



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Australia Western Railroad Pty Ltd T/A Aurizon
(AG2024/4667)

AURIZON BULK (WESTERN AUSTRALIA) RAIL OPERATIONS ENTERPRISE AGREEMENT 2024

Rail industry

DEPUTY PRESIDENT O'KEEFFE

PERTH, 24 DECEMBER 2024

Application for approval of the Aurizon Bulk (Western Australia) Rail Operations Enterprise Agreement 2024

[1] An application has been made for approval of an enterprise agreement known as the *Aurizon Bulk (Western Australia) Rail Operations Enterprise Agreement 2024 (the Agreement)*. The Application was made pursuant to s.185 of the *Fair Work Act 2009 (the Act)*. It has been made by Australia Western Railroad Pty Ltd T/A Aurizon (**the Applicant**). The Agreement is a single enterprise agreement.

[2] The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022 (Cth)* (Amending Act) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Fair Work Act, that commenced operation on 6 June 2023. The notification time for the Agreement under s.173(2) was 8 August 2024 and the Agreement was made on 18 November 2024. Accordingly, both the genuine agreement and the better off overall test requirements are those applying on and from 6 June 2023.

[3] The Applicant expressed the view that the Agreement passes the Better Off Overall Test (BOOT) and provided a summary of why it expressed this view. Consistent with s.193A(3) of the Act I have given consideration to this view when determining whether the Agreement passes the BOOT. The Australian Rail, Tram and Bus Industry Union who were a bargaining agent expressed a view that the Agreement passes the BOOT.

[4] A potential BOOT concern was identified with respect to permanent night shift workers. I received submissions on this issue from the Applicant and I am satisfied that there are no permanent night shift workers currently engaged, and it is not reasonably foreseeable that any such workers will be engaged during the life of the Agreement. As a result, this concern is resolved.

[5] The Applicant has provided written undertakings (Annexure 1). I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[6] Subject to the undertakings referred to above, I am satisfied that each requirement of ss186, 187 and 188 as are relevant to this application for approval have been met. The undertakings are taken to be a term of the Agreement.

[7] The Australian Rail, Tram and Bus Industry Union lodged a Form F18 statutory declaration giving notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act, I note the Agreement covers the Australian Rail, Tram and Bus Industry Union.

[8] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 23 February 2025. The nominal expiry date of the Agreement is 23 February 2028.



DEPUTY PRESIDENT

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Annexure 1:

IN THE FAIR WORK COMMISSION

FWC Matter No: AG2024/4667

Applicant: Australia Western Railroad Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

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

I, Gabriele Mottershead, Principal Employee Relations, have the authority given to me by Australia Western Railroad Pty Ltd to give the following undertakings with respect to the *Aurizon Bulk (Western Australia) Rail Operations Enterprise Agreement 2024* ("the Agreement"):

1. Clause 9.4(ii) of the Agreement will not be used to withhold any entitlements owing to an employee under the National Employment Standards of the *Fair Work Act 2009* (**Act**), and any deduction pursuant to the deed contemplated by clause 9.4 will be done in accordance with section 324 of the Act.
2. Where the inability under clause 21.1 of the Agreement to attend work as required is due to the taking of personal/carer's leave, notification by the employee to the Company of the taking of personal/carer's leave will be in accordance with section 107(2)(a) of the Act.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Name: Gabriele Mottershead

16 December 2024

Date



Aurizon Bulk (Western Australia) Enterprise Agreement 2024

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 this agreement.



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Part 1: This Agreement and Its Operation

1. Title

This Agreement shall be known as the Aurizon Bulk (Western Australia) Rail Operations Enterprise Agreement 2024.

2. Application

This Agreement applies to the Company 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 22, *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).

3. Interaction With Other Awards and Agreements

- 3.1 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 the Company and its employees covered by this Agreement.
- 3.2 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.

4. Term of Agreement

This Agreement will commence to operate 23 February 2025 after it is approved by the Fair Work Commission. The nominal expiry date of this Agreement is the third anniversary of the day on which this Agreement commenced to operate.

5. Definitions and Interpretations

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

Term	Definition
The Act	The Fair Work Act 2009 (Cth)
Agreement	Aurizon Bulk (Western Australia) Rail Operations Enterprise Agreement 2024
Baseline Roster	Baseline 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 upon at each depot if it meets the needs of the business and the employees at the depot.
Blank Day	Means a notation in a roster covering a period from 0001 to 2359 during which an employee may be rostered to work Ordinary Hours.
The Company	Means Australia Western Railroad Pty Ltd (ACN 094 792 275).
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.
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.
Employee	Means an employee of the Company covered by this agreement.

Former WAGRC Employees	Means employees of the Company who have been continuously employed by the Company, 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).
Guide Roster	Each depot must have at least one Guide Roster per work group. This roster will permanently display all known working times, including sign-on and sign-off times, Blank Days as well as all RDOs (Rostered Days Off) in a depot.
Home Depot	Means the employee's appointed operational base or temporary operational base.
Household Member	Means a person (e.g., an aunt, cousin, or close friend) who lives with the employee. This usually applies to people who live with the employee and have a long-standing and significant relationship with the employee.
Immediate Family	Means: <ul style="list-style-type: none"> • an employee's spouse (including de facto spouse, former spouse or former de facto spouse or same sex partner). • a child (including an adult child, adopted child, foster child, or stepchild) of an employee or an employee's spouse. • a parent, grandparent, grandchild or sibling of an employee or an employee's spouse. In the case of compassionate leave for a bereavement only, 'immediate family' also includes an employee's stepparent, stepsibling, or half-sibling.
NES	National Employment Standards.
Operational Roster	Operational Rosters are the day-of-operations rosters that display alterations to shift start and finish times.
Ordinary Hours	Means an average of 40 hours per week (consisting of 38 hours and 2 reasonable additional hours) averaged over a roster cycle.
Ordinary Rate of Pay	Means the rate of pay for the employee's classification as provided for in clause 22, <i>Rates of Pay</i> , plus <ul style="list-style-type: none"> • For employees who receive an annualised shift work payment. • For an employee in receipt of a casual loading.
Remote Control Shunting (RCS)	Means the operation of a locomotive from a location remote from the locomotive without a driver in the locomotive cab.
Roster Cycle	Means a designated period over which work is arranged and ordinary hours are averaged.
Shift Worker	For the purposes of the 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.
Standalone	Means a payment not included in the calculation of ordinary hours or in the payment for ordinary hours.

6. Consultation

6.1 This clause applies where the Company:

- i. 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
- ii. proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major Change

6.2 For a major change referred to above:

- i. The Company must notify the relevant employees of the decision to introduce the major change; and
- ii. Apply subclauses 6.3-6.9

6.3 The relevant employees may appoint a representative for the purposes of the procedures in this clause.

6.4 If:

- i. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- ii. the employee or employees advise the Company of the identity of the representative; the Company must recognise the representative.

6.5 As soon as practicable after making its decision, the Company must:

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

6.6 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.

6.7 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

6.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in subclauses 6.2, 6.3 and 6.5 above are taken not to apply.

6.9 In this clause, a major change is likely to have a significant effect on employees if it results in:

- i. the termination of the employment of employees; or
- ii. major change to the composition, operation, or size of the Company's workforce or to the skills required of employees; or
- iii. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- iv. the alteration of hours of work; or
- v. the need to retrain employees; or
- vi. the need to relocate employees to another workplace; or
- vii. the restructuring of jobs.

Change to Regular Roster or Ordinary Hours of Work

- 6.10 For a change to the regular roster or ordinary hours of work of employees:
- i. The Company must notify the relevant employees of the proposed change; and
 - ii. Subclauses 6.11-6.14 apply.
- 6.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 6.12 If:
- i. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - ii. the employee or employees advise the employer of the identity of the representative; the Company must recognise the representative.
- 6.13 As soon as practicable after proposing to introduce the change, the Company must:
- i. discuss with the relevant employees the introduction of the change; and
 - ii. for the purposes of the discussion, provide to the relevant employees:
 - all relevant information about the change, including the nature of the change; and
 - information about what the Company reasonably believes will be the effects of the change on the employees; and
 - information about any other matters that the Company reasonably believes are likely to affect the employees; and
 - 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).
- 6.14 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 6.15 The Company must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 6.16 In this clause, relevant employees mean the employees who may be affected by a change referred to in subclause 6.1 above.

7. Dispute Resolution and Grievances

Dispute Resolution

- 7.1 This clause outlines the steps to be followed in the event of a dispute about a matter arising under this Agreement, or in relation to the NES.
- 7.2 Employee/s or the Company may appoint another person, organisation, or association to accompany and/or represent them during the steps outlined below.

Dispute resolution steps:

- 7.3 **Step 1:** Discussions will be held between the employee/s concerned and the relevant leader.
- i. These discussions will be held within 48 hours of the dispute being raised, unless agreed otherwise.
 - ii. If the discussions do not resolve the dispute or if the discussions do not occur, or do not occur within the agreed timeframe, either party may refer it to the next step.
 - iii. Such a referral must be made within 48 hours of the discussions or, if the discussions do not occur, then within 48 hours of the dispute being raised or, if the discussions do not occur within the agreed timeframe, within 48 hours of the agreed timeframe for holding the discussions.

- 7.4 **Step 2:** Discussions will be held between the employee/s concerned and a senior level manager as appropriate.
- i. These discussions will be held within 48 hours of the dispute being referred to Step 2, unless agreed otherwise.
 - ii. If the discussions do not resolve the dispute or if the discussions do not occur, or do not occur within the agreed timeframe, either party may refer it to the next step.
 - iii. Such a referral must be made within 48 hours of these discussions or, if the discussions do not occur, then within 48 hours of the dispute being raised or, if the discussions do not occur within the agreed timeframe, within 48 hours of the agreed timeframe for holding the discussions.
- 7.5 **Step 3:** The employee/s or the Company may refer the dispute to the FWC.
- i. Where such an application is made, the FWC shall first attempt to resolve the dispute through conciliation.
 - ii. Where conciliation does not resolve the dispute, the matter may be determined by arbitration.
 - iii. Where the dispute is subject to arbitration, the decision of the FWC is binding.
- 7.6 The timeframes above do not include Saturdays, Sundays, or public holidays.
- 7.7 While the parties are trying to resolve the dispute using the steps in this clause:
- i. an employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
 - ii. 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:
 - the work is not safe; or
 - applicable occupational health and safety legislation would not permit the work to be performed; or
 - the work is not appropriate for the employee to perform; or
 - there are other reasonable grounds for the employee to refuse to comply with the direction.
- 7.8 In this clause;
- i. **relevant leader** means the employee/s concerned direct leader or manager unless the Company has nominated another person in writing to be the relevant leader for the purpose of this Agreement.
 - ii. **senior level manager** means the manager or direct leader of the relevant leader (manager once removed) unless the Company has nominated another person in writing to be the senior level manager for the purpose of this Agreement.

Grievances

- 7.9 Where an employee has a grievance that is not a dispute in accordance with subclause 7.1 above, subclauses 7.10-7.14 below set out procedures to settle the grievance.
- 7.10 An employee who is a party to the grievance may appoint a representative for the purposes of the procedures in this clause.
- 7.11 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 leaders and/or management.
- 7.12 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.
- 7.13 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.
- 7.14 The parties to a grievance will endeavour to resolve the issues within a reasonable timeframe.

Representation

- 7.15 At any stage in the process, the parties to the dispute or grievance (i.e. an employee who has raised the dispute or grievance and the Company) may be represented by another person. Where an employee nominates another employee to be the representative ("nominated employee representative") the provisions of subclauses 7.16-7.18 below will apply.

Rights of Nominated Employee Representative

- 7.16 A nominated employee representative will, subject to operational requirements, be permitted during working hours to represent employees in accordance with clause 7, *Dispute Resolution and Grievances*.
- 7.17 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.
- 7.18 A nominated employee representative acting in accordance with this provision is entitled to do so without loss of their normal pay.

Raising a Dispute or Grievance

- 7.19 An employee who wishes to raise a dispute or grievance under this clause must utilise *Attachment 1 – Dispute Resolution / Grievance Notification Form*.

Part 2: Contract Of Employment

8. Conditions of Employment

- 8.1 The parties to whom this Agreement applies recognise that employees are obliged to follow the lawful and reasonable directions of the Company.
- 8.2 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 that is incidental or peripheral to their primary function. The Company commits not to promote deskilling by requiring this degree of flexibility.
- 8.3 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.
- 8.4 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.

9. Training Costs

- 9.1 This clause applies to:
- i. employees who commence training for the positions of Trainee Locomotive Driver and Advanced Trainee Locomotive Driver; and
 - ii. employees who commence employment with the Company and are qualified to drive locomotives but require additional training in order to drive locomotives for the Company.
- 9.2 This clause does not apply to employees of the Company employed as Operational Maintainers prior to 21 December 2011 who undertake the training referred to in subclause 9.1 above.
- 9.3 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.
- 9.4 The deed will:
- i. specify the cost of the training; and
 - ii. provide that the Company may deduct, from any amount payable to the employee, any amount owing to the Company under the deed.
- 9.5 By signing the deed, the employee will authorise any deduction by the Company (from any amount payable to the employee) of any amount owing under the deed.
- 9.6 The amount payable by the employee to the Company under the deed:
- i. must not be unreasonable in the circumstances; and
 - ii. 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 completion of the training	75%
Termination more than 6 months but not more than 18 months after completion of the training	50%
Termination more than 18 months but not more than 24 months after completion of the training	25%

10. Forms Of Employment

General Principles and Provisions

- 10.1 An employee may be engaged on a;
- i. full-time basis,
 - ii. part-time basis,
 - iii. fixed-term basis, or
 - iv. casual basis

Full-Time Employment

- 10.2 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

- 10.3 A part-time employee is an employee engaged to work agreed hours, which are fewer than full-time hours.
- 10.4 The arrangement of hours of a part-time employee shall be agreed in writing between the Company and the employee and may be varied by further written agreement.
- 10.5 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 25, *Additional Hours*.
- 10.6 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.
- 10.7 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

- 10.8 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 the Company and the participating employees and set out in the written offers of employment.
- 10.9 In the event that the employment of one of the participants in a job share arrangement is terminated (either by the Company or by the employee), or where the job share arrangement is not consistent with the Company's operational requirements, the Company 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.
- 10.10 Where a job share arrangement is terminated under subclause 10.9 above the Company shall, where available, offer the employee(s) suitable alternative employment.

Fixed Term Employment

- 10.11 An employee may be engaged on a full-time or part-time basis for a fixed term for purposes including project work, peak or short-term additional workload, unplanned absences, etc. The term of employment shall be agreed between the Company and the employee in writing.
- 10.12 Fixed term employment will be managed in accordance with Division 5 Fixed Term Contracts of the Act.
- 10.13 The Company may terminate the employment of a fixed term employee at any time during the term of employment in accordance with clause 12, *Termination of Employment*.

Permanent Employment

- 10.14 A permanent employee is one engaged on a continuing basis and whose employment may be terminated by the Company or by the employee in accordance with clause 12, *Termination of Employment*.

Casual Employment

- 10.15 Casual employees shall be employed and paid by the hour and each separate period of employment shall be arranged by mutual agreement between the Company and the employee.
- 10.16 There shall be no obligation upon the Company to provide or guarantee ongoing employment to a casual employee beyond each separate and agreed period of employment.
- 10.17 The Company 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.
- 10.18 Casual employees shall be paid at the hourly rate of pay in clause 22, *Rates of Pay*, for the classification they are engaged in, plus a loading of 25%.
- 10.19 The casual loading is paid instead of annual leave, paid personal / carer's leave, redundancy payments and the other entitlements and benefits arising out of permanent employment.
- 10.20 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.
- 10.21 A casual employee can request for their employment to be converted from casual to full-time or part-time employment provided:
- i. they have been employed by the Company for a period of 6 months; and
 - ii. during the last 6-month period has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, could continue to work as a full-time or part-time employee.
- 10.22 Casual conversions will be managed in line with the provision of the Act.

Requests For Flexible Working Arrangements

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

11. Individual Flexibility Arrangement

- 11.1 Notwithstanding any other provision of this Agreement, the Company 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 the Company, provided that the flexibility arrangement:
- i. is genuinely agreed to by the Company and the individual employee without coercion or duress; and
 - ii. only varies a term or terms prescribed in subclause 11.3 below; and
 - iii. 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.
- 11.2 The Company must ensure that any individual flexibility arrangement:
- i. is about matters that would be permitted matters if the arrangement were an enterprise agreement; and
 - ii. does not include a term that would be an unlawful term if the arrangement were an enterprise agreement.

- 11.3 The terms of this Agreement that may be varied by a flexibility arrangement include:
- i. arrangements about when work is performed;
 - ii. rates for additional hours;
 - iii. penalty rates;
 - iv. allowances.
- 11.4 For the flexibility arrangement to come into operation, it must:
- i. be provided within 14 days to the employee in writing, name the parties to the agreement and be signed by the Company and the individual employee and, if the employee is under 18 years of age, the employee's parent, or guardian;
 - ii. state each term of this Agreement that the Company and the individual employee have agreed to vary;
 - iii. detail how the application of each term has been varied by the flexibility arrangement between the Company and the individual employee;
 - iv. 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;
 - v. state how the flexibility arrangement can be terminated; and
 - vi. state the date the flexibility arrangement commences.
- 11.5 The Company will give the individual employee a copy of the flexibility arrangement and keep the flexibility arrangement as a time and wages record.
- 11.6 The flexibility arrangement may be terminated:
- i. by the Company or the individual employee giving not more than 28 days' notice of termination, in writing, to the other party; or
 - ii. at any time, by written agreement between the Company and the individual employee.

12. Termination of Employment

Termination by the Company

- 12.1 Termination of an employee's employment may occur by the Company by giving the employee four weeks' notice, or payment of four weeks' pay in lieu of notice. Notice of termination shall be given in writing.
- 12.2 In addition to the notice in subclause 12.1 above, employees over 45 years of age and with not less than two years continuous service at the time of notice are entitled to an additional week's notice or payment in lieu.
- 12.3 Nothing in this Agreement affects the Company'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

- 12.4 An employee may resign from employment by giving the Company four weeks' notice in writing.
- 12.5 Where agreed between the Company and the employee, a shorter period of notice may be given without forfeiture of pay.

Exceptions

- 12.6 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

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

13. Redundancy

- 13.1 Redundancy occurs in circumstances where the Company decides that it no longer requires the position that an employee has been doing to be done by anyone and there is no suitable alternative position for the employee. A redundancy is not triggered by the ordinary and customary turnover of labour.
- 13.2 This clause shall not apply to casual or fixed term employees.

Suitable Alternative Position

- 13.3 An employee may be redeployed to a suitable alternative position. For the purpose of this clause a suitable alternative position includes, but is not limited to:
- i. a position which is suitable given the employee's skill base, competence and experience or is suitable after the provision of appropriate training and such training is provided by the Company at no cost to the employee; and
 - ii. which attracts the same or no less favourable terms and conditions of employment overall; and
 - is a position elsewhere within the Company; or
 - is a position with another related entity to the Company; or
 - is a position with an unrelated entity.

Managing Redundancy

- 13.4 The Company shall implement reasonable retraining, transfer, redeployment, and voluntary relocation in order to minimise / avoid redundancy.
- 13.5 An employee who is redeployed must undertake any necessary training or competency development.
- 13.6 An employee who is redeployed to a suitable alternative position that requires a change to their residence, will have access to the applicable relocation benefits in accordance with the Company's Relocation Benefits Standard, as amended from time to time.
- 13.7 The Company may call for expressions of interest for voluntary redundancy, however the Company shall be under no obligation to offer voluntary redundancy to any employee who expresses interest in such a redundancy.
- 13.8 The Company 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 the Company's operational requirements.
- 13.9 Employees whose positions are no longer required shall be provided with access to applicable counselling services and reasonable paid leave for attendance at these support services.

Transfer of Business

- 13.10 In the event of a transfer of business where:
- i. the employee is offered a position with the new employer (regardless of whether the employee accepts such employment); and
 - ii. 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,
 - iii. the new employer recognises the employee's service with the Company,
- the employee shall not be entitled to the redundancy payments prescribed by this clause.

- 13.11 Where there is no transfer of business and the Company is successful in providing an employee with suitable alternative employment, the Company will not be obligated to pay the employee the redundancy 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.

Employee Leaving During Notice Period

- 13.12 An employee given notice of termination due to redundancy may reach an agreement with the Company for an earlier date of termination. In such circumstance the employee will be paid all entitlements calculated on the agreed earlier termination date.

Redundancy Pay

- 13.13 Employees who have their employment terminated due to redundancy shall be entitled to notice in accordance with clause 12, *Termination of Employment*, and will receive redundancy pay calculated as follows:

Period of Continuous Service	Redundancy 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' redundancy pay.

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

- 13.15 Redundancy pay is calculated on the employee's ordinary rate of pay.

- 13.16 The maximum amount payable under this subclause 13.13 above shall be 52 weeks' pay.

Preservation of Redundancy Entitlements for Certain Employees

- 13.17 Employees who were employed before 19 February 2019 and who have their employment terminated due to redundancy (including Former WAGRC Employees), 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 12, *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 12, *Termination of Employment*.
- 13.18 For the calculation of redundancy payments for employees referred to in subclause 13.17 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 23, *Saturday & Sunday Payment*, calculated over the 12 months immediately preceding the date of termination of employment.
- 13.19 The maximum amount payable in subclause 13.6 above, does not apply to employees referred to in subclause 13.17.

Continuous Service for Former WAGRC Employees

- 13.20 For the purposes of subclause 13.13, "continuous service" means:
- all service with the Company and its related entities as per the definition of Former WAGRC Employees in clause 5, *Definitions and Interpretations*; and,
 - 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.
- 13.21 To avoid any uncertainty, service with the Company 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.

14. Employee Transfers

Permanent Transfer – Company Initiated

- 14.1 Where the Company requires an employee to transfer permanently from one depot to another the Company will consult with the employee and, where requested by the employee, the employee's nominated representative.
- 14.2 The Company will give appropriate consideration to both the employee's personal circumstances, including family or caring responsibilities, as well as the Company's operational requirements.
- 14.3 Where an employee is permanently transferred, they will be given priority for selection should their original position become available at their previous Home Depot. In the case where multiple employees qualify for priority consideration under this subclause, the selection will be determined based on merit.
- 14.4 If an employee is being transferred for reasons other than redundancy and the parties involved cannot agree on how the permanent transfer should proceed, the matter will be dealt with according to clause 7, *Dispute Resolution and Grievances*.

Expressions Of Interest

- 14.5 Where opportunities for transfers to fill permanent or temporary vacancies arise (excluding those circumstances covered in subclauses 14.6, *Transfer To Selected Locations – Waiting List*, 14.10-14.11, *Permanent Transfer – Employee Initiated* and 14.12-14.13, *Cross Transfer Between the Company Locations*), the Company will call for expressions of interest from employees.

Transfer To Selected Locations – Waiting List

- 14.6 Employees with more than 2 years' continuous service at their appointed Home Depot can nominate to transfer to any other 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

- 14.7 Employees may be transferred under a Term Transfer arrangement. This occurs when an employee agrees to transfer to another location to meet the Company's requirements for a period of greater than four weeks and up to two years.
- 14.8 An employee agreeing to transfer under these terms shall:
 - i. be guaranteed a return to their original Home Depot (or other agreed location), within their classification at the end of the agreed term; and,
 - ii. be provided with any other agreed additional support required.

Relocation Assistance

- 14.9 In relation to subclauses 14.1-14.8 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 as per the Company's Relocation Benefits Standard, as amended from time to time. This Standard includes, but is not limited to, reasonable costs incurred in relation to meals, accommodation, travel and removalist expenses, a relocation allowance for the employee and dependents, as well as financial assistance with the sale of the employee's existing residence and purchase of a new residence.

Permanent Transfer – Employee Initiated

- 14.10 Employees may apply to transfer from one location to another irrespective of whether a vacancy exists or not. The Company will consider operational requirements as well as any relevant issues raised by the employee to support the request.
- 14.11 Where the Company approves the transfer, it will be at the employee's own expense and in their own time. If relocating during rostered hours, employees must use annual leave, long service leave or leave without pay.

Cross Transfer Between the Company Locations

- 14.12 Employees may apply to cross transfer between the Company locations. The Company will consider operational requirements as well as any relevant issues raised by the employee to support the request.
- 14.13 Where the Company approves the cross transfer, it will be at the employee's own expense and in their own time. If relocating during rostered hours, employees must use annual leave, long service leave or leave without pay.

Temporary Transfer

- 14.14 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 the Company.
- 14.15 Temporary transfer process:
- i. The Company calls for expressions of interest with all volunteers equitably sharing in the requirement to work on temporary transfer.
 - ii. Where there are no 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.
- 14.16 Should an employee refuse a temporary transfer request then the Company 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, the Company may require the employee to undertake the temporary transfer.
- 14.17 A minimum of seven days' notice of temporary transfer shall be provided unless a shorter period of notice is agreed to by the employee.
- 14.18 The Company will provide the employee with appropriate accommodation, as provided for in *Appendix B – 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*.
- 14.19 The time taken to travel to the temporary transfer location shall be deemed working time for the roster period in which it occurs.
- 14.20 The Company shall provide transport to and from the temporary transfer location where the employee indicates an inability to use their own transport.
- 14.21 The employee shall be compensated for use of their own vehicle to travel to and from the temporary transfer location in accordance with clause 28, *Expenses*.
- 14.22 Expenses shall be paid for the entirety of the transfer arrangement, inclusive of days off and approved leave, except where the employee takes approved leave for a period exceeding 4 days.

Transfers for Former WAGRC Employees

- 14.23 An employee who is required to permanently transfer away from the employee's appointed location as at 17 December 2000, can elect to refuse the transfer and, if no other suitable positions are available with the Company in Western Australia, the employee's employment may be terminated pursuant to clause 13, *Redundancy*
- 14.24 Where an employee is transferred under the circumstances dealt with in subclauses 14.1-14.4, *Permanent Transfer – Company Initiated*, 14.6, *Transfer To Selected Locations – Waiting List*, 14.10-14.11, *Permanent Transfer – Employee Initiated* and 14.12-14.13, *Cross Transfer Between the Company Locations*, the employee will lose the appointed location protection as provided for in subclause 14.23 above.
- 14.25 Where an employee is transferred for a period of up to two years as provided in subclauses 14.7-14.8, *Term Transfer*, the employee will not, as a consequence of that transfer, lose the appointed location protection as provided for in subclause 14.23 above.

15. Disciplinary Matters

- 15.1 Employee disciplinary matters will be managed in accordance with the Company's Managing Unacceptable Conduct Procedure, as amended from time to time.
- 15.2 The following principles underpin this Procedure:
- i. employees will be treated in a manner that is fair, consistent, equitable and respectful.
 - ii. employees will be afforded both procedural and substantive fairness.
 - iii. where unacceptable conduct is alleged, the information gathering and decision-making process will be undertaken in an appropriate, impartial, and timely manner.
 - iv. employees may be accompanied by a support person at any stage of the process.
 - v. employees may access confidential counselling support at any stage of the process.

16. Rail Safety Accreditation, Licences & Qualifications

- 16.1 Employees engaged in Rail Safety Work are required to be accredited, obtain, and hold relevant qualifications and satisfy medical standards.
- 16.2 Both the Company 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

- 16.3 Subject to subclause 16.4 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:
- i. take unpaid leave; and/or
 - ii. take accrued paid leave, subject to meeting evidentiary requirements for such leave; and/or
 - iii. 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.
- 16.4 In circumstances where the loss of the permit, licence or qualification is:
- i. permanent; or
 - ii. likely to extend beyond six months; or,
 - iii. where there are no suitable positions to which the employee can be temporarily placed,
- the Company and the employee shall discuss alternative work arrangements, but this will not limit the Company's right to terminate the employee's employment in accordance with this Agreement.

- 16.5 Where an employee is determined to be temporarily or permanently unfit for duty and undertakes alternative employment that results 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 this alternative employment.
- 16.6 Where the Company'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, the Company 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.

17. Health Assessments

- 17.1 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:
- i. Fit for Duty Unconditional
 - ii. Temporarily Unfit for Duty
 - iii. Fit for Duty Conditional
 - iv. Fit for Duty Subject to Review
 - v. Fit for Duty Subject to Job Modification
 - vi. Permanently Unfit for Duty
- 17.2 The Company will pay the 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.
- 17.3 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, the Company will pay the cost of further medical testing only in respect of new, or suspected new, medical conditions. The Company will not pay the cost of investigating existing, known medical conditions.
- 17.4 Where subsequent testing reveals no new condition impacting the employee's assessment, the employee will be reimbursed for any leave taken solely as a consequence of the provisional classification.
- 17.5 The above provisions do not exclude any obligations arising under Workers' Compensation legislation where applicable.

18. Stand Down

- 18.1 The Company may stand down an employee without pay for any period during which the employee cannot be usefully employed for one of the following reasons:
- i. Industrial action (other than industrial action organised or engaged in by the employer).
 - ii. A breakdown of machinery or equipment, if the employer cannot reasonably be held responsible for the breakdown.
 - iii. A stoppage of work for any cause for which the employer cannot reasonably be held responsible.
- 18.2 As soon as practicable and prior to any definite decision to stand down employees covered by this Agreement, the Company 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.

- 18.3 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 their own employment without the provision of notice as usually required under the terms of subclauses 12.4 and 12.5, *Termination by the Employee*.
- 18.4 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.
- 18.5 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:
- i. as required by the Company at the end of the stand down period; or
 - ii. 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.
- 18.6 An employee who has been stood down is entitled to payment for any public holiday occurring during the period of stand down.

Part 3: Hours of Work

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 the Company'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 subclause 19.3 below, generally the working hours arrangements for employees shall be as follows:
- i. The length of the roster cycle shall usually be two weeks in duration but may be increased to a maximum of four weeks in accordance with the following:
 - Increases in the roster cycle length shall be subject to the Company's approval based on the suitability of the proposed cycle length to the operations of the depot; and
 - The implementation of a change to the roster cycle length, following the Company's approval in principle, shall then be subject to majority support by the employees working on that roster.
- 19.3 Following the Company'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 four 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 21.5, *Guaranteed Hours*.

Rostered Shift Lengths

Train Crew

- 19.4 Subject to subclause 19.5 below, the minimum shift length for rostered shifts shall be eight hours for all shifts including DOO shifts.
- 19.5 For attendance at meetings, health assessments, training courses and non-operational activities, the minimum rostered shift length shall be four hours.
- 19.6 Employees may be rostered for shifts, other than DOO shifts, of up to twelve hours.
- 19.7 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 will hold either a Cert IV Train Driving (the TLI number may be amended from time to time), or equivalent competencies.	
Two qualified Locomotive Drivers with full road knowledge	12 hours
A qualified Locomotive Driver with at least 50% of the road knowledge and a second qualified Locomotive Driver with the remaining 50% of the road knowledge. Locomotive Drivers will alternate driving duties to the extent of their road knowledge.	12 hours
A Tutor Driver with full road knowledge and qualified Locomotive Driver with or without road knowledge	12 hours
A Tutor Driver and Advanced Trainee	12 hours
A qualified Locomotive Driver with knowledge of the road operating the train, and Advanced Trainee Locomotive Driver. The ATLD is not able to operate the train.	10 hours
A Tutor Driver and a Drivers' Assistant	10 Hours
A qualified Locomotive Driver with knowledge of the road and Driver's Assistant	10 hours

19.8 Shift lengths for Train Crew learning roads may be in the following configurations:

Configuration	Rostered Shift Length
A Route Tutor and a qualified Locomotive Driver without road knowledge	12 Hours
As a third person on a train with a 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

19.9 Shift lengths for Train Crew for Driver Only Operations:

Operational Circumstances	Maximum Rostered Shift Length
DOO Mainline These are shifts where the majority of the shift comprises of mainline driving.	9 hours
DOO Shunt The Shunting or Marshalling of a Train or Locomotive by a single Driver. A qualified individual may accompany the Driver to assist with tasks such as groundwork, signal observation, and coupling etc; however, the operation remains classified as DOO. At some locations, minor traversing of the mainline will be required.	10 Hours
Mixed DOO on a case-by-case basis These shifts involve both mainline driving and depot, terminal, yard, or siding operations. They are to be determined on a case-by-case basis, considering the components of work, including the amount of time spent driving on the mainline. Typically, these shifts shall not usually exceed 4½ hours of mainline driving; however, proposals with minor increases over the 4½ hours mainline driving may be considered.	10 hours
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.	

Operational Maintainers

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

Extension Of Rostered Hours

- 19.13 Subject to subclause 19.14 below, employees may be required to work additional hours beyond the rostered hours due to operational requirements.
- 19.14 An employee may refuse to work additional hours beyond their 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:
- any risk to the employee's health and safety;
 - the employee's personal circumstances including any family or caring responsibilities;
 - the needs of the workplace or the Company;
 - the notice (if any) given by the Company of the requirement to work those additional hours and the notice given by the employee of their intention to refuse; and
 - any other relevant matter.

- 19.15 In the case of an emergency:
- i. employees may be required to work shifts (other than DOO shifts) up to a maximum of 14 hours; and,
 - ii. 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.
- 19.16 "Emergency" for the purposes of subclauses 19.13-19.15 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

- 19.17 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.
- 19.18 The maximum number of hours in a fortnightly roster cycle that an employee may work is 120 hours.
- 19.19 The maximum number of ordinary shifts shall be an average of five shifts per week averaged over the roster cycle.
- 19.20 An employee may not be required to work more than 12 shifts in a two-week roster cycle.
- 19.21 An employee is entitled to a minimum break of 36 hours after the employee has worked seven 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.

Rest Periods

Train Crew

- 19.22 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

- 19.23 A rest period of at least 12 hours shall be provided following any shift exceeding 12 hours.
- 19.24 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.

Operational Maintainers

- 19.25 Operational Maintainers are entitled to a minimum rostered rest period between shifts of 12 hours at the employees' home location.
- 19.26 Operational Maintainers 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 19.16 above.
- 19.27 Where an Operational Maintainers has attended a callout, without having the minimum rostered rest period:
- i. 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
 - ii. 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.

- 19.28 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 a Company vehicle at the end of a period of work.

Meal Breaks

On any shift that exceeds five hours employees shall be entitled to take meals as follows:

Train Crew

- 19.29 Where two qualified drivers (including Tutor Drivers) operate a train, they will alternate driving duties to take their meals without stopping the train.
- 19.30 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 Company.

Operational Maintainers

- 19.31 Employees are entitled to a 30-minute paid break, scheduled by the Company to commence before the end of the fifth hour of the shift.
- 19.32 For shifts exceeding 10 hours, an additional 10-minute paid break is required.
- 19.33 By agreement between the employee and the Company a paid break may be taken at any time during the shift.
- 19.34 All breaks will be timed to minimise operational disruptions.

Shift Cancelled

- 19.35 Employees will be paid a standalone payment of 2 hours' pay at the employee's ordinary rate of pay where the employee:
- i. is advised less than 2 hours before commencing work that they are not required for work; or
 - ii. is unable to be contacted and reports for work and is advised within 30 minutes of reporting for work that they are not required for work.
- 19.36 The Company will record the attempts made to contact the employee prior to the commencement of the employee's rostered shift.
- 19.37 Where an employee is rostered for work and given at least 2 hours' notice before their rostered sign-on time that they are not required for work, the employee shall not be entitled to the payment.
- 19.38 Where an employee has been at work for more than 30 minutes, they will be deemed to have commenced the shift and will be paid for the rostered shift.

Alteration to Sign-on Times

- 19.39 More than 12 hours before the sign-on time of a rostered shift, the Company may alter the sign-on time.
- 19.40 Less than 12 hours before the sign-on time of a rostered shift, the Company may on one occasion, bring forward the sign-on time of the shift by up to 2 hours.
- 19.41 Less than 12 hours before the sign-on time of a rostered shift, the Company may on one occasion, defer the sign-on time of the shift by up to 3 hours.
- 19.42 By agreement between the Company and the affected employee, sign-on times of shifts may be altered outside the parameters in subclauses 19.40 and 19.41 above.

- 19.43 Employees will take reasonable measures to ensure they are contactable prior to the sign-on of their rostered shift.
- 19.44 If an employee cannot be contacted for an earlier sign-on time, the original sign-on time will stand.
- 19.45 If an employee has reported for duty, the sign-on time will not be changed.
- 19.46 An employee may be asked for an explanation if the Company identifies a pattern of not being contactable.

Alteration to Sign-on Times Payment

- 19.47 Where sign-on times are altered in accordance with subclauses 19.40 and 19.41 above, the affected employee will be paid a shift adjustment payment of:
- i. One hour at the ordinary rate of pay for a shift brought forward between 1 and 2 hours.
 - ii. One hour at the ordinary rate of pay for a shift deferred between 2 and 3 hours.
- 19.48 Where sign-on times are altered in accordance with subclause 19.42 above, the affected employee will be paid one hour at their ordinary rate of pay for each hour outside of the above (by agreement).
- 19.49 The payments in subclauses 19.47 and 19.48 will be paid as standalone.
- 19.50 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

- 19.51 Rosters shall be arranged in accordance with the Company's fatigue management policies and in the case of Train Crew, *Appendix C – Train Crew Rostering Principles* shall also be observed.
- 19.52 Fatigue scores shall be posted on the Live Wall.

20. Rostered Days Off

- 20.1 An average of four rostered days off (RDOs) for each fortnight of a roster cycle will be incorporated into a roster at the time of posting.
- 20.2 RDOs may be grouped together or allocated separately and the Company, 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

- 20.3 RDOs will be shown on Guide Rosters and may be moved in the process of creating Baseline Rosters.
- i. For Operational Maintainer employees, a maximum of 2 RDOs may be moved in the process of creating Baseline Rosters.
- 20.4 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 and caring responsibilities must be taken into consideration. If the movement of the RDO's is considered unreasonable the Company shall not move the RDO's.
- 20.5 Once the Baseline Roster for the roster cycle has been posted, the RDOs may only be moved with the agreement of the employee concerned.
- 20.6 Where an employee agrees to move the originally designated RDO, no additional hour's payments will be made for work performed on the day originally designated as an RDO.

Working on an RDO

20.7 Working on a RDO may occur, subject to satisfying fatigue management requirements, where:

- i. the employee has indicated a preparedness to work on that day; or
- ii. the Company, having exhausted all other reasonable avenues, requests the employee, and
- iii. the employee agrees, to work on, or on part of, an RDO.

20.8 Work on a RDO will be paid in accordance with clause 25, *Additional Hours*.

Time Period for an RDO

20.9 The minimum duration of a single RDO will be either of the following periods:

- i. 30 hours from 0001 hours on the day of the RDO to 0600 hours on the day following the RDO; or
- ii. For Operational Maintainer employees, 36 hours from sign-off from the shift prior to the RDO, to sign-on for the first shift following the RDO.
- iii. For Train Crew employees, 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 must include a full period from 0001-2359, regardless of whether the shift finishes before 1200 hours on the day before the 36-hour RDO.

For example, but not limited to:

Monday		Tuesday		Wednesday	
0001-1000	RDO36 1001-2359			0001-1000	

20.10 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.

21. General Working Arrangements

Notice Required If Unable to Attend

- 21.1 If an employee is unable to attend work as required, they will provide their leader, or another authorised person, with a minimum of 1 hours' notice to permit alternative arrangements to be made.
- 21.2 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

- 21.3 Employees are required to provide their regular contact number(s) for notifications about changes to their roster, working arrangements or for callouts. Notification procedures will follow any existing rostering principles or individual arrangements between the Company and employee involved.

Mutual Exchange of Shifts

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

Guaranteed Hours

- 21.5 Unless otherwise provided for in this Agreement, the Company shall guarantee full-time employees an average of 40 hours work per week, or equivalent pay, averaged over the roster cycle.
- 21.6 The guaranteed hours for a part-time employee shall be the agreed hours referred to in subclause 11, *Part-Time Employment*
- 21.7 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.
- 21.8 The requirement to work further hours shall not be applied on designated Rostered Days Off.

- 21.9 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.
- 21.10 Any paid leave taken during a roster cycle will count towards the guaranteed hours for that roster cycle.
- 21.11 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 the Company will not be required to pay the guaranteed hours for that pay period.
- 21.12 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 guaranteed hours.
- 21.13 Employees shall be paid for the full rostered shift where an employee remains available for work but is released from duty early at the Company's discretion.

Part 4: Remuneration and Other Payments

22. Rates of Pay

22.1 The rates of pay are shown below:

Classification	10 Dec 2024 5.2%			First anniversary of commencement date 4.5%			Second anniversary of commencement date 4.3%		
	Hourly	Fortnightly	Annually	Hourly	Fortnightly	Annually	Hourly	Fortnightly	Annually
Non-Shift Workers (includes 1.3% in lieu of leave loading)									
Operational Maintainer Level 1	\$35.03	\$2,802.67	\$73,102.76	\$36.61	\$2,928.79	\$76,392.39	\$38.18	\$3,054.72	\$79,677.27
Operational Maintainer Level 2	\$41.56	\$3,324.90	\$86,724.30	\$43.43	\$3,474.52	\$90,626.90	\$45.30	\$3,623.92	\$94,523.86
Operational Maintainer Level 3	\$43.33	\$3,466.43	\$90,415.90	\$45.28	\$3,622.42	\$94,484.62	\$47.23	\$3,778.18	\$98,547.46
Operational Maintainer Level 4	\$45.95	\$3,676.35	\$95,891.38	\$48.02	\$3,841.79	\$100,206.50	\$50.09	\$4,006.98	\$104,515.38
Shift Workers (includes 1.9% in lieu of leave loading)									
Operational Maintainer Level 1	\$35.24	\$2,819.27	\$73,535.71	\$36.83	\$2,946.13	\$76,844.82	\$38.41	\$3,072.82	\$80,149.15
Operational Maintainer Level 2	\$41.81	\$3,344.56	\$87,237.12	\$43.69	\$3,495.06	\$91,162.80	\$45.57	\$3,645.35	\$95,082.81
Operational Maintainer Level 3	\$43.59	\$3,487.02	\$90,953.03	\$45.55	\$3,643.94	\$95,045.92	\$47.51	\$3,800.63	\$99,132.90
Operational Maintainer Level 4	\$46.23	\$3,698.20	\$96,461.13	\$48.31	\$3,864.61	\$100,801.89	\$50.38	\$4,030.79	\$105,136.38
Train Crew (includes 1.9% in lieu of leave loading and a shift work component)									
Trainee Locomotive Driver	\$38.21	\$3,056.79	\$79,731.21	\$39.93	\$3,194.35	\$83,319.12	\$41.65	\$3,331.71	\$86,901.85
Advanced Trainee Locomotive Driver	\$45.31	\$3,624.51	\$94,539.29	\$47.35	\$3,787.62	\$98,793.56	\$49.38	\$3,950.49	\$103,041.69
Terminal Driver	\$51.61	\$4,128.86	\$107,694.32	\$53.93	\$4,314.66	\$112,540.57	\$56.25	\$4,500.19	\$117,379.82
Locomotive Driver	\$57.35	\$4,587.94	\$119,668.58	\$59.93	\$4,794.39	\$125,053.67	\$62.51	\$5,000.55	\$130,430.98
Tutor Driver	\$63.12	\$5,049.89	\$131,717.85	\$65.96	\$5,277.14	\$137,645.16	\$68.80	\$5,504.05	\$143,563.91

Leave Loading – Operational Maintainers

22.2 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 22.1 above:

- i. Employees who accrue annual leave at 4 weeks per year - 1.3%
- ii. Employees who accrue annual leave at 5 weeks per year - 1.9%

22.3 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 33.1 and 33.2, *Annual Leave*.

23. 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.

24. 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

- 24.1 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.
- 24.2 The annualised shift work payment shall be paid for all purposes including paid leave.
- 24.3 The annualised shift work payment shall be calculated from the Guide 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 24.6 of this clause to arrive at the amount per employee per week.
 - **Step 6:** the per week amount at Step 5 is multiplied by two to arrive at the fortnightly amount then multiplied by 313 and divided by 12 to arrive at the annual amount.
- 24.4 In the event that the Guide 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, the Company will vary the payment to take account of the roster changes.
- 24.5 The Company shall provide a minimum of two weeks' notice in any case where the payment will decrease.

Occasional Shift Work Allowance Payment

- 24.6 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 \$10.90 per hour for all ordinary hours worked between 1800 and 0600 hours.
- 24.7 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.
- 24.8 The shift work rate in subclause 24.6 above shall be maintained at 25% of the hourly rate of pay for an Operational Maintainer Level 3 (shift workers) in clause 22.1, *Rates of Pay*.

25. Additional Hours

- 25.1 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.
- 25.2 Employees shall be paid for additional hours at the rate of 1.7 times their ordinary rate of pay.
- 25.3 All time worked in excess of the rostered hours for a shift will be stand alone.

- 25.4 Additional hours payments shall be paid only once for any additional hours worked.
- 25.5 Employees who work their Rostered Day Off will be paid the additional hours rate in accordance with subclause 25.2 and the payment will be stand alone. Where an employee remains available for work but is released from duty early at the Company's discretion, the employee will be paid for the full rostered shift.

26. Additional Responsibilities

- 26.1 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 and 27.3 below, where an employee undertakes DOO, the employee shall be paid 20% of the Locomotive Drivers' ordinary rate of pay.
- 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 the Company that there are opportunities for the introduction of RCS within the Company's operations, the Company may implement RCS operations subject to subclause 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 an 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 an 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.

Route Tutor Allowance

- 27.10 Route Tutors are qualified Locomotive Drivers with full route knowledge who have been trained to provide route tuition.
- 27.11 Route Tutors will be paid an allowance of \$40 per shift when providing tuition.
- 27.12 When rostered on any shift to provide route tuition in the Baseline Roster, a Route Tutor will receive this allowance for the shift whether route tuition is provided or not.

- 27.13 Where Route Tutors are required, the Company will call for expressions of interest from qualified Locomotive Drivers. The selection of Route Tutors from the expressions of interest will be at the discretion of the Company.
- 27.14 If following the selection process, there is an insufficient number of Route Tutors, the Company may request qualified Locomotive Drivers at a depot to become Route Tutors by agreement.
- 27.15 The Company or the Route Tutor may request the Route Tutor be rostered for one shift with a Tutor Driver for upskilling at any time.

Distributed Power Allowance

- 27.16 Subject to subclause 27.19 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 27.17 and 27.18 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.
- 27.17 A Locomotive Driver, who is rostered to work, and actually works, a shift in accordance with subclause 27.16 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.
- 27.18 A Locomotive Driver who is required to operate a train in accordance with subclause 27.16 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.
- 27.19 In subclauses 27.16-27.18 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.
- 27.20 The rate of allowance in subclauses 27.16 and 27.18 above shall be fixed for the period of operation of this Agreement.

Held Away from Home Payment

- 27.21 An employee, involved in the running of trains, who books off away from the employee's Home Depot, for reasons other than a temporary transfer, for more than 9 hours will be paid a Held Away from Home Payment.
- 27.22 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 9 hours.
- 27.23 Time paid in accordance with the provision of subclauses 27.21 and 27.22 above will not count as time worked except, to the extent necessary, to achieve the guaranteed hours.

Operational Maintainer Mentoring Allowance

- 27.24 An Operational Maintainer Level 3 employee rostered to provide mentoring to other Operational Maintainers will receive a payment of \$27.50 per applicable shift.
- 27.25 Mentoring may be provided to:
- i. Operational Maintainer Level 2 employees to consolidate practical and theoretical training, or
 - ii. Operational Maintainer Level 3 employees requiring location or task-specific mentoring to achieve competency.
- 27.26 When rostered on any shift to provide mentoring in the Baseline Roster, the employee will receive this allowance for the shift whether mentoring is provided or not.
- 27.27 During a mentoring shift, the employee delivering the required mentoring will receive the payment.
- 27.28 The nominated Operational Maintainer Level 3 will provide mentoring to one employee at a time until the completion of the shift, or as directed by their leader.

- 27.29 Mentoring shifts will be equitably shared between the Operational Maintainers Level 3 employees at the depot.

Drivers' Assistant Allowance

- 27.30 Drivers' Assistants are qualified employees trained to perform a Driver's Assistant role, *Appendix A – Classification Indicative Duties and Requirements*.
- 27.31 Drivers' Assistants will be paid an allowance of \$40 per shift.
- 27.32 Where Drivers' Assistants are required, the Company 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 the Company.
- 27.33 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 the Company's business will be paid in accordance with the following provisions and the Company'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 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>	<u>Lunch</u>	<u>Dinner</u>		
		\$33.90	\$38.10	\$64.95		
Perth metro area	\$180.00	\$136.95			\$23.95	\$340.90
Albany	\$193.00	\$136.95			\$23.95	\$353.90
Bunbury	\$170.00	\$136.95			\$23.95	\$330.90
Geraldton	\$165.00	\$136.95			\$23.95	\$325.90
Kalgoorlie	\$181.00	\$136.95			\$23.95	\$341.90
Northam	\$214.00	\$136.95			\$23.95	\$374.90
Esperance	\$180.00	\$136.95			\$23.95	\$340.90
Other regional areas	\$141.00	<u>B'fast</u>	<u>Lunch</u>	<u>Dinner</u>	\$23.95	\$301.90
		\$33.90	\$38.10	\$64.95		
		\$136.95				

- 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 the Company 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 1 July 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 the Company 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 \$37.55 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 1 July each year, to the nearest 5 cents.

Temporary Transfer (Living Away from Home)

- 28.9 Where the Company provides an employee who is away from their usual place of residence on Temporary Transfer with accommodation as outlined in *Appendix B – Accommodation Minimum Standards*, or where an employee on Temporary Transfer elects to stay in private accommodation, an allowance of \$160.90 per day (0001 to 2400 hours) will be paid. 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 Company.
- 28.10 The Temporary Transfer 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 1 July 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	\$112.65	0001 hours and 0800 hours	\$37.55
0801 hours and 1600 hours	\$75.10	0801 hours and 1600 hours	\$75.10
1601 hours and 2400 hours	\$37.55	1601 hours and 2400 hours	\$112.65

- 28.12 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 1 July each year, to the nearest 5 cents.

Meal Expenses Not Involving an Overnight Stay

- 28.13 Subject to approval by the Company, reasonable costs incurred by an employee for meals (light meals/sustenance) while on the Company 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

- 28.14 Where the Company approves and employees agree to use their own vehicles to transport themselves to and from their temporary work location as outlined in subclauses 14.14 and 14.15, *Temporary Transfer*, the employees are entitled to claim a cents-per-kilometre rate for the distance travelled as provided in subclause 28.15 below.
- 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 1 July each year.

Cents per kilometre	88 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 the Company’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:
- Kalgoorlie – \$10.50 per week
 - Esperance - \$8.20 per week
 - 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, 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:
- a spouse; or
 - 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.

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 1 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, the Company makes available a location payment or rental assistance ("location based payment") for employees at any of the locations stated in subclause 29.1 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 the Company 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 annual rate of pay multiplied by 12 and divided by 313. The hourly rate is the fortnightly rate divided by 80.
- 30.4 Hourly rates of pay on payslips are shown in cents per hour, due to rounding factors the hourly rate shown on payslips may differ from the hourly rates displayed in clause 22, *Rates of Pay*.

31. Recovery Of Overpayment

- 31.1 Where an employee has received an overpayment of wages, allowances or expenses payable under this Agreement, and the Company intends to recover the overpayment, the Company shall notify the employee, in writing, of the overpayment, the reason for the overpayment and of the Company's intention to recover the overpayment.
- 31.2 The Company 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 the Company'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 above, the matter may be dealt with under clause 7, *Dispute Resolution and Grievances*.
- 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 7, *Dispute Resolution and Grievances*.

32. Superannuation

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

Part 5: Leave

33. Annual Leave

Entitlement

- 33.1 Employees shall be entitled to four weeks paid annual leave per year.
- 33.2 Shift workers will be entitled to an additional 1 week's paid annual leave per year.

Annual Leave Accrual and Payment

- 33.3 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.
- 33.4 Annual leave shall be paid at the employee's ordinary rate of pay.

Taking Annual Leave

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

Maximum Accrual

- 33.6 An employee may, subject to agreement with the Company, 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. the Company 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

- 33.7 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.

Deduction of Annual Leave

- 33.8 For the purpose of deducting 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 deducted the ordinary time that would otherwise have been worked during the period of annual leave.

Rostering Annual Leave

- 33.9 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.
- 33.10 Each year before 30 June, the Company shall post a leave roster at each depot showing the planned dates for 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 the Company.
- 33.11 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 the Company or moving to a different work location, then another employee may request to change their allocation to the vacated position. Granting such requests by the Company under this subclause will be subject to operational requirements.

Cashing Out of Annual Leave

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

34. Long Service Leave

Entitlement

- 34.1 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 Long Service Leave

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

Payment Of Long Service Leave

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

Public Holidays and Long Service Leave

- 34.4 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

- 34.5 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

- 34.6 An employee will be entitled to pro rata long service leave under the following circumstances:
- i. where the Company terminates the employee 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
 - ii. upon termination of employment, for reasons other than serious misconduct, where the employee has completed seven years continuous service.

Long Service Leave for Former WAGRC Employees

Former WAGRC employees shall be entitled to long service leave in accordance with clause 34, *Long Service Leave*, except as follows:

- 34.7 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:
- i. continue such an arrangement while this Agreement is in force; or,
 - ii. may, at any time, elect to cease receiving the additional payment and commence accruing an entitlement to long service leave.
- 34.8 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

35. Personal / Carer's Leave

Entitlement

- 35.1 Personal / Carer's 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.
- 35.2 Subject to subclause 35.3 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:
- i. Paid personal leave may be taken because the employee is unable to attend work due to personal illness or injury; or,
 - ii. 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.
- 35.3 Employees who commenced employment with the Company 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).

Notice Requirements

- 35.4 The granting of paid leave under this clause is subject to the employee complying with the notice provisions of subclauses 21.1 and 21.2, *Notice Required If Unable to Attend*.

Accrual, Payment, and Deduction of Personal / Carer's Leave

- 35.5 Personal / Carer's Leave will accrue progressively during a year of service according to the employee's ordinary hours of work.
- 35.6 Personal / Carer's Leave will be paid at the employee's ordinary rate of pay.
- 35.7 Unused Personal / Carer's Leave will accumulate from year to year.
- 35.8 Personal / Carer's Leave will be deducted 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. Deducted leave shall count towards the employee's roster cycle hours. Any time paid for the absence in excess of the deducted leave paid shall count only towards guaranteed hours and shall not count towards roster cycle hours.

Personal Leave and Workers' Compensation

- 35.9 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 / Carer's Leave and Termination

- 35.10 No payment will be made in respect of unused Personal / Carer's Leave on termination of employment.

Provision Of Evidence

- 35.11 Employees shall, as required by the Company, 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

- 35.12 Where an employee is absent on personal leave on account of personal illness or injury, for a period of six months or more, and the Company 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, the Company 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.
- 35.13 Where it is determined that the employee is medically unfit for duty and unable to return to their 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

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

36. Unpaid Carer's Leave

- 36.1 In the event an employee's entitlement to paid Personal / Carer's Leave is exhausted, or where an employee has no entitlement to paid Personal / Carer's Leave, an employee will be entitled to up to two days Unpaid Carer's 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 a personal illness, or injury, of the member; or an unexpected emergency affecting the member.
- 36.2 The Company 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.
- 36.3 Where an employee is granted Unpaid Carer's 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.
- 36.4 The granting of leave under this clause is subject to the employee complying with the notice provisions of subclauses 21.1 and 21.2, *Notice Required If Unable to Attend*.

37. Compassionate Leave

- 37.1 Employees may be entitled to up to three (3) days compassionate leave per occasion if:
- i. a member of their immediate family or household dies, or contracts or develops a life-threatening illness or injury
 - ii. a baby in their immediate family or household is stillborn
 - iii. they have a miscarriage, or
 - iv. their current spouse or de facto partner has a miscarriage.
- 37.2 If an employee, other than a casual employee, takes a period of compassionate leave, the Company will pay the employee at the employee's ordinary rate of pay for the ordinary hours they would have worked during the period. For a casual employee, compassionate leave is unpaid leave.
- 37.3 The Company may request evidence to substantiate the reason for leave.
- 37.4 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. Trauma Leave

- 38.1 Employees who experience distress due to an operational event will be provided up to three (3) days of paid Trauma Leave. Such events will be managed in accordance with the Company's Safety, Health & Environment Event Response and Notification Procedure, as amended from time to time.
- 38.2 Additional leave may be granted on advice from a qualified medical professional. Employees will be provided additional support from the Company's Employee Assistance Provider and are able to use a qualified medical professional of their choice.
- 38.3 Trauma leave will be paid at the employee's ordinary rate of pay and is a separate entitlement to any other leave.

39. Parental Leave

Unpaid Parental Leave

- 39.1 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

- 39.2 Employees who have an entitlement to parental leave under subclause 39.1 above will be entitled to up to 14 weeks paid parental leave in accordance with the Company's Parental Leave Standard, as amended from time to time.
- 39.3 The paid leave at subclause 39.2 above forms part of, and is not additional to the employee's entitlement to parental leave under subclause 39.1 above.
- 39.4 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.

40. Law Court Attendance

Jury Service

- 40.1 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.

- 40.2 The Company may reduce the amount payable under 40.1 above by the amount of any payment received by the employee from the court for the same period.
- 40.3 An employee will not be paid by the Company 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

- 40.4 An employee (other than a casual employee) who attends a court or tribunal on behalf of the Company should be rostered to attend in working time.
- 40.5 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).
- 40.6 The employee is also to be reimbursed any reasonable expenses associated with attending court.
- 40.7 Attendance at a court or tribunal by an employee, for reasons other than jury service or on behalf of the Company, should be supported by a certificate of attendance (or other appropriate evidence) and will be treated as leave without pay.

41. Defence Force Reserves and Emergency Services

- 41.1 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).
- 41.2 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:
- i. the Company's operational requirements; and
 - ii. the Company receiving and approving a request from the organisation involved.

42. Public Holidays

- 42.1 The following days shall be deemed as public holidays:

- | | |
|-----------------------------------------|--------------------------------------------------------------|
| i. New Year's Day | viii. Anzac Day |
| ii. Australia Day | ix. Western Australia Day |
| iii. Labour Day | x. Queen's Birthday |
| iv. Good Friday | xi. Christmas Day |
| v. Easter Saturday (shift workers only) | xii. Boxing Day |
| vi. Easter Sunday (shift workers only) | xiii. Any other day as provided under s115(1)(b) of the Act. |
| vii. Easter Monday | |

Public Holidays on Weekends

- 42.2 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.
- 42.3 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.
- 42.4 A public holiday will be from 0001 hours to 2400 hours on the day deemed as the holiday.

Payment

- 42.5 Where an employee works on a public holiday, the employee will be paid eight hours pay at the ordinary rate of pay which will be standalone and will be paid 1.5 times the ordinary rate of pay for all hours worked on the public holiday.
- 42.6 Where an employee is called out on a public holiday the employee will be paid at the overtime rate as provided for in clause 25, *Additional Hours*.

Casual Employees

- 42.7 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

- 42.8 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.
- 42.9 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.
- 42.10 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

- 42.11 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.
- 42.12 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 standalone payment provided for at clause 25, *Additional Hours*.

43. Family and Domestic Violence Leave

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

Part 6: Miscellaneous Matters

44. Union Matters

Union Delegates

- 44.1 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.
- 44.2 The Company shall not unreasonably hinder accredited union delegates representatives in the reasonable and responsible performance of their duties. The role of union delegates secondary to the job they are employed to perform.
- 44.3 Employees will be given full access to union delegates during working hours to discuss any employment matter provided that work requirements are not unreasonably affected.
- 44.4 Union delegates may represent employees on the following matters:
- i. consultation about major workplace change;
 - ii. consultation about changes to rosters;
 - iii. dispute resolution / grievances;
 - iv. disciplinary processes;
 - v. enterprise bargaining where the delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and
 - vi. any process or procedure within an award, enterprise agreement or policy of the Company under which eligible employees are entitled to be represented.
- 44.5 Provided that operational requirements are not unduly affected; delegates will be provided reasonable access to facilities for the purpose of undertaking representative activities. Such facilities may include telephone, computers, email, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards. The Company and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes and the use of such facilities will not be abused.

Industrial Relations Education Leave

- 44.6 Industrial Relations Education Leave is paid time off to acquire knowledge and competencies in industrial relations. Such knowledge and competencies are intended to enable union delegates to effectively participate in consultative structures, perform a representative role and further the effective operation of the grievance and dispute settlement procedures.
- 44.7 The Industrial Relations Education Leave subclause does not apply to probationary employees.
- 44.8 Upon written application, employees who are union delegates may be granted up to 40 ordinary hours off per calendar year without loss of pay. Such paid arrangements will not include travelling time. Leave under this clause is not cumulative.
- 44.9 The number of union delegates to be released at any one time will be agreed between the Company and the respective union.
- 44.10 Each absence must be approved by the Company in advance. This leave will be granted unless it unreasonably impacts upon operational requirements.

Enterprise Bargaining Preparation

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

45. Promotion

- 45.1 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.
- 45.2 The Company will give existing permanent full-time and part-time employees the first opportunity for appointment to these positions above.
- 45.3 The Company 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.

46. Locomotive In-Cab Train Safety Recordings

- 46.1 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.
- 46.2 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).
- 46.3 This clause does not apply to:
- i. outward facing cameras mounted in front of the Driver; and
 - ii. 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).
 - iii. For the avoidance of doubt, the law referenced in this clause is not incorporated into the Agreement.
- 46.4 In this clause:
- i. '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;
 - ii. '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.

47. Signatories

Signed for and on behalf of Australia Western Railroad Pty Ltd by its duly appointed representative:



Signed

Date 20/11/2024

Name: Kale Fienberg
Position: Regional Operations Manager Bulk South West
Address: 345 South Western Highway, Picton, WA 6229

Signed for and on behalf of the Australian Rail, Tram and Bus Industry Union, WA Branch by its duly appointed representative:



Signed

Date 20/11/2024

Name: Joshua Dekuyer
Position: Branch Secretary
Address: 2/10 Nash St Perth WA 6000

Appendix A – Classification Indicative Duties and Requirements

The Indicative Duties and Requirements for the classifications detailed at subclause 22.1, *Rates of Pay* are as follows:

CLASSIFICATION	INDICATIVE DUTIES / WORK DESCRIPTION	REQUIREMENTS Competencies, qualifications, courses & other requirements
<p>Minimum entry level requirements for all classifications are:</p> <ul style="list-style-type: none"> • Hold a Category 1 Medical • Successful completion of relevant psychometric testing • Hold a valid 'C' class driver's licence. <p>Notes:</p> <ol style="list-style-type: none"> 1. The duties listed are indicative only and may not always need to be performed by employees. They can vary based on the location and shift requirements, and not all competencies or qualifications may be required. 2. In this Appendix, a "valid 'C' class driver's licence" refers to a full licence permitting the employee to drive a motor car in the State required by the Company for the employee's duties. 3. Progression through levels within streams is usually automatic, contingent on achieving required competencies as per the Training Plan. 4. Appointments for Tutor Driver and Operational Maintainer Level 4 positions, covered by this Appendix, depend on the availability of vacancies. 		
TRAIN CREW STREAM		
Driver's Assistant	<ul style="list-style-type: none"> • Perform locomotive trip servicing, • Keep locomotives, vehicles & work area clean and safe, • Conduct shunting operations, • Carry out brake tests and train examinations from the ground, • Customer liaison as applicable to position. 	<p>Must have Statement of Attainment issued for below units of competency, or equivalent:</p> <ul style="list-style-type: none"> • Apply awareness of railway fundamentals • Shunt, couple, and uncouple rail vehicles • Safely access the rail corridor • Test train braking system • Follow occupational health and safety procedures • Conduct a general train examination • Apply fatigue management strategies • Carry out a train roll-by inspection • Use communication systems • Apply Safeworking rules and regulations to rail functions • Work effectively in a train-driving environment • Identify and respond to signals and trackside signs • Assist with train operations <p>Must be competent in below enterprise training:</p> <ul style="list-style-type: none"> • Relevant route knowledge • Observance and Reaction to Signals

CLASSIFICATION	INDICATIVE DUTIES / WORK DESCRIPTION	REQUIREMENTS Competencies, qualifications, courses & other requirements
Trainee Locomotive Driver	<ul style="list-style-type: none"> Participate in the theoretical and practical components of the Locomotive Driver training program. 	<ul style="list-style-type: none"> Engage collaboratively and actively to achieve the desired training outcomes. Participate in off-the-job, external or on-the- job training as required and apply themselves to the agreed training plan. Undertake an assessment for progression to Advanced Trainee Locomotive Driver. Working towards a Certificate IV in Train Driving
Advanced Trainee Locomotive Driver	<p>Continue to undertake the theoretical and practical components of the Locomotive Driver training program.</p> <p>Perform duties as a Drivers Assistant on the locomotive including (under supervision):</p> <ul style="list-style-type: none"> 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.
Locomotive Driver	<p>Duties of an Advanced Trainee Locomotive Driver plus:</p> <ul style="list-style-type: none"> Operate locomotives, trains, and railcars, Undertake locomotive and 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, where applicable and qualified. 	<ul style="list-style-type: none"> Must have a Cert IV in Train Driving, or equivalent
Tutor Driver	<p>Duties of a Locomotive Driver plus:</p> <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, Provide on-the-job tuition to trainees in accordance with the objectives and outcomes outlined in their training plan, Monitor trainees' progress and provide feedback on their progress, Provide on-the-job training to Locomotive Drivers where required. 	<ul style="list-style-type: none"> Must have a Certificate IV in Train Driving, or equivalent Must have Statement of Attainment for relevant units in Training & Assessment.
Terminal Driver	<p>Duties of Locomotive Driver but restricted to operate within the confines of a terminal, defined limits or restricted mainline for shunt, shed and marshalling operations.</p>	<ul style="list-style-type: none"> Minimum Certificate III in Terminal Train Driving or equivalent

CLASSIFICATION	INDICATIVE DUTIES / WORK DESCRIPTION	REQUIREMENTS Competencies, qualifications, courses & other requirements
OPERATIONAL MAINTAINER 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 off-the-job, external or on-the-job training as required and apply themselves to the agreed training plan. 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.
Operational Maintainer Level 2	Complete both the theoretical and practical components of Operational Maintainer training program, and: <ul style="list-style-type: none"> Perform locomotive trip servicing from the ground; Ensure cleanliness of locomotives, rolling stock, plant, equipment, vehicles, and maintain work area; Drive road vehicles as required; Conduct shunting operations; Marshal trains; Operate fixed and mobile plant and equipment; Identify wagon faults; Carry out repairs and maintenance tasks; Operate loading and unloading equipment; Inspect rolling stock; Conduct brake testing and brake examinations on rolling stock; Use computer systems relevant to the role; Carry out other miscellaneous terminal and depot duties. 	Must have Statement of Attainment issued for below units of competency, or equivalent: <ul style="list-style-type: none"> Apply awareness of railway fundamentals Shunt, couple, and uncouple rail vehicles Safely access the rail corridor Test train braking system Follow occupational health and safety procedures Conduct a general train examination Apply fatigue management strategies Carry out a train roll-by inspection Use communication systems Participate in on-the-job instruction, mentoring and supervision as necessary to consolidate practical and theoretical training.
Operational Maintainer Level 3	Duties of Operational Maintainer Level 2 plus: <ul style="list-style-type: none"> May supervise Operational Maintainer Level 2 May mentor Operational Maintainer Level 2 employees May mentor Operational Maintainer Level 3 employees who are learning location or task-specific requirements of work. 	<ul style="list-style-type: none"> Progression to this level on successful completion of relevant Verification of Competence and not less than six months after progression to Level 2.
Operational Maintainer Level 4	Duties of Operational Maintainer Level 3 plus: <ul style="list-style-type: none"> Conduct on job training as required. Conduct assessment of competence. 	<ul style="list-style-type: none"> Progression to this level is not automatic, filled by appointment based on merit. Must have a Statement of Attainment for relevant units in Training & Assessment.

Appendix B – Accommodation Minimum Standards

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.

Definitions

Type	Description
Existing Barracks	Current barracks used by the Company.
New Barracks	Future or disused barracks returned to use by the Company.
Apartment / Hotel / Motel	Privately operated accommodation, fully self-contained with one bedroom and a separate lounge living area. Minimum 3 ½ star rating, where available.
Third Party Accommodation	Accommodation supplied by the Company's customers.

B.1. Minimum Standards

Existing Barracks

B.1.1 **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.

B.1.2 **Location and Amenity:** Barracks should be in a quiet location with acoustically sound rooms to prevent external noise or noise from adjacent rooms.

B.1.3 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.

B.1.4 Kitchen Facilities: 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.

B.1.5 Compliance: 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.

New Barracks

B.1.6 Additional Requirements: Same standards as “Existing Barracks” plus separate bathroom/toilet ensuite for each room and recreational facilities viz: pool table, table tennis table and associated equipment.

Apartment / Hotel / Motel

B.1.7 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.

B.1.8 Location and Amenity: Must be in a quiet location with acoustically sound rooms to prevent external noise or noise from adjacent rooms.

B.1.9 Apartment / Hotel / Motel 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 (NB: 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).

Third Party Accommodation

- B.1.10 The Company may require employees to stay in third party accommodation such as mining camps. On these occasions, the Company will ensure such accommodation is fit for purpose and of equivalent standard to that provided for barracks in this Appendix.
- B.1.11 **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.

Inspection

- B.1.12 Any accommodation proposed for use will be inspected by a nominated workplace representative and the Company'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 C – Train Crew Rostering Principles

C.1. Introduction

- C.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*.
- C.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.
- C.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.
- C.1.4 There are two types of Rostering Systems within the Company, Forecast and Blank Line. The current system of rostering at each the Company depot shall remain in place with lodgement of this Agreement.

C.2. Consultative Rostering Processes

- C.2.1 The Company 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.

C.3. Depot Guidelines

- C.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.
- C.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.
- C.3.3 Depot Guidelines will be communicated to relevant employees in the Depot including new and relieving employees.
- C.3.4 The Depot Guidelines shall include practices to address rostering issues such as, but not limited to:
 - i. when business / operational changes require permanent alterations to the roster(s);
 - ii. where fatigue management reviews require changes to the roster(s);
 - iii. 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.
- C.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.
- C.3.6 To meet varying workloads, seasonal changes, and variable customer requirements it may be necessary for some Depots to use multiple Guide Rosters.

- C.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.

C.4. Baseline Roster Considerations

Roster development

- C.4.1 A Baseline 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 considering circumstances at that time such as customer needs, staffing levels, Blank Days, and leave.

Posting Of Baseline Rosters

- C.4.2 Baseline 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.

Shift Changes

- C.4.3 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. sign-on times) or changes to shift lengths.
- C.4.4 Where these changes occur as much notice as practical will be given, and consideration will be given to:
- i. an employee's personal circumstances including family and caring responsibilities;
 - ii. operational requirements;
 - iii. depot guidelines established at the depot;
 - iv. fatigue management principles, including "time of day" considerations;
 - v. the number of shifts an employee has worked;
 - vi. the length of the shifts that the employee has worked; and
 - vii. the breaks an employee has had between the shifts worked.
- C.4.5 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.
- C.4.6 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.

C.5. Taking Annual Leave

- C.5.1 A key objective of these rostering principles is to provide employees with the highest possible level of certainty, particularly with regard to RDOs.
- C.5.2 Arrangements for taking 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.
- C.5.3 Depot Guidelines should address practices for taking 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.

- C.5.4 Subject to observing the requirements of the provisions at clause 33, Annual Leave, and in particular subclause 33.10, *Rostering Annual Leave*, 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.

C.6. Interaction Between Public Holidays and RDOs

- C.6.1 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 42.11, *Public Holidays*.
- C.6.2 It is the intention of this principle that RDOs are not moved from other days to public holidays as part of compiling Baseline Rosters. This is particularly the case when there is no or less Depot work on the public holiday.

C.7. Master and Guide Rosters

- C.7.1 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.
- C.7.2 Guide Rosters (for Forecast Roster Systems): The Guide Roster will permanently exhibit all known working (including sign-on and sign-off times) Blank Days and all RDOs in a Depot.

Changing Roster Systems at A Depot

- C.7.3 Joint consultation shall take place to determine the suitability, applicability, and implementation of any proposed new rostering system for the Company's operations. Where such concepts are being considered employees will be consulted to determine the suitability and applicability of the concept to the Company's operations and the collective preference of the applicable employees.

Making Changes to the Master or Guide Roster

- C.7.4 Changes to the Master or Guide Roster shall be arranged through joint consultation as described in clause C.7.3 above.
- C.7.5 Where Blank Line rostering occurs, employees may agree to the shifting of exhibited RDOs in a Master Roster with less than 28 days' notice. A formal letter agreeing to such a change should be signed by the manager and employee concerned on each occasion.

Master or Guide Roster Development

- C.7.6 Consultative committees shall jointly develop Master or Guide Rosters and review rostering issues, taking particular account of the following:
- i. the nature of the Company's operations;
 - ii. the provisions of this Agreement;
 - iii. the specific rostering conditions described below;
 - iv. the family, social and community needs of employees;
 - v. fatigue, health, and safety issues topical to shift workers
 - vi. 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
 - vii. time off is maximised by grouping Rostered Days Off (RDO) and weekend RDOs are spread evenly.
- C.7.7 Rosters shall be prepared to ensure that breaks are provided for after particular consecutive shift patterns as follows:
- i. a break of at least 36 hours after rostered to work four consecutive shifts of 10 hours or more;

- ii. a break of at least 36 hours after rostered to work more than seven consecutive shifts.
- C.7.8 For this provision, "consecutive shifts" are shifts where the break between shifts is less than 30 hours.
- C.7.9 In developing and implementing rosters, the Company will, through the local workplace consultative roster process, apply either or a mix of the two forms of single 30-hour or 36-hour RDO durations to individual rosters.
- C.7.10 A single RDOs or the initial RDO of consecutive RDOs may be a 36-hour RDO in consultation with the workplace consultative roster committee.
- C.7.11 For consecutive RDOs, the first RDO may be:
- iii. In accordance with subclause 20.9, *Time Period for an RDO*; or
 - iv. 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.
- C.7.12 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.

Posting Of Guide Rosters

- C.7.13 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.
- C.7.14 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.
- C.7.15 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.

C.8. How Crews Are Notified of Their Shifts

Blank Line Rosters

- C.8.1 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:
- i. 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.
 - ii. 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.
 - 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 25, *Additional Hours*.
- C.8.2 Where the Company 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. the Company will maintain records of attempts to contact the employee concerned.

Baseline Rosters

- C.8.3 Baseline 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.

C.9. Request Days

- C.9.1 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.
- C.9.2 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.
- C.9.3 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.
- C.9.4 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.
- C.9.5 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.
- C.9.6 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 D – Relay Working

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

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.

Application & Implementation

- D.1.1 The relay work method of crewing shall be an option available to the Company in certain operations and will be crewed by the Company crews into and out of Western Australia as per the following;
- i. Kwinana to Adelaide and return; and,
 - ii. West Kalgoorlie to Port Augusta and return
- D.1.2 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.
- D.1.3 Implementation of new (or revised) relay working will, in addition to satisfying any regulatory requirements, be subject to consultation between the Company 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:
- i. Frequency of relay operations;
 - ii. Rostering considerations;
 - iii. Distribution of work through the roster;
 - iv. Fatigue management considerations;
 - v. Relay Operation Working time;
 - vi. Crewing configurations;
 - vii. Time spent in crew van; and
 - viii. Crew amenities

Working Arrangements

- D.1.4 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 Depot to sign-off at the Home Depot. 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.		

- D.1.5 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.
- D.1.6 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.
- D.1.7 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.

Rostered Rest Prior To Relay Job

- D.1.8 An employee is entitled to a minimum rest period of 24 hours prior to the commencement of a relay job.
- D.1.9 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.

Rostered Rest at Book Off Locations

- D.1.10 Subject to subclause D.1.10 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

- D.1.11 In providing rest periods at book off locations, as provided for at subclause D.1.10 above, the provisions of subclauses 19.22 to 19.24, *Train Crew Rest Periods*, shall also apply and the rest periods may be reduced by up to one hour in accordance with those subclauses.
- D.1.12 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:
- one crew going to rest immediately on arrival and the other crew completing any terminal operations before going to rest; and / or
 - where there is terminal / preparation work to be performed before departure one crew signing on earlier to undertake this work.

Break At Home After a Relay Job

- D.1.13 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	48 hours or less	48 hours
NB: These breaks are for crews working relay on both the out and back trips.		

- D.1.14 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.
- D.1.15 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.

Remuneration

- D.1.16 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.
- D.1.17 During the relay operation for the service West Kalgoorlie to Port Augusta 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 standalone basis and will not count towards working time.

D.1.18 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.

Expenses

D.1.19 When performing relay working the employee will be paid away from home allowance in accordance with subclause 28.7, *Book Offs Away from Home by Train Crew*. 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 1 – Dispute Resolution / Grievance 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:

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 People Advisory via **myRequests** - People
- ☐ Resolved - Copy of this form and all supporting documents to be placed on depot file
- ☐ Unresolved - Refer to Fair Work Commission

Leader/Manager Signature:	Date:
Employee Signature:	Date:

IN THE FAIR WORK COMMISSION

FWC Matter No: AG2024/4667

Applicant: Australia Western Railroad Pty Ltd

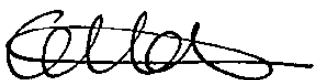
Section 185 – Application for approval of a single enterprise agreement

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

I, Gabriele Mottershead, Principal Employee Relations, have the authority given to me by Australia Western Railroad Pty Ltd to give the following undertakings with respect to the *Aurizon Bulk (Western Australia) Rail Operations Enterprise Agreement 2024* ("the Agreement"):

1. Clause 9.4(ii) of the Agreement will not be used to withhold any entitlements owing to an employee under the National Employment Standards of the *Fair Work Act 2009* (**Act**), and any deduction pursuant to the deed contemplated by clause 9.4 will be done in accordance with section 324 of the Act.
2. Where the inability under clause 21.1 of the Agreement to attend work as required is due to the taking of personal/carer's leave, notification by the employee to the Company of the taking of personal/carer's leave will be in accordance with section 107(2)(a) of the Act.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Name: Gabriele Mottershead

16 December 2024

Date