. CALL OUTS

- 65.1 Employees may be called out to attend for duty outside ordinary hours where the business requires such additional work to be performed.
- 65.2 Employees who are not being paid to be "on call" (see on call allowance clause) should not unreasonably refuse to attend for duty when requested by the Company
- 65.3 When a non-aggregate employee is called out and attends for duty then they will be paid a minimum payment of 4 hours at ordinary rates plus the penalty payment above

OTHER CONDITIONS

100% applicable to the particular day for each hour (defined as any part of an hour) actually worked.

- 65.4 Payment for call outs will begin from the time the employee leaves to attend the call out.
- 65.5 Where the call out work continues into the next rostered working the call out period will end at the start of the employee's next normal rostered shift.
- 65.6 Where a non-aggregate wage employee is able to deal with a call out remotely, e.g. by phone, email or electronic system they will be paid a minimum payment of 30 minutes.
- 65.7 Multiple call outs within the minimum payment period will not attract additional minimum payments.
- 65.8 Where an employee works beyond the minimum payment period they will be paid for the actual hours worked.
- 65.9 For aggregate wage employees, all work performed on call outs outside of rostered hours will have a minimum of 4 hours credited to cycle time.
- 65.10 For aggregate wage employees who respond to a call out via remote assistance a minimum of 30 minutes will be credited to cycle time.

66. MEAL BREAKS

- 66.1 Employees will be entitled to an unpaid meal break of a minimum of 30 minutes and a maximum of 60 minutes.
- 66.2 This unpaid break will be taken between the end of the third hour and before the start of the sixth hour on duty.
- 66.3 Where an employee is required to maintain constant vigilance of their work the unpaid meal break may be taken at a time that suits operational requirements.
- 66.4 Where mutually acceptable to the Company and the employee and where operationally required, the rostered ordinary hours may be inclusive of a paid meal break of 30 minutes' duration.
- 66.5 Shift workers will be allowed a paid 30 minutes in each shift for a meal, which will be taken at a time that does not cause a stoppage of work.
- 66.6 Where subclause ("This unpaid break will be taken between the end of the third hour and before the start of the sixth hour on duty") cannot be met due to operational requirements and there is agreement between the Company and employee(s) concerned the unpaid meal break will be taken outside these times during the shift and will attract no additional payment.
- 66.7 Where an employee has not commenced an unpaid meal break after 5 hours 30 minutes on duty of an ordinary shift the employee will be paid 100% above the rate applicable to the day until a meal break period has commenced. This clause does not apply to employees in the following circumstances:

OTHER CONDITIONS

- Where an employee is required to maintain constant vigilance of their work the unpaid meal break may be taken at a time that suits operational requirements.
 - Where mutually acceptable to the Company and the employee and where operationally required, the rostered ordinary hours may be inclusive of a paid meal break of 30 minutes' duration.
- 66.8 Meal times of various groups of employees or individual employees may be staggered to suit operational requirements.
- 66.9 No employee will be booked off for an unpaid meal break between 2300 and 0600 hours.
- 66.10 Where an aggregate wage employee is required by the business to work additional hours before or after the employee's rostered workings the employee will be provided a paid 30 minute meal break after 4 hours. This paid break will be taken between the additional hours and the employee's ordinary rostered workings.

67. REST PAUSES

- 67.1 Employees will be entitled to a paid 10 minute break in the first half and the second half of the day/shift. These rest pauses will be taken at times that do not interfere with continuity of work.
- 67.2 The two 10 minute rest pauses may be combined into 1 rest pause that may be taken during ordinary hours at a time that does not interfere with continuity of work.
- 67.3 Where ordinary hours are 4 hours or less an employee will not be entitled to a rest pause.
- 67.4 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.
- 67.5 Where ordinary hours are worked greater than 8 hours and up to 12 ordinary hour shifts, employees will be entitled to a third paid 10 minute break between the second and third work period. The third 10 minute break will break the shift into five approximately equal work periods.

68. DERAILMENTS

- 68.1 Employees on shift will attend outside depot workings and/or derailments where practical. In general the first response for a derailment will be provided by employees on shift at the time.

Aggregate wage employees

- 68.2 All time associated with derailment work (including travelling time) will be paid at 200% of the base plus aggregate allowance regardless of whether the time is during or outside rostered hours.
- 68.3 Attendance to outside depot workings or derailments during normal rostered hours will be credited to the work cycle. Actual time associated with outside depot workings or derailment work outside of rostered hours will not be credited to the work cycle.

Non-aggregate wage employees

OTHER CONDITIONS

Rate of payment

- 68.4 Employees required to attend derailments, will be paid as follows:
- 68.4.1 Ordinary rates when loading material or travelling to and from the derailment between their usual starting and the usual finishing time.
 - 68.4.2 Employees who do not usually work on Saturdays will be paid at the rate of 150% for the first 8 hours and 200% thereafter, if required to travel to a derailment on Saturday.
 - 68.4.3 When loading material or travelling to and from the derailment between the usual finishing time and usual starting time, 150%.
 - 68.4.4 When working at the derailment, 50% penalty, above ordinary or overtime rates, as the case may be.

Provision of meals

- 68.5 The Company will provide refreshments such as tea, coffee, and food. When meals are supplied the ordinary meal allowance will not be paid.

Waterproof clothing

- 68.6 The Company will provide waterproof coats, hat covers, and rubber boots for employees involved in derailment work.

Responsibility of employees

- 68.7 Employees will not, without reasonable cause, refuse to accompany or assist at a derailment if called upon to do so by the Company.

69. SHIFT PENALTIES AND WORKING SHIFTS

- 69.1 Afternoon / night shifts will be those worked between the hours of 1615 and 0730 hours.
- 69.2 Afternoon / night shifts will attract a 25% penalty payment for all hours worked between 1615 and 0730, Monday to Friday.
- 69.3 For non aggregate employees ordinary Saturday shifts will attract a 50% penalty payment.
- 69.4 For non aggregate employees ordinary Sunday shifts will attract a 100% penalty payment.
- 69.5 **Broken Roster** – the following provisions apply to non-aggregate wage employees only.
- 69.5.1 An employee who is rostered for afternoon / night shift and who is not rostered for at least 5 successive afternoon / night shifts in a week, will be paid overtime rates for those shift hours which fall between 1615 and 0730.
 - 69.5.2 Overtime rates will also be paid outside the spread of 1615 and 0730 where a weekly roster includes a mixture of rostered day shifts and either afternoon or night shifts.

OTHER CONDITIONS

69.5.3 These overtime rates will not apply to any week in which an employee is prevented from working five full successive afternoon or night shifts due to:

- a public holiday where the employee is booked off duty, breaking the rostered sequence; or
- the employee being absent from work due to illness or leave, including training, where such occurrence breaks the rostered sequence; or
- the employee or group of employees who work arrangements where they work additional hours over an agreed work cycle of more than one week, resulting in one or more leisure days off during one of the weeks in the work cycle.

69.6 Any employee working 5 full night shifts in succession will 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.

70. TIME OFF IN LIEU (TOIL) FOR AGGREGATE EMPLOYEES

70.1 By mutual agreement between the Company and the employee additional hours above 304 may be taken as time off in lieu (TOIL) at an agreed time. Generally additional hours will be taken prior to the end of the 8 week cycle in which the roster was worked, except where expressly agreed otherwise. For the purposes of clarity TOIL will only occur when there is agreement – the Company cannot direct an employee to take additional hours worked as TOIL.

HEALTH & SAFETY

71. OCCUPATIONAL HEALTH AND SAFETY

- 71.1 The parties agree that the health and safety of all employees, contractors and visitors is the primary concern of the Company. The parties to this Agreement share an ongoing commitment to promote the health, safety and welfare of all employees, contractors and visitors, and nothing in this Agreement will be designed or applied in ways that reduce or diminish this objective.
- 71.2 The Company is committed to taking all reasonable and practical steps to provide a safe and healthy workplace.

72. FITNESS FOR WORK

- 72.1 Employees are required to comply with the Company's alcohol and other drug testing program and reasonable testing programs of external companies if working on the external Company's site/s.
- 72.2 The Company's alcohol and other drug testing program will not use blood and/or urine.

Process for testing on external customers' premises

- 72.3 This clause recognises that some drug and alcohol tests conducted at customer's premises might produce a positive test that indicates a potential health and well being risk. Many of the Company's customers expect their employees and suppliers to be drug-free, so it is damaging for the Company's relationship with its customers if its employees test positive, even though they may not be impaired at the time.
- 72.4 The Company will manage the issue of any positive tests at customer's premises in a sensitive and caring manner, mindful of the business impacts. It is expected that any employee who tests positive will work co-operatively with the Company with the objective of avoiding future re-occurrences.
- 72.5 The Company's employees will be required to abide by reasonable drug and alcohol testing policies of companies who have contracts with the Company, and who routinely require such testing of other contractors and internal employees.
- 72.6 The parties agree that a positive test at a customer's site may require the removal of the Company's employee from that customer's site. Each incident will be assessed on its merits using the Company's People Performance Framework, a typical approach would be:
- 72.6.1 If the Company's employee tests positive under the customer's testing methodology, the employee may be removed from the customer site and may be taken home or to the quarters/motel if residing away from home. The employee's supervisor will schedule an interview to discuss the incident during the next rostered shift, with a view to offering counselling and medical assistance to help address any problem that might exist. A plan to ensure future tests do not produce a positive result will be jointly developed. A sensitive and caring approach will be taken by both the supervisor and the

employee. This is not a disciplinary process and the employee will be paid as per the normal shift for all purposes of this clause

72.6.2 If the employee tests positive a second time under the customer's testing methodology within 6 months, an interview will be held. The employee may be required to produce a clear test before being rostered for work at any customers' premises that requires fitness for duty testing. A further action plan will be developed to ensure future tests do not produce a positive result. Any counselling and medical assistance offered to the employee to help address an apparent problem must be accepted. This is not a disciplinary process and the employee will be paid as per the normal shift for all purposes of this clause.

72.6.3 If the Company's employee tests positive for a third time under the customer's testing methodology within 12 months, then this may invoke a disciplinary process under the Company's People Performance Framework. There will continue to be an emphasis on working positively with the employee to address any issues of addiction. A clear test may be required for the employee before returning to a customers' workplace. A further action plan will be developed, but failure to comply will be considered to be a serious breach of the Company's Code of Conduct.

72.7 For the purposes of this clause, 'customers' includes but is not limited to mine sites, ports and other transport/logistics companies.

72.8 Failure to agree to participate in the testing procedure when the request is made within the terms of this Agreement will be treated as if the employee has failed the test, and actions will be similar to those outlined above.

73. INCAPACITATED EMPLOYEE

73.1 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. However, where the employee is no longer able to perform the duties of their position or 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.

GROWING THE BUSINESS

74. COMMITMENT TO TRAINING

74.1 The parties recognise that, in order to increase the efficiency, productivity and competitiveness of the Company, a positive commitment to training and skill development is required. Accordingly, the parties commit to:

74.1.1 Developing a more highly skilled and flexible workforce

74.1.2 Providing employees with career opportunities through appropriate training to acquire additional skills

74.1.3 Removing barriers to the utilisation of skills acquired unless licensing requirements prohibit this.

75. CONTINUOUS IMPROVEMENT

75.1 This agreement will not inhibit the parties progressing or commencing programs of organisational and/or structural change.

75.2 Subject to the above statement, the parties provide an ongoing commitment to facilitate improvements in organisational performance and a mutual understanding in future workplace that such improvements may be acknowledged in future workplace agreements if appropriate.

76. COMMITMENT TO FLEXIBILITY AND MOBILITY OF EMPLOYEES

76.1 The parties to this Agreement are committed to:

76.1.1 full flexibility in the performance of employee duties including the requirement to perform a wider range of duties. This may include work which is incidental or peripheral to their core qualifications, tasks, responsibilities, functions, licensing and or legislative requirements as outlined in the relevant classification competencies.

76.1.2 not requiring an employee to perform a task that is outside their competence or to promote deskilling through requiring this flexibility.

76.1.3 maintaining existing rostering flexibilities that the Company has negotiated and paid for in previous industrial instruments (i.e. any 5 in 7 rostering).

76.1.4 perform their duties across a range of the Company's locations including various depots and other work sites. This may include locations anywhere within Australia. The Company gives a commitment that any request for an employee to work outside their usual work place will be reasonable taking into account family responsibilities. Where mobility is not contained within the employee's contract of employment the resourcing requirement will be filled by a voluntary process.

77. DEPOT SPECIFIC TEAM ARRANGEMENTS

77.1 The principles and training of semi-autonomous teams will continue as a part of this Agreement.

GROWING THE BUSINESS

- 77.2 Teamwork and the fostering of a cooperative environment is encouraged at all levels.
- 77.3 Where determined by the Company semi-autonomous teams will operate in some Rollingstock Production depots. These depots will be assessed by the Company on a case by case basis.
- 77.4 Where an employee received an increase to their pay point on the introduction of semi autonomous teams, this pay point will be maintained. However all future assessments will be based on the competency framework described in clause 37.

78. LOW LEVEL MAINTENANCE

- 78.1 Following an agreement between the different work areas of the Company low level maintenance activities in all Company facilities (excluding within Rollingstock Maintenance Facilities) will be performed by suitably trained and assessed freight operations employees. This clause does not stop employees covered by this agreement undertaking these tasks and responsibilities in all Company facilities.
- 78.2 The indicative tasks and responsibilities are:
- 78.2.1 Provision, service, clean and perform lower level maintenance on rolling stock / locomotives. Duties include (but are not limited to):
- Plug in/plug out electrical equipment/ appliances that comply with legislative requirements (e.g. within Test)
 - Replace brake blocks adjust rigging (not 2800 compression links)
 - Replace hose bags, repair sand hoses
 - Perform brake travel adjustments
 - Cleaning of sandpipes and filling of sandboxes
 - Repairs / change out toilets (locomotives)
 - Minor repairs on auxiliary equipment, such as
 - Change / replace light bulbs (cab / ditch / step, etc)
 - Wipers / headlights / ground lights
 - Check / fill: engine oil, water, fuel on locomotives
 - Decant toilets and sludge tank
 - Wash outside of locomotives
 - Clean locomotives / cabs
 - Other work agreed locally by consultative committee.
- 78.3 Employees engaged in freight operations duties are required to carry out the low level maintenance tasks and responsibilities. The intent of this requirement is to ensure:
- 78.3.1 It is not used in a manner whereby it displaces the use of qualified tradespersons on qualified trade work or lower level maintenance duties where operationally efficient.

GROWING THE BUSINESS

- 78.3.2 It will apply to current and new traction systems and equipment.
 - 78.3.3 Work performed will meet all safety and legal compliance requirements.
 - 78.3.4 Operational employees will be thoroughly briefed (i.e. the scope of the work to be performed)under this Agreement.
 - 78.3.5 That training for low level maintenance tasks is conducted by a trades person who is appropriately qualified and is a Trainer/Assessor.
- 78.4 On a site-by-site basis, employees and their representatives will be consulted on any additional duties identified that can be completed by suitably trained employees engaged in freight operations duties in its facilities, excluding within rollingstock maintenance facilities.

79. ROLLINGSTOCK MOVEMENT

- 79.1 Unrestricted Movement of Rollingstock will occur in a defined maintenance area using a risk based approach utilising lock outs, derailleurs and other mechanical devices.
- 79.2 Movement of rollingstock will only occur where a risk assessment has been conducted and when relevant staff have obtained the required training and have been assessed as competent to move rollingstock by all available means.
- 79.3 The movement of rollingstock includes the driving of locomotives and the use of other equipment (examples include, but not limited to, Rail Vehicle Placers, shunt tractors and crabs)..
- 79.4 For the purposes of clarity, it is not QRN's intention to take away from the predominant position of employees as a qualified trades person, rather movement of rollingstock will result in productivity and efficiencies for employees and the Company.
- 79.5 Depots currently moving rollingstock will continue to do this during the life of this workplace agreement.
- 79.6 In those depots where movement of rollingstock did not occur at the time of lodgement of this agreement the Company will consult in accordance with the consultation clause on a depot by depot basis on the implementation of the movement of rollingstock.
- 79.7 In all locations from time to time on a depot by depot basis the Company may review the defined maintenance area in terms of how and where rollingstock movements occur. Where the defined maintenance area is to be altered the Company will consult in accordance with the consultation clause.

COMMUNICATION AND CONSULTATION

80. COMPANY TO NOTIFY

- 80.1 Where the Company has developed a proposal to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Company must notify the employees who may be affected by the proposed changes and any union covered by this agreement and who is able to represent the industrial interests of one or more employees likely to be affected. Nothing in this clause limits the discretion of an employee to be represented by whomever the employee chooses.
- 80.2 For the purposes of this clause “proposal” or “proposed change” means a proposal that has been developed by the Company which is capable of implementation, subject to changes (if any) arising from the consultation.
- 80.3 (b) Significant effects include termination of employment, major changes in the composition, operation or size of the Company's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where this agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

81. COMPANY TO DISCUSS PROPOSED CHANGE

- 81.1 The Company must hold discussions with the employees affected and the relevant union/s (or other employee nominated representatives, if any). These discussions must involve or include:
- 81.1.1 The timely provision in writing of all relevant information, including details of the change, the likely effects on employees, the reasons for the proposed change and, where relevant, a proposed implementation date;
 - 81.1.2 Measures to avert or mitigate any adverse effects on employees
 - 81.1.3 Provision of reasonable resources, including work time, for employees to fully participate in the consultation process;
 - 81.1.4 Genuine consideration of the parties suggestions, ideas and contributions;
 - 81.1.5 Genuine opportunity for the parties to affect the outcome.
- 81.2 The discussions must commence as early as practicable after a relevant proposal has been developed by the Company.
- 81.3 The Company is not required to disclose confidential information the disclosure of which would be contrary to the company's interests.
- 81.4 Where the Company makes a final decision in relation to the proposed change, the Company will notify the parties in writing. This notification will include final details of the proposed change and an implementation date. The implementation date will not be earlier than 5 working days from the date of the notification, unless safety

concerns demand otherwise. In such cases, the notification will be signed by senior management.

- 81.5 Where a notification under the above subclause has been issued, the parties will have 5 working days in which to issue a notice of dispute. This notice of dispute will be made pursuant to Step 3 of the Dispute Resolution Procedure. For the purposes of this clause working day has the same meaning as in the Disputes Resolution Procedure.

82. QUARTERLY BUSINESS CONSULTATIVE FORUM

- 82.1 The parties agree to participate in a quarterly business consultative forum.

83. RESOLVING WORKPLACE ISSUES

- 83.1 The Company will continue to provide a mechanism for employees to work towards resolving individual workplace issues (which are distinct from disputes about this Agreement).

84. RESOLVING DISPUTES ABOUT THIS AGREEMENT

- 84.1 In the event of any dispute arising during the course of employment the following procedure will apply. The objectives of this procedure are the resolution of disputes, or matters that may give rise to a dispute, by measures based on consultation, co-operation and discussion.
- 84.2 An employee may, at any step in the procedure, appoint a representative (including an Organisation or Association). Unless revoked by the employee, the appointment will continue for any subsequent steps of the procedure.
- 84.3 A representative may do all the things which the procedure authorises an employee to do.
- 84.4 While this procedure is being followed, employees will continue to work in accordance with their contract of employment and comply with lawful and reasonable directions given by the Company. However, employees will not be required to perform any work where the employee holds a reasonable concern about an imminent risk to the employees' health or safety.
- 84.5 The steps in this procedure are as follows:

STEP 1:

In the event of a dispute an employee/s will attempt to resolve the dispute with the employee's immediate supervisor. If the dispute is unresolved the employee may refer the dispute to step 2.

COMMUNICATION AND CONSULTATION

STEP 2:

The relevant manager and/or the Managers representative, and the employee will attempt to resolve the dispute. Unless otherwise agreed such attempt will take place within 24 hours after the referral by the employee. If the dispute remains unresolved it may be referred by the employee to step 3.

Any referral to step 3 must be in writing. The written notice of dispute must contain these details:

- The location of the dispute
- The subject of the dispute
- The particulars of the dispute
- At least one proposed resolution of the dispute.

STEP 3:

Consistent with this agreement, a dispute may commence at this level by the provision of a written notice which contains the same details as identified in step 2.

More senior management and the employee will attempt to resolve the dispute. If the dispute is not resolved, the Company will issue to the employee a written notice setting out the Company's decision. This notice will include, where relevant, the date of implementation, which will be no earlier than 3 working days from the date of the notice.

To avoid doubt, this means the disputed changes will not be implemented until the 3 working day period has ended.

Where the dispute remains unresolved, it may be referred to step 4 by way of an application to Fair Work Australia. The application to Fair Work Australia must be lodged within 3 working days of the employee receiving written notice of the Company's decision. For the purposes of this clause a "working day" shall be any day other than Saturday, Sunday or public holiday

STEP 4:

Where an application is lodged in accordance with step 3 the Company will not implement the disputed changes until this step is completed. Where the application is lodged after 3 working days from the notice referred to in step 3, the company may implement the change and the matter may only proceed to conciliation.

FWA will first attempt to resolve the dispute by conciliation. The employee and the company will act expeditiously and without delay to progress the dispute. Due consideration will be given to any recommendation made by FWA.

Where the dispute pertains to the application or interpretation of this Agreement or an alleged breach of this Agreement and, where the dispute remains unresolved following conciliation FWA is authorised to resolve the dispute by private arbitration

To the extent necessary the following powers are conferred upon FWA:

- Making procedural directions as to the time, place and conduct of the conciliation or arbitration

COMMUNICATION AND CONSULTATION

- Directing the parties as to the manner of receiving submissions, including requiring formal submissions
- Hearing oral submissions
- Taking written submissions
- Hearing evidence by oath or affirmation
- Conducting inspections.
- Determine the representation of the parties applying the same criteria as contained in S596 of the Fair Work Act 2009

The Company or an employee will not be represented by a legal practitioner during the conciliation and/or arbitration unless:

- the consent of the other party to such representation is obtained; or
- the legal practitioner is a permanent employee of the Company or of the employee's representative Organisation or Association; or
- Where FWA grants leave to appear in accordance with the powers granted herein.

Where the dispute is subject to private arbitration, the decision of FWA is binding.

UNION MATTERS

85. UNION DELEGATES

- 85.1 Union delegates and job representatives from the workplace have a role to play within a workplace. That role is not to co-manage or hinder the efficient operation of the workplace.
- 85.2 The Company shall not unreasonably hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties. The role of Union delegates and job representatives is secondary to the job they are employed to perform.
- 85.3 Employees will be given full access to Union delegates and other job representatives during working hours to discuss any employment matter provided that work requirements are not unreasonably affected.
- 85.4 Provided that service delivery and work requirements are not unduly affected, delegates and job representatives will be provided reasonable access to facilities for the purpose of undertaking representative activities. Such facilities may include: telephone, computers, email, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards. The company and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes and the use of such facilities will not be abused.
- 85.5 The Company will approve time off without loss of pay for ordinary hours for employees who are elected (honorary) officials of unions to attend a reasonable number of union executive meetings, divisional meetings, State Council meetings and annual/bi-annual conferences of their union. These are to be based on schedules agreed to between the Company and the respective Union. Such paid arrangements will not include travelling time.
- 85.6 Relevant union delegates will be advised of intended induction sessions and provided with opportunities to discuss union membership with new employees at the session.

86. INDUSTRIAL RELATIONS EDUCATION LEAVE

- 86.1 Industrial relations education leave is paid time off to acquire knowledge and competencies in industrial relations. Such knowledge and competencies are intended to enable union delegates or job representatives to effectively participate in consultative structures, perform a representative role and further the effective operation of the grievance and dispute settlement procedures.
- 86.2 This clause does not apply to probationary employees.
- 86.3 Upon written application, employees who are Union delegates or job representatives may be granted up to 38 ordinary hours paid time off per calendar year. Leave under this clause is not cumulative and each absence must be approved by the Chief Executive (or delegated authority).
- 86.4 Upon written application this leave will be granted, unless it unreasonably impacts upon service delivery, work requirements, or the effectiveness and efficiency of the work unit concerned.

UNION MATTERS

- 86.5 Payment for leave pursuant to this clause shall be at ordinary time.
- 86.6 For the purpose of this clause "ordinary time" means the base weekly rate paid to the employee, exclusive of any penalties or loadings that would have been paid had the employee been performing their normal job.
- 86.7 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.
- 86.8 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

87. PAYROLL DEDUCTIONS

- 87.1 The Company will provide payroll deduction (PRD) facilities for union subscriptions at no cost to unions or employees.

88. CONTRACTORS

- 88.1 The application of this clause is limited to work that is ordinarily undertaken by employees covered by this agreement.
- 88.2 Prior to the final decision to use contractors/labour hire to perform such work, the Company:
 - 88.2.1 Will explain the basis for the decision to consider using contractors/labour hire to Union/Workplace Representatives at the relevant work area; or
 - 88.2.2 Will, where the contracting out/ labour hire proposal impacts on more than one site, provide the state office of the relevant unions with the explanation and in those circumstances the Company is not required to advise the Union/Workplace Representatives at the relevant work area ; and
 - 88.2.3 Will following the above explanation allow those Union/Workplace Representatives or the state office of the relevant unions (depending on who was notified in accordance with 1 and 2 above) a reasonable period (with a minimum of 48 hours) to present any alternatives or options for the performance of the work that is being considered to be contracted out.
- 88.3 At the conclusion of the reasonable period in point 3 above, the Company will make a final decision and may proceed with the use of the contractors/labour hire for the work in question if no suitable alternative has been adopted.
- 88.4 In the event of an operational emergency need the Company is relieved of its obligation under point 3 above.

APPENDIX 1: RATES OF PAY – ENGINEERING TRADES STREAM COMMON RATES

| | Commencement | 1-Oct-10 | 1-May-11 | 1-Oct-11 | 1-Oct-12 |
|--------------|---------------------|-----------------|-----------------|-----------------|-----------------|
| | | 2.33% | 1.67% | 4% | 5% |
| Level | F/N Wage | F/N Wage | F/N Wage | F/N Wage | F/N Wage |
| ET6.4 | \$3,356.49 | \$3,434.70 | \$3,492.06 | \$3,631.74 | \$3,813.33 |
| ET6.3 | \$3,282.88 | \$3,359.37 | \$3,415.47 | \$3,552.09 | \$3,729.69 |
| ET6.2 | \$3,210.26 | \$3,285.06 | \$3,339.92 | \$3,473.52 | \$3,647.20 |
| ET6.1 | \$3,136.56 | \$3,209.64 | \$3,263.24 | \$3,393.77 | \$3,563.46 |
| ET5.3 | \$2,915.97 | \$2,983.91 | \$3,033.74 | \$3,155.09 | \$3,312.84 |
| ET5.2 | \$2,831.89 | \$2,897.87 | \$2,946.26 | \$3,064.11 | \$3,217.32 |
| ET5.1 | \$2,746.93 | \$2,810.93 | \$2,857.87 | \$2,972.18 | \$3,120.79 |
| ET4.3 | \$2,579.96 | \$2,640.07 | \$2,684.16 | \$2,791.53 | \$2,931.11 |
| ET4.2 | \$2,442.26 | \$2,499.16 | \$2,540.90 | \$2,642.54 | \$2,774.67 |
| ET4.1 | \$2,324.11 | \$2,378.26 | \$2,417.98 | \$2,514.70 | \$2,640.44 |
| ET3.3 | \$2,239.81 | \$2,292.00 | \$2,330.28 | \$2,423.49 | \$2,544.66 |
| ET3.2 | \$2,155.39 | \$2,205.61 | \$2,242.44 | \$2,332.14 | \$2,448.75 |
| ET3.1 | \$2,070.33 | \$2,118.57 | \$2,153.95 | \$2,240.11 | \$2,352.12 |
| ET2.4 | \$1,986.03 | \$2,032.30 | \$2,066.24 | \$2,148.89 | \$2,256.33 |
| ET2.3 | \$1,901.72 | \$1,946.03 | \$1,978.53 | \$2,057.67 | \$2,160.55 |
| ET2.2 | \$1,816.87 | \$1,859.20 | \$1,890.25 | \$1,965.86 | \$2,064.15 |
| ET2.1 | \$1,734.04 | \$1,774.44 | \$1,804.07 | \$1,876.23 | \$1,970.04 |
| ET1.5 | \$1,701.17 | \$1,740.81 | \$1,769.88 | \$1,840.68 | \$1,932.71 |
| ET1.4 | \$1,636.28 | \$1,674.41 | \$1,702.37 | \$1,770.46 | \$1,858.98 |
| ET1.3 | \$1,558.27 | \$1,594.58 | \$1,621.21 | \$1,686.06 | \$1,770.36 |
| ET1.2 | \$1,506.82 | \$1,541.93 | \$1,567.68 | \$1,630.39 | \$1,711.91 |
| ET1.1 | \$1,470.30 | \$1,504.56 | \$1,529.69 | \$1,590.88 | \$1,670.42 |

APPENDIX 2: EIT ET STAFF AND ET STAFF PERFORMING ADMINISTRATION DUTIES ET COMMON RATES PAY

| Level | Commencement | | 1-Oct-10 | | | 1-May-11 | | 1-Oct-11 | | 1-Oct-12 | |
|-------|--------------|------------------|------------|-------------|------|------------|------------------|------------|------------------|------------|------------------|
| | F/N Wage | Annual Base Wage | F/N Wage | Annual Wage | Base | F/N Wage | Annual Base Wage | F/N Wage | Annual Base Wage | F/N Wage | Annual Base Wage |
| | | | 2.33% | | | 1.67% | | 4% | | 5% | |
| ET6.4 | \$3,340.50 | \$87,151.18 | \$3,418.33 | \$89,181.81 | | \$3,475.42 | \$90,671.15 | \$3,614.44 | \$94,298.00 | \$3,795.16 | \$99,012.90 |
| ET6.3 | \$3,267.25 | \$85,240.14 | \$3,343.37 | \$87,226.23 | | \$3,399.20 | \$88,682.91 | \$3,535.17 | \$92,230.23 | \$3,711.93 | \$96,841.74 |
| ET6.2 | \$3,194.97 | \$83,354.61 | \$3,269.42 | \$85,296.77 | | \$3,324.02 | \$86,721.23 | \$3,456.98 | \$90,190.08 | \$3,629.83 | \$94,699.58 |
| ET6.1 | \$3,121.62 | \$81,440.72 | \$3,194.35 | \$83,338.29 | | \$3,247.70 | \$84,730.04 | \$3,377.61 | \$88,119.24 | \$3,546.49 | \$92,525.20 |
| ET5.3 | \$2,902.08 | \$75,713.25 | \$2,969.70 | \$77,477.37 | | \$3,019.29 | \$78,771.24 | \$3,140.06 | \$81,922.09 | \$3,297.06 | \$86,018.19 |
| ET5.2 | \$2,818.40 | \$73,530.00 | \$2,884.07 | \$75,243.25 | | \$2,932.23 | \$76,499.81 | \$3,049.52 | \$79,559.80 | \$3,202.00 | \$83,537.79 |
| ET5.1 | \$2,733.85 | \$71,324.07 | \$2,797.54 | \$72,985.92 | | \$2,844.26 | \$74,204.78 | \$2,958.03 | \$77,172.97 | \$3,105.93 | \$81,031.62 |
| ET4.3 | \$2,567.67 | \$66,988.77 | \$2,627.50 | \$68,549.61 | | \$2,671.38 | \$69,694.39 | \$2,778.24 | \$72,482.17 | \$2,917.15 | \$76,106.28 |
| ET4.2 | \$2,430.63 | \$63,413.35 | \$2,487.26 | \$64,890.88 | | \$2,528.80 | \$65,974.56 | \$2,629.95 | \$68,613.54 | \$2,761.45 | \$72,044.22 |
| ET4.1 | \$2,313.04 | \$60,345.47 | \$2,366.93 | \$61,751.52 | | \$2,406.46 | \$62,782.77 | \$2,502.72 | \$65,294.08 | \$2,627.86 | \$68,558.78 |
| ET3.3 | \$2,229.14 | \$58,156.55 | \$2,281.07 | \$59,511.60 | | \$2,319.16 | \$60,505.44 | \$2,411.93 | \$62,925.66 | \$2,532.53 | \$66,071.94 |
| ET3.2 | \$2,145.13 | \$55,964.80 | \$2,195.11 | \$57,268.78 | | \$2,231.77 | \$58,225.17 | \$2,321.04 | \$60,554.18 | \$2,437.09 | \$63,581.89 |
| ET3.1 | \$2,060.46 | \$53,756.04 | \$2,108.47 | \$55,008.55 | | \$2,143.68 | \$55,927.19 | \$2,229.43 | \$58,164.28 | \$2,340.90 | \$61,072.49 |
| ET2.4 | \$1,976.56 | \$51,567.12 | \$2,022.62 | \$52,768.63 | | \$2,056.40 | \$53,649.87 | \$2,138.66 | \$55,795.86 | \$2,245.59 | \$58,585.65 |
| ET2.3 | \$1,892.66 | \$49,378.20 | \$1,936.76 | \$50,528.72 | | \$1,969.10 | \$51,372.55 | \$2,047.86 | \$53,427.45 | \$2,150.25 | \$56,098.82 |
| ET2.2 | \$1,808.22 | \$47,175.11 | \$1,850.35 | \$48,274.29 | | \$1,881.25 | \$49,080.47 | \$1,956.50 | \$51,043.69 | \$2,054.33 | \$53,595.87 |
| ET2.1 | \$1,724.43 | \$44,989.03 | \$1,764.60 | \$46,037.28 | | \$1,794.07 | \$46,806.10 | \$1,865.83 | \$48,678.34 | \$1,959.12 | \$51,112.26 |
| ET1.5 | \$1,690.41 | \$44,101.56 | \$1,729.80 | \$45,129.12 | | \$1,758.69 | \$45,882.78 | \$1,829.04 | \$47,718.09 | \$1,920.49 | \$50,103.99 |
| ET1.4 | \$1,623.24 | \$42,349.29 | \$1,661.07 | \$43,336.03 | | \$1,688.81 | \$44,059.74 | \$1,756.36 | \$45,822.13 | \$1,844.18 | \$48,113.24 |
| ET1.3 | \$1,542.50 | \$40,242.60 | \$1,578.44 | \$41,180.25 | | \$1,604.80 | \$41,867.96 | \$1,668.99 | \$43,542.68 | \$1,752.44 | \$45,719.81 |
| ET1.2 | \$1,489.24 | \$38,853.26 | \$1,523.94 | \$39,758.54 | | \$1,549.39 | \$40,422.51 | \$1,611.37 | \$42,039.41 | \$1,691.94 | \$44,141.38 |
| ET1.1 | \$1,450.12 | \$37,832.52 | \$1,483.90 | \$38,714.02 | | \$1,508.68 | \$39,360.54 | \$1,569.03 | \$40,934.96 | \$1,647.48 | \$42,981.71 |

APPENDIX 3: AGGREGATE WAGE RATES

Aggregate Wage Rates of Pay (Electrical) – Commencing

| Schedule of Rates - Shift Worker (Electrical) | | | | | | | | | |
|---|-------------------|--------------|----------------|-------------------------------|-------------------|--------------------|---|-------------------|--------------------|
| Category 1 | Locomotive Depots | Band & Level | Classification | Projected Fortnightly Payment | | | Projected Annual Payment - 304 hr in 8 Week Cycle | | |
| | | | | Projected | Projected | Projected | Projected | Projected | Projected |
| | | | | Agg Base (\$) | Agg Allowance(\$) | Total Package (\$) | Agg Base (\$) | Agg Allowance(\$) | Total Package (\$) |
| | | Level 1 | ET 1.01 | \$42,677.63 | \$14,879.30 | \$57,556.93 | \$1,635.83 | \$570.32 | \$2,206.15 |
| | | Level 2 | ET 1.02 | \$43,797.17 | \$15,269.62 | \$59,066.79 | \$1,678.74 | \$585.28 | \$2,264.02 |
| | | Level 3 | ET 1.03 | \$45,320.99 | \$15,800.90 | \$61,121.89 | \$1,737.15 | \$605.65 | \$2,342.80 |
| | | Level 4 | ET 1.04 | \$47,631.61 | \$16,606.15 | \$64,237.76 | \$1,825.72 | \$636.51 | \$2,462.23 |
| | | Level 5 | ET 1.05 | \$49,553.49 | \$17,275.90 | \$66,829.39 | \$1,899.38 | \$662.18 | \$2,561.56 |
| | | Level 1 | ET2.01 | \$50,526.87 | \$21,146.60 | \$71,673.47 | \$1,936.69 | \$810.55 | \$2,747.24 |
| | | Level 2 | ET2.02 | \$52,924.56 | \$21,146.60 | \$74,071.15 | \$2,028.59 | \$810.55 | \$2,839.14 |
| | | Level 3 | ET2.03 | \$55,340.91 | \$21,146.60 | \$76,487.50 | \$2,121.21 | \$810.55 | \$2,931.76 |
| | | Level 4 | ET2.04 | \$57,741.70 | \$21,146.60 | \$78,888.30 | \$2,213.23 | \$810.55 | \$3,023.78 |
| | | Level 5 | ET3.01 | \$60,142.50 | \$22,025.84 | \$82,168.34 | \$2,305.26 | \$844.25 | \$3,149.51 |
| | | Level 6 | ET3.02 | \$62,565.07 | \$22,913.05 | \$85,478.12 | \$2,398.11 | \$878.26 | \$3,276.37 |
| | | Level 7 | ET3.03 | \$64,968.98 | \$23,793.42 | \$88,762.40 | \$2,490.26 | \$912.00 | \$3,402.25 |

| Category 2 | OSD Depots & Wagon | Band & Level | Classification | Projected Fortnightly Payment | | | Projected Annual Payment - 304 hr in 8 Week Cycle | | |
|------------|--------------------|--------------|----------------|-------------------------------|-------------------|--------------------|---|-------------------|--------------------|
| | | | | Projected | Projected | Projected | Projected | Projected | Projected |
| | | | | Agg Base (\$) | Agg Allowance(\$) | Total Package (\$) | Agg Base (\$) | Agg Allowance(\$) | Total Package (\$) |
| | | Level 1 | ET 1.01 | \$42,677.63 | \$11,703.00 | \$54,380.63 | \$1,635.83 | \$448.58 | \$2,084.40 |
| | | Level 2 | ET 1.02 | \$43,797.17 | \$12,010.00 | \$55,807.17 | \$1,678.74 | \$460.34 | \$2,139.08 |
| | | Level 3 | ET 1.03 | \$45,320.99 | \$12,427.86 | \$57,748.86 | \$1,737.15 | \$476.36 | \$2,213.51 |
| | | Level 4 | ET 1.04 | \$47,631.61 | \$13,234.59 | \$60,866.20 | \$1,825.72 | \$507.28 | \$2,333.00 |
| | | Level 5 | ET 1.05 | \$49,553.49 | \$14,193.50 | \$63,746.99 | \$1,899.38 | \$544.04 | \$2,443.42 |
| | | Level 1 | ET2.01 | \$50,526.87 | \$14,193.50 | \$64,720.37 | \$1,936.69 | \$544.04 | \$2,480.73 |
| | | Level 2 | ET2.02 | \$52,924.56 | \$14,193.50 | \$67,118.06 | \$2,028.59 | \$544.04 | \$2,572.63 |
| | | Level 3 | ET2.03 | \$55,340.91 | \$14,841.53 | \$70,182.43 | \$2,121.21 | \$568.87 | \$2,690.09 |
| | | Level 4 | ET2.04 | \$57,741.70 | \$15,485.38 | \$73,227.09 | \$2,213.23 | \$593.55 | \$2,806.79 |
| | | Level 5 | ET3.01 | \$60,142.50 | \$16,129.24 | \$76,271.74 | \$2,305.26 | \$618.23 | \$2,923.49 |
| | | Level 6 | ET3.02 | \$62,565.07 | \$16,778.93 | \$79,344.00 | \$2,398.11 | \$643.13 | \$3,041.25 |
| | | Level 7 | ET3.03 | \$64,968.98 | \$17,423.62 | \$82,392.60 | \$2,490.26 | \$667.85 | \$3,158.10 |

Aggregate Wage Rates of Pay (Electrical) – 1 October 2010

Schedule of Rates - Shift Worker (Electrical)

| Category 1 | Locomotive Depots | Band & Level | Classification | Projected Fortnightly Payment | | | Projected Annual Payment - 304 hr in 8 Week Cycle | | |
|------------|-------------------|--------------|----------------|-------------------------------|-------------------|--------------------|---|-------------------|--------------------|
| | | | | Projected | Projected | Projected | Projected | Projected | Projected |
| | | | | Agg Base (\$) | Agg Allowance(\$) | Total Package (\$) | Agg Base (\$) | Agg Allowance(\$) | Total Package (\$) |
| | | Level 1 | ET 1.01 | \$43,610.66 | \$15,204.60 | \$58,815.26 | \$1,671.59 | \$582.79 | \$2,254.38 |
| | | Level 2 | ET 1.02 | \$44,754.10 | \$15,603.25 | \$60,357.36 | \$1,715.42 | \$598.07 | \$2,313.49 |
| | | Level 3 | ET 1.03 | \$46,310.45 | \$16,145.87 | \$62,456.32 | \$1,775.08 | \$618.87 | \$2,393.95 |
| | | Level 4 | ET 1.04 | \$48,670.38 | \$16,968.31 | \$65,638.69 | \$1,865.53 | \$650.39 | \$2,515.93 |
| | | Level 5 | ET 1.05 | \$50,633.29 | \$17,652.36 | \$68,285.65 | \$1,940.77 | \$676.61 | \$2,617.38 |
| | | Level 1 | ET2.01 | \$51,627.45 | \$21,606.06 | \$73,233.51 | \$1,978.88 | \$828.16 | \$2,807.03 |
| | | Level 2 | ET2.02 | \$54,076.32 | \$21,606.06 | \$75,682.38 | \$2,072.74 | \$828.16 | \$2,900.90 |
| | | Level 3 | ET2.03 | \$56,544.24 | \$21,606.06 | \$78,150.30 | \$2,167.34 | \$828.16 | \$2,995.49 |
| | | Level 4 | ET2.04 | \$58,996.29 | \$21,606.06 | \$80,602.35 | \$2,261.32 | \$828.16 | \$3,089.48 |
| | | Level 5 | ET3.01 | \$61,448.33 | \$22,504.07 | \$83,952.40 | \$2,355.31 | \$862.58 | \$3,217.89 |
| | | Level 6 | ET3.02 | \$63,922.61 | \$23,410.21 | \$87,332.82 | \$2,450.15 | \$897.31 | \$3,347.46 |
| | | Level 7 | ET3.03 | \$66,377.83 | \$24,309.38 | \$90,687.21 | \$2,544.26 | \$931.78 | \$3,476.03 |

| Category 2 | OSD Depots & Wagon | Band & Level | Classification | Projected Fortnightly Payment | | | Projected Annual Payment - 304 hr in 8 Week Cycle | | |
|------------|--------------------|--------------|----------------|-------------------------------|-------------------|--------------------|---|-------------------|--------------------|
| | | | | Projected | Projected | Projected | Projected | Projected | Projected |
| | | | | Agg Base (\$) | Agg Allowance(\$) | Total Package (\$) | Agg Base (\$) | Agg Allowance(\$) | Total Package (\$) |
| | | Level 1 | ET 1.01 | \$43,610.66 | \$11,958.86 | \$55,569.52 | \$1,671.59 | \$458.38 | \$2,129.97 |
| | | Level 2 | ET 1.02 | \$44,754.10 | \$12,272.41 | \$57,026.51 | \$1,715.42 | \$470.40 | \$2,185.82 |
| | | Level 3 | ET 1.03 | \$46,310.45 | \$12,699.19 | \$59,009.64 | \$1,775.08 | \$486.76 | \$2,261.83 |
| | | Level 4 | ET 1.04 | \$48,670.38 | \$13,523.22 | \$62,193.60 | \$1,865.53 | \$518.34 | \$2,383.88 |
| | | Level 5 | ET 1.05 | \$50,633.29 | \$14,502.38 | \$65,135.68 | \$1,940.77 | \$555.88 | \$2,496.64 |
| | | Level 1 | ET2.01 | \$51,627.45 | \$14,502.38 | \$66,129.83 | \$1,978.88 | \$555.88 | \$2,534.75 |
| | | Level 2 | ET2.02 | \$54,076.32 | \$14,502.38 | \$68,578.70 | \$2,072.74 | \$555.88 | \$2,628.62 |
| | | Level 3 | ET2.03 | \$56,544.24 | \$15,164.24 | \$71,708.48 | \$2,167.34 | \$581.24 | \$2,748.58 |
| | | Level 4 | ET2.04 | \$58,996.29 | \$15,821.84 | \$74,818.13 | \$2,261.32 | \$606.45 | \$2,867.77 |
| | | Level 5 | ET3.01 | \$61,448.33 | \$16,479.44 | \$77,927.77 | \$2,355.31 | \$631.66 | \$2,986.96 |
| | | Level 6 | ET3.02 | \$63,922.61 | \$17,143.00 | \$81,065.61 | \$2,450.15 | \$657.09 | \$3,107.24 |
| | | Level 7 | ET3.03 | \$66,377.83 | \$17,801.45 | \$84,179.28 | \$2,544.26 | \$682.33 | \$3,226.58 |

Aggregate Wage Rates of Pay (Electrical) – 1 May 2011 (Increase of 1.67%)

Schedule of Rates - Shift Worker (Electrical)

| Category 1 | Locomotive Depots | Band & Level | Classification | Projected Fortnightly Payment | | | Projected Annual Payment - 304 hr in 8 Week Cycle | | |
|------------|-------------------|--------------|----------------|-------------------------------|-------------------|--------------------|---|-------------------|--------------------|
| | | | | Projected | Projected | Projected | Projected | Projected | Projected |
| | | | | Agg Base (\$) | Agg Allowance(\$) | Total Package (\$) | Agg Base (\$) | Agg Allowance(\$) | Total Package (\$) |
| | | Level 1 | ET 1.01 | \$44,338.96 | \$15,458.52 | \$59,797.47 | \$1,699.51 | \$592.52 | \$2,292.03 |
| | | Level 2 | ET 1.02 | \$45,501.49 | \$15,863.82 | \$61,365.33 | \$1,744.07 | \$608.06 | \$2,352.13 |
| | | Level 3 | ET 1.03 | \$47,083.83 | \$16,415.51 | \$63,499.34 | \$1,804.72 | \$629.21 | \$2,433.93 |
| | | Level 4 | ET 1.04 | \$49,483.18 | \$17,251.68 | \$66,734.86 | \$1,896.68 | \$661.25 | \$2,557.95 |
| | | Level 5 | ET 1.05 | \$51,478.87 | \$17,947.15 | \$69,426.02 | \$1,973.18 | \$687.91 | \$2,661.09 |
| | | Level 1 | ET2.01 | \$52,489.63 | \$21,966.88 | \$74,456.51 | \$2,011.93 | \$841.99 | \$2,853.91 |
| | | Level 2 | ET2.02 | \$54,979.39 | \$21,966.88 | \$76,946.28 | \$2,107.35 | \$841.99 | \$2,949.35 |
| | | Level 3 | ET2.03 | \$57,488.53 | \$21,966.88 | \$79,455.41 | \$2,203.53 | \$841.99 | \$3,045.51 |
| | | Level 4 | ET2.04 | \$59,981.53 | \$21,966.88 | \$81,948.41 | \$2,299.08 | \$841.99 | \$3,141.07 |
| | | Level 5 | ET3.01 | \$62,474.52 | \$22,879.89 | \$85,354.41 | \$2,394.64 | \$876.99 | \$3,271.63 |
| | | Level 6 | ET3.02 | \$64,990.12 | \$23,801.16 | \$88,791.28 | \$2,491.07 | \$912.30 | \$3,403.36 |
| | | Level 7 | ET3.03 | \$67,486.34 | \$24,715.35 | \$92,201.69 | \$2,586.75 | \$947.34 | \$3,534.08 |

| Category 2 | OSD Depots & Wagon | Band & Level | Classification | Projected Fortnightly Payment | | | Projected Annual Payment - 304 hr in 8 Week Cycle | | |
|------------|--------------------|--------------|----------------|-------------------------------|-------------------|--------------------|---|-------------------|--------------------|
| | | | | Projected | Projected | Projected | Projected | Projected | Projected |
| | | | | Agg Base (\$) | Agg Allowance(\$) | Total Package (\$) | Agg Base (\$) | Agg Allowance(\$) | Total Package (\$) |
| | | Level 1 | ET 1.01 | \$44,338.96 | \$12,158.57 | \$56,497.53 | \$1,699.51 | \$466.03 | \$2,165.54 |
| | | Level 2 | ET 1.02 | \$45,501.49 | \$12,477.36 | \$57,978.85 | \$1,744.07 | \$478.26 | \$2,222.32 |
| | | Level 3 | ET 1.03 | \$47,083.83 | \$12,911.27 | \$59,995.10 | \$1,804.72 | \$494.89 | \$2,299.60 |
| | | Level 4 | ET 1.04 | \$49,483.18 | \$13,749.06 | \$63,232.23 | \$1,896.68 | \$527.00 | \$2,423.69 |
| | | Level 5 | ET 1.05 | \$51,478.87 | \$14,744.57 | \$66,223.45 | \$1,973.18 | \$565.16 | \$2,538.33 |
| | | Level 1 | ET2.01 | \$52,489.63 | \$14,744.57 | \$67,234.20 | \$2,011.93 | \$565.16 | \$2,577.08 |
| | | Level 2 | ET2.02 | \$54,979.39 | \$14,744.57 | \$69,723.96 | \$2,107.35 | \$565.16 | \$2,672.52 |
| | | Level 3 | ET2.03 | \$57,488.53 | \$15,417.48 | \$72,906.01 | \$2,203.53 | \$590.95 | \$2,794.48 |
| | | Level 4 | ET2.04 | \$59,981.53 | \$16,086.06 | \$76,067.59 | \$2,299.08 | \$616.58 | \$2,915.66 |
| | | Level 5 | ET3.01 | \$62,474.52 | \$16,754.65 | \$79,229.16 | \$2,394.64 | \$642.21 | \$3,036.84 |
| | | Level 6 | ET3.02 | \$64,990.12 | \$17,429.29 | \$82,419.41 | \$2,491.07 | \$668.06 | \$3,159.13 |
| | | Level 7 | ET3.03 | \$67,486.34 | \$18,098.73 | \$85,585.07 | \$2,586.75 | \$693.72 | \$3,280.46 |

Aggregate Wage Rates of Pay (Electrical) – 1 October 2011 (Increase of 4%)

Schedule of Rates - Shift Worker (Electrical)

| Category 1 | Locomotive Depots | Band & Level | Classification | Projected Fortnightly Payment | | | Projected Annual Payment - 304 hr in 8 Week Cycle | | |
|------------|-------------------|--------------|----------------|-------------------------------|-------------------|--------------------|---|-------------------|--------------------|
| | | | | Projected | Projected | Projected | Projected | Projected | Projected |
| | | | | Agg Base (\$) | Agg Allowance(\$) | Total Package (\$) | Agg Base (\$) | Agg Allowance(\$) | Total Package (\$) |
| | | Level 1 | ET 1.01 | \$46,112.52 | \$16,076.86 | \$62,189.37 | \$1,767.49 | \$616.22 | \$2,383.71 |
| | | Level 2 | ET 1.02 | \$47,321.55 | \$16,498.37 | \$63,819.94 | \$1,813.83 | \$632.38 | \$2,446.22 |
| | | Level 3 | ET 1.03 | \$48,967.18 | \$17,072.13 | \$66,039.31 | \$1,876.91 | \$654.38 | \$2,531.29 |
| | | Level 4 | ET 1.04 | \$51,462.51 | \$17,941.75 | \$69,404.25 | \$1,972.55 | \$687.70 | \$2,660.27 |
| | | Level 5 | ET 1.05 | \$53,538.02 | \$18,665.04 | \$72,203.06 | \$2,052.11 | \$715.43 | \$2,767.53 |
| | | Level 1 | ET2.01 | \$54,589.22 | \$22,845.56 | \$77,434.77 | \$2,092.41 | \$875.67 | \$2,968.07 |
| | | Level 2 | ET2.02 | \$57,178.57 | \$22,845.56 | \$80,024.13 | \$2,191.64 | \$875.67 | \$3,067.32 |
| | | Level 3 | ET2.03 | \$59,788.07 | \$22,845.56 | \$82,633.63 | \$2,291.67 | \$875.67 | \$3,167.33 |
| | | Level 4 | ET2.04 | \$62,380.79 | \$22,845.56 | \$85,226.35 | \$2,391.04 | \$875.67 | \$3,266.71 |
| | | Level 5 | ET3.01 | \$64,973.50 | \$23,795.09 | \$88,768.59 | \$2,490.43 | \$912.07 | \$3,402.50 |
| | | Level 6 | ET3.02 | \$67,589.72 | \$24,753.21 | \$92,342.93 | \$2,590.71 | \$948.79 | \$3,539.49 |
| | | Level 7 | ET3.03 | \$70,185.79 | \$25,703.96 | \$95,889.76 | \$2,690.22 | \$985.23 | \$3,675.44 |

| Category 2 | OSD Depots & Wagon | Band & Level | Classification | Projected Fortnightly Payment | | | Projected Annual Payment - 304 hr in 8 Week Cycle | | |
|------------|--------------------|--------------|----------------|-------------------------------|-------------------|--------------------|---|-------------------|--------------------|
| | | | | Projected | Projected | Projected | Projected | Projected | Projected |
| | | | | Agg Base (\$) | Agg Allowance(\$) | Total Package (\$) | Agg Base (\$) | Agg Allowance(\$) | Total Package (\$) |
| | | Level 1 | ET 1.01 | \$46,112.52 | \$12,644.91 | \$58,757.43 | \$1,767.49 | \$484.67 | \$2,252.16 |
| | | Level 2 | ET 1.02 | \$47,321.55 | \$12,976.45 | \$60,298.00 | \$1,813.83 | \$497.39 | \$2,311.21 |
| | | Level 3 | ET 1.03 | \$48,967.18 | \$13,427.72 | \$62,394.90 | \$1,876.91 | \$514.69 | \$2,391.58 |
| | | Level 4 | ET 1.04 | \$51,462.51 | \$14,299.02 | \$65,761.52 | \$1,972.55 | \$548.08 | \$2,520.64 |
| | | Level 5 | ET 1.05 | \$53,538.02 | \$15,334.35 | \$68,872.39 | \$2,052.11 | \$587.77 | \$2,639.86 |
| | | Level 1 | ET2.01 | \$54,589.22 | \$15,334.35 | \$69,923.57 | \$2,092.41 | \$587.77 | \$2,680.16 |
| | | Level 2 | ET2.02 | \$57,178.57 | \$15,334.35 | \$72,512.92 | \$2,191.64 | \$587.77 | \$2,779.42 |
| | | Level 3 | ET2.03 | \$59,788.07 | \$16,034.18 | \$75,822.25 | \$2,291.67 | \$614.59 | \$2,906.26 |
| | | Level 4 | ET2.04 | \$62,380.79 | \$16,729.50 | \$79,110.29 | \$2,391.04 | \$641.24 | \$3,032.29 |
| | | Level 5 | ET3.01 | \$64,973.50 | \$17,424.84 | \$82,398.33 | \$2,490.43 | \$667.90 | \$3,158.31 |
| | | Level 6 | ET3.02 | \$67,589.72 | \$18,126.46 | \$85,716.19 | \$2,590.71 | \$694.78 | \$3,285.50 |
| | | Level 7 | ET3.03 | \$70,185.79 | \$18,822.68 | \$89,008.47 | \$2,690.22 | \$721.47 | \$3,411.68 |

Aggregate Wage Rates of Pay (Electrical) – 1 October 2012 (Increase of 5%)

Schedule of Rates - Shift Worker (Electrical)

| Category 1 | Locomotive Depots | Band & Level | Classification | Projected Fortnightly Payment | | | Projected Annual Payment - 304 hr in 8 Week Cycle | | |
|------------|-------------------|--------------|----------------|-------------------------------|-------------------|--------------------|---|-------------------|--------------------|
| | | | | Projected | Projected | Projected | Projected | Projected | Projected |
| | | | | Agg Base (\$) | Agg Allowance(\$) | Total Package (\$) | Agg Base (\$) | Agg Allowance(\$) | Total Package (\$) |
| | Level 1 | ET 1.01 | \$48,418.15 | \$16,880.70 | \$65,298.84 | \$1,855.86 | \$647.03 | \$2,502.90 | |
| | Level 2 | ET 1.02 | \$49,687.63 | \$17,323.29 | \$67,010.94 | \$1,904.52 | \$664.00 | \$2,568.53 | |
| | Level 3 | ET 1.03 | \$51,415.54 | \$17,925.74 | \$69,341.28 | \$1,970.76 | \$687.10 | \$2,657.85 | |
| | Level 4 | ET 1.04 | \$54,035.64 | \$18,838.84 | \$72,874.46 | \$2,071.18 | \$722.09 | \$2,793.28 | |
| | Level 5 | ET 1.05 | \$56,214.92 | \$19,598.29 | \$75,813.21 | \$2,154.72 | \$751.20 | \$2,905.91 | |
| | Level 1 | ET2.01 | \$57,318.68 | \$23,987.84 | \$81,306.51 | \$2,197.03 | \$919.45 | \$3,116.47 | |
| | Level 2 | ET2.02 | \$60,037.50 | \$23,987.84 | \$84,025.34 | \$2,301.22 | \$919.45 | \$3,220.69 | |
| | Level 3 | ET2.03 | \$62,777.47 | \$23,987.84 | \$86,765.31 | \$2,406.25 | \$919.45 | \$3,325.70 | |
| | Level 4 | ET2.04 | \$65,499.83 | \$23,987.84 | \$89,487.67 | \$2,510.59 | \$919.45 | \$3,430.05 | |
| | Level 5 | ET3.01 | \$68,222.18 | \$24,984.84 | \$93,207.02 | \$2,614.95 | \$957.67 | \$3,572.63 | |
| | Level 6 | ET3.02 | \$70,969.21 | \$25,990.87 | \$96,960.08 | \$2,720.25 | \$996.23 | \$3,716.46 | |
| | Level 7 | ET3.03 | \$73,695.08 | \$26,989.16 | \$100,684.25 | \$2,824.73 | \$1,034.49 | \$3,859.21 | |

| Category 2 | OSD Depots & Wagon | Band & Level | Classification | Projected Fortnightly Payment | | | Projected Annual Payment - 304 hr in 8 Week Cycle | | |
|------------|--------------------|--------------|----------------|-------------------------------|-------------------|--------------------|---|-------------------|--------------------|
| | | | | Projected | Projected | Projected | Projected | Projected | Projected |
| | | | | Agg Base (\$) | Agg Allowance(\$) | Total Package (\$) | Agg Base (\$) | Agg Allowance(\$) | Total Package (\$) |
| | Level 1 | ET 1.01 | \$48,418.15 | \$13,277.16 | \$61,695.30 | \$1,855.86 | \$508.90 | \$2,364.77 | |
| | Level 2 | ET 1.02 | \$49,687.63 | \$13,625.27 | \$63,312.90 | \$1,904.52 | \$522.26 | \$2,426.77 | |
| | Level 3 | ET 1.03 | \$51,415.54 | \$14,099.11 | \$65,514.65 | \$1,970.76 | \$540.42 | \$2,511.16 | |
| | Level 4 | ET 1.04 | \$54,035.64 | \$15,013.97 | \$69,049.60 | \$2,071.18 | \$575.48 | \$2,646.67 | |
| | Level 5 | ET 1.05 | \$56,214.92 | \$16,101.07 | \$72,316.01 | \$2,154.72 | \$617.16 | \$2,771.85 | |
| | Level 1 | ET2.01 | \$57,318.68 | \$16,101.07 | \$73,419.75 | \$2,197.03 | \$617.16 | \$2,814.17 | |
| | Level 2 | ET2.02 | \$60,037.50 | \$16,101.07 | \$76,138.57 | \$2,301.22 | \$617.16 | \$2,918.39 | |
| | Level 3 | ET2.03 | \$62,777.47 | \$16,835.89 | \$79,613.36 | \$2,406.25 | \$645.32 | \$3,051.57 | |
| | Level 4 | ET2.04 | \$65,499.83 | \$17,565.98 | \$83,065.80 | \$2,510.59 | \$673.30 | \$3,183.90 | |
| | Level 5 | ET3.01 | \$68,222.18 | \$18,296.08 | \$86,518.25 | \$2,614.95 | \$701.30 | \$3,316.23 | |
| | Level 6 | ET3.02 | \$70,969.21 | \$19,032.78 | \$90,002.00 | \$2,720.25 | \$729.52 | \$3,449.78 | |
| | Level 7 | ET3.03 | \$73,695.08 | \$19,763.81 | \$93,458.89 | \$2,824.73 | \$757.54 | \$3,582.26 | |

Aggregate Wage Rates of Pay (Mechanical) – Commencement:

| Schedule of Rates - Shift Worker (Mechanical) | | | | | | | | | |
|--|-------------------|--------------|----------------|-------------------------------|-------------------|--------------------|---|-------------------|--------------------|
| | | Band & Level | Classification | Projected Fortnightly Payment | | | Projected Annual Payment - 304 hr in 8 Week Cycle | | |
| | | | | Projected | Projected | Projected | Projected | Projected | Projected |
| | | | | Agg Base (\$) | Agg Allowance(\$) | Total Package (\$) | Agg Base (\$) | Agg Allowance(\$) | Total Package (\$) |
| Category 1 | Locomotive Depots | Level 1 | ET 1.01 | \$41,494.63 | \$14,466.86 | \$55,961.49 | \$1,590.49 | \$554.51 | \$2,145.00 |
| | | Level 2 | ET 1.02 | \$42,614.18 | \$14,857.18 | \$57,471.36 | \$1,633.40 | \$569.47 | \$2,202.87 |
| | | Level 3 | ET 1.03 | \$44,138.00 | \$15,388.45 | \$59,526.45 | \$1,691.81 | \$589.84 | \$2,281.64 |
| | | Level 4 | ET 1.04 | \$46,448.61 | \$16,193.71 | \$62,642.33 | \$1,780.37 | \$620.70 | \$2,401.07 |
| | | Level 5 | ET 1.05 | \$48,370.50 | \$16,863.47 | \$65,233.97 | \$1,854.04 | \$646.38 | \$2,500.41 |
| | | Level 1 | ET2.01 | \$49,343.88 | \$20,713.35 | \$70,057.23 | \$1,891.35 | \$793.94 | \$2,685.29 |
| | | Level 2 | ET2.02 | \$51,741.57 | \$20,713.35 | \$72,454.92 | \$1,983.25 | \$793.94 | \$2,777.19 |
| | | Level 3 | ET2.03 | \$54,157.91 | \$20,713.35 | \$74,871.27 | \$2,075.87 | \$793.94 | \$2,869.81 |
| | | Level 4 | ET2.04 | \$56,558.71 | \$20,713.35 | \$77,272.06 | \$2,167.89 | \$793.94 | \$2,961.83 |
| | | Level 5 | ET3.01 | \$58,959.51 | \$21,592.59 | \$80,552.10 | \$2,259.91 | \$827.64 | \$3,087.55 |
| | | Level 6 | ET3.02 | \$61,382.08 | \$22,479.80 | \$83,861.88 | \$2,352.77 | \$861.65 | \$3,214.42 |
| | | Level 7 | ET3.03 | \$63,785.99 | \$23,360.18 | \$87,146.17 | \$2,444.91 | \$895.39 | \$3,340.30 |

| | | Band & Level | Classification | Projected Fortnightly Payment | | | Projected Annual Payment - 304 hr in 8 Week Cycle | | |
|-------------------|--------------------|--------------|----------------|-------------------------------|-------------------|--------------------|---|-------------------|--------------------|
| | | | | Projected | Projected | Projected | Projected | Projected | Projected |
| | | | | Agg Base (\$) | Agg Allowance(\$) | Total Package (\$) | Agg Base (\$) | Agg Allowance(\$) | Total Package (\$) |
| Category 2 | OSD Depots & Wagon | Level 1 | ET 1.01 | \$41,494.63 | \$11,378.61 | \$52,873.24 | \$1,590.49 | \$436.14 | \$2,026.63 |
| | | Level 2 | ET 1.02 | \$42,614.18 | \$11,685.60 | \$54,299.78 | \$1,633.40 | \$447.91 | \$2,081.31 |
| | | Level 3 | ET 1.03 | \$44,138.00 | \$12,103.47 | \$56,241.47 | \$1,691.81 | \$463.92 | \$2,155.73 |
| | | Level 4 | ET 1.04 | \$46,448.61 | \$12,905.89 | \$59,354.50 | \$1,780.37 | \$494.68 | \$2,275.05 |
| | | Level 5 | ET 1.05 | \$48,370.50 | \$13,876.24 | \$62,246.74 | \$1,854.04 | \$531.88 | \$2,385.91 |
| | | Level 1 | ET2.01 | \$49,343.88 | \$13,876.24 | \$63,220.12 | \$1,891.35 | \$531.88 | \$2,423.22 |
| | | Level 2 | ET2.02 | \$51,741.57 | \$13,876.24 | \$65,617.81 | \$1,983.25 | \$531.88 | \$2,515.12 |
| | | Level 3 | ET2.03 | \$54,157.91 | \$14,524.27 | \$68,682.18 | \$2,075.87 | \$556.71 | \$2,632.58 |
| | | Level 4 | ET2.04 | \$56,558.71 | \$15,168.12 | \$71,726.83 | \$2,167.89 | \$581.39 | \$2,749.28 |
| | | Level 5 | ET3.01 | \$58,959.51 | \$15,811.98 | \$74,771.49 | \$2,259.91 | \$606.07 | \$2,865.98 |
| | | Level 6 | ET3.02 | \$61,382.08 | \$16,461.67 | \$77,843.75 | \$2,352.77 | \$630.97 | \$2,983.74 |
| | | Level 7 | ET3.03 | \$63,785.99 | \$17,106.36 | \$80,892.35 | \$2,444.91 | \$655.69 | \$3,100.60 |

Aggregate Wage Rates of Pay (Mechanical) – 1 October 2010

| Schedule of Rates - Shift Worker (Mechanical) | | | | | | | | | |
|--|-------------------|--------------|----------------|-------------------------------|-------------------|--------------------|---|-------------------|--------------------|
| Category 1 | Locomotive Depots | Band & Level | Classification | Projected Fortnightly Payment | | | Projected Annual Payment - 304 hr in 8 Week Cycle | | |
| | | | | Projected | Projected | Projected | Projected | Projected | Projected |
| | | | | Agg Base (\$) | Agg Allowance(\$) | Total Package (\$) | Agg Base (\$) | Agg Allowance(\$) | Total Package (\$) |
| | | Level 1 | ET 1.01 | \$42,380.35 | \$14,775.66 | \$57,156.01 | \$1,624.43 | \$566.35 | \$2,190.78 |
| | | Level 2 | ET 1.02 | \$43,523.79 | \$15,174.31 | \$58,698.10 | \$1,668.26 | \$581.63 | \$2,249.89 |
| | | Level 3 | ET 1.03 | \$45,080.14 | \$15,716.92 | \$60,797.06 | \$1,727.92 | \$602.43 | \$2,330.35 |
| | | Level 4 | ET 1.04 | \$47,440.07 | \$16,539.37 | \$63,979.45 | \$1,818.37 | \$633.95 | \$2,452.33 |
| | | Level 5 | ET 1.05 | \$49,402.98 | \$17,223.43 | \$66,626.41 | \$1,893.61 | \$660.17 | \$2,553.78 |
| | | Level 1 | ET2.01 | \$50,397.14 | \$21,155.49 | \$71,552.62 | \$1,931.72 | \$810.89 | \$2,742.61 |
| | | Level 2 | ET2.02 | \$52,846.00 | \$21,155.49 | \$74,001.49 | \$2,025.58 | \$810.89 | \$2,836.47 |
| | | Level 3 | ET2.03 | \$55,313.93 | \$21,155.49 | \$76,469.42 | \$2,120.18 | \$810.89 | \$2,931.07 |
| | | Level 4 | ET2.04 | \$57,765.97 | \$21,155.49 | \$78,921.46 | \$2,214.16 | \$810.89 | \$3,025.05 |
| | | Level 5 | ET3.01 | \$60,218.02 | \$22,053.49 | \$82,271.51 | \$2,308.15 | \$845.31 | \$3,153.46 |
| | | Level 6 | ET3.02 | \$62,692.30 | \$22,959.64 | \$85,651.94 | \$2,402.99 | \$880.04 | \$3,283.03 |
| | | Level 7 | ET3.03 | \$65,147.52 | \$23,858.81 | \$89,006.33 | \$2,497.10 | \$914.51 | \$3,411.60 |

| Category 2 | OSD Depots & Wagon | Band & Level | Classification | Projected Fortnightly Payment | | | Projected Annual Payment - 304 hr in 8 Week Cycle | | |
|------------|--------------------|--------------|----------------|-------------------------------|-------------------|--------------------|---|-------------------|--------------------|
| | | | | Projected | Projected | Projected | Projected | Projected | Projected |
| | | | | Agg Base (\$) | Agg Allowance(\$) | Total Package (\$) | Agg Base (\$) | Agg Allowance(\$) | Total Package (\$) |
| | | Level 1 | ET 1.01 | \$42,380.35 | \$11,621.48 | \$54,001.83 | \$1,624.43 | \$445.45 | \$2,069.89 |
| | | Level 2 | ET 1.02 | \$43,523.79 | \$11,935.04 | \$55,458.83 | \$1,668.26 | \$457.47 | \$2,125.73 |
| | | Level 3 | ET 1.03 | \$45,080.14 | \$12,361.82 | \$57,441.96 | \$1,727.92 | \$473.83 | \$2,201.75 |
| | | Level 4 | ET 1.04 | \$47,440.07 | \$13,181.37 | \$60,621.44 | \$1,818.37 | \$505.24 | \$2,323.61 |
| | | Level 5 | ET 1.05 | \$49,402.98 | \$14,172.43 | \$63,575.41 | \$1,893.61 | \$543.23 | \$2,436.84 |
| | | Level 1 | ET2.01 | \$50,397.14 | \$14,172.43 | \$64,569.57 | \$1,931.72 | \$543.23 | \$2,474.95 |
| | | Level 2 | ET2.02 | \$52,846.00 | \$14,172.43 | \$67,018.44 | \$2,025.58 | \$543.23 | \$2,568.81 |
| | | Level 3 | ET2.03 | \$55,313.93 | \$14,834.29 | \$70,148.22 | \$2,120.18 | \$568.60 | \$2,688.78 |
| | | Level 4 | ET2.04 | \$57,765.97 | \$15,491.89 | \$73,257.87 | \$2,214.16 | \$593.80 | \$2,807.97 |
| | | Level 5 | ET3.01 | \$60,218.02 | \$16,149.49 | \$76,367.51 | \$2,308.15 | \$619.01 | \$2,927.16 |
| | | Level 6 | ET3.02 | \$62,692.30 | \$16,813.05 | \$79,505.35 | \$2,402.99 | \$644.44 | \$3,047.43 |
| | | Level 7 | ET3.03 | \$65,147.52 | \$17,471.50 | \$82,619.02 | \$2,497.10 | \$669.68 | \$3,166.78 |

Aggregate Wage Rates of Pay (Mechanical) – 1 May 2011 (Increase of 1.67%)

| Schedule of Rates - Shift Worker (Mechanical) | | | | | | | | | |
|--|-------------------|--------------|----------------|-------------------------------|-------------------|--------------------|---|-------------------|--------------------|
| Category 1 | Locomotive Depots | Band & Level | Classification | Projected Fortnightly Payment | | | Projected Annual Payment - 304 hr in 8 Week Cycle | | |
| | | | | Projected | Projected | Projected | Projected | Projected | Projected |
| | | | | Agg Base (\$) | Agg Allowance(\$) | Total Package (\$) | Agg Base (\$) | Agg Allowance(\$) | Total Package (\$) |
| | Level 1 | ET 1.01 | \$43,088.10 | \$15,022.41 | \$58,110.52 | \$1,651.56 | \$575.81 | \$2,227.37 | |
| | Level 2 | ET 1.02 | \$44,250.64 | \$15,427.72 | \$59,678.36 | \$1,696.12 | \$591.34 | \$2,287.46 | |
| | Level 3 | ET 1.03 | \$45,832.98 | \$15,979.39 | \$61,812.37 | \$1,756.78 | \$612.49 | \$2,369.27 | |
| | Level 4 | ET 1.04 | \$48,232.32 | \$16,815.58 | \$65,047.91 | \$1,848.74 | \$644.54 | \$2,493.28 | |
| | Level 5 | ET 1.05 | \$50,228.01 | \$17,511.06 | \$67,739.07 | \$1,925.23 | \$671.19 | \$2,596.43 | |
| | Level 1 | ET2.01 | \$51,238.77 | \$21,508.79 | \$72,747.55 | \$1,963.98 | \$824.43 | \$2,788.41 | |
| | Level 2 | ET2.02 | \$53,728.53 | \$21,508.79 | \$75,237.31 | \$2,059.41 | \$824.43 | \$2,883.84 | |
| | Level 3 | ET2.03 | \$56,237.67 | \$21,508.79 | \$77,746.46 | \$2,155.59 | \$824.43 | \$2,980.02 | |
| | Level 4 | ET2.04 | \$58,730.66 | \$21,508.79 | \$80,239.45 | \$2,251.14 | \$824.43 | \$3,075.57 | |
| | Level 5 | ET3.01 | \$61,223.66 | \$22,421.78 | \$83,645.44 | \$2,346.70 | \$859.43 | \$3,206.12 | |
| | Level 6 | ET3.02 | \$63,739.26 | \$23,343.07 | \$87,082.33 | \$2,443.12 | \$894.74 | \$3,337.86 | |
| | Level 7 | ET3.03 | \$66,235.48 | \$24,257.25 | \$90,492.74 | \$2,538.80 | \$929.78 | \$3,468.57 | |

| Category 2 | OSD Depots & Wagon | Band & Level | Classification | Projected Fortnightly Payment | | | Projected Annual Payment - 304 hr in 8 Week Cycle | | |
|------------|--------------------|--------------|----------------|-------------------------------|-------------------|--------------------|---|-------------------|--------------------|
| | | | | Projected | Projected | Projected | Projected | Projected | Projected |
| | | | | Agg Base (\$) | Agg Allowance(\$) | Total Package (\$) | Agg Base (\$) | Agg Allowance(\$) | Total Package (\$) |
| | Level 1 | ET 1.01 | \$43,088.10 | \$11,815.56 | \$54,903.66 | \$1,651.56 | \$452.89 | \$2,104.46 | |
| | Level 2 | ET 1.02 | \$44,250.64 | \$12,134.36 | \$56,384.99 | \$1,696.12 | \$465.11 | \$2,161.23 | |
| | Level 3 | ET 1.03 | \$45,832.98 | \$12,568.26 | \$58,401.24 | \$1,756.78 | \$481.74 | \$2,238.52 | |
| | Level 4 | ET 1.04 | \$48,232.32 | \$13,401.50 | \$61,633.82 | \$1,848.74 | \$513.68 | \$2,362.41 | |
| | Level 5 | ET 1.05 | \$50,228.01 | \$14,409.11 | \$64,637.12 | \$1,925.23 | \$552.30 | \$2,477.54 | |
| | Level 1 | ET2.01 | \$51,238.77 | \$14,409.11 | \$65,647.88 | \$1,963.98 | \$552.30 | \$2,516.28 | |
| | Level 2 | ET2.02 | \$53,728.53 | \$14,409.11 | \$68,137.65 | \$2,059.41 | \$552.30 | \$2,611.71 | |
| | Level 3 | ET2.03 | \$56,237.67 | \$15,082.02 | \$71,319.70 | \$2,155.59 | \$578.10 | \$2,733.68 | |
| | Level 4 | ET2.04 | \$58,730.66 | \$15,750.60 | \$74,481.28 | \$2,251.14 | \$603.72 | \$2,854.86 | |
| | Level 5 | ET3.01 | \$61,223.66 | \$16,419.19 | \$77,642.85 | \$2,346.70 | \$629.35 | \$2,976.04 | |
| | Level 6 | ET3.02 | \$63,739.26 | \$17,093.83 | \$80,833.09 | \$2,443.12 | \$655.20 | \$3,098.32 | |
| | Level 7 | ET3.03 | \$66,235.48 | \$17,763.27 | \$83,998.76 | \$2,538.80 | \$680.86 | \$3,219.67 | |

Aggregate Wage Rates of Pay (Mechanical) – 1 October 2011 (Increase of 4%)

| Schedule of Rates - Shift Worker (Mechanical) | | | | | | | | | |
|--|-------------------|--------------|----------------|-------------------------------|-------------------|--------------------|---|-------------------|--------------------|
| Category 1 | Locomotive Depots | Band & Level | Classification | Projected Fortnightly Payment | | | Projected Annual Payment - 304 hr in 8 Week Cycle | | |
| | | | | Projected | Projected | Projected | Projected | Projected | Projected |
| | | | | Agg Base (\$) | Agg Allowance(\$) | Total Package (\$) | Agg Base (\$) | Agg Allowance(\$) | Total Package (\$) |
| | Level 1 | ET 1.01 | \$44,811.62 | \$15,623.31 | \$60,434.94 | \$1,717.62 | \$598.84 | \$2,316.46 | |
| | Level 2 | ET 1.02 | \$46,020.67 | \$16,044.83 | \$62,065.49 | \$1,763.96 | \$614.99 | \$2,378.96 | |
| | Level 3 | ET 1.03 | \$47,666.30 | \$16,618.57 | \$64,284.86 | \$1,827.05 | \$636.99 | \$2,464.04 | |
| | Level 4 | ET 1.04 | \$50,161.61 | \$17,488.20 | \$67,649.83 | \$1,922.69 | \$670.32 | \$2,593.01 | |
| | Level 5 | ET 1.05 | \$52,237.13 | \$18,211.50 | \$70,448.63 | \$2,002.24 | \$698.04 | \$2,700.29 | |
| | Level 1 | ET2.01 | \$53,288.32 | \$22,369.14 | \$75,657.45 | \$2,042.54 | \$857.41 | \$2,899.95 | |
| | Level 2 | ET2.02 | \$55,877.67 | \$22,369.14 | \$78,246.80 | \$2,141.79 | \$857.41 | \$2,999.19 | |
| | Level 3 | ET2.03 | \$58,487.18 | \$22,369.14 | \$80,856.32 | \$2,241.81 | \$857.41 | \$3,099.22 | |
| | Level 4 | ET2.04 | \$61,079.89 | \$22,369.14 | \$83,449.03 | \$2,341.19 | \$857.41 | \$3,198.59 | |
| | Level 5 | ET3.01 | \$63,672.61 | \$23,318.65 | \$86,991.26 | \$2,440.57 | \$893.81 | \$3,334.36 | |
| | Level 6 | ET3.02 | \$66,288.83 | \$24,276.79 | \$90,565.62 | \$2,540.84 | \$930.53 | \$3,471.37 | |
| | Level 7 | ET3.03 | \$68,884.90 | \$25,227.54 | \$94,112.45 | \$2,640.35 | \$966.97 | \$3,607.31 | |

| Category 2 | OSD Depots & Wagon | Band & Level | Classification | Projected Fortnightly Payment | | | Projected Annual Payment - 304 hr in 8 Week Cycle | | |
|------------|--------------------|--------------|----------------|-------------------------------|-------------------|--------------------|---|-------------------|--------------------|
| | | | | Projected | Projected | Projected | Projected | Projected | Projected |
| | | | | Agg Base (\$) | Agg Allowance(\$) | Total Package (\$) | Agg Base (\$) | Agg Allowance(\$) | Total Package (\$) |
| | Level 1 | ET 1.01 | \$44,811.62 | \$12,288.18 | \$57,099.81 | \$1,717.62 | \$471.01 | \$2,188.64 | |
| | Level 2 | ET 1.02 | \$46,020.67 | \$12,619.73 | \$58,640.39 | \$1,763.96 | \$483.71 | \$2,247.68 | |
| | Level 3 | ET 1.03 | \$47,666.30 | \$13,070.99 | \$60,737.29 | \$1,827.05 | \$501.01 | \$2,328.06 | |
| | Level 4 | ET 1.04 | \$50,161.61 | \$13,937.56 | \$64,099.17 | \$1,922.69 | \$534.23 | \$2,456.91 | |
| | Level 5 | ET 1.05 | \$52,237.13 | \$14,985.47 | \$67,222.60 | \$2,002.24 | \$574.39 | \$2,576.64 | |
| | Level 1 | ET2.01 | \$53,288.32 | \$14,985.47 | \$68,273.80 | \$2,042.54 | \$574.39 | \$2,616.93 | |
| | Level 2 | ET2.02 | \$55,877.67 | \$14,985.47 | \$70,863.16 | \$2,141.79 | \$574.39 | \$2,716.18 | |
| | Level 3 | ET2.03 | \$58,487.18 | \$15,685.30 | \$74,172.49 | \$2,241.81 | \$601.22 | \$2,843.03 | |
| | Level 4 | ET2.04 | \$61,079.89 | \$16,380.62 | \$77,460.53 | \$2,341.19 | \$627.87 | \$2,969.05 | |
| | Level 5 | ET3.01 | \$63,672.61 | \$17,075.96 | \$80,748.56 | \$2,440.57 | \$654.52 | \$3,095.08 | |
| | Level 6 | ET3.02 | \$66,288.83 | \$17,777.58 | \$84,066.41 | \$2,540.84 | \$681.41 | \$3,222.25 | |
| | Level 7 | ET3.03 | \$68,884.90 | \$18,473.80 | \$87,358.71 | \$2,640.35 | \$708.09 | \$3,348.46 | |

Aggregate Wage Rates of Pay (Mechanical) – 1 October 2012 (Increase of 5%)

| Schedule of Rates - Shift Worker (Mechanical) | | | | | | | | | |
|--|-------------------|--------------|----------------|-------------------------------|-------------------|--------------------|---|-------------------|--------------------|
| | | Band & Level | Classification | Projected Fortnightly Payment | | | Projected Annual Payment - 304 hr in 8 Week Cycle | | |
| | | | | Projected | Projected | Projected | Projected | Projected | Projected |
| | | | | Agg Base (\$) | Agg Allowance(\$) | Total Package (\$) | Agg Base (\$) | Agg Allowance(\$) | Total Package (\$) |
| Category 1 | Locomotive Depots | Level 1 | ET 1.01 | \$47,052.20 | \$16,404.48 | \$63,456.69 | \$1,803.50 | \$628.78 | \$2,432.28 |
| | | Level 2 | ET 1.02 | \$48,321.70 | \$16,847.07 | \$65,168.76 | \$1,852.16 | \$645.74 | \$2,497.91 |
| | | Level 3 | ET 1.03 | \$50,049.62 | \$17,449.50 | \$67,499.10 | \$1,918.40 | \$668.84 | \$2,587.24 |
| | | Level 4 | ET 1.04 | \$52,669.69 | \$18,362.61 | \$71,032.32 | \$2,018.82 | \$703.84 | \$2,722.66 |
| | | Level 5 | ET 1.05 | \$54,848.99 | \$19,122.08 | \$73,971.06 | \$2,102.35 | \$732.94 | \$2,835.30 |
| | | Level 1 | ET2.01 | \$55,952.74 | \$23,487.60 | \$79,440.32 | \$2,144.67 | \$900.28 | \$3,044.95 |
| | | Level 2 | ET2.02 | \$58,671.55 | \$23,487.60 | \$82,159.14 | \$2,248.88 | \$900.28 | \$3,149.15 |
| | | Level 3 | ET2.03 | \$61,411.54 | \$23,487.60 | \$84,899.14 | \$2,353.90 | \$900.28 | \$3,254.18 |
| | | Level 4 | ET2.04 | \$64,133.88 | \$23,487.60 | \$87,621.48 | \$2,458.25 | \$900.28 | \$3,358.52 |
| | | Level 5 | ET3.01 | \$66,856.24 | \$24,484.58 | \$91,340.82 | \$2,562.60 | \$938.50 | \$3,501.08 |
| | | Level 6 | ET3.02 | \$69,603.27 | \$25,490.63 | \$95,093.90 | \$2,667.88 | \$977.06 | \$3,644.94 |
| | | Level 7 | ET3.03 | \$72,329.15 | \$26,488.92 | \$98,818.07 | \$2,772.37 | \$1,015.32 | \$3,787.68 |

| | | Band & Level | Classification | Projected Fortnightly Payment | | | Projected Annual Payment - 304 hr in 8 Week Cycle | | |
|-------------------|--------------------|--------------|----------------|-------------------------------|-------------------|--------------------|---|-------------------|--------------------|
| | | | | Projected | Projected | Projected | Projected | Projected | Projected |
| | | | | Agg Base (\$) | Agg Allowance(\$) | Total Package (\$) | Agg Base (\$) | Agg Allowance(\$) | Total Package (\$) |
| Category 2 | OSD Depots & Wagon | Level 1 | ET 1.01 | \$47,052.20 | \$12,902.59 | \$59,954.80 | \$1,803.50 | \$494.56 | \$2,298.07 |
| | | Level 2 | ET 1.02 | \$48,321.70 | \$13,250.72 | \$61,572.41 | \$1,852.16 | \$507.90 | \$2,360.06 |
| | | Level 3 | ET 1.03 | \$50,049.62 | \$13,724.54 | \$63,774.15 | \$1,918.40 | \$526.06 | \$2,444.46 |
| | | Level 4 | ET 1.04 | \$52,669.69 | \$14,634.44 | \$67,304.13 | \$2,018.82 | \$560.94 | \$2,579.76 |
| | | Level 5 | ET 1.05 | \$54,848.99 | \$15,734.74 | \$70,583.73 | \$2,102.35 | \$603.11 | \$2,705.47 |
| | | Level 1 | ET2.01 | \$55,952.74 | \$15,734.74 | \$71,687.49 | \$2,144.67 | \$603.11 | \$2,747.78 |
| | | Level 2 | ET2.02 | \$58,671.55 | \$15,734.74 | \$74,406.32 | \$2,248.88 | \$603.11 | \$2,851.99 |
| | | Level 3 | ET2.03 | \$61,411.54 | \$16,469.57 | \$77,881.11 | \$2,353.90 | \$631.28 | \$2,985.18 |
| | | Level 4 | ET2.04 | \$64,133.88 | \$17,199.65 | \$81,333.56 | \$2,458.25 | \$659.26 | \$3,117.50 |
| | | Level 5 | ET3.01 | \$66,856.24 | \$17,929.76 | \$84,785.99 | \$2,562.60 | \$687.25 | \$3,249.83 |
| | | Level 6 | ET3.02 | \$69,603.27 | \$18,666.46 | \$88,269.73 | \$2,667.88 | \$715.48 | \$3,383.36 |
| | | Level 7 | ET3.03 | \$72,329.15 | \$19,397.49 | \$91,726.65 | \$2,772.37 | \$743.49 | \$3,515.88 |

APPENDIX 4: NON-AGGREGATE WAGE RATES OF PAY

| Level | Commencement | | | 1 October 2010 (2.33% increase) | | | 1-May-11 | | 1-Oct-11 | | 1-Oct-12 | |
|-------|--------------|----------|------------------|---------------------------------|----------|------------------|------------|------------------|------------|------------------|------------|------------------|
| | F/N Wage | 6% APA | Annual Base Wage | F/N Wage | 6% APA | Annual Base Wage | F/N Wage | Annual Base Wage | F/N Wage | Annual Base Wage | F/N Wage | Annual Base Wage |
| | | | | | | | 1.67% | | 4.00% | | 5.00% | |
| ET6.4 | \$3,540.91 | \$184.42 | \$92,379.61 | \$3,619.12 | \$184.42 | \$94,419.95 | \$3,676.48 | \$95,996.76 | \$3,816.16 | \$99,836.63 | \$3,997.75 | \$104,828.46 |
| ET6.3 | \$3,463.26 | \$180.38 | \$90,353.92 | \$3,539.75 | \$180.38 | \$92,349.52 | \$3,595.85 | \$93,891.76 | \$3,732.47 | \$97,647.43 | \$3,910.07 | \$102,529.80 |
| ET6.2 | \$3,386.65 | \$176.39 | \$88,355.27 | \$3,461.45 | \$176.39 | \$90,306.72 | \$3,516.31 | \$91,814.84 | \$3,649.91 | \$95,487.43 | \$3,823.59 | \$100,261.80 |
| ET6.1 | \$3,308.90 | \$172.34 | \$86,326.57 | \$3,381.98 | \$172.34 | \$88,233.21 | \$3,435.58 | \$89,706.70 | \$3,566.11 | \$93,294.97 | \$3,735.80 | \$97,959.72 |
| ET5.3 | \$3,076.19 | \$160.22 | \$80,255.49 | \$3,144.13 | \$160.22 | \$82,028.04 | \$3,193.96 | \$83,397.91 | \$3,315.31 | \$86,733.83 | \$3,473.06 | \$91,070.52 |
| ET5.2 | \$2,987.49 | \$155.60 | \$77,941.26 | \$3,053.47 | \$155.60 | \$79,662.71 | \$3,101.86 | \$80,993.08 | \$3,219.71 | \$84,232.80 | \$3,372.92 | \$88,444.44 |
| ET5.1 | \$2,897.86 | \$150.93 | \$75,602.99 | \$2,961.86 | \$150.93 | \$77,272.80 | \$3,008.80 | \$78,563.26 | \$3,123.11 | \$81,705.79 | \$3,271.72 | \$85,791.08 |
| ET4.3 | \$2,721.72 | \$141.76 | \$71,007.61 | \$2,781.83 | \$141.76 | \$72,575.91 | \$2,825.92 | \$73,787.93 | \$2,933.29 | \$76,739.45 | \$3,072.87 | \$80,576.42 |
| ET4.2 | \$2,576.45 | \$134.19 | \$67,217.69 | \$2,633.35 | \$134.19 | \$68,702.29 | \$2,675.09 | \$69,849.62 | \$2,776.73 | \$72,643.60 | \$2,908.86 | \$76,275.78 |
| ET4.1 | \$2,451.81 | \$127.70 | \$63,965.75 | \$2,505.96 | \$127.70 | \$65,378.53 | \$2,545.68 | \$66,470.35 | \$2,642.40 | \$69,129.16 | \$2,768.14 | \$72,585.62 |
| ET3.3 | \$2,362.88 | \$123.07 | \$61,645.52 | \$2,415.07 | \$123.07 | \$63,007.05 | \$2,453.35 | \$64,059.27 | \$2,546.56 | \$66,621.64 | \$2,667.73 | \$69,952.72 |
| ET3.2 | \$2,273.82 | \$118.43 | \$59,322.28 | \$2,324.04 | \$118.43 | \$60,632.50 | \$2,360.87 | \$61,645.06 | \$2,450.57 | \$64,110.86 | \$2,567.18 | \$67,316.40 |
| ET3.1 | \$2,184.08 | \$113.75 | \$56,981.00 | \$2,232.32 | \$113.75 | \$58,239.51 | \$2,267.70 | \$59,212.11 | \$2,353.86 | \$61,580.59 | \$2,465.87 | \$64,659.62 |
| ET2.4 | \$2,095.15 | \$109.12 | \$54,660.77 | \$2,141.42 | \$109.12 | \$55,868.03 | \$2,175.36 | \$56,801.03 | \$2,258.01 | \$59,073.07 | \$2,365.45 | \$62,026.72 |
| ET2.3 | \$2,006.21 | \$104.49 | \$52,340.53 | \$2,050.52 | \$104.49 | \$53,496.55 | \$2,083.02 | \$54,389.94 | \$2,162.16 | \$56,565.54 | \$2,265.04 | \$59,393.82 |
| ET2.2 | \$1,916.70 | \$99.83 | \$50,005.27 | \$1,959.03 | \$99.83 | \$51,109.71 | \$1,990.08 | \$51,963.24 | \$2,065.69 | \$54,041.77 | \$2,163.98 | \$56,743.86 |
| ET2.1 | \$1,829.24 | \$95.20 | \$47,688.04 | \$1,869.64 | \$95.20 | \$48,741.30 | \$1,899.27 | \$49,555.28 | \$1,971.43 | \$51,537.49 | \$2,065.24 | \$54,114.36 |
| ET1.5 | \$1,794.49 | \$93.32 | \$46,747.32 | \$1,834.13 | \$93.32 | \$47,779.81 | \$1,863.20 | \$48,577.73 | \$1,934.00 | \$50,520.84 | \$2,026.03 | \$53,046.88 |
| ET1.4 | \$1,725.90 | \$89.62 | \$44,889.93 | \$1,764.03 | \$89.62 | \$45,881.39 | \$1,791.99 | \$46,647.61 | \$1,860.08 | \$48,513.51 | \$1,948.60 | \$50,939.19 |
| ET1.3 | \$1,643.43 | \$85.16 | \$42,656.86 | \$1,679.74 | \$85.16 | \$43,599.00 | \$1,706.37 | \$44,327.10 | \$1,771.22 | \$46,100.18 | \$1,855.52 | \$48,405.19 |
| ET1.2 | \$1,589.04 | \$82.22 | \$41,184.17 | \$1,624.15 | \$82.22 | \$42,093.78 | \$1,649.90 | \$42,796.75 | \$1,712.61 | \$44,508.62 | \$1,794.13 | \$46,734.05 |
| ET1.1 | \$1,550.36 | \$80.06 | \$40,102.20 | \$1,584.62 | \$80.06 | \$40,987.91 | \$1,609.75 | \$41,672.41 | \$1,670.94 | \$43,339.31 | \$1,750.48 | \$45,506.28 |

APPENDIX 5: EXAMPLE MASTER ROSTER AND LOADING CALCULATION TABLE (JILALAN NEW ROSTER AT TIME OF LODGEMENT – FOR DEMONSTRATION ONLY)

| WEEK: ___ | MONDAY | | TUESDAY | | WEDNESDAY | | THURSDAY | | FRIDAY | | SATURDAY | | SUNDAY | | HOURS |
|-----------|--------|------|---------|------|-----------|------|----------|------|--------|------|----------|------|--------|------|-------|
| 1 | 0700 | 1700 | 0700 | 1700 | 0700 | 1700 | 0700 | 1500 | OFF | | OFF | | OFF | | |
| 2 | OFF | | OFF | | OFF | | 0700 | 1700 | 0700 | 1700 | 0700 | 1700 | 0700 | 1500 | |
| 3 | 0700 | 1500 | 0700 | 1700 | 0700 | 1700 | 0700 | 1700 | OFF | | OFF | | OFF | | |
| 4 | OFF | | OFF | | OFF | | 0700 | 1700 | 0700 | 1500 | 0700 | 1500 | 0700 | 1700 | |
| 5 | 0700 | 1700 | OFF | | OFF | | OFF | | 2200 | 0800 | 2200 | 0800 | 2200 | 0800 | |
| 6 | OFF | | 0700 | 1700 | 0700 | 1700 | 0700 | 1700 | 0700 | 1500 | OFF | | OFF | | |
| 7 | OFF | | 1400 | 2400 | 1600 | 2400 | 1400 | 2400 | 1400 | 2400 | OFF | | OFF | | |
| 8 | 0700 | 1700 | 0700 | 1500 | 0700 | 1700 | 0700 | 1700 | OFF | | OFF | | OFF | | |
| 9 | OFF | | OFF | | OFF | | 0700 | 1700 | 1400 | 2400 | 1600 | 2400 | 1400 | 2400 | |
| 10 | OFF | | 0700 | 1700 | 0700 | 1700 | 0700 | 1500 | 0700 | 1700 | OFF | | OFF | | |
| 11 | 0001 | 0800 | 2200 | 0800 | 2200 | 0800 | 2200 | 0800 | OFF | | OFF | | OFF | | |
| 12 | 1400 | 2400 | 1400 | 2400 | 1400 | 2400 | 1600 | 2400 | OFF | | OFF | | OFF | | |
| 13 | OFF | | 0700 | 1700 | 0700 | 1500 | 0700 | 1700 | 1600 | 2400 | OFF | | OFF | | |
| 14 | 0700 | 1700 | 0700 | 1700 | 0700 | 1700 | 0700 | 1500 | OFF | | OFF | | OFF | | |
| 15 | 0001 | 0800 | 2200 | 0800 | 2200 | 0800 | 2200 | 0800 | OFF | | OFF | | OFF | | |
| 16 | OFF | | OFF | | OFF | | 0700 | 1700 | 0700 | 1500 | 1400 | 2400 | 1400 | 2400 | |
| 17 | 1400 | 2200 | 0800 | 1800 | 0700 | 1700 | 0700 | 1700 | OFF | | OFF | | OFF | | |
| 18 | 0700 | 1700 | OFF | | OFF | | OFF | | 2200 | 0800 | 2200 | 0800 | 2200 | 0600 | |
| 19 | OFF | | OFF | | OFF | | 0700 | 1700 | 0700 | 1500 | 0700 | 1700 | 0700 | 1700 | |

Loading Calculation Table

| | Day | Shift | Saturday | Sunday | Total |
|----------------|-----|-------|----------|--------|-------|
| Hours | | | | | |
| % of Total | | | | | |
| Loading | | 25% | 50% | 100% | |
| Roster Loading | | | | | |

APPENDIX 6: AGGREGATE WAGE CLASSIFICATION



