

# **Workplace Health and Safety Undertaking**

*Workplace Health and Safety Act 1995*

**Undertaking to the Chief Executive, Department of Industrial Relations  
given for the purposes of Section 42 of the *Workplace Health and Safety  
Act 1995***

**by**

**Queensland Rail**

**ABN 47 564 947 264**

## **Background**

1. Queensland Rail ("QR") is a government owned statutory corporation that provides rail transportation and associated services. It has provided rail transportation for more than 100 years. It has more than 12,500 full time staff and more than 200 part time staff.

## **Incident**

2. [REDACTED] IS 42 is employed as a Train Driver within Service Strategy and Traincrewing Section of QR's Passenger Services Group operating the Citytrain fleet in the Brisbane Metropolitan area.
3. On 1 August 2004, [REDACTED] IS 42 suffered an [REDACTED] IS 42 inguinal hernia when uncoupling EMU carriages using the pull handle of one of the carriage couplers at the Caboolture Stabling Yard. [REDACTED] IS 42 consequently required surgical repair of the injury. This occurred on November 4 2004.

## **Acknowledgment**

4. Workplace Health and Safety Queensland have alleged that QR has contravened Section 24 of the Workplace Health & Safety Act 1995 (Qld) (the "Act"). QR considers the allegation is very serious and has conducted its own investigations both into the incident and the measures required to ensure there is no repetition of the incident.

### **Alleged Contravention**

5. An inspector duly authorised under the Act has made a complaint that QR contravened section 24 of the Act by failing to discharge an obligation imposed on it under section 28(1) of the Act of ensuring the workplace health and safety of each of its workers at work.

### **Statement Of Regret**

6. QR acknowledges that the nature of the incident was serious and regrets that the incident occurred. QR expresses its sympathy to [REDACTED] IS 42 for the injury he sustained as a result of the incident.

### **Commitment To Cease Alleged Contravention**

7. QR is committed to compliance with its obligations under the Act.

### **Commitment Not To Commence Behaviour That May Lead To Contravention**

8. QR is also committed to not commence any behaviour which may result in a failure to discharge its obligations contrary to section 24 of the Act.

### **Terms Of The Undertaking**

#### **AUDITS**

9. Within six months of the acceptance of this enforceable undertaking, QR will engage an auditor to conduct an audit of the OHS management system using a third party OHS auditor certified by JAS-ANZ or a similar certification body.
10. The audit shall cover all Passenger Services Group activities at the following
  - Bowen Hills Depot (Head Office located at 69 Mayne Road Bowen Hills) and
  - Caboolture Stabling Yard (Operational Depot Cnr Hayes Road and Railway Parade Caboolture) addressing the criterion contained in AS/NZ 4801:2001 Occupational Health and Safety Management System – *Specification with guidance for use*. (Refer to Appendix A)
11. The auditor will provide a copy of the auditor's report direct to QR and to the General Manager, Workplace Health and Safety Queensland, Department of Industrial Relations within 30 days of conducting the audit.
12. Within 30 days of receiving the auditor's report, QR will advise the General Manager, Workplace Health and Safety Queensland of the actions that are intended to be taken in relation to the recommendations contained in the audit report.

13. Within six months of receiving the audit reports, QR will fully implement all of the recommendations resulting from the OHS management systems audits, unless exempted by the chief executive of the Department of Industrial Relations as being unreasonable.
14. The audit and reporting requirements at clauses 9, 10, 11, 12 and 13 shall be repeated 12 months after acceptance of this enforceable undertaking, then again 24 months after acceptance of this undertaking.
15. The costs associated with the three OHS management systems audits above will be approximately \$13,000.

### **Modifications**

16. Until QR makes mechanical modifications to its suburban passenger train couplers to eliminate, on a long term basis, the need for QR workers to use the pull handles of the couplers in carrying out their normal duties:
  - a. Maintenance fitters will be rostered to all depots to mechanically open/close couplers that otherwise would have to be uncoupled using the pull handle. This is to ensure the units can be split without using the pull handle.
  - b. Preparation crews will check the retention/condition of "Do Not Use" tags affixed to the pull handles of suburban passenger units as part of their pre-check of those units.
17. Within 3 years of the acceptance of this enforceable undertaking, QR will install a series of raised platforms in the Mayne Yard and other train stabling yards across the Citytrain Network to assist drivers and other personnel accessing the stabled units, minimising risk of strains associated with this manual task. The costs associated with the implementation of these modifications will approximately be \$ 1,533,000. (Refer to Appendix B)

### **Community Benefits**

18. Within one month of acceptance of the enforceable undertaking, QR will contribute \$30,000 to a University/ suitable research group for the completion of research that is aligned with the Passenger Services Group Prevention and Management of Trauma Strategy. (Refer to Appendix C).

### **Industry Benefits**

19. Within one month of the acceptance of this enforceable undertaking, QR will notify (by email alert) interstate rail operators (listed in Appendix D) of the incident and will notify them of its measures to prevent a similar incident. Costs associated with this proposed industry benefit will be approximately \$500.

20. The modifications referred to in paragraphs 16 and 17.

**Compliance With Terms Of Undertaking**

21. QR will engage a third party OHS auditor certified by JAS-ANZ or a similar certification body, to review compliance with this enforceable undertaking at six monthly intervals throughout the term of the undertaking. An audit report is to be provided to the Chief Risk Officer and to the General Manager, Workplace Health and Safety Queensland, within 30 days of the compliance audit being completed.

22. The first compliance audit under clause 21 will commence eight months after acceptance of this enforceable undertaking, then at six monthly intervals until all requirements of the enforceable undertaking have been completed and reported.

23. Costs associated with monitoring the enforceable undertaking will be approximately \$3,000.

**Costs**

24. QR will pay departmental costs as follows:

- a) Investigation Costs in the amount of \$2,500 representing the reasonable investigation costs arising out of the incident.
- b) Consideration costs of \$800 .
- c) Monitoring costs of \$1,335 representing costs to the department in monitoring this undertaking
- d) Costs of \$1,400 being the costs to the Department in publishing the Notice of Acceptance.

**The total amount of \$6,035 will be due for payment 30 days after receipt of the department's invoice.**

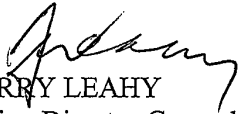
**APPROXIMATE VALUE OF THE UNDERTAKING IS \$1,585,535**

**Dated at Brisbane this [REDACTED] day of [REDACTED] 2007**

[REDACTED]  
.....  
**Bob Scheuber**  
**Chief Executive Officer**  
**QR**

Dated at Brisbane this 24<sup>th</sup> day of January 2007

ACCEPTED BY THE CHIEF EXECUTIVE  
DEPARTMENT OF EMPLOYMENT AND  
INDUSTRIAL RELATIONS PURSUANT TO  
SECTION 42E OF THE *WORKPLACE HEALTH  
AND SAFETY ACT 1995*

  
BARRY LEAHY  
Acting Director General  
Department of Employment and Industrial Relations