



# DECISION

*Fair Work Act 2009*

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

**Aurizon Operations Limited T/A Aurizon**  
(AG2019/2837)

## AURIZON COAL ENTERPRISE AGREEMENT 2019

Rail industry

DEPUTY PRESIDENT ASBURY

BRISBANE, 4 NOVEMBER 2019

*Application for approval of the Aurizon Coal Enterprise Agreement 2019.*

[1] Aurizon Operations Limited T/A Aurizon (the Applicant) applies to the Fair Work Commission (the Commission) for approval of an enterprise agreement known as the *Aurizon Coal Enterprise Agreement 2019* (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). The Agreement is a single enterprise agreement.

[2] The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union known as the Australian Manufacturing Workers' Union, the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, the Australian Federated Union of Locomotive Employees and the Australian Rail, Tram and Bus Industry Union of Employees, being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act I note that the Agreement covers these organisations.

[3] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[4] The Agreement is approved in accordance with s.54 of the Act and will operate from 11 November 2019. The nominal expiry date of the Agreement is 11 November 2022.



DEPUTY PRESIDENT

[2019] FWCA 7580

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<AE505983 PR713968>



# AURIZON COAL ENTERPRISE AGREEMENT 2019



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## PART 1 - FORMALITIES

### 1. TITLE

- 1.1. The title of this Agreement is the Aurizon Coal Enterprise Agreement 2019.

### 2. COMMENCEMENT

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

### 3. COVERAGE

- 3.1. This Agreement covers and applies to Aurizon Operations Limited and any employees of that Company working in Queensland in the Coal Business Unit in a classification contained in the schedules to this Agreement.
- 3.2. The schedules included as part of this Agreement are:
- 3.2.1. Schedule 1 – Transport Operations Stream
- 3.2.2. Schedule 2 – Train Crew Stream
- 3.2.3. Schedule 3 – Maintenance Stream
- 3.3. This Agreement does not cover employees who are engaged in a position classified between ET4 and ET6, where Aurizon has determined that a trade qualification is not a mandatory requirement of the position.
- 3.4. The provisions in Part 1 to Part 7 of this Agreement apply to all employees covered by this Agreement.
- 3.5. Where a provision in Part 1 to Part 7 of this Agreement is inconsistent with a provision in a schedule the provision in the schedule shall prevail to the extent of the inconsistency.

### 4. RELATIONSHIP WITH AWARDS AND OTHER ENTERPRISE AGREEMENTS

- 4.1. This Agreement prevails over all Awards in their entirety. To the extent permitted by the Act this Agreement prevails over any other Agreement in its entirety.

### 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</i>

Aggregate wage employee	Means an employee working in a Maintenance depot who is paid the aggregate allowance.
Agreement	Means this enterprise agreement.
“Aurizon” or “the Company”	Means Aurizon Operations Limited.
Award	Means the <i>Rail Industry Award 2010</i> .
Base rate of pay	Has the same meaning as provided in the Act.
Coal Business Unit	Is the part of the Aurizon business responsible for managing Aurizon’s coal haulage operations in the Central Queensland and South East Queensland coal rail networks.
Commencement	Means the date this Agreement will commence to operate seven days after it is approved by the Fair Work Commission.
Fair Work Commission (FWC)	Means the Fair Work Commission.
Member of an employee’s household	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	<p>Means:</p> <ul style="list-style-type: none"> <li>▪ an employee’s spouse (including de facto spouse, former spouse, former de facto spouse or same sex partner)</li> <li>▪ a child (including an adult child, adopted child, foster child, or step child of an employee or an employee’s spouse</li> <li>▪ a parent, grandparent, grandchild or sibling of an employee or an employee’s spouse.</li> </ul> <p>Immediate family also includes a Member of an employee’s household as defined above.</p> <p>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 applicable minimum number of hours an employee must work on average each week in accordance with the minimum number of hours prescribed as Ordinary hours in each Schedule to the Agreement.
Primary caregiver	Means a person who assumes the principal role of providing care to a child.
Pro rata or Pro rated	In the context of part time employment means the proportional average weekly hours the part time employee is available to be rostered as a proportion of full-time availability, 38 (or where specified in this Agreement 40) Ordinary hours per week.
Relevant rate	Means, unless specified to the contrary:



	<ul style="list-style-type: none"> <li>• For train crew who receive the penalty allowance, the sum of the Base rate of pay and the penalty allowance;</li> <li>• For all other employees, the Base rate of pay.</li> </ul>
Roster	Means an arrangement of ordinary (and where applicable overtime) hours to be worked by an employee over a specified period of time.
Roster cycle	Means the period over which the Roster operates before it repeats the pattern of days on / days off.

## PART 2 - CONSULTATION AND DISPUTE RESOLUTION

### 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, or
- the use of contractors

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. The potentially affected employees may appoint a representative for the purposes of the procedures in this term.

6.3. If potentially affected employees appoint a representative for the purposes of consultation and an employee or employees advise the Company of the identity of the representative, the Company may recognise the representative.

6.4. 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**

- 6.5. 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.
- 6.6. 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.
- 6.7. 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**

- 6.8. 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.
- 6.9. The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 6.10. If relevant employees appoint a representative for the purposes of consultation and an employee or employees advise the Company of the identity of the representative, the Company must recognise the representative.
- 6.11. As soon as practicable after proposing to introduce the change, the Company must:
  - 6.11.1. discuss with the relevant employees the introduction of the change; and
  - 6.11.2. 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
  - 6.11.3. 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).

- 6.12. The Company is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 6.13. The Company must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 6.14. In this clause, relevant employees mean the employees who may be affected by a change referred to in clause 6.8.
- 6.15. This clause operates subject to any specific provisions of this Agreement relating to changes to rosters or Ordinary hours of work.

## **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:
- **Step 1:** Discussions will be held between the employee/s concerned and the relevant supervisor. These discussions will be held within 48 hours of the dispute being raised, unless agreed otherwise. 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. 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;
  - **Step 2:** Discussions will be held between the employee/s concerned and a senior level manager as appropriate. These discussions will be held within 48 hours of the dispute being referred to Step 2, unless agreed otherwise. 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. 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.
  - **Step 3:** The employee/s or the Company may refer the dispute to the FWC. Where such an application is made, the FWC shall first attempt to resolve the dispute through conciliation. Where conciliation does not resolve the dispute, the matter may be determined by arbitration. Where the dispute is subject to arbitration the decision of the FWC is binding.
- 7.2. 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.
- 7.3. Where the timeframes in this process are not met, the Company may proceed to implement the change and the dispute may only proceed to conciliation. The timeframes do not include Saturdays, Sundays or public holidays.

7.4. Where the timeframes have been met and:

- a dispute is referred to the FWC in accordance with Step 3, the Company must not implement the disputed changes until the conciliation conference has been completed; or
- a dispute is referred to the FWC in accordance with Step 3 and the dispute arises from a decision of the Company which would result in the termination of employment due to redundancy, the Company will not implement the disputed changes until this step in the disputes procedure has been completed.

7.5. 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 that is safe and appropriate for the employee to perform.

7.6. In this clause;

- **relevant supervisor** means the employee/s concerned direct supervisor or manager, unless the Company has nominated another person in writing to be the relevant supervisor for the purpose of this Agreement.
- **senior level manager** means the manager or direct supervisor of the relevant supervisor (manager once removed), unless the Company has nominated another person in writing to be the senior line manager for the purpose of this Agreement.

## PART 3 - TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT

### 8. TYPES OF EMPLOYMENT

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

#### **Full-time employment**

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

#### **Part-time employment**

8.3. A part-time employee is an employee who:

- is engaged to work an average of fewer than 38 Ordinary hours per week; and
- receives, on a Pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

8.4. A part-time employee may agree to work hours in excess of the agreed hours. The 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 for the purpose of leave accruals).

### **Casual employment**

- 8.5. A casual employee is an employee engaged and paid as such.
- 8.6. For each hour worked, a casual employee will be paid the hourly Base rate of pay for their classification plus a casual loading of 23%.

### **Temporary employment**

- 8.7. Temporary employees are engaged by the Company for a specified period or project.
- 8.8. Temporary employees may be employed on a full-time or part-time basis.
- 8.9. Temporary employment will terminate on expiry of the specified period or on completion of the specified project (whichever is applicable).
- 8.10. 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.
- 8.11. The Company is under no obligation to offer further employment upon the expiry of temporary employment.

### **Apprenticeships and Traineeships**

- 8.12. Apprentices and trainees will be engaged as part of an employment-based training scheme approved under the *Vocational Education, Training and Employment Act 2000 (Qld)*.

## **9. RIGHT TO REQUEST CASUAL CONVERSION**

- 9.1. A person engaged by the Company as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- 9.2. A regular casual employee is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under this Agreement.
- 9.3. A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- 9.4. A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.

- 9.5. Any request under this clause must be in writing and provided to the Company.
- 9.6. Where a regular casual employee seeks to convert to full-time or part-time employment, the Company may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- 9.7. Reasonable grounds for refusal include that:
- 9.7.1. it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this Agreement –that is, the casual employee is not truly a regular casual employee as defined in clause 9.2 of this Agreement;
  - 9.7.2. it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
  - 9.7.3. it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
  - 9.7.4. it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- 9.8. For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- 9.9. Where the Company refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the Company's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in this Agreement. Under that procedure, the employee or the employer may refer the matter to the FWC if the dispute cannot be resolved at the workplace level.
- 9.10. Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the Company and employee must discuss and record in writing:
- 9.10.1. the form of employment to which the employee will convert –that is, full-time or part-time employment; and
  - 9.10.2. if it is agreed that the employee will become a part-time employee, the number of hours to be worked each day, the days of the week the employee will work and the starting and finishing times each day.

- 9.11. The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- 9.12. Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the Company.
- 9.13. A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- 9.14. Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits the Company to require a regular casual employee to so convert.
- 9.15. Nothing in this clause requires the Company to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- 9.16. The Company must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this clause within the first 12 months of the employee's first engagement to perform work.
- 9.17. A casual employee's right to request to convert is not affected if the Company fails to comply with the notice requirements in the above clause.

## **10. LABOUR HIRE**

- 10.1. The parties recognise the importance of maintaining and improving the job security of employees.
- 10.2. The Company recognises that the unions' preference is for full-time, permanent, direct employment and not engagement of contract labour via a labour hire company.
- 10.3. The Company will ensure as far as reasonably practicable that, when engaging contract labour via a labour hire company:
  - 10.3.1. the labour hire company can meet its employment obligations to the contract labour; and
  - 10.3.2. the contract labour of the labour hire company can work safely, at all times while the contract labour is working on an Aurizon site.

## **11. INDIVIDUAL FLEXIBILITY AGREEMENTS**

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

11.3. The IFA must:

- be about matters that would be permitted matters if the arrangement was an enterprise agreement; and
- not include a term that would be an unlawful term if the agreement was an enterprise agreement.

11.4. The Company must ensure that the IFA results in the employee being better off overall than if the IFA had not been agreed.

11.5. The Company must ensure that the IFA:

- is in writing;
- is signed by the employee and the Company;
- if the employee is under 18 years of age, by a parent or guardian of the employee;
- includes details of the terms of this Agreement that will be varied by the arrangement, how the arrangement will vary the effect of the terms and how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- states the day on which the arrangement commences.

11.6. The Company will ensure that a copy of the IFA is given to the employee within 14 days of the arrangement being agreed.

11.7. Any IFA may be terminated:

- on 28 days' written notice given by the Company or the employee; or
- by the employee and the Company, at any time, if they agree in writing to the termination.

11.8. An IFA can be reached between the Company and an individual employee in relation to any clause of this Agreement except for:

- Clause 1 – Title
- Clause 2 - Commencement
- Clause 3 – Coverage
- Clause 4 – Relationship with Awards and other enterprise agreements
- Clauses 5, 36, 49 and 68 – Definitions and interpretation
- Clause 50 – Train Crew hours of work;
- Clause 63 – Coal CQ hours of work;



- Clause 64 – Coal SEQ hours of work; and
- this clause.

## **12. TERMINATION OF EMPLOYMENT**

### **Notice by the Company**

- 12.1. The Company may provide an employee with notice of termination of employment for reasons including but not limited to unsatisfactory performance, unacceptable conduct, matters arising under Aurizon's Health Management Standard or redundancy.
- 12.2. Notice of termination is as provided for in the NES.
- 12.3. The minimum period of notice that must be given by the employer is below:

<b>Employee's period of continuous service with the employer at the end of the day the notice is given</b>	<b>Period</b>
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

- 12.4. 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 employer at the end of the day the notice is given.

### **Notice of termination by an employee**

- 12.5. Unless otherwise agreed by the Company and an employee, the notice of termination required to be given by an employee is two weeks.
- 12.6. If an employee who is at least 18 years of age fails to work the required or agreed notice, the Company may withhold from wages due to the employee on termination, an amount that is no more than one week's wages for the employee.

### **Job search entitlement**

- 12.7. 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 one 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**

- 12.8. Subject to this Agreement upon termination employees will be paid:
- for time worked (up to the time of termination); and
  - any payment in lieu of notice; and

- any untaken annual leave (including loading); and
- any untaken long service leave.

### **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.

#### **Suitable alternative position**

- 13.2. For the purpose of this clause a suitable alternative position includes, but is not limited to, the following:
- 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
  - 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.

#### **Minimising / avoiding involuntary 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 Company's redundancy mitigation programme.
- 13.5. The Company shall pay a relocation incentive payment when:
- an employee's position is identified as no longer required; and
  - the employee is offered and accepts a position in another Aurizon location which requires the employee to relocate.
- 13.6. The relocation incentive payment will be the equivalent of the notice period the employee would have received if their employment was terminated by way of redundancy, plus five weeks. This is calculated on the employee's Base rate of pay in the position that is no longer required. Other applicable relocation benefits will apply in accordance with Aurizon's Relocation Benefits Corporate Principle (as varied from time to time).
- 13.7. Where the Company decides there are redundancies in a specific class of positions, the Company must accept all volunteers for redundancy from within

that class before proceeding to involuntary redundancy. Should there be a greater number of volunteers for redundancy than the Company requires, the selection of volunteers will be from that pool of volunteers and at the discretion of the Company.

- 13.8. Unless otherwise agreed by the Company and an employee, there will be a minimum period of three weeks between the Company opening expressions of interest for Voluntary Redundancy and the termination of an employee by Voluntary Redundancy.
- 13.9. Expressions of interest for Voluntary Redundancy may be sought by the Company from the commencement of consultation.

### **Severance pay for existing employees**

- 13.10. Employees who are employed by the Company prior to the Commencement date of this Agreement and who subsequently have their employment terminated by reason of redundancy will be paid severance pay calculated as follows:
- For service up to and including 10 years – four weeks' pay at the Base rate of pay for each year of service.
  - For each year of service in excess of 10 years – three weeks' pay at the Base rate of pay for each year of service.
  - The maximum payment for severance pay is 124 weeks at the Base rate of pay. The calculation of severance pay will not include any allowances (including the aggregate allowance or any other all-purpose allowances) or any other payments.

### **Severance pay for new employees**

- 13.11. Employees who commenced employment with the Company after the Commencement date of this Agreement and who subsequently have their employment terminated by reason of redundancy will be paid severance pay calculated as follows:
- For employees with less than one year of service – nil.
  - For employees with at least one but less than two years of service – 4 weeks' pay at the Base rate of pay.
  - For employees with two years of service or more – 3 weeks' pay at the Base rate of pay for each completed year of service.
  - The maximum payment for severance pay is 52 weeks at the Base rate of pay.

### **Pro-rata service**

- 13.12. An employee with:
- one or more periods of part-time employment; and/or

- one or more periods of leave without pay

will for each such year be credited with Pro rata service. The Pro rata service credited to the employee will be the proportion the total Ordinary hours worked by the employee during the year bears to 1976 hours (i.e. annual Ordinary hours – 38 hours per week x 52 weeks). The maximum severance payment will be similarly pro-rated.

#### **Employee leaving during notice period**

- 13.13. 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.

#### **14. NO FORCED RELOCATION**

- 14.1. An employee will not be forced to relocate from their home location to an alternate home location.
- 14.2. For the purposes of this clause, “relocation” occurs when the move to the new location would reasonably require the employee to change their place of residence.

### **PART 4 - HOURS OF WORK RELATED MATTERS**

#### **15. PAYMENT OF WAGES**

##### **Wages to be paid fortnightly**

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

##### **Pay averaging**

- 15.2. A full-time employee will be paid for 76 Ordinary hours each pay fortnight irrespective of the Ordinary hours worked in the pay fortnight. This payment averages an employee’s wages in order to avoid the peaks and troughs that may occur under some rosters should the employee only be paid the Ordinary hours worked each pay fortnight.

##### **No pay for hours not worked**

- 15.3. Nothing in this clause obligates the Company to pay for rostered hours not worked by an employee in circumstances where payment for such absence is not otherwise required at law.

## PART 5 - LEAVE

### 16. LONG SERVICE LEAVE

#### Accrual of long service leave

- 16.1. Employees are entitled to 345.8 hours (364 hours for employees who work a 40 hour week) of long service leave on completion of 7 years' continuous service.
- 16.2. For any continuous service beyond 7 years, employees will accrue long service leave at the rate of 49.4 hours per year (52 hours per year for employees who work a 40 hour week).
- 16.3. Employees will not accrue long service leave during any period of unpaid absence.
- 16.4. For casual employees, service remains continuous provided the casual employee is re-engaged on a casual or other (e.g. fixed-term or permanent) basis within 3 calendar months of the date of the termination of employment.
- 16.5. The entitlement to long service leave for casual employees is determined by the following:
  - Upon 7 years' continuous service the employee's total aggregated hours divided by 13832 (14560 for employees who work a 40 hour week), (i.e. 7 years x 52 weeks per year the number of Ordinary hours per week) multiplied by 345.8 hours (364 hours for employees who work a 40 hour week) (i.e. full-time hours of long service leave);
  - After 7 years' service the rate of the employee's annual total aggregated hours in the preceding 12 months divided by 1976 hours (2080 hours for employees who work a 40 hour week) multiplied by 49.4 hours (52 hours for employees who work a 40 hour week).
  - A casual employee may only access their accrued long service upon 7 years of continuous service.

#### Taking long service leave

- 16.6. Long service leave is "taken" where:
  - an employee does not work the Ordinary hours for which the employee was rostered because of the approved long service leave; or
  - an employee has cashed out the long service leave; or
  - the employee has salary sacrificed the long service leave.
- 16.7. A period of long service leave commences at the start time of the first shift missed due to the taking of the long service leave and will end at the start time of the first shift worked following the long service leave.

- 16.8. Employees must obtain approval before taking a period of long service leave. Approval will be subject to the business and operational needs of the Company, however, approval will not be unreasonably withheld.
- 16.9. Where it is reasonable to do so the Company may direct an employee to take long service leave provided that the employee is given at least 3 months' notice of the commencement of the long service leave; and
- the employee has not been refused a requested period of long service leave greater than 1 week in the previous 12 months; or
  - the employee has not provided notice of intention to retire or resign as at any time in the following 12 months; and
  - the direction to take leave would not result in the employee having a long service leave balance below 180 hours.
- 16.10. The Company's ability to direct employees to take long service leave operates subject to the shutdown provisions of this Agreement.

#### **Payment of long service leave**

- 16.11. Subject to the pay averaging provisions of this Agreement, employees will be paid for each ordinary hour of long service leave at the Relevant rate of pay.
- 16.12. Each ordinary hour of long service leave taken will be deducted from an employee's accrual.
- 16.13. Where a public holiday falls within a period of long service leave, the day will be paid as a public holiday and not as long service leave.

#### **Cashing out long service leave**

- 16.14. Employees with 7 or more years of service may apply to cash out a portion of their accrued long service leave under the following conditions:
- the application will be in writing; and
  - employees must have at least 180 hours of long service leave remaining after they have cashed out a portion of their long service leave.

### **17. ABORIGINAL AND TORRES STRAIT ISLANDER CULTURAL LEAVE**

- 17.1. Aboriginal and Torres Strait Islander employees are entitled to cultural leave without pay as is reasonably required to attend 5 days of ceremonies related to their Aboriginal and/or Torres Strait Islander culture.

## **18. PERSONAL / CARER'S LEAVE**

### **Accrual of personal / carer's leave**

- 18.1. Employees (except casuals) accrue personal / carer's leave at the rate of 10 days per year.
- 18.2. An employee's entitlement to paid personal / carer's leave accrues progressively during the year and accumulates from year to year.
- 18.3. Employees do not accrue personal / carer's leave during any period of unpaid absence, except where the unpaid absence is to take community service leave. Where an employee provides evidence (in accordance with this clause) that the absence is due to personal illness or personal injury the employee will accrue personal / carer's leave during such absence.

### **Taking paid personal / carer's leave**

- 18.4. An employee may take paid personal / carer's leave if the leave is taken:
  - because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
  - 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.
- 18.5. Personal / carer's leave taken by an employee will be deducted from the employee's accruals.
- 18.6. Unused personal / carer's leave will not be paid out upon termination of employment.

### **Notice of absence**

- 18.7. Employees who are unable to attend work due to a reason specified in this clause must notify their supervisor or other nominated person of their absence as soon as reasonably practicable (which may be at a time after the absence has started).
- 18.8. The notice must include the period or expected period of the absence.
- 18.9. The above two clauses do not apply to an employee who could not comply with them because of circumstances beyond the employee's control.

### **Entitlement to unpaid carer's leave**

- 18.10. An employee is entitled to two 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

personal illness, personal injury or an unexpected emergency affecting the member.

### **Taking unpaid carer's leave**

- 18.11. 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.
- 18.12. An employee may take unpaid carer's leave as:
- a single continuous period that includes no more than two rostered shifts; or
  - any separate periods to which the employee and the Company agree.
- 18.13. An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal / carer's leave.
- 18.14. Casual employees may apply for unpaid carer's leave.

### **Evidence requirements**

- 18.15. 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 two working days, or any absence when the Company requests evidence.

### **Payment for paid personal / carer's leave**

- 18.16. If an employee takes a period of paid personal / carer's leave for a reason specified in this clause, the Company must pay the employee at the employee's Relevant rate of pay for the employee's Ordinary hours of work in the period.

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

- 18.17. 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.

## **19. COMPASSIONATE LEAVE**

- 19.1. Employees (except casuals) are entitled to 2 days' paid compassionate leave (on each occasion) to spend time with Immediate family or a Member of the employee's household who contracts or develops a personal illness or injury that poses a serious threat to their life. Casual employees are entitled to 2 days' unpaid compassionate leave on each occasion.
- 19.2. Where a member of the employee's Immediate family or a Member of the employee's household dies, the employee is entitled to three days of paid compassionate leave. Any leave taken for a bereavement is a separate



entitlement to any compassionate leave taken prior to the death of the employee's Immediate family or Member of the employee's household.

## **20. COMMUNITY SERVICE LEAVE**

### **Jury Service**

- 20.1. Any employee, other than a casual employee, who is absent from work because of jury service (including attendance for jury selection) required by or under a law of the Commonwealth, a State or a Territory will be paid at the Relevant rate of pay for the employee's Ordinary hours of work in the period (Base rate of pay plus aggregate allowance for Aggregate wage employees), provided that:
  - 20.1.1. Employees are not entitled to receive overtime for any attendance at jury service which extends beyond their normal rostered hours.
  - 20.1.2. If an employee has received jury service pay (within the meaning of the Act), the Company will reduce payments made to the employee under this clause by the amount of jury service pay received.
  - 20.1.3. The employee notifies their supervisor or manager as soon as practicable regarding dates they are (or may be) required.

### **Rostering employees on Jury service**

- 20.2. Employees participating in jury service must be rostered to day shifts (not rostered to night shifts) for the full duration of the period required for jury service.
- 20.3. Time spent in attendance at jury service counts as normal working time for the purposes of fatigue management, including for the purpose of:
  - 20.3.1. the consecutive number of days worked; and
  - 20.3.2. the minimum break between their last attendance at ordinary duties and the commencement of jury service; and
  - 20.3.3. the minimum break between their attendance at jury service and the resumption of their normal duties.

### **Return to duty**

- 20.4. Any employee released from jury service during a period of leave under this clause is required to advise their supervisor they are no longer required for jury service. Unless impractical an employee will be expected to return to work for their normal rostered hours in the remainder of their shift.

### **Voluntary emergency management activity**

- 20.5. An employee, other than a casual, entitled to be absent from work to engage in voluntary emergency management activity in accordance with legislation or regulation, will not lose pay for any Ordinary hours of work missed while the

employee engages in the activity or undertakes reasonable travel associated with the activity.

- 20.6. Reasonable rest time immediately following the activity will be unpaid or taken as another applicable leave type.
- 20.7. An employee may, at the Company's discretion, access paid leave for training for voluntary emergency management activities to a maximum of 38 Ordinary hours in a calendar year.

## **21. DOMESTIC AND FAMILY VIOLENCE LEAVE**

- 21.1. Aurizon will provide up to 10 days of paid leave each year as appropriate for employees who require an absence from work for reasons associated with experiencing domestic and family violence.
- 21.2. This leave is not available in circumstances where the employee is the perpetrator of the domestic and family violence.
- 21.3. Domestic and family violence can be any behaviour or pattern of behaviours used by one person to establish and maintain power and control over a person with whom they are in a relevant relationship (a current or former partner, family member or a person with whom the perpetrator shares a child in common). Domestic and family violence is behaviour which in any way controls or dominates and causes the target to fear for their safety or wellbeing or that of someone else.
- 21.4. The Aurizon Domestic and Family Violence Corporate Principle, as amended from time to time, applies to employees covered by this Agreement in addition to these provisions. With the exception of the entitlement to 10 days of paid leave each year, employees are entitled to the benefits provided by the Aurizon Domestic and Family Violence Corporate Principle.
- 21.5. In the event that the entitlement to leave to deal with family and domestic violence under the Aurizon Domestic and Family Violence Corporate Principle falls below the entitlement under the *Rail Industry Award 2010*, the Award provision will apply.

## **22. BLOOD DONOR**

- 22.1. Some community activities such as blood donation are endorsed by Aurizon. Absences to undertake such activities will be considered as duty but must be approved in advance by the Company subject to operational requirements.

## **23. LEAVE WITHOUT PAY**

- 23.1. The Company may, at its discretion, approve an employee's application for leave without pay.

## 24. MILITARY LEAVE

- 24.1. The Company will release Defence Reserve members for the purposes of rendering Defence Service in accordance with the provisions of the *Defence Reserve Service (Protection) Act 2001 (Cth)* as amended from time to time.
- 24.2. An employee seeking military leave must make a request which will be approved by the Company provided that the employee provides supporting documentation.
- 24.3. All military leave will be counted as continuous service with the Company.
- 24.4. An employee absent from work on military leave will not lose pay for any Ordinary hours of work occurring during absences up to a maximum payment of 152 hours (160 hours for employees in the Train crew stream) in any calendar year.
- 24.5. In the event an employee's entitlement under the *Defence Reserve Service (Protection) Act 2001 (Cth)* is more favourable than their entitlement under this clause, the employee shall be entitled to Defence Service leave in accordance with the *Defence Reserve Service (Protection) Act 2001 (Cth)*.

## 25. NATURAL DISASTER / SEVERE WEATHER EVENT LEAVE

- 25.1. Where a natural disaster is declared by a State or Federal Government (or where a similar natural event occurs as declared by the Company including floods, cyclones, severe storms, bushfires or earthquake) and an employee is absent from work for all or part of a shift due to one of the following circumstances:
- the inability of the employee to travel to their place of work from their residence; or
  - the employee remaining at (or returning to) their residence to safeguard family and/or property; or
  - the employee remaining at (or returning to) their residence to avoid being stranded at work; or
  - the employee responding to the impact of the natural disaster on their property; or
  - any other reason approved by the Company;

the employee may be granted up to 3 days of natural disaster leave per calendar year. The relevant manager may, at his or her discretion, approve further leave under this provision.

- 25.2. An employee granted natural disaster leave will not lose pay for any Ordinary hours missed provided that in the above:
- the circumstance exists; or

- it is reasonably likely that the circumstance will exist at a relevant time; or
- the action by the employee was reasonable taking into account all relevant information.

## **26. PARENTAL LEAVE**

### **General rule - notice**

- 26.1. An employee is not entitled to take parental leave unless they inform the Company of their intention to take unpaid parental leave by giving at least 10 weeks' written notice (unless it is not possible to do so).
- 26.2. Notice must include the intended start and end dates of any leave.
- 26.3. At least four weeks before the intended start date the employee must confirm the intended start and end dates or advise the Company of any changes to the intended start and end dates (unless it is not possible to do so).
- 26.4. Where concurrent leave is to be taken in separate periods, these notice requirements apply to the first period of that leave. For second and subsequent periods, the employee must provide the Company with 4 weeks' notice.
- 26.5. An employer may require evidence that would satisfy a reasonable person of the actual or expected date of birth of a child or the day or expected day of placement of a child under 16.

### **General rule - qualification**

- 26.6. An employee is entitled to parental leave under this clause if the employee has, or will have, completed at least 12 months of continuous service with the employer immediately before the date of birth, or placement in the case of adoption.
- 26.7. Casual employees are entitled to parental leave under this clause if they meet the requirements under clause 26.6 above and if they are engaged in regular and systematic work with a reasonable expectation of ongoing employment.

### **General rule - additional government entitlements**

- 26.8. The entitlement to paid parental leave types under this clause is in addition to any entitlement under any Australian Government's paid parental leave scheme.

### **Pre-natal/adoption leave**

- 26.9. An employee with 12 months' continuous service who is pregnant or adopting a child is entitled to 1 week of paid pre-natal/adoption leave to attend pre-natal/adoption appointments.

- 26.10. An employee with 12 months' continuous service whose partner is adopting a child is entitled to 2 days of paid pre-adoption leave to attend pre-adoption appointments.
- 26.11. An employee with 12 months' continuous service whose partner is pregnant is entitled to 2 days of paid pre-natal leave to attend pre-natal appointments.
- 26.12. Partners of employees adopting a child are entitled to an additional 1 day of unpaid pre-adoption leave to attend pre-adoption appointments.

### **Unpaid special maternity leave**

- 26.13. An eligible pregnant employee is entitled to take unpaid special maternity leave if the employee is not fit for work because of:
- a pregnancy-related illness, or
  - the pregnancy ends, not in the birth of a living child, within 28 weeks of the expected date of birth.
- 26.14. If the pregnancy ends, not in the birth of a living child, within 28 weeks of the expected date of birth and there was a birth the employee is entitled to 6 weeks' paid leave.

### **Taking leave due to a pregnancy related illness**

- 26.15. An employee experiencing a pregnancy-related illness may access accrued leave entitlements (including own personal/carer's leave, annual leave, long service leave) prior to starting parental leave.
- 26.16. Where those entitlements are exhausted, the employee may:
- take unpaid own personal/carer's leave; or
  - request to work part-time for a period; or
  - access unpaid special maternity leave (refer to the provisions of this Agreement dealing with special maternity leave); or
  - apply to start parental leave early.

*NB. If a female employee has an entitlement to paid personal / carer's leave, she may take that leave instead of taking unpaid special maternity leave.*

### **Transfer to a safe job or 'paid no safe job leave'**

- 26.17. An eligible pregnant employee has in specified circumstances an entitlement to be transferred to an 'appropriate safe job'. An appropriate safe job is a job that has:
- the same Ordinary hours of work as the employee's present position or

- a different number of Ordinary hours agreed to by the employee.

26.18. This entitlement applies if the employee:

- is entitled to unpaid parental leave; and
- has complied with the notice and evidence requirements for accessing that unpaid parental leave; and
- has provided evidence (e.g. a medical certificate) that would satisfy a reasonable person that they are fit for work, but that it is inadvisable for them to continue in their present position during a period because of:
  - illness or risks arising out of the pregnancy or
  - hazards connected with that position.

26.19. If these requirements are met and there is an appropriate safe job available, the employee must be transferred to that job for the risk period, with no other change to the employee's terms and conditions of employment. The employer must pay the employee at their full rate of pay for the position they were in before the transfer and for the hours they work during the risk period.

26.20. If there is no appropriate safe job available, the employee is entitled to take paid 'no safe job leave' for the risk period, and be paid at their Relevant rate of pay for Ordinary hours of work.

26.21. If an employee is on paid 'no safe job leave' during the six week period before the expected date of birth, the Company may ask the employee to give the Company a medical certificate stating whether they are fit for work.

26.22. The employer may require the employee to take a period of unpaid parental leave as soon as practical if:

- the employee does not give the Company a medical certificate within seven days after the request; or
- within seven days after the request, the employee provides a certificate stating they are not fit for work.

26.23. The 'no safe job leave' ends when the period of paid or unpaid parental leave starts.

### **Paid Primary caregiver leave**

26.24. An employee with 12 months' continuous service who will give birth to, or adopt a child, is entitled to 14 calendar weeks of paid Primary caregiver leave.

26.25. Where the leave is for a birth such leave may commence up to 6 weeks before the expected birth date and must include the 6 weeks immediately following the birth.

- 26.26. The period of paid Primary caregiver leave will be reduced by the equivalent period of any paid no safe job leave taken from the after the commencement of 6 weeks from the expected date of birth.
- 26.27. In cases where the birth parent, (or the original Primary caregiver in the case of adoption), returns to work and their partner (the employee) is to be the Primary caregiver for the child, the employee is entitled to access up to a maximum of 7 weeks of paid leave calculated as follows:
- 14 weeks' paid Primary caregiver leave
  - minus the number of weeks of leave taken by the birth parent (which will be a minimum of 6 weeks).
  - minus the 1 week of partner's leave taken at the time of the birth.
- 26.28. Leave for the partner to be the Primary caregiver cannot be taken at the same time that the birth parent (or the original Primary caregiver in the case of adoption) is on Primary caregiver leave.
- 26.29. Generally the same rules that apply to the birth parent (or the original Primary caregiver in the case of adoption), taking this leave will apply to the partner who is to be the Primary caregiver.

#### **Concurrent leave for partners**

- 26.30. An employee whose partner gives birth to, or adopts a child is entitled to 1 week of paid partner's leave and 7 weeks of unpaid partners leave.
- 26.31. This leave must be taken concurrently with the Primary caregiver's leave and be in blocks of at least 1 week unless otherwise agreed.

#### **Payment for parental leave**

- 26.32. Where this clause requires paid parental leave, such leave will be paid at the Relevant rate of pay for Ordinary hours of work for the employee's substantive position. To avoid doubt superannuation contributions will continue during periods of such paid parental leave.
- 26.33. Where an employee is entitled to paid parental leave pursuant to the Australian Government Paid Parental Leave Scheme, the Company will, for each week of such paid leave, and in addition to the requirements of the scheme, make superannuation contributions based on the amount required to be paid to the employee pursuant to the Scheme.
- 26.34. Employees accrue annual leave, long service leave and personal / carer's leave during paid parental leave.
- 26.35. Part-time and eligible casual employees will be entitled to the same number of week's parental leave as full-time employees. However, part-time and casual employees will be paid these weeks of paid parental leave on a pro-rata basis.

## **52 weeks of leave & unpaid Primary caregivers leave**

- 26.36. Employees who are the Primary caregiver are entitled to take leave for up to 52 weeks.
- 26.37. This includes any paid parental, annual and long service leave that is taken in respect of the birth or adoption of the child.
- 26.38. The balance of the 52 weeks is unpaid Primary caregivers leave.
- 26.39. In cases where the birth parent, (or the original Primary caregiver in the case of adoption), returns to work and their partner (the employee) is to be the Primary caregiver, the partner is entitled to take the balance of the unused unpaid Primary caregiver leave.
- 26.40. The same rules that apply to the birth parent (or the original Primary caregiver in the case of adoption), taking this leave will apply to the partner who is to be the Primary caregiver.
- 26.41. Employees who are the Primary caregiver may apply to take leave for up to an additional 52 weeks. The granting of this request will be subject to business and operational requirements. Such leave may not extend beyond the second birthday of the child (or where relevant, the second anniversary of the adoption) or a maximum of 104 weeks.

## **Varying the period of Primary caregiver leave**

- 26.42. The clauses below apply after an employee has ceased taking paid Primary caregiver leave.
- 26.43. An employee may extend the period of unpaid Primary caregiver leave once by giving the Company 14 days' written notice before the end of the period of the leave. The written notice must state the period by which the leave is extended.
- 26.44. The period of unpaid Primary caregiver leave may be further extended by written agreement between the employee and the Company.
- 26.45. A period of leave may be shortened by the employee giving 4 weeks' notice (or a shorter period if agreed in writing between the employee and the Company). However, a period of leave must be a minimum of 6 weeks after a birth.

## **Employees who cease to have primary responsibility for care of child**

- 26.46. If, for any reason, an employee who is on paid or unpaid Primary caregiver leave no longer has primary responsibility for the care of the child they must give the Company at least 4 weeks' notice of the date they will no longer have primary responsibility for the care of the child. Any paid Primary caregiver leave will stop from the date on which the employee no longer has primary responsibility for the care of the child.
- 26.47. The notice given by the employee will include:



- The date upon which the employee ceased having primary responsibility for the care of the child;
  - The date the employee wishes to return to work;
  - The type of leave (i.e. annual or long service leave the employee is entitled to), if any, the employee wishes to access between the period of ceasing to have primary responsibility for the care of the child and returning to work.
- 26.48. If the date specified by the employee is 4 weeks from the date of giving the notice, the employee will return on the date specified.
- 26.49. If the date specified is within 4 weeks of giving notice, the Company may approve the employee to return within this earlier time. The Company will make all reasonable efforts to accommodate such requests. If this approval is not given, the employee will be entitled to return 4 weeks after giving notice.
- 26.50. If the date specified is more than 4 weeks after giving notice, the Company may approve this longer period. If approval is not given, the employee will return 4 weeks after giving notice.

### **Compassionate maternity leave**

- 26.51. If an employee's pregnancy ends in other than by the birth of a living child and when the child dies the employee was on maternity leave, or the child for which Primary caregiver leave has been taken dies during Primary caregiver leave the employee may:
- access up to a maximum of 14 weeks paid Primary caregiver leave; unless 14 weeks' paid Primary caregiver has already been taken for the pregnancy/child).
  - If paid Primary caregiver leave has been taken with regard to the pregnancy/child employees may apply to access personal/carers leave, and/or
  - Unpaid Primary caregiver leave for a period agreed between the employee and the Company of not less than 6 weeks.
  - The employee may cancel the unpaid Primary caregiver leave with at least 4 weeks' written notice, unless otherwise agreed between the employee and the Company.
  - The Company may request the employee to return to work on a specified day with at least 6 weeks' notice.

### **Continuity of service**

- 26.52. Paid and unpaid parental leave do not break an employee's continuity of service.

- 26.53. Paid parental leave, with the exception of the Australian Government Paid Parental Scheme, will be counted as service for the accrual of all entitlements.

#### **Return to work guarantee**

- 26.54. On ending unpaid parental leave, an employee is entitled to return to:
- 26.54.1. the employee's pre parental leave position; or
  - 26.54.2. if that position no longer exists—an available position for which the employee is qualified and suited nearest in status and pay to the pre parental leave position.

#### **Unpaid parental leave**

- 26.55. Nothing in this clause is intended to affect an employee's entitlement to unpaid parental leave in the NES.

### **PART 6 - MISCELLANEOUS MATTERS**

#### **27. DRUG AND ALCOHOL TESTING**

- 27.1. Employees must comply with the Company's Drug and Alcohol Policy and with the drug and alcohol testing programmes of other external companies if working on an external company's site.
- 27.2. Where an employee has returned a confirmed positive drug or alcohol test result and has been stood down without pay in accordance with Aurizon's drug and alcohol positive test management processes, and the employee applies to access accrued annual or long service leave to cover the period until they return a negative return to work test, the application will be approved.
- 27.3. Where leave is approved under clause 27.2 above, the employee remains obligated to participate in a return to work test as directed by the Company.
- 27.4. The Company's alcohol and other drug testing program for employees covered by this Agreement will not use blood or urine.

#### **28. EMPLOYEES TO COMPLY WITH REASONABLE DIRECTION**

- 28.1. An employee will carry out such duties as are reasonably within the limits of the employee's skill, assessed competencies and training.
- 28.2. 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).
- 28.3. Any direction issued by the Company pursuant to the above clauses will be consistent with the Company's responsibilities to provide a safe and healthy workplace.

- 28.4. An employee will participate in training provided by the employer as required to perform the role for which they are employed.
- 28.5. If given reasonable training, it is a requirement of employees to:
- 28.5.1. acquire the competency required to perform the role for which they are employed; and
  - 28.5.2. 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 the employee to acquire the competency prior to any performance management arising from the failure to acquire or utilise a competency.
- 28.6. 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.
- 28.7. Approval for such participation will be determined by the Company on the basis of merit.
- 28.8. 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.

## **29. RAIL PASSES POLICY**

- 29.1. Employees who, at 28 January 2018, held a rail pass will retain that entitlement for the life of this Agreement.

## **30. CREDIT FOR SERVICE**

- 30.1. An employee who terminates employment with an Aurizon company and transfers to another Aurizon company will, to the extent permissible by law, be credited with service and leave entitlements. An Aurizon company in this clause means Aurizon Operations Limited or any of its related bodies corporate.

## **31. UNION MATTERS**

### **Payroll deductions**

- 31.1. The Company will provide for the payroll deduction of union subscriptions at no cost to unions or employees.

### **Union delegates**

- 31.2. Union delegates and job representatives 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.
- 31.3. The Company shall not unreasonably hinder accredited union delegates and/or job representatives in the reasonable and responsible performance of their

duties. The role of union delegates and job representatives is secondary to the job they are employed to perform.

- 31.4. Employees will be given full access to union delegates and other job representatives during working hours to discuss any employment matter provided that work requirements are not unreasonably affected.
- 31.5. Provided that service delivery and work requirements are not unduly affected, delegates and job representatives 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.
- 31.6. The Company will approve time off without loss of pay for Ordinary hours for employees who are elected (honorary) officials of unions to attend a reasonable number of union executive meetings, divisional meetings, State Council meetings and annual/bi-annual conferences of their union. These are to be based on schedules agreed to between the Company and the respective union. Such paid arrangements will not include travelling time.
- 31.7. Relevant union delegates will be advised of intended induction sessions and provided with opportunities to discuss union membership with new employees at the session.

#### **Industrial relations education leave**

- 31.8. 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 or job representatives to effectively participate in consultative structures, perform a representative role and further the effective operation of the grievance and dispute settlement procedures.
- 31.9. The industrial relations education leave clause does not apply to probationary employees.
- 31.10. Upon written application, employees who are union delegates or job representatives may be granted up to 38 Ordinary hours off per calendar year without loss of pay. Leave under this clause is not cumulative and each absence must be approved by the Company.
- 31.11. This leave will be granted, unless it unreasonably impacts upon service delivery, work requirements, or the effectiveness and efficiency of the work unit concerned.
- 31.12. Where an approved course extends beyond five rostered shifts, the Company may approve the period of leave for training to be extended to cover 10 rostered shifts to cover two calendar years.

- 31.13. Upon request and subject to approval by the Company, employees may be granted time off (without loss of pay for Ordinary hours) in special circumstances to attend management committee meetings, union conferences, and ACTU Congress.

## PART 7 - MINIMUM WAGES AND RELATED MATTERS

### 32. SUPERANNUATION

#### Superannuation contributions

- 32.1. The Company will pay:
- For contributory accumulation or defined benefit accounts, the greater of the amounts specified in the *Superannuation Guarantee (Administration) Act 1992 Cth* or the Superannuation (State Public Sector) Deed 1990 QLD; or
  - For non-contributory accounts (e.g. RailSuper), the greater of the amounts specified in the *Superannuation Guarantee (Administration) Act 1992 Cth* or the rate specified in this Agreement.
- 32.2. Where an employee does not advise the Company of the employee's choice of fund, the superannuation contributions will be paid into Aurizon's default superannuation fund (AustralianSuper).
- 32.3. Employees have the option of salary sacrificing their superannuation contributions.
- 32.4. The contribution rate for members of non-contributory accumulation funds (e.g. RailSuper) will be one percent higher than the Superannuation Guarantee Levy to a maximum of 12.75%.

#### Retirement Allowance

- 32.5. Employees with service at 1 February 1995, who retire and who have not joined either a QSuper contributory or defined benefit fund (eligible employees), will be entitled to a retirement allowance based on the employee's years of service at 1 February 1995. Retirement allowance is calculated on the employee's Base rate of pay and is determined in accordance with the following table:

Years of continuous service as at 1 February 1995	Retirement allowance
1 – but less than 15 years	.866 weeks' pay per year
15 but less than 20 years	13 weeks' pay
20 but less than 25 years	19.5 weeks' pay
25 but less than 30 years	26 weeks' pay
30 but less than 35 years	32.5 weeks' pay
35 but less than 40 years	39 weeks' pay
40 but less than 45 years	45.5 weeks' pay
45 or more years	52 weeks' pay

- 32.6. Eligible employees will receive pro-rata retirement allowance for continuous service less than 15 years based on the proportion of 3 months' pay.
- 32.7. Eligible employees will receive pro-rata retirement allowance for part years of continuous service between 15 and 45 years (maximum).
- 32.8. Employees (other than train crew) in RailSuper who elect to make contributions do not have an entitlement to a retirement allowance.

### **33. RECOVERY OF OVERPAYMENT**

- 33.1. Where an employee has received an overpayment in error, the full balance of any overpayment can be recovered from wages due to the employee on termination.
- 33.2. Company may also deduct the value of up to six hours (Pro rata for part time employees) of the Relevant rate of pay from each fortnightly wages until the overpayment is recovered.
- 33.3. The first deduction must not occur any earlier than two weeks following the issue of a written notice which includes a description of the nature and timing of the overpayment.
- 33.4. Employees will be advised of a right to request alternative repayment arrangements in circumstances where employees may experience financial hardship.
- 33.5. Nothing in this clause prevents the Company and an employee agreeing in writing to a deduction higher than six hours per fortnight.
- 33.6. The Company will secure the specific authorisation of an employee before making a deduction under this clause to an amount payable to an employee.

### **34. ALLOWANCES**

#### **Locality Allowance**

- 34.1. Employees will be paid a locality allowance in accordance with the Aurizon Locality Allowance Policy.

#### **Use of own car allowance**

- 34.2. Except apprentices, an employee who is required to use their own car or motor bike for "work purposes" will be paid at a rate of 68 cents per kilometre.
- 34.3. The amount of this allowance may be adjusted each year following publication by the ATO of the set rate for business kilometres travelled and the revised rate will be effective from the commencement of the first full pay period on or after 1 July each year.

34.4. An apprentice who is required to use their own car or motor bike for “work purposes” will be paid at a rate of 80 cents per kilometre.

34.5. For the purposes of this clause “work purposes” includes:

- driving to a training course at a location other than the employee’s usual workplace; or
- driving to a conference, seminar or convention to represent the Company; or
- attending an interview or meeting at a location other than the employee’s usual workplace; or
- for employees in the Train crew stream, attending pathology and/or medical appointments for the Category one medical and referred appointments, where the employee is required to travel more than a 50km round trip from the employee’s principle place of residence, or
- any other circumstances approved by the Company.

## SCHEDULE 1 – TRANSPORT OPERATIONS STREAM

### 35. COVERAGE

35.1. Schedule 1 applies to employees in the classifications listed in clause 46.

### 36. DEFINITIONS AND INTERPRETATION

36.1. Unless the context otherwise requires, in this Schedule:

Term/ Abbreviation	Meaning
Applicable rate	Means the Base rate of pay plus relevant shift loadings, weekend penalties and overtime.
Coal Central Queensland (CQ)	Means employees working in Bluff, Callemondah, Coppabella, Jilalan, Pring, Stanwell and any new coal depot on the Newlands, Goonyella, Blackwater or Moura corridor.
Coal South East Queensland (SEQ)	Means employees working in Roma, Fisherman Islands, Toowoomba, Charleville and any new depots on the West Moreton corridor.
Disadvantage allowance	Means an allowance paid solely to compensate an employee for the additional (non-financial) disadvantages of living away from home in order to perform their duties.
Meal Period	Means any of the following periods: 0700-0900, 1200-1400 and 1700-1900.
Ordinary hours	The Ordinary hours of work for full time employees are an average of 38 hours per week.
Rostered day off (RDO)	Means the period between midnight on one day and midnight of the following day during which an employee is not rostered to work Ordinary hours, which the Company has designated as an RDO.
Shift worker	For the purpose of the NES and this schedule means an employee whose hours of work are based on a master roster in which Ordinary hours of work are rostered: <ul style="list-style-type: none"><li>• outside of 0730 hours and 1615 hours; and</li><li>• on a public holiday; and</li><li>• on all or part of a Saturday or Sunday.</li></ul>

### 37. HOURS OF WORK

37.1. The Ordinary hours of work for full time employees are an average of 38 hours per week.

#### Shift length

37.2. Employees may be required to work shifts of up to 12 hours. The 12 hours may be constituted by:

- Ordinary hours; or
- overtime hours; or



- a combination of ordinary and overtime hours.

- 37.3. Work beyond 12 hours is subject to the agreement of the employee concerned.
- 37.4. Employees will not be required to work a shift (including a stand-alone overtime shift) of fewer than 4 hours unless agreed otherwise.
- 37.5. Subject to this Agreement the length of an employee's rostered shift may be extended or reduced.

#### **RDOs in the Roster not to be changed**

- 37.6. The start and finish times of each of the employee's RDOs must be shown in the Roster. The start and finish times of an RDO shown in the master Roster cannot be changed other than:
- by the agreement of the affected employee; or
  - by the implementation of a new Roster in accordance with this Agreement.

#### **Employee not required to work on an RDO**

- 37.7. An employee will not be required to work on an RDO, including as a result of an extension or alteration to a rostered shift, unless the employee agrees.

#### **Payment for overtime worked on an RDO**

- 37.8. Hours worked on an RDO will be stand-alone overtime paid in the pay fortnight in which the overtime was worked.

#### **Mutual exchange of shifts**

- 37.9. Subject to operational requirements, fatigue management principles, the agreement of the Company and the arrangement being cost neutral, employees may swap shifts.

#### **Rosters**

- 37.10. Weekly rosters will be posted by 1400 hours on the Thursday immediately before the Monday the roster is to commence.

#### **Rostered Breaks between successive shifts**

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

37.13. If an employee's next ordinary shift follows

- two consecutive rostered days off; or
- a public holiday, and

during the 15 hours immediately preceding such a shift the Company requires an employee to work so much overtime that the employee will not have a 10 hour break within that 15 hours, the employee will be released until they have had a 10 hour break without loss of pay for any Ordinary hours during such absence.

### **Weekend loading**

37.14. In addition to the Base rate of pay an employee will be paid a 50% loading for Ordinary hours worked on a Saturday.

37.15. In addition to the Base rate of pay an employee will be paid a 100% loading for Ordinary hours worked on a Sunday.

### **Starting a shift later**

37.16. When an employee is notified of a later start time to their rostered shift they will be paid an allowance in accordance with the following table:

<b>Number of hours between the time the employee receives the later start time notice and original rostered start time of the shift</b>	<b>Allowance paid (at the Applicable rate for that day)</b>
24 or more hours	No allowance
2 or more but less than 24 hours	1 ordinary hour's pay
Less than 2 hours	2 Ordinary hours' pay

### **Starting a shift earlier**

37.17. When an employee is notified of an earlier start time of their rostered shift, and the notice is given

- after the completion of the employee's previous shift, and
- within 24 hours of the required earlier start time,

the employee will be paid for all Ordinary hours worked earlier than the original rostered start time at 150% (calculated on the Applicable rate for that day).

## **38. OVERTIME**

38.1. Overtime is time worked outside an employee's Ordinary hours.

38.2. Overtime will only be paid when it has been expressly authorised in advance of the work performed.

38.3. When directed, an employee will work reasonable overtime.

- 38.4. All overtime penalties are calculated on the employee's Base rate of pay.

#### **Overtime - payment**

- 38.5. Subject to this clause, each time overtime is worked it will be paid at the rate of 150% of the Base rate of pay for the first three hours and 200% thereafter.
- 38.6. Overtime worked on a Sunday will be paid at 200% of the Base rate of pay.
- 38.7. Shift workers will be paid overtime at 200% of the Base rate of pay.

#### **Employee recalled to work overtime**

- 38.8. If recalled to work overtime after leaving the Company's premises an employee will be paid for the time actually worked at overtime rates. Where the time worked is less than 4 hours the employee will be paid ordinary time for the period between the time worked and 4 hours.
- 38.9. If recalled to work overtime remotely after leaving the Company's premises an employee will be paid for the time actually worked at overtime rates. Where the time worked is less than 2 hours the employee will be paid ordinary time for the period between the time worked and 2 hours.
- 38.10. Where employees are recalled to perform duties remotely, more than once in any 6 hour period, each call out will be aggregated towards the minimum 2 hour call out.

#### **Cancellation of overtime**

- 38.11. Where an employee has been directed to work a stand-alone overtime shift and such direction is cancelled with less than 12 hours' notice from the intended start time of the overtime shift, the employee will be paid an allowance equal to 1 hour of the Applicable rate for the day.
- 38.12. Where the overtime shift is cancelled with less than 2 hours' notice from the intended start time of the overtime shift, the employee will be paid an allowance equal to 2 hours of the Applicable rate for the day.

#### **Time off in lieu of overtime payment**

- 38.13. An employee and the Company may agree for the employee to take time off in lieu of being paid for authorised overtime worked (toil). Hours of overtime worked but which the employee is yet to take as time off constitute the employee's "toil balance". An employee's toil balance must not exceed 12 hours.
- 38.14. The employee and the Company must agree on the time when the toil is to be taken.
- 38.15. The employee will be allowed one rostered hour off (without loss of pay) for each hour of toil taken.

- 38.16. An employee may decide to “reconvert” toil into paid overtime. “Reconverted” toil hours will be paid at overtime rates.

### **39. BREAKS**

#### **Meal breaks**

- 39.1. Employees will be entitled to an unpaid meal break of 30 minutes each shift. Where the meal break is taken between 2300 and 0600 hours it will be paid.
- 39.2. Shift workers will be allowed a paid meal break of 30 minutes in each shift, which will be taken at a time that does not cause disruption to the continuity of work.
- 39.3. If an employee has not commenced a meal break after 5.5 hours of work on an Ordinary hours’ shift, the employee will be paid an additional 100% above the Applicable rate for the day, until the commencement of the meal break.
- 39.4. The above clause does not apply in the following circumstances:
- employees who, as a result of their work are required to maintain continuity of work; or
  - the 30 minute meal break is paid; or
  - the Company and the majority of affected employees agree that the unpaid meal break will be taken after 5.5 hours of work.

#### **Paid meal break on overtime**

- 39.5. Where 4 or more hours are worked after the employee’s rostered finishing time, an employee will be entitled to a paid meal break of 20 minutes. Where the Company and the employee agree that the paid meal break will not be taken the employee will be paid an additional 40 minutes at the Base rate of pay.
- 39.6. Where 6 or more hours are worked and the time is not continuous with an Ordinary hours shift an employee will be entitled to a paid meal break of 20 minutes. Where the Company and the employee agree that the paid meal break will not be taken the employee will be paid an additional 40 minutes at the Base rate of pay.

#### **Rest breaks**

- 39.7. Employees are entitled to a paid 20 minute rest break during each Ordinary hours shift. Provided there is no adverse impact on the continuity of work an employee may elect to take two paid 10 minute rest breaks.

### **40. SHIFT LOADING**

- 40.1. Subject to clause 40.2, an employee will be paid a shift loading of 25% of the Base rate of pay for any Ordinary hours worked between 1615 hours and 0600 hours.

- 40.2. Unless a contrary provision appears elsewhere in this Agreement an employee working on a Saturday, Sunday or public holiday or working overtime during the above hours will not receive the shift loading.

#### **41. ANNUAL LEAVE**

##### **Accrual of annual leave**

- 41.1. Shift workers covered by this Schedule are entitled to 5 weeks of annual leave per year. This equates to 190 hours of annual leave entitlements accruing per year of service, which will be deducted in accordance with this clause.
- 41.2. All other employees covered by this Schedule are entitled to 4 weeks of annual leave per year. This equates to 152 hours of annual leave entitlements accruing per year of service, which will be deducted in accordance with this clause.
- 41.3. Annual leave accrues progressively during a year of service according to the employee's Ordinary hours of work and accumulates from year to year.
- 41.4. Casual employees do not accrue annual leave.
- 41.5. Employees do not accrue annual leave during periods of unpaid absence unless otherwise provided by legislation.

##### **Taking annual leave**

- 41.6. Annual leave is "taken" where an employee does not work the Ordinary hours for which the employee was rostered because of the approved annual leave.
- 41.7. A period of annual leave commences at the start time of the first shift missed due to the taking of the annual leave and ends at the start time of the first shift worked following the annual leave.
- 41.8. 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.
- 41.9. Subject to agreement between the Company and the employee annual leave may be taken in advance.

##### **Direction to take annual leave**

- 41.10. 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 the annual leave. An employee and the Company may agree to a shorter notice period.
- 41.11. Any direction must not result in an employee's leave balance reducing below one year's accrual.

##### **Payment of annual leave**

- 41.12. For each ordinary hour of annual leave taken, employees will be paid at the employee's Base rate of pay.
- 41.13. Each ordinary hour of annual leave taken will be deducted from an employee's accrual.
- 41.14. Employees will receive an annual leave loading of 17.5% of the Base rate of pay. Employees entitled to 5 weeks of annual leave per year will receive an annual leave loading of 20% of the Base rate of pay.
- 41.15. 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 Public Holidays clause.

### **Illness while on annual leave**

- 41.16. Employees, who become ill during a period of annual leave, may claim personal leave in lieu of annual leave subject to the following conditions:
- the employee's supervisor is promptly notified of the circumstances during the period of the illness and the approximate duration of the illness; and
  - evidence of the illness is supplied, consistent with the evidence requirements of the personal / carer's leave clause.
- 41.17. If personal leave in lieu of annual leave is approved the hours of annual leave will be re-credited to the employee's annual leave accruals and the equivalent number of hours will be deducted from the employee's personal / carer's leave accruals.

### **Cashing out annual leave**

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

## **42. SHUTDOWN**

- 42.1. The Company may shut down all or any part of its operation provided:
- 42.1.1. it gives employees 28 days' notice; and

- 42.1.2. the period of the shutdown is at least 48 hours, or
- 42.1.3. where the shutdown is caused by a planned network closure:
- greater than 24 hours for Coal CQ
  - greater than 48 hours for Coal SEQ.
- 42.2. Employees directly affected by the shutdown:
- 42.2.1. who have an entitlement to annual leave or long service leave may take all or part of that entitlement during the shutdown period; and /or
- 42.2.2. may move their RDO from a day/s during the notice period to a day/s covered by the shutdown period.
- 42.3. Full-time, part-time and temporary employees who are directly affected by the shutdown and who have not accrued sufficient paid leave may, during the shutdown period, take annual leave in advance. Provided that the Company may withhold from the wages component of the employee's termination pay an amount up to the equivalent of any negative annual leave balance arising from this clause, after receiving the employee's specific authorisation to make the deduction.
- 42.4. The maximum number of an employee's rostered Ordinary hours that may be affected by shutdown periods is 76 hours per calendar year.
- 42.5. The Company is not obligated to pay wages to affected employees who elect not to take annual leave or long service leave during the shutdown period, or to move one or more RDOs to a day/s that falls during the shutdown period.
- 42.6. This shutdown clause is not a stand down clause as described in the Act.

#### **43. PUBLIC HOLIDAYS**

##### **Applicable public holidays**

- 43.1. The following public holidays will apply:
- New Year's Day
  - Australia Day
  - Good Friday
  - Easter Saturday
  - Easter Sunday
  - Easter Monday
  - ANZAC Day

- Labour Day
- Queen's Birthday
- Christmas Day
- Boxing Day
- Show holidays or district equivalent
- Any such day appointed under the Holidays Act (QLD) 1983 to be observed in lieu of any such holiday (i.e. a gazetted public holiday).

### **Substituting public holidays**

- 43.2. The Company and a majority of affected employees may agree that a public holiday will be observed on a day other than the day specified in the clause above. For the relevant employees this clause will not apply to the public holiday but will apply to the substitute day.

### **Payment for public holidays**

- 43.3. An employee rostered to work and who is not required to work on a public holiday will be paid at ordinary time for the rostered Ordinary hours the employee would have otherwise worked on the public holiday.
- 43.4. Casual employees will only be paid for public holidays on which they work.
- 43.5. An employee who works on a public holiday will be paid:
- at ordinary time for all Ordinary hours rostered for the day; plus
  - at 150% of the Base rate of pay for the hours actually worked; plus
  - any applicable shift loading or weekend work loading.
- 43.6. Where overtime is worked on a public holiday either as a whole additional shift or as additional hours worked immediately pre or post Ordinary hours, payment will be at double the overtime rate that would be applicable if the day was not a public holiday.
- 43.7. Where a public holiday falls on a Saturday or Sunday but is observed on a week day, employees who work on the Saturday or Sunday will be paid the Saturday or Sunday loading in accordance with this Agreement. Where employees work on the gazetted public holiday, the employees will be paid in accordance with this clause.
- 43.8. An employee who is required to work on a public holiday will be provided with at least 4 hours work (other than where the employee works the full rostered shift and fewer than 4 hours of the rostered shift fall on the public holiday).



43.9. Employees who are never rostered to work Ordinary hours on a particular day of the week will not be paid for any public holiday that falls on that day. For example:

- employees whose Ordinary hours are always rostered Monday to Friday will not receive payment for Easter Saturday;
- a part-time employee who only works Tuesday to Friday will not be paid for any public holiday that falls on a Monday).

An employee who works overtime on such a day will be paid in accordance with the working overtime on a public holiday clause

43.10. Subject to the clause below where an employee's RDO falls on a public holiday and the Company does not agree to move (substitute) the public holiday to another day, the employee will be paid an allowance of 7.6 hours at the Base rate of pay for the public holiday. Where the employee works overtime or part of a rostered shift on the public holiday the 7.6 hours will be reduced by the number of hours worked.

43.11. In the case of employees who receive 5 weeks of annual leave (clause 41.1) this clause will only apply to the sixth and subsequent public holidays on which an RDO falls in any calendar year.

#### **44. ALLOWANCES**

##### **Increases to allowances**

44.1. Any allowance in this section expressed as a monetary amount (as opposed to a percentage or a multiple of hours) will be increased by:

44.1.1. 2.3% upon the first anniversary of this Agreement; and

44.1.2. 2.25% on the second anniversary of this Agreement.

44.2. Irrespective of the above, any allowance referred to in an ATO published guideline will not exceed the applicable maximum reasonable allowance contained within the ATO guideline

##### **First aid allowance**

44.3. Employees appointed to perform the duties of first aid officer will be paid \$2.60 per day in addition to their ordinary rates. This allowance will not be paid while employees are on leave.

##### **Travel meal allowance - reduced period away from home location**

44.4. An employee rostered to be away from the employee's home location for more than 18 hours and who, without 8 hours' notice (prior to sign on), is subsequently required to return to their home location within 12 hours (from sign on) will be paid a meal allowance of \$15.58.

### **Travel Allowance – Non Living Away From Home Allowance**

- 44.5. 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 (as opposed to living away from home) the employee shall be provided with, paid or reimbursed for accommodation, meals and incidentals as follows:
- 44.5.1. Provided with 3 star accommodation where possible; or at the discretion of the Company reimbursed for the cost of such; and
- 44.5.2. Provided with all meals, or at the discretion of the Company paid a meal allowance of
- \$18.57 for each breakfast;
  - \$20.15 for each lunch;
  - \$35.59 for each dinner; and
- 44.5.3. Paid an incidental allowance of \$19.79 per night.

### **Travel Allowance – Living Away From Home Allowance**

- 44.6. 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 living away from home (as opposed to travelling for work) the employee shall be provided with, paid or reimbursed for accommodation, meals and incidentals as follows:
- 44.6.1. Provided with 3 star accommodation, where possible; or at the discretion of the Company reimbursed for the cost of such; and
- 44.6.2. Paid a meal allowance of \$171.15 per week, or \$24.45 per day, or \$8.15 for each meal included in a part day. This allowance is to compensate employees for additional meal expenses incurred as a result of living away from home in order to perform their duties; and
- 44.6.3. Paid a Disadvantage allowance of \$65.08 for each 24-hour period or of \$21.69 for each part of a day away. This allowance is paid as a separate allowance in addition to any meal allowance.

### **Travel allowance not payable on periods of leave**

- 44.7. The above travel allowances do not apply to any periods of annual, long service leave or other leave.

### **Leading hand allowance**

- 44.8. An employee appointed as a leading hand (as defined) will be paid an allowance as follows:
- When in charge of 15 or fewer employees 78 cents per hour;
  - Leading Hand in charge of more than 15 employees \$1.52 per hour.

### **Higher grade allowance**

- 44.9. Where the Company requires an employee to act in a higher graded role the employee will be paid a “higher grade” allowance for each hour worked in the higher graded role.
- 44.10. The amount of the higher grade allowance is the difference between the employee’s base wage and the base wage of the higher graded role.
- 44.11. The higher grade allowance will be included in the calculation of the payment of overtime, shift loadings, and weekend loadings.
- 44.12. Where the Company requires an employee to act in a higher graded role for a specified period, the employee will be paid the higher grade allowance for any leave taken within that period.
- 44.13. 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.

### **Registered Trainer and Assessor (RTA)**

- 44.14. An employee in the Transport Operations Stream who has been registered with the Aurizon Registered Training Organisation as an RTA will be paid at the classification of Operations Level 6 whilst conducting duties as an RTA.
- 44.15. Whilst conducting the duties of an RTA, employees will be paid in accordance with their original rostered shift (for example, an employee who was rostered to work on a weekend but whose shift was moved to conduct an RTA assessment on a week day, would still be entitled to any applicable weekend penalties for the hours worked).

### **Overtime meal allowance**

- 44.16. An employee will be paid an overtime meal allowance of \$15.58 where the employee has worked overtime in the following circumstances:
  - An employee is recalled to work after leaving the workplace (without being advised of the recall before leaving the workplace) and works more than 2 hours, covering a Meal period; or
  - An employee works two or more hours overtime that is continuous with the end of a rostered shift; or
  - An employee, with less than two hours’ notice works more than 4 hours overtime between 1900 and 0700 that is not continuous with a rostered shift; or
  - An employee is advised after 2200 to sign on before 0600 to work more than 4 hours of overtime that is not continuous with a rostered shift.

### **On call allowance**

- 44.17. An employee who after finishing work is required to remain contactable and available at short notice to return to work will be paid an allowance of:
- one hours pay at base rate for each period on call; or
  - Two hours pay at the Applicable rate for the day for each RDO on which the employee is on call.
- 44.18. An employee will be paid the “on call” allowance whether or not the employee is recalled to work.
- 44.19. An employee paid an on call allowance may be required to work on an RDO if called out.

### **Long distance travel payment**

- 44.20. If, for the purpose of temporary relief in a foreign depot, an employee is required by the Company to increase the distance ordinarily taken to travel to and from home by more than 60km, the increased time spent travelling will be paid as follows:
- during rostered hours – without loss of Ordinary hours pay; or
  - outside of rostered hours – up to 8 hours pay at ordinary time; or
  - outside of rostered hours on a week end – up to 8 hours pay at ordinary time plus the relevant week end loading.

### **Travel - meal allowances – working away from home location**

- 44.21. Employees who:
- are relieving or are temporarily working away from their home location; and
  - who return home at the end of the shift; and
  - are away from their home location for the entirety of a Meal period

will be paid a meal allowance of \$15.58 for such Meal period away from the home location, except that where the absence is for one shift or less the first Meal period absence will not be paid.

## **45. PROGRESSION**

- 45.1. Where Aurizon determines that it will recruit candidates to fill an available and vacant Trainee Driver role, then Transport Operators may apply for that role.
- 45.2. If a Transport Operator is successful in their application for a Trainee Driver role, Aurizon will not prevent them from taking up that role simply because they are employed as a Transport Operator.

45.3. Any unsuccessful application will be discussed with the affected employee.

#### **46. CLASSIFICATIONS**

46.1. Employees covered by this Schedule are engaged in the Transport Operations Stream:

<b>Classification</b>	<b>Tasks and Functions</b>
<b>Operations Employee Level 1</b>	<p>Employees at this level will perform a range of tasks / activities consistent with the position of freight operator level 1 in rail yard, including but not limited to:</p> <ul style="list-style-type: none"><li>▪ Operate/Monitor customer info systems</li><li>▪ Maintain and clean workplace and/or machinery / vehicles</li><li>▪ Accept, handle, deliver and weigh freight and enter freight records</li><li>▪ Fuel and provision locomotives</li><li>▪ Conduct basic Freight Accounting procedures</li><li>▪ Operate communication and computer equipment</li><li>▪ Operate light lifting and vehicular equipment (including forklifts)</li><li>▪ Conduct minor servicing &amp; maintenance of plant and equipment</li><li>▪ Operate manual handling Equipment</li><li>▪ Operate RVP or similar: 300 tonne and under lifting capacity</li><li>▪ Operate light rigid vehicle (up to 8 tonnes)</li><li>▪ Conduct modified testing of train</li><li>▪ Couple / uncouple and perform all hose, cable connections and other associated functions between locomotives and/or rolling stock under the appropriate supervision.</li><li>▪ Replace brake blocks adjust rigging (not 2800compression links) under the appropriate supervision</li><li>▪ Repair / change out toilets (locomotive's)</li><li>▪ Conduct minor repairs on auxiliary equipment</li><li>▪ Check / fill: engine oil; water; fuel on locomotives</li><li>▪ Decant toilets and sludge tank</li><li>▪ Wash and clean locomotives / cabs</li><li>▪ Contribute towards serviceability checks &amp; certificates on rolling stock and Locomotives within the competency of the employee.</li><li>▪ Conduct limited Safe Working</li></ul>

Classification	Tasks and Functions
<b>Operations Employee Level 2</b>	<p>Employees at this level will perform a range of tasks / activities consistent with the position of freight operator level 2 in a rail yard, including but not limited to:</p> <ul style="list-style-type: none"> <li>▪ Any of the tasks / activities in Level 1; and</li> <li>▪ Operating signals, zone release and switching devices etc.</li> <li>▪ Conduct shunting (non DOO) and functions associated with shunting (e.g. Points)</li> <li>▪ Replace hose bags and repair sand hoses</li> <li>▪ Perform Brake travel adjustments</li> <li>▪ Clean of sand pipes and filling of sandboxes</li> <li>▪ Plug in/Plug out electrical equipment/ appliances that comply with legislative requirements (e.g. within Test)</li> <li>▪ Conduct train safety testing</li> <li>▪ Couple / uncouple and perform all hose, cable connections and other associated functions between locomotives and/or rolling stock</li> <li>▪ Replace brake blocks adjust rigging (not 2800compression links)</li> </ul>
<b>Operations Employee Level 3</b>	<p>Employees at this level will perform a range of tasks / activities consistent with the position of freight operator level 3 in an intermodal depot, including but not limited to</p> <ul style="list-style-type: none"> <li>▪ Any of the tasks / activities in Level 2; and</li> <li>▪ Operate Medium/Heavy Rigid Vehicle (more than 8 t GVM with or without a trailer of not more than 9 t GVM)</li> </ul>
<b>Operations Employee Level 4</b>	<p>Employees at this level will perform a range of tasks / activities consistent with the position of freight operator level 4 in a rail yard, including but not limited to:</p> <ul style="list-style-type: none"> <li>▪ Any of the tasks / activities in Level 3; and</li> <li>▪ Operate medium / heavy vehicle (including multi-combinational vehicles)</li> <li>▪ Provision, service, clean and perform lower level maintenance on rolling stock / locomotives</li> <li>▪ Serviceability checks &amp; certificates on rolling stock and locomotives within the competency of the employee</li> <li>▪ Operate and maintain heavy lifting equipment (exceeding 16 tonne) and other sundry terminal / site equipment</li> <li>▪ Shunting operations - DOO Yards</li> <li>▪ Operate other vehicle/ sundry machinery. e.g.: tug / mafi trailer / side loader / etc.</li> <li>▪ Conduct snow shooting and servicing of refrigerated containers</li> <li>▪ Operate RVP or similar: lifting capacity exceeding 300 tonne for general operations, shunting &amp; moving locomotives and rolling stock</li> </ul>
<b>Operations Employee Level 5</b>	<p>Employees at this level will perform a range of tasks / activities consistent with the position of freight operator level 5 in a rail yard, including but not limited to:</p> <ul style="list-style-type: none"> <li>▪ Any of the tasks/activities in Level 4; and</li> <li>▪ Undertake employee tuition or assessments after they have completed training e.g. tutor freight operator</li> <li>▪ Provide coaching / guidance and direction to other employees</li> <li>▪ Provide effective quality service; identify, analyse and resolve problems within team and customers</li> <li>▪ Control WPHS, productivity, quality, attendance within area of responsibility</li> <li>▪ Assist supervisors/managers as required</li> </ul>

Classification	Tasks and Functions
<b>Above Operations Employee Level 5</b>	Positions and other tasks outside the range of tasks and responsibilities in the above levels will be evaluated as required.

#### 47. WAGES

47.1. Employees whose base rates are currently higher than the position they hold due to salary maintenance arrangements will be paid no less than the base rate they were paid prior to the Commencement of this Agreement.

47.2. Fortnightly wage rates - Transport Operations Stream

Classification Level	Upon Commencement	12 Months	24 Months
	2.5%	2.3%	2.25%
Operations Employee Level 1	2055	2102	2150
Operations Employee Level 2	2217	2268	2319
Operations Employee Level 3	2288	2340	2393
Operations Employee Level 4	2403	2458	2513
Operations Employee Level 5	2573	2632	2691
Operations Employee Level 6	2851	2916	2982
Operations Employee Level 7	3147	3219	3292
Operations Employee Level 8	3443	3522	3601
Operations Employee Level 9	3936	4027	4117

## SCHEDULE 2 – TRAIN CREW STREAM

### 48. COVERAGE

48.1. Schedule 2 applies to employees in the classifications listed in clause 65.

### 49. DEFINITIONS AND INTERPRETATION

49.1. Unless the context otherwise requires, in this Schedule:

Term/ Abbreviation	Meaning						
Additional shift	Means a shift that is in addition to the shifts identified in the master roster (including on an RDO).						
AFD Window	Means a designated period of time where an employee must be available to sign on for duty.						
Available	Means a notation in a roster covering a period from 0001 to 2359 during which an employee may be rostered to commence work.						
Call time	Is the time period specified by each employee for the purpose of receiving notification of their start time of their next shift.						
Coal Central Queensland (CQ)	Means employees working in Bluff, Callemondah, Coppabella, Jilalan, Pring, Stanwell and any new coal depot on the Newlands, Goonyella, Blackwater or Moura corridor.						
Coal South East Queensland (SEQ)	Means employees working in Roma, Fisherman Islands, Toowoomba, Charleville and any new depots on the West Moreton corridor.						
Depot roster committee	<p>A committee consisting of both Company and train crew representatives to review and formulate master rosters. The Depot roster committee will comprise of the following:</p> <table border="1"> <thead> <tr> <th>Depot size</th><th>Representatives</th></tr> </thead> <tbody> <tr> <td>Less than 50 train crew</td><td> <ul style="list-style-type: none"> <li>1 nominated representative from each of the AFULE and RTBU, unless agreed otherwise, and</li> <li>Representatives nominated by the Company</li> </ul> </td></tr> <tr> <td>More than 50 train crew (single or multiple depots)</td><td> <ul style="list-style-type: none"> <li>2 nominated representatives from each of the AFULE and RTBU, unless agreed otherwise, and</li> <li>Representatives nominated by the Company</li> </ul> </td></tr> </tbody> </table>	Depot size	Representatives	Less than 50 train crew	<ul style="list-style-type: none"> <li>1 nominated representative from each of the AFULE and RTBU, unless agreed otherwise, and</li> <li>Representatives nominated by the Company</li> </ul>	More than 50 train crew (single or multiple depots)	<ul style="list-style-type: none"> <li>2 nominated representatives from each of the AFULE and RTBU, unless agreed otherwise, and</li> <li>Representatives nominated by the Company</li> </ul>
Depot size	Representatives						
Less than 50 train crew	<ul style="list-style-type: none"> <li>1 nominated representative from each of the AFULE and RTBU, unless agreed otherwise, and</li> <li>Representatives nominated by the Company</li> </ul>						
More than 50 train crew (single or multiple depots)	<ul style="list-style-type: none"> <li>2 nominated representatives from each of the AFULE and RTBU, unless agreed otherwise, and</li> <li>Representatives nominated by the Company</li> </ul>						
Disadvantage allowance	Means an allowance paid solely to compensate an employee for the additional (non-financial) disadvantages of living away from home in order to perform their duties.						
Driver Only Operations (DOO)	Means a crew configuration comprising of a single Qualified train driver who is able to assume the sole responsibility for the operation of the class of locomotive over the route on which s/he is required to work.						



	DOO does not occur in any crew configuration with more than one driver where, as part of the shift, one driver is required to work on the ground and/or perform tasks relating to the preparation of the locomotive or locomotives, or train on the current or next outgoing service.
Flexible Work Arrangement (FWA)	As outlined in the <i>Fair Work Act 2009</i> .
“EX” day (Incoming shift)	Means any day (other than a Rostered Day Off) on which an employee is not rostered to commence a shift; but is rostered to complete a shift which commenced the previous day.
Meal Period	Means any of the following periods: 0700-0900, 1200-1400 and 1700-1900.
Ordinary hours	The Ordinary hours of work for full time employees are 40 hours per week averaged over the Roster cycle, comprised of 38 Ordinary hours and two additional hours of rostered overtime.
Qualified train driver	Means an employee who has attained the necessary qualifications in all core competencies and elective competencies to meet the requirements of a Certificate IV in Train Driving TLI42615 or equivalent, are Traction type accredited in at least one form of traction type and are classified as a Driver or Driver Trainer in the Train Crew stream.
Rostered Day Off (RDO)	<p>In Coal SEQ:</p> <ul style="list-style-type: none"> <li>Means a period of 28 hours commencing at 0001 and each subsequent 24-hour period. Employees cannot be rostered before 0400 on the day following an RDO, unless otherwise agreed by the Depot roster committee or an employee. Changes to start times in the daily roster apply on the day of operations.</li> </ul> <p>In Coal CQ:</p> <ul style="list-style-type: none"> <li>Means a period of 30 hours commencing at 0001 and each subsequent 24-hour period. Employees cannot be rostered before 0600 on the day following an RDO, unless otherwise agreed by the Depot roster committee or an employee. Changes to start times in the daily roster apply on the day of operations.</li> </ul>
Route competent	The level of knowledge and skill, required by a Qualified train driver to consistently operate rail traffic safely, and efficiently over a designated railway section, recognised via assessment.
Route familiar	A level of underpinning knowledge, recognised via assessment, of the physical operating characteristics of a railway section.
Shift worker	<p>For the purpose of the NES and this Schedule, all employees covered by this Schedule are Shift workers except for the following types of employees:</p> <ul style="list-style-type: none"> <li>Non-penalty allowance employees whose hours of work are based on a master roster in which ordinary rostered hours do not meet the below threshold: <ul style="list-style-type: none"> <li>outside of 0730 hours and 1615 hours; and</li> <li>on a public holiday; and</li> <li>on all or part of a Saturday or Sunday.</li> </ul> </li> </ul>
Traction type accredited	Means a Qualified train driver who has been formally assessed and deemed competent to operate the specific traction type.

Traction class familiar	Means a Qualified train driver who has participated in a documented familiarisation process for the traction (locomotive) class.
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## 50. TRAIN CREW HOURS OF WORK

### 40-hour week

- 50.1. The hours of work for employees covered by this Schedule are 40 hours' per week averaged over the Roster cycle, comprised of 38 Ordinary hours and two additional hours of rostered overtime. To remove doubt, the wage rates in clause 66 of this Agreement have been calculated to take account of the two additional hours of rostered overtime that form part of the 40 hours.
- 50.2. Unless expressly stated otherwise any reference to hours of work or leave provisions in Part 1 to Part 7 of this Agreement, for a 38 hour week will be applied on the basis of a 40 hour week. For example:
- 50.2.1. 76 hours will read to be 80 hours; and
- 50.2.2. 38 hours will be read to be 40 hours.

### Shift length

- 50.3. Subject to clauses 50.15 and 50.18 of this Agreement, employees may be required to work shifts of up to 12 hours. The 12 hours may be constituted by
- Ordinary hours; or
  - overtime hours; or
  - a combination of ordinary and overtime hours.
- 50.4. Work beyond 12 hours is subject to the agreement of the employee concerned and will only occur where circumstances are beyond Aurizon's immediate control (such as locomotive failure, derailment, highway and/or network road closure) have prevented the employee getting to the sign off location within the maximum shift length.
- 50.5. Full time permanent employees in the train crew stream will not be required to work an operational shift of fewer than 6 hours unless agreed otherwise.
- 50.6. In all other cases, employees will not be required to work a shift (including a stand-alone overtime shift) of fewer than 4 hours unless agreed otherwise.
- 50.7. Subject to this Agreement the length of an employee's rostered shift may be extended or reduced.

### RDOs in the roster not to be changed

- 50.8. The start and finish times of each of the employee's RDOs must be shown in the roster. The start and finish times of an RDO shown in the master or forecast roster cannot be changed other than:
- by the agreement of the affected employee; or

- by the implementation of a new depot master/s roster in accordance with clauses 50.26 to 50.31.

### **Employee not required to work on an RDO**

- 50.9. An employee cannot be required to work or be rostered on an RDO, including as a result of an extension or alteration to a rostered shift, unless the employee agrees.
- 50.10. The Company may change the start time of a rostered shift by one hour earlier on the day following an RDO in the daily roster (i.e. Shift starts one hour into the RDO). The start time of a rostered shift may be changed by more than one hour by agreement.

### **Stand-alone overtime**

- 50.11. Stand-alone overtime will be paid:
- 50.11.1. For all hours worked on an Additional shift; and
  - 50.11.2. For any hours worked on an RDO; and
  - 50.11.3. For all hours worked beyond 12 hours.

### **Payment for overtime and stand-alone overtime**

- 50.12. Overtime and stand-alone overtime will be calculated at the rate of 1.75 times the Relevant rate and paid in the pay fortnight in which the overtime is worked.

### **Mutual exchange of shifts**

- 50.13. Subject to operational requirements, fatigue management principles, the agreement of the Company and the arrangement being cost neutral, employees may swap shifts.

### **Crew configuration shift lengths – from the Commencement date of this Agreement**

- 50.14. The Shift length clauses (45.1 – 45.4) contained in the *Aurizon Train Crew and Transport Operations Enterprise Agreement 2015* will continue to operate until 20 September 2020. That is:
- 50.15. *The maximum shift length is 12 hours, except for the following crew configurations:*
- 50.15.1. *a two person crew, which is 10 hours;*
  - 50.15.2. *a tuition shift where the trainee has not progressed past 70 hours driving time on the mainline, which is 10 hours; and*
  - 50.15.3. *a DOO Mainline shift, which is 9 hours.*
- 50.16. *The Company will plan to have employees signed off within their rostered shift length. However, shifts may be extended by the Company on the day of operation up to the maximum shift length.*
- 50.17. *An employee will not be required to work DOO after the ninth hour on duty.*

## Crew configuration shift lengths – from 21 September 2020

50.18. The below crew configuration shift lengths will commence from 21 September 2020.

Maximum Shift Length (sign on to sign off)	Crew Configuration
9 hours	Driver Only Operations (DOO) <ul style="list-style-type: none"> <li>One Qualified Driver Traction type accredited, Traction class familiar and Route competent</li> </ul>
10 hours	Two Qualified Train Drivers; <ul style="list-style-type: none"> <li>Both Driver Traction type accredited, and;</li> <li>One Traction class familiar, and;</li> <li>One non-Traction class familiar</li> </ul>
	Two Qualified Train Drivers; <ul style="list-style-type: none"> <li>Both Drivers Traction type accredited and Traction class familiar, and;</li> <li>One Route competent Driver and one non-Route competent Driver not under tuition</li> </ul>
	Tuition <ul style="list-style-type: none"> <li>One Driver Trainer, and;</li> <li>One Advanced Trainee Driver with less than 70 hours mainline driving time.</li> </ul>
12 hours	Two Qualified Train drivers; <ul style="list-style-type: none"> <li>Both Drivers Traction type accredited, Traction class familiar and mainline Route competent, and;</li> <li>One Driver Route competent and one Driver Route familiar in the balloon loop.</li> </ul>
	Two Qualified Train Drivers; <ul style="list-style-type: none"> <li>Both Drivers Traction type accredited and Traction class familiar, and,</li> <li>One Driver with Route competency providing route tuition to the other.</li> </ul>
	Tuition <ul style="list-style-type: none"> <li>One Driver Trainer providing tuition to Advanced Trainee Driver with more than 70 hours mainline driving time.</li> </ul>

50.19. The Company will plan to have employees signed off within their rostered shift length.

50.20. A shift may be extended by the Company on the day of operation up to the maximum shift length as determined by clause 50.18.

## Tucker box job

50.21. A tucker box job is a maximum of two separate shifts, separated by a single lay over, unless by agreement. Where there is agreement for more than two shifts, clause 50.22 will not apply.

- 50.22. The total time an employee is rostered away from home for a tucker box job must not exceed 38 hours, unless by agreement.
- 50.23. The start time of each shift of a tuckerbox job will be shown in the relevant daily roster. Both shifts are subject to clauses 63.11 and 64.18.

#### **Train crew medicals**

- 50.24. Train crew will be rostered to attend category one medicals.

#### **Rostered breaks between successive shifts**

- 50.25. Employees will be rostered with a minimum break of 12 hours between successive shifts except when laying over in a location other than the employee's home location, in which case the minimum break will be eight hours.

#### **The master roster**

- 50.26. Each depot must have at least one master roster.
- 50.27. The Company must develop the master roster or significant changes to the existing master roster in conjunction with the Depot roster committee. There will be no more than three significant changes to the master roster in one calendar year, unless agreed by the roster committee.
- 50.28. Provided the majority of affected employees agree, employees may trigger a master roster review and change once per calendar year. This includes, but not limited to, where it has been identified there has been an excessive use of shift extension and shifts rostered 12 hours in the daily roster. This is in addition to the three master roster changes in clause 50.27 and is subject to clause 50.29.
- 50.29. Subject to meeting Company requirements, the Depot roster committee determines the number of RDOs in the master roster, taking into consideration employee work/ life balance
- 50.30. A new master roster must be hung for 14 days prior to implementation in which time employees have seven days to lodge objections and the Company and roster committee will attempt to address them or provide reasons why they cannot be addressed.
- 50.31. The Company may implement the roster at the conclusion of the 14 day period.
- 50.32. The Company will notify an affected employee in writing before their position in the master roster is changed for any purpose, with the exception of the following:
- an employee who has agreed to the dates of a training block as per clause 50.63; and
  - to accommodate an employee's special request as per clause 50.55.

### **Cancelled shifts – cancelled prior to presenting for work**

50.33. Where an employee is advised of the cancellation of a shift in the daily roster:

- on less than 33 hours' notice but prior to the employee presenting for work; and
- where the employee starts work within eight (8) hours of the start time of the cancelled shift one hour will be credited to actual hours worked in the pay period; or
- where the employee does not start work within eight (8) hours of the start time of the cancelled shift four (4) hours will be credited to actual hours worked in the pay period.

50.34. The above clause does not operate where the employee is allocated an AFD window in Coal SEQ.

50.35. Where an employee has indicated agreement to work an Additional shift and that shift is cancelled with notice of 12 hours' or less from the intended start time, the employee will be paid an allowance equal to two hours at the applicable rate of pay that would be applied if the shift was worked.

### **Cancelled shifts – cancelled after presenting for work**

50.36. Where an employee presents for work and is advised that the shift is cancelled the employee:

- will have 4 hours credited to actual hours worked in the pay period; or
- will be paid 4 hours at the rate applicable to the day where the employee was to work overtime on an RDO.

50.37. The employee will not be required to start work for 12 hours from the time the employee was advised that the shift was cancelled. The employee and the Company may agree to a shorter period.

### **Meal Breaks**

50.38. Where the train is operated by a 12 hour crew configuration the meal break will be taken and meals will be consumed en route by rotating drivers without stopping the train. No additional payment will be made (or hours credited) for this arrangement.

50.39. Where the train is operated by any other crew configuration the meal break will be taken to avoid delay to train operations insofar as practicable. Meal breaks will be taken during:

- operational delays such as train crossing or passing; or
- during breaks in loading / unloading operations; or

- during loading / unloading where the crew is not in control of the movement of the train; or
- where train queuing is likely to occur; or
- any other reasonable time or location determined by the Company.

50.40. No additional payment will be made (or hours credited) for such arrangements.

50.41. Where a train is operated by a crew (other than a 12 hour crew configuration) and for operational reasons a meal break is not able to be taken during the rostered shift an employee will have an additional 20 minutes credited to the shift length.

### **Start and finish locations**

50.42. Employees will start and finish work at locations specified by the Company in accordance with arrangements in place as at the date of this Agreement.

50.43. Where the Company wishes to introduce a new start and/or finish location it will be subject to consultation, adequate facilities and the agreement of the individual employee.

50.44. An agreement to start or finish at a new location cannot be revoked without the Company's agreement. The Company will not unreasonably withhold agreement.

### **Permanent mates**

50.45. The Company must offer a system of permanent mates at each depot and/or location.

50.46. Employees may request to be permanent mates.

50.47. The request will not be unreasonably refused.

50.48. This provision is not intended to reduce the numbers of permanent mates at locations where it currently exists.

50.49. Before a decision to refuse a request is final, the affected employees will be provided with reasons for the decision in writing.

50.50. The relevant manager must have a legitimate reason to separate permanent mates and before the final decision is made to separate permanent mates, the affected employees will be provided with reasons for the decision in writing.

### **Suspension of daily roster**

50.51. In the event of a severe disruption to services resulting from an emergency, and subject to consultation with local and state workplace representatives the process of posting daily rosters may be temporarily suspended.

### **Roster special requests**

- 50.52. Employees may submit roster special requests to the Company with a minimum of seven days' notice in writing.
- 50.53. Special requests will not be unreasonably rejected subject to operational requirements, fatigue management principles and the arrangement being cost neutral.
- 50.54. A special request will not be approved unless the employee can work the number of hours originally rostered in the block of shifts (RDO to RDO).
- 50.55. Where a special request impacts an employees' block of shifts (RDO to RDO), a single shift or multiple shifts in the block may be altered. This alteration will be made to the forecast roster and may occur after the posting of the forecast roster (alterations will be to the master roster for Coal SEQ after the removal of the forecast roster).
- 50.56. Employees are responsible for confirming any impacts to their rostered shifts due to a special request.
- 50.57. Any shift alterations made to the master or forecast roster due to a special request will not be subject to penalties. This does not include applicable penalties on the day of operations.

### **Train crew roster notification**

- 50.58. The Company will implement an automated system on a 24 hour basis, for the purpose of receiving audible notification of the start time of their shift (Call time). This system may be replaced by future automated notification technology.
- 50.59. The automated system will have a feature where employees must acknowledge the notification of their rostered workings at their Call time.
- 50.60. Once a system is implemented, there will be no opt out option.

### **Train working**

- 50.61. Employees will be advised at/by their Call time if they are rostered on a shift that would require them to work on a train that is not equipped with a microwave oven.
- 50.62. Reasonable endeavours will be made to notify employees of these workings, however, subject to changes in the day of operations at times this may not be achieved.

### **Training blocks**

- 50.63. Employees may agree to come off their master roster and work in an environment where they will be notified of their next rostered shift no later than the end of their previous shift, for 10 shifts per calendar year. This training is to



achieve depot training outcomes for Route competency, Traction type accreditation, Traction class familiarisation or other training which requires an assessment by an Aurizon appointed assessor.

- 50.64. Employees who have completed all depot training must not be placed on a training block.
- 50.65. These blocks of time are arranged by agreement. If agreement cannot be reached, the employee will be given 28 days' written notice of a training block. Any absence during the training block will be added to the end of that training block.
- 50.66. RDOs will not be changed during the training blocks, unless by agreement.
- 50.67. By agreement, employees may be required to travel to another depot within their corridor to complete depot specific training which will be paid in accordance with the travel allowance clauses in this Agreement.
- 50.68. Where an employee does not achieve the training outcome required from the training block, the employee will be required to come off their master roster for an additional 2 days for the purpose of completing the training outcome. This does not apply where an employee does not achieve the training outcome required due to changes in operational requirements that prohibits or delays the employee from completing their training within the training block.

## **51. ROUTE TUTORS**

- 51.1. Route tutors are those employees in the Train crew stream who have been trained to provide route tuition.
- 51.2. Route tutors will be paid an allowance of \$20 per shift when providing route tuition.
- 51.3. Where route tutors are required, the Company will call for expressions of interest from Qualified train drivers. The selection of route tutors from the expressions of interest will be at the discretion of the Company.
- 51.4. If following the selection process there is an insufficient number of route tutors, the Company may select additional Qualified train drivers to become route tutors. This decision will be made based on business requirements and employees will not be unreasonably directed to become a route tutor.
- 51.5. The Company or the route tutor may request the route tutor is rostered one shift with a Driver Trainer for upskilling at any time.

## **52. REGISTERED TRAINER AND ASSESSORS (RTA)**

- 52.1. An employee in the Train crew stream who has been registered with the Aurizon Registered Training Organisation as an RTA will be paid an allowance of \$30 per shift they conduct duties as an RTA.

## **53. CAR DRIVING**

- 53.1. Train crew will not be rostered on the Daily Roster to drive a motor vehicle.
- 53.2. Between 2200 and 0600:
  - 53.2.1. an employee may only be required to drive a vehicle for a maximum of two hours; or
  - 53.2.2. if more than one employee is in the vehicle, each employee may drive the vehicle for two hours.
- Unless otherwise agreed.
- 53.3. An employee will not be required to drive a motor vehicle as the sole occupant after 9 hours on duty unless:
  - 53.3.1. the driving is done within the locally agreed area; or
  - 53.3.2. by agreement.
- 53.4. The Company will provide ongoing training for employees in the safe operation of motor vehicles.
- 53.5. The motor vehicles will be fit for purpose having regard to the length and duration of journey, the time of travel, passenger comfort and road conditions.

## **54. TRAIN CREW TRANSFER**

- 54.1. When the Company wishes to recruit for Qualified train drivers, all internal drivers must be able to apply.
- 54.2. Provided there are sufficient applicants, 25% of vacancies will be filled by Qualified train drivers with three years or more service at 10 September 2015 and the highest driver transfer points (the points system).
- 54.3. Driver transfer points will be calculated and posted as at 10 September 2015 and will not increase.
- 54.4. Successful applicants under the points system must be released within six months unless agreed otherwise.
- 54.5. The remaining vacancies will be subject to the usual recruitment processes, provided that length of service in remote locations is considered as part of the selection criteria.
- 54.6. Driver transfer points are exhausted once a transfer is accepted, whether the transfer is effected under the points system or under the usual recruitment process.

## **55. DRIVER ONLY OPERATIONS**

- 55.1. The Company may only introduce new DOO in accordance with the relevant Safety Regulator's requirements and any prescribed technology. The Company will consult with employees at the affected depot/s and their representatives prior to the introduction of DOO.
- 55.2. The consultation will give affected employees a genuine opportunity to influence the decision, and will include consideration of the following matters:
- Communications
  - Signal sighting
  - Emergency procedures
  - Locomotive operating procedures
  - Availability of train stop technology
  - Safety systems.
- 55.3. Where the Company proposes the introduction of DOO without train stop technology, an implementation committee which will include both local and state employee representatives, will be established and provided with an opportunity to make submissions to the relevant regulator before a final decision is made.
- 55.4. The implementation committee will be provided with all relevant material, including relevant communications with the regulator, provided that the Company is not required to disclose confidential information the disclosure of which would be contrary to the Company's interests.

## **56. NO IN-CAB SURVEILLANCE**

- 56.1. The Company will not implement or install cameras that face inwards to the locomotive cab over the term of this Agreement.
- 56.2. This clause does not prevent the Company from using outward-facing cameras mounted in front of the Driver. Any outward-facing cameras installed must have any inbuilt audio recording component disabled.
- 56.3. This clause does not prevent the Company from using other recordings including data recordings, or recordings of radio and phone communications.

## **57. ANNUAL LEAVE**

### **Accrual of annual leave**

- 57.1. Shift workers covered by this Schedule are entitled to 5 weeks of annual leave per year of service. This equates to 200 hours of annual leave entitlements accruing per year of service, which will be deducted in accordance with this clause.

- 57.2. All other employees covered by this Schedule are entitled to 4 weeks of annual leave per year. This equates to 160 hours of annual leave entitlements accruing per year of service, which will be deducted in accordance with this clause.
- 57.3. Annual leave accrues progressively during a year of service according to the employee's Ordinary hours of work and accumulates from year to year.
- 57.4. Casual employees do not accrue annual leave.
- 57.5. Employees do not accrue annual leave during periods of unpaid absence unless otherwise provided by legislation.

### **Taking annual leave**

- 57.6. Annual leave is "taken" where an employee does not work the Ordinary hours for which the employee was rostered because of the approved annual leave.
- 57.7. For the purpose of this clause a week means Monday to Sunday. An employee will be treated as having taken a week of leave if the employee is off all rostered shifts in any given Monday to Sunday period.
- 57.8. Where an employee takes at least a week of annual leave, the start time of the first shift following the annual leave cannot be rostered before 0400. Changes to the start time in the daily roster apply on the day of operations.
- 57.9. Any shift alterations resulting from clause 57.8 will not be subject to penalty payments. This does not include applicable penalties on the day of operations.
- 57.10. Where an employee takes annual leave on the day before an Available day, the employee will not be rostered to start before a minimum of the shift length missed due to taking annual leave has elapsed, plus an additional 12 hours. Changes to the start time in the daily roster apply on the day of operations.
- 57.11. Employees must obtain approval before taking a period of annual leave. Approval will be subject to operational needs of the relevant depot; however, approval will not be unreasonably withheld.
- 57.12. 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 the annual leave. An employee and the Company may agree to a shorter notice period.
- 57.13. Any direction under clause 57.12 must not result in an employee's leave balance reducing below one year's accrual.
- 57.14. The Company's ability to direct employees to take annual leave operates subject to the shutdown provisions in this Schedule.
- 57.15. Subject to agreement between the Company and the employee annual leave may be taken in advance.

## Payment and deduction of annual leave

- 57.16. For each ordinary hour of annual leave taken employees will be paid at the Relevant rate of pay.
- 57.17. *Annual leave of a fortnight or more* - Where an employee is on annual leave for a fortnight or more, they will be deducted 40 hours annual leave for each complete week of leave. Part weeks will be treated as set out in clause 57.20.
- 57.18. *Annual leave comprising one week and less than a fortnight* – Where an employee's period of annual leave is less than a fortnight but is one complete week, the following will be deducted:
- 57.18.1. For the complete week of leave:
- 40 hours if the employee is rostered to work 40 hours or more in that week; or
  - otherwise, 8 hours for each rostered shift not worked by the employee during the week,
- 57.19. Any part week of leave will be treated as set out in clause 57.20.
- 57.20. *Annual leave which includes a part week* – Where an employee's period of annual leave is a:
- part week (one shift or more but less than a complete week); or
  - complete week where the employee is rostered less than 40 hours,
- 8 hours will be deducted for each rostered shift not worked by the employee during the period of leave.
- 57.21. 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 59.4.

## Cashing out annual leave

- 57.22. At times designated by the Company or in conjunction with a period of annual leave an employee with 12 or more months' service may with the agreement of the Company cash out a portion of their accrued annual leave.
- 57.23. Each agreement to cash out annual leave must be in writing.
- 57.24. After cashing out annual leave the employee must have an annual leave accruals balance of no less than one year's accruals for that employee.

- 57.25. The employee will be paid cashed out annual leave on the same basis as had the annual leave been taken in the usual way.

#### **Illness while on annual leave**

- 57.26. Employees, who become ill during a period of annual leave, may claim personal leave in lieu of annual leave subject to the following conditions:
- 57.26.1. the employee's supervisor is promptly notified of the circumstances during the period of the illness and the approximate duration of the illness, and
- 57.26.2. evidence of the illness is supplied, consistent with the evidence requirements of the personal / carer's leave clause of this Agreement.
- 57.27. If personal leave in lieu of annual leave is approved the hours of annual leave will be re-credited to the employee's annual leave accruals and the equivalent number of hours will be deducted from the employee's personal/carer's leave accruals.

#### **58. SHUTDOWN**

- 58.1. The Company may shut down all or any part of its operation provided:
- 58.1.1. it gives employees at least 28 days' notice; and
- 58.1.2. the period of the shutdown is at least 48 hours, or
- 58.1.3. where the shutdown is caused by a planned network closure:
- greater than 24 hours for Coal CQ
  - greater than 48 hours for Coal SEQ.
- 58.2. Employees directly affected by the shutdown:
- 58.2.1. who have an entitlement to annual leave or long service leave may take all or part of that entitlement during the shutdown period; and /or
- 58.2.2. may move their RDO from a day/s during the notice period to a day/s covered by the shutdown period.
- 58.3. Full-time, part-time and temporary employees who are directly affected by the shutdown and who have not accrued sufficient paid leave may, during the shutdown period, take annual leave in advance. Provided that the Company may withhold from the wages component of the employee's termination pay an amount up to the equivalent of any negative annual leave balance arising from this clause, after receiving the employee's specific authorisation to make the deduction.
- 58.4. The maximum number of an employee's rostered Ordinary hours that may be affected by shutdown periods is 80 hours per calendar year.

58.5. The Company is not obligated to pay wages to affected employees who elect not to take annual leave or long service leave, or shift an RDO.

58.6. This shutdown clause is not a stand down clause as described in the Act.

## **59. PUBLIC HOLIDAYS**

### **Applicable public holidays**

59.1. The following public holidays apply to train crew who are paid the penalty allowance that includes compensation for working the statutory public holidays in clause 59.2 (clause 60.18):

- 1 January
- ANZAC Day
- Labour Day
- 25 December

59.2. The following public holidays will apply to all other employees:

- New Year's Day
- Australia Day
- Good Friday
- Easter Saturday
- Easter Sunday
- Easter Monday
- ANZAC Day
- Labour Day
- Queen's Birthday
- Christmas Day
- Boxing Day
- Show holidays or district equivalent
- Any such day appointed under the Holidays Act (QLD) 1983 to be observed in lieu of any such holiday (i.e. a gazetted public holiday).

## **Substituting public holidays**

- 59.3. The Company and a majority of affected employees may agree that a public holiday will be observed on a day other than the day specified in the clause above. For the relevant employees this clause will not apply to the public holiday but will apply to the substitute day.

## **Payment for public holidays**

- 59.4. An employee rostered to work and who is not required to work on a public holiday will be paid at ordinary time for the rostered Ordinary hours the employee would have otherwise worked on the public holiday.
- 59.5. Casual employees will only be paid for public holidays on which they work.
- 59.6. For train crew who are paid the penalty allowance:
- 59.6.1. An employee who works Ordinary hours on 1 January, ANZAC Day or 25 December will be paid at 150% of the Relevant rate of pay for the hours actually worked.
- 59.6.2. An employee who works Ordinary hours on Labour Day will be paid at 250% of the Relevant rate of pay for the hours actually worked.
- 59.6.3. Where stand-alone overtime is worked on a public holiday payment will be at the higher of the overtime rate or the public holiday rate.
- 59.7. Non-penalty allowance employees who work on a public holiday will be paid:
- at ordinary time for all Ordinary hours rostered for the day; plus
  - at 150% of the Base rate of pay for the hours actually worked; plus
  - any applicable shift loading or weekend work loading.
- 59.8. Where overtime is worked on a public holiday either as a whole additional shift or as additional hours worked immediately pre or post Ordinary hours, payment will be at double the overtime rate that would be applicable if the day was not a public holiday.
- 59.9. Where a public holiday falls on a Saturday or Sunday but is observed on a week day, employees who work on the Saturday or Sunday will be paid the Saturday or Sunday loading in accordance with this Agreement. Where employees work on the gazetted public holiday, the employees will be paid in accordance with this clause.
- 59.10. An employee who is required to work on a public holiday will be provided with at least 4 hours work (other than where the employee works the full rostered shift and fewer than 4 hours of the rostered shift fall on the public holiday).



59.11. Employees who are never rostered to work Ordinary hours on a particular day of the week will not be paid for any public holiday that falls on that day. For example:

- employees whose Ordinary hours are always rostered Monday to Friday will not receive payment for Easter Saturday;
- a part-time employee who only works Tuesday to Friday will not be paid for any public holiday that falls on a Monday).

An employee who works overtime on such a day will be paid in accordance with the working overtime on a public holiday clause.

59.12. Subject to the clause below where an employee's RDO falls on a public holiday and the Company does not agree to move (substitute) the public holiday to another day, the employee will be paid an allowance of 8 hours at the Base rate of pay for the public holiday. Where the employee works overtime or part of a rostered shift on the public holiday the 8 hours will be reduced by the number of hours worked.

59.13. In the case of employees who receive 5 weeks of annual leave the above clause will only apply to the sixth and subsequent public holidays on which an RDO falls in any calendar year.

## **60. ALLOWANCES**

### **Increases to allowances**

60.1. Any allowance in this section expressed as a monetary amount (as opposed to a percentage or a multiple of hours) will be increased by:

60.1.1. 2.3% upon the first anniversary of this Agreement; and

60.1.2. 2.25% on the second anniversary of this Agreement

60.2. Irrespective of the above, any allowance referred to in an ATO published guideline will not exceed the applicable maximum reasonable allowance contained within the ATO guideline.

### **First aid allowance**

60.3. Employees appointed to perform the duties of first aid officer will be paid \$2.60 per day in addition to their ordinary rates. This allowance will not be paid while employees are on leave.

### **Travel meal allowance - reduced period away from home location**

60.4. An employee rostered to be away from the employee's home location for more than 18 hours and who, without 8 hours' notice (prior to sign on), is subsequently required to return to their home location within 12 hours (from sign on) will be paid a meal allowance of \$15.58.

### **Travel Allowance – Non-Living Away From Home Allowance**

- 60.5. 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 (as opposed to living away from home) the employee shall be provided with, paid or reimbursed for accommodation, meals and incidentals as follows:
- 60.5.1. Provided with 3 star accommodation where possible; or at the discretion of the Company reimbursed for the cost of such; and
- 60.5.2. Provided with all meals, or at the discretion of the Company paid a meal allowance of
- \$18.57 for each breakfast;
  - \$20.15 for each lunch;
  - \$35.59 for each dinner; and
- 60.5.3. Paid an incidental allowance of \$19.79 per night.

### **Travel Allowance – Living Away From Home Allowance**

- 60.6. 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 living away from home (as opposed to travelling for work) the employee shall be provided with, paid or reimbursed for accommodation, meals and incidentals as follows:
- 60.6.1. Provided with 3 star accommodation, where possible; or at the discretion of the Company reimbursed for the cost of such; and
- 60.6.2. Paid a meal allowance of \$170.73 per week, or \$24.40 per day, or \$8.15 for each meal included in a part day. This allowance is to compensate employees for additional meal expenses incurred as a result of living away from home in order to perform their duties; and
- 60.6.3. Paid a Disadvantage allowance of \$65.08 for each 24-hour period or of \$21.69 for each part of a day away. This allowance is paid as a separate allowance in addition to any meal allowance.

### **Travel allowance not payable on periods of leave**

- 60.7. The above travel allowances do not apply to any periods of annual, long service leave or other leave.

### **Higher grade allowance**

- 60.8. Where the Company requires an employee to act in a higher graded role the employee will be paid a “higher grade” allowance for each hour worked in the higher graded role.
- 60.9. The amount of the higher grade allowance is the difference between the employee’s base wage and the base wage of the higher graded role.

- 60.10. The higher grade allowance will be included in the calculation of the payment of overtime, shift loadings, and weekend loadings.
- 60.11. Where the Company requires an employee to act in a higher graded role for a specified period, the employee will be paid the higher grade allowance for any leave taken within that period.
- 60.12. 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.
- 60.13. Drivers in the Train crew stream who are qualified to complete route assessments will be paid at the higher grade of Driver Trainer on the shifts they are completing route assessments.

### **Overtime meal allowance**

- 60.14. An employee will be paid an overtime meal allowance of \$15.58 where the employee has worked overtime in the following circumstances:
- an employee, with less than two hours' notice works more than 4 hours overtime between 1900 and 0700 that is not continuous with a rostered shift; or
  - an employee is advised after 2200 to sign on before 0600 to work more than 4 hours of overtime that is not continuous with a rostered shift.

### **Penalty allowance**

- 60.15. Train crew will be paid a penalty allowance if they are available for the shifts required by their depot master roster which are rostered across 7 days a week, including public holidays and between 0001 and 2359.
- 60.16. An employee engaged as a part time employee who meets the criteria in clause 60.15 will receive 100% of the penalty allowance paid on the agreed average Ordinary hours of work.
- 60.17. The amount of penalty allowance paid to an employee is dependent on the employee's home depot, and recognises, among other things, that each depot may have varying levels of shift work requirements. The penalty allowance rate table below prescribes the penalty allowance to be paid to employees at each depot.
- 60.18. The penalty allowance includes compensation for:
- working Ordinary hours on weekends (Coal CQ);
  - working on statutory public holidays (excluding 1 January, ANZAC Day, Labour Day and 25 December).
  - Annual leave loading

- Distributive Power allowance
- Tonnage and distance allowances
- Multi-Unit allowance (Traction Loading)
- DOO loading
- Penalties and Shift Work allowance or loadings

60.19. Subject to the following clauses the penalty allowance is not paid for any other purpose under this Agreement and does not form part of the employee's Base rate of pay.

60.20. The penalty allowance will be added to the base rate for the purpose of calculating the employee and employer superannuation contributions.

60.21. The penalty allowance will only be paid on long service leave accrued after 7 December 2009 for Train crew employed by Aurizon Operations Limited.

60.22. Where the employee is not able to perform their full duties the employee will continue to be paid the penalty allowance for 240 Ordinary hours. For periods exceeding 240 Ordinary hours the amount of the penalty allowance will be commensurate with the duties able to be performed compared to the employee's full duties. This amount will be determined by the Company on a case by case basis in consultation with employee and their representative, if any.

#### Penalty allowance rates

Coal Region	Fortnight			
	Trainee Driver	Advanced Trainee Driver	Driver	Driver Trainer
Coal CQ	1256	1569	2093	2123
Coal SEQ	444	556	740	684

Explanatory note: The increase to the Coal CQ penalty allowance upon Commencement of this Agreement has been applied to the Base rate of pay for all Train crew. As a result, the additional uplift to the Coal SEQ Base rate of pay has been subtracted from the new Coal SEQ penalty allowance (i.e. removed after 5% uplift to the penalty allowance was applied upon Commencement of this Agreement).

### **Periodic pathology allowance**

- 60.23. Employees classified in the Train crew Stream who are required to undertake a periodic pathology test will undertake those tests in their own time. An employee will be paid an allowance of \$39.91 for each such test.
- 60.24. The above allowance is in full compensation for the time taken to undergo such assessments or tests and no additional hours (ordinary or overtime) will be credited to the employee.

### **Cancelled tuckerbox allowance**

- 60.25. Where a tucker box shift is cancelled with less than eight hours' notice and replaced with a shift, the employee will receive a cancelled tucker box allowance equal to two hours at the Relevant rate.

### **Long distance travel payment**

- 60.26. If, for the purpose of temporary relief in a foreign depot, an employee is required by the Company to increase the distance ordinarily taken to travel to and from home by more than 60km, the increased time spent travelling will be paid as follows:
- during rostered hours – without loss of Ordinary hours pay; or
  - outside of rostered hours – up to 8 hours pay at ordinary time; or
  - outside of rostered hours on a week end – up to 8 hours pay at ordinary time plus the relevant week end loading.

### **Laying off time – signing on 10 hours after sign-off**

- 60.27. An employee:
- who is required to sign off at a location other than the employee's home location; and
  - who cannot travel to the employee's home and consequently is absent from their usual place of residence between shifts; and
  - who does not sign on within 10 hours of signing off

will be paid an allowance of the Base rate of pay plus penalty allowance.

- 60.28. The payment of this allowance will commence 10 hours after sign-off and will cease when the employee signs on.
- 60.29. The provisions of clauses 63.13 and 64.23 apply up to 10 hours after sign-off. After 10 hours clauses 60.27 and 60.28 apply.

### **Meal (trip) allowance**

60.30. When away from the place at which they are stationed employees will be paid an allowance as follows:

<b>Hours</b>	<b>Allowance</b>
Minimum length of absence – 16	20.52
Over 16 – 24	41.04
Over 24 – 32	61.56
Over 32 – 40	82.08
Each subsequent 8 hours (or part thereof)	20.52

60.31. The minimum length of absence to qualify for this allowance will be the greater of 10 hours, or the nominal shift length of the depot.

60.32. For the purpose of this clause, time away from home will be calculated from the time of signing on to the time of signing off. This payment will not be made when employees do not go past the home signal (however described).

60.33. Employees will not be paid other travel allowances or overtime meal allowances for the same period in which they are paid meal (trip) allowance.

### **61. NON-PENALTY ALLOWANCE EMPLOYEES**

61.1. Non-penalty allowance employees do not receive the penalty allowance (clause 60.15).

61.2. An employee will be classified as a non-penalty allowance employee in the following circumstances:

61.2.1. The employee is engaged as a part-time employee (excluding employees on an FWA under clause 62) and do not meet the criteria in clause 60.15.

61.2.2. The employee is classified as a non-penalty allowance employee for the period of their FWA as determined by clause 62.

61.3. The below clauses 61.4 to 61.7 apply to non-penalty allowance employees.

### **Shift loading**

61.4. Subject to the following clause an employee will be paid a shift loading of 25% of the Base rate of pay for any Ordinary hours worked between 1615 hours and 0600 hours.

61.5. Unless a contrary provision appears elsewhere in this Agreement an employee working on a Saturday, Sunday or Public Holiday or working overtime during the above hours will not receive the shift loading.

## Weekend loading

- 61.6. In addition to the Base rate of pay an employee will be paid a 50% loading for Ordinary hours worked on a Saturday.
- 61.7. In addition to the Base rate of pay an employee will be paid a 100% loading for Ordinary hours worked on a Sunday.

## 62. FLEXIBLE WORK ARRANGEMENTS

- 62.1. The Company will provide Flexible Work Arrangements (FWA) in accordance with the Act.
- 62.2. An FWA does not permanently alter the employment type or classification of an employee.
- 62.3. Where an employee requests an FWA that alters their working arrangements, their wages and entitlements may be affected. In these circumstances, the employee will be covered by one of the following arrangements for the period they are entitled to be on the FWA:

Hours of work	Employment type	Availability	Classification	Guidelines
Average of 80 hours per fortnight	Full time employee	No restrictions	Penalty allowance employee	Receive 100% of the penalty allowance.
		Restrictions	Penalty allowance employee	Penalty allowance may be reduced as per clauses 62.9 to 62.13.
		Restrictions	Non-penalty allowance employee	Wages and entitlements as per clause 61.
Less than an average of 80 hours per fortnight	Part time employee (during the period of the FWA)	No restrictions	Penalty allowance employee	Receive 100% of the penalty allowance. Base rate of pay and penalty allowance Pro rated on agreed Ordinary hours of work (clauses 8.3).
		Restrictions	Penalty allowance employee	Penalty allowance may be reduced as per clauses 62.9 to 62.13. Base rate of pay and reduced penalty allowance Pro rated on the agreed Ordinary hours of work (clause 8.3).
		Restrictions	Non-penalty allowance employee	Wages and entitlements as per clause 61.

## Requests for FWA

- 62.4. Upon request by the employee, the Company will provide within a reasonable timeframe, an estimate of the wages and entitlements that the nominated roster

arrangements may attract for both the penalty allowance and non-penalty allowance classifications. Where there is a reduction in the penalty allowance, the rationale for the reduction will be discussed with the employee.

- 62.5. The outcome will be determined on a case by case basis by the relevant manager (in conjunction with human resources), in consultation with the employee and their nominated representative, if required.

### **Guidelines**

- 62.6. An employee who is only available to work Monday to Friday, day shifts (i.e. between 06:00 hours and 16:00 hours), will not be entitled to be paid the penalty allowance and will be classified as a non-penalty allowance employee.
- 62.7. Where an employee has restrictions in their master roster that reduces their availability for work outside the hours of 0600 and 1615, on weekends and public holidays, the penalty allowance payable may be reduced in line with the reduction in availability.
- 62.8. Where an employee's employment type is part-time, the reduction in the penalty allowance payable in clause 62.7 will be Pro rated for the agreed Ordinary hours of work.

### **Guidelines for reducing penalty allowance**

- 62.9. The amount the penalty allowance may be reduced shall be calculated giving consideration to the comparison between the FWA roster the depot master roster, including:
- the proportion of shifts the FWA roster contains outside the hours of 0600 and 1615 compared to the depot master roster;
  - the proportion of weekends the FWA roster contains compared to the depot master roster;
  - the availability of an employee to work on public holidays compared to the depot master roster;
  - the amount of availability built into the FWA roster compared to the availability required by the depot master roster (i.e. where an employee who is not available to work on a Monday has greater flexibility on the days they can work in their FWA roster).
- 62.10. The Coal CQ penalty allowance must not be reduced below 20% as this is a set component that is related to other allowances rolled into the penalty allowance. Therefore, 80% of the penalty allowance is variable depending on an employee's availability to be rostered on nights, weekends and public holidays.
- 62.11. The Coal SEQ penalty allowance must not be reduced below 50% as this is a set component that is related to other allowances rolled into the penalty



allowance. Therefore, 50% of the penalty allowance is variable depending on an employee's availability to be rostered on nights, weekends and public holidays.

62.12. The below method shall be used to calculate the penalty allowance payable.

62.12.1. Count the number of night and weekend shifts the employee is available to work and divide that count by the total number of nights and weekends the depot master roster requires shifts to be rostered on to determine the employee's availability percentage.

62.12.2. Multiply the employee's availability percentage in clause 62.12.1 by the percentage of the penalty allowance that is variable:

- 80% in Coal CQ; or
- 50% in Coal SEQ

62.12.3. Add the calculated result from clause 62.12.2 to the remaining set component of the penalty allowance in this clause to determine the minimum amount of the penalty allowance payable:

- 20% in Coal CQ; or
- 50% in Coal SEQ

62.13. This is the minimum penalty allowance payable and consideration will be given to any additional flexibilities in the FWA roster and availability to work on public holidays.

### **Reviewing roster arrangements after a request is approved**

62.14. An employee may request a change to her/his FWA that alters her/his work availability. For example, the employee can no longer work 80 hours per fortnight and requests to work 60 hours. In this circumstance, the Company may require the employee to submit a new FWA request.

62.15. Any request by the Company for the employee to alter their FWA must not disadvantage the employee or affect their classification or entitlements without consultation with the affected employee and the change must not be implemented without the employee's agreement.

## **63. COAL CQ HOURS OF WORK**

63.1. This clause applies to train crew in Coal CQ.

### **The master roster**

63.2. The master roster will show:

- an average of 40 hours per week over the Roster cycle; and
- RDOs; and

- an average over the Roster cycle of up to 30% of planned shifts on each day as Available; and
- the shift length and start time of each of your rostered shifts; and
- “EX” day (Incoming shift).

63.3. Overtime will not be rostered in the master roster.

63.4. The minimum number of RDOs to be included in the master roster is the number of weeks over which the Roster cycles multiplied by 2.375.

63.5. Employees in a crew configuration other than DOO will not be rostered to work a shift of less than 10 hours unless agreed otherwise.

### **The forecast roster**

63.6. The forecast roster is based on the next two weeks (Monday to Sunday) of the master roster and must be posted each week by 1500 Friday.

### **What can change from the master roster to the forecast roster:**

- 63.6.1. The start time may be altered up to four hours earlier or later for network shutdowns. Employees start time will not be altered to undertake tasks such as cleaning, mowing or facility maintenance. If a shutdown is cancelled prior to 1500 Friday, the forecast may revert to the master roster.
- 63.6.2. Non-operational shifts (e.g. medical or training shifts) may be inserted subject to minimum break between shifts and will be credited to hours worked in the pay period.
- 63.6.3. Leave (excluding personal/carer’s leave) may be shown.
- 63.6.4. An Available may be converted to a rostered shift.
- 63.6.5. By agreement, any other change (subject to clauses 50.15 and 50.18), including the insertion of stand-alone overtime.

### **The daily roster**

63.7. The daily roster must be posted at least 33 hours prior to 0001 of the day covered by the roster.

63.8. The daily roster will show the shift length and start time of the employee’s rostered shift.

### **What can change from the forecast roster to the daily roster:**

- A start time will be allocated for an Available; and/or
- a shift, or an Available may be cancelled; and/or

- a start time to a maximum of two hours earlier or later; and/or
- a shift may be rostered 12 hours provided the scheduled service allows for sign on and sign off at the employees' home depot within that time. This service must not:
  - Be a change job (i.e. a job that involves train crew working on a different train to the one they commenced the shift on, excluding dual loads); or
  - Have continuous dwell or idle time in excess of 2 hours; or
  - Be a tuckbox job; or
  - Have any planned car travel (excluding local depot change points).

If requested, employees shall be provided with a copy of the relevant scheduled service run sheet; and/or;

- by agreement, any other change (subject to clauses 50.15 and 50.18), including the insertion of an Additional shift.

63.9. The Company will not unreasonably refuse a request from an employee not to be rostered beyond their nominal shift length on a particular day because of family or other commitments. Such requests must be received a minimum of 24 hours before the posting of the daily roster.

#### **Changes to start times in the daily roster**

- 63.10. Once posted, the start time of a shift in the daily roster may be altered only once, unless otherwise agreed.
- 63.11. The Company may change the start time of rostered shifts by up to one hour earlier (lift up) or two hours later (lay back) than the start time in the daily roster. Changes to the start time exceeding this will only be made by agreement.
- 63.12. At least one hour's notice (or Call time if greater) will be provided unless agreed otherwise.
- 63.13. For the time that the start time is changed, employees will receive an allowance of 100% of the Relevant rate. This will be a stand-alone payment.
- 63.14. Employees must take all reasonable measures to ensure they are contactable for the period of;
- Their Call time plus an additional 30 minutes, and;
  - One hour lift up prior to the rostered shift.
- 63.15. If an employee cannot be contacted for an earlier start time, the original start time will stand.
- 63.16. If an employee has reported for duty the start time will not be changed.

- 63.17. An employee may be asked for an explanation if the Company identifies a pattern of not being contactable.

### **Shift length changes**

- 63.18. If an employee is rostered 12 hours in the daily roster and is no longer required to work the original scheduled service, the shift will revert to the nominal shift length.
- 63.19. Subject to clauses 50.16 and 50.19, if the Company is required to extend an employee's shift on the day of operations due to unforeseen circumstances, the employee will be verbally advised, prior to the end of the rostered shift, of the extension and the tasks to be performed.
- 63.20. Shift extensions will only be used for operational duties, which for the purpose of this clause does not include unreasonable periods of idle time or tasks such as cleaning, mowing or facility maintenance.
- 63.21. Upon returning to the employee's home depot, the shift can only be extended to continue working the train service they are on for mainline and port operations, unless agreed otherwise.
- 63.22. If a shift has been designated as a local shift in the daily roster it will not be extended beyond 10 hours unless agreed otherwise.
- 63.23. The Company will not unreasonably refuse a request to finish work by the rostered shift length on the day of operations because of family or other commitments.
- 63.24. Employees will be signed off when directed but will be credited with a minimum of 6 hours for operational shifts or 4 hours for non-operational shifts (including stand-alone overtime).

### **Shift extension payment**

- 63.25. When an employee's nominal shift length is extended, the hours worked beyond the nominal shift length up to 12 hours will be paid at 1.5 times the Relevant rate.
- 63.26. Such hours will not be credited to cycle.
- 63.27. Shift extension payments will be paid as a stand-alone payment in the pay period in which it is worked.
- 63.28. Where an employee is paid stand-alone overtime per clauses 50.11 and 50.12, then clauses 63.25 to 63.27 do not apply.
- 63.29. Casual employees will receive a payment of 1.5 times their casual rate of pay for any hours worked beyond their rostered shift length.

### **Cancelled tucker box**

- 63.30. Where a tucker box shift is cancelled after the forecast roster is posted, the Company may alter the roster to insert two rostered shifts to replace the tuckerbox shift.
- 63.31. Subject to clause 63.11 the first shift must commence at the original rostered start time, unless by agreement.
- 63.32. The second shift must be rostered to be completed no later than 38 hours from the commencement of the cancelled tucker box shift. This may be impacted by changes to the daily roster.

### **Overtime reconciliation**

- 63.33. Overtime will be paid when the sum of the actual hours worked (excluding stand-alone overtime and shift extension payment) exceeds the rostered hours in the master roster for the pay period.
- 63.34. For the purpose of this reconciliation:
- 63.34.1. A maximum of 12 hours and minimum of 6 hours (or 4 hours for non-operational shifts) will be credited for each shift worked; and
  - 63.34.2. An employee who is rostered beyond their nominal shift length to 12 hours in the daily roster and at the Company's direction subsequently:
    - does not work past their nominal shift length, will have 12 hours credited; or
    - works beyond their nominal shift length but less than 12 hours, will have the difference between actual hours worked and 12 hours credited; and
  - 63.34.3. No credit to actual hours worked is made if personal/carer's leave is taken in the pay period, but employees will receive payment for ordinary time.

## **64. COAL SEQ HOURS OF WORK**

- 64.1. This clause applies to train crew in Coal SEQ.

### **The master roster**

- 64.2. The master roster will show:
- The shift length and start times of each of your rostered shifts; and
  - an average over the Roster cycle of up to 30% of planned shifts on each day as Available; and
  - RDOs; and
  - "EX" day" (Incoming shift).

- 64.3. Overtime will not be rostered in the master roster.
- 64.4. The minimum number of RDOs to be included in the master roster is the number of weeks over which the Roster cycles multiplied by 2.375.

#### **The forecast roster**

- 64.5. The forecast roster must be posted by 1500 on the Friday before the Monday of the following week.
- 64.6. The forecast roster may alter the master roster, with the exception of RDO's.
- 64.7. The use of the forecast roster shall cease on the date 12 months after the Commencement date of this Agreement.

#### **The daily roster – from the Commencement date of this Agreement**

- 64.8. The daily roster must be posted at least 33 hours prior to 0001 of the day covered by the roster.
- 64.9. The daily roster may alter the forecast roster and will convert Availables into either:
  - 64.9.1. a rostered shift; or
  - 64.9.2. an AFD window; or
  - 64.9.3. not required.
- 64.10. Shift lengths in the daily roster should reflect the shift lengths as shown in the depot master roster. Shifts will only be rostered 12 hours in the daily roster where operational requirements necessitate a 12 hour shift.
- 64.11. If the start time of a rostered shift is to be altered from the forecast by three hours or more the Company will advise the affected employees prior to the daily roster being posted.

#### **The daily roster – 12 months after the Commencement date of this Agreement**

- 64.12. The daily roster must be posted at least 33 hours prior to 0001 of the day covered by the roster.
- 64.13. The daily roster may alter the master roster and will convert Availables into either:
  - 64.13.1. a rostered shift; or
  - 64.13.2. an AFD window; or
  - 64.13.3. not required.
- 64.14. The start time of a rostered shift can be altered to a maximum of four hours earlier or later. Any hours agreed in addition to this will be paid at ordinary time. This will be a stand-alone payment.

64.15. Clause 64.14 does not apply in the following circumstances:

64.15.1. Where there are network disruptions which result in a whole or partial network shut an employee may be rostered as required to complete training;

64.15.2. Where there are network disruptions which result in a whole or partial network shut and employees are required to work an operational shift, changes to the start time of a rostered shift can be altered to a maximum of six hours earlier or later.

64.16. Shift lengths in the daily roster should reflect the shift lengths as shown in the depot master roster. Shifts will only be rostered 12 hours in the daily roster where operational requirements necessitate a 12 hour shift.

### **Changes to start times in the daily roster**

64.17. Once posted, the start time of a shift in the daily roster may be altered only once, unless otherwise agreed.

64.18. The Company may change the start time of rostered shifts by up to one hour earlier (lift up) or three hours later (lay back) than the start time in the daily roster. Changes to the start time exceeding this will only be made by agreement.

64.19. At least one hour's notice (or Call time if greater) will be provided unless agreed otherwise.

64.20. Employees must take all reasonable measures to ensure they are contactable for the period of;

- Their Call time plus an additional 30 minutes, and;
- One hour lift up prior to the rostered shift.

64.21. If an employee cannot be contacted for an earlier start time, the original start time will stand.

64.22. If an employee has reported for duty the start time will not be changed. An employee may be asked for an explanation if the Company identifies a pattern of not being contactable.

64.23. For the time that the start time is changed, employees will receive an allowance of 100% of the Relevant rate. This will be a stand-alone payment.

### **Available shifts – shift length**

64.24. The shift length of an Available shift in the master roster is the average depot shift length. This shift length will be used for:

64.24.1. Formulating the master roster; and

64.24.2. Determining rostered hours for clause 57.18.1 and 57.20 and

- 64.24.3. Determining shift length missed for clause 57.10; and
- 64.24.4. Reconciliation of overtime.

### **AFD Windows**

- 64.25. AFD windows will be a maximum of four hours when allocated in the daily roster.
- 64.26. Successive AFD windows will be subject to clause 50.25.
- 64.27. Employees must be signed on within the AFD window.
- 64.28. Employees will be provided with the notice they have nominated as their Call time.
- 64.29. A shift allocated within an AFD window must not impact on the next rostered shift unless agreed otherwise.
- 64.30. Only one AFD window may be allocated to an employee each day.
- 64.31. The start time of an AFD window may only be altered by agreement.
- 64.32. Employees must be contactable for the period of the AFD window. However, the Company understands there may be circumstances, for example, due to illness or injury or a medical or family emergency where an employee is not able to be contacted.

### **Cancelled shift – allocation of AFD window**

- 64.33. Where an employee's rostered shift is cancelled the employee may be allocated an AFD window of three hours duration. The AFD window will commence at the designated start time of the cancelled shift. The employee must start work within the three-hour window.
- 64.34. The Company and an employee may agree:
  - to a different start time of the window; and/or
  - for the employee be contacted and commence work outside the three hour window; and /or
  - to a window longer than three hours.

### **Shift extension payment**

- 64.35. All time worked beyond the shift length in the daily roster, or shift length allocated during AFD windows, will be paid as follows:



Date	Payment for shift extension
Commencement date of this Agreement	1.25 times the Relevant rate (including weekend payment in clause 64.42)
23 March 2020	1.5 times the Relevant rate (including weekend payment in clause 64.42)

- 64.36. Such time will not be credited to cycle.
- 64.37. Shift extension payments will be paid as a stand-alone payment in the pay period in which it is worked.
- 64.38. Where an employee is paid stand-alone overtime per clauses 50.11 and 50.12 then clauses 64.35 to 64.37 do not apply.
- 64.39. Casual employees will receive a payment as per clause 64.35 in addition to their casual rate of pay for any hours worked beyond their rostered shift length.

#### **Overtime reconciliation**

- 64.40. Overtime will be paid when the sum of actual hours worked (excluding work on an Additional shift and shift extensions) exceeds the rostered hours in the master roster for the pay period.
- 64.41. For the purpose of this reconciliation:
- 64.41.1. a minimum of 6 hours (or 4 hours for non-operational shifts) will be credited for each shift worked; and
  - 64.41.2. length of AFD window will be credited for each AFD window if a shift is not allocated; and
  - 64.41.3. No credit to actual hours worked is made if personal/carer's leave is taken in the pay period, but employees will receive payment for ordinary time.

#### **Weekend payment**

- 64.42. Employees shall be paid 1.3 times the Relevant rate for all ordinary time worked on a Saturday or Sunday.

### **65. CLASSIFICATIONS**

- 65.1. Employees at each level may be required to have the competencies for the level or levels below their level. When required, employees at each level 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 employee's skills, competence and training.
- 65.2. Appointment to a classification level is at the discretion of the Company. An employee may dispute their classification level by following the steps in Disputes Procedure.

- 65.3. Employees whose base rates are currently higher than the position they hold due to salary maintenance arrangements will be paid no less than the base rate they were paid prior to the Commencement date of this Agreement.

### **The Train crew Stream**

<b>Classification</b>	<b>Tasks and Functions</b>
<b>Trainee Driver</b>	An employee at this level will <ul style="list-style-type: none"> <li>▪ Undertake driver training up to, and including, on track observations, location specific safe working and Route familiarisation.</li> </ul>
<b>Advanced Trainee Driver</b>	An employee at this level will <ul style="list-style-type: none"> <li>▪ Undertake advanced driver training; and/or</li> <li>▪ Train crew support tasks, including but not limited to on-track safe working.</li> </ul>
<b>Driver</b>	An employee at this level will <ul style="list-style-type: none"> <li>▪ Undertake all train operation tasks within their qualifications and competence including (but not limited to): <ul style="list-style-type: none"> <li>▪ Route tuition (for Drivers assigned as Route Tutors),</li> <li>▪ Shunting (Drivers will perform shunts reflective of mainline shunt activities. For all other shunts, Drivers will not be assigned as the lead shunter without adequate training),</li> <li>▪ Fuelling,</li> <li>▪ Sanding,</li> <li>▪ Pre-departure testing, checking oil, water and fuel,</li> <li>▪ Cleaning cabs and windscreens,</li> <li>▪ Routine repairs,</li> <li>▪ Provisioning and preparation of locomotives,</li> <li>▪ Driving motor vehicles (where incidental to train operations) and administrative tasks associated with train operations.</li> </ul> </li> </ul>
<b>Driver Trainer</b>	An employee at this level will <ul style="list-style-type: none"> <li>▪ Perform any of the tasks of a driver; and</li> <li>▪ Provide tuition in locomotive operation to Trainee (unqualified) Drivers.</li> </ul>

## **66. WAGES**

- 66.1. Employees for whom a classification appears in this clause are employed in the Train crew stream.
- 66.2. Subject to this Agreement, the wage rates in this clause include consideration for any disabilities experienced by an employee in the course of their duties.

### Train crew who receive the penalty allowance

66.3. Employees who receive the penalty allowance (clause 60.15) will receive the fortnightly wages set out below:

Classification Level	Upon Commencement	12 months	24 months
	2.5%	2.3%	2.25%
Trainee Driver	1950	1995	2040
Advanced Trainee Driver	2438	2494	2550
Driver	3249	3324	3399
Driver Trainer	3647	3731	3815
Unless specifically provided for elsewhere in this Agreement, the above rates of pay are inclusive rates for the employee's Ordinary hours and the requirements associated with the respective classifications.			

Explanatory note: The above rates of pay are applicable to all Train crew receiving the penalty allowance and are inclusive of the 2.5% increase to the Coal CQ penalty allowance, payable upon the Commencement date of this Agreement.

### Train crew who do not receive the penalty allowance

66.4. Employees who are classified as a non-penalty allowance employee (clause 61.2) will receive the fortnightly wages set out below:

Classification Level	Upon Commencement	12 months	24 months
	2.5%	2.3%	2.25%
Advanced Trainee Driver	2979	3047	3116
Driver	3591	3673	3756
Driver Trainer	3949	4040	4131
<p>Unless specifically provided for elsewhere in this Agreement, the above rates of pay are inclusive rates for the employee's Ordinary hours and the requirements associated with the respective classifications. The wage rates include (but not limited to) compensation for:</p> <ul style="list-style-type: none"> <li>• Annual leave loading</li> <li>• Tonnage &amp; Distance allowances</li> <li>• Distributive Power allowance</li> <li>• Multi-Unit Allowance (Traction Loading)</li> <li>• DOO loading</li> </ul> <p>The above rates of pay are in lieu of any similar payments to those above (however described) which are prescribed elsewhere in this Agreement.</p>			

## SCHEDULE 3 – MAINTENANCE STREAM

### 67. COVERAGE

- 67.1. Schedule 3 applies to employees in the classifications listed in clause 83.
- 67.2. This Schedule does not cover employees who are engaged in a position classified between ET4 and ET6, where Aurizon has determined that a trade qualification is not a mandatory requirement of the position.

### 68. DEFINITIONS AND INTERPRETATION

- 68.1. Unless the context otherwise requires, in this Schedule:

Term/ Abbreviation	Meaning
Aggregate wage employee	Means an employee working in a Maintenance depot who is paid the aggregate allowance.
All-purpose payment	Means a payment made for all purposes of this Agreement unless expressly stated otherwise.
Applicable rate	Means the Base rate of pay plus relevant shift loadings, weekend penalties and overtime.
Derailment	Means an accident where it is necessary to utilise employees with appliances for the re-railing of locomotives and / or rollingstock and / or the clearing of all wreckage and / or other material.
Disadvantage allowance	Means an allowance paid solely to compensate an employee for the additional (non-financial) disadvantages of living away from home in order to perform their duties.
Ordinary hours	The Ordinary hours of work for full time employees are an average of 38 hour per week.
Rostered day off (RDO)	Means the period between midnight on one day and midnight of the following day during which an employee is not rostered to work Ordinary hours. Where a shift is worked on either side of midnight the "Rostered Day Off" will be the 24 hour period immediately following the shift prior to the rostered day off.
Shift worker	For the purpose of the NES and this Schedule means an employee whose hours of work are based on a master roster in which Ordinary hours of work are rostered: <ul style="list-style-type: none"> <li>• outside of 0730 hours and 1615 hours; and</li> <li>• on a public holiday; and</li> <li>• on all or part of a Saturday or Sunday.</li> </ul>
Stand-alone overtime	Means overtime that is not continuous with the start or end of a rostered shift.
Maintenance depot	Means any maintenance facility other than a Maintenance workshop.
Maintenance workshop	Means a heavy maintenance, heavy fabrication or refurbishment facility.

## **69. HOURS OF WORK**

69.1. The Ordinary hours of work for full-time employees are an average of 38 per week.

### **Maximum shift length**

69.2. Employees may be required to work shifts of up to 12 hours. The 12 hours may be constituted by:

- Ordinary hours; or
- overtime hours; or
- a combination of ordinary and overtime hours.

69.3. Work beyond 12 hours is subject to the agreement of the employee concerned.

### **Minimum shift lengths**

69.4. Employees will not be required to work a shift of fewer than six hours unless:

- the shift is a stand-alone overtime shift (in which case the minimum shift length will be four hours); or
- the employee is casual or part-time (in which case the minimum shift length will be four hours); or
- where the Company and the employee agree otherwise. Where such an agreement is made the employee will only be paid for the hours worked.

### **Weekend loading**

69.5. In addition to the Base rate of pay an employee will be paid a 50% loading for the first three Ordinary hours worked on a Saturday, and 100% thereafter.

69.6. Irrespective of the above, Maintenance depot employees will be entitled to be paid a 50% loading on the Base rate of pay for all Ordinary hours worked on Saturday.

69.7. In addition to the Base rate of pay an employee will be paid a 100% loading for Ordinary hours worked on a Sunday.

## **70. ROSTERS**

70.1. The Company will not implement a roster which cycles over more than 16 weeks unless agreed between the Company and the majority of affected employees.

70.2. Subject to this Agreement the Company will determine and include in the employee's roster the following:

- the shift start times; and
- the length of the shift to be worked; and may also include
- the time of taking meal break/s.

70.3. Rosters may include reasonable overtime.

#### **Provision of employee's roster**

70.4. Where requested an employee will be provided with a copy (or access to a copy) of the employee's roster.

#### **Rostered breaks between successive shifts**

70.5. Employees will be rostered with a minimum break of 10 hours between successive shifts.

70.6. 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 overtime for hours worked until a 10 hour break is provided.

70.7. If an employee's next ordinary shift follows:

- two consecutive rostered days off; or
- a public holiday, and

during the 15 hours immediately preceding such a shift the Company requires an employee to work so much overtime that the employee will not have a 10 hour break within that 15 hours, the employee will be released until they have had a 10 hour break without loss of pay for any Ordinary hours during such absence.

#### **Rostered days off (RDOs)**

70.8. Wherever practical the Company will avoid rostering RDOs as single days.

70.9. The Company can advise any employee to change the day the employee takes as an RDO, either permanently or temporarily by written notification of no less than 14 days of the change unless the employee agrees to a shorter notice period.

70.10. The employee can also seek Company approval to modify their RDO arrangements. This requires joint agreement.

#### **Minimum number of RDOs in the roster**

70.11. The minimum number of rostered days off to be included in a roster is the number of weeks over which the Roster cycles multiplied by two.

#### **Implementation of a new roster**

70.12. The Company will provide employees with as much notice as practicable with a minimum of 14 days prior to any change of roster. The Company will consult with the affected employees before any new roster is implemented.

## **Mutual exchange of shifts**

- 70.13. Employees may exchange rostered shifts of durations from one day to a full rostered week providing there is no extra expense to the Company and occupational health and safety is taken into consideration. Applications for mutual exchanges of rostered shifts can be submitted from up to six months in advance to after the roster is posted. Applications are to be in writing and signed by both parties.

## **71. ROSTERING PRINCIPLES – NON-AGG WAGE EMPLOYEES**

- 71.1. A master and a weekly roster will be developed to ensure adequate coverage of hours and that adequate numbers of employees are available at times necessary to meet business requirements.
- 71.2. Employees will be provided with 14 calendar days' written notice of any changes to the master roster. The Company will consult with the affected employees before any new master roster is implemented.
- 71.3. If employees object to the proposed changes they are to notify the Company in accordance with clause 7.
- 71.4. Relief positions will be allocated on the weekly rosters on an as needed basis to cover vacancies.
- 71.5. Subject to clauses 73.4 and 73.6, employees who are not in relief positions will not have their shifts altered from the master roster without agreement by the affected employee.
- 71.6. Weekly rosters will be posted by 1400 on each Thursday.
- 71.7. Unless agreed by the Company and majority of affected employees, shifts will be rostered as follows:
- 71.7.1. Rostered shifts will not be less than six hours (except in the instances of part-time employment) and not more than 12 hours.
- 71.7.2. Maximum number of hours rostered in any one week are not to exceed 54 hours.
- 71.7.3. Maximum number of hours rostered in any one fortnight are not to exceed 96 hours.
- 71.7.4. Where possible, employees required to be on call will be those employees who work the majority of their Ordinary hours between 0600 and 1800.
- 71.7.5. An employee will be rostered to have a 10 hour break between rostered shifts.
- 71.7.6. Where possible a 12 hour break should be provided between 12 hour shifts.

## **72. ROSTERING PRINCIPLES – AGGREGATE WAGE EMPLOYEES**

- 72.1. A weekly and master roster will be developed to ensure adequate coverage of hours and numbers of employees with the appropriate skills are available at times necessary to meet business requirements.
- 72.2. Unless agreed by the Company and majority of affected employees, shifts will be rostered as follows:
  - 72.2.1. A minimum of 304 Ordinary hours over an 8 week cycle to a maximum of 608 Ordinary hours over a 16 week cycle.
  - 72.2.2. Rostered shifts will not be less than six hours (except in the instances of part-time and casual employees) and not more than 12 hours.
  - 72.2.3. Maximum number of hours rostered in any one week are not to exceed 54 hours.
  - 72.2.4. Maximum number of hours rostered in any one fortnight are not to exceed 96 hours.
- 72.3. Separate master rosters will be developed for each trade at each Maintenance depot. This master roster will be developed to cover the normal work in a Maintenance depot.
- 72.4. Where required a separate master roster will be developed for work programs which are not normally carried out in Maintenance depots, for example, project work or heavy fabrication modifications to wagons.
- 72.5. Where possible employees required to be on call will be those employees who work the majority of their Ordinary hours between 0600 and 1800.
- 72.6. An employee will be rostered to have a 10 hour break between rostered shifts.
- 72.7. Where possible a 12 hour break should be provided between 12 hour shifts.
- 72.8. By agreement time off in lieu (TOIL) may be taken in accordance with clauses 75.23 to 75.25.

### **Master rosters**

- 72.9. The Company will advise and consult with employees on rostering requirements for each master roster.
- 72.10. In developing the master roster the Company will take into consideration the views of employees as well as occupational health and safety.
- 72.11. Changes to the master roster require a minimum of 14 calendar days' written notice and cannot be implemented until a minimum of six weeks has elapsed after the notice period has concluded, unless by agreement.
- 72.12. On a change to the master roster:



72.12.1. the Roster cycle will re-commence once the changed master roster is implemented; and

72.12.2. the timing of the implementation of the changed master roster must coincide with the start of a pay period; and

72.12.3. the variable roster loading will be recalculated and applied in accordance with the roster loadings clause; and

72.12.4. overtime worked during the previous Roster cycle will be reconciled.

### **Weekly rosters**

72.13. The weekly roster will be developed to ensure that occupational health and safety considerations as well as any known work programs and staff availability are accommodated subject to business and operational requirements, and as necessary may alter the workings of the master roster.

72.14. When developing the weekly roster, the Company will discuss any alterations with employees.

72.15. Weekly rosters will be posted by 1400 each Thursday.

## **73. OTHER HOURS OF WORK RELATED MATTERS**

### **Start and finish locations**

73.1. Employees will start and finish work at a location specified by the Company.

73.2. Where the direction to start and/or finish work at a location increases the time ordinarily taken by the employee to travel to and from home such increased travel time must be reasonable.

73.3. An employee required by the Company to travel long distances to perform their duties will, for the time spent travelling, be paid as follows:

- during rostered hours – without loss of Ordinary hours pay; or
- outside of rostered hours – up to eight hours pay at ordinary time; or
- outside of rostered hours on a weekend – up to eight hours pay at ordinary time plus the relevant weekend loading.

### **Starting a shift later**

73.4. When an employee is notified of a later start time to their rostered start time the employee will be paid an allowance in accordance with the following table:

<b>Number of hours' between the time the employee receives the later start time notice and original rostered start time of the shift</b>	<b>Allowance paid (at the Applicable rate for that day)</b>
24 or more hours	No allowance
2 or more hours but less than 24 hours	1 ordinary hour's pay

Less than 2 hours' notice	2 Ordinary hours' pay
---------------------------	-----------------------

73.5. This allowance does not apply to Aggregate wage employees.

### **Starting a shift earlier**

73.6. When an employee is notified of an earlier start time of his or her rostered shift, and the notice is given:

- after the completion of the employee's previous shift, and
- within 24 hours of the required earlier start time,

the following penalty payments will apply:

73.7. All time worked outside of the previously rostered hours will attract overtime penalties in accordance with the overtime clause.

73.8. Any time worked in excess of the original shift length will attract overtime penalties in accordance with the overtime clause.

73.9. This clause does not apply to Aggregate wage employees.

### **Working away from home**

73.10. Employees required to travel for work will not be required to travel more than 12 days in 42 unless otherwise agreed.

73.11. Employees required to stay overnight away from their home location shall be, in the first instance, sought via expression of interest.

73.12. No employee will be directed to travel away without appropriate consideration of the employee's personal circumstances.

## **74. BREAKS**

### **Meal breaks**

74.1. Employees will be entitled to an unpaid meal break of 30 minutes each shift. Where the meal break is taken between 2300 and 0600 hours it will be paid.

74.2. Employees will be allowed a paid meal break of 30 minutes in any shift where the majority of the Ordinary hours of the shift fall between 1615 and 0730.

74.3. Shift workers will be allowed a paid meal break of 30 minutes in each shift, which will be taken at a time that does not impact the continuity of work.

74.4. If an employee has not commenced a meal break after 5.5 hours of work on an ordinary shift, 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.

74.5. The above clause does not apply in the following circumstances:

- employees who, as a result of their work are required to maintain continuity of work; or
- the Company and the majority of affected employees agree that the unpaid meal break will be taken after 5.5 hours of work.

74.6. Where operational requirements are such, and the Company and an employee not otherwise entitled to a paid meal break agree, the rostered Ordinary hours may include a paid meal break of 30 minutes duration. Where such agreement is reached, the penalty payment in clause 74.4 will not apply.

#### **Paid meal break on overtime**

74.7. Where four or more hours are worked after the employee's rostered finishing time, an employee will be entitled to a paid meal break of 20 minutes. Where the Company and the employee agree that the paid meal break will not be taken the employee will be paid an additional 40 minutes at the Base rate of pay.

74.8. Where six or more hours are worked and the time is not continuous with an Ordinary hours shift an employee will be entitled to a paid meal break of 20 minutes. Where the Company and the employee agree that the paid meal break will not be taken the employee will be paid an additional 40 minutes at the Base rate of pay.

#### **Rest breaks**

74.9. Employees are entitled to a paid 20-minute rest break each Ordinary hours shift. Provided there is no adverse impact on the continuity of work an employee may elect to take two paid 10 minute rest breaks.

74.10. Employees working a 12 hour shift will receive an additional 10 minute rest break.

### **75. OVERTIME**

75.1. Overtime is time worked outside an employee's Ordinary hours.

#### **Overtime - general**

75.2. Overtime will only be paid when it has been expressly authorised in advance of the work performed.

75.3. When directed, an employee will work reasonable overtime.

#### **Overtime - payment**

75.4. All overtime is calculated on the employee's Base rate of pay plus any applicable All-purpose allowances.

75.5. Subject to this clause, each time overtime is worked it will be paid at 150% for

the first three hours and 200% thereafter except for:

- Overtime worked on a Saturday after the completion of a rostered Ordinary hours shift which will be paid at 200%.
- Overtime worked on a Sunday will be paid at 200%.

75.6. Shift workers will be paid overtime at 200%.

75.7. Except for Aggregate wage employees, overtime will be calculated on a daily basis.

### **Overtime reconciliation – Aggregate wage employees**

75.8. Any work in addition to an Aggregate wage employee's rostered shifts will contribute towards Ordinary hours in a Roster cycle, such as:

75.9. any work performed if recalled to work overtime after leaving the Company's premises;

75.10. any time during which the employee is released until he or she has had a 10 hour break between shifts;

75.11. meetings;

75.12. travelling time; and

75.13. training.

75.14. Overtime for Aggregate wage employees will be those hours worked in excess of their Ordinary hours in the master roster for the pay period. Overtime will be calculated and paid at the end of each pay fortnight. Such overtime will be paid at 150% x (the Base rate of pay plus aggregate allowance).

### **Employee recalled to work overtime**

75.15. If recalled to work overtime after leaving the Company's premises an employee will be paid for the time actually worked at overtime rates. Where the time worked is less than four hours the employee will be paid ordinary time for the period between the time worked and four hours.

75.16. Payment if recalled to work overtime will begin from the time the employee receives the call as long as the employee attends in a timely manner taking into account their location at the time of the call.

75.17. If recalled to work overtime remotely after leaving the Company's premises an employee will be paid for the time actually worked at overtime rates. Where the time worked is less than two hours the employee will be paid ordinary time for the period between the time worked and two hours.

75.18. Where employees are recalled to perform duties remotely, more than once in any six hour period, each occasion will be aggregated towards the two hour

minimum.

75.19. For Aggregate wage employees, all work performed when recalled to work overtime will have a minimum of four hours credited to cycle time.

75.20. For Aggregate wage employees recalled to perform duties via remote assistance, a minimum of 30 minutes will be credited to cycle time.

### **Cancellation of overtime**

75.21. Where an employee has been directed to work a stand-alone overtime shift and such direction is cancelled with less than 12 hours' notice from the intended start time of the overtime shift, the employee will be paid an allowance equal to one hour at the Applicable rate.

75.22. Where the overtime shift is cancelled with less than two hours' notice from the intended start time of the overtime shift, the employee will be paid an allowance equal to two hours at the Applicable rate.

### **Time off in lieu of overtime payment**

75.23. An employee and the Company may agree for the employee to take time off in lieu of being paid for authorised overtime worked (toil). Hours of overtime worked but which the employee is yet to take as time off constitute the employee's "toil balance". An employee's toil balance must not exceed 12 hours.

75.24. The employee and the Company must agree on the time when the toil is to be taken.

75.25. The employee will be allowed one rostered hour off (without loss of pay) for each hour of toil taken.

75.26. An employee may decide to "reconvert" toil into paid overtime. "Reconverted" toil hours will be paid at overtime rates.

## **76. ANNUAL LEAVE**

### **Accrual of annual leave**

76.1. Shift workers covered by this Schedule are entitled to 5 weeks of annual leave per year. This equates to 190 hours of annual leave entitlements accruing per year of service, which will be deducted in accordance with this clause.

76.2. All other employees covered by this Schedule are entitled to 4 weeks of annual leave per year. This equates to 152 hours of annual leave entitlements accruing per year of service, which will be deducted in accordance with this clause.

76.3. Annual leave accrues progressively during a year of service according to the employee's Ordinary hours of work and accumulates from year to year.

- 76.4. Casual employees do not accrue annual leave.
- 76.5. Employees do not accrue annual leave during periods of unpaid absence unless otherwise provided by legislation.

#### **Taking annual leave**

- 76.6. Annual leave is “taken” where an employee does not work the Ordinary hours for which the employee was rostered because of the approved annual leave.
- 76.7. A period of annual leave commences at the start time of the first shift missed due to the taking of the annual leave and ends at the start time of the first shift worked following the annual leave.
- 76.8. 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.
- 76.9. Subject to agreement between the Company and the employee annual leave may be taken in advance.

#### **Direction to take annual leave**

- 76.10. Where an employee has more than 18 months’ accrual of annual leave and agreement cannot be reached through discussions with the employee the Company may direct the employee to take annual leave.
- 76.11. Where such a direction is made the employee will be given at least 28 days’ notice of the commencement of the annual leave.
- 76.12. An employee and the Company may agree to a shorter notice period.
- 76.13. The Company cannot direct an employee to take annual leave where that direction would result in the employee’s annual leave accruals balance falling below one year’s accrual for that employee.

#### **Payment of annual leave**

- 76.14. For each ordinary hour of annual leave taken, employees will be paid at the employee’s Base rate of pay.
- 76.15. For each ordinary hour of annual leave taken, Aggregate wage employees will be paid at their Base rate of pay plus aggregate allowance.
- 76.16. Each ordinary hour of annual leave taken will be deducted from an employee’s accrual.
- 76.17. Employees will receive an annual leave loading of 17.5% of the Base rate of pay. Employees entitled to 5 weeks of annual leave per year will receive an annual leave loading of 20% of the Base rate of pay. Annual leave loading will not be paid to Aggregate wage employees.

76.18. 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 Public Holidays clause.

#### **Cashing out annual leave**

76.19. At times designated by the Company or in conjunction with a period of annual leave an employee with 12 or more months' service may with the agreement of the Company cash out a portion of their accrued annual leave.

76.20. Each agreement to cash out annual leave must be in writing.

76.21. After cashing out annual leave the employee must have an annual leave accruals balance of no less than one year's accrual for that employee.

76.22. The employee will be paid cashed out annual leave on the same basis as had the annual leave been taken in the usual way.

#### **Illness while on annual leave**

76.23. Employees, who become ill during a period of annual leave, may claim personal leave in lieu of annual leave subject to the following conditions:

- the employee's supervisor is promptly notified of the circumstances during the period of the illness and the approximate duration of the illness; and
- evidence of the illness is supplied, consistent with the evidence requirements of the personal / carer's leave clause.

76.24. If personal leave in lieu of annual leave is approved the hours of annual leave will be re-credited to the employee's annual leave accruals and the equivalent number of hours will be deducted from the employee's personal / carer's leave accruals.

### **77. SHUTDOWN**

77.1. The Company may shut down all or any part of its operation provided it gives employees at least 28 days' notice of the shutdown or such shorter period of notice as agreed between the Company and the employees affected.

77.2. Employees directly affected by the shutdown who have an entitlement to annual leave or long service leave may take all or part of that entitlement during the shutdown period.

77.3. Full-time, part-time and temporary employees who are directly affected by the shutdown and who have not accrued sufficient paid leave may, during the shutdown period, take annual leave in advance. Provided that the Company may withhold from the wages component of the employee's termination pay an amount up to the equivalent of any negative annual leave balance arising from this clause, after receiving the employee's specific authority to make the

deduction.

77.4. The Company is not obliged to pay wages to affected employees who elect not to take annual leave or long service leave during the shutdown. The maximum period of the shutdown is 38 Ordinary hours in any calendar year.

77.5. This shutdown clause is not a stand down clause as described in the Act.

## **78. PUBLIC HOLIDAYS**

### **Applicable public holidays**

78.1. The following public holidays will apply:

- New Year's Day
- Australia Day
- Good Friday
- Easter Saturday
- Easter Sunday
- Easter Monday
- Anzac Day
- Labour Day
- Queen's Birthday
- Christmas Day
- Boxing Day
- Show holidays or district equivalent
- Any such day appointed under the Holidays Act (QLD) 1983 to be observed in addition to or in lieu of any such holiday (i.e. a gazetted public holiday).

### **Substituting public holidays**

78.2. The Company and a majority of affected employees may agree that a public holiday will be observed on a day other than the day specified in the clause above. For the relevant employees this clause will not apply to the public holiday but will apply to the substitute day.

### **Payment for public holidays**

78.3. An employee rostered to work and who is not required to work on a public holiday will be paid at ordinary time for the rostered Ordinary hours the employee would have otherwise worked on the public holiday. For Aggregate



wage employees, the rostered Ordinary hours will be credited to cycle time.

78.4. Casual employees will only be paid for public holidays on which they work.

78.5. An employee who works on a public holiday will be paid:

- at ordinary time for all Ordinary hours rostered for the day; plus
- at 150% of the Base rate of pay for the hours actually worked; plus
- any applicable shift loading or weekend work loading.

78.6. Aggregate wage employees who work on a public holiday will be paid at 200% x (Base rate of pay plus the aggregate allowance) for time actually worked. All Ordinary hours worked on a public holiday will be credited to cycle time.

78.7. Where overtime is worked on a public holiday either as a whole additional shift or as additional hours worked immediately pre or post Ordinary hours, payment will be at double the overtime rate that would be applicable if the day was not a public holiday.

78.8. Where a public holiday falls on a Saturday or Sunday but is observed on a week day, employees who work on the Saturday or Sunday will be paid the Saturday or Sunday loading in accordance with this Agreement. Where employees work on the gazetted public holiday, the employees will be paid in accordance with this clause.

78.9. Employees who are never rostered to work Ordinary hours on a particular day of the week will not be paid for any public holiday that falls on that day; for example:

- employees whose Ordinary hours are always rostered Monday to Friday will not receive payment for Easter Saturday;
- a part-time employee who only works Tuesday to Friday will not be paid for any public holiday that falls on a Monday.

An employee who works overtime on such a day will be paid in accordance with the working overtime on a public holiday clause.

#### **Public holidays on rostered days off**

78.10. When a full-time employee's rostered day off falls on a public holiday and cannot be moved to another day, the employee (including an Aggregate wage employee) will be paid an additional 7.6 hours for that day. Where the employee works overtime or part of a rostered shift on the public holiday the 7.6 hours will be reduced by the number of hours worked.

78.11. The above clause does not apply to any public holiday with more than one appointed day of observance under the Holidays Act (QLD) 1983. Where there is more than one day of observance, the non-traditional day and not the traditional day shall be the only day in which the above clause will apply.

78.12. Where an employee does not ordinarily work Saturdays as part of their Ordinary hours they will not be entitled to payment for Easter Saturday when not worked.

## **79. SHIFT LOADING**

79.1. Employees working on a Saturday, Sunday or working overtime during the below hours will not be paid a shift loading.

79.2. Employees working in a Maintenance depot will be paid a shift loading of 25% of the Base rate of pay for any Ordinary hours worked between 1615 hours and 0730 hours.

79.3. Employees working in Maintenance workshops will be paid a shift loading of 25% of the Base rate of pay for all Ordinary hours in the shift where the majority of the Ordinary hours in a shift fall between 1615 and 0730.

## **80. ALLOWANCES**

### **Allowance Principles**

80.1. Any allowance in this section expressed as a monetary amount (as opposed to a percentage or a multiple of hours) will be increased by:

80.1.1. 2% upon the first anniversary of this Agreement; and

80.1.2. 2% on the second anniversary of this Agreement

80.2. Irrespective of the above, any allowance referred to in an ATO published guideline will not exceed the applicable maximum reasonable allowance contained within the ATO guideline.

80.3. Unless otherwise stated, payment of allowances will be for actual time worked is to the nearest 30 minutes for which the allowance is payable.

### **First aid allowance**

80.4. Employees appointed to perform the duties of first aid officer will be paid \$2.59 per day in addition to their ordinary rates. This allowance will not be paid while employees are on leave.

### **Travel meal allowance – reduced period away from home location**

80.5. An employee rostered to be away from the employee's home location for more than 18 hours and who, without 8 hours' notice (prior to sign on), is subsequently required to return to their home location within 12 hours (from sign on) will be paid a meal allowance of \$15.50.

### **Travel Allowance – Non-Living Away From Home Allowance**

80.6. 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 (as opposed to living away from home) the employee shall be provided with, paid or reimbursed for accommodation, meals and incidentals as follows:

- 80.6.1. Provided with 3 star accommodation where possible; or at the discretion of the Company reimbursed for the cost of such; and
- 80.6.2. Provided with all meals, or at the discretion of the Company paid a meal allowance of:
  - \$18.48 for each breakfast;
  - \$20.05 for each lunch;
  - \$35.41 for each dinner; and
- 80.6.3. Paid an incidental allowance of \$19.70 per night.

#### **Travel Allowance – Living Away From Home Allowance**

- 80.7. 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 living away from home (as opposed to travelling for work) the employee shall be provided with, paid or reimbursed for accommodation, meals and incidentals as follows:
  - 80.7.1. Provided with 3 star accommodation, where possible; or at the discretion of the Company reimbursed for the cost of such; and
  - 80.7.2. Paid a meal allowance of \$171.15 per week, or \$24.45 per day, or \$8.11 for each meal included in a part day. This allowance is to compensate employees for additional meal expenses incurred as a result of living away from home in order to perform their duties; and
  - 80.7.3. Paid a Disadvantage allowance of \$64.76 for each 24-hour period or of \$21.58 for each part of a day away. This allowance is paid as a separate allowance in addition to any meal allowance.

#### **Travel allowance not payable on periods of leave**

- 80.8. The above travel allowances do not apply to any periods of annual, long service leave or other leave.

#### **Higher grade allowance**

- 80.9. Where the Company requires an employee to act in a higher graded role for a period of up to 50% of the Ordinary hours of the shift, the employee will be paid a “higher grade” allowance for each hour worked in the higher graded role.
- 80.10. Where the Company requires an employee to act in a higher graded role for a period exceeding 50% of the Ordinary hours of the shift, the employee will be paid a “higher grade” allowance for all of the hours of the shift.

- 80.11. 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.
- 80.12. The higher grade allowance will be included in the calculation of the payment of overtime, shift loadings, and weekend loadings.
- 80.13. 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.
- 80.14. In relation to positions classified at ET 4 and above, where an employee is acting in such positions in a higher grade capacity, the employee will be paid at the entry level pay point of that position.
- 80.15. Where the acting arrangement in an ET classified position occurs for a full week (i.e. Monday to Sunday), the employee will accrue time towards movement to the next incremental level of the higher classified position.
- 80.16. Where the Company requires an employee to act in a higher graded role for a specified period, the employee will be paid the higher grade allowance for any leave taken within that period.

#### **Electrical licensing allowance**

- 80.17. All employees who are required to hold an electrical licence for the performance of their work will be paid a fortnightly licensing allowance of \$59.10.
- 80.18. This allowance will be paid for all purposes of this Agreement.

#### **Overtime meal allowance**

- 80.19. An employee will be paid an overtime meal allowance of \$15.50 where the employee has worked overtime in the following circumstances:

- An employee is recalled to work after leaving the workplace (without being advised of the recall before leaving the workplace) and works more than two hours, covering a meal period specified in the table below:

	<b>Day work</b>	<b>Night Work</b>
Meal 1	0700-0900	1900- 2100
Meal 2	1200-1400	0000 - 0200
Meal 3	1700-1900	0500 – 0700
<b>NB:</b> Where day work and night work overlap (e.g. between 0500 and 0700 and between 0700 and 0900) only one overtime meal allowance will be paid.		

- An employee works two or more hours overtime that is continuous with the end of a rostered shift;

- An employee, with less than two hours' notice works more than four hours overtime between 1900 and 0700 that is not continuous with a rostered shift;
- An employee is advised after 2200 to sign on before 0600 to work more than four hours of overtime that is not continuous with a rostered shift.

### **On call allowance**

80.20. An employee who after finishing work is required to remain contactable and available at short notice to return to work will be paid an allowance of:

- One hour's pay at the base rate for each period on call commencing between Monday to Friday; or
- Two hours' pay at the Applicable rate for the day for each period on call commencing on a Saturday or Sunday or a public holiday.

80.21. An employee will be paid the "on call" allowance whether or not the employee is recalled to work.

80.22. An employee paid an on call allowance may be required to work on an RDO if called out.

### **Tool allowance**

80.23. Tradespersons required by the Company to provide any of their own tools will be paid a tool allowance of \$27.89 per week or part thereof worked.

### **Wet weather allowance**

80.24. When employees are directed to work in the rain they will be paid an allowance of 100% of the Base rate of pay until such time as the employee finishes work or is able to change into dry clothing or the clothes worn become dry provided this time period is agreed with the relevant supervisor.

80.25. This allowance will not be paid to any employees who are provided with a raincoat.

### **Air support respiratory mask allowance**

80.26. Any employee working in a Maintenance depot who is required to wear protective clothing and an air support / respirator / mask will be paid an allowance of \$1.12 per hour.

80.27. This allowance will not be paid to employees receiving the Maintenance disability allowance.

### **Breakdowns/Derailments**

80.28. Non-Aggregate wage employees working on a Derailment on a line owned by the network provider will, for the first 12 days from when the work commences,

be paid:

- Ordinary rates when loading material or travelling to and from the Derailment between their usual starting and the usual finishing time.
- At the rate of 150% for the first three hours and 200% thereafter, if required to travel to a Derailment on Saturday if the employee does not usually work on Saturdays.
- When loading material or travelling to and from the Derailment between the usual finishing time and usual starting time, 150%.
- When working at the Derailment, 50% penalty, above ordinary or overtime rates, as the case may be.

80.29. Aggregate wage employees performing the above work will, for the first 12 days from when the work commences, be paid an additional 50% of the base and 50% of the aggregate wage above ordinary or overtime rates otherwise applicable.

80.30. Attendance at a Derailment by Aggregate wage employees outside Maintenance depot workings or at Derailments during normal rostered hours will be credited to the work cycle. Actual time associated with outside Maintenance depot workings or Derailment work outside of rostered hours will not be credited to the work cycle.

#### **Rollingstock movement allowance**

80.31. Employees in Maintenance depots will be paid a productivity payment of 6.25% of the Base rate of pay upon being trained to move rollingstock. Employees receiving this payment will be required to move rollingstock within a Maintenance depot as required.

80.32. This allowance will be included for the purpose of overtime calculation.

#### **Travel - meal allowances – working away from home location**

80.33. Employees who:

- are relieving or are temporarily working away from their home location; and
- who return home at the end of the shift; and
- are away from their home location for the entirety of a meal of the below meal periods:

	<b>Day work</b>	<b>Night Work</b>
Meal 1	0700-0900	1900- 2100
Meal 2	1200-1400	0000 - 0200
Meal 3	1700-1900	0500 - 0700

will be paid a meal allowance of \$15.50 for such meal period away from the

home location, except that where the absence is for one shift or less the first meal period absence will not be paid.

## **81. ALL-PURPOSE ALLOWANCES**

### **All-purpose ET allowance**

- 81.1. An all-purpose ET allowance of 7.5% of the base rate will be paid to employees in Maintenance workshops.
- 81.2. An all-purpose ET allowance of 6.5% of the base rate will be paid to employees in Maintenance depots (other than Aggregate wage employees).

### **Maintenance disability allowance**

- 81.3. The following employees will be paid a Maintenance disability allowance for all purposes of this Agreement:
- All employees classified lower than ET 3.3; and
  - Any employees classified ET 4.1 or higher performing maintenance tasks.
- 81.4. This allowance is based on the rolling up of disability allowances in previous enterprise agreements.
- 81.5. This allowance will not be paid to Aggregate wage employees.
- 81.6. For employees in Maintenance depots, the allowance is \$1.65 per hour.
- 81.7. For employees in Maintenance workshops, the allowance is as per the following table:

<b>Classification</b>	<b>Disability allowance</b>	<b>Classification</b>	<b>Disability allowance</b>
AT 1	\$1.93	ET 5.1	\$2.22
AT 2	\$2.15	ET 5.2	\$2.28
ET 1	\$2.12	ET 5.3	\$2.35
ET 2	\$2.35	ET 6.1	\$2.54
ET 3	\$2.49	ET 6.2	\$2.59
ET 4.1	\$1.88	ET 6.3	\$2.65
ET 4.2	\$1.97	ET 6.4	\$2.71
ET 4.3	\$2.09		

## **82. AGGREGATE ALLOWANCE**

- 82.1. Locomotive Maintainers, Wagon Maintainers and Rolling Stock Repairers who work in Maintenance depots will be paid an aggregate allowance.

- 82.2. The aggregate allowance will be paid as a percentage of the Base rate of pay (including any all-purpose allowances) for all Ordinary hours worked, annual leave payments, overtime, for work on public holidays.
- 82.3. The aggregate allowance is paid in lieu of:
- Annual leave loading;
  - Flexible rostering arrangements – removal of payment provisions for shift brought forward, deferred shift and broken shift and inclusion of TOIL opportunities;
  - Removal of payment provisions for attendance to call outs;
  - The rolled up rate in lieu of all disability allowances as contained in the Maintenance Disability Allowance clause of this Agreement;
  - Roster loading for shift and weekend work;
  - Previous job redesign and multi-tasking which resulted in the three classifications – Locomotive Maintainer, Wagon Maintainer and Rollingstock Repairer.
- 82.4. The aggregate allowance consists of the following two components;
- A fixed component; plus
  - A variable roster loading component.

#### **The fixed component of the aggregate allowance**

- 82.5. The following table outlines the amount of the fixed component of the aggregate allowance to be paid to employees. Once calculated, the variable roster loading component must be added to the fixed component.

<b>The Aggregate Allowance – fixed component</b>		
<b>Classification</b>	<b>Locomotive depot</b>	<b>Wagon depot</b>
ET 1	18%	14%
ET 2	20%	14%
ET 3	20%	

#### **The variable roster loading component of the aggregate allowance**

- 82.6. The variable roster loading is to be recalculated each time the master roster is reviewed.
- 82.7. The variable roster loading will continue to be paid when employees are taken out of the roster for short time project work or training as required by the Company.
- 82.8. The variable roster loading is determined by:



- Removing all relief positions and vacancies from the master roster for this calculation;
- Totalling the number of hours in the Roster cycle worked between 1615 hours and 0730 hours (Monday to Friday) multiplied by 0.25; plus
- The number of Ordinary hours in the Roster cycle worked on Saturdays multiplied by 0.5; plus
- The number of Ordinary hours worked in the Roster cycle on Sundays multiplied by 1; and then
- Converting the total of the above calculations to a percentage of the Ordinary hours in the Roster cycle. The calculated roster loading should be rounded to the nearest whole number, with a loading calculated with a decimal at .5 or below being rounded down.

### **83. CLASSIFICATION AND PROGRESSION**

- 83.1. Employees at each level may be required to have the competencies for the level or levels below their level. When required, employees at each level 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 employee's skills, competence and training.
- 83.2. Appointment to a classification level is at the discretion of the Company.
- 83.3. Progression within the classification structure will be determined by the Company based on business requirements.
- 83.4. An employee may dispute their classification level by following the steps in the Disputes procedure.

#### **Non-trade Classifications**

ET	Classification	Description
1	Rollingstock Maintainer I, Locomotive Maintainer I, Wagon Maintainer I	Aurizon will provide job specific training.

## Trade Classifications

ET	Classification	Description
2	Wagon Maintainer II	Mandatory qualification is Cert 3 Engineering (Mechanical) or Cert 3 Engineering (Heavy Fabrication) and allowable descriptors.  Aurizon will provide job specific training as required on wagon maintenance, wagon brakes, reliability examination, Derailment recovery, shunting.
	Mechanical Locomotive Maintainer II	Mandatory qualification is Cert 3 Engineering (Mechanical) and allowable descriptors.  Aurizon will provide job specific training as required on locomotive systems including diesel engines, protection systems, pneumatic systems, shunting and locomotive movement, air conditioning, control systems interfaces.
3	Electrical Locomotive Maintainer II	Mandatory qualification is Cert 3 Engineering (Electrical) and Queensland Electrical Licence.  Aurizon will provide job specific training as required on locomotive systems including diesel engines, protection systems, pneumatic systems, shunting and locomotive movement, air conditioning, control systems interfaces.
Above ET 3	Positions and other tasks outside the range of tasks and responsibilities in the above levels will be evaluated as required.	

## Apprentices (including school-based Apprentices) and Trainees

- 83.5. Apprentices (including school-based Apprentices) and Trainees will be engaged as part of an employment-based training scheme under the *Vocational Education, Training and Employment Act 2000* (Qld).
- 83.6. Apprentices (including school-based Apprentices) and trainees will be paid as per the below tables:

Apprentice (under the age of 21)	Trainee (under the age of 21)	Percentage	Pay Point
1 <sup>st</sup> year		48%	AT 2
2 <sup>nd</sup> year		59%	
3 <sup>rd</sup> year	1 <sup>st</sup> year	75%	
4 <sup>th</sup> year	2 <sup>nd</sup> year	90%	

Adult Apprentice (21 years of age or older)	Adult Trainee (21 years of age or older)	Percentage	Pay Point
Until final year	Until final year	100%	AT 1
Final year	Final Year	90%	AT 2

## 84. WAGES

84.1. The following tables contain the fortnightly base rates of pay for each classification. If requested at a Maintenance depot, Maintenance workshop or other work location the Company will provide wage schedules that include All-purpose payments and/or the weekend penalties etc according to the roster at the Maintenance depot, Maintenance workshop or location.

### Engineering Trades - Aggregate Wage Employee

Previous Classification Level	New Classification Level	Upon Commencement	12 Months from Commencement	24 Months from Commencement
		2%	2%	2%
ET 3.2	ET 3	3118.66	3181.03	3244.65
ET 3.1				
ET 2.4	ET 2	2873.74	2931.21	2989.84
ET 2.3				
ET 2.2				
ET 2.1				
ET 1.5	ET 1	2461.45	2510.68	2560.89
ET 1.4				
ET 1.3				
ET 1.2				
ET 1.1				

84.2. By way of information only, the rates of pay for the classifications above are based on the following pay points in the predecessor enterprise agreement: *Aurizon Construction and Maintenance Enterprise Agreement 2015*:

- Rollingstock Repairer ET 1.5
- Wagon Maintainer ET 2.4
- Locomotive Maintainer ET 3.2

84.3. The rates of pay for the classifications above are inclusive of the 10% Aggregate wage employee All-purpose allowance and 1% team allowance in the *Aurizon Construction and Maintenance Enterprise Agreement 2015*.

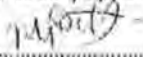
**Engineering Trades – Non-Aggregate Wage Employees (Maintenance Depots and Maintenance Workshops)**

Previous Classification Level	New Classification Level	Upon Commencement	12 Months from Commencement	24 Months from Commencement
		2%	2%	2%
ET 6.4		4,375.67	4,463.18	4,552.44
ET 6.3		4,279.30	4,364.88	4,452.18
ET 6.2		4,184.70	4,268.40	4,353.77
ET 6.1		4,088.78	4,170.56	4,253.97
ET 5.3		3,801.02	3,877.04	3,954.58
ET 5.2		3,691.43	3,765.26	3,840.56
ET 5.1		3,580.67	3,652.28	3,725.33
ET 4.4		3,472.27	3,541.72	3,612.55
ET 4.3		3,363.29	3,430.55	3,499.16
ET 4.2		3,183.65	3,247.33	3,312.27
ET 4.1		3,029.54	3,090.13	3,151.94
ET 3.3	ET 3	2,809.60	2,865.79	2,923.11
ET 3.2				
ET 3.1				
ET 2.4	ET 2	2,588.95	2,640.73	2,693.55
ET 2.3				
ET 2.2				
ET 2.1				
ET 1.5	ET 1	2,217.52	2,261.87	2,307.11
ET 1.4				
ET 1.3				
ET 1.2				
ET 1.1				

**Apprentices, School-based Apprentices and Trainees**

Classification Level	Upon Commencement	12 months	24 months
	2%	2%	2%
AT 2.1	2,260.35	2,305.56	2,351.67
AT 1.1	1,916.64	1,954.97	1,994.07

Signed on behalf of Aurizon Operations Limited  
by its duly appointed representative

  
.....  
Representative Signature

Mitch Patterson, Manager Employee Relations  
Name, Title of Representative

100 Brookes Street  
Fortitude Valley QLD 4006  
Address

Signed on behalf of the Australia Rail, Tram and  
Bus Industry Union of Employees, Queensland  
Branch and by its duly appointed  
representative:

  
.....  
Representative Signature

OWEN DOOGAN  
Name, Title of Representative

457 UPPER EDWARD ST.  
BRISBANE QLD 4000  
Address

Signed on behalf of the Australian Federated  
Union of Locomotive Employees and its duly  
appointed representative:

  
.....  
Representative Signature  
MICHAEL MCKITTRICK  
AFULE STATE SECRETARY  
Name, Title of Representative


41 PELL ST  
SOUTH BRISBANE 4101  
Address

Signed on behalf of the Australian  
Manufacturing Workers' Union and by its duly  
appointed representative:

  
.....  
Representative Signature  
Rohan Webb  
State Secretary AMWU  
Name, Title of Representative

366 Upper Roma Street  
Brisbane Qld 4000  
Address

Signed on behalf of the  
Communications, Electrical, Electronic, Energy,  
Information, Postal, Plumbing and Allied  
Services Union of Australia  
and by its duly appointed representative:

  
.....  
Representative Signature  
Peter Ong - Divisional Branch  
Secretary  
Name, Title of Representative

41 Peel Street  
South Brisbane 4101  
Address  
1/08/19