
**Transurban Queensland
Enterprise Agreement
202017**

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Part A – All Employees

1 Agreement

1.1 Title

This agreement shall be known as the Transurban Queensland Enterprise Agreement 20~~2017~~²⁰⁴⁷ (**Agreement**).

1.2 Application and Structure of the Agreement

1.2.1 This Agreement covers and applies to Queensland Motorways Management Pty Ltd (**Employer** or **Company** or **Transurban Queensland**) and all employees of the Company who:

- (a) were employed by the Company as at 1 July 20~~2017~~²⁰⁴⁷ and who were covered by the Queensland Motorways Enterprise Agreement 20~~1744~~¹⁷⁴⁴; or
- (b) commenced or will commence employment with the Company after 1 July 20~~2017~~²⁰⁴⁷ and who, on commencement, have or will have a base wage rate lower than the High Income Threshold

(collectively, the **Employees**).

1.2.2 For the avoidance of doubt, this Agreement replaces the Queensland Motorways Enterprise Agreement 20~~1744~~¹⁷⁴⁴.

1.2.3 This Agreement covers and applies to any union giving notice in accordance with the requirements of s183(1) of the *Fair Work Act 2009* (Cth). This Agreement will be applied subject to the NES outlined in the *Fair Work Act 2009*.

1.3 Commencement and Term

1.3.1 This Agreement will commence to operate on the Commencement Date and shall remain in force for a period of three (3) years.

1.4 Posting of the Agreement

1.4.1 The Employer will ensure a copy of this Agreement will be exhibited so as to be easily read by all Employees by posting the Agreement on the Employer's Intranet.

1.5 Equity Considerations

1.5.1 This Agreement will achieve the following principal objects relevant to social justice:

- (a) preventing and eliminating discrimination in employment; and
- (b) ensuring equal remuneration for men and women Employees for work of equal or comparable value; and
- (c) helping balance work and family life; and
- (d) respecting and valuing the diversity of Employees through helping to prevent and eliminate discrimination.

1.5.2 In addition, the effect of this Agreement is not to allow any conduct or treatment, either direct or indirect that would:

- (a) contravene the *Anti-Discrimination Act 1991* (Qld) or other applicable anti-discrimination legislation; or
- (b) discriminate on the basis of family responsibilities.

2 Definitions

In this Agreement, the following definitions apply:

“**Casual employee**” means an Employee other than a “Part-time employee” as defined, who is engaged as a casual on an hourly basis to work for less than the ordinary working hours of a Full-time employee.

“**Commencement Date**” means the date seven days after this Agreement is approved by the Fair Work Commission in accordance with Section 54 of the *Fair Work Act 2009*.

“**Continuous Shift Work**” means work done by Employees where the hours of work are regularly rotated in accordance with a shift roster covering a 24 hour per day operation over a 7 day week.

“**Continuous Shift Workers**” means Employees who perform Continuous Shift Work.

“**Employee's immediate family**” means:

- (a) a current or former spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a current or former spouse or defacto partner of the Employee.

“**Fixed Term employee**” means an Employee who is engaged on a fixed term basis whereby a starting date and finishing date are specified in association with the completion of a project or specific task or specific reason.

“**Full-time employee**” means an Employee who is employed to work an average of 38 ordinary hours per week.

“**Gazetted Public Holidays**” means those dates stipulated by the Queensland Holidays Act 1983, and as amended from time to time.

“**High Income Threshold**” means the high income threshold as that amount is defined in the *Fair Work Act 2009* (i.e. \$~~153,600~~~~42,000~~ effective 1 July 20~~20~~~~17~~ and reviewed annually thereafter in accordance with the *Fair Work Act 2009*).

“**Long Term Casual employee**” has the same meaning as that term is defined in the *Fair Work Act 2009*.

“**NES**” means the National Employment Standards as set out in the *Fair Work Act 2009*.

“**Ordinary Hours**” means the minimum number of hours an Employee must work on average each week. Ordinary hours do not include overtime. In this Agreement, ordinary hours for a Full-time employee means 38 hours averaged over the work cycle.

“**Part-time employee**” is a permanent employee who is engaged to work less than 38 hours per week.

“**Part B employee**” means an Employee to which Part B of this Agreement applies.

“**Permanent**” or “**permanent employee**” means a Full-time or a Part-time employee with ongoing employment and does not include fixed term or casual employees.

“**Union Representative**” means an accredited Union Delegate as authorised by the relevant Union or Union Official.

3 Wage and Wage Related Matters

3.1 Payment of Wages

- 3.1.1 All Employees will have their remuneration paid fortnightly on a regular day into a nominated account with a financial institution.
- 3.1.2 In the event of a public holiday falling on the regular pay day, Employees will be paid on their projected roster on the working day prior to the public holiday.
- 3.1.3 In the event of variation from the projected roster paid prior to the public holiday, the variations to remuneration will be processed in the following pay period.

3.2 Wage Rates and Increases

- 3.2.1 In respect of Employees who are not Part B employees, no Employee including those Employees who are employed by the Employer after the Commencement Date will be paid a base wage rate less than the applicable rate specified below:
- (a) for an Employee covered by the Clerks – Private Sector Award 2020~~40~~, 118% of the applicable weekly rate for the Employee's level and classification set out in that Award;
 - (b) for an Employee covered by the Manufacturing and Associated Industries and Occupations Award 2020~~40~~, 115% of the applicable weekly rate for the Employee's level and classification set out in that Award; or
 - ~~(c) for an Employee covered by the Professional Employees Award 2010, 102% of the applicable annual base wage rate for the Employee's level and classification set out in that Award, noting that in determining annual salaries for these Employees, the Employer will take into account time worked on afternoons, nights and/or weekends; or~~
 - (c) for those Employees not covered by a modern award, 130% of the National Minimum Wage.
- 3.2.2 Subject to clause 3.2.4, ~~from the start of the first full pay period commencing on or after effective from~~ 1 July in the below named years, Employees covered by this Agreement will receive an increase in their base wage rate as follows:
- (a) in 20~~2017~~, 1.75%~~3%~~;
 - (b) in 20~~2148~~, 23%; and,
 - (c) in 20~~2249~~, 23%.
- 3.2.3 All base wage rates incorporate any entitlement to annual leave loading of 17.5% (i.e. annual leave loading will not be paid in addition to the base wage rate).
- 3.2.4 Subject to clause 3.2.1, the base wage rate increases set out in clause 3.2.2 will be postponed for those Employees undergoing a Performance Improvement Plan, provided that the obligations under clause 6.9 have been complied with and until such time as the Plan is completed as agreed between the parties and in consultation with the Employer's People and Culture~~Human Resources~~ representative.
- 3.2.5 An Employee on completion of the Performance Improvement Plan will have their base wage rate increase as set out in clause 3.2.2 restored retrospectively to the original date that the wage increase was due.

3.3 Payment for Working Saturdays and Sundays

3.3.1 For Employees (except Part B employees) who commenced employment with the Employer before ~~18 December 2017~~ the Commencement Date:

- (a) work within the spread of ordinary hours (i.e. 7am to 12.30pm) on a Saturday in accordance with clause 6.3.3(a) will be paid at the rate of time and a quarter;
- (b) work performed between the spread of hours of 12.30pm to 2.30pm on a Saturday will be paid at the rate of time and a half;
- (c) work performed after 2.30pm on a Saturday will be paid at the rate of double time;
- (d) work performed on a Sunday will be paid at the rate of double time with a minimum payment of 4 hours;
- (e) work performed on a Saturday or Sunday will be paid in accordance with this clause 3.3.1 unless a higher rate of pay would be payable under clause 3.4 for hours in excess of ordinary hours, in which case the rates of pay under clause 3.4 will apply to the exclusion of the rates of pay in this clause 3.3.1.

Commented [A1]: 18 December 2017 is the commencement date of the 2017 EA

3.3.2 For Employees (except Part B employees) who commenced employment with the Employer on or after ~~18 December 2017~~ the Commencement Date:

- (a) work performed within the spread of ordinary hours (i.e. 7am to 7pm) on a Saturday in accordance with clause 6.3.3(b) will be paid at the ordinary time rate (noting that Full-time employees must not work more than 7.6 hours on a Saturday);
- (b) work performed outside the spread of ordinary hours on a Saturday will be paid at the rate of double time;
- (c) work performed on a Sunday will be paid at the rate of double time with a minimum payment of 4 hours;
- (d) work performed on a Saturday or Sunday will be paid in accordance with this clause 3.3.2 unless a higher rate of pay would be payable under clause 3.4 for hours in excess of ordinary hours, in which case the rates of pay under clause 3.4 will apply to the exclusion of the rates of pay in this clause 3.3.2.

Commented [A2]: Reflects undertaking 5 given in respect of the approval of the 2017 EA

3.4 Overtime

3.4.1 This clause 3.4 applies to all Employees, except Part B employees.

3.4.2 Employees whose base wage rate exceeds \$70,000 are employed in positions with a base wage rate that is sufficient to compensate them for some reasonable overtime required by the Employer as required by their role.

3.4.3 In determining if overtime is reasonable the following criteria will be used:

- (a) any risk to Employee health and safety;
- (b) the needs of the workplace;
- (c) the notice (if any) given by the Employer;
- (d) the individual circumstances of the Employee, including family responsibilities and/or caring needs;

~~(d)~~(e) the nature of the employee's role, and the employee's level of responsibility;

~~(e)~~(f) only the first 2 hours' overtime per week over a pay period can be reasonable; and

~~(f)~~(g) unless otherwise agreed between the Employer and the Employee, overtime will be reasonable only if worked between Monday and Friday.

3.4.4 Clause 3.4.6 will not apply to Employees required to work reasonable overtime in accordance with clauses ~~3.4.3~~3.4.2 and 3.4.3.

3.4.5 It is not the intention that reasonable overtime will include rostered shifts or emergency cover in the event other Employees are unable to undertake their shifts. This overtime will be paid in addition to the Employee's base wage rate.

3.4.6 Where the Employer directs a Full-time or Part-time employee to work additional hours in excess of the Employee's ordinary hours of work and the Employee has been given written prior approval ~~from~~of the Employer to work the additional hours, the Employee shall be paid time and a half for the first two (2) hours and double time thereafter. For the avoidance of doubt, undirected/unapproved Employee initiated discretionary additional hours do not meet the eligibility requirements for paid overtime (or, as applicable, time off in lieu).

3.4.7 Where there is mutual agreement between the Employer and the Employee, the Employee may access time off in lieu of payment for overtime at an hour for hour rate. It is the expectation of the Employer that any such agreed time off in lieu of payment for overtime should be taken within 30 days of the Employee working the overtime.

Commented [A3]: Reflects undertaking 9 given in respect of the approval of the 2017 EA

3.4.8 Despite any agreement in clause 3.4.7, where such time off in lieu of payment for overtime has not been taken within ~~six months~~30 days of the Employee working the overtime, the Employer must pay the Employee instead of giving the Employee time off in lieu of payment for overtime:

(a) at the Employee's request; or

~~(b)~~ at the Employer's discretion.

3.4.9 An Employee who is terminated will be paid any untaken but accrued time off in lieu at the applicable overtime rate in accordance with this Agreement.

Commented [A4]: Reflects undertaking 10 given in respect of the approval of the 2017 EA

3.5 Make-up Time

3.5.1 An Employee may elect, with the consent of the Employer, to work 'make-up time' under which the Employee takes time off during ordinary- hours, and works those hours at a later time.

3.6 Higher Duties

3.6.1 An Employee who is requested and agrees to temporarily perform some or all of the duties of a more senior or specialised position for a period of two (2) days or more will be paid at the base wage rate as calculated in accordance with the 'Managing Higher Duties Work Instruction', as amended from time to time, available on the Employer's intranet, of the more senior or specialised position for the entire period that higher duties are performed, unless it is agreed that this forms part of a formal

development plan, in which case the higher base wage rate will not be paid provided the period concerned is no more than three months duration.

3.7 Secondments

3.7.1 An Employee who temporarily transfers from one position to another position will be paid at the base wage rate of the secondment position as calculated in the accordance with the 'Managing Secondments Work Instruction', as amended from time to time, available on the Employer's intranet, and be based on merit or at the Employer's discretion considering staff development requirements. Merit based decisions will need to also consider the level of specialist knowledge required and the level of specialist expertise available. Secondments of a duration longer than three months should be based on an expression of interest as an aid to merit selection.

3.8 First Aid Allowance

3.8.1 Employees will be appointed by the Employer where a need has been identified to perform first aid duties and will be paid an allowance of ~~\$16.11~~ \$14.92 per week in addition to their base wage rate.

3.8.2 The First Aid allowances as prescribed in clause 3.8.1 will be pro-rated for Part-time employees based on their hours of work.

3.8.3 For an Employee to be eligible to be appointed by the Employer to perform first aid duties, the Employee must at all times hold a current Applied First Aid qualification which includes an up to date CPR certificate.

3.8.4 The First Aid allowances as prescribed in clause 3.8.1 will be increased at the dates and at the same percentages as the base wage rate increases set out in clause 3.2.2.

3.9 Laundry Allowance

3.9.1 Any Employee who is required by the Employer to wear a uniform will be paid a laundry allowance of ~~\$12.89~~ \$11.94 per week (for a Full-time employee).

3.9.2 The Laundry Allowance as prescribed in clause 3.9.1 will be pro-rated for Part-time employees based on the hours of work.

3.9.3 The Laundry Allowance as prescribed in clause 3.9.1 will be increased at the dates and at the same percentages as the base wage rate increases set out in clause 3.2.2.

3.10 Uniforms

3.10.1 Any Employee who is required by the Employer to wear a uniform will be issued with one skirt or pants and one shirt for each day of a calendar week the Employee is usually rostered to work. For example, a Full-time employee will be issued with five skirts or pants and five shirts. A Part-time employee who works 3 days a week will be issued with three skirts or pants and three shirts. The skirt or pants and shirt will be issued on the Employee's commencement in the role.

3.10.2 The uniforms will be replaced on a wear and tear basis.

3.11 Meal Allowance

- 3.11.1 An Employee required by the Employer to work for more than one and a half hours of overtime (other than reasonable overtime) without being given 24 hours' notice after the Employee's ordinary time of ending work will be either provided with a meal or paid a meal allowance of ~~\$16.34~~~~\$15.14~~. Where such paid overtime work exceeds four hours a further meal allowance of ~~\$13.08~~~~\$12.12~~ will be paid.

3.12 Vehicle Allowance

- 3.12.1 An Employee required by the Employer to use the Employee's motor vehicle in the performance of duties will be paid at the rates per work-related kilometre published by the Australian Tax Office.

3.13 Superannuation

- 3.13.1 The Employer will pay the amount specified in the *Superannuation Guarantee (Administration) Act 1992* (Cth) (**SGC**) for all Employees.
- 3.13.2 The SGC will be paid on all ordinary time earnings, as given meaning in the *Superannuation Guarantee (Administration) Act 1992* (Cth).
- 3.13.3 Employees who wish to make salary sacrifice contributions will be entitled to do so in accordance with the regulations of the *Superannuation Guarantee (Administration) Act 1992* (Cth) and provided there is no additional cost to the Employer (e.g. tax, etc).
- 3.13.4 Employee superannuation contributions will be paid into a superannuation fund of their choice.
- 3.13.5 Employees who do not specify a superannuation fund for Employer contributions prescribed in clause 3.13.1 will have their contributions paid to the default fund nominated by the Employer. Such default fund is currently AustralianSuper and such fund offers a MySuper product.

Commented [A5]: Reflects undertaking 1 given in respect of the approval of the 2017 EA.

3.14 ~~Reimbursement of Expenses~~In-House Benefits

- 3.14.1 Any tolls incurred by an Employee while undertaking his/her role will be paid by the Company.

4 Redundancy

4.1 Application

- 4.1.1 The *Fair Work Act 2009* provides a framework for when a role is redundant and when the Employer must pay redundancy pay. That framework is incorporated into this Agreement, and applies subject to clauses 4.2 to 4.4.

4.2 Redeployment

- 4.2.1 In the event that the Employer declares a position redundant, the Employer will make all attempts to redeploy the Employee and make or offer redundancies only as a final step.
- 4.2.2 Where the Employer and the Employee agree that an Employee is to be redeployed to another role instead of being retrenched, the Employer will allow a one month settling in period starting from the date the Employee commences the new role. Should termination of employment occur during this period:

- (a) at the Employer's initiative (except for reasons of Employee neglect of duty, misconduct or similar reason), the Employee will be entitled to the redundancy benefits outlined in this clause 4; or
- (b) at the Employee's initiative, the Employee will not be taken to have accepted that the new role was acceptable alternative employment without prejudice to such a claim by the Employer.

4.3 Redundancy

4.3.1 The Employer may decide to offer voluntary redundancies to Permanent Employees and Long Term Casual employees before making forced redundancies.

4.3.2 In the event that the Employer makes any Permanent or Long Term Casual employee redundant, whether voluntarily or involuntarily, the Employee is entitled to be paid the following:

- (a) if the Employee commenced employment with the Employer before 18 December 2017~~the Commencement Date~~:
 - (i) two (2) weeks' pay per year of full-time service, pro-rated for a part year of service or any part-time employment during a year of service;
 - (ii) an additional cash component of \$6,500 or eight (8) eight weeks' pay, whatever is the greater;
 - (iii) accrued annual leave; and
 - (iv) accrued long service leave for Employees who have worked for at least one year of continuous service with the Employer, on the basis of 1.3 weeks for each year of service and a proportionate amount for an incomplete year of service or any part-time employment during a year of service; or
- (b) if the Employee commenced employment with the Employer on or after 18 December 2017~~the Commencement Date~~:
 - (i) ~~the applicable such~~ redundancy payments as prescribed by the table immediately below~~NES~~;

<u>Period of continuous service</u>	<u>Entitlement (calculated at base pay)</u>
<u>Less than 2 years</u>	<u>4 weeks</u>
<u>At least 1 year but less than 2 years</u>	<u>4 weeks</u>
<u>At least 2 years but less than 3 years</u>	<u>6 weeks</u>
<u>At least 3 years but less than 4 years</u>	<u>8 weeks</u>
<u>At least 4 years but less than 5 years</u>	<u>10 weeks</u>
<u>At least 5 years but less than 6 years</u>	<u>12 weeks</u>
<u>At least 6 years but less than 7 years</u>	<u>14 weeks</u>
<u>At least 7 years but less than 8 years</u>	<u>16 weeks</u>
<u>At least 8 years but less than 9 years</u>	<u>18 weeks</u>
<u>At least 9 years but less than 10 years</u>	<u>20 weeks</u>

- ~~(i)~~(ii) accrued annual leave; and
- ~~(ii)~~(iii) accrued long service leave if required by applicable legislation.

4.4 Career Transition and Outplacement Services

4.4.1 ~~Further, if the Employee commenced employment with the Employer before 18 December 2017~~ the Commencement Date:

- (a) in the event of a redundancy being declared by the Employer, the Employer shall supply to a retrenched Employee up to \$2,500 optional career transition and outplacement services from an approved service including but not limited to access to: one free advisory financial planning session; resume development; transferable skills audit; job interview techniques; coaching sessions and change management strategies; and
- (b) these services shall be supplied to the Employee on paid ordinary time.

4.4.2 ~~If the Employee commenced employment with the Employer on or after 18 December 2017~~ the Commencement Date, clause 4.4.1 will not apply to them.

5 Termination of Employment

5.1 Full-time and Part-time Employees

5.1.1 The Employer or Employee may terminate the employment of a Full-time or Part-time employee by giving the Employee written notice of the termination calculated in accordance with clause 5.1.2 or such greater period as is specified in their contract for employment.

5.1.2

Employee's period of continuous service on the day notice of termination is given	Notice Period
Not more than 1 year	1 weeks
More than 1 year, but not more than 3 years	2 weeks
More than 3 years, but not more than 5 years	3 weeks
More than 5 years	4 weeks

An additional 1 week notice is to be provided by the Employer if the Employee is over 45 years of age and has completed at least 2 years' continuous service.

5.1.3 The Employer may, in its absolute discretion, choose to provide the Employee with payment in lieu of notice of termination.

5.1.4 An Employee's final remuneration will be paid either on the last day of the employment with the Employer, or the earliest pay-run thereafter, to their nominated account with a financial institution. The final payment will include all outstanding wages, including penalty rates and allowances, as well as any accrued leave to which the employee is entitled to be paid on termination as well as agreed deductions for any outstanding debts, for example private tolls.

5.2 Casual Employees

5.2.1 The Employer may terminate the employment of a Casual Employee at any time.

5.3 Return of Property

- 5.3.1 Upon the termination of an Employee's employment, or at any time the Employer requests, the Employee will immediately deliver to the Employer all Company property, including keys, motor vehicles, mobile phones, security cards and documents.

6 Employment

6.1 Types of Employment

- 6.1.1 The Employer is committed to permanent employment where possible. Casual or fixed term forms of employment will only be used where permanent employment is not viable or appropriate.
- 6.1.2 An Employee who is a Casual employee and who would, but for this Agreement, be covered by a modern award, will be paid at least ~~130.25%~~ ^{130.25%} of the hourly rate for the Employee's level and classification set out in the applicable Award in lieu of leave entitlements (except where otherwise provided by legislation), public holidays not worked, notice period on termination and redundancy payments (other than Long Term Casual employees). Casual employees rostered to work on weekends will be paid penalty rates in accordance with the applicable Award.

Commented [A6]: Reflects undertaking 3 given in respect of the approval of the 2017 EA

6.2 Contract of Employment

- 6.2.1 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 employment is on a permanent, fixed term or casual basis.

6.3 Hours of Work

- 6.3.1 This clause 6.3 applies to all Employees, except Part B employees.
- 6.3.2 The ordinary hours of work are to be an average of 38 hours per week but not exceeding 76 hours in 14 days, or an average of 38 hours per week over the period of the agreed roster cycle.
- 6.3.3 The ordinary hours of work are as follows:
- (a) for Employees who commenced employment with the Employer before ~~18 December 2017~~ ^{18 December 2017} ~~the Commencement Date~~, the span of ordinary hours will be 7am to 7pm, Monday to Friday, and 7am to 12.30pm on Saturday. This spread of hours may be altered by one hour at either end of the spread by agreement between the Employer and Employee; and
 - (b) for Employees who commenced employment with the Employer on or after ~~18 December 2017~~ ^{18 December 2017} ~~the Commencement Date~~, the span of ordinary hours will be 7am to 7pm, Monday to Saturday. The spread of hours may be altered by one hour at either end of the spread by agreement between the Employer and Employee.
- 6.3.4 Where the Employee is working on a roster, the Employee's ordinary hours for each day will be the Employee's rostered hours.
- 6.3.5 The Employer may require an Employee to work overtime in excess of the ordinary hours of work set out in clause 6.3.2. Any such additional hours (other than reasonable overtime) will be paid in accordance with the overtime rates in clause 3.4.

6.3.6 All hours worked in excess of ordinary hours for the purposes of accessing a rostered accrued day off will not be considered overtime.

6.3.7 Notwithstanding anything else in this clause 6.3,

(a) Part-time employees covered by the Clerks (Private Sector) Award 2020~~10~~ who commenced employment with the Employer on or after 18 December 2017 whose regular roster includes ordinary hours on a Saturday, must work at least 81% of their regular rostered hours on weekdays or on Sunday; and

(~~a~~) (b) Part-time employees covered by the Manufacturing and Associated Industries and Occupations Award 2020~~10~~ who commenced employment with the Employer on or after 18 December 2017 whose regular roster includes ordinary hours on a Saturday, must work at least 74% of their regular rostered hours on weekdays or on Sunday.

Commented [A7]: Reflects undertakings 6 and 7 given in respect of the approval of the 2017 EA

6.4 Part-time Employment

- 6.4.1 A Part-time employee is a permanent Employee who works less than 38 hours per week.
- 6.4.2 A Part-time employee and the Employer will agree in writing at the time of engagement on a regular roster, specifying at least the number of hours worked each day, which days the Employee will work and the actual starting and finishing times each day.
- 6.4.3 All time worked in excess of a Part-time employee's regular roster will be overtime and will be paid in accordance with the overtime rates in clause 3.4.
- 6.4.4 Subject to clause 6.4.5, the Employer may require a Part-time employee to work a roster other than their regular roster.
- 6.4.5 The number of hours worked by the Employee during a week may be varied only by agreement in writing between the Employer and the Employee and by following the procedures outlined in clause 9.
- 6.4.6 Changes in the days the Employee will work and the actual starting and finishing times each day can be made by the Employer by following the procedures outlined in clause 9 and giving two weeks' notice to the Employee in advance of the changed hours or otherwise by mutual agreement between the parties.
- 6.4.7 The Employee may request changes in the days the Employee will work and the actual starting and finishing times each day. Following such a request, the procedures outlined in clause 9 will commence, after which the Employer may agree to or reject the request.
- 6.4.8 A Part-time employee may request for an exchange of shift on the provision that:
- (a) the exchange will be undertaken within a single pay period; and
 - (b) can only shift swap with a shift of equal duration.
- 6.4.9 Where the Employer proposes to change a Part-time employee's regular roster or ordinary hours of work, the Employer must consult with the Employee as per clause 9.
- 6.4.10 Part-time employees are entitled on a pro-rata basis to equivalent pay and conditions to those of Full-time employees.

6.5 Request for Change of Employment Status

- 6.5.1 An Employee can make a request to change their hours of work from full-time to part-time or vice versa or vary their part time hours as outlined in the NES.
- 6.5.2 The change of hours may be on a temporary or permanent basis.
- 6.5.3 Any request for a change of hours must:
- (a) be made in writing; and
 - (b) state whether the request is for a temporary or permanent change; and
 - (c) state the proposed start and finish date if the change is temporary or the proposed start date if the change is permanent; and
 - (d) state the reason for the request.
- 6.5.4 The Employer may require any request for a change of hours to include a trial and/or a review period to ensure the arrangements do not unduly impact on the business, team or individual.
- 6.5.5 Any trial and/or a review period will be in writing and agreed to prior to the commencement of the trial and/or a review period.
- 6.5.6 A review to determine the suitability of the arrangement must be made at the end of the trial period of three (3) months and thereafter on an annual basis. If the Employer decides after the initial 3 month trial that a further trial period of not more than 6 months should be undertaken, a further review will occur at the end of that trial period.
- 6.5.7 All such requests may be approved only if normal operational requirements are able to be maintained at no additional burden or cost to the Employer.

6.6 Meal Break

- 6.6.1 Where an Employee (except a Part B employee) works more than 6 hours the Employer must schedule an unpaid meal period of not less than 30 minutes and not more than 60 minutes for each Employee.
- 6.6.2 Where an Employee (except a Part B employee) is directed by the Employer to work through their entire meal break, that Employee must be paid double time for all time worked from when the break was due until a break is allowed.

6.7 Rest Break

- 6.7.1 An Employee must be allowed two 10 minute rest intervals to be counted as time worked on each day that the Employee is required to work. Each rest interval should be taken at a time suitable to the Employer taking into account the needs of the business.

6.8 Provision of Rosters

- 6.8.1 The ordinary hours of work for each Employee will be displayed on a roster in a place conveniently accessible to Employees. Such roster will be displayed at least two weeks prior to the commencing date of the first working period in any roster.

6.9 Key Performance Indicators

- 6.9.1 Employees should have the opportunity to participate in the setting of achievable Employee related Key Performance Indicators.

- 6.9.2 Employee related Key Performance Indicators should be linked to the quality of customer service and support the objectives of the business, in alignment with the Company's strategic business plan. Key Performance Indicators should be achievable and introduced following consultation with Employees in accordance with clause 9.
- 6.9.3 Employees must have an opportunity to influence the outcome of any Key Performance Indicators that are introduced for Employees.

7 Leave and Public Holidays

7.1 Leave

- 7.1.1 Full-time and Part-time employees are entitled to leave in accordance with the NES and applicable long service leave legislation. These entitlements are described in this clause 7.
- 7.1.2 Casual employees are generally not entitled to leave in accordance with the NES or applicable long service leave legislation. Any exceptions are discussed below.

7.2 Annual Leave

- 7.2.1 In accordance with the NES, Full-time and Part-time employees are entitled to four weeks' annual leave per year of employment.

7.2.2 Continuous Shift Workers are entitled to an additional week of annual leave per year of employment. The Company acknowledges that Traffic Control Room Operators are Continuous Shift Workers as at the time of making this Agreement. Further, and to avoid doubt:

- (a) -an Employee who meets the definition of a Continuous Shift Worker under clause 41.3 of the Manufacturing and Associated Industries and Occupations Award 2010, clause 19.3 of the Professional Employees Award or clause 23.2 of the Miscellaneous Award 2010, is considered a Continuous Shift Worker for the purposes of this Agreement and is therefore entitled to an additional week's annual leave under this clause 7.2.2; and
- (b) other than Part B employees, Employees who are Continuous Shift Workers will be paid an annualised salary which ensures they receive, on an annual basis, more remuneration than they would have received had they been paid in accordance with the relevant modern award including any shift, weekend and public holiday penalties under the applicable modern award that covers their employment.

~~7.2.2~~

- 7.2.3 The Employer and Employees agree that they will work together to ensure, where possible that Employees are able to take annual leave at a mutually convenient time. The taking of annual leave, including the direction to take annual leave, shall be in accordance with the *Fair Work Act 2009*.
- 7.2.4 Employees recognise that annual leave should generally be taken as it accrues. Where an Employee accrues excessive annual leave of eight weeks or more, leave must be taken as determined by the Employer in consultation with the Employee. Where after consultation the Employer and Employee cannot agree, the Employer may require the Employee to take excessive accrued annual leave by the giving of no less than 4 weeks' notice. The Employer cannot require an Employee to take

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more annual leave than would result in the Employee's accrued entitlement to annual leave falling below 4 weeks.

- 7.2.5 The Employer may agree (at its absolute discretion) to a request by an Employee to cash out annual leave if:
- (a) the Employee's request and the Employer's agreement are in writing; and
 - (b) the Employee's accrued entitlement to annual leave will be at least four weeks after the cash out.

7.3 Long Service Leave

7.3.1 Employees covered by this agreement as at the Commencement Date will accrue long service leave at the rate of 1.3 weeks per year of service or the long service leave provisions of the Industrial Relations Act 2016 whichever is the greater. If, however, the Employee commenced employment with the Employer after the Commencement Date, they will accrue long service leave in accordance with the rate set out in the Industrial Relations Act 2016 (Qld)

7.3.2 The accrual rate is pro-rated for part years of service.

7.3.3 All accruals are pro-rated for Part-time employees.

7.4 Public Holidays

7.4.1 The Employer will pay Employees (except Part B employees) double time and a half if required by the Employer to work on Gazetted Public Holidays.

7.4.2 Employees (except Part B employees) who are required by the Employer to work on Gazetted Public Holidays are entitled to a minimum of four hours pay, provided that the Employee is available to work for the four hours.

7.5 Personal/Carer's Leave

7.5.1 In accordance with the NES, Full-time and Part-time employees are entitled to up to 10 days' personal leave for each completed year of continuous service with the Employer (pro-rated for Part-time employees).

7.5.2 Personal leave accrues throughout the year in accordance with the Employee's ordinary hours of work.

7.5.3 Casual employees are not entitled to personal leave.

7.5.4 As part of the personal leave entitlements referred to above, Full-time and Part-time employees are entitled to paid carer's leave when the Employee is required 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 an illness, injury or unexpected emergency. Casual employees are entitled to two (2) days unpaid carer's leave per occasion.

7.6 Compassionate Leave

7.6.1 Employees are entitled to two (2) days' compassionate leave per occasion when a member of the Employee's immediate family or a member of the Employee's household:

- (a) contracts or develops a personal injury or illness that poses a serious threat to their life; or
- (b) sustains a personal injury that poses a serious threat to their life; or

(c) dies.

7.6.2 Compassionate leave is paid for Full-time and Part-time employees, but unpaid for Casual employees.

7.6.3 The two (2) days of compassionate leave may be taken in a single unbroken period of two (2) days or two separate periods of one (1) day as agreed by the Employer and the Employee.

7.7 Parental Leave

7.7.1 Employees, including certain Long Term Casual employees, are generally entitled to take unpaid parental leave if the Employee has completed at least twelve (12) months of continuous service with the Employer immediately before taking this leave.

7.7.2 Parental leave may be taken by an Employee in accordance with the provisions of the NES. Any period of parental leave will commence at the time prescribed by the NES.

7.7.3 Subject to qualifying for unpaid parental leave in clause 7.7.1, an Employee who is the primary carer of the child will be entitled to ~~sixteenfourteen (1614)~~ weeks paid parental leave.

7.7.4 Subject to qualifying for unpaid parental leave in clause 7.7.1, an Employee who is the secondary carer of the child will be entitled to ~~fourtwo (42) weeks paid, and one (1) week unpaid~~ parental leave which may be taken at the time of birth or adoption. This may be taken concurrently with the partner's primary carer leave. If the Employee becomes the primary carer of the child in the first year of birth or adoption, they may apply for primary carer leave (less any secondary carer leave taken).

7.7.5 For the avoidance of doubt and as applicable, clauses 7.7.3 and 7.7.4 applies to an Employee who is an intended parent under a surrogacy arrangement and adoption leave.

7.7.6 Any period of paid leave under this clause 7.7 is inclusive of any public holidays arising within that time.

7.7.7 The total period of parental leave under the NES is inclusive of paid and unpaid leave.

7.8 Community Service Leave

7.8.1 An Employee is entitled to be absent from their employment when they are engaging in a community service activity as defined in the NES.

7.8.2 If an Employee wishes to take community service leave, the Employee must comply with the notice and evidence requirements set out in the NES.

7.8.3 An Employee is only entitled to payment for community service leave where payment is provided in the NES or applicable legislation.

7.8.4 Where an Employee is entitled to payment for community service leave, the Employee will be paid at the rate specified in the NES or in applicable legislation.

7.9 Unpaid Family and Domestic Violence Leave

7.9.1 An Employee is entitled to 5 days of unpaid family and domestic violence leave in a 12 month period in accordance with the NES. "Family and domestic violence" is as defined in the NES

7.9.2 An Employee may take unpaid family and domestic violence leave if:

- (a) the Employee is experiencing family and domestic violence; and
- (b) the Employee needs to do something to deal with the impact of the family and domestic violence; and
- (c) it is impractical for the employee to do that thing outside the employee's ordinary hours of work.

7.9.3 Unpaid family and domestic violence leave

- (a) is available in full at the start of each 12 month period of the Employee's employment; and
- (b) does not accumulate from year to year; and
- (c) is available in full to part-time and casual Employees.

7.9.4 The Employee may take unpaid family and domestic violence leave as:

- (a) a single continuous 5 day period; or
- (b) separate periods of one or more days each; or
- (c) any separate periods to which the employee and the employer agree, including periods of less than one day.

7.9.5 If an Employee wishes to take unpaid family and domestic violence leave, the Employee must comply with the notice and evidence requirements set out in the NES, noting that the Employer must take steps to ensure information concerning any notice or evidence an Employee has given of the Employee taking family and domestic violence leave is treated confidentially, as far as it is reasonably practicable to do so.

7.97.10 Special Unpaid Leave (Religious, Ceremonial and Family Violence)

7.9.47.10.1 The Employer may grant an Employee's request to take ~~unpaid~~special leave (e.g. leave for religious or other ceremonies ~~or in the case of family violence where personal/carer's leave is not applicable~~). ~~Special leave will be unpaid.~~ The Employer has the absolute discretion whether or not to grant an Employee's request for ~~unpaid~~special leave.

7.407.11 Lifestyle -Leave

7.40.47.11.1 An Employee with twelve (12) months' service can purchase up to six (6) additional weeks' leave or as otherwise agreed.

7.40.27.11.2 Lifestyle leave is taken in the same way as annual leave.

8 Policy

8.1.1 All policies and procedures are listed in the Employer's intranet and are subject to change as legislative and operational demands require.

8.1.2 For the sake of certainty, the Employers policies and procedures do not form part of this Agreement. Failure to comply with a policy is not an express or implied breach of this Agreement.

9 Communication and Consultation

9.1 Company to Notify

9.1.1 This clause 9 applies if the Company:

- (a) has decided to introduce a major change in; policy, production, program, organisation, structure or technology that is likely to have a significant effect on Employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

9.1.2 The Company must notify the Employees who may be affected by the proposed change and their employee nominated representatives, if any, and the relevant union/s. Nothing in this clause 9 limits the discretion of an Employee to be represented by whomever the Employee chooses.

9.1.3 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.

9.2 Company to Discuss Proposed Change

9.2.1 The Company must hold discussions with the Employees directly affected, their employee nominated representative/s, if any, and the relevant union/s. These discussions must involve or include:

- (a) 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; and
- (b) measures to avert or mitigate any adverse effects on Employees. For that purpose, the Company will invite Employees to give their views about the impact of the change, including on their family and caring responsibilities; and
- (c) provision of reasonable resources, including work time, for Employees to fully participate in the consultation process; and
- (d) prompt and genuine consideration of the parties' suggestions, ideas and contributions, including the Employees' views about the impact of the change; and
- (e) genuine opportunity for the parties to affect the outcome.

9.2.2 The discussions must commence as early as practicable after a decision has been taken by the Company.

9.2.3 The Company is not required to disclose confidential information the disclosure of which would be contrary to the Company's interests.

9.2.4 The relevant employee/s may appoint a representative for the purposes of the procedures in this clause 9. If a relevant employee/s appoint a representative for the purposes of consultation and the employee/s advise the Company of the identity of the representative, the Company must recognise the representative.

10 Individual Flexibility Arrangements

- 10.1.1 The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) the arrangement deals with one or more of the following matters:
 - (i) when work is performed;
 - (ii) meal breaks;
 - (iii) the taking of annual leave;
 - (iv) overtime rates;
 - (v) penalty rates;
 - (vi) allowances; or
 - (vii) leave loading.
 - (b) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a) above; and
 - (c) the arrangement is genuinely agreed to by the Employer and Employee.
- 10.1.2 The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Fair Work Act 2009; and
 - (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 10.1.3 The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the Employer and Employee; and
 - (c) is signed by the Employer and Employee and, if the Employee is under 18 years of age, is signed by a parent or guardian of the Employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement the effect of which will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 10.1.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 10.1.5 The Employer or Employee may terminate the individual flexibility arrangement:
- (a) by giving 28 days' written notice to the other party to the arrangement. The arrangement will then cease to operate at the end of the 28-day notice period; or
 - (b) if the Employer and Employee agree in writing at any time.

11 Disputes Settlement and Avoidance Procedure

- 11.1.1 The parties covered by this Agreement agree that the objectives of this clause 11 are the avoidance and resolution of any dispute about matters arising under this Agreement and/or in relation to the NES, by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- 11.1.2 In the event of a dispute about those matters, the parties will first attempt to resolve the dispute through discussions between the Employee or Employees concerned and their relevant supervisor or manager.
- 11.1.3 An Employee who is party to the dispute may nominate an employee representative including a union representative for the purposes of the procedures outlined within this clause 11.
- 11.1.4 If such discussions do not resolve the dispute, the parties will attempt to resolve the dispute through discussions between the Employee or Employees concerned and more senior levels of management as appropriate.
- 11.1.5 To the extent the steps in clause 11.1.2 and 11.1.3 can be taken in accordance with the Employer's grievance procedure, then the Employee will follow that procedure.
- 11.1.6 If a dispute is unable to be resolved and all agreed steps for resolving it at the workplace have been taken, any party to the dispute may refer it to the Fair Work Commission to resolve it by exercising its powers that are available to it under the Act by mediating, conciliating, expressing an opinion or making a recommendation and/or arbitration.
- 11.1.7 While the dispute resolution procedure is being conducted, the Employee will not refuse to continue work at the reasonable direction of the Employer, unless the Employee has a reasonable concern about an imminent risk to their health and safety.

12 Union Representatives and Training

- 12.1 The parties to the Agreement acknowledge that to support constructive relations in the workplace there is a need to work cooperatively and productively.
- 12.2 The Employer recognises and respects that accredited union delegates speak on behalf of union members in the workplace and that union delegates have an important role to play within the organization. The Employer shall not unnecessarily hinder accredited union delegates in the reasonable and responsible performance of their duties.
- 12.3 The Employer acknowledges that union delegates may have reasonable access to administrative facilities and reasonable time during work times to carry out their delegate responsibilities, provided that the service delivery and work requirements are not unduly affected.
- 12.4 To facilitate representation by union delegates, the Employer will release up to 2 union delegates per union per year for industrial education training, up to a maximum of five paid days per year as requested by the applicable union.

13 Miscellaneous

13.1 Agreement Consultative Forum

13.1.1 For the purposes of applying clauses 9.1 and 9.2 of this Agreement, a consultative forum will meet as necessary consisting of Employer representatives, Employees, Delegates and Unions covered by the Agreement.

13.2 Savings Clause

13.2.1 This Agreement is to be read in conjunction with the NES.

13.2.2 If a term of this agreement is detrimental to an Employee when compared to the NES, the relevant standard prevails over a term of this Agreement.

13.3 No Further Claims

13.3.1 During the period of operation of this Agreement, the Employees and any unions covered by this Agreement will not pursue any extra claims in respect of any matters pertaining to the employment relationship.

PART B – Road Operations Employees

14 Application of Part

14.1.1 This part applies to permanent employees employed by the Company as Traffic Control Room Operators and Assistant Traffic Control Room Operators.

15 Working Hours and Wages

15.1.1 Full-time employees covered by this Part B work an average of 38 hours per week.

15.1.2 Full-time Traffic Control Room Operators and Assistant Traffic Control Room Operators will be paid an annual base salary no less than \$70,000, in compensation for all penalties for shift, weekend and public holidays worked throughout the year.

15.1.3 In addition to the actual base salary, and for work performed in excess of the Employee's ordinary hours, Full-time Traffic Control Room Operators and Assistant Traffic Control Room Operators will be paid:

- (a) time and a half for the first 120 hours of overtime in each 12 month period commencing 1 July; and
- (b) a penalty rate calculated in accordance with the Miscellaneous Award 2010 for any overtime thereafter.

15.1.4 Amounts payable under clause 15.1.3, will be calculated on the basis of the Employee's actual annual base salary.

PART C – Technology Employees – On-call Allowance and Call-out Payment

16 Application of Part

16.1.1 This part applies to Employees employed by the Company as Technology Employees.

16.1.2 All Employees entitled to allowances and payments set out in this part are subject to the Company's 'On-Call Entitlement Guideline', as amended from time to time, available on the Employer's intranet.

17 Allowances and Payments

17.1.1 The weekly on-call allowance is \$~~274.82~~~~54.59~~. This allowance will be increased at the dates and at the same percentages as the wage rate increases set out in clause 3.2.2.

17.1.2 This on-call allowance will be paid to each Employee who is rostered to be on-call for that particular week. On-call allowances shall not be paid to Employees during weeks that they are not rostered to be on-call, nor when they are on any type of leave (whether paid or unpaid).

17.1.3 A call-out payment will be paid for any work ~~performed~~~~done~~ outside of normal in-office support hours as determined by the Employee's people leader. The call-out payment shall be 150% of the Employee's base per-hour rate. Alternatively, Employees may choose to accrue time off in lieu instead of payment in accordance with clauses 3.4.7 and 3.4.8.

17.1.4 A two hour minimum call-out payment will apply only for call-outs that ~~have been actioned~~require work to be performed. Payment for travel time will be applicable to and from home in instances where an employee is required to travel on site to resolve an incident that cannot be resolved remotely and there is an immediate need to resolve the incident. Kilometres for this travel time shall be paid as per clause 3.12.

~~17.1.4~~17.1.5 Additional call-outs will not result in a new minimum call out period being applied when made during an existing call-out period of two hours.

~~A four hour minimum call out payment will apply when the Employee is required to go on site to resolve an incident that cannot be resolved remotely and there is an immediate need to resolve the incident. The four (4) hour minimum call-out payment includes the travel time and kilometres shall be paid as per clause 3.12.~~

PART D - Signatures

Signed for Queensland Motorways Management Pty Ltd by its authorised representative in the presence of:

Authorised Representative Signature

Witness Signature

Print Full Name

Print Name

Position / Person's Authority to Sign

The address of the authorised representative of Queensland Motorways Management Pty Ltd is: 7 Brandl Street, Eight Mile Plains in the State of Queensland.

Signed for the Employees by an employee bargaining representative in the presence of:

Employee Bargaining Representative Signature

Witness Signature

Print Full Name

Print Name

Position / Person's Authority to Sign

The address of the authorised representative of the Employees is:

Signed for and on behalf of the Australian, Municipal, Administrative and Clerical Services Union Queensland Together Branch by:

Authorised Representative Signature

Witness Signature

Print Full Name

Print Name

Position / Person's Authority to Sign

The address of The Australian, Municipal, Administrative and Clerical Services Union Queensland Together Branch is:

Signed for and on behalf of **The Australian Workers' Union** by:

Authorised Representative Signature

Witness Signature

Print Full Name

Print Name

Position / Person's Authority to Sign

The address of The Australian Workers' Union is:

Signed for **the Employees** by an employee bargaining representative in the presence of:

Employee Bargaining Representative Signature

Witness Signature

Print Full Name

Print Name

Position / Person's Authority to Sign

The address of the authorised representative of the Employees is: