



DECISION

Fair Work Act 2009
s 185—Enterprise agreement

Aurizon Resource Logistics Pty Limited
(AG2025/494)

AURIZON BULK (WESTERN AUSTRALIA) TERMINAL OPERATIONS ENTERPRISE AGREEMENT 2024

Road transport industry

COMMISSIONER LIM

PERTH, 20 MARCH 2025

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

[1] Aurizon Resource Logistics Pty Limited (the **Applicant**) has made an application for the approval of an enterprise agreement known as the *Aurizon Bulk (Western Australia) Terminal Operations Enterprise Agreement 2024* (the **Agreement**). The application was made under s 185 of the *Fair Work Act 2009* (Cth) (the **Act**). The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. 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.

[3] In compliance with s 190(4) of the Act, the bargaining representatives' views regarding the undertakings proffered were sought. They were provided with the opportunity to raise and address any objections they had to the undertakings proffered by the Applicant. No objection was raised.

[4] Subject to the undertakings referred to above, and on the basis of the material contained in the application and accompanying declarations, I am satisfied that each of the requirements of ss 186, 187, 188, and 190 of the Act as are relevant to this application for approval have been met.

[5] I note that the following clauses in the Agreement appear to be inconsistent with the National Employment Standards (the **NES**):

- (a) Clause 21.5 states that employees do not accrue annual leave during periods of unpaid absence. This appears to be inconsistent with s 87(2) of the Act, which states that an employee's entitlement to paid annual leave accrues progressively during a year of

service. Further, subject to the exceptions provided in s 22(2)(b) of the Act, various periods of unpaid leave or unpaid authorised absences such as community service leave or a period of stand down count as service and therefore may be implied to accrue annual leave.

- (b) Clause 12.5 states that if an employee fails to work the required or agreed notice, the company may withhold from any monies due to the employee on termination, the wages equivalent of the notice not worked. This clause does not appear to limit the source of monies deducted and so may restrict an employee's entitlement to payment of NES entitlements upon the termination of employment.
- (c) Clause 12.6 provides that after an employee has been absent from work for three successive shifts without contacting the company, the company will take all reasonable steps to contact the employee to determine their intention. If after five days the employee has not confirmed their intention to continue employment, the employee will have abandoned their employment at the end of the fifth day (as per clause 12.7). These clauses do not specifically provide that employees deemed to have abandoned their employment in accordance with this clause will be afforded their minimum notice of termination entitlement as per s 117(3) of the Act. Section 123 of the Act does not preclude an employee who has abandoned their employment from the entitlement to notice of termination provided by s 117 of the Act.

[6] However, I am satisfied that under clause 4.2 of the Agreement, the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[7] The Australian Rail, Tram and Bus Industry Union (the **organisation**), being a bargaining representative for the Agreement, has given notice under s 183 of the Act that it wants the Agreement to cover it. In accordance with s 201(2), and based on the declaration provided by the organisation, I note that the organisation is covered by the Agreement.

[8] The Agreement was approved on **20 March 2025** and, in accordance with s 54, will operate from 27 March 2025. The nominal expiry date of the Agreement is 1 December 2028.



COMMISSIONER

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ANNEXURE A

IN THE FAIR WORK COMMISSION

FWC Matter No: AG2025/494

Applicant: Aurizon Resource Logistics Pty Limited

Section 185 – Application for approval of a single enterprise agreement

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

I, Paul Henderson, Principal Employee Relations, have the authority given to me by Aurizon Resource Logistics Pty Limited to give the following undertakings with respect to the *Aurizon Bulk (Western Australia) Terminal Operations Enterprise Agreement 2024* ("the Agreement"):

1. Apprentices

No apprentices will be employed under the Agreement.

2. Clause 9.3 - Part-time employment

Before an employee commences part-time employment under the Agreement, the Company and the employee will agree in writing on the hours to be worked each day, which days of the week the employee will work, the starting and finishing times each day and the classification applying to the work to be performed.

3. Clause 11 – Individual Flexibility Agreements

Clause 11.6.1 of the Agreement will be read as "*on not more than 28 days' written notice given by the Company or the employee; or*".

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



Name: Paul Henderson

14 March 2025

Date



AURIZON BULK (WESTERN AUSTRALIA) TERMINAL OPERATIONS 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 the agreement.



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1. TITLE

- 1.1. The title of this Agreement is the Aurizon Bulk (Western Australia) Terminal Operations Enterprise Agreement 2024.

2. COMMENCEMENT

- 2.1. This Agreement will commence to operate on the Commencement Date. The nominal expiry date of this Agreement is 1 December 2028.

3. COVERAGE

- 3.1. This Agreement covers Aurizon Resource Logistics Pty Limited and any employees of the Company working at Company terminals in the state of Western Australia in a classification contained in this Agreement.

4. RELATIONSHIP WITH AWARDS, OTHER ENTERPRISE AGREEMENTS AND THE NES

- 4.1. This Agreement prevails over all Awards in their entirety. To the extent permitted by the Act this Agreement prevails over any other enterprise agreement in its entirety.
- 4.2. This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provisions will apply to the extent of the inconsistency.

5. DEFINITIONS AND INTERPRETATION

- 5.1. Unless the context otherwise requires, in this Agreement:

Term/Abbreviation	Meaning
Act	Means the <i>Fair Work Act 2009 (Cth)</i> .
Agreement	Means this enterprise agreement which is titled the Aurizon Bulk (Western Australia) Terminal Operations Enterprise Agreement 2024.
ATO	Means the Australian Taxation Office.
Base Rate of Pay	Has the same meaning as provided in the Act.
Commencement Date	Means the date which is 7 days after this Agreement is approved by the FWC.
Company	Means Aurizon Resource Logistics Pty Limited.
FWC	Means the Fair Work Commission.
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.
ICT	Means information and communication technology.
Immediate Family	Means: <ul style="list-style-type: none">• an employee's spouse (including de facto spouse, former spouse,

Term/Abbreviation	Meaning
	<p>former de facto spouse or same sex partner)</p> <ul style="list-style-type: none"> • a child (including an adult child, adopted child, foster child, or step-child of an employee or an employee's spouse • a parent, grandparent, grandchild or sibling of an employee or an employee's spouse <p>Immediate family also includes a Household Member as defined above. In the case of compassionate leave for a bereavement only, Immediate family also includes an employee's step-parent, step-sibling or half-sibling.</p>
NES	Means the National Employment Standards in the Act.
Ordinary Hours	Means the minimum number of hours an employee must work on average each week. Ordinary Hours do not include overtime.
Pro Rata	In the context of part-time employment means the proportion the part-time employee's average Ordinary Hours bear to 38 Ordinary Hours per week.
Shift work	Shift work definitions are contained in Clause 15.

6. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

The Company to notify

- 6.1. Where the Company has made a definite decision to introduce major changes in:
- production,
 - program,
 - organisation,
 - structure,
 - technology;

that are likely to have significant effects on employees, the Company must notify the employees who may be affected by the proposed changes and their representatives, if any.

- 6.2. Significant effects include termination of employment, major changes in the composition, operation or size of the Company's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

The Company to discuss change

- 6.3. The Company must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in this clause, the effects the changes are likely to have on employees, and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

- 6.4. The discussions must commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in this clause.
- 6.5. For the purposes of such discussion, the Company must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that the Company is not required to disclose confidential information the disclosure of which would be contrary to the Company's interests.

Change to regular roster or Ordinary Hours of work

- 6.6. Where the Company proposes to introduce a change to the regular roster or Ordinary Hours of work of employees, the Company must notify the relevant employees of the proposed change.
- 6.7. The relevant employees may appoint a representative for the purposes of the procedures in this term. If relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation and the employee or employees advise the Company of the identity of the representative, the Company must recognise the representative.
- 6.8. As soon as practicable after proposing to introduce the change, the Company must:
 - 6.8.1. discuss with the relevant employees the introduction of the change; and
 - 6.8.2. for the purposes of the discussion, provide to the relevant employees:
 - (a) all relevant information about the change, including the nature of the change; and
 - (b) information about what the Company reasonably believes will be the effects of the change on the employees; and
 - (c) information about any other matters that the Company reasonably believes are likely to affect the employees; and
 - 6.8.3. invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 6.9. However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 6.10. The Company must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 6.11. In this clause, relevant employees mean the employees who may be affected by a change referred to in subclause 6.6.
- 6.12. Proposed changes to the regular roster or Ordinary Hours of work that are subject to subclauses 6.6 to 6.11 will be implemented with a minimum of 1 week's notice, unless the Company and relevant employees agree to a shorter notice period.

7. DISPUTE RESOLUTION

- 7.1. In the event of a dispute about a matter arising under this Agreement, or in

relation to the NES the following steps will be followed:

- 7.1.1. Discussions will be held between the employee/s concerned and the relevant leader. If such discussions do not resolve the dispute;
- 7.1.2. Discussions will be held between the employee/s concerned and more senior levels of management as appropriate. If such discussions do not resolve the dispute;
- 7.1.3. The employee/s or the Company may refer the dispute to the FWC.
- 7.2. The FWC may exercise any method of dispute resolution permitted by the Act in relation to a dispute referred to it in accordance with this procedure.
- 7.3. The Company or employee/s may appoint another person, organisation or association to accompany and/or represent them during the steps contained in this procedure.
- 7.4. While the dispute resolution procedure is being followed work must continue in accordance with this Agreement and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the Company to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.

8. WORKPLACE DELEGATES RIGHTS

Introduction

- 8.1. In clause 8:
 - 8.1.1. **delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected.
 - 8.1.2. **eligible employees** means members and persons eligible to be members of the delegate's organisation who are employed by the Company.
- 8.2. Before exercising entitlements under clause 8, a workplace delegate must give the Company written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the Company with evidence that would satisfy a reasonable person of their appointment or election.
- 8.3. An employee who ceases to be a workplace delegate must give written notice to the Company within 14 days.

Right of representation

- 8.4. A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:
 - 8.4.1. consultation about major workplace change;
 - 8.4.2. consultation about changes to rosters or hours of work;
 - 8.4.3. resolution of disputes;

- 8.4.4. disciplinary processes;
- 8.4.5. enterprise bargaining where the workplace 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
- 8.4.6. any process or procedure within an award, enterprise agreement or policy of the Company under which eligible employees are entitled to be represented and which concerns their industrial interests.

Entitlement to reasonable communication

- 8.5. A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 8. This includes discussing membership of the delegate's organisation and representation with eligible employees.
- 8.6. A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

Entitlement to reasonable access to the workplace and workplace facilities

- 8.7. The Company must provide a workplace delegate with access to or use of the following workplace facilities:
 - 8.7.1. a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
 - 8.7.2. a physical or electronic noticeboard;
 - 8.7.3. electronic means of communication ordinarily used in the workplace by the Company to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
 - 8.7.4. a lockable filing cabinet or other secure document storage area; and
 - 8.7.5. office facilities and equipment including printers, scanners and photocopiers.
- 8.8. The Company is not required to provide access to or use of a workplace facility under clause 8.7 if:
 - 8.8.1. the workplace does not have the facility;
 - 8.8.2. due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - 8.8.3. the Company does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

Entitlement to reasonable access to training

- 8.9. The Company must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least 1 day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- 8.9.1. In each year commencing 1 July, the Company is not required to provide access to paid time for training to more than 1 workplace delegate per 25 eligible employees.
- 8.9.2. The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
 - (a) full-time or part-time employees; or
 - (b) regular casual employees.
- 8.9.3. Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- 8.9.4. The workplace delegate must give the Company not less than 5 weeks' notice (unless the Company and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- 8.9.5. If requested by the Company, the workplace delegate must provide the Company with an outline of the training content.
- 8.9.6. The Company must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- 8.9.7. The workplace delegate must, within 7 days after the day on which the training ends, provide the Company with evidence that would satisfy a reasonable person of their attendance at the training.

Exercise of entitlements under clause 8

- 8.10. A workplace delegate's entitlements under clause 8 are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - 8.10.1. comply with their duties and obligations as an employee;
 - 8.10.2. comply with the reasonable policies and procedures of the Company, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - 8.10.3. not hinder, obstruct or prevent the normal performance of work; and
 - 8.10.4. not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- 8.11. Clause 8 does not require the Company to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- 8.12. Clause 8 does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

9. TYPES OF EMPLOYMENT

- 9.1. An employee may be engaged on a full-time, part-time, casual or temporary basis.

Full-time employment

- 9.2. A full-time employee is an employee who is engaged to work an average of 38 Ordinary Hours per week.

Part-time employment

- 9.3. A part-time employee is an employee who:
- 9.3.1. is engaged to work an average of fewer than 38 Ordinary Hours per week; and
 - 9.3.2. receives, on a Pro Rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
- 9.4. A part-time employee may agree to work hours in excess of the agreed hours. The excess hours worked in excess of the agreed hours for that part-time employee will be paid at the appropriate overtime rate (and will not be included in the calculation of leave accruals).

Casual employment

- 9.5. A casual employee is an employee engaged and paid as such.
- 9.6. For each Ordinary Hour worked, a casual employee will be paid the hourly Base Rate of Pay for their classification plus a casual loading of 25%.

Temporary employment

- 9.7. Temporary employees may be employed on a full-time or part-time basis.
- 9.8. Temporary employment will terminate on expiry of the specified period or on completion of the specified project (whichever is applicable).
- 9.9. Temporary employees may have their employment terminated or may terminate their employment at any time in accordance with the termination of employment provisions in this Agreement.
- 9.10. The Company is under no obligation to offer further employment upon the expiry of temporary employment.

10. CASUAL CONVERSION

- 10.1. Employees are entitled to conversion from casual to permanent employment in accordance with the Act.

11. INDIVIDUAL FLEXIBILITY AGREEMENTS

- 11.1. Notwithstanding any other provision of this Agreement the Company and an individual employee may agree to vary certain terms of this Agreement to meet the genuine individual needs of the Company and the individual employee.
- 11.2. The Individual Flexibility Agreement (IFA) must:

- 11.2.1. Be about matters that would be permitted matters if the agreement was an enterprise agreement; and
- 11.2.2. Not include a term that would be an unlawful term if the agreement was an enterprise agreement.
- 11.3. Any IFA must result in the employee being better off overall than if the IFA had not been agreed.
- 11.4. The Company must ensure that the IFA is in writing and signed:
 - 11.4.1. by the employee and the Company; and
 - 11.4.2. if the employee is under 18 years of age, by a parent or guardian of the employee.
- 11.5. The Company will ensure that a copy of the IFA is given to the employee within 14 days of the arrangement being agreed.
- 11.6. Any IFA may be terminated:
 - 11.6.1. on 28 days' written notice given by the Company or the employee; or
 - 11.6.2. by the employee and the Company, at any time, if they agree in writing to the termination.
- 11.7. An IFA can be reached between the Company and an individual employee in relation to any clause of this Agreement except for:
 - 11.7.1. Clause 1 – Title
 - 11.7.2. Clause 2 _ Commencement
 - 11.7.3. Clause 3 _ Coverage
 - 11.7.4. Clause 4 _ Relationship with Awards, other Enterprise Agreements and the NES
 - 11.7.5. Clause 5 – Definitions and Interpretation.

12. TERMINATION OF EMPLOYMENT

Notice by the Company

- 12.1. Notice of termination is as provided for in the NES.
- 12.2. The minimum period of notice that must be given by the Company is below:

Employee's period of continuous service with the Company at the end of the day the notice is given	Period
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- 12.3. The period of notice will increase by 1 week if the employee is over 45 years old

and has completed at least 2 years of continuous service with the Company at the end of the day the notice is given.

Notice of termination by an employee

- 12.4. Unless agreed otherwise by the Company and an employee, the minimum notice of termination required to be given by an employee is below:

Employee's period of continuous service with the Company at the end of the day the notice is given	Period
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- 12.5. If an employee fails to work the required or agreed notice, the Company may withhold from any monies due to the employee on termination, the wages equivalent of the notice not worked.

Abandonment of Employment

- 12.6. After an employee has been absent from work for 3 successive shifts without contacting the Company, the Company will take all reasonable steps to contact the employee to determine the employee's intention to continue employment.
- 12.7. If after a further 5 days the employee has not confirmed their intention to continue employment the employee will have abandoned (terminated) their employment at the end of the fifth day.

Job search entitlement

- 12.8. Where the Company has given notice of termination to an employee (for reasons other than misconduct), the employee, for the purpose of seeking other employment, will be allowed up to 1 day off without loss of pay for Ordinary Hours not worked. The time off is to be taken at times that are convenient to the employee after consultation with the Company.

Payment on termination

- 12.9. Subject to this Agreement upon termination employees will be paid:
- 12.9.1. for time worked (up to the time of termination); and
 - 12.9.2. any payment in lieu of notice; and
 - 12.9.3. any untaken annual leave (including loading); and
 - 12.9.4. any untaken long service leave - if applicable under the *Long Service Leave Act 1958 (WA)*.

13. REDUNDANCY

- 13.1. A redundancy occurs in a circumstance 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. For the purpose of this clause a suitable alternative position includes, but is not limited to, the following:
- 13.2.1. 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
 - 13.2.2. which attracts the same or no less favourable terms and conditions of employment overall; and
 - 13.2.3. is a position elsewhere within the Company; or
 - 13.2.4. is a position with another related entity to the Company; or
 - 13.2.5. is a position with an unrelated entity.

Minimising / avoiding redundancy

- 13.3. The Company shall implement reasonable retraining, transfer, redeployment, job swaps and voluntary relocation in order to minimise / avoid involuntary redundancies.
- 13.4. An employee shall not unreasonably refuse retraining, transfer and/or redeployment where these things form part of the redundancy mitigation program.

No forced relocation

- 13.5. An employee will not be forced to relocate from their home location to an alternate home location.
- 13.6. For the purposes of this subclause, "relocation" occurs when the move to the new location would reasonably require the employee to change their place of residence.

Redundancy pay

- 13.7. Employees who have their employment terminated by reason of redundancy will be paid redundancy pay calculated as follows:
- 13.7.1. For employees with less than 1 year of service - nil.
 - 13.7.2. For employees with at least 1 but less than 2 years of service - 4 week's pay at the Base Rate of Pay.
 - 13.7.3. For employees with 2 years of service or more - 3 week's pay at the Base Rate of Pay for each completed year of service.
 - 13.7.4. The maximum payment for redundancy pay is 52 weeks at the Base Rate of Pay.

Transfer to lower base rate of pay

- 13.8. Where, by reason of a restructure, an employee is transferred to a classification with a lower Base Rate of Pay, the Company may reduce the Base Rate of Pay of the employee to that of the new classification.

- 13.9. Prior to reducing the Base Rate of Pay the Company will provide the same period of notice as the employee would have been entitled to if the employment had been terminated. The Company may make payment instead of providing the period of notice. The payment will be an amount equal to the difference between the former Base Rate of Pay and the lower Base Rate of Pay for the number of weeks of notice still owing.

Employee leaving during notice period

- 13.10. An employee given notice of termination by the Company for the reason of 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.

Employees Exempted

- 13.11. This clause shall not apply to any of the following employees:
- 13.11.1. an employee employed for a specified period of time, for a specified task, or for the duration of a specified season;
 - 13.11.2. an employee whose employment is terminated because of serious misconduct;
 - 13.11.3. a casual employee;
 - 13.11.4. an employee (other than an apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement;.

14. ORDINARY HOURS OF WORK – DAY WORK

- 14.1. The Ordinary Hours of work for full-time employees performing day work are an average of 38 per week, which may be averaged over a period of up to 16 weeks.
- 14.2. The Ordinary Hours of work for day work may be worked on any day from Monday to Sunday between the hours of 5.30am and 6.30pm.
- 14.3. The spread of Ordinary Hours may be altered in location by 1 hour at each end by agreement between the Company and the majority of employees concerned or between the Company and an individual employee.

Maximum hours worked per day

- 14.4. Employees performing day work may be required up to 12 hours in a day. The 12 hours may be constituted by:
- (a) Ordinary Hours; or
 - (b) Overtime hours; or
 - (c) A combination of ordinary and overtime hours.
- 14.5. Work beyond 12 hours is subject to the agreement of the employee concerned.

Minimum hours worked per day

- 14.6. Employees performing day work will not be required to work a period of fewer

than 4 hours in a day unless agreed otherwise.

Weekend work

- 14.7. In addition to the Base Rate of Pay an employee performing day work will be paid a 50% loading for Ordinary Hours worked on a Saturday.
- 14.8. In addition to the Base Rate of Pay an employee performing day work will be paid a 100% loading for Ordinary Hours worked on a Sunday.

15. ORDINARY HOURS OF WORK – SHIFT WORK

- 15.1. The Ordinary Hours of work for full-time employees performing shift work are an average of 38 per week, which may be averaged over a period of up to 16 weeks.
- 15.2. The Ordinary Hours of work for shift work may be worked on any day from Monday to Sunday.
- 15.3. Shift work definitions:
 - 15.3.1. **Shift work** means work that is rostered to be performed for at least 1 week and performed either in
 - (a) daily recurrent periods, wholly or partly between the hours of 6.30 pm and 8.30 am; or
 - (b) in regular rotating periods;but does not include work conducted by employees performing day work in accordance with clause 14.
 - 15.3.2. **Day Shift** means a shift which commences at 5.00am or later and finishes at or before 6.30pm.
 - 15.3.3. **Afternoon Shift** means a shift finishing after 6.30pm but not later than 12.30am.
 - 15.3.4. **Night Shift** means a shift which finishes after 12.30am and at or before 8.30am.
 - 15.3.5. **Rostered shift** means a shift for which the employee concerned has received at least 48 hours' notice.

Maximum shift length

- 15.4. Employees performing shift work may be required to work shifts of up to 12 hours. The 12 hours may be constituted by:
 - (a) Ordinary Hours; or
 - (b) Overtime hours; or
 - (c) A combination of Ordinary and overtime hours.
- 15.5. Work beyond 12 hours is subject to the agreement of the employee concerned.

Minimum shift lengths

- 15.6. Employees will not be required to work a shift of fewer than 4 hours unless agreed otherwise.

Rostered breaks between successive shifts

- 15.7. Employees will be rostered with a minimum break of 10 hours between successive shifts.
- 15.8. If an employee has not had at least a 10 hour break between successive shifts the Company will release the employee until they have had a 10 hour break without loss of pay for any ordinary time occurring during such absence; or the employee will be paid at overtime rates for Ordinary Hours worked until a 10 hour break is provided.

Shift loadings

- 15.9. For Ordinary Hours of work performed by employees performing shift work on weekdays (Monday to Friday), an employee will be paid the following loadings in addition to the Base Rate of Pay:
 - 15.9.1. **Afternoon shift** – 17.5 %.
 - 15.9.2. **Night shift** – 30%.
- 15.10. For Ordinary Hours of work performed by employees performing shift work on a Saturday, Sunday or public holiday:
 - 15.10.1. In addition to the Base Rate of Pay an employee will be paid a 50% loading for Ordinary Hours worked on a Saturday.
 - 15.10.2. In addition to the Base Rate of Pay an employee will be paid a 100% loading for Ordinary Hours worked on a Sunday.
 - 15.10.3. In addition to the Base Rate of Pay an employee will be paid the loadings prescribed in Clause 20.4 for Ordinary Hours worked on a public holiday.
 - 15.10.4. The loadings prescribed by this clause 15.10 for work on a Saturday, Sunday or public holiday will be payable instead of the shift loading rates prescribed in clause 15.9.
- 15.11. For avoidance of doubt, where the Ordinary Hours of a shift are divided between different days, resulting in the Ordinary Hours extending beyond midnight, the Ordinary Hours worked during such a shift will attract the different shift loadings applicable to each day as described in clause 15.9 and 15.10.

16. BREAKS

Meal Breaks - day work

- 16.1. Employees performing day work will be entitled to a 30-minute unpaid meal break during Ordinary Hours of work at a time determined by the Company.
- 16.2. If an employee has not commenced a meal break after 5.5 hours of work during Ordinary Hours, the employee will, in addition to other payments to which the employee is entitled, be paid an additional 100% of the Base Rate of Pay until the commencement of the meal break.

Meal Breaks – shift work

- 16.3. Employees performing shift work will be entitled to a 20-minute paid meal break at a time determined by the Company.

Overtime Breaks

- 16.4. Where 2 hours or more of overtime are required to be worked after working Ordinary Hours, employees are entitled to.
 - 16.4.1. a break of 20 minutes before commencing overtime work; and
 - 16.4.2. further breaks of 20 minutes after each 4 hours of overtime worked.
- 16.5. All breaks provided for in clause 16.4 will be paid at the Base Rate of Pay.
- 16.6. The Company and an employee may agree to apply any variation of this provision in order to meet the circumstances of the work in hand.

17. OVERTIME

- 17.1. Overtime is time worked outside an employee's Ordinary Hours.

Overtime - general

- 17.2. Overtime will only be paid when it has been expressly authorised in advance of the work performed.
- 17.3. When directed, an employee will work reasonable overtime.

Overtime - payment

- 17.4. All overtime is calculated on the Base Rate of Pay.
- 17.5. Subject to other provisions of this Agreement relating to overtime, each time overtime is worked it will be paid at the rate of 150% of the Base Rate of Pay for the first 2 hours and 200% thereafter.
- 17.6. Overtime worked on a Sunday will be paid at 200% of the Base Rate of Pay.
- 17.7. Overtime worked on a public holiday will be paid at 250% of the Base Rate of Pay, with the exception that overtime worked on Good Friday and Christmas Day will be paid at 300% of the Base Rate of Pay.

18. HEAVY VEHICLE OPERATORS

Heavy Vehicle National Law

- 18.1. Notwithstanding the provisions of this Agreement, employees operating heavy vehicles will do so in line with requirements of applicable Commonwealth, State or Territory laws controlling driving and working hours of heavy vehicle operators or fatigue management.

19. PAYMENT OF WAGES

Wages to be paid fortnightly

- 19.1. Wages and other monetary payments required under this Agreement will be paid to employees fortnightly.

20. PUBLIC HOLIDAYS

Applicable public holidays

- 20.1. Public holidays are provided for in the NES.

Payment for public holidays

- 20.2. An employee rostered to work and who is not required to work on a public holiday will be paid at the Base Rate of Pay for the rostered Ordinary Hours the employee would have otherwise worked on the public holiday.
- 20.3. Casual employees will only be paid for public holidays on which they work.
- 20.4. An employee who works on a public holiday will be paid:
- 20.4.1. at 200% of the Base Rate of Pay for all Ordinary Hours worked on Good Friday and Christmas Day.
 - 20.4.2. at 150% of the Base Rate of Pay for all Ordinary Hours worked on all other public holidays other than Good Friday and Christmas Day.
- 20.5. The payments contained in clause 20.4 for time worked on a public holiday are in addition to the Base Rate of Pay for rostered Ordinary Hours.

21. ANNUAL LEAVE

Accrual of annual leave

- 21.1. Employees are entitled to 4 weeks of annual leave per year. For a full-time employee, this equates to 152 hours of annual leave accruing per year of service.
- 21.2. A shiftworker, for the purposes of the additional week's annual leave referred to in the NES, is a 7 day shiftworker who is regularly rostered to work on Sundays and public holidays. For a full time employee, this equates to an entitlement of 5 weeks or 190 hours of annual leave accruing per year of service.
- 21.3. Annual leave accrues progressively during a year and accumulates from year to year.
- 21.4. Casual employees do not accrue annual leave.
- 21.5. Employees do not accrue annual leave during periods of unpaid absence.

Taking annual leave

- 21.6. Annual leave is taken where:
- 21.6.1. an employee does not work the Ordinary Hours for which the employee was rostered because of the approved annual leave; or
 - 21.6.2. an employee has cashed out the annual leave.
- 21.7. Employees must obtain approval before taking a period of annual leave. Approval will be subject to business and operational needs of the Company, however, approval will not be unreasonably withheld.
- 21.8. Where it is reasonable to do so the Company may direct an employee to take annual leave provided that the employee is given at least 28 days notice of the commencement of annual leave. An employee and the Company may agree to a shorter notice period.

- 21.9. Subject to agreement between the Company and the employee annual leave may be taken in advance.

Payment of annual leave

- 21.10. For each ordinary hour of annual leave taken employees will be paid at their Base Rate of Pay.
- 21.11. Each ordinary hour of annual leave taken will be deducted from an employee's accrual.
- 21.12. Employees will receive an annual leave loading of 17.5% of the Base Rate of Pay.
- 21.13. If the period during which an employee takes paid annual leave includes a day or part- day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid annual leave on that public holiday. Payment, if any, for such days will be in accordance with the Clause 20.

Cashing out annual leave

- 21.14. At times designated by the Company or in conjunction with a period of annual leave and employee with 12 months or more service may with the agreement of the company cash out a portion of their accrued annual leave.
- 21.15. Each agreement to cash out annual leave must be in writing.
- 21.16. After cashing out annual leave the employee must have an annual leave accruals balance of no less than 1 year's accruals for that employee.
- 21.17. The employee will be paid cashed out annual leave on the same basis as had the annual leave been taken in the usual way.

22. LONG SERVICE LEAVE

- 22.1. Employees are entitled to paid long service leave in accordance with the *Long Service Leave Act 1958 (WA)*.

23. PERSONAL / CARER'S LEAVE

Accrual of personal / carer's leave

- 23.1. Employees (except casuals) accrue personal / carer/s leave at the rate of 10 days per year.
- 23.2. An employee's entitlement to paid personal / carer's leave accrues progressively during the year and accumulates from year to year.
- 23.3. Employees do not accrue personal / carer's leave during any period of unpaid absence.

Taking paid / personal carer's leave

- 23.4. An employee may take paid personal / carer's leave if the leave is taken:
- 23.4.1. because the employee is not fit for work because of a personal

illness, or personal injury, affecting the employee; or

- 23.4.2. to provide care or support to a member of the employee's Immediate Family or a member of the employee's household, who requires care or support because of a personal illness, personal injury or unexpected emergency affecting the member.

- 23.5. Hours of personal / carer's leave taken by an employee will be deducted from the employee's accruals.

Notice of absence

- 23.6. Employees who are unable to attend work due to a reason specified in this clause must notify their leader or other nominated person of their absence as soon as reasonably practicable (which may be at a time after the absence has started).
- 23.7. The notice must include the period or expected period of the absence.

Entitlement to unpaid carer's leave

- 23.8. An employee is entitled to 2 days of unpaid carer's leave for each occasion (a permissible occasion when a member of the employee's Immediate Family or a member of the employee's household requires care or support because of a personal illness, personal injury or an unexpected emergency affecting the member.

Taking unpaid carer's leave

- 23.9. An employee may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support in accordance with this clause.
- 23.10. An employee may take unpaid carer's leave as:
 - 23.10.1. a single continuous period that includes no more than 2 days; or
 - 23.10.2. any separate periods to which the employee and Company agree.
- 23.11. An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal / carer's leave.

Evidence requirements

- 23.12. An employee must, if required by the Company, provide evidence that would satisfy a reasonable person that the absence from work is for a reason specified in this clause, for absences which exceed 2 working days, or any absence when the Company requests evidence.

Payment for paid personal / carer's leave

- 23.13. If an employee takes a period of paid personal carer's leave for a reason specified in this clause, the Company will pay the employee at the employee's Base Rate of Pay for the employee's Ordinary Hours of Work for the period.

Employee taken not to be on paid personal / carer's leave on a public holiday

- 23.14. If the period during which an employee takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid personal/carer's leave on that public holiday.

24. COMPASSIONATE LEAVE

- 24.1. Employees (except casuals) are entitled to 2 days paid compassionate leave (on each occasion) when
- 24.1.1. A member of the employee's Immediate Family / Household Member:
- (a) suffers a personal illness that poses a serious threat to their life; or
 - (b) suffers a personal injury that poses a serious threat to their life; or
 - (c) dies, in which case 1 day of paid compassionate leave will be available in addition to the entitlement prescribed in clause 24.1.
- 24.1.2. A child is stillborn, where the child would have been a member of the employee's Immediate Family / Household Member if the child had been born alive; or
- 24.1.3. The employee, or the employee's spouse or defacto partner, has a miscarriage.

25. COMMUNITY SERVICE LEAVE

- 25.1. Community Service Leave is provided in the NES.

26. DOMESTIC AND FAMILY VIOLENCE LEAVE

- 26.1. The Company has a domestic and family violence policy which provides assistance and support, including up to 10 days paid leave, to employees to assist in reducing the impact of domestic and family violence.
- 26.2. The Company's domestic and family violence policy, as amended from time to time, applies to employees covered by this Agreement.
- 26.3. In the event that the entitlement to leave to deal with family and domestic violence under the Company's domestic and family violence policy falls below the entitlement under the NES, the NES provisions will apply.

27. PARENTAL LEAVE

- 27.1. The Company has a Parental Leave Standard (as varied from time to time) which applies to employees covered by this Agreement.

28. DRUG AND ALCOHOL TESTING

- 28.1. Employee's must comply with the Company's drug and alcohol policy and / or with drug and alcohol testing programs of other organisations where such compliance is required for Company employees to enter the other organisation's site.

29. EMPLOYEES TO COMPLY WITH REASONABLE DIRECTION

- 29.1. An employee will carry out such duties as are reasonably within the limits of the employee's skill, competence and training.
- 29.2. The Company may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment (where relevant).
- 29.3. Any direction issued by the company pursuant to the above subclauses will be consistent with the Company's responsibilities to provide a safe and healthy workplace.
- 29.4. An employee will participate in training provided by the Company as required to perform the role for which they are employed.
- 29.5. If given reasonable training, it is a requirement of employees to:
 - 29.5.1. acquire the competency required to perform the role for which they are employed; and
 - 29.5.2. utilise all competencies, once acquired, relevant to perform the functions associated with the role for which they are employed provided the Company has provided reasonable opportunity to for the employee to acquire the competency prior to any performance management arising from the failure to acquire or utilise a competency.
- 29.6. Nothing in this clause prevents an employee from expressing an interest in, or participation in training, and/or work experience for the purpose of gaining skills and competencies outside the scope of their current role.
- 29.7. Approval for such participation will be determined by the Company on the basis of merit.
- 29.8. Voluntary participation in training and/or work experience for the purpose of gaining skills and competencies outside the scope of their current role will not entitle an employee to a higher grade allowance.

30. PARTICIPATION IN INJURY MANAGEMENT

- 30.1. An employee who is injured shall, if directed participate in the company's injury management practices including, but not limited to, attending a doctor nominated by the Company. The direction to participate must be reasonable.

31. SUPERANNUATION

- 31.1. The Company will make superannuation contributions on an employee's behalf into a regulated complying superannuation fund of the employee's choice as required by the Superannuation Guarantee (Administration) Act 1992, as amended from time to time.
- 31.2. Where an employee does not advise the Company of the Employee's choice of fund the superannuation contributions will be paid into the Company's default superannuation fund.
- 31.3. Where an employee elects to salary sacrifice superannuation contributions, such contributions will be in addition to the contributions made under subclause 31.1 above.

32. RECOVERY OF OVERPAYMENT

- 32.1. Where an employee has received an overpayment in error, the full balance of any overpayment can be recovered from monies due to the employee on termination.
- 32.2. The Company may also deduct the value of up to 3 hours (Pro Rata for part-time employees) of Base Rate of Pay from each weekly wages until the overpayment is recovered. Provided that:
 - 32.2.1. The first deduction must not occur any earlier than 2 weeks following the issue of a written notice which includes a description of the nature and timing of the overpayment.
 - 32.2.2. Employees will be advised of a right to request alternative repayment arrangements in circumstances where employees may experience financial hardship.
 - 32.2.3. Nothing in this clause prevents the Company and an employee agreeing in writing to a deduction higher than 3 hours per week.

33. ALLOWANCES

Higher-grade allowance

- 33.1. Where the Company requires an employee to act in a higher graded role which is covered by this agreement, the employee will be paid a higher-grade allowance as follows:
 - 33.1.1. Where the employee acts in the higher graded role for up to 4 hours, a minimum payment of 4 hours of the higher-grade allowance will be made.
 - 33.1.2. Where the employee acts in the higher graded role for more than 4 hours, payment of the higher-grade allowance will be made for the whole shift.
- 33.2. The amount of the higher-grade allowance is the difference between the employee's Base Rate of Pay and the Base Rate of Pay of the higher graded role.
- 33.3. The higher-grade allowance will be included in the calculation of the payment of overtime, shift loadings, and weekend loadings.
- 33.4. To avoid doubt this clause does not result in the employee being reclassified to the higher graded role. The employee remains in their existing role and is paid an allowance for acting in the higher graded role.

Overtime Meal Allowance

- 33.5. An employee will be paid the Overtime Meal Allowance contained in Clause 35.3 where:
 - 33.5.1. An employee is required to work overtime for 2 or more continuous hours; or
 - 33.5.2. An employee is required to start work 2 or more hours prior to their normal starting time.

First aid allowance

- 33.6. Employees qualified and appointed to perform the duties of first aid officer will be paid the First Aid Allowance contained in Clause 35.3 per week while they remain appointed to the role. This allowance will not be paid while employees are on leave or when employees are not at the work location where appointed to perform the duties of a first aid-officer.

Bulk dangerous goods allowance

- 33.7. An employee engaged in the transport of bulk dangerous goods or carting explosives by public road, in conformity with the Australian Code for the Transport of Explosives by Road and Rail, will receive the Bulk Dangerous Goods allowance contained in Clause 35.3 for each day or shift engaged in transporting such goods.
- 33.8. Bulk dangerous goods are those goods defined as such in the Australian Code for the Transport of Dangerous Goods by Road and Rail as amended from time to time.

Travelling Away from Home Allowance

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

Location	Accommodation Rate per day \$	Food & Drink \$			Incidentals \$	Total \$
		B'fast 33.90	Lunch 38.10	Dinner 64.95		
Perth metro area	180.00	136.95			23.95	340.90
Albany	193.00	136.95			23.95	353.90
Bunbury	178.00	136.95			23.95	338.90
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	136.95			23.95	301.90

- 33.10. The travelling away from home allowance, or the relevant component(s), shall not be paid where accommodation and / or meals are paid for by Aurizon or included as part of the cost of travel (e.g. plane travel), training course or conference.
- 33.11. 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.

- 33.12. 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.
- 33.13. The away from travelling away home allowance rates are in accordance with the “Reasonable Daily Travel Allowance” amounts as declared by the Australian Taxation Office (ATO). These amounts, including any changes to the specified high-cost country centres, shall be adjusted each year following publication by the ATO and be effective from the start of the first pay period commencing on or after July 1 each year.

34. CLASSIFICATIONS

Preamble

- 34.1. The classification structure contained in this Clause 34 is designed to promote flexibility and multi-skilling, and the Company commits not to promote deskilling through requiring this degree of flexibility.
- 34.2. Employees in each classification may be required to have the qualifications and competencies for the level or levels below their applicable level. When required, employees will undertake lower-level duties as well as performing tasks incidental to work at their level. The Company will ensure employees undertake duties within the limits of the employees skills, competence and training.
- 34.3. Appointment to a classification level is at the discretion of the Company, and progression to a higher classification level will be based on the Company's operational requirements.

Classifications

Classification	Task and Functions
Equipment Operator Level 1	An employee at this level will perform the duties of: <ul style="list-style-type: none"> • General Yard Hand. • Trainee Operator (non ticketed)
Equipment Operator Level 2	An employee at this level will perform the duties of any of the tasks / activities in Equipment Operator Level 1 and/or any 1 of the below: <ul style="list-style-type: none"> • Forklift Operator. • HC/HR Truck Driver. • Scissor Lift / Elevated Work Platform. • Skid Steer Operator.
Equipment Operator Level 3	An employee at this level will perform the duties of any of the tasks / activities in Equipment Operator Levels 1 and 2, and will be a multi skilled operator qualified, competent and performing at least 2 of the tasks/activities contained in level 2.
Equipment Operator Level 4	An employee at this level will perform the duties of any of the tasks / activities in Equipment Operator Levels 1-3 and/or any 1 of the below: <ul style="list-style-type: none"> • Reach Stacker Operator. • MC Truck Driver. • Front End Loader. • Bulldozer.

Classification	Task and Functions
Equipment Operator Level 5	An employee at this level will perform the duties of any of the tasks / activities in Equipment Operator Levels 1 to 4, and will be a multi skilled operator qualified, competent and performing at least 2 of the tasks/activities contained in level 4.

35. REMUNERATION SCHEDULE

Wage rates

- 35.1. Employees covered by this Agreement from the Commencement Date will receive the hourly wage rates (Base Rate of Pay) set out below.

Classification	Effective 1 December 2024	Effective 1 December 2025	Effective 1 December 2026	Effective 1 December 2027
Equipment Operator Level 1	\$29.51	\$30.70	\$31.93	\$33.21
Equipment Operator Level 2	\$35.50	\$36.92	\$38.40	\$39.94
Equipment Operator Level 3	\$36.75	\$38.22	\$39.75	\$41.34
Equipment Operator Level 4	\$39.66	\$41.25	\$42.90	\$44.62
Equipment Operator Level 5	\$40.95	\$42.59	\$44.30	\$46.08

- 35.2. To the extent that clause 35.1 provides for an employee to receive a pay increase in respect of the period between 1 December 2024 and the Commencement Date, an employee is only entitled to that additional pay if they are employed by the Company under the Agreement as at the Commencement Date.


Allowances

- 35.3. Employees covered by this Agreement from the Commencement Date will receive the following allowances in accordance with clause 33.

Allowance	On Agreement Commencement	Effective 1 December 2025	Effective 1 December 2026	Effective 1 December 2027
Bulk Dangerous Goods Allowance	\$23.12	\$24.04	\$25.01	\$26.01
Overtime Meal Allowance	\$19.81 on commencement and for the life of the Agreement.			
First Aid Allowance	\$15.61 on commencement and for the life of the Agreement.			

AGREEMENT SIGNATURE PAGE

Signed for and on behalf of the Company by their duly appointed representative:

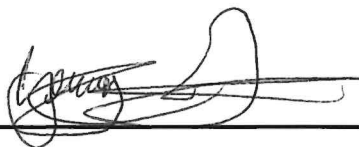
Signature:  Date: 19 February 2025

Name: Alexander Barrable

Position: GM Bulk Terminals, Assets & Integrated Operations

Address: 2-10 Adams Drive, WELSHPOOL, WA 6106

Signed for and on behalf of the employees by their duly appointed representative:

Signature:  Date: 24/02/25

Name: GEORGE JOHNSTON

Position: INDUSTRIAL ORGANISER RTBU (WA BRANCH)

Address: UNIT 2/10 NASH ST, PERTH WA 6000

ATTACHMENTS

ATTACHMENT A – DISPUTE RESOLUTION FORM

(To be used in conjunction with Clause 7 - Dispute Resolution)

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:** _____

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

What is the nature of the dispute?

Why is the matter disputed?

What is the desired outcome and why?

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

**Leader / Manager
Signature:**

Date:

Employee Signature:

Date:

IN THE FAIR WORK COMMISSION

FWC Matter No: AG2025/494

Applicant: Aurizon Resource Logistics Pty Limited

Section 185 – Application for approval of a single enterprise agreement

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

I, Paul Henderson, Principal Employee Relations, have the authority given to me by Aurizon Resource Logistics Pty Limited to give the following undertakings with respect to the *Aurizon Bulk (Western Australia) Terminal Operations Enterprise Agreement 2024* ("the Agreement"):

1. Apprentices

No apprentices will be employed under the Agreement.

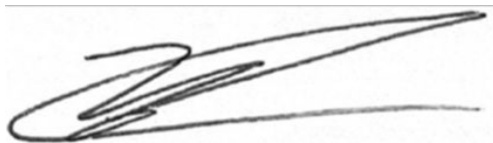
2. Clause 9.3 - Part-time employment

Before an employee commences part-time employment under the Agreement, the Company and the employee will agree in writing on the hours to be worked each day, which days of the week the employee will work, the starting and finishing times each day and the classification applying to the work to be performed.

3. Clause 11 – Individual Flexibility Agreements

Clause 11.6.1 of the Agreement will be read as "*on not more than 28 days' written notice given by the Company or the employee; or*".

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



Name: Paul Henderson

14 March 2025

Date