



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Australia Western Railroad Pty Ltd T/A Aurizon
(AG2022/4614)

AURIZON BULK (WESTERN AUSTRALIA) RAIL OPERATIONS ENTERPRISE AGREEMENT 2022

Rail industry

DEPUTY PRESIDENT EASTON

SYDNEY, 2 DECEMBER 2022

Application for approval of the Aurizon Bulk (Western Australia) Rail Operations Enterprise Agreement 2022.

[1] Australia Western Railroad Pty Ltd T/A Aurizon (**the Employer**) has made an application for the approval of the *Aurizon Bulk (Western Australia) Rail Operations Enterprise Agreement 2022* (**the Agreement**). The application was made under s.185 of the *Fair Work Act 2009* (**the Act**). The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings, a copy of which are attached as Annexure A to this decision. The undertakings can be accepted under s.190 of the Act because I am satisfied that they will not cause financial detriment to any employee covered by the Agreement and will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement pursuant to s.191 of the Act.

[3] Subject to the Employer's undertakings, I am satisfied that each relevant requirement in sections 186, 187, 188 and 190 of the Act has been met.

[4] I note that Clause 9.24 – Casual Conversation and Clauses 43.5 and 43.8 – Public Holidays are potentially inconsistent with the National Employment Standards (NES). Noting the undertaking provided by the Employer, I am satisfied that clauses 2 and 3 in the undertaking are more beneficial than the terms in the NES.

[5] The Australian Rail, Tram and Bus Industry Union (**RTBU**) was a bargaining representative for the Agreement and has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the RTBU.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 9 December 2022. The nominal expiry date of the Agreement is 9 December 2024.



DEPUTY PRESIDENT

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Annexure A



IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2022/4614

Applicant:

Australia Western Railroad Pty Ltd T/A Aurizon

Written undertaking under section 190 of the *Fair Work Act 2009* (Cth)

Aurizon Bulk (Western Australia) Rail Operations Enterprise Agreement 2022

Dear Registrar

Australia Western Railroad Pty Ltd T/A Aurizon (**Aurizon**) hereby undertakes the following in relation to the *Aurizon Bulk (Western Australia) Rail Operations Enterprise Agreement 2022* (the **Agreement**):

1. Right to request casual conversion

- (a) For the purposes of subclause 9.24 of the Agreement, a regular casual employee also includes a casual employee who:
 - 1) has been employed for 12 months and in the preceding period of 6 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee (as the case may be) under the provisions of the Agreement; and
 - 2) has not, at any time during the preceding period of 6 months, refused an offer of casual conversion; and
 - 3) has not, at any time during the preceding period of 6 months, been given notice of reasonable grounds not to be offered casual conversion or been refused a request for casual conversion on reasonable grounds.
- (b) For the purposes of subclause 9.25 of the Agreement, a regular casual employee who has worked equivalent full-time hours over the preceding period of 6 months' casual employment may request to have their employment converted to full-time employment.
- (c) For the purposes of subclause 9.26 of the Agreement, a regular casual employee who has worked less than equivalent full-time hours over the

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preceding period of 6 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.

2. Payment for work on a public holiday

If the total amount an employee is entitled to for work a public holiday is less under subclause 43.5 of the Agreement than they would have received if they were employed under the terms of the *Rail Industry Award 2020 (Award)*, in the next pay cycle, Aurizon will pay the employee any difference between the amount payable under subclause 43.5 and the amount they would have received for work on the public holiday under the terms of the Award.

3. Public holiday not worked

If a full-time employee is rostered to work more than eight (8) ordinary hours of work on a public holiday and does not work that public holiday, that employee will receive a guaranteed payment of 80 ordinary hours for that particular fortnight in accordance with clause 20.5 of the Agreement, regardless of whether only eight (8) ordinary hours of work is allocated to the employee's guaranteed hours in accordance with clause 43.8 of the Agreement.

Date signed:	29 November 2022
For and on behalf of Australia Western Railroad Pty Ltd by: [In accordance with s.190(5) of the FW Act]	Michael J Bourke
Signature:	

**AURIZON BULK
(WESTERN AUSTRALIA)
RAIL OPERATIONS
ENTERPRISE AGREEMENT 2022**

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

PART 1 - THIS AGREEMENT AND ITS OPERATION

1. CONTENTS

PART 1 -	<u>THIS AGREEMENT AND ITS OPERATION</u>	<u>2</u>
1.	CONTENTS	2
2.	TITLE	4
3.	APPLICATION	4
4.	INTERACTION WITH OTHER AWARDS AND AGREEMENTS	4
5.	TERM OF AGREEMENT	4
6.	DEFINITIONS AND INTERPRETATIONS.....	4
PART 2 -	<u>CONTRACT OF EMPLOYMENT</u>	<u>6</u>
7.	CONDITIONS OF EMPLOYMENT	6
8.	TRAINING COSTS	6
9.	FORMS OF EMPLOYMENT	7
10.	INDIVIDUAL FLEXIBILITY ARRANGEMENT	10
11.	TERMINATION OF EMPLOYMENT	11
12.	REDUNDANCY	11
13.	EMPLOYEE TRANSFERS	13
14.	DISCIPLINARY MATTERS	15
15.	RAIL SAFETY ACCREDITATION, LICENCES & QUALIFICATIONS	15
16.	HEALTH ASSESSMENTS.....	16
17.	STAND DOWN	16
18.	OPERATIONAL MAINTAINER CLASSIFICATION LEVELS.....	17
PART 3 -	<u>WORKING ARRANGEMENTS</u>	<u>18</u>
19.	RAIL OPERATIONS WORKING HOURS	18
20.	GENERAL WORKING ARRANGEMENTS	22
PART 4 -	<u>REMUNERATION AND OTHER PAYMENTS</u>	<u>24</u>
21.	RATES OF PAY.....	24
22.	SATURDAY & SUNDAY PAYMENT.....	24
23.	SHIFT WORK PAYMENTS	24
24.	ADDITIONAL HOURS.....	25
25.	ROSTERED DAY OFF – OTHER THAN TRAIN CREW	26
26.	ADDITIONAL RESPONSIBILITIES.....	26
27.	WORK BASED ALLOWANCES & PAYMENTS	26
28.	EXPENSES	28
29.	DISTRICT ALLOWANCE	31
30.	PAYMENT OF REMUNERATION.....	31
31.	RECOVERY OF OVERPAYMENT	32
32.	SALARY PACKAGING	32
33.	SUPERANNUATION	32

PART 5 - LEAVE	33
34. ANNUAL LEAVE	33
35. LONG SERVICE LEAVE	34
36. PERSONAL LEAVE	35
37. UNPAID CARER'S LEAVE	36
38. COMPASSIONATE LEAVE.....	37
39. TRAUMA LEAVE.....	37
40. PARENTAL LEAVE.....	38
41. LAW COURT ATTENDANCE.....	38
42. DEFENCE FORCE RESERVES AND EMERGENCY SERVICES	38
43. PUBLIC HOLIDAYS.....	39
44. LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE	40
PART 6 - CONSULTATION AND DISPUTE RESOLUTION	41
45. WORKPLACE REPRESENTATIVES	41
46. CONSULTATION.....	41
47. RESOLVING DIFFERENCES	43
PART 7 - MISCELLANEOUS	45
48. SPECIFIC PROVISIONS FOR FORMER WAGRC EMPLOYEES	45
49. PRESERVATION OF REDUNDANCY ENTITLEMENTS FOR CERTAIN EMPLOYEES.....	46
50. PROMOTION	46
51. UNION DELEGATES.....	46
52. LOCOMOTIVE IN-CAB TRAIN SAFETY RECORDINGS	46
53. SIGNATORIES.....	48
APPENDICES	
APPENDIX 1 – CLASSIFICATION INDICATIVE DUTIES and REQUIREMENTS	49
APPENDIX 2 – ACCOMMODATION MINIMUM STANDARDS	53
APPENDIX 3 – TRAIN CREW ROSTERING PRINCIPLES	56
APPENDIX 4 - DOO SHIFT LENGTHS	62
APPENDIX 5 - RELAY WORKING	63
ATTACHMENTS	
ATTACHMENT A – RESOLVING DIFFERENCES NOTIFICATION FORM	A1

2. TITLE

This Agreement shall be known as the Aurizon Bulk (Western Australia) Rail Operations Enterprise Agreement 2022.

3. APPLICATION

This Agreement applies to Aurizon and its employees employed at locations in Western Australia below latitude 26 degrees South and who are engaged in any of the classifications set out in clause 21, *Rates of Pay* of this Agreement; and

The Australian Rail Tram and Bus Industry Union (subject to that organisation notifying the Fair Work Commission that it seeks to be covered by this Agreement and the Fair Work Commission approving this Agreement).

4. INTERACTION WITH OTHER AWARDS AND AGREEMENTS

- 4.1 Other than where expressly provided for in this Agreement, this Agreement operates to the exclusion of any award or agreement which might otherwise apply to Aurizon and its employees covered by this Agreement.
- 4.2 This Agreement will be read and interpreted in conjunction with 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 the inconsistency.

5. TERM OF AGREEMENT

This Agreement will commence to operate seven days after it is approved by the Fair Work Commission. The nominal expiry date of this Agreement is the second anniversary of the day on which this Agreement commenced to operate.

6. DEFINITIONS AND INTERPRETATIONS

In these terms and conditions, unless the context otherwise requires, the following expressions shall have the following meanings:

- a) **“Act”** means the *Fair Work Act 2009 (Cth)*.
- b) **“Agreement”** means the *Aurizon Bulk (Western Australia) Rail Operations Enterprise Agreement 2022*.
- c) **“Aurizon”** means Australia Western Railroad Pty Ltd (ACN 094 792 275)
- d) **“Distributed Power Technology”** means technology that allows for the physical distribution throughout the length of a train of separate motive power (locomotive) groups controlled from the lead locomotive. Such groups may be single units or multiple consists.
- e) **“Driver Only Operation” (DOO)** occurs where a driver is the only person to have sole responsibility for the control, operation and procedures of a locomotive or locomotives, or train. Driver only operation does not occur where a two driver operation shift has, as part of the shift, one driver working on the ground.
- f) **“employee”** means an employee of Aurizon covered by this agreement.
- g) **“home depot”** means the employee’s appointed operational base or, where the employee is working away from home on temporary or term transfer, the employee’s temporary operational base.
- h) **“ordinary hours”** for a full time employee means an average of 40 hours per week (consisting of 38 hours and 2 reasonable additional hours) averaged over a roster cycle.
- i) **“ordinary rate of pay”** means the rate of pay for the employee’s classification as provided for in clause 21, *Rates of Pay*, plus:

- i. for employees who receive an annualised shift work payment as provided in clause 23, *Shift Work Payments*, that payment.
- ii. for employees in receipt of a casual loading as provided in subclause 9.20, *Casual Employment*, that loading.
- j) **“Remote Control Shunting” (RCS)** is the operation of a locomotive from a location remote from the locomotive without a driver in the locomotive cab.
- k) **“roster cycle”** means a designated period over which work is arranged and ordinary hours are averaged.
- l) **“shift worker” for the purposes of the National Employment Standards (NES)** means an employee whose ordinary hours of work are systematically rostered throughout the 24 hours of the day and / or the 7 days of the week.
- m) **“stand alone”** means not included in the calculation of ordinary hours or in the payment for ordinary hours.

PART 2 - CONTRACT OF EMPLOYMENT

7. CONDITIONS OF EMPLOYMENT

- 7.1 The parties to whom this Agreement applies recognise that employees are obliged to follow the lawful and reasonable directions of Aurizon.
- 7.2 Within the limits of their skills, competence and training, employees shall undertake their duties as directed and use any tools and equipment as required for the efficient performance of those duties. Employees recognise the need to be flexible in the performance of their duties and may be required to perform a wider range of duties including work which is incidental or peripheral to their primary function. Aurizon commits not to promote deskilling through requiring this degree of flexibility.
- 7.3 Employees are required to do all things reasonably necessary to attain and maintain the required levels of skill, competence, health and fitness to perform their work in a safe, efficient and productive manner.
- 7.4 Locomotive Drivers will operate locomotives in any required configuration including, but not limited to, single or multiple locomotives as well as operating locomotives using Distributed Power Technology.

8. TRAINING COSTS

- 8.1 This clause applies to:
 - 8.1.1 employees who commence training in relation to the positions of Trainee Locomotive Driver and Advanced Trainee Locomotive Driver; and
 - 8.1.2 employees who commence employment with Aurizon and who are qualified to drive locomotives but require additional training in order to drive locomotives for Aurizon.
- 8.2 This clause does not apply to employees of Aurizon employed as Operational Maintainers prior to 21 December 2011 who undertake the training referred to in subclause 8.1 above.
- 8.3 Where training will be provided to an employee, the employee may be required to sign a deed that provides for the employee to repay the cost of the training if the employment is terminated for a cause within the employee's control.
- 8.4 The deed will:
 - 8.4.1 specify the cost of the training; and
 - 8.4.2 provide that Aurizon may deduct, from any amount payable to the employee, any amount owing to Aurizon under the deed.
- 8.5 By signing the deed, the employee will authorise any deduction by Aurizon (from any amount payable to the employee) of any amount owing under the deed.
- 8.6 The amount payable by the employee to Aurizon under the deed:
 - 8.6.1 must not be unreasonable in the circumstances; and
 - 8.6.2 must not exceed the percentage of the training cost determined in accordance with the following table:

Period from training to termination	% of training cost repayable
Termination within 6 months after the completion of the training	75%
Termination more than 6 months but not more than 18 months after the completion of the training	50%

Termination more than 18 months but not more than 24 months after the completion of the training	25%
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9. FORMS OF EMPLOYMENT

General Principles and Provisions

- 9.1 Employees shall be engaged in permanent employment, or in defined term employment, on a full time or part time basis, or in casual employment. An employee's category of employment may be changed by written agreement between the employee and Aurizon.

Probationary Employment

- 9.2 New employees will be subject to a probationary period under the following conditions:
- 9.2.1 There shall be a probationary period of employment of up to 6 months for all new employees excluding casual employees. An initial probationary period of less than 6 months may be extended by written agreement between Aurizon and the employee provided that the total probationary period does not exceed 6 months. The period of probationary employment will be commensurate with the requirements of the position and the experience of the employee and will be specified in the written offer of employment.
- 9.2.2 On commencing employment and throughout the probationary period, probationary employees will be advised, as appropriate, of the performance standards required and will undergo regular performance reviews. If, during the probationary period, an employee is not performing to the standard required, Aurizon shall discuss Aurizon's concerns about the employee's performance with the employee and Aurizon shall give the employee support and opportunity to improve the employee's performance.
- 9.2.3 During the probationary period, the employee's employment may be terminated by either the employee or Aurizon providing one week's written notice, or in the case of termination by Aurizon, one week's payment in lieu of notice. Aurizon may agree to waive the notice period required of the employee.

Full-Time Employment

- 9.3 A full-time employee is an employee engaged to work an average of 40 ordinary hours per week averaged over the roster cycle.

Part Time Employment

- 9.4 A part time employee is an employee engaged to work agreed hours, which are fewer than full time hours.
- 9.5 The arrangement of hours of a part time employee shall be agreed in writing between Aurizon and the employee and may be varied by further written agreement.
- 9.6 A part time employee may be required to work additional hours beyond the agreed hours. In such cases, the employee shall be paid for the additional hours in accordance with clause 24, *Additional Hours*.
- 9.7 A part time employee shall not be entitled to Rostered Days Off except where the employee is rostered for the equivalent of full-time hours in a roster cycle.
- 9.8 A part time employee shall be paid the hourly rate of pay and allowances applicable to the classification the employee is engaged in.

Job Share

- 9.9 A job share arrangement is where a full-time position is filled, on a shared basis by two or more employees. These arrangements will be subject to operational requirements and will be as agreed by Aurizon and the participating employees and set out in the written offers of employment.
- 9.10 In the event that the employment of one of the participants in a job share arrangement is terminated (either by Aurizon or by the employee), or where the job share arrangement is not consistent with Aurizon's operational requirements, Aurizon may terminate the job share arrangement by giving the relevant employee(s) 28 days' notice in writing. Termination of the job share arrangement may include termination of the employment of the employee participants.
- 9.11 Where a job share arrangement is terminated under subclause 9.10 above Aurizon shall, where available, offer the employee(s) suitable alternative employment.

Defined Term Employment

- 9.12 An employee may be engaged on a full time or part time basis for a defined term for purposes including project work, peak or short-term additional workload, unplanned absences, etc. The term of employment shall be agreed between Aurizon and the employee in writing.
- 9.13 There is no obligation upon Aurizon to offer ongoing employment beyond the agreed term. A further term may be offered continuous with the previous term without changing the temporary nature of the employment arrangement. Any such further term shall be agreed in writing between Aurizon and the employee.
- 9.14 Except as otherwise provided in this Agreement, a defined term employee shall be entitled to the same terms and conditions in this Agreement as a permanent employee occupying the same position.
- 9.15 Aurizon may terminate the employment of a defined term employee at any time during the term of employment in accordance with clause 11, *Termination of Employment*

Permanent Employment

- 9.16 A permanent employee is one engaged on a continuing basis and whose employment may be terminated by Aurizon or by the employee in accordance with clause 11, *Termination of Employment*.

Casual Employment

- 9.17 Casual employees shall be employed and paid by the hour and each separate period of employment shall be arranged by mutual agreement between Aurizon and the employee.
- 9.18 There shall be no obligation upon Aurizon to provide or guarantee ongoing employment to a casual employee beyond each separate and agreed period of employment.
- 9.19 Aurizon or the employee may terminate the casual employment by providing a minimum of one hour's notice or payment of one hour's pay in lieu of such notice.
- 9.20 Casual employees shall be paid at the hourly rate of pay in subclause 21.1, *Rates of Pay*, for the classification they are engaged in, plus a loading of 25%.
- 9.21 The casual loading is paid instead of annual leave, paid personal leave, severance payments and the other entitlements and benefits arising out of permanent employment.
- 9.22 Payment of overtime, penalties and allowances for casual employees shall be in accordance with the respective provisions applicable to the classification the employee is engaged in.

Right to request casual conversion

- 9.23 A person engaged as a regular casual employee may request that their employment be converted to full-time or part-time employment.

- 9.24 A regular casual employee is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this Agreement.
- 9.25 A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- 9.26 A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- 9.27 Any request under paragraphs 9.25 or 9.26 above must be in writing and provided to Aurizon.
- 9.28 Where a regular casual employee seeks to convert to full-time or part-time employment, Aurizon may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- 9.29 Reasonable grounds for refusal include that:
- 9.29.1 it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this Agreement – that is, the casual employee is not truly a regular casual employee as defined in paragraph 9.24;
- 9.29.2 it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
- 9.29.3 it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months;
or
- 9.29.4 it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- 9.30 For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- 9.31 Where Aurizon refuses a regular casual employee's request to convert, Aurizon must provide the casual employee with the Aurizon's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept Aurizon's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 47, *Resolving Differences*.
- 9.32 Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, Aurizon and the employee must discuss and record in writing:
- 9.32.1 the form of employment to which the employee will convert – that is, full-time or part-time employment; and
- 9.32.2 if it is agreed that the employee will become a part-time employee, the agreed hours to be worked in accordance with subclause 9.5 above.
- 9.33 The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- 9.34 Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of Aurizon.

- 9.35 A casual employee will not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- 9.36 Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits Aurizon to require a regular casual employee to so convert.
- 9.37 Nothing in this clause requires Aurizon to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.

Requests for flexible working arrangements

- 9.38 Requests by employees for flexible working arrangements, including requests made under s65 of the Act, will be dealt with under Aurizon's Flexible Work Procedure as amended from time to time.
- 9.39 In the event that the provisions in Aurizon's Flexible Work Procedure fall below the corresponding provisions in the Rail Industry Award 2020, the Award provisions will apply.

10. INDIVIDUAL FLEXIBILITY ARRANGEMENT

- 10.1 Notwithstanding any other provision of this Agreement, Aurizon and an individual employee may agree to vary the application of certain terms of this Agreement ('the flexibility arrangement') to meet the genuine needs of the employee and Aurizon, provided that the flexibility arrangement:
- 10.1.1 is genuinely agreed to by Aurizon and the individual employee without coercion or duress; and,
 - 10.1.2 only varies a term or terms prescribed in subclause 10.3 below; and
 - 10.1.3 does not disadvantage the individual employee in relation to the individual employee's terms and conditions of employment and results in the employee being better off overall than the employee would be if no flexibility arrangement were made.
- 10.2 Aurizon must ensure that any individual flexibility arrangement:
- 10.2.1 is about matters that would be permitted matters if the arrangement were an enterprise agreement; and,
 - 10.2.2 does not include a term that would be an unlawful term if the arrangement were an enterprise agreement.
- 10.3 The terms of this Agreement that may be varied by a flexibility arrangement include:
- 10.3.1 arrangements about when work is performed;
 - 10.3.2 rates for additional hours;
 - 10.3.3 penalty rates;
 - 10.3.4 allowances.
- 10.4 For the flexibility arrangement to come into operation, it must:
- 10.4.1 be provided within 14 days to the employee in writing, name the parties to the agreement and be signed by Aurizon and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - 10.4.2 state each term of this Agreement that Aurizon and the individual employee have agreed to vary;
 - 10.4.3 detail how the application of each term has been varied by the flexibility arrangement between Aurizon and the individual employee;

- 10.4.4 detail how the flexibility arrangement results in the employee being better off overall in relation to the individual employee’s terms and conditions of employment;
- 10.4.5 state how the flexibility arrangement can be terminated; and
- 10.4.6 state the date the flexibility arrangement commences.
- 10.5 Aurizon will give the individual employee a copy of the flexibility arrangement and keep the flexibility arrangement as a time and wages record.
- 10.6 The flexibility arrangement may be terminated:
 - 10.6.1 by Aurizon or the individual employee giving 28 days’ notice of termination, in writing, to the other party; or
 - 10.6.2 at any time, by written agreement between Aurizon and the individual employee.

11. TERMINATION OF EMPLOYMENT

Termination by Aurizon

- 11.1 Termination of an employee’s employment may occur by Aurizon giving the employee four weeks’ notice, or payment of four weeks’ pay in lieu of notice. Notice of termination shall be given in writing.
- 11.2 In addition to the notice in subclause 11.1 above, employees over 45 years of age and with not less than two years continuous service at the time of the giving of the notice are entitled to an additional week’s notice or payment in lieu.
- 11.3 Nothing in this Agreement affects Aurizon’s rights to dismiss an employee at any time without notice for conduct that justifies summary dismissal. If an employee is dismissed on this basis, the employee will be entitled to be paid for work only up to the time of dismissal.

Termination by the Employee

- 11.4 An employee may resign from employment by giving Aurizon four weeks’ notice in writing.
- 11.5 Where agreed between Aurizon and the employee, a shorter period of notice may be given without forfeiture of pay.

Exceptions

- 11.6 Where this Agreement provides for different notice of termination to be provided in particular circumstances such notice will be provided in lieu of the notice specified in this clause.

Return of Property

- 11.7 Upon termination of employment, the employee must return all property belonging to Aurizon, which is held by or under the control of the employee.

12. REDUNDANCY

- 12.1 Redundancy occurs where Aurizon decides that Aurizon no longer wishes the job an employee has been doing to be done by anyone because of changes in the operational requirements of Aurizon’s enterprise.
- 12.2 Employees who have their employment terminated due to redundancy shall be entitled to notice in accordance with clause 11, *Termination of Employment*, and the following amount of severance pay in respect of a period of continuous service:

Period of Continuous Service	Severance Pay
------------------------------	---------------

Less than 1 year	3 weeks' pay
1 year and less than 2 years	4 weeks' pay
2 years and over	3 weeks' pay for each completed year of continuous service

For example – An employee with 5 years continuous service is entitled to 15 weeks' severance pay.

12.2.1 For the purposes of this subclause "continuous service" means continuous service with Aurizon.

12.2.2 Severance pay is calculated on the employee's ordinary rate of pay.

12.2.3 The maximum amount payable under this subclause 12.2 shall be 52 weeks' pay.

Note: The calculation of notice and severance pay for employees employed by Aurizon before the commencement of this Agreement is set out in clause 48, Specific Provisions for Former WAGRC Employees (if applicable) and clause 49, Preservation of Redundancy Entitlements for Certain Employees.

12.3 Where positions covered by this Agreement are made redundant, the following options are available to Aurizon to manage such redundancies.

12.3.1 An employee may be redeployed to a suitable alternative position, provided such a position exists within Aurizon or its related entities. An employee who is redeployed must undertake any necessary training or competency development.

12.3.2 Aurizon may examine opportunities for voluntary redundancies by calling for expressions of interest. Aurizon shall be under no obligation to offer voluntary redundancy to any employee who expresses interest in such a redundancy.

12.3.3 Aurizon may apply involuntary redundancies where it is satisfied that other alternatives have been exhausted or are inappropriate to the particular circumstances. If multiple involuntary redundancies in the same classification and location are proposed, employees shall be selected based on Aurizon's operational requirements.

12.4 In the event of a transfer of business where:

12.4.1 the employee is offered a position with the new employer (regardless of whether the employee accepts such employment); and,

12.4.2 that offer of employment is considered on an overall basis to be no less favourable than the employee's terms and conditions of employment immediately before the transfer (or termination if the employee does not accept the offer); and,

12.4.3 the new employer recognises the employee's service with Aurizon,

the employee shall not be entitled to the severance payments prescribed by this clause.

12.5 Where there is no transfer of business and Aurizon is successful in providing an employee with suitable alternative employment, Aurizon will not be obliged to pay the employee the severance payments prescribed by this clause and may apply to the Fair Work Commission to reduce the amount of redundancy pay otherwise payable under the NES.

12.6 Employees whose positions become redundant shall be provided with access to applicable counselling services and reasonable paid leave for attendance at these support services.

12.7 This clause shall not apply to a casual employee, or an employee employed for a defined term as provided in subclause 9.12, *Defined Term Employment*.

13. EMPLOYEE TRANSFERS

Permanent Transfers – Aurizon Initiated

- 13.1 Where Aurizon requires an employee to transfer permanently from one depot to another Aurizon will consult with the employee and, where requested by the employee, the employee's nominated representative.
- 13.2 In considering the transfer Aurizon will give appropriate consideration to the employee's needs and circumstances, which includes the employee's family responsibilities, and domestic commitments, as well as Aurizon's organisational requirements.
- 13.3 Where an employee is transferred under subclause 13.1 above the employee shall have priority for selection in the event that the employee's position again becomes available at the employee's former home depot. Where more than one employee would have priority for a position under this subclause, selection between such employees shall be based on merit.
- 13.4 Where an employee's transfer is not as a result of a position becoming redundant and the parties cannot agree on the manner in which the permanent transfer is to occur, then the issue shall be dealt with in accordance with clause 47, *Resolving Differences*.

Expressions of Interest

- 13.5 Where opportunities for transfers to fill permanent or temporary vacancies arise (excluding those circumstances covered in subclauses 13.6, *Transfer to Selected Locations – Waiting List*, 13.10 - 13.11, *Permanent Transfer – Employee Initiated* and 13.12 - 13.13, *Cross Transfer*), Aurizon will seek volunteers by calling for expressions of interest from employees.

Transfer to Selected Locations – Waiting List

- 13.6 Employees with more than 2 years' continuous service at their appointed home depot can nominate to transfer to any other Aurizon depot in the metropolitan or regional areas of Western Australia. Employees can register their interest to be placed on the Selected Locations Waiting List and transfer to their selected location when an opportunity arises.

Term Transfer

- 13.7 Employees may be transferred under a Term Transfer arrangement. This occurs where an employee agrees to transfer to another location to meet Aurizon's requirements for a fixed term of greater than six weeks and up to two years.
- 13.8 An employee agreeing to transfer under these terms shall:
- 13.8.1 be guaranteed a return to their original home depot (or other agreed location), within their classification at the end of the agreed term; and,
- 13.8.2 be provided with any other agreed additional support required.

Relocation Assistance

- 13.9 In relation to subclauses 13.1 - 13.8 above, where an employee is transferred and the transfer necessitates a change of the employee's residence, the employee will be provided with relocation assistance. This assistance includes reasonable costs incurred in relation to meals, accommodation, travel and removalist expenses, a relocation allowance for the employee and dependants, as well as financial assistance with the sale of the employee's existing residence and purchase of a new residence.

Permanent Transfer – Employee Initiated

- 13.10 Employees may apply to transfer from one location to another irrespective of whether a vacancy exists or not. In considering the request for transfer, Aurizon will give appropriate consideration to Aurizon's requirements as well as any relevant issues raised by the employee to support the request.

- 13.11 Where Aurizon approves the transfer, it will be at the employee's own expense and in their own time. Any working time lost to transfer may be debited either against the employee's accrued annual or long service leave or be treated as leave without pay.

Cross Transfer between Aurizon Locations

- 13.12 Employees may apply to cross transfer between Aurizon locations. In considering the request for transfer, Aurizon will give appropriate consideration to the Aurizon's requirements as well as any relevant issues raised by the employees to support their request.
- 13.13 Where Aurizon approves the cross transfer, it will be at the employee's own expense and in their own time. Any working time lost to a cross transfer can be debited either against the employee's accrued annual or long service leave or be treated as leave without pay.

Temporary Transfer

- 13.14 An employee may be required to transfer temporarily to another depot for a period of up to four weeks. This period of transfer may be increased by a period of up to five weeks by agreement between the employee and Aurizon.
- 13.15 The process for temporary transfers involves:
- 13.15.1 In the first instance Aurizon calling for volunteers through expressions of interest.
 - 13.15.2 All volunteers equitably sharing in the requirement to work on temporary transfer.
 - 13.15.3 Where there are no volunteers, or insufficient volunteers, then all full-time employees will share the requirement to work away from their home depot on a fair and equal basis.
 - 13.15.4 Should an employee refuse a temporary transfer request then Aurizon may require the employee to provide evidence that would satisfy a reasonable person, of the reasonableness of the employee's refusal of the transfer. In determining whether the temporary transfer is reasonable or unreasonable, the employee's personal circumstances, including family responsibilities must be taken into consideration. Where no satisfactory evidence is provided, or where the employee's refusal is not shown to be reasonable, Aurizon may require the employee to undertake the temporary transfer.
 - 13.15.5 A minimum of seven days' notice of temporary transfer shall be provided unless a shorter period of notice is agreed to by the employee.
 - 13.15.6 Aurizon will provide the employee with appropriate accommodation, as provided for in Appendix 2, *Accommodation Minimum Standards*, and the appropriate expenses shall be paid from the time the employee signs on at the employee's home depot at the beginning of the transfer period, to the time the employee signs off at the employee's home depot at the end of the transfer period as per clause 28, *Expenses*.
 - 13.15.7 The time taken to travel to the temporary transfer location shall be deemed working time for the roster period in which it occurs.
 - 13.15.8 Aurizon shall provide transport to and from the temporary transfer location where the employee indicates an inability to use his/her own transport.
 - 13.15.9 The employee shall be compensated for use of his/her own vehicle to travel to and from the temporary transfer location in accordance with clause 28, *Expenses*.
 - 13.15.10 Expenses shall be paid for the entirety of the transfer arrangement, inclusive of days off and approved leave, except where the employee clears approved leave for a period exceeding 4 days.

14. DISCIPLINARY MATTERS

- 14.1 Employee disciplinary matters will be managed in accordance with Aurizon's Managing Unacceptable Conduct Procedure. Aurizon may vary or add to its policies from time to time.
- 14.2 The following principles underpin this Procedure:
 - 14.2.1 employees will be treated in a manner that is fair, consistent, equitable and respectful.
 - 14.2.2 employees will be afforded both procedural and substantive fairness.
 - 14.2.3 where unacceptable conduct is alleged, the information gathering, and decision-making process will be undertaken in an appropriate, impartial and timely manner.
 - 14.2.4 employees may be accompanied by a support person at any stage of the process.
 - 14.2.5 employees may access confidential counselling support at any stage of the process.

15. RAIL SAFETY ACCREDITATION, LICENCES & QUALIFICATIONS

- 15.1 Employees engaged in Rail Safety Work are required to be accredited, obtain and hold relevant qualifications and satisfy medical standards.
- 15.2 Both Aurizon and its employees are required to abide by all legislative requirements that impact on their employment conditions.

Loss of Permit, Licence or Qualification – Employee Options

- 15.3 Subject to subclause 15.4 below, in the event an employee loses the employee's permit, licence or qualification and is unable to carry out their normal duties as a result, the employee will:
 - 15.3.1 take unpaid leave; and/or
 - 15.3.2 clear accrued paid leave, subject to meeting evidentiary requirements for such leave; and/or
 - 15.3.3 undertake suitable alternative employment, if available, which may result in a reduction in position, classification and pay,until the employee can successfully regain the necessary permit, licence or qualification.
- 15.4 In circumstances where the loss of the permit, licence or qualification is:
 - 15.4.1 permanent; or
 - 15.4.2 likely to extend beyond six months; or,
 - 15.4.3 where there are no suitable positions to which the employee can be temporarily placed,

Aurizon and the employee shall discuss alternative work arrangements, but this will not limit Aurizon's right to terminate the employee's employment in accordance with this Agreement.

- 15.5 Where an employee is determined to be unfit for duty (as outlined in paragraph 16.1.2 or 16.1.6 *Health Assessments*, below) and the employee undertakes alternative employment which would result in a reduction in the employee's ordinary rate of pay, the employee's substantive ordinary rate of pay will be maintained for a period of up to twelve months while undertaking such alternative employment.
- 15.6 Where Aurizon's investigation into a rail safeworking incident finds that a qualified employee, who as part of the incident was responsible for the supervision and provision of training of a trainee, is not at fault, Aurizon will maintain the qualified employee's rate of pay for a period of up to six months in the event the qualified employee's permit is removed by the Rail Infrastructure Manager for that particular incident.

16. HEALTH ASSESSMENTS

- 16.1 In line with the National Health Assessment Standards for Rail Safety Workers, an employee is required to undertake a Health Assessment to determine whether the employee is either:
- 16.1.1 Fit for Duty Unconditional
 - 16.1.2 Temporarily Unfit for Duty
 - 16.1.3 Fit for Duty Conditional
 - 16.1.4 Fit for Duty Subject to Review
 - 16.1.5 Fit for Duty Subject to Job Modification
 - 16.1.6 Permanently Unfit for Duty
- 16.2 Aurizon will pay cost of the health assessment up to the point that a determination is made, including the assessment itself, rostered time to attend and incidental travel associated with the assessment.
- 16.3 Where an employee is provisionally classified as Fit for Duty Subject to Review or Temporarily Unfit as an intermediate step in the making of a determination, Aurizon will pay for the cost of further medical testing only in respect of new, or suspected new, medical conditions. Aurizon will not pay the cost of investigation of existing, known medical conditions.
- 16.4 Where testing in accordance with 16.3 above reveals no new condition which impacts on the employee's assessment, the employee will be reimbursed any leave taken solely as a consequence of the provisional classification.
- 16.5 The above provisions do not exclude any obligations arising under Workers' Compensation legislation where applicable.

17. STAND DOWN

- 17.1 Aurizon may stand down an employee without pay for any period during which the employee cannot be usefully employed for one of the following reasons:
- 17.1.1 Industrial action (other than industrial action organised or engaged in by the employer).
 - 17.1.2 A breakdown of machinery or equipment, if the employer cannot reasonably be held responsible for the breakdown.
 - 17.1.3 A stoppage of work for any cause for which the employer cannot reasonably be held responsible.
- 17.2 As soon as practicable and prior to any definite decision to stand down employees employed under this Agreement, Aurizon shall consult with the relevant employees and, where requested by the employees, their nominated representatives, about the reasons for and the expected duration of the stand down. Such consultation shall involve examining opportunities for other useful work including any required training and re-accreditations or other strategies to reduce the impact of the stand down on employees.
- 17.3 Each employee to be stood down shall be provided with written notice at least 24 hours in advance of the stand down and such notice shall include the commencement date of the stand down, the reason for the stand down and the expected duration. The notice shall also include advice of the employee's right to seek alternative employment during the stand down period or to terminate his/her employment without the provision of notice as usually required under the terms of subclauses 11.4 and 11.5, *Termination of Employment*.
- 17.4 Employees stood down may elect to have a stand down period treated as paid annual or long service leave where they have adequate accruals of such paid leave.

- 17.5 Any period for which an employee is not paid due to the operation of this clause will count as service for the accrual of leave to which the employee would otherwise be entitled under this Agreement, provided that the employee resumes work:
- 17.5.1 as required by Aurizon at the end of the stand down period; or
- 17.5.2 if the employee has gained alternative employment and the employee is required to serve out a notice period with the other employer, at the end of that notice period.
- 17.6 An employee who has been stood down is entitled to payment for any public holiday occurring during the period of stand down.

18. OPERATIONAL MAINTAINER CLASSIFICATION LEVELS

- 18.1 Upon the commencement of this Agreement, the Operational Maintainer classification levels will be consolidated from six to four levels:
- 18.1.1 Operational Maintainer level 1 will remain unchanged.
- 18.1.2 Employees classified Operational Maintainer level 3 the day before commencement of the Agreement will transition to level 2 once their training is completed.
- 18.1.3 Employees classified Operational Maintainer level 4 the day before commencement of the Agreement will be deemed level 2.
- 18.1.4 Employees classified Operational Maintainer level 5 the day before commencement of the Agreement will be deemed level 3.
- 18.1.5 Employees classified Operational Maintainer level 6 the day before commencement of the Agreement will be deemed level 4.
- 18.2 Subject to subclause 18.3, for the purposes of remuneration, refer to clause 21 *Rates of pay*.
- 18.3 Employees classified Operational Maintainer level 3 the day before commencement of the Agreement will be remunerated at an annual rate of \$75 389.54 from 1 July 2022 until their classification to Operational Maintainer Level 2.
- 18.4 Upon commencement of the Agreement, Operational Maintainer Level 4 employees will be required to successfully complete the Statement of Attainment for relevant units in Training & Assessment within a reasonable timeframe.

PART 3 - WORKING ARRANGEMENTS

19. RAIL OPERATIONS WORKING HOURS

The working hours arrangements for employees shall be as follows:

- 19.1 The ordinary hours of work shall be worked in shifts arranged, at Aurizon’s discretion, over the roster cycle. Ordinary shifts and additional shifts may be worked over any of the 24 hours of the day and any day of the week, Sunday to Saturday inclusive.
- 19.2 Subject to 19.3, generally the working hours arrangements for employees shall be as follows:
 - 19.2.1 The length of the roster cycle shall usually be two weeks in duration but may be increased to a maximum of 4 weeks in accordance with the following:
 - a) Increases in the roster cycle length shall be subject to Aurizon’s approval based on the suitability of the proposed cycle length to the operations of the depot; and
 - b) The implementation of a change to the roster cycle length, following Aurizon’s approval in principle, shall then be subject to majority support by the employees working on that roster.
- 19.3 Following Aurizon’s approval in principle, and subject to majority support by the employees at a Depot by Depot Roster Group, the roster cycle length may increase beyond 4 weeks to a minimum of 320 Ordinary Hours over an 8-week cycle to a maximum of 640 Ordinary Hours over a 16-week cycle. Where such agreement is reached either for an 8 week or 16-week cycle, additional hours will be calculated and paid at the end of each 4-week period of the roster cycle subject to subclause 20.5 Guaranteed hours.

Rostered Shift Lengths – Train Crew

- 19.4 Rostered shift lengths will be as follows:
 - 19.4.1 Subject to paragraph 19.4.2 the minimum shift length for rostered shifts shall be:
 - a) eight hours for all shifts including DOO shifts;
 - 19.4.2 For attendance at meetings, health assessments, training courses and non-operational activities, the minimum rostered shift length shall be four hours.
 - 19.4.3 Employees may be rostered for shifts, other than DOO shifts, of up to twelve hours.
 - 19.4.4 Train crew maximum rostered shift lengths will be as follows:

Train Crew Configuration	Rostered Shift Length from sign on to sign off
A qualified Locomotive Driver must hold a Cert IV Train Driving TLI 42621 (The TLI number may be amended from time to time).	
Two qualified Locomotive Drivers with full road knowledge:	12 hours
Tutor Driver with full road knowledge and qualified Locomotive Driver with or without road knowledge:	12 hours
Tutor Driver and Advanced Trainee:	12 hours
A qualified Locomotive Driver with knowledge of the road and Advanced Trainee:	10 hours
Driver Only Operations: -	See Appendix 4
Tutor Driver and a Drivers’ Assistant	10 Hours
A qualified Locomotive Driver with knowledge of the road and Driver’s Assistant	10 hours

19.4.5 Shift lengths for train crew learning roads may be in the following configurations:

Configuration	Rostered Shift Length
Route Tutor and a qualified Locomotive Driver without road knowledge	12 Hours
As a third person on a train with qualified Locomotive Driver with knowledge of the road / a qualified Locomotive Driver with knowledge of the road	12 hours
A qualified Locomotive Driver with knowledge of the road working with a qualified Locomotive Driver without knowledge of the road:	10 hours

Rostered Shift Lengths - Employees other than train crew

- 19.5 Call outs may be less than four hours however, a minimum payment of four hours shall apply for call outs.
- 19.6 For attendance at meetings, health assessments, training courses and non-operational activities, the minimum rostered shift length shall be four hours.
- 19.7 Employees may be rostered for shifts, of up to twelve hours.

Extension of Rostered Hours

- 19.8 Subject to subclause 19.9 below employees may be required to work additional hours beyond the rostered hours due to operational requirements.
- 19.9 An employee may refuse to work additional hours beyond rostered hours for a shift on a specific occasion due to circumstances where the requirement to work those additional hours would be unreasonable having regard to:
 - 19.9.1 any risk to the employee’s health and safety;
 - 19.9.2 the employee's personal circumstances including any family or carer responsibilities;
 - 19.9.3 the needs of the workplace or Aurizon;
 - 19.9.4 the notice (if any) given by Aurizon of the requirement to work those additional hours and by the employee of his / her intention to refuse; and
 - 19.9.5 any other relevant matter.
- 19.10 In the case of an emergency:
 - 19.10.1 employees may be required to work shifts (other than DOO shifts) up to a maximum of 14 hours; and,
 - 19.10.2 the working of shifts beyond 12 hours up to the maximum 14 hours shall be subject to an employee’s indication of the employee’s fitness to continue and an employee may decline to undertake safeworking duties after having been on duty for 12 hours.
- 19.11 “Emergency” for the purposes of subclauses 19.8 – 19.10 above means an emergency due to an actual or imminent occurrence (such as fire, flood, storm, earthquake, explosion, accident, epidemic or warlike action) which endangers, or threatens to endanger, the safety of persons or destroys or damages, or threatens to destroy or damage property.

Maximum Hours and Shifts

- 19.12 Employees may be rostered up to a maximum of 48 hours per week (inclusive of ordinary and additional hours) averaged over the roster cycle; however, employees may work more than the maximum rostered hours if requested and the employee is prepared to do so.
- 19.13 The maximum number of hours in a fortnightly roster cycle that an employee may work is 120 hours.

- 19.14 The maximum number of ordinary shifts shall be an average of five shifts per week averaged over the roster cycle.
- 19.15 An employee may not be required to work more than 12 shifts in a two-week roster cycle.
- 19.16 An employee is entitled to a minimum break of 36 hours after the employee has worked 7 consecutive shifts of any duration or four consecutive shifts of 10 hours or more. "Consecutive shifts" are shifts where the break between shifts is less than 30 hours.

Train Crew Rest Periods

- 19.17 Train Crew are entitled to minimum rostered rest periods between shifts as follows:

At the employee's home location -	12 hours	
At a book off location, following a shift length:	Of up to 10 hours -	8 hours
	Between 10 and 12 hours -	10 hours

- 19.18 A rest period of at least 12 hours shall be provided following any shift exceeding 12 hours.
- 19.19 Subject to satisfying fatigue management requirements train crew may be requested to resume work for their next rostered shift up to one hour earlier than the minimum rostered rest period where circumstances require and the employee is prepared to do so.

Other than Train Crew Rest Periods

- 19.20 Employees, other than train crew, are entitled to a minimum rostered rest period between shifts of 12 hours at the employees' home location.
- 19.21 Employees, other than train crew, may be called out to attend to an emergency without having had the minimum rostered rest periods. In this subclause "emergency" has the same meaning as in subclause 19.11 above.
- 19.22 Where an employee has attended a callout, without having the minimum rostered rest period:
 - 19.22.1 the employee shall be entitled to a minimum rest period of 10 hours before being required to commence the employee's next period of work; and
 - 19.22.2 the employee will not lose ordinary pay and will not be required to work additional time as a result of being provided the above rest period, resulting from a call out.
- 19.23 For the purpose of the provision of time off between shifts in accordance with this clause, the period off duty shall be calculated from the time the employee is released from duty and the released from duty time shall include any time the employee is driving or travelling in an Aurizon vehicle at the end of a period of work.

Meal Breaks

- 19.24 On any shift that exceeds five hours employees shall be entitled to take meals as follows:
 - 19.24.1 Train crew
 - a) Where a train is operated by two qualified drivers (includes Tutor Drivers) the meal will be taken by rotating driving duties without stopping the train for the purpose of taking a meal;
 - b) Where a train is operated by other than two qualified drivers, meals will be taken during:
 - i) Operational delays such as train crossings;
 - ii) During breaks in loading / unloading operations
 - iii) During loading / unloading where the train crew is not in control of the movement of the train;

- iv) any other reasonable time, and at any location, determined by either the employee or the Aurizon.

19.24.2 All other employees

- i) Employees shall be entitled to a paid break of 30 minutes to be taken at a time determined by Aurizon and commencing before the end of the fifth hour of the shift; and on shifts more than 10 hours a further paid break of 10 minutes or
- ii) By agreement between the employee and Aurizon a paid break may be taken at any time during the shift.

19.25 In all cases the timing of breaks will be such as to cause least disruption to operations.

Shift Cancelled

19.26 Where an employee:

19.26.1 is advised less than 2 hours before commencing work that the employee is not required for work; or

19.26.2 is unable to be contacted and reports for work and is advised within 30 minutes of reporting for work that the employee is not required for work,

the employee will be paid a stand-alone payment of 2 hours' pay at the employee's ordinary rate of pay.

19.27 Aurizon will record the attempts made to contact the employee prior to the commencement of the employee's rostered shift.

19.28 Where an employee is rostered for work and given at least 2 hours' notice before the employee's rostered commencing time that the employee is not required for work, the employee shall not be entitled to the payment.

19.29 Where an employee has been at work for more than 30 minutes the employee will be deemed to have commenced the shift and will be paid for the rostered shift.

Roster Notification

19.30 Prior to commencement of this Agreement and subject to a majority support of Depot employees, each Depot or each depot Roster group must either opt in or opt out of a nominated Call time system. Employees working at Depots or a depot Roster group which opt into a call time system must nominate their individual call time prior to the Agreement commencing.

19.31 The call time is the time period specified by each employee for the purpose of receiving notification of their start time of their next shift.

19.32 The nominated call time of an employee shall be between 30 minutes and two hours. Subject to Aurizon's approval, an employee may request a longer call time in consideration of personal circumstances including reasonable travel time to the work location.

Call Time System

19.33 Aurizon will implement a system on a 24-hour basis, for the purpose of receiving audible notification of the start time of their shift (call time). This system may be replaced by future automated notification technology.

19.34 The system will have a feature where employees must acknowledge the notification of their rostered workings at their call time.

19.35 Subject to subclause 19.30, once a system is implemented, there will be no opt out option.

Alteration to sign on times

- 19.36 More than 12 hours before the sign on time of a rostered shift, Aurizon may alter the sign on time.
- 19.37 Less than 12 hours before the sign on time of a rostered shift, Aurizon may on one occasion, bring forward the sign on time of the shift by up to 2 hours.
- 19.38 Less than 12 hours before the sign on time of a rostered shift, Aurizon may on one occasion, defer the sign on time of the shift by up to 3 hours.
- 19.39 By agreement between Aurizon and the affected employee, sign on times of shifts may be altered outside the parameters in subclauses 19.37 and 19.38 above.
- 19.40 Employees with a specified call time will take reasonable measures to ensure they are contactable.
- 19.41 Employees without a specified call time will take reasonable measures to ensure they are contactable prior to the sign on time of their rostered shift.
- 19.42 If an employee cannot be contacted for an earlier start time, the original start time will stand.
- 19.43 If an employee has reported for duty the start time will not be changed.
- 19.44 An employee may be asked for an explanation if Aurizon identifies a pattern of not being contactable.

Alteration to sign on times payment

- 19.45 Where sign on times are altered in accordance with subclauses 19.37- 19.38 the affected employee will be paid a standalone shift adjustment payment of:
 - 19.46 \$45 for a shift brought forward between 1 and 2 hours.
 - 19.47 \$45 payment for a shift deferred between 2 and 3 hours.
- 19.48 Where sign on times are altered in accordance with subclause 19.39 the affected employee will be paid a standalone shift adjustment payment of \$45 for each hour outside of the above (by agreement).
- 19.49 No payment will be made where the sign on time is altered more than 12 hours before the original rostered sign on time.

Rostering and Fatigue Management

- 19.50 Rosters shall be arranged in accordance with Aurizon's fatigue management policies and in the case of train crew, *APPENDIX 3 – TRAIN CREW ROSTERING PRINCIPLES* shall also be observed.
- 19.51 Fatigue scores shall be posted on the Live Wall.

20. GENERAL WORKING ARRANGEMENTS

Notice required if unable to attend

- 20.1 If an employee is unable to attend work as required the employee will provide their supervisor, or another authorised person, with a minimum of 1 hours' notice to permit alternative arrangements to be made.
- 20.2 The employee shall also advise of the expected duration of the absence and will continue to advise where there are any changes to the expected day or time of return to work.

Employees' Contact Details

- 20.3 Employees are required to provide details of their usual telephone number(s) at which they may be contacted for the purpose of notifying them of changes to their roster or working arrangement or for callouts. Procedures in relation to the notification of changes will be in accordance with any rostering principles in place or individual arrangements made between Aurizon and the employee involved.

Mutual Exchange of Shifts

- 20.4 Subject to operational requirements, including fatigue management principles, prior consent by their supervisor and the arrangement being cost neutral to Aurizon, employees may mutually exchange shifts.

Guaranteed Hours

- 20.5 Unless otherwise provided for in this Agreement, Aurizon shall guarantee full time employees an average of 40 hours work per week, or equivalent pay, averaged over the roster cycle.
- 20.6 The guaranteed hours for a part time employee shall be the agreed hours referred to in subclause 9.4, *Forms of Employment*.
- 20.7 If an employee's rostered ordinary hours are less than the guaranteed hours, the employee may be required to work further hours in that roster cycle necessary to achieve the guaranteed hours.
- 20.8 The requirement to work further hours shall not be applied on designated Rostered Days Off.
- 20.9 If an employee declines to work hours as required to make up the guaranteed hours, the employee's guaranteed hours for that roster cycle shall be reduced to the extent of the hours short of the guaranteed hours that the employee declines to work.
- 20.10 Any paid leave taken during a roster cycle will count towards the guaranteed hours for that roster cycle.
- 20.11 Where an employee is absent from work without pay during a roster cycle the employee will be paid for the hours actually worked in that roster cycle and Aurizon will not be required to pay the guaranteed hours for that pay period.
- 20.12 Unless otherwise provided for in this Agreement only actual working time or paid leave taken shall be used for the purpose of satisfying the guaranteed hours or equivalent pay. For clarity, paid additional hours, the 70% weekend payments and any additional responsibilities payment shall not be used to make up the guarantee.
- 20.13 Employees shall be paid for the full rostered shift where an employee remains available for work but is released from duty early at Aurizon's discretion.

PART 4 - REMUNERATION AND OTHER PAYMENTS

21. RATES OF PAY

21.1 The rates of pay are shown below:

Classification	Rate from 1 July 2022 \$	Rate from 1 July 2023 \$		
Non-Shift Workers (includes 1.3% in lieu of leave loading)				
Operational Maintainer – Level 1	66,496.95	69,489.31		
Operational Maintainer – Level 2	78,887.60	82,437.54		
Operational Maintainer – Level 3	82,245.62	85,946.67		
Operational Maintainer – Level 4	87,226.32	91,151.50		
Shift Workers (includes 1.9% in lieu of leave loading)				
Operational Maintainer – Level 1	66,890.77	69,900.86		
Operational Maintainer – Level 2	79,354.08	82,925.01		
Operational Maintainer – Level 3	82,734.21	86,457.25		
Operational Maintainer – Level 4	87,744.58	91,693.08		
Train Crew (includes 1.9% in lieu of leave loading and a shift work component)				
Trainee Locomotive Driver–	72,526.43	75,790.12		
Advanced Trainee Locomotive Driver	85,996.40	89,866.24		
Terminal Driver	97,962.70	102,371.02		
Locomotive Driver	108,854.93	113,753.40		
Tutor Driver	118,679.70	125,207.08		

Inclusive Rates of Pay

21.2 The Rates of Pay table at subclause 21.1 above contains rows which detail specific components that are included in the rate of pay for the applicable classifications. In some cases the inclusion of these specific components will have a bearing on the application of other provisions in this Agreement.

Leave Loading – Other than Train crew

21.3 In lieu of leave loading being paid at the time of taking annual leave, employees shall be paid the following component which is included in their rate of pay as provided for at subclause 21.1 above:

21.4 Employees who accrue annual leave at 4 weeks per year - 1.3%

21.5 Employees who accrue annual leave at 5 weeks per year - 1.9%

21.6 This component shall be changed at the same time as an employee's leave accrual rate changes where the employee moves to or from an entitlement to additional leave in accordance with subclauses 34.1 and 34.2, Annual Leave.

22. SATURDAY & SUNDAY PAYMENT

Additional Rate for Ordinary Hours

Employees who work ordinary hours on Saturday or Sunday shall be paid an additional payment of 0.7 times the employees' ordinary rate of pay for all ordinary time worked on those days.

23. SHIFT WORK PAYMENTS

Employees who are required to work shift work as part of their ordinary hours shall be paid in accordance with one of the following methods:

Annualised Shift Work Payment

- 23.1 Employees who have all or part of their ordinary hours systematically rostered between 1800 hours and 0600 hours will be paid an annualised shift work payment to compensate for this requirement.
- 23.2 The annualised shift work payment shall be paid for all purposes including the clearance of paid leave.
- 23.3 The annualised shift work payment shall be calculated from the master roster in accordance with the following steps:
- Step 1** the rostered ordinary hours between 1800 and 0600 hours on each day of the week are totalled;
 - Step 2** the Step 1 result is divided by the number of working slots on the roster;
 - Step 3** the Step 2 result is divided by the number of weeks in the roster cycle to arrive at the average shift work hours per working slot per week;
 - Step 4** the Step 3 result is annualised by apply the Annualising Factor of 88%;
 - Step 5** the Step 4 result is multiplied by the Shift Work per hour rate as provided for at subclause 23.7 of this clause to arrive at the amount per employee per week.
- 23.4 The per week amount at Step 5 is multiplied by 2 to arrive at the fortnightly amount then multiplied by 313 and divided by 12 to arrive at the annual amount.
- 23.5 In the event that the master roster is permanently altered, which results in a variation to the Step 1 shift work hours total by a factor of plus or minus 5% or more, Aurizon will vary the payment to take account of the roster changes.
- 23.6 Aurizon shall provide a minimum of two weeks' notice in any case where the payment will decrease.

Occasional Shift Work Allowance Payment

- 23.7 An employee who is not in receipt of an Annualised Shift Work Payment, as provided for above and is required to carry out shift work, will be paid an allowance of \$9.91 per hour for all ordinary hours worked between 1800 and 0600 hours.
- 23.8 Any part of an hour worked less than 30 minutes will not be paid and any part of an hour between 30 and 59 minutes will be paid as an hour.
- 23.9 The shift work rate in subclause 23.7 above shall be maintained at 25% of the hourly rate of pay for an Operational Maintainer Level 3 (shift workers) in subclause 21.1, *Rates of Pay*.

24. ADDITIONAL HOURS

- 24.1 Subject to subclause 19.3, all hours worked in excess of the ordinary hours for a roster cycle or in excess of the rostered hours of a shift are additional hours.
- 24.2 Employees shall be paid for additional hours at the rate of 1.7 times the employee's ordinary rate of pay.
- 24.3 All time worked on a designated Rostered Day Off will be paid at the additional hours rate in subclause 24.2 above.
- 24.4 All time worked in excess of the rostered hours for a shift, and all time worked on a designated Rostered Day Off, will be stand alone.
- 24.5 Additional hours payments shall be paid only once for any additional hours worked.

25. ROSTERED DAY OFF – OTHER THAN TRAIN CREW

- 25.1 An average of 4 rostered days off (RDOs) for each fortnight of a roster cycle will be incorporated into a roster at the time of posting.
- 25.2 RDOs may be grouped together or allocated separately and Aurizon, through the Depot Consultative process, will be able to place RDOs in a manner which allows it to effectively manage its fatigue management responsibilities.

Movement of RDOs

- 25.3 RDOs will be shown on guide rosters and a maximum of 2 RDOs may be moved in the process of creating operational rosters. RDOs may be moved in the process of creating operational rosters. Such movement of RDOs shall be reasonable and will take place through consultation with the affected employee. In determining whether the movement of RDO's is reasonable or unreasonable, the employee's personal circumstances, including family responsibilities must be taken into consideration. If the movement of the RDO's are considered unreasonable the Company shall not move the RDO's.
- 25.4 Once the operational roster for the roster cycle has been posted, the RDOs may only be moved with the agreement of the employee concerned.
- 25.5 Where an employee agrees to move the originally designated RDO no additional hours payments will be made for work performed on the day originally designated as an RDO.

Working on a RDO

- 25.6 Working on a RDO may occur, subject to satisfying fatigue management requirements, where:
- 25.6.1 the employee has indicated a preparedness to work on that day; or
- 25.6.2 Aurizon, having exhausted all other reasonable avenues, requests the employee, and the employee agrees, to work on, or on part of, a RDO.
- 25.7 Work on a RDO will be paid in accordance with clause 24, *Additional Hours*.

Time period for a RDO

- 25.8 The minimum duration of a single RDO will be either of the following periods:
- 25.9 36 hours from sign off from the shift prior to the RDO, to sign on for the first shift following the RDO; or,
- 25.10 30 hours from 0001 hours on the day of the RDO to 0600 hours on the day following the RDO.
- 25.11 In any case of consecutive RDOs, each additional RDO after the first RDO will be 24 hours in duration following the completion of the first RDO.

26. ADDITIONAL RESPONSIBILITIES

Where an employee undertakes, on a temporary basis, the substantial responsibilities of another position covered by this Agreement which has a rate of pay higher than the employee's rate of pay, the employee will be paid for the time the additional responsibilities are undertaken at the rate of pay for the higher position.

27. WORK BASED ALLOWANCES & PAYMENTS

Driver Only Operations Allowance

- 27.1 Subject to subclauses 27.2 – 27.3 below, where an employee undertakes DOO the employee shall be paid the following allowance:

Length of DOO shift	Percentage of Locomotive Drivers' ordinary rate of pay
Up to and including 8 hours' duration – main line	20%
Up to and including 10 hours' duration – DOO shunt	20%
More than 8 hours' duration - mainline	20%

- 27.2 An employee, who is rostered to work, and actually works, a DOO shift, will be paid the DOO allowance for the full shift notwithstanding that the employee may be required to undertake tasks other than operating locomotive/s or is provided assistance from another qualified person as part of the requirements for that shift.
- 27.3 Where an employee not rostered for a DOO shift works fewer than 4 hours DOO, a minimum of 4 hours DOO allowance will apply. Where an employee works more than 4 hours under these circumstances payment for the full shift will apply.

Remote Control Shunting

- 27.4 Where it is identified by Aurizon that there are opportunities for the introduction of RCS within the Aurizon's operations, Aurizon may implement RCS operations subject to subclause 27.5 below.
- 27.5 Employees affected by this process, and their nominated representatives, will be consulted on the most appropriate method of implementation including any procedural and competency issues.
- 27.6 Where an employee undertakes RCS duties, the employee shall be paid an allowance of 19% of the Locomotive Driver's ordinary hourly rate of pay for each hour engaged in such duties.
- 27.7 An employee, who is rostered and actually works a RCS shift, will be paid the RCS allowance for the full shift notwithstanding that the employee may be required to undertake tasks other than operating remote control locomotive/s.
- 27.8 When an employee not rostered for a RCS shift works less than 4 hours in RCS mode, a minimum of 4 hours RCS payment will apply. When an employee works more than 4 hours under these circumstances payment for the full shift will apply.
- 27.9 Where an employee entitled to a DOO allowance under subclause 27.1 above, undertakes RCS as part of the DOO shift, then the DOO allowance will apply and the RCS allowance will not apply to all hours of the shift engaged in RCS.

Distributed Power Allowance

- 27.10 Subject to subclause 27.13 below, locomotive drivers who operate a train using distributed power technology on the mainline whether empty or loaded will be paid a standalone allowance of \$55.00 in accordance with subclauses 27.11 and 27.12 below. For avoidance of doubt, locomotive drivers who operates a train using distributed power technology empty and loaded in a full shift will only receive one allowance of \$55.00.
- 27.11 A locomotive driver, who is rostered to work, and actually works, a shift in accordance with subclause 27.10 above will be paid the allowance for the full shift, notwithstanding that the employee may be required to undertake tasks other than operating locomotive/s using distributed power technology.
- 27.12 A locomotive driver who is required to operate a train in accordance with subclause 27.10 above, but who is not rostered to operate such a train, will be paid an allowance of \$4.58 for each hour worked operating such a train.

- 27.13 In subclauses 27.10 – 27.12 above “locomotive driver” includes tutor driver, but does not include Advanced Trainee Locomotive Driver except where the Advanced Trainee Locomotive Driver is rostered, and works, as the second person on the locomotive.
- 27.14 The rate of allowance in subclauses 27.10 and 27.12 above shall be fixed for the period of operation of this Agreement.

Held Away From Home Payment

- 27.15 An employee, involved in the running of trains, who books off away from the employee’s home depot, for other than a temporary transfer, for more than 10 hours will be paid a held away from home payment.
- 27.16 The held away from home payment shall be paid at the employee’s ordinary rate of pay per hour for any time booked off that exceeds the 10 hours.
- 27.17 Time paid in accordance with the provision of subclauses 27.15 and 27.16 above will not count as time worked except, to the extent necessary, to achieve the guaranteed hours.

Route Tutor Allowance

- 27.18 Route Tutors are Qualified Locomotive Drivers with full route knowledge who have been trained to provide route tuition.
- 27.19 Route Tutors will be paid an allowance of \$40 per shift when providing tuition.
- 27.20 Where Route Tutors are required, Aurizon will call for expressions of interest from Qualified Locomotives Drivers. The selection of route tutors from the expressions of interest will be at the discretion of Aurizon.
- 27.21 If following the selection process, there is an insufficient number of route tutors, Aurizon may request Qualified Locomotive Drivers at a depot to become route tutors by agreement.
- 27.22 Aurizon or the route tutor may request the route tutor is rostered one shift with a Tutor Driver for upskilling at any time.

Drivers’ Assistant Allowance

- 27.23 Drivers’ Assistants are qualified employees trained to perform a Driver’s Assistant role, *APPENDIX 1 – CLASSIFICATION INDICATIVE DUTIES and REQUIREMENTS*.
- 27.24 Drivers’ Assistants will be paid an allowance of \$40 per shift.
- 27.25 Where Drivers’ Assistants are required, Aurizon will call for expressions of interest from Operational Maintainers and or Trainee Drivers. The selection of Drivers’ Assistants from the expressions of interest will be at the discretion of Aurizon.
- 27.26 The introduction of the Drivers’ Assistant role will not reduce current DOO rostered shifts and DOO corridor workings.

28. EXPENSES

Expenses incurred by an employee while on Aurizon’s business will be paid in accordance with the following provisions and Aurizon’s policy concerning expenses.

Away from home and meal expenses

- 28.1 An employee required to temporarily reside away from home, other than on a book off as provided for in subclauses 28.7 to 28.8 below, or on temporary transfer as provided in subclauses 28.9 to 28.11 below, shall be paid an away from home allowance in accordance with subclauses 28.2 to 28.6 below.

Travelling Away from Home Allowance

- 28.2 Where an employee is required to travel and stay overnight, away from their usual place of residence for a period that the ATO considers to be travelling for work (generally for training, meetings and work conferences – i.e. the employee’s regular work location has not changed) and utilises hotel/motel type accommodation for the purposes shall be paid a travelling away from home allowance in accordance with the following table:

Location	Accommodation Rate per day \$	Food & Drink			Incidentals \$	Total \$
		<u>B'fast</u> 29.90	<u>Lunch</u> 33.65	<u>Dinner</u> 57.30		
Perth metro area	180.00	120.85			21.30	322.15
Albany	179.00	120.85			21.30	321.15
Bunbury	157.00	120.85			21.30	299.15
Geraldton	165.00	120.85			21.30	307.15
Kalgoorlie	172.00	120.85			21.30	314.15
Northam	189.00	120.85			21.30	331.15
Esperance	162.00	120.85			21.30	304.15
		<u>B'fast</u> 29.90	<u>Lunch</u> 33.65	<u>Dinner</u> 57.30		
Other regional areas	140.00	120.85			21.30	282.15

- 28.3 The travelling away from home allowance, or the relevant component(s), shall not be paid where accommodation and / or meals are paid for by Aurizon or included as part of the cost of travel (e.g. plane travel), training course or conference.
- 28.4 Payment of an allowance for incidental expenses will only be made to an employee in conjunction with an overnight stay. Incidental expenses are extra costs incurred because the employee is away from home for work purposes and do not include personal expenses which would normally be incurred by the employee in the course of the employee’s working day.
- 28.5 Where an employee is unable to meet the cost of accommodation and/or meals the relevant component(s) of the allowance in subclause 28.2 above will be paid to the employee in advance.
- 28.6 The away from travelling away home allowance rates are in accordance with the “Reasonable Daily Travel Allowance” amounts as declared by the Australian Taxation Office (ATO). These amounts, including any changes to the specified high-cost country centres, shall be adjusted each year following publication by the ATO and be effective from the start of the first pay period commencing on or after July 1 each year.

Book Offs Away From Home by Train Crew

- 28.7 Where an employee is required to book off at a location other than the employee's home depot in Aurizon or third party provided accommodation as part of the rostered work of the employee's home depot, the employee will be paid an allowance of \$33.20 for each 8 hours or part of 8 hours calculated from the time of signing on at the home depot to the time of signing off at the home depot.
- 28.8 This rate of allowance in subclause 28.7 shall be adjusted by the annual change in the Meals Out and Take Away sub-group of the Consumer Price Index (Average of Eight Capital Cities) as published for the March quarter and be effective from the start of the first pay period commencing on or after July 1 each year, to the nearest 5 cents.

Temporary Transfer (Living Away From Home)

- 28.9 Where Aurizon provides an employee who is away from their usual place of residence on Temporary Transfer with accommodation as outlined in *Appendix 2 - Accommodation Minimum Standards*, or where an employee on Temporary Transfer elects to stay in private accommodation, an allowance of \$142.15 per day (0001 to 2400 hours). This allowance is to compensate employees for additional meal and incidental expenses incurred as a result of living away from home in order to perform their duties. Employees who receive this allowance will be required to complete an annual Living Away From Home declaration provided by the Aurizon.
- 28.10 The Temporary Transfer rate are accordance with the “Reasonable Daily Travel Allowance” amounts as declared by the Australian Taxation Office (ATO). These amounts, including any changes to the specified high-cost country centres, shall be adjusted each year following publication by the ATO and be effective from the start of the first pay period commencing on or after July 1 each year.
- 28.11 Where an employee is away for part of a day at the start or end of the temporary transfer, the allowance will be calculated in accordance with the following times:

When going to the away location and signing on at the home depot between:		When returning to the home depot and signing off at the home depot between:	
0001 hours and 0800 hours	\$99.60	0001 hours and 0800 hours	\$33.20
0801 hours and 1600 hours	\$66.40	0801 hours and 1600 hours	\$66.40
1601 hours and 2400 hours	\$33.20	1601 hours and 2400 hours	\$99.60

Subclause 28.11 shall be adjusted by the annual change in the Meals Out and Take Away sub-group of the Consumer Price Index (Average of Eight Capital Cities) as published for the March quarter and be effective from the start of the first pay period commencing on or after July 1 each year, to the nearest 5 cents.

Meal Expenses not involving an overnight stay

- 28.12 Subject to approval by Aurizon, reasonable costs incurred by an employee for meals (light meals/sustenance) while on Aurizon business that does not involve an overnight stay will be reimbursed (up to the maximum value for the relevant meal as provided for at subclause 28.2 of this clause) on the provision of valid tax invoices for the expenses incurred.

Use of Private Motor Vehicles

- 28.13 Where Aurizon approves and employees agree to use their own vehicles to transport themselves to and from their temporary work location as outlined in subclauses 13.14 and 13.15, *Employee Transfers*, the employees are entitled to claim a cents-per-kilometre rate for the distance travelled as provided in subclause 28.15 below.
- 28.14 Managers approving the use of a private motor vehicle (as outlined in subclause 28.13) by an employee must be satisfied that the employee’s motor vehicle is roadworthy, licensed and appropriately insured.
- 28.15 The cents per kilometre rates are in accordance with the “Claiming a deduction for car expenses using cents per kilometre method” as declared by the ATO. These amounts shall be adjusted each year following publication by the ATO and be effective from the start of the first pay period commencing on or after July 1 each year.

Cents per kilometre	78 cents
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Other Expenses

- 28.16 Other expenses reasonably incurred, including costs incurred in excess of an allowance paid, will be reimbursed in accordance with Aurizon’s policy subject to the employee providing valid tax invoices for those costs incurred.

29. DISTRICT ALLOWANCE

Locations and Rate Paid

- 29.1 An employee who lives and works at the following locations will be paid a district allowance of:
- 29.1.1 Kalgoorlie – \$10.50 per week
 - 29.1.2 Esperance - \$8.20 per week
 - 29.1.3 Geraldton - \$8.50 per week.
- 29.2 Where a dependant resides with an employee who lives and works at the locations stated in subclause 29.1 of this clause, the employee will be paid a district allowance at double the rates provided for at subclause 29.1.
- 29.3 For the purpose of this clause a “dependant” is:
- 29.3.1 a spouse; or
 - 29.3.2 where there is no spouse, a child or any other relative of the employee who relies on the employee for their main support;
- who does not receive a district or location allowance of any kind.

Temporarily Residing Away from Home

- 29.4 An employee without dependants who temporarily resides away from home in accordance with the provisions of clause 28, *Expenses* will not be paid a district allowance.
- 29.5 An employee with dependants who temporarily resides away from home in accordance with the provisions of clause 28, *Expenses* will be paid district allowance at the rate specified in subclause 29.1 above provided that the dependant(s) resides at the employee’s home at any of the locations stated in subclause 29.1 of this clause.

Absent Without Pay

- 29.6 District allowances will not be paid when an employee is absent without pay.

CPI Adjustments

- 29.7 The rates contained in this clause shall be adjusted from the beginning of the first pay period commencing on or after the 1st of July of each year in accordance with the annual percentage change in the Consumer Price Index (All Groups) for Perth, measured to the end of the immediately preceding March quarter, the calculation to be taken to the nearest ten cents.

Higher Allowance May be Applicable

- 29.8 If, through policy, Aurizon makes available a location payment or rental assistance (“location based payment”) for employees at any of the locations stated in subclause 29.1 of this clause and that location based payment is of greater value to the employee than the allowance provided for in this clause then the location based payment may be paid in lieu of the allowance provided for under this clause.

30. PAYMENT OF REMUNERATION

- 30.1 Employees shall be paid fortnightly on a day determined by Aurizon and advised to the employees.
- 30.2 All remuneration shall be paid into accounts, with a bank, building society or credit union, as nominated by the employee.
- 30.3 The calculation of an employee’s fortnightly rate is the per annum rate multiplied by 12 and divided by 313 and the hourly rate is the fortnightly rate divided by 80.

31. RECOVERY OF OVERPAYMENT

- 31.1 Where an employee has received an overpayment of wages, allowances or expenses payable under this Agreement, and Aurizon intends to recover the overpayment, Aurizon shall notify the employee, in writing, of the overpayment, the reason for the overpayment and of Aurizon's intention to recover the overpayment.
- 31.2 Aurizon and the employee shall agree, in writing, to terms for the timely recovery of the overpayment through deduction from the employee's fortnightly wages, taking into account, the amount of the overpayment, the circumstances of the overpayment (e.g. was the overpayment the result of an error on Aurizon's part or an incorrect claim by the employee), and any hardship which might accrue to the employee.
- 31.3 An agreement made under subclause 31.2 shall be for the deduction of an amount no less than one hour's pay per fortnight.
- 31.4 Where no agreement is reached in accordance with subclause 31.2 the matter may be dealt with under clause 47, *Resolving Differences*.
- 31.5 No deductions relating to the overpayment shall be made from the employee's pay while the matter is being dealt with in accordance with clause 47, *Resolving Differences*.

32. SALARY PACKAGING

- 32.1 An employee may, by arrangement with Aurizon, enter into a salary packaging arrangement in accordance with Australian Taxation Office requirements and other relevant legislation.
- 32.2 An employee entering into a salary packaging arrangement is accountable for compliance with personal taxation obligations and will bear any costs associated with entering into the arrangement including the costs of obtaining financial advice.
- 32.3 Aurizon will not be liable for any costs should the law or the views on salary packaging change in the future.

33. SUPERANNUATION

- 33.1 Aurizon will make superannuation contributions on the employee's behalf on a fortnightly basis, as provided by the *Superannuation Guarantee (Administration) Act 1992*, as varied from time to time, into a regulated complying superannuation fund of the employee's choice.

PART 5 - LEAVE

34. ANNUAL LEAVE

Entitlement

- 34.1 Employees shall be entitled to 4 weeks' paid annual leave per year.
- 34.2 Shift workers will be entitled to an additional 1 week's paid annual leave per year.

Annual Leave Accrual/Payment

- 34.3 Annual leave will accrue progressively during a year of service according to the employee's ordinary hours of work and unused annual leave accumulates from year to year.
- 34.4 Annual leave shall be paid at the employee's ordinary rate of pay.

Taking Annual Leave

- 34.5 Annual leave may be taken as agreed between Aurizon and the employee or as otherwise provided in this Agreement.

Maximum Accrual

- 34.6 An employee may, subject to agreement with Aurizon, accrue annual leave up to a maximum of 6 weeks of annual leave in the case of employees entitled to 4 weeks of annual leave per year and 8 weeks of annual leave in the case of employees who accrue 5 weeks of annual leave per year. Aurizon and an employee may also enter into an agreed leave plan that allows leave to accrue beyond the limits provided for in this clause.

Public Holidays and Annual Leave

- 34.7 Where a public holiday falls within a period of annual leave the day shall be treated as a public holiday and not as annual leave.

Debiting Annual Leave

- 34.8 For the purpose of debiting annual leave for full time employees, a day's annual leave shall be eight hours and a week's annual leave shall be 40 hours. Part time employees shall be debited the ordinary time that would otherwise have been worked during the period of annual leave.

Rostering Annual Leave

- 34.9 For the purpose of rostering whole weeks of annual leave, a week shall be seven days commencing at 0001 hours on the first day and ending at 2400 hours on the seventh day. Consequently, an employee will not be rostered for a shift which finishes on the first day of annual leave.
- 34.10 Each year before June 30, Aurizon shall post a leave roster at each work location showing the planned dates for clearance of annual leave by employees. Leave rosters shall be compiled with due consideration to employee requests and the equitable sharing of leave during particular seasons and periods of demand. The application process will include the employee nominating specific times the leave is requested, which will then be considered by Aurizon.
- 34.11 Once the leave roster has been posted, an employee may exchange periods of leave with a fellow employee providing the period of leave is for the same time period. Should a leave allocation period become available once the leave roster has been posted, due to an employee leaving Aurizon or moving to a different work location, then another employee may request to change his or her allocation to the vacated position. Granting such requests by Aurizon under this subclause will be subject to operational requirements.

Cashing Out of Leave

- 34.12 An employee may cash out a portion of the employee's accrued annual leave subject to the following conditions:
- 34.12.1 Each cashing out of a portion of leave must be by separate written agreement between the employee and Aurizon.
 - 34.12.2 The minimum amount of leave to be cashed out is 8 hours.
 - 34.12.3 The employee's remaining accrued entitlement to paid annual leave after the cashing out must be no less than 160 hours.
 - 34.12.4 In all cases the cashed out leave will form part of the employee's taxable earnings and Aurizon will deduct applicable tax.
 - 34.12.5 In considering any application by an employee to cash out annual leave Aurizon will take into account the potential workplace health and safety impact on the employee of the leave not being taken.

35. LONG SERVICE LEAVE

Entitlement

- 35.1 Employees will receive thirteen weeks' long service leave after ten years of continuous service. For each year of additional service above ten years, long service leave will accrue at the rate of 1.3 weeks of leave per year of service.

Taking LSL

- 35.2 Long service leave shall be taken in one period, unless otherwise agreed between Aurizon and the employee.

Payment of LSL

- 35.3 Long service leave shall be paid at the employee's ordinary rate of pay.

Public Holidays and LSL

- 35.4 Where a public holiday falls within a period of long service leave the day shall be paid as a public holiday and not as long service leave.

Continuous Service

- 35.5 For the purpose of this clause, continuous service includes any period during which the employee is absent on paid leave or workers' compensation but does not include any period exceeding two continuous weeks during which the employee is absent on leave without pay including parental leave, or any period for which an employee has received a payment in lieu of the accrual of long service leave.

Pro Rata Entitlement

- 35.6 An employee will be entitled to pro rata long service leave under the following circumstances:
- 35.6.1 where Aurizon terminates the employee's services for reasons of redundancy or ill health, where the employee is certified permanently unfit to perform the duties of the employee's appointed position; or
 - 35.6.2 upon termination of employment, for reasons other than serious misconduct, where the employee has completed seven years continuous service.

36. PERSONAL LEAVE

Entitlement

- 36.1 Personal leave is for the purpose of providing income for employees unable to attend work due to personal illness or injury, or due to providing care or support to a member of the employee's immediate family or household who requires care or support because of a personal illness or injury or an unexpected emergency affecting the member.
- 36.2 Subject to subclause 36.3 below, full time employees are entitled to paid personal leave of up to 80 hours for each completed year of service (pro rata for part time employees) which may be taken by an employee as follows:
- 36.2.1 Paid personal leave may be taken because the employee is unable to attend work due to personal illness or injury; or,
- 36.2.2 Paid carer's leave may be taken where the employee is required to provide care or support to a member of the employee's immediate family because of a personal illness or an unexpected emergency affecting the member.
- 36.3 Employees who commenced employment with Aurizon before 30 June 2022 and whose service since such commencement has been continuous, shall be entitled to paid personal leave of up to 96 hours for each completed year of service for a full time employee (pro rata for part time employees).

Immediate Family/Household Member

- 36.4 For the purpose of this clause the following are members of an employee's immediate family or household:
- 36.4.1 a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- 36.4.2 a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
- 36.4.3 any other person who, at or immediately before the relevant time for assessing the employee's eligibility to take leave, lived with the employee as a member of the employee's household.
- 36.5 In subclause 36.4 above:
- 36.5.1 "de facto partner" means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes), and includes a former de facto partner of the employee;
- 36.5.2 "spouse" includes a former spouse.

Notice Requirements

- 36.6 The granting of paid leave under this clause is subject to the employee complying with the notice provisions of subclauses 20.1 and 20.2, *General Working Arrangements*.

Payment/Accrual/Debit of Personal Leave

- 36.7 Personal leave will accrue progressively during a year of service according to the employee's ordinary hours of work.
- 36.8 Personal leave will be paid at the employee's ordinary rate of pay.
- 36.9 Unused personal leave will accumulate from year to year.

- 36.10 An employee's accrued personal leave will be debited in accordance with the rostered hours lost as a result of the leave up to a maximum of 8 hours for each shift for which the employee is absent. Debited leave shall count towards the employee's roster cycle hours. Any time paid for the absence in excess of the debited leave paid shall count only towards guaranteed hours and shall not count towards roster cycle hours.

Personal Leave and Workers' Compensation

- 36.11 An employee shall not be entitled to be paid personal leave for any absence during any period for which the employee is entitled to workers' compensation payments.

Personal Leave and Termination

- 36.12 No payment will be made in respect of unused personal leave on termination of employment.

Provision of Evidence

- 36.13 Employees shall, as required by Aurizon, provide evidence that would satisfy a reasonable person, such as a medical certificate or statutory declaration, for absences in accordance with this clause.

Medically Unfit - Cessation of Employment

- 36.14 Where an employee is absent on personal leave on account of personal illness or injury, for a period of six months or more, and Aurizon has a good and sufficient reason to believe that the employee will be unable to return to work, or is unable to undertake the duties of the employee's position due to being medically unfit, Aurizon may, at its cost, direct the employee to undertake a health assessment by a designated health physician/professional to determine the employee's fitness for work.
- 36.15 Where it is determined that the employee is medically unfit for duty and unable to return to his/her substantive position or suitable alternative employment in the foreseeable future, cessation of employment will commence. In such cases, employees can clear their accumulated personal leave entitlement before the cessation of employment takes effect. This provision does not apply to employees on workers' compensation.

Casual Employees

- 36.16 The provisions of this clause do not apply to casual employees.

37. UNPAID CARER'S LEAVE

- 37.1 In the event an employee's entitlement to paid personal leave is exhausted, or where an employee has no entitlement to paid personal leave, an employee will be entitled to up to two days unpaid personal leave on each occasion a member of the employee's immediate family or a member of the employee's household requires the employee's care or support because of:
- 37.1.1 a personal illness, or injury, of the member; or
- 37.1.2 an unexpected emergency affecting the member.
- 37.2 Aurizon may require the employee to provide evidence that would satisfy a reasonable person in order to approve unpaid carer's leave in accordance with this clause.
- 37.3 Where an employee is granted unpaid personal leave under this clause, the employee's guaranteed hours for the relevant period will be reduced by the number of rostered hours lost as a result of the unpaid carer's leave.
- 37.4 The granting of leave under this clause is subject to the employee complying with the notice provisions of subclause 20.1 and 20.2, *General Working Arrangements*.

38. COMPASSIONATE LEAVE

- 38.1 Employees may be entitled to take three days paid compassionate leave for each occasion (a permissible occasion) when;
- 38.1.1 a member of the employee's immediate family, or a member of the employee's household:
- a) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - b) sustains a personal injury that poses a serious threat to his or her life; or
 - c) dies: or
- 38.1.2 a child is stillborn, where the child would have been a member of the employee's immediate family; or a member of the employee's household, if the child had been born alive; or
- 38.1.3 the employee, or the employee's spouse or de facto partner, has a miscarriage.
- 38.2 Paragraph 38.1.3 does not apply:
- 38.2.1 if the miscarriage results in a stillborn child; or
- 38.2.2 to a former spouse, or former de facto partner of the employee.
- 38.3 An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
- 38.3.1 to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in subclause 38.1; or
- 38.3.2 after the death of the member of the employee's immediate family or household, or the stillbirth of the child, referred to in subclause 38.1; or
- 38.3.3 after the employee, or the employee's spouse or de facto partner, has the miscarriage referred to in subclause 38.1.
- 38.4 If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
- 38.5 If an employee, other than a casual employee, takes a period of compassionate leave, Aurizon will pay the employee at the employee's ordinary rate of pay for the employee's ordinary hours of work in the period. For a casual employee, compassionate leave is unpaid leave.
- 38.6 Aurizon may require an employee to provide evidence that would satisfy a reasonable person that a period of compassionate leave is for a permissible occasion.

39. TRAUMA LEAVE

- 39.1 Where an employee is in charge of a train that is involved in a serious accident or incident or during the course of his/her work witnesses a serious accident or incident that results in a serious injury or fatality to another employee or other person, Aurizon shall ensure that the employee is relieved from duty as soon as possible.
- 39.2 In these circumstances the employee will be provided with transport to the employee's home or home depot, as elected by the employee.
- 39.3 Where the incident involves a fatality, the employee will be provided with up to three days paid leave to receive psychological counselling from a qualified practitioner.
- 39.4 Trauma leave is a separate entitlement to any other leave.

40. PARENTAL LEAVE

Unpaid parental leave

- 40.1 Employees will be entitled to unpaid parental leave in accordance Division 5 of Part 2-2 of the Act. This includes leave for employees who are to be the primary carer of the child, and leave for employees who are not the primary carer of the child.

Paid parental leave

- 40.2 Employees who have an entitlement to parental leave under subclause 40.1 above will be entitled to up to 14 weeks paid parental leave in accordance with Aurizon's Parental Leave Policy.
- 40.3 The paid leave at subsection 40.2 above forms part of, and is not additional to the employee's entitlement to parental leave under subclause 40.1 above.
- 40.4 The entitlement to paid leave in this clause is independent of any entitlement an employee may have to payment for parental leave under the *Paid Parental Leave Act 2010*.

41. LAW COURT ATTENDANCE

Jury Service

- 41.1 An employee (other than a casual employee) who attends court for jury service will be paid at the employee's ordinary rate of pay including payments associated with the rostered shift the employee would have worked (excluding additional hours) had the employee not taken the leave.
- 41.2 Aurizon may reduce the amount payable under 41.1 above by the amount of any payment received by the employee from the court for the same period.
- 41.3 An employee will not be paid by Aurizon where the employee attends Jury Service in the employee's own time, e.g. long service leave, non-working day. However, where this occurs the employee may receive fees as prescribed and paid by the court.

Other Court/Tribunal Attendance

- 41.4 An employee (other than a casual employee) who attends a court or tribunal on behalf of Aurizon should be rostered to attend in working time.
- 41.5 Payment is to be at the employee's ordinary rate of pay including payments associated with the rostered shift the employee would have worked (excluding additional hours payments).
- 41.6 The employee is also to be reimbursed any reasonable expenses associated with attending court.
- 41.7 Attendance at a court or tribunal by an employee, for reasons other than jury service or on behalf of Aurizon, should be supported by a certificate of attendance (or other appropriate evidence) and will be treated as leave without pay.

42. DEFENCE FORCE RESERVES AND EMERGENCY SERVICES

- 42.1 An employee shall be provided with leave for training with the Defence Force Reserves in accordance with the *Defence Reserve Service (Protection) Act 2001* (Cth).
- 42.2 An employee who is a voluntary member of a civil emergency group e.g. State Emergency Service or the Bush Fire Service, may be granted paid leave to attend an emergency call out subject to:
- 42.2.1 Aurizon's operational requirements; and
- 42.2.2 Aurizon receiving and approving a request from the organisation involved.

43. PUBLIC HOLIDAYS

43.1 The following days shall be deemed as public holidays:

- a) New Year's Day
- b) Australia Day
- c) Labour Day
- d) Good Friday
- e) Easter Saturday (for shift workers only)
- f) Easter Sunday (shift workers only)
- g) Easter Monday
- h) Anzac Day
- i) Western Australia Day
- j) Queen's Birthday
- k) Christmas Day
- l) Boxing Day
- m) Any other day as provided under s115(1)(b) of the Act.

Public Holidays on Weekends

- 43.2 For shift workers, any public holiday, other than Easter Saturday, Easter Sunday, Christmas Day, and Boxing Day, which falls on a Saturday or on a Sunday, will not be observed on the Saturday or Sunday but will be observed on the following Monday.
- 43.3 When Christmas Day and Boxing Day fall on a Saturday or Sunday and results in additional gazetted public holidays for/in lieu of Christmas Day and Boxing Day, the additional gazetted public holidays will be observed and paid accordingly.
- 43.4 A public holiday will be from 0001 hours to 2400 hours on the day deemed as the holiday.

Payment

- 43.5 Where an employee, works on a public holiday, the employee will be paid eight hours pay at the ordinary rate of pay which will stand alone, and will be paid 1.5 times the ordinary rate of pay for all hours worked on the public holiday.
- 43.6 Where an employee is called out on a public holiday the employee will be paid at the overtime rate as provided for at clause 24, *Additional Hours*.

Casual Employees

- 43.7 A casual employee who works on a public holiday will be paid at the employee's casual rate of pay plus 1.5 times the ordinary rate for the hours worked on the day. Otherwise, casual employees are not entitled to the provisions of this clause.

Public Holiday Not Worked

- 43.8 Where a full-time employee does not work on a public holiday, the employee will be paid eight hours pay at the ordinary rate of pay. The payment will not count towards working time but will count towards the payment of the guaranteed hours.
- 43.9 Where a part-time employee does not work on a public holiday that falls on a day that the employee would otherwise have worked, the employee will be paid for the ordinary hours the employee would have worked had the day not been a public holiday. Such hours paid will count towards working time.

- 43.10 Where a public holiday falls on a day on which a part time employee would not have worked, and the employee does not work on that day, then the employee is not entitled to any payment for that day.

RDOs and Public Holidays

- 43.11 Employees may have a designated RDO on a Public Holiday, where that RDO falls on the public holiday in accordance with the Guide Roster. In such cases the employee shall be paid eight hours pay at the ordinary rate of pay and such time paid will not count as time worked except, to the extent necessary, to achieve the guaranteed hours.
- 43.12 An employee who works on a RDO which is also a public holiday shall be paid eight hours pay at the ordinary rate of pay plus the stand-alone payment provided for at clause 24, *Additional Hours*.

44. LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE

- 44.1 Aurizon has a Domestic and Family Violence Corporate Principle which provides assistance and support, including up to 10 days' paid leave, to employees to assist in reducing the impact of domestic and family violence.
- 44.2 The Aurizon Domestic and Family Violence Corporate Principle, as amended from time to time, applies to employees covered by this Agreement.
- 44.3 In the event that the entitlement to leave to deal with family and domestic violence under the Aurizon Domestic and Family Violence Corporate Principle falls below the entitlement under the Rail Industry Award 2020, the Award provision will apply.

PART 6 - CONSULTATION AND DISPUTE RESOLUTION

45. WORKPLACE REPRESENTATIVES

- 45.1 Where employees at the workplace have elected a workplace representative/s to represent the employee/s in employment related matters, Aurizon shall provide the representative/s reasonable time to discuss the relevant matter with the employee/s and management. Any employee representative will be allowed reasonable time to attend to any work related matter, where they have been so appointed.
- 45.2 Aurizon will allow employee representatives reasonable access to telephone, facsimile and photocopying facilities for the purpose of carrying out their role. The use of resources by an employee representative will be subject to the representative complying with the prevailing Aurizon policy provisions (which will not impose unreasonable restriction on the operation of this clause).

46. CONSULTATION

- 46.1 This clause applies where Aurizon:
- 46.1.1 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 the employees; or
- 46.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- 46.2 For a major change referred to in paragraph 46.1.1:
- 46.2.1 Aurizon must notify the relevant employees of the decision to introduce the major change; and
- 46.2.2 Subclauses 46.3 to 46.9 apply.
- 46.3 The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- 46.4 If:
- 46.4.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- 46.4.2 the employee or employees advise Aurizon of the identity of the representative;
- Aurizon must recognise the representative.
- 46.5 As soon as practicable after making its decision, Aurizon must:
- 46.5.1 discuss with the relevant employees:
- a) the introduction of the change; and
- b) the effect the change is likely to have on the employees; and
- c) measures Aurizon is taking to avert or mitigate the adverse effect of the change on the employees; and
- 46.5.2 for the purposes of the discussion, provide, in writing, to the relevant employees:
- a) all relevant information about the change including the nature of the change proposed; and
- b) information about the expected effects of the change on the employees; and
- c) any other matters likely to affect the employees.

- 46.6 However, Aurizon is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 46.7 Aurizon must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 46.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Aurizon, the requirements set out in paragraph 46.2.1 and subclauses 46.3 and 46.5 are taken not to apply.
- 46.9 In this clause, a major change is *likely to have a significant effect on employees* if it results in:
- 46.9.1 the termination of the employment of employees; or
 - 46.9.2 major change to the composition, operation or size of the Aurizon's workforce or to the skills required of employees; or
 - 46.9.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 46.9.4 the alteration of hours of work; or
 - 46.9.5 the need to retrain employees; or
 - 46.9.6 the need to relocate employees to another workplace; or
 - 46.9.7 the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 46.10 For a change referred to in paragraph 46.1.2:
- 46.10.1 Aurizon must notify the relevant employees of the proposed change; and
 - 46.10.2 Subclauses 46.11 to 46.15 apply.
- 46.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 46.12 If:
- 46.12.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - 46.12.2 the employee or employees advise the employer of the identity of the representative;
- Aurizon must recognise the representative.
- 46.13 As soon as practicable after proposing to introduce the change, Aurizon must:
- 46.13.1 discuss with the relevant employees the introduction of the change; and
 - 46.13.2 for the purposes of the discussion, provide to the relevant employees:
 - a) all relevant information about the change, including the nature of the change; and
 - b) information about what Aurizon reasonably believes will be the effects of the change on the employees; and
 - c) information about any other matters that Aurizon reasonably believes are likely to affect the employees; and
 - 46.13.3 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).
- 46.14 However, Aurizon is not required to disclose confidential or commercially sensitive information to the relevant employees.

- 46.15 Aurizon must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 46.16 In this clause, *relevant employees* means the employees who may be affected by a change referred to in subclause 46.1.

47. RESOLVING DIFFERENCES

Disputes

- 47.1 If a dispute relates to:
- 47.1.1 a matter arising under the agreement; or
 - 47.1.2 the National Employment Standards;
- subclauses 47.2 to 47.8 set out procedures to settle the dispute.
- 47.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 47.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 47.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- 47.5 The Fair Work Commission may deal with the dispute in 2 stages:
- 47.5.1 the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - 47.5.2 if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - a) arbitrate the dispute; and
 - b) make a determination that is binding on the parties.

Note : If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

- 47.6 A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- 47.7 While the parties are trying to resolve the dispute using the procedures in this clause:
- 47.7.1 an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - 47.7.2 an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - a) the work is not safe; or
 - b) applicable occupational health and safety legislation would not permit the work to be performed; or
 - c) the work is not appropriate for the employee to perform; or
 - d) there are other reasonable grounds for the employee to refuse to comply with the direction.

- 47.8 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this clause.

Grievances

- 47.9 Where an employee has a grievance which is not a dispute in accordance with subclause 47.1 above, subclauses 47.10 to 47.13 set out procedures to settle the grievance.
- 47.10 An employee who is a party to the grievance may appoint a representative for the purposes of the procedures in this clause.
- 47.11 In the first instance, the parties to the grievance must try to resolve the grievance at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 47.12 If discussions at the workplace level do not resolve the grievance, a party to the grievance may refer the matter to the Fair Work Commission.
- 47.13 The Fair Work Commission will attempt to resolve the dispute or grievance as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation.

General

- 47.14 The parties to a dispute or grievance will endeavour to resolve the issues within a reasonable timeframe.
- 47.15 An employee who wishes to raise a dispute or grievance under this clause must utilise the Resolving Differences Notification Form (Attachment A to this Agreement).

Representation

- 47.16 At any stage in the process to resolve differences the parties to the dispute or grievance (ie an employee who has raised the dispute or grievance and Aurizon) may be represented by another person. Where an employee nominates another employee to be the representative (“nominated employee representative”) the provisions of subclauses 47.17 to 47.19 below will apply.

Rights of Nominated Employee Representative

- 47.17 A nominated employee representative will, subject to operational requirements, be permitted during working hours to represent employees in accordance with this Resolving Differences Procedure.
- 47.18 Where a representative requested by the employee cannot be released due to operational requirements the discussions referred to in this clause will not proceed until a representative is available. It is noted that in exceptional circumstances the employee representative may not be available. In such circumstances the employee should nominate an alternative representative so as not to unnecessarily hold up the progression of resolving the dispute or grievance.
- 47.19 A nominated employee representative acting in accordance with this provision is entitled to do so without loss of their normal pay.

PART 7 - MISCELLANEOUS

48. SPECIFIC PROVISIONS FOR FORMER WAGRC EMPLOYEES

- 48.1 The provisions of this clause apply only to employees of Aurizon who have been continuously employed by Aurizon, Australian Railroad Group Employment Pty Ltd and Westrail Freight Employment Pty Ltd from 17 December 2000 and who immediately prior to such employment were employees of the Western Australian Government Railways Commission (WAGRC).

Long Service Leave

- 48.2 Employees shall be entitled to long service leave in accordance with clause 35, *Long Service Leave*, except as follows:
- 48.2.1 An employee who, before the commencement of this Agreement has elected, in lieu of accruing long service leave, to receive an additional payment of 1.87% of the employee's ordinary rate of pay for all purposes may:
- a) continue such an arrangement while this Agreement is in force; or,
 - b) may, at any time, elect to cease receiving the additional payment and commence accruing an entitlement to long service leave.
- 48.2.2 Any period for which an employee receives a payment in lieu of the accrual of long service leave shall not be deemed to be service for the purpose of determining the employee's entitlement to long service leave but such period shall not break the employee's continuity of service.

Transfers

- 48.3 An employee who is required to permanently transfer away from the employee's appointed location as at December 17, 2000, can elect to refuse the transfer and, if no other suitable positions are available with Aurizon in Western Australia, the employee's employment may be terminated pursuant to clause 12, *Redundancy*.
- 48.4 Where an employee is transferred under the circumstances dealt with in subclauses 13.1 - 13.4 *Permanent Transfer – Aurizon Initiated*, 13.6 *Transfer to Selected Locations – Waiting List*, 13.10 - 13.11 *Permanent Transfer - Employee Initiated* and 13.12 - 13.13 *Cross Transfer*, the employee will lose the appointed location protection as provided for in subclause 48.3 above.
- 48.5 Where an employee is transferred for a period of up to two years as provided in subclauses 13.7 - 13.8, *Term Transfer*, the employee will not, as a consequence of that transfer, lose the appointed location protection as provided for in subclause 48.3 above.

Redundancy

- 48.6 For the purposes of clause 12, *Redundancy*, "continuous service" means:
- 48.6.1 all service with Aurizon and its related entities as described in subclause 48.1 above; and,
- 48.6.2 all previous continuous service with the Western Australian public sector less one year's service for each four weeks transfer payment received on termination of employment with WAGRC.
- 48.7 To avoid any uncertainty, service with Aurizon and service with the WA public sector shall be treated as separate periods. Only completed years of continuous service with each employer shall be recognised and part years of service with either employer will not be aggregated.

49. PRESERVATION OF REDUNDANCY ENTITLEMENTS FOR CERTAIN EMPLOYEES

- 49.1 Employees who were employed before the 19 February 2019 and who have their employment terminated on the ground of redundancy (including employees referred to in clause 48 above), will be entitled to two weeks' notice or pay in lieu of notice for each completed year of service up to a maximum of 12 weeks. Where the notice entitlement under clause 11, *Termination of Employment*, exceeds the notice provided under this subclause, the employee will be entitled to the amount of notice, or pay in lieu, prescribed by clause 11.
- 49.2 For the calculation of severance payments for employees referred to in subclause 49.1 above, "ordinary rate of pay" means the employee's ordinary rate of pay plus an average of payments made for working ordinary hours on weekends as provided for in clause 22, *Saturday & Sunday Payment*, calculated over the 12 months immediately preceding the date of termination of employment.
- 49.3 The provision of paragraph 12.2.3, (which limits severance payments to a maximum of 52 weeks' pay) does not apply to employees referred to in subclause 49.1 above.

50. PROMOTION

- 50.1 Appointment to the positions of, Operational Maintainer level 4 and Tutor Driver as covered by this agreement is by merit-based selection process which involves review of applications, interview and selection, written advice to all applications and feedback to short listed applicants.
- 50.2 Aurizon will give existing permanent full time and part time employees the first opportunity for appointment to these positions above.
- 50.3 Aurizon will give existing and suitable permanent full time and part time Operational Maintainers the first opportunity for appointment for Trainee Locomotive Driver positions when they become vacant.

51. UNION DELEGATES

- 51.1 Union delegates from the workplace have a role to play within a workplace. That role is not to co-manage or hinder the efficient operation of the workplace.

Enterprise bargaining preparation

- 51.2 After Aurizon issues the notice of employee representational rights, Aurizon will approve two days off without loss of pay for employees who are nominated union delegates. Aurizon and the union will agree on a schedule which minimises the impact to the operations. Upon a written request from the union, Aurizon shall approve the release of up to ten employees who are nominated union delegates for the purpose's enterprise agreement bargaining preparation.

52. LOCOMOTIVE IN-CAB TRAIN SAFETY RECORDINGS

- 52.1 The Company agrees that it will not install In-Cab Train Safety Recorders over the term of this Agreement unless required under law or associated duties, in which case the installation and use of the In-Cab Train Safety Recorders, and access to the In-Cab Train Safety Recordings, will be in accordance with the relevant law.

- 52.2 This clause does not require the Company to remove In-Cab Train Safety Recorders which already exist in rollingstock operated by the Company. The use of such existing In-Cab Train Safety Recorders, and access to the In-Cab Train Safety Recordings, must be in accordance with the relevant law (including Division 10 of the Rail Safety National in the Rail Safety National Law (WA) Act 2015).
- 52.3 This clause does not apply to:
- 52.3.1 outward facing cameras mounted in front of the Driver; and
 - 52.3.2 periodic voice recordings including data recordings, or recordings of radio and phone communications which are to be used in accordance with Division 10 of the Rail Safety National in the Rail Safety National Law (WA) Act 2015).
- 52.4 For the avoidance of doubt, the law referenced in this clause is not incorporated into the Agreement.
- 52.5 In this clause:
- 52.5.1 'In-Cab Train Safety Recorder' means an inward facing recording device that can make audio or video (or both audio and video) recordings that is installed in the driver's cab of a train for the purposes of making an In-Cab Train Safety recording;
 - 52.5.2 'In-Cab Train Safety Recording' means a recording made by an In-Cab Train safety Recorder consisting of (or mainly of) any sounds and images, or any combination of sounds and images, of the activities carried out by rail safety workers in the driver's cab of a train in relation to the operation of the train, unless defined under the Rail Safety National Law (WA) Act 2015, in which case the above terms have the meanings given to them under the Rail Safety National Law (WA) Act 2015.

53. SIGNATORIES

Employer

Signed for and on behalf of Australia Western Railroad Pty Ltd (Aurizon):

Signature and Full Name of Aurizon's representative:



Signature

Full Name: Alexander Barrable

Position: General Manager Bulk South West

Address 2-10 Adams Drive Welshpool WA 6106

Date: 26 October 2022

Employee Representative

Signed for and on behalf of the employees covered by this Agreement:

Signature and Full Name of employees' representative:



Signature

Full Name: Craig Mckinley

Position: Secretary RTBU, WA

Address: 2/10 Nash St Perth WA 6000

Date: 26/10/2022

APPENDIX 1 – CLASSIFICATION INDICATIVE DUTIES and REQUIREMENTS

The Indicative Duties and requirements for the classifications detailed at subclause 21.1 (of the Rates of Pay clause) and subclause are as follows:-

CLASSIFICATION	INDICATIVE DUTIES / WORK DESCRIPTION	REQUIREMENTS
<p>Minimum entry level requirements for all classifications are:-</p> <ul style="list-style-type: none"> • Literacy Level 3 and Numeracy Level 2 competency standards. • Medical, vision and hearing standards and physical mobility requirements as applicable for the role. • Hold a valid 'C' class driver's licence. <p>Notes:</p> <ol style="list-style-type: none"> 1. The duties listed are indicative only, they may not be required to be performed by employees at all times and will vary based on requirements at specific locations and particular shifts being worked. Accordingly, in some instance all listed competencies, qualifications, courses or other requirements may not be required. 2. In this Appendix a "valid 'C' class driver's licence" means a full motor vehicle driver's licence permitting the employee to drive a motor car in the State in which the employee might be required by Aurizon to drive in the course of the employee's duties. 3. Progression from one Level to the next within the respective streams, unless otherwise indicated will be automatic, subject to the employee achieving the required competencies in accordance with the Training Plan. 4. Promotion to the positions of Tutor Driver and Operational Maintainer level 4 as covered by this Appendix is by appointment to a vacant position. 		
LOCOMOTIVE OPERATIONS STREAM		
Drivers' Assistant	<ul style="list-style-type: none"> • Perform locomotive trip servicing, • Maintain locomotives, vehicles & work area in a clean and safe state, • Carry out shunting operations, • Carry out brake tests / train examinations, • Customer liaison as applicable to position. 	<ul style="list-style-type: none"> • Qualified Aurizon Shunter with National Units of Competency: • Route knowledge • Relevant safeworking, • Observance and Reaction to Signals, • Working effectively in a train driving environment, • Assist with rail traffic operations, • Identify and respond to signals and trackside signs, • Apply safeworking rules and regulations, • Respond to emergency situations knowledge.
Trainee Locomotive Driver	<ul style="list-style-type: none"> • Undertake the theoretical and practical components of the locomotive driver training program. 	<ul style="list-style-type: none"> • Cooperate and participate in order to achieve the desired training outcomes. • Attend the off-the-job, external or on-the-job training as required and apply themselves to the agreed training plan. • Complete all of the work set. • Keep a record of achievements both at work and during training. • Undertake an assessment for progression to Advanced Trainee Locomotive Driver. • Working towards a Statement of Attainment to become a competent locomotive driver as set out by the Australian Qualifications Framework.

Advanced Trainee Locomotive Driver	<ul style="list-style-type: none"> • Continue to undertake the theoretical and practical components of the locomotive driver training program. • Perform duties as a second person on the locomotive including: <ul style="list-style-type: none"> – Perform locomotive trip servicing, – Maintain locomotives, vehicles & work area in a clean and safe state, – Carry out shunting operations, – Carry out brake tests / train examinations, – Customer liaison as applicable to position. 	<ul style="list-style-type: none"> • Cooperate and participate in order to achieve the desired training outcomes. • Attend the off-the-job, external or on-the-job training as required and apply themselves to the agreed training plan. • Complete all of the work set. • Keep a record of achievements both at work and during training. • Log the required driving hours. • Undertake a final assessment for progression to Locomotive Driver. • Working towards a Statement of Attainment to become a competent locomotive driver as set out by the Australian Qualifications Framework.
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CLASSIFICATION	INDICATIVE DUTIES / WORK DESCRIPTION	REQUIREMENTS
Locomotive Driver	Duties of an Advanced Trainee Locomotive Driver plus: <ul style="list-style-type: none"> • Operate locomotives / trains and railcars, • Undertake locomotive / train preparation, • Provide on the job instruction, • Operate locomotives in any required configuration including, but not limited to, single or multiple locomotives as well as operating locomotives using Distributed Power Technology. 	<ul style="list-style-type: none"> • Must have a Statement of Attainment issued for the position recognised under the Australian Qualifications Framework.
Tutor Driver	Duties of a Locomotive Driver plus: <ul style="list-style-type: none"> • Facilitate the acquisition of train driving competencies to the required standard by motivating, instructing, mentoring and coaching employees as required, • In conjunction with the Technical Trainer provide on the job tuition to trainees in accordance with the training outcomes/objectives of their training plan, • Monitor trainees' progress and provide feedback on their progress, • Provide on job training to locomotive drivers where required. 	<ul style="list-style-type: none"> • Must have a Statement of Attainment issued for the position recognised under the Australian Qualifications Framework. • Working towards and complete a Statement of Attainment for relevant units in Training & Assessment.
Terminal Driver	Duties of Locomotive Driver but restricted to operate within the confines of a terminal or restricted mainline for shunt/ shed / marshalling operations.	<ul style="list-style-type: none"> • Must have a Statement of Attainment issued for the position recognised under the Australian Qualifications Framework.

TERMINALS AND DEPOTS STREAM		
Operational Maintainer Level 1	Undertake theoretical and practical components of Operational Maintainer training program.	<ul style="list-style-type: none"> • Cooperate and participate in order to achieve the desired training outcomes. • Attend the off-the-job, external or on-the-job training as required and apply themselves to the agreed training plan. • Complete all of the work set. • Keep a record of achievements both at work and during training. • Successfully undertake an assessment for level progression to Level 2 within required timeframe. • Working towards a Statement of Attainment to become a competent Operational Maintainer as set out by the Australian Qualifications Framework.

CLASSIFICATION	INDICATIVE DUTIES / WORK DESCRIPTION	REQUIREMENTS
Operational Maintainer Level 2	Undertake theoretical and practical components of Operational training program, and: <ul style="list-style-type: none"> • Perform locomotive trip servicing; • Maintain cleanliness of locomotives, rollingstock, plant, equipment, vehicles & maintain work area; • Drive road vehicles as required; • Shunting • Marshalling of trains; • Operate fixed / mobile plant and equipment; • Undertake wagon fault identification, • Undertake repair and maintenance. • Operate loading and unloading equipment, • Conduct inspections on Rollingstock, • Conduct brake testing and brake examinations on Rollingstock, • Computer system operation as applicable to role. • Carry out other miscellaneous terminal / depot duties. 	Competencies, qualifications, courses and other requirements for each classification. <ul style="list-style-type: none"> • Must have a Statement of Attainment issued for the position recognised under the Australian Qualifications Framework. • On-job instruction, mentoring and supervision as necessary to consolidate practical and theoretical training.
Operational Maintainer Level 3	<ul style="list-style-type: none"> • Duties as for Operational Maintainer Level 2 • May mentor and supervise Operational Maintainer Level 2 	<ul style="list-style-type: none"> • Progression to this level on successful completion of competence assessment and not less than six months after progression to Level 2.
Operational Maintainer Level 4	<ul style="list-style-type: none"> • Duties as for Operational Maintainer Level 3 plus: • Conduct on job training as required. • Conduct assessment of competence. 	<ul style="list-style-type: none"> • Progression not automatic - Filled by appointment. • Must have a Statement of Attainment issued for the position recognised under the Australian Qualifications Framework. • Must have a Statement of Attainment for relevant units in Training & Assessment.

APPENDIX 2 - ACCOMMODATION MINIMUM STANDARDS

1. PRINCIPLE

The accommodation standards contained in this appendix represent the minimum standard of accommodation that will be provided to employees who are required to book off away from their home depot and to employees on temporary transfer.

2. DEFINITIONS

Existing Barracks – Refers to current barracks used by Aurizon.

New Barracks – Refers to any barracks that may be built in the future or any disused barracks that are returned to use by Aurizon.

Apartment / Hotel / Motel – Refers to privately operated accommodation that is fully self contained with one bedroom and a separate lounge living area. In relation to Hotel / Motel it refers to any privately operated accommodation which in the case of Hotel / Motel is as the name implies. Apartments / Hotels / Motels must be a minimum 3 ½ star rating, where available.

Third Party Accommodation – Refers to accommodation supplied by Aurizon’s customers.

3. MINIMUM STANDARDS

3.1 Existing Barracks

Application - Applies to book offs away from home depot which may include an overnight stay; and where selected by the employee, will also apply to temporary transfers.

Location and Amenity - Barracks accommodation should be in a quiet location and the rooms in the barracks are to be as acoustically sound as possible to prevent external noise or noise from adjacent rooms.

Barracks requirements - The barracks accommodation must:

- Be within easy walking distance to the sign on point or transport must be provided;
- Be regularly cleaned and serviced;
- Have reverse cycle air conditioning with, where practical, individual adjustment provided for each room;
- Have hot and cold running water available;
- Have power points (including shaver) provided, including in the bathroom;
- Have a draft excluder fitted to any external doors;
- Have window shutters with blinds or drapes, with blinds (black out type) to exclude daylight fitted to all external windows in sleeping area. (Not required if design of building removes the ability of external light to reach sleeping area by other means);
- Have key security for individual rooms;
- Have no less than king single size ensemble beds;
- Have fitted carpet provided in areas (including internal hallways) except wet areas;
- Have a wardrobe for hanging clothes;
- Have a chair provided in the bedroom;
- Have tables and chairs provided in dining areas;
- Have a large refrigerator located in the kitchen area;
- Have a TV / DVD (Colour) located in the common TV/Lounge area;
- Have a mirror in each individual bedroom and bathroom;

- Have communal bathroom/toilet facilities;
- Have a sanitary disposal unit;
- Have clean towels (bath, hand and floor mat) and fresh linen supplied for use by employees;
- Have a spare pillow & blanket available for each room/occupant;
- Have a radio alarm clock provided in individual bedrooms;
- Have a direct dial telephone for outgoing calls provided in a central location of the barracks away from quiet areas;
- Have clothes drying facilities as well as an iron & ironing board.

Kitchen Facilities - The barracks accommodation must have fully equipped cooking/kitchen facilities including:

- a stove/cooker;
- griller;
- microwave oven;
- toaster;
- tea/coffee facilities;
- kettle;
- crockery;
- cutlery;
- pots, pans and utensils;
- full kitchen washing up facilities;
- exhaust fans/range hoods over any cooking area.

Compliance - The barracks accommodation must comply with the relevant State Fire Codes for accommodation specific buildings. This includes (but is not limited to) Fire Alarms and Smoke Detectors, Sprinkler Systems (where applicable), Fire Fighting Equipment, Fire Escapes, Emergency Exits and Signage, and Evacuation Procedures.

3.2 New Barracks

Additional Requirements - The same standard as “Existing Barracks” except that these would have a separate bathroom/toilet ensuite for each room and recreational facilities viz: pool table, table tennis table and associated equipment.

3.3 Apartment / Hotel / Motel

Application - Applies to employees on temporary transfer who elect not to stay in barracks accommodation and will apply to employees on book offs where barracks accommodation is not available.

Location and Amenity - Apartment / Hotel / Motel accommodation must be in a quiet location and the rooms in these establishments should be as acoustically sound as possible to prevent external noise or noise from adjacent rooms.

Apartment / Hotel / Motel requirements – Apartment / Hotel / Motel type of accommodation must:

- Be within easy walking distance to the sign on point or transport must be provided;
- Be regularly cleaned and serviced;
- Have reverse cycle air conditioning with individual adjustment provided for each room;
- Have hot and cold running water;
- Have sufficient power points;
- Have a draft excluder fitted to any external doors;
- Have drapes and or blinds to exclude daylight;
- Have key security for individual rooms;
- Have no less than king single size ensemble beds;

- Have fitted carpet provided in the accommodation except wet areas;
- Have a wardrobe for hanging clothes;
- Have a chair and table provided in the accommodation;
- Have a refrigerator;
- Have a colour TV;
- Have a mirror in the accommodation;
- Have separate bathroom/toilet facilities;
- Have a sanitary disposal unit;
- Provide the employee with an allocated room which is available for the duration of the stay;
- Provides clean towels (bath, hand and floor mat) and fresh linen supplied for use by employees;
- Provide a spare pillow & blanket available for each room/occupant;
- Have a radio alarm clock;
- Have a direct dial telephone for a reasonable number of outgoing calls;
- Have clothes drying facilities as well as an iron & ironing board;
- Have cooking/kitchen facilities including microwave oven, toaster, tea/coffee facilities, crockery and cutlery *(It should also be noted that hotel / motel accommodation generally does not provide specific cooking/ kitchen facilities however, best endeavours will be made to provide a stove top/oven facility if available).*

3.4 Third Party Accommodation

Aurizon may require employees to stay in 3rd party accommodation such as mining camps. On these occasions, Aurizon will ensure such accommodation is fit for purpose and of equivalent standard to that provided for barracks in this Appendix.

Compliance - In addition the accommodation must comply with the relevant State Fire Codes for accommodation specific buildings. This includes (but is not limited to) Fire Alarms and Smoke Detectors, Sprinkler Systems if applicable, Fire Fighting Equipment, Fire Escapes, Emergency Exits and Signage, and Evacuation Procedures.

4 INSPECTION

Any accommodation proposed for use will be inspected by a nominated workplace representative and Aurizon's representative. The inspection must be conducted based on the requirements of this standard, and the relevant checklist / inspection sheet must be completed and made available to all parties.

APPENDIX 3 – TRAIN CREW ROSTERING PRINCIPLES

1. INTRODUCTION

- 1.1. These Rostering Principles, including local depot guidelines, have been developed to assist in providing a consistent yet flexible approach to the rostering of locomotive crews across the business. They shall be read in conjunction with, but shall not conflict with any provisions contained within this Agreement, in particular clause 19, *Rail Operations Working Hours*.
- 1.2. They are also to be read in conjunction with the procedure for the management of fatigue. In cases where there is a conflict between satisfying the requirements of either these Rostering Principles or the Fatigue Management Procedure the latter shall prevail in any case where such a conflict is likely to increase the potential for a workplace hazard. Rostering shall also comply with relevant occupational, health and safety legislation.
- 1.3. The Train Crew Rostering Principles may be varied during the operation of this Agreement through the consultative processes and subsequent agreement with the affected employees.
- 1.4. There are two types of Rostering Systems within Aurizon, Forecast and Blank Line. The current system of rostering at each Aurizon depot shall remain in place with lodgement of this Agreement.

2. CONSULTATIVE ROSTERING PROCESSES

Aurizon and the employees shall discuss, develop and modify rosters through a consultative process. This shall be achieved by the election of workplace consultative committees at each location. If, this committee considers that a separate “rostering specific” consultative committee should be established, for either regular or specific purposes, then this may occur and an election will be conducted.

3. DEPOT GUIDELINES

- 3.1. Depot guidelines are to be developed which provide specific rostering practices to meet the operational requirements and rostering preferences of employees at each Depot including the allocation of Casual workings.
- 3.2. These guidelines shall be developed through the consultative process established at each Depot and should consider and address both guide and operational roster issues.
- 3.3. Depot guidelines will be communicated to relevant employees in the Depot including new and relieving employees.
- 3.4. The depot guidelines shall include practices to address rostering issues such as, but not limited to:
 - when business / operational changes require permanent alterations to the roster(s);
 - where fatigue management reviews require changes to the roster(s);
 - when management or employee initiated changes are proposed to accommodate an altered distribution of the work and / or time off,with the intent that local management and relevant employees, through the local consultative process, determine how the proposed changes can be best implemented to accommodate both operational requirements and the needs of the employees affected by the changes.
- 3.5. The depot guidelines shall also include practices to address the rostering of various forms of time away from work, including rostered days off, blank days and weekends off, in a manner which aims to meet the operational requirements of the business and the rostering preferences of employees at the depot.

- 3.6. To meet varying workloads, seasonal changes and variable customer requirements it may be necessary for some Depots to use multiple Guide Rosters.
- 3.7. Proposed Guide Roster changes shall be displayed for employees to have the opportunity to provide feedback on the Guide and, where appropriate, may suggest changes to the Guide Roster, through the consultative process established at their Depot.

4. OPERATIONAL ROSTER CONSIDERATIONS

- 4.1. **Roster development** - An Operational Roster will be developed closer to the commencement of the roster period. This roster will more closely reflect the actual operational requirements of the business taking into account circumstances at that time such as customer needs, staffing levels and leave.
- 4.2. **Posting of Operational Rosters**

Operational rosters for the roster cycle will be posted by 1200 hours on the Thursday immediately before the Sunday the roster is to commence. Different timeframes may be agreed to at each Depot if it meets the needs of the business and of the employees at the Depot.
- 4.3. **Shift Changes**
 - 4.3.1. Train working changes and train crew absences can occur on a regular basis and at short notice. These changes may result in shift cancellations, additional shifts, shift adjustments (e.g. start times) or changes to shift lengths.
 - 4.3.2. Where these changes occur as much notice as practical will be given, and consideration will be given to:
 - an employee's personal and family circumstances;
 - operational requirements;
 - depot guidelines established at the depot;
 - fatigue management principles, including "time of day" considerations;
 - the number of shifts an employee has worked;
 - the length of the shifts that the employee has worked; and
 - the breaks an employee has had between the shifts worked.
 - 4.3.3. Balancing of shifts during the roster cycle may occur due to changed operational requirements. However, an employee who works an additional shift or shifts shall not have subsequent rostered shifts balanced with other employees purely for the purpose of reducing the first employee's hours for the roster cycle.
 - 4.3.4. Subject to operational requirements, fatigue management principles, consent by their supervisor and providing the arrangement is cost neutral to the business, employees may mutually exchange shifts.
- 4.4. **Clearing of and Returning from Annual Leave**
 - 4.4.1. A key objective of these rostering principles is to provide employees with the highest possible level of certainty, particularly with regard to RDOs.
 - 4.4.2. Arrangements for the clearing of and returning from annual leave can require adjustments to the allocation of work through the roster, including adjustments of the allocation of work and RDOs to other employees.

4.4.3. Depot Guidelines should address practices for the clearing of and the returning from annual leave. The guidelines should include protocols for employees starting leave, where they resume on the roster and could also include practices where employees are not rostered to start before 0600 hours on their first shift back from leave unless they are prepared to do so.

4.4.4. Subject to observing the requirements of the provisions at clause 34, *Annual Leave*, and in particular subclause 34.10, the Depot Consultative process shall consider these issues and the collective preferences of the employees having regard for the potential disruption to the allocation of RDOs.

4.5. Interaction between public holidays and RDOs

4.5.1. The general principle is for RDOs to be allocated as per the Guide Roster. This results in more certainty and less disruption for both the business and employees in each roster. If an RDO falls on a public holiday in accordance with the guide, the RDO will not be moved and the employee will be paid in accordance with subclause 43.11, *Public Holidays*.

4.5.2. It is the intention of this principle that RDOs are not moved from other days to public holidays as part of compiling operational rosters. This is particularly the case when there is no or less Depot work on the public holiday.

5. DESCRIPTION OF ROSTER SYSTEMS AT Aurizon

5.1. Master Rosters (for Blank Line Roster Systems)

The master roster shall be permanently exhibited indicating RDOs for the complete roster. In this context, "the complete roster" means all the work lines on the roster.

5.2. Guide Rosters (for Forecast Roster Systems)

The guide roster will permanently exhibit all known working (including sign on and sign off times) and all RDOs in a Depot.

6. CHANGING ROSTER SYSTEMS AT A DEPOT

Joint consultation shall take place to determine the suitability, applicability and implementation of any proposed new rostering system for Aurizon's operations. Where such concepts are being considered employees will be consulted to determine the suitability and applicability of the concept to Aurizon's operations and the collective preference of the applicable employees.

7. MAKING CHANGES TO THE MASTER/GUIDE ROSTER

Changes to the master/guide roster shall be arranged through joint consultation as described in clause 6 of this appendix.

8. MASTER GUIDE ROSTER DEVELOPMENT

8.1. Consultative committees shall jointly develop master/guide rosters and review rostering issues, taking particular account of the following:

- the nature of Aurizon's operations;
- the provisions of this Agreement;
- the specific rostering conditions described below ;
- the family, social and community needs of employees;
- fatigue, health and safety issues topical to shift workers

- full time employees rotate through all lines in a roster and work is distributed fairly throughout the roster with respect to the amount and type of work to be performed
- time off is maximised by grouping Rostered Days Off (RDO) and weekend RDOs are spread evenly.

8.2. Rosters shall be prepared to ensure that breaks are provided for after particular consecutive shift patterns as follows:

- a break of at least 36 hours after rostered to work four consecutive shifts of 10 hours or more;
- a break of at least 36 hours after rostered to work more than seven consecutive shifts.

For the purpose of this provision, "consecutive shifts" are shifts where the break between shifts is less than 30 hours.

8.3. On completion of consultation a minimum of 14 days' notice shall be provided to employees before the implementation of changes to the guide/master roster.

9. POSTING OF GUIDE ROSTERS

9.1. Where practical, proposed changes to guide rosters will be posted, for perusal, comment and review in sufficient time so that the final guide is available no less than 14 days in advance of implementation.

9.2. Circumstances may exist (such as changes to customer requirements at short notice) where it may not be possible to post the guide rosters within this timeframe. In these circumstances new guide rosters will be posted as soon as practical. Where there has been insufficient time for consultation on guide roster changes prior to implementation, this shall occur at the earliest possible opportunity with any refinements to the guide roster being implemented as soon as possible.

9.3. As far as reasonably practical, the depot manager shall consider and make necessary arrangements for any employee whose family responsibilities may be adversely impacted by a short notice guide roster change.

10. ROSTERED DAYS OFF (RDO)

10.1. An average of 4 rostered days off (RDOs) for each fortnight of a roster cycle will be incorporated into a roster at the time of posting.

10.2. RDOs will be shown on guide rosters.

10.3. RDOs may be moved in the process of creating operational rosters. Such movement of RDOs shall be reasonable and will take place through consultation with the affected employee. In determining whether the movement of RDO's is reasonable or unreasonable, the employee's personal circumstances, including family responsibilities must be taken into consideration. If the movement of the RDO's are considered unreasonable the Company shall not move the RDO's.

10.4. RDOs may be grouped together or allocated separately and Aurizon, through the Depot Consultative process, will be able to place RDOs in a manner which allows it to effectively manage its fatigue management responsibilities.

10.5. Once the roster for the roster cycle has been posted the RDOs can only be moved with the agreement of the employee concerned.

- 10.6. Where an employee agrees to move the originally designated RDO no overtime payments will be made for work conducted on a day originally designated as an RDO.
- 10.7. Working on a RDO may occur, subject to satisfying fatigue management requirements, where:
 - 10.7.1. the employee has indicated a preparedness to work on that day; or
 - 10.7.2. Aurizon, having exhausted all other reasonable avenues, may request and the employee may agree to work into, on or out of a RDO.
- 10.8. Work on a RDO will be paid in accordance with clause 24, *Additional Hours*.
- 10.9. The duration of a standalone RDO or the initial RDO of consecutive RDOs, will be 30 hours from 0001 hours on the given day of the RDO to 0600 hours on the day following the RDO, or alternatively a standalone 36-hour RDO with consultation with the workplace consultative roster committee.
- 10.10. A 36-hour RDO is, 36 hours from sign off from the shift prior to the RDO to sign on for the first shift following the RDO. The 36-hour RDO which will include all hours from 0001-2359 on the actual day of the RDO, regardless of whether they finish work before 1200hrs on the day before the actual RDO.
- 10.11. In developing and implementing rosters, Aurizon will, through the local workplace consultative roster process, apply either or a mix of the two forms of standalone RDO durations to individual rosters.
- 10.12. In any case of consecutive RDOs, the first RDO may be:
 - 10.12.1. in accordance with subclauses 10.9 or 10.10; or,
 - 10.12.2. subject to majority support by the employees who will be working on the roster, 30 hours from sign off from the shift prior to the RDO,and
 - 10.12.3. each additional RDO after the first RDO will be 24 hours in duration following the completion of the first RDO.
- 10.13. Where Blank Line rostering occurs, employees may agree to the shifting of exhibited RDOs in a guide roster with less than 28 days' notice. A form letter agreeing to such a change should be signed by the manager and employee concerned on each occasion.

11. HOW CREWS ARE NOTIFIED OF THEIR SHIFTS

Blank Line Rosters

- 11.1. Shifts may be advised to employees at the time of posting the roster for the particular roster cycle. If this does not occur, notification shall be in accordance with the following:
 - 11.1.1. The commencement time of a shift of ordinary hours and the expected shift length shall be notified to the employee/s prior to, during, or at the end of the last shift worked.
 - 11.1.2. In the event that the next shift of ordinary hours is not known by the end of the last shift worked then employee/s will be advised of the next shift, including the expected duration of that shift, during the advice periods specified below:
 - Employees required to sign on after 2400 hours and prior to 0600 hours the following day must be contacted in the "AM" advice period between 0930 hours and 1100 hours;
 - Employees required to sign on after 0600 hours the following day must be contacted in the "PM" advice period between 1600 hours and 1730 hours.

11.1.3. Where an employee has not been advised of their shift in accordance with these notification requirements, such day shall then be treated as if it were an additional RDO (inclusive of overtime payments) as provided for in clause 24 *Additional Hours*.

11.1.4. Where Aurizon has made every effort to contact the employee within the above-mentioned timeframes and the employee has not made or does not make themselves contactable then the employee will receive no payment for the day. Aurizon will maintain records of attempts to contact the employee concerned.

Forecast Rosters

11.2. Operational rosters for the roster cycle will be posted by 1200 hours on the Thursday immediately before the Sunday the roster is to commence. Different timeframes may be agreed to at each Depot if it meets the needs of the business and of the employees at the Depot.

12. REQUEST DAYS

12.1. As a means of addressing an employee's out of the ordinary personal obligations (such as medical appointments, special family commitments, and the like) an employee may make requests not to be rostered on a specific day, or days, during a specific roster cycle.

12.2. Reasonable endeavours will be made to meet the request having regard for the nature of the request and the disruption to the roster, including the allocation of RDOs and the impact on other employees.

12.3. Requests, including the reason, must be submitted no later than three days preceding the posting of the roster for the roster cycle in question. A greater period of notice however may facilitate greater opportunity for the request to be granted.

12.4. It is not the intent for request days to be submitted for regularly occurring events such as sporting or other similar commitments or for extending breaks already provided for during the roster cycle.

12.5. Usually there will be no more than one request day per employee per roster cycle however additional requests will be considered by an employee's manager on a case by case basis.

12.6. Particular attention will be given to regularly occurring requests, which would result in employees not working their share of weekends or other particular shifts.

APPENDIX 4 – DOO SHIFT LENGTHS

A4-1 Introduction

This appendix is included for the purpose of detailing maximum shift lengths based on specific operational circumstances.

A4-2 Maximum rostered shift lengths based on operational circumstances

The maximum rostered shift lengths and a description of the operational circumstances are as follows:

Operational Circumstances	Maximum Shift Rostered length
<p>DOO Mainline - These are shifts where the majority of the shift comprises of driving on the mainline.</p>	9 hours
<p>DOO Shunt - Driver Only Shunt Operation – is the Shunting / Marshalling of a Train / Locomotive when only one Driver is assigned to the operation of such. A qualified person for the purpose of providing assistance for ground work / signal observation / coupling / etc, may accompany the Driver but the shunt is still classified as DOO. At some locations, minor traversing of the mainline will be required.</p>	10 Hours
<p>Mixed DOO on a case by case basis - These are shifts that comprise of mixed mainline and depot / terminal / yard / siding operations. They are to be determined on a case by case basis having regard for the components of work including the amount of driving on the mainline. These shifts shall not usually involve more than 4½ hours driving on the mainline, however, proposals with minor increases over the 4½ hours driving on the mainline may be considered.</p>	10 hours
<p>Like all other train operations shifts, it is a requirement that these DOO shifts may involve other duties such as; train preparation, ground support, car driving, trip servicing, administrative functions etc.</p>	

APPENDIX 5 – RELAY WORKING

Under this Agreement relay working may be undertaken in accordance with the following provisions, which are to be read in conjunction with the Rail Operations Working Hours provisions in clause 19, however, where there is a conflict between the clause 19 provisions and these provisions then these provisions shall prevail.

A5-1. Definition

Relay working is a method of crewing a train to permit continuous operation of the train and requires employees to rotate between work on the locomotive(s) and resting / sleeping in a crew van that is part of the consist of the train.

A5-2. Application & Implementation

- 2.1. The relay work method of crewing shall be an option available to Aurizon in certain operations and will be crewed by Aurizon crews into and out of Western Australia as per the following;
 - Kwinana to Adelaide and return; and,
 - West Kalgoorlie to Cook and return.
- 2.2. A train may be crewed in accordance with the available crewing configurations provided for in this Agreement for different parts of a train’s journey.
- 2.3. Implementation of new (or revised) relay working will, in addition to satisfying any regulatory requirements, be subject to consultation between Aurizon and the employees required to undertake the work and, where the employee so chooses, the employee’s representative. This consultation shall include discussion on issues such as, but not limited to:
 - Frequency of relay operations;
 - Rostering considerations;
 - Distribution of work through the roster;
 - Fatigue management considerations;
 - Relay Operation Working time;
 - Crewing configurations;
 - Time spent in crew van; and
 - Crew amenities.

A5-3. Working arrangements

- 3.1. Relay crews shall comprise of a four person crew (two working / two resting) in accordance with the following trip, shift, rest limitations:

Maximum duration of relay trip*	Maximum work shift per rotation	Minimum rest break per rotation
54 hours	9 hours	8 hours
* The maximum duration of a relay trip is calculated from sign on at the home location to sign off at the home location. Or, in the case of a relay trip that involves a book off away from the home location then the outward and return trips will be calculated as discrete trips.		

- 3.2. Relay working may involve trips where the operation is continuous and the crew cycles through the work / rest rotation for the full duration of the relay job. In other circumstances the relay operation may involve the train terminating and the whole crew going to rest in accommodation away from the crew van.

There may be some circumstances where the whole crew may be required to rest in the crew van. This may arise due to the operation requiring a quick turnaround and / or there being no suitable accommodation. Where such circumstances are proposed the employees involved shall be consulted prior to the operation being implemented.

- 3.3. Relay work / rest rotations will be determined through consultation having regard for the length of the trip, operational requirements, the equal allocation of work / rest and the collective preferences of the employees required to undertake the work.

A5-4. Rostered Rest Prior to Relay Job

- 4.1. An employee is entitled to a minimum rest period of 24 hours prior to the commencement of a relay job.
- 4.2. An employee may request to commence a relay job prior to the minimum rest period however, such requests will be subject to the employee meeting the required fatigue management principles.

A5-5. Rostered Rest at Book Off locations

- 5.1. Subject to subclause 5.2 of this Appendix, relay trips involving book offs shall have the following minimum rostered rest periods at the book off location:

Following a relay trip:	of up to 32 hours -	10 hours
	over 32 hours -	12 hours

- 5.2. In providing rest periods at book off locations, as provided for at subclause 5.1 of this Appendix, the provisions of subclauses 19.17 to 19.19, *Train Crew Rest Periods* shall also apply and the rest periods may be reduced by up to one hour in accordance with those subclauses.
- 5.3. Where operational / return working requirements are such that the prescribed minimum rest periods may be impacted then the minimum break is to be accommodated by the two crews having staggered sign off / sign on times as follows:
 - a) one crew going to rest immediately on arrival and the other crew completing any terminal operations before going to rest; and / or
 - b) where there is terminal / preparation work to be performed before departure one crew signing on earlier to undertake this work.

A5-6. Break at home after a relay job

- 6.1. On return to the employee’s home location following a relay operation the employee shall be entitled to a minimum break as follows:

Type of Relay Trip	Duration of Relay Trip	Minimum Break at Home
Trips not involving a book off and the relay trip is -	48 hours or less	48 hours
	> 48 hours	72 hours
Trips involving a book off and the return relay trip is – NB: These breaks are for crews working relay on both the out and back trips.	48 hours or less	48 hours

- 6.2. For the purpose of covering unplanned matters such as; short notice absences, out of course working and emergencies (as defined), an employee may, at the employee’s discretion, resume earlier than the prescribed minimum hours.
- 6.3. An employee may request to resume work prior to the minimum rest period however, such requests will be subject to the employee meeting the required fatigue management principles.

A5-7. Remuneration

- 7.1. During a relay operation time spent working will be paid at the employee’s rate for the day inclusive of weekend work payment if applicable.

- 7.2. During the relay operation for the service West Kalgoorlie to Cook and return, time spent resting / sleeping in the crew van will be paid at the rate of 100% of the employee's rate for the day inclusive of weekend work payment if applicable. This time is paid on a stand alone basis and will not count towards working time.
- 7.3. During the relay operation for the service Kwinana to Adelaide and return, time spent resting / sleeping in the crew van will be paid 100% payment whilst resting and for that time to count as working time.

A5-8. Expenses

When performing relay working the employee will be paid away from home allowance in accordance with subclause 28.7, *Expenses*. That is, the allowance will be paid for each 8 hours, or part of 8 hours, calculated from the time of signing on at the home location to the time of signing off at the home location.

ATTACHMENT A – RESOLVING DIFFERENCES NOTIFICATION FORM

Employee Name: _____ Position: _____

Department: _____ Location: _____

Contact Number: _____

Do you wish to have a representative? YES / NO

If yes, who is your preferred representative?

Signature: _____

Date: _____

Formalising the Resolving Differences Process

(If more space is required, attach additional information to this form)

What is the nature of the dispute or grievance?

Why is the matter disputed?

What is your desired outcome and why?

Workplace level outcome (to be completed after steps to resolve issue at workplace level)

- Resolved – Send this form and all supporting documents to the Employee Relations Adviser.
- Resolved – Copy of this form and all supporting documents to be placed on depot file.
- Unresolved – Refer to Fair Work Commission.

Supervisor/Manager Signature:

Date:

Employee Signature:

Date:



IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2022/4614

Applicant:

Australia Western Railroad Pty Ltd T/A Aurizon

Written undertaking under section 190 of the *Fair Work Act 2009* (Cth)

Aurizon Bulk (Western Australia) Rail Operations Enterprise Agreement 2022

Dear Registrar

Australia Western Railroad Pty Ltd T/A Aurizon (**Aurizon**) hereby undertakes the following in relation to the *Aurizon Bulk (Western Australia) Rail Operations Enterprise Agreement 2022* (the **Agreement**):

1. Right to request casual conversion

- (a) For the purposes of subclause 9.24 of the Agreement, a regular casual employee also includes a casual employee who:
 - 1) has been employed for 12 months and in the preceding period of 6 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee (as the case may be) under the provisions of the Agreement; and
 - 2) has not, at any time during the preceding period of 6 months, refused an offer of casual conversion; and
 - 3) has not, at any time during the preceding period of 6 months, been given notice of reasonable grounds not to be offered casual conversion or been refused a request for casual conversion on reasonable grounds.
- (b) For the purposes of subclause 9.25 of the Agreement, a regular casual employee who has worked equivalent full-time hours over the preceding period of 6 months' casual employment may request to have their employment converted to full-time employment.
- (c) For the purposes of subclause 9.26 of the Agreement, a regular casual employee who has worked less than equivalent full-time hours over the


preceding period of 6 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.

2. Payment for work on a public holiday

If the total amount an employee is entitled to for work a public holiday is less under subclause 43.5 of the Agreement than they would have received if they were employed under the terms of the *Rail Industry Award 2020 (Award)*, in the next pay cycle, Aurizon will pay the employee any difference between the amount payable under subclause 43.5 and the amount they would have received for work on the public holiday under the terms of the Award.

3. Public holiday not worked

If a full-time employee is rostered to work more than eight (8) ordinary hours of work on a public holiday and does not work that public holiday, that employee will receive a guaranteed payment of 80 ordinary hours for that particular fortnight in accordance with clause 20.5 of the Agreement, regardless of whether only eight (8) ordinary hours of work is allocated to the employee's guaranteed hours in accordance with clause 43.8 of the Agreement.

Date signed:	29 November 2022
For and on behalf of Australia Western Railroad Pty Ltd by: [In accordance with s.190(5) of the FW Act]	Michael J Bourke 
Signature:	