



Qube Logistics
Western Sydney Intermodal Terminals
and the TWU Enterprise Agreement
2023

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Qube Logistics Sydney Western Intermodal Terminal Enterprise Agreement 2023

PART A

1. Title

1.1 This Agreement is the *Qube Logistics Western Sydney Intermodal Terminals and the TWU Enterprise Agreement 2023 (Agreement)*.

2. Application and Coverage of the Agreement

2.1 The persons covered by this Agreement are:

- (a) Qube; and
- (b) Employees employed by Qube at the following locations in New South Wales:
 - (i) Minto Intermodal Terminal;
 - (ii) Yennora Intermodal Terminal;
 - (iii) Moorebank Intermodal Terminal; and
 - (iv) any other future Western Sydney intermodal terminal operated by Qube.

2.2 This Agreement covers the parties identified in clause 2.1 above and the TWU.

2.3 The TWU will make application to be covered under section 183 of the FW Act in approval process.

3. Operation and Term

3.1 The Agreement is to take effect (7) days after the approval of the FWC.

3.2 The nominal expiry date of this Agreement will be 3 years from the date that the Agreement is approved by the FWC.

3.3 The parties agree to commence negotiations for a new enterprise agreement at least (3) months prior to the expiry date detailed in clause 3.2 above.

3.4 The delegates will not be financially disadvantaged for participating in negotiations.

4. Relationship to Parent Award and NES

4.1 Subject to clause 4.2, this Agreement incorporates the *Road Transport and Distribution Award 2020 (Award)*.

4.2 Where there is any inconsistency between any terms of the Award and this Agreement, the express provisions of this Agreement shall prevail to the extent of any inconsistency provided however that such Award provisions shall cease to apply only to the extent and for the period necessary to permit the operation of this Agreement.

4.3 The Agreement is to be read and interpreted in conjunction with the FW Act and the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of any inconsistency. This Agreement does not exclude, override, or reduce any conditions determined by the NES.

4.4 The parties acknowledge that this Agreement supersedes and replaces any other industrial instrument whether made or certified by an industrial tribunal.

5. Definitions

Award	means the <i>Road Transport and Distribution Award 2020</i> [MA000038].
Casual loading	an amount of 25% calculated and paid on the Rate of Pay to casual Employees. The casual loading is paid as compensation for paid annual leave, paid personal/carer's leave, paid community service leave, paid notice of termination, redundancy, and related entitlements normally reserved for full-time and part-time Employees.
Employee	means an employee of Qube engaged in the classifications set out at clause 20 of this Agreement at the sites specified at clause 2.1(b) of this Agreement.
FFPP	means first full pay period.
FW Act	means the <i>Fair Work Act 2009</i> (Cth).
FWC	means the Fair Work Commission.
Minto Intermodal Terminal	means the terminal located at 69 Stonny Batter Road, Minto NSW 2566
Moorebank Intermodal Terminal	means the terminal located at 400 Moorebank Avenue, Moorebank NSW 2170
NES	means the National Employment Standards as set out in the <i>Fair Work Act 2009</i> (Cth).
Qube	means Qube Logistics (SB) Pty Ltd (ACN 003 307 319) trading as Qube Logistics.
Qube Logistics Group	means Qube and each related body corporate (as that expression is defined in the <i>Corporations Act 2001</i> (Cth)).
Rate of Pay	means the rates set out in Part B of the Agreement which is payable for all ordinary time.
TWU	Transport Workers' Union of NSW Branch
Yennora Intermodal Terminal	means the terminal located at Cnr Pine & Loftus Road, Yennora NSW 2161

6. Commitment of the Parties

- 6.1 The parties to this Agreement will endeavour to provide an exceptional service to customers and a fulfilling workplace for Employees through:
- continually creating and improving efficiencies in all aspects of Qube's operations;
 - the Company endeavouring to provide job security and optimal utilisation of its Employees at all times;

- (c) ensuring that Qube's operations are managed efficiently and effectively;
- (d) providing the appropriate training to Employees to meet Qube needs in order to provide exceptional and efficient service to customers and to provide career paths for Employees;
- (e) a flexible and skilled workforce who take responsibility for their role within Qube and the work they perform;
- (f) applying the dispute resolution clause in the event of any dispute related to the application of the Agreement, the NES, or the relationship between Qube and an Employee;
- (g) working together and taking responsibility for providing and continually improving a safe and healthy workplace; and
- (h) continually improving trust and cooperation between the parties, through increased communication, information sharing, and consultation.

7. Safety Committee

- 7.1 Qube will continue to operate and support an occupational health and safety committee.
- 7.2 Meetings will be held monthly unless otherwise agreed between the parties.
- 7.3 Meetings will be held at Qube premises unless otherwise agreed between the parties.
- 7.4 The formation of the committee, the number of Employees for the committee, and its make-up will be in accordance with the *Work Health and Safety Act 2011* (NSW).

8. Contract of Employment

- 8.1 An Employee may be engaged as a full-time, part-time or casual Employee.
- 8.2 A full-time Employee is an Employee who is engaged as such and who works an average of 38 ordinary hours per week.
- 8.3 A part-time Employee is an Employee who is engaged as such and who works less than an average of 38 ordinary hours per week.
 - (a) Before commencing part-time employment, the part-time Employee and Qube must agree upon the hours to be worked by the part-time Employee, the days upon which they will be worked and the starting and finishing times for the work.
 - (b) The terms of the part-time work agreement, or any agreed variation to it, will be in writing and retained by Qube. A copy of the agreement and any variation to it will be provided to the Employee by Qube.
 - (c) Qube is required to pay a part-time Employee a minimum of 4 hours for each day they are engaged.

8.4 A casual Employee is an Employee who is defined as such under the NES. Casual Employees do not have stipulated ordinary hours of work. Casual Employees accept that Qube makes no advance commitment to continuing and indefinite work according to any agreed pattern of work for casual Employees.

- (a) Qube will, wherever practicable, notify a casual Employee if their services are not required the next working day.
- (b) The minimum engagement for a casual Employee is four hours each engagement.
- (c) Qube may engage casual Employees from time to time. There will be no obligation on Qube, or on the casual Employee to accept, any engagement. Qube does not guarantee that it will offer any engagements and the casual Employee should not expect to receive any engagements.
- (d) Each engagement represents a discrete period of employment. Each engagement will be governed by the terms and conditions of this Agreement.
- (e) Due to the nature of casual employment, a notice of termination does not apply.
- (f) A casual Employee shall not be entitled to any payment in respect of any absence from work.
- (g) A casual Employee's Ordinary Pay, expressed as an hourly rate, is set out in clause 22 of this Agreement.
- (h) Casual conversion will be in accordance with the FW Act.

8.5 Employee Duties

- (a) An Employee is required to carry out all duties as required by Qube within the Employee's recognised and required skills and capabilities. This may include moving from one section of the business to another.
- (b) Employees are required to be ready to commence work at the commencement time directed by Qube and work till the cessation time of the work period. Absence from work may be authorised in accordance with Qube's procedures.
- (c) It is the responsibility of each Employee to ensure that they maintain their relevant licences to enable them to perform the duties for which they are employed. Employees must advise Qube immediately of any change to the status of any such licence.
- (d) An Employee is required to undertake basic equipment pre-checks and minor servicing or repairs to make the workplace safe.
- (e) Employees are required to report all damage, accidents, incidents and near misses to management prior to the end of the shift that the damage/incident occurred.
- (f) Employees are to present in a manner which maintains the appropriate Qube image at all times. This includes but is not limited to the requirement to:
 - (i) wear maintain and keep uniforms clean;
 - (ii) drive in a safe and professional manner;
 - (iii) act in a manner to ensure timeliness of deliveries;

- (iv) recognise the need for security both on and off Qube premises and to participate as required;
- (v) keep details of container loads confidential;
- (vi) keep the allocated vehicle in clean condition inside and out; and
- (vii) maintain appropriate health and hygiene standard.

8.6 Policies

Employees are required to familiarise themselves and comply with any reasonable direction contained in Qube Logistics Group policies as made available to Employees from time to time. Qube Logistics Group policies are not incorporated into this Agreement.

8.7 Termination of employment

- (a) Employees may be terminated and give notice of termination in accordance with the provisions of this clause and the Award. The parties to the Agreement will not be prevented from providing a greater period of notice by the operation of this clause. This clause does not operate to affect Qube’s rights to dismiss an Employee for misconduct which would justify summary dismissal nor to affect the Employee’s lawful rights in such an event.
- (b) The required periods of notice are:

Period of continuous service	Required Period of Notice by Qube		Required Period of Notice by the Employee
	Under 45 Years of age	45 Years of age and over	
Not more than 1 year	1 week	1 week	1 week
More than 1 year but not more than 2 years	2 weeks	2 weeks	2 week
More than 2 years but not more than 3 years	2 weeks	3 weeks	2 weeks
More than 3 years but not more than 5 years	3 weeks	4 weeks	3 weeks
More than 5 years	4 weeks	5 weeks	4 weeks

- (c) Qube, will upon receipt of a request from an Employee where employment has been terminated, provide to the Employee a written statement specifying the period of his/her employment and the classification of the type of work performed by the Employee.

9. Classifications, Rates of Pay and Allowances

- 9.1 Employees shall be classified in accordance with the classification definitions set out in Part B of this Agreement.
- 9.2 Employees shall be paid in accordance with the Rates of Pay set out in Part B of this Agreement.

- 9.3 A casual Employee will be paid the Rate of Pay prescribed in Part B of this Agreement which is inclusive of the Casual Loading for ordinary hours.
- 9.4 Eligible Employees will receive applicable allowances in accordance with the Award.
- 9.5 An Employee required to work overtime for two hours or more must either be supplied with a meal by Qube or paid the amount specified for a meal allowance in clause 19.5(f)(i) of the Award for each meal required to be taken.
- 9.6 Employees will be provided with tea, coffee, sugar and milk in lunchroom.
- 9.7 Wages will be paid weekly by electronic funds transfer to the Employee's nominated bank account.
- 9.8 Increases to the Rates of Pay are set out in Part B of this Agreement.

10. Superannuation

- 10.1 Qube will make contributions to an eligible choice superannuation fund (complying fund) on behalf of Employees, in accordance with the provisions of the *Superannuation Guarantee (Administration) Act 1992* (Cth) as varied from time to time.
- 10.2 In the event that an Employee does not exercise their right to choose a superannuation fund or if they fail to do so within the prescribed time, Qube may make contributions on their behalf to the Employee's stapled fund or failing that to the nominated Qube Superannuation Fund.

11. Hours of Work

- 11.1 Ordinary hours of work shall be 8 hours per day worked Monday to Friday in accordance with the Award.
- (a) The ordinary hours of work are to be worked between 5.30 am and 6.30 pm.
- (b) The spread of ordinary hours may be altered by one hour at each end by agreement between the employer and the majority of employees concerned or between the employer and an individual employee.
- (c) Qube will offer an Employee commencing work at 04:00 a minimum of 10 hours work that day. If the Employee elects to finish work prior to completing 10 hours work, the Employee will only receive payment for the hours worked. In these circumstances, such time will be paid at ordinary time for the first 8 hours and overtime in accordance with the Award thereafter.
- (d) Employees will take breaks in accordance with the Award and relevant legislation providing however, that crib breaks taken in overtime and working on Saturday or Sunday will be unpaid.
- 11.2 Start & finish times
- (a) Qube may vary an Employee's start time and finish time by notification by 3:00pm the day prior to the day of requirement providing:
- (i) the Employee to whom the varied start and finish time is notified has volunteered to be placed on a list of Employees for this purpose; or
- (ii) in the case where there are not sufficient volunteers on this list of Employees to meet the needs of the business Qube may, at Qube's discretion, vary any Employee's start time in accordance with this clause, that is, by 3:00pm the day prior; and

- (iii) the varied start time must be between 6:00am and 8:00am (inclusive); and
 - (iv) the Employee to whom the varied start time applies shall be guaranteed 10 hours of work for the day to which the varied start time applies.
- (b) Nothing in this Agreement prevents Qube from varying an Employee's start and finish time in accordance with the Award in any circumstances and in such circumstances there will be no guaranteed hours of work except in accordance with the Award.

11.3 Rostered days off

- (a) After 19 days of ordinary time worked (Monday to Friday) an Employee will accumulate 1 rostered day off (7.6 hours).
- (b) An Employee may elect to take their rostered day off at a time directed by Qube within the 4 week cycle in which the day was accrued or to have the day paid out at the Rate of Pay prescribed in Part B of this Agreement.
- (c) If a rostered day off is not taken within the 4 week cycle in which it was accrued an Employee may take this day at a time agreed with Qube. Rostered days off shall accumulate to a maximum of 10 days.
- (d) Qube shall pay out accumulated RDO's down leaving a maximum of 4 accumulated days carried over. This shall occur in the first pay period of December each year.

12. Mealtimes and Breaks

12.1 General principles

- (a) An Employee shall be allowed a regular unpaid meal break of 30 minutes during the ordinary hours of work.
- (b) Employees shall take their meals at times which best suit the operations on each particular shift. The parties recognise that this may involve breaks being taken earlier or later than the regular meal break times. Qube will observe all Award and *Work Health and Safety Act 2011 (NSW)* requirements considering rest meal breaks.
- (c) Qube may ask the Employee to take their meal break or rest period at any time, but the Company and the Employee/s must ensure they meet all the Government legislations that may assist in continuous productivity. Employees working away from the depot should not return to the depot for any paid or unpaid break unless required to do so or where it would be more practical to do so.

12.2 Overtime meal break

An Employee is entitled to an additional 20 minute crib break when working 10 hours or more in accordance with the Award.

13. Leave and public holidays

13.1 Annual Leave

- (a) Employees shall be entitled to annual leave accrued in accordance with the NES.

- (b) Annual leave is paid at the Rate of Pay plus a loading of 25% leave loading, subject to annual leave being taken at mutually agreed times and provided that sufficient Employees are maintained to meet operational requirements.

13.2 Personal/carer's leave

- (a) Personal leave shall be accrued and taken in accordance with the NES.
- (b) Subject to the remainder of this clause, an Employee is not required to provide suitable documentary evidence for the taking of personal/carer's leave if the absence taken is one of the first three single day absences in each year (based on an Employee's anniversary date).
- (c) An Employee is required to provide suitable documentary evidence for the taking of personal/carer's leave for example, a medical certificate, for the taking of personal/carer's leave as follows:
 - (i) any single day absence in any year after the first three single day absences for that year;
 - (ii) any absence of two or more days; and
 - (iii) any absence, single or multiple days, taken before or subsequent to any other period of leave, public holidays and weekends.
- (d) The appropriate absence leave form must be completed upon return to work.
- (e) Notification
 - (i) The Employee shall, where practicable, notify their supervisor as soon as possible prior to the commencement of their absence and indicate the expected duration of the absence.

13.3 Compassionate leave

Employees shall be entitled to compassionate leave in accordance with the NES.

13.4 Public holidays

- (a) Employees shall be entitled to public holidays in accordance with the NES.

13.5 Parental Leave

Employees shall be entitled to parental leave in accordance with the NES.

13.6 Community Service Leave

- (a) Employees are eligible for Community Service Leave in accordance with the NES.
- (b) An Employee may also request to be absent from work for the purposes of giving blood.
- (c) Qube shall not unreasonably refuse such a request for absence and an Employee may access their accruals of annual leave and long service leave for this purpose or by agreement Qube may provide leave without pay.
- (d) Qube may refuse a leave of absence in accordance with this clause on the basis of operational needs.

13.7 Long Service Leave

Long Service Leave shall be accrued and taken in accordance with the *Long Service Leave Act 1955 (NSW)*.

13.8 Family & Domestic Violence Leave

Employees shall be entitled to family and domestic violence leave in accordance with the NES.

14. **Training**

14.1 Qube will provide training having regard to:

- (a) the current and future needs of Qube;
- (b) the need to develop skills relevant to Qube's requirements through courses conducted by appropriate educational institutions, training providers and internal instructors;
- (c) training may be undertaken either on or off the job, provided that if the training is undertaken during ordinary working hours the Employee concerned shall not suffer any loss of pay;
- (d) any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available from Qube) incurred in connection with the undertaking of training, shall be reimbursed by Qube upon production of evidence of such expenditure. Reimbursement of fees may be made at the completion of the prescribed course or annually, whichever is the earlier, subject to reports of attendance at such courses; and
- (e) travel costs incurred by an Employee undertaking training in accordance with this clause which exceed those normally incurred in traveling to and from work shall be reimbursed by Qube. Employees will not be entitled to traveling time.

14.2 All training will be in accordance with operational requirements taking into account future needs, new technology and a need to maintain and increase skills and job satisfaction.

15. **Settlement of Disputes Procedure**

15.1 Any dispute or grievance that arises at the workplace between an Employee(s) and Qube about this Agreement, the Award or the NES must be dealt with in the following manner:

- (a) The matter must first be discussed by the aggrieved Employee(s) directly with his or her or their immediate supervisor.
- (b) If the matter remains in dispute, it must next be discussed with the supervisor's immediate superior or another representative of Qube appointed for the purpose of this procedure. The Employee is entitled to be accompanied by a representative of their choice. In the event that the TWU is the nominated representative, the TWU delegate for the worksite has the right to attend and participate in this discussion.
- (c) If the matter remains in dispute, it must next be discussed with the relevant manager of Qube. The relevant TWU State Secretary (or his/her nominee) has the right to attend at and participate in this discussion as the representative of an Employee provided that the relevant TWU State Secretary is the representative of the Employee's choice.

- (d) If the matter remains in dispute, it must next be submitted to FWC for conciliation. For this purpose, it is agreed that the action FWC may take includes:
- (i) arranging conferences of the parties or their representatives at which FWC is present; and
 - (ii) arranging for the parties or their representatives to confer among themselves as conferences at which FWC is not present.
- (e) If the matter is not resolved in conciliation conducted by FWC, the parties agree that FWC shall proceed to arbitrate the dispute. In relation to such arbitration, the parties agree that:
- (i) The FWC may give all such directions and do all such things as are necessary for the just resolution of the dispute. FWC may exercise its statutory powers of conciliation, arbitration and declaratory relief, in relation to the dispute, including all related procedural powers such as those in relation to hearings, witnesses, evidence and submissions.
 - (ii) Before making a determination FWC will give the parties an opportunity to be heard formally on the matter(s) in dispute.
 - (iii) In making its determination FWC will only have regard to the materials, including witness evidence, and submissions put before it at the hearing and will disregard any admissions, concessions, offers or claims made in conciliation.
- (f) The decision of FWC will be binding on the parties subject to the following agreed matters:
- (i) There shall be a right of appeal to a Full Bench of FWC against the decision, which must be exercised within 21 days of the decision being issued or within such further time as the Full Bench may allow.
 - (ii) The appeal will be conducted in accordance with the legal principles applying to an appeal in the strict sense.
 - (iii) The Full Bench shall have the power to stay the decision pending the hearing and determination of the appeal.
 - (iv) The decision of the Full Bench in the appeal will be binding upon the parties.

15.2 Until the matter is resolved by agreement, conciliation or arbitration, work will continue as normal or as directed provided there are no imminent safety risks. No party is to be prejudiced as to the final settlement by the continuance of work in accordance with this procedure.

15.3 The parties must co-operate to ensure that these procedures are carried out expeditiously. The parties undertake to resolve any disputes in a timely manner in accordance with the Disputes Procedure.

15.4 Nothing in this Agreement is intended to affect a party's ability to make an application to an industrial tribunal over actual or threatened industrial action.

16. Redundancy

16.1 In addition to the period of notice prescribed in clause 8.7(b), an Employee (other than a casual Employee) whose employment is terminated by reason of redundancy will be entitled to the following redundancy payment in respect of a continuous period of service:

(a) If an Employee is under 45 years of age – the following:

Years of Service	Under 45 Years of Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

(b) Where an Employee is 45 years old or over – the following:

Years of Service	45 Years of Age and Over Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

16.2 An Employee shall not be entitled to redundancy payments under this Agreement and Qube shall not be liable for such payments:

- (a) where Qube obtains other acceptable employment for the Employee within the Qube Logistics Group (whether or not the Employee accepts the offer of acceptable employment); or
- (b) if the Employee accepts an alternative position (including within the Qube Logistics Group) on lesser terms and conditions.

16.3 Any redundancy payment under clause **Error! Reference source not found.** will be in satisfaction of any obligation to make a redundancy payment under the NES.

16.4 "Week's pay" means the relevant Rate of Pay for the Employee's classification set out in the table at clause 20 of Part B.

16.5 To minimise the impact of redundancy on affected Employees Qube may:

- (a) retain Employees with skills required in order to operate effectively in the future;
- (b) redeploy Employees to other sites within the business;
- (c) offer voluntary redundancy to other Employees as long as the skills required to operate effectively are retained; and
- (d) if all other options have been exhausted redundancy shall occur on a last on first off basis.

16.6 The Company, when assessing Employees and the criteria in clause 16.5 when reviewing voluntary redundancy applicants referred in clause 16.5(c), the Company will at all times have the final decision as to the acceptance of applicants for voluntary redundancy under this clause. Qube prior to making the final decision and throughout the process will consult with the Employee nominated representative.

17. Union Representation

17.1 Qube shall ensure that each TWU delegate:

- (a) is treated fairly and is able to perform their role as TWU delegate or workplace representative without any discrimination or victimisation;
- (b) is recognised by Qube as speaking on behalf of the TWU members in the workplace;
- (c) is able to bargain collectively on behalf of TWU members in the workplace, provided the TWU is the Employee's bargaining representative;
- (d) can consult members on matters affecting TWU members;
- (e) can place TWU information on a notice board in a prominent location in the workplace;
- (f) Employees covered by this Agreement that are financial members of the TWU shall be paid an additional day's pay in the pay week that Easter Saturday falls. Qube will process the payment after satisfactory evidence from the TWU of financial membership has been presented.
- (g) A TWU delegate is entitled to apply for two days leave to attend TWU annual delegates' conferences. Qube reserves the right to decline leave for Delegates conferences based on its operational requirements at the time.

17.2 The TWU may apply for further training days additional to the 2 days provided in clause 17.1(g) and Qube will consider each application based on its merits and the operational requirements at the time.

17.3 Nothing in this Agreement provides the TWU with a right to enter premises which is contrary to section 194(f) or 194(g) of the FW Act and, as part of this:

- (a) the TWU's right to enter premises for the purposes of investigating contraventions or suspected contraventions of the Act or an industrial instrument; and
- (b) the TWU's right to enter premises for the purposes of discussions with Employees are subject to the restrictions in Part 3-4 of the FW Act.

17.4 Qube does not endorse the attendance of its Employees at any union rally or protest whilst attending delegate conferences.

18. Consultation Term

18.1 This term applies if Qube:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise 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.

Major change

18.2 For a major change referred to in paragraph 18.1(a):

- (a) Qube must notify the relevant Employees of the decision to introduce the major change; and
- (b) subclauses 18.3 to 18.9 apply.

18.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

18.4 If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (b) the Employee or Employees advise Qube of the identity of the representative;
- Qube must recognise the representative.

18.5 As soon as practicable after making its decision, Qube must:

- (a) discuss with the relevant Employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on Employees; and
 - (iii) measures Qube is taking to avert or mitigate the adverse effect of the change on Employees; and
- (b) for the purposes of the discussion – provide, in writing, to the relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on Employees; and
 - (iii) any other matters likely to affect Employees.

18.6 However, Qube is not required to disclose confidential or commercially sensitive information to the relevant Employees.

18.7 Qube must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

18.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Qube, the requirements set out in 18.2(a) and subclauses 18.3 and 18.5 are taken not to apply.

18.9 In this term, a major change is likely to have a significant effect on Employees if it results in:

- (a) the termination of the employment of Employees; or
- (b) major change to the composition, operation or size of Qube's workforce or to the skills required of Employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

- (d) the alteration of hours of work; or
- (e) the need to retrain Employees; or
- (f) the need to relocate Employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

18.10 For a change referred to in paragraph 18.1(b):

- (a) Qube must notify the relevant Employees of the proposed change; and
- (b) subclauses 18.11 to 18.15 apply.

18.11 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

18.12 If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- (b) the Employee or Employees advise Qube of the identity of the representative;
Qube must recognise the representative.

18.13 As soon as practicable after proposing to introduce the change, Qube must:

- (a) discuss with the relevant Employees the introduction of the change; and
- (b) for the purposes of the discussion – provide to the relevant Employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what Qube reasonably believes will be the effects of the change on Employees; and
 - (iii) information about any other matters that Qube reasonably believes are likely to affect Employees; and
- (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

18.14 However, Qube is not required to disclose confidential or commercially sensitive information to the relevant Employees.

18.15 Qube must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

18.16 In this term:

Relevant Employees means Employees who may be affected by a change referred to in subclause 18.1.

19. Flexibility Term

19.1 Qube 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 agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed.
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
- (b) the arrangement meets the genuine needs of Qube and an Employee in relation to 1 or more of the matters mentioned in paragraph 19.1(a); and
- (c) the arrangement is genuinely agreed to by Qube and Employee.

19.2 Qube must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the FW Act; and
- (b) are not unlawful terms under section 194 of the FW Act; and
- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

19.3 Qube must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of Qube and Employee; and
- (c) is signed by Qube and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
 - (i) the terms of the Agreement that 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.

19.4 Qube must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

19.5 Qube or the Employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or

(b) if Qube and Employee agree in writing – at any time.

Qube Logistics Sydney Western Intermodal Terminal Enterprise Agreement 2023

PART B – CLASSIFICATIONS & WAGE RATES

20. Classifications

- 20.1 **Grade 1 Empty Container Operator:** Driver of a forklift with a lifting capacity in excess of five tonnes and up to and including 10 tonnes stacking container up to 7 high.
- 20.2 **Grade 2 Full Container Operator:** Driver of a Forklift with a lifting capacity over 34 Tonnes.
- 20.3 **Grade 3 Reach Stacker Operator:** Driver of a Mobile crane with a lifting capacity in excess of 25 tonnes and up to 50 tonnes.

21. Rate of Pay –Permanent Employees

21.1 Rate of Pay (weekly)

Classification	Rate immediately prior to the Commencement Date	FFPP on or after commencement date (4% increase)	FFPP on or after 1st anniversary date (4% increase)	FFPP on or after 2nd anniversary date (4% increase)
Grade 1	\$ 1,206.16	\$1,254.41	\$1,304.58	\$1,356.77
Grade 2	\$ 1,249.14	\$1,299.11	\$1,351.07	\$1,405.11
Grade 3	\$ 1,337.96	\$1,391.48	\$1,447.14	\$1,505.02

21.2 Rate of Pay (hourly)

Classification	Rate immediately prior to the Commencement Date	FFPP on or after commencement (4% increase)	FFPP on or after 1st anniversary date (4% increase)	FFPP on or after 2nd anniversary date (4% increase)
Grade 1	\$31.73	\$33.00	\$34.32	\$35.69
Grade 2	\$32.86	\$34.17	\$35.54	\$36.96
Grade 3	\$35.19	\$36.60	\$38.06	\$39.58

A leading hand allowance will be paid to an Employee recognised by the company as a leading hand. The rate will be paid in accordance with clause 19.3(c) the Award.

22. Rate of Pay – Casual Employees

Classification	Rate immediately prior to the Commencement Date	FFPP on or after commencement date and 4% increase	FFPP on or after 1st anniversary date and 4% increase	FFPP on or after 2nd anniversary date and 4% increase
Grade 1	\$39.66	\$41.25	\$42.90	\$44.61
Grade 2	\$41.08	\$42.72	\$44.43	\$46.20
Grade 3	\$43.99	\$45.75	\$47.58	\$49.48

NOTE

These rates include a casual loading and a loading in lieu of annual leave, sick and other entitlements not applicable to casual employees under the award.

Qube Logistics Sydney Western Intermodal Terminal Enterprise Agreement 2023

SIGNATORIES

This Agreement has been signed on the 20th day of Nov 2023

SIGNED FOR AND ON BEHALF OF
Qube Logistics (SB) Pty Ltd Trading as Qube Logistics

Signature: [Signature]

Name: Steve Ellen

Occupation: Qube Logistics

Explanation of authority to sign: Comp Manager, Industrial Relations

Address: 45 Clarence Street, Sydney NSW

This Agreement has been signed on the 28 day of Nov 2023

By Leah Stapleton of 127, 45 Clarence St, Sydney NSW
Name Address

Signature: [Signature]

For and on behalf of the Employees

This Agreement has been signed on the 27th day of NOV 2023

By MICHAEL HEDGECOCK of 50 SMALLS RD, GRASBURY
Name Address

Signature: [Signature]

Explanation of authority to sign: REACHSTACKER GRADE 3

For and on behalf of the Transport Workers' Union NSW Branch

This agreement has been signed on the _____ day of _____ 2023

By _____ of _____

Name

Address

Signature:

Explanation of authority to sign:

For and on behalf of the Transport Workers' Union of Australia.

Qube Logistics Sydney Western Intermodal Terminal Enterprise Agreement 2023