



# DECISION

*Fair Work Act 2009*

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

**Aurizon Network Pty Ltd**

(AG2019/433)

## AURIZON INFRASTRUCTURE ENTERPRISE AGREEMENT 2019

Rail industry

DEPUTY PRESIDENT LAKE

BRISBANE, 20 MAY 2019

*Application for approval of the Aurizon Infrastructure Enterprise Agreement 2019*

[1] Aurizon Network Pty Ltd has applied for the approval of an enterprise agreement known as the *Aurizon Infrastructure Enterprise Agreement 2019* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by *Aurizon Network Pty Ltd* (The Employer). It is a single enterprise agreement.

[2] The Agreement is proposed to cover and apply to Aurizon Operations Limited, Aurizon Network Pty Ltd and any employees of those companies working in a classification in the Agreement in Queensland; undertaking infrastructure maintenance, construction or renewal work; or undertaking electrical control work; or employed in a trade or Rail Infrastructure Worker position in Aurizon's Rail Services Division.

[3] With the exception of Rail Infrastructure Inspectors, the Agreement does not cover any employee who is engaged in a position classified higher than Engineering Trades Level 3.4, Civil Infrastructure 3.5 / Rail Infrastructure Worker Level 4 where the company has determined that a trade qualification is not a mandatory requirement for this position.

[4] The copy of the Agreement filed with the Fair Work Commission (FWC) was unsigned contrary to regulation 2.06A(2) of the *Fair Work Act Regulations 2009* (FW Regs).

[5] I am minded to exercise my discretion under s.586(a) of the Act to allow the Applicant to correct the Application by substituting the Agreement originally filed with the Application with a signed version of the Agreement.

[6] In taking this view I have considered the decision of *Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia & Anor v Sustaining Works Limited*<sup>1</sup> whereby the Full Bench of the FWC considered the power

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<sup>1</sup> [2015] FWCFB 4422.

of the Commission to exercise its discretion under s.586(a) of the Act specifically in relation to allowing a correction of a non-signed or incorrectly signed agreement.

[7] Unlike in that decision the “signature issue” was put before the Commission prior to the approval of the Agreement. Therefore I have before me an application made in accordance with s.185 of the Act and am therefore capable of exercising my discretion under s.586(a) of the Act to allow a correction.

[8] This has been already undertaken by the Applicant.

[9] It follows that I am thus capable of approving the Agreement in accordance with s.186(1) of the Act.

[10] The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, known as the Australian Manufacturing Workers’ Union, the Australian Rail, Tram and Bus Industry Union of Employees, the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, 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), I note that the Agreement covers these organisations.

[11] The Employer has provided written undertakings which are annexed to the Agreement. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[12] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[13] The Agreement is approved and, in accordance s.54 of the Act, will operate from 27 May 2019. The nominal expiry date of the Agreement is 27 May 2023.



DEPUTY PRESIDENT

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

# AURIZON INFRASTRUCTURE ENTERPRISE AGREEMENT 2019



Revised 24 January 2019

Version 3.0

## TABLE OF CONTENTS

1.	TITLE	4
2.	COMMENCEMENT	4
3.	COVERAGE	4
4.	RELATIONSHIP WITH AWARDS AND OTHER ENTERPRISE AGREEMENTS	4
5.	DEFINITIONS AND INTERPRETATION	4
6.	CONSULTATION REGARDING MAJOR WORKPLACE CHANGE	7
7.	DISPUTE RESOLUTION	8
8.	TYPES OF EMPLOYMENT	10
9.	INDIVIDUAL FLEXIBILITY AGREEMENTS	11
10.	TERMINATION OF EMPLOYMENT	12
11.	REDUNDANCY	13
12.	ORDINARY HOURS OF WORK	15
13.	ROSTERS	16
14.	OTHER HOURS OF WORK RELATED MATTERS	20
15.	BREAKS	21
16.	OVERTIME	22
17.	SHIFT LOADING	24
18.	PAYMENT OF WAGES	24
19.	ANNUAL LEAVE	24
20.	LONG SERVICE LEAVE	26
21.	SHUTDOWN	28
22.	PUBLIC HOLIDAYS	28
23.	ABORIGINAL AND TORRES STRAIT ISLANDER CULTURAL LEAVE	30
24.	PERSONAL / CARER'S LEAVE	30
25.	COMPASSIONATE LEAVE	32
26.	COMMUNITY SERVICE LEAVE	32
27.	DOMESTIC AND FAMILY VIOLENCE LEAVE	33
28.	BLOOD DONOR LEAVE	33
29.	LEAVE WITHOUT PAY	33
30.	MILITARY LEAVE	33
31.	NATURAL DISASTER LEAVE	34
32.	PARENTAL LEAVE	34
33.	DRUG AND ALCOHOL TESTING	40
34.	EMPLOYEES TO COMPLY WITH REASONABLE DIRECTION	41
35.	CREDIT FOR SERVICE	41
36.	UNION MATTERS	41
37.	SUPERANNUATION	43
38.	RECOVERY OF OVERPAYMENT	44
39.	ALLOWANCES	44

<b>40.</b>	<b>ALL-PURPOSE ALLOWANCES</b>	<b>50</b>
<b>41.</b>	<b>MECHANISED PRODUCTION – DIESEL TRACTION AND SHUNTING PAYMENT</b>	<b>51</b>
<b>42.</b>	<b>CLASSIFICATION AND PROGRESSION</b>	<b>51</b>
<b>43.</b>	<b>WAGES SCHEDULES</b>	<b>62</b>

## 1. TITLE

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

## 2. COMMENCEMENT

- 2.1. This Agreement will commence to operate on the Commencement Date. The nominal expiry date of this Agreement is the fourth anniversary of the day on which this Agreement is approved by the Fair Work Commission.

## 3. COVERAGE

- 3.1. This Agreement covers and applies to Aurizon Operations Limited, Aurizon Network Pty Ltd and any employees of those Companies working in a classification in this Agreement in Queensland:
- a. undertaking infrastructure maintenance, construction or renewal work; or
  - b. undertaking electrical control work; or
  - c. employed in a trade or Rail Infrastructure Worker position in Aurizon's Rail Services Division;
  - d. with the exception of Rail Infrastructure Inspectors, this Agreement does not cover any employee who is engaged in a position classified higher than Engineering Trades Level 3.4, Civil Infrastructure Level 3.5 / Rail Infrastructure Worker Level 4 where the Company has determined that a trade qualification is not a mandatory requirement of the position.

## 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 Enterprise Agreement in its entirety.

## 5. DEFINITIONS AND INTERPRETATION

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

Term	Meaning
Act	Means the <i>Fair Work Act 2009</i> .
Agreement	Means this enterprise agreement which is titled the Aurizon Infrastructure Enterprise Agreement 2019.
All-purpose allowance	Means an allowance set out in clause 40 of this Agreement which is stated as an "all-purpose" allowance and is paid for all purposes of this Agreement.
"Aurizon" or "the Company"	Means Aurizon Operations Limited or Aurizon Network Pty Ltd.
Average hours	Means the ordinary hours averaged over the number of weeks in the employee's roster cycle.
Base rate of pay	Has the same meaning as provided in the Act.

Civil Maintenance employee	Means an employee working in any team or unit responsible for maintaining the permanent way and ancillary structures and does not include employees engaged in the maintenance of trackside systems.
Commencement Date	Means the date which is seven days after this Agreement is approved by the FWC.
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.
ECO	Means an employee who is engaged as an Electrical Control Operator.
FWC	Means the Fair Work Commission.
Household member	Means a person (e.g. an aunt, cousin or close friend) who lives with the employee. This usually applies to people who live with the employee and have a long-standing and significant relationship with the employee.
Immediate family	Means: <ul style="list-style-type: none"> <li>▪ an employee's spouse (including de facto spouse, former spouse or 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> In the case of compassionate leave for a bereavement only, 'immediate family' also includes an employee's step-parent, step-sibling or half-sibling.
Infrastructure Projects employee	Means an employee other than a Trackside Systems employee working in any team or unit responsible for: <ul style="list-style-type: none"> <li>▪ infrastructure construction;</li> <li>▪ infrastructure renewal; or</li> <li>▪ providing protection of the interface between the rail corridor operations and adjoining trackside activities; or</li> </ul> working in a mechanised service team or rail weld facility.
NES	Means the National Employment Standards in the Act.
Ordinary hours	Means the minimum number of hours an employee must work on average each week. Ordinary hours do not include overtime.
Ownership interest	Means the ownership, rental or licencing of a place of residence. Ownership interest is not maintained when a property is let or sublet to another party.
Primary caregiver	Means a person who assumes the principal role of providing care and attention to a child.

Pro rata	In the context of part-time employment means the proportion the part-time employee's average weekly ordinary hours bear to 38 ordinary hours per week.
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. All employees have a roster cycle. For example: an employee who is rostered to work Monday to Friday day shift only every week has a roster cycle of one week. An employee who works nine days in each fortnight, Monday to Friday day shift only has a roster cycle of two weeks.
Rostered day(s) off (RDO)	<ul style="list-style-type: none"> <li>• A Single RDO is a 36hr period between rostered shifts, which encompasses a midnight to midnight period, which the Company has designated as an RDO.</li> <li>• A Multiple RDO is a 36hr period followed by no less than one 24hr period between rostered shifts, which the Company has designated as a multiple RDO.</li> </ul>
Shift worker	<ul style="list-style-type: none"> <li>• A shift worker is an employee who is regularly rostered to work ordinary hours on each of the seven days a week, including public holidays.</li> <li>• The threshold to be applied in determining whether someone is regularly rostered seven days a week is that the employee's roster includes: <ul style="list-style-type: none"> <li>○ Ordinary hours rostered on at least 26 Sundays each year; and</li> <li>○ Ordinary hours rostered on at least 1 public holiday each year.</li> </ul> </li> <li>• Or any employee deemed a shift worker by the Company.</li> </ul> <p>Trackside Systems employee will not be deemed a shift worker regardless of the roster they work.</p>
Stand-alone overtime	Means overtime that is not continuous with the start or end of a rostered shift.
Third party tender	Means work performed by way of successful tender bid to another company or joint venture, consortium or alliance and includes work tendered for as part of a joint venture, consortium or alliance.
Trackside Systems employee	Means an engineering trades employee (other than a ECO) whose primary role is carrying out the duties and responsibilities of construction, maintenance and repair of telecommunications, traction and signalling equipment



## **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:

- a. production,
- b. program,
- c. organisation,
- d. structure,
- e. technology, or
- f. 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.

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 must recognise the representative.

6.4. A major change is likely to have a "significant effect" if it results in 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 potentially affected employees 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 and genuine 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 subclause 6.1.

6.7. For the purposes of such discussion, the Company must provide in writing to the potentially affected employees 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 or

commercially sensitive 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:
  - a. discuss with the relevant employees the introduction of the change; and
  - b. for the purposes of the discussion, provide to the relevant employees:
    - i. all relevant information about the change, including the nature of the change; and
    - ii. information about what the Company reasonably believes will be the effects of the change on the employees; and
    - iii. information about any other matters that the Company reasonably believes are likely to affect the employees; and
  - c. 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. However, 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 subclauses 6.8 to 6.13, "relevant employees" mean the employees who may be affected by a change referred to in subclause 6.8.

## **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:
  - a. **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 either party may refer it to the next step. Such a

referral must be made within 48 hours following these discussions;

- b. **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 either party may refer it to the next step. Such a referral must be made within 48 following these discussions.
- c. **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 timeframes in Step 1 and Step 2:

- a. commence from the next full hour after the dispute is raised or referred;
- b. does not include Saturdays, Sundays or Public Holidays; and
- c. where a 48-hour period falls into a weekend, will be paused between 5pm Friday and recommence from 8am Monday; and
- d. where a 48-hour period falls into a Public Holiday, will be paused between 5pm the day before the Public Holiday and will recommence from 8am on the next working day.

7.3. The Company or employee/s may appoint another person, organisation or association to accompany and/or represent them during the steps contained in this procedure.

7.4. 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.

7.5. Where the timeframes have been met and:

- a. 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
- b. 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.

7.6. 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.

7.7. In this clause:

- a. **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.
- b. **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.

## **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:

- a. is engaged to work an average of fewer than 38 ordinary hours per week; and
- b. 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 excess hours will be paid at ordinary time (and will be included in the calculation of leave accruals) provided that where the average weekly hours worked in a roster cycle exceed 38, such overtime hours will be paid at the appropriate overtime rate (and will not be included in the calculation 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.

## **9. INDIVIDUAL FLEXIBILITY AGREEMENTS**

- 9.1. Notwithstanding any other provision of this Agreement, the Company and an individual employee may agree to vary certain terms of this Agreement to meet the genuine individual needs of the Company and the individual employee.
- 9.2. The Individual Flexibility Agreement (IFA) must:
- a. be about matters that would be permitted matters if the arrangement was an enterprise agreement;
  - b. not include a term that would be an unlawful term if the agreement was an enterprise agreement; and
  - c. be genuinely agreed to by the Company and the employee.
- 9.3. The Company must ensure that the IFA results in the employee being better off overall than if the IFA had not been agreed.
- 9.4. The Company must ensure that the IFA is in writing and signed:
- a. by the employee and the Company; and
  - b. if the employee is under 18 years of age, by a parent or guardian of the employee.
- 9.5. The Company will ensure that a copy of the IFA is given to the employee within 14 days of the arrangement being agreed.
- 9.6. Any IFA may be terminated:
- a. on 28 days written notice given by the Company or the employee; or
  - b. by the employee and the Company, at any time, if they agree in writing to the termination.
- 9.7. An IFA can be reached between the Company and an individual employee in relation to any clause of this Agreement except for clauses 1, 2, 3, 4, 5 and this clause 9.

## **10. TERMINATION OF EMPLOYMENT**

### **Notice by the Company**

- 10.1. The Company may provide an employee with notice of termination of employment for reasons including but not limited to unsatisfactory performance, unacceptable conduct or redundancy.
- 10.2. Notice of termination is as provided for in the NES.
- 10.3. The minimum period of notice that must be given by the Company is below:

<b>Employee's period of continuous service with the Company 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

- 10.4. The period of notice will increase by one week if the employee is over 45 years old and has completed at least two years of continuous service with the Company at the end of the day the notice is given.

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

- 10.5. Unless agreed otherwise by the Company and an employee, the notice of termination required to be given by an employee is two weeks.
- 10.6. If an employee fails to work the required or agreed notice, the Company may withhold from any monies due to the employee on termination, the wages equivalent to the notice not worked.

### **Job search entitlement**

- 10.7. Where the Company has given notice of termination to an employee (for reasons other than performance or 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.

### **Abandonment of employment**

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

### **Payment on termination**

- 10.10. Except where otherwise required by law or this Agreement upon termination

employees will be paid:

- a. for time worked (up to the time of termination); and
- b. any payment in lieu of notice; and
- c. any untaken annual leave (including loading); and
- d. any untaken long service leave.

## **11. REDUNDANCY**

- 11.1. 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**

- 11.2. For the purpose of this clause a suitable alternative position includes, but is not limited to, the following:
- a. 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
  - b. which attracts the same or no less favourable terms and conditions of employment overall and:
    - i. is a position elsewhere within the Company; or
    - ii. is a position with another related entity to the Company; or
    - iii. is a position with an unrelated entity.

### **Minimising / avoiding involuntary redundancy**

- 11.3. The Company shall implement reasonable retraining, transfer, redeployment, and voluntary relocation, in order to minimise / avoid involuntary redundancies.
- 11.4. An employee shall not unreasonably refuse retraining, transfer and/or redeployment where these things form part of the Company's redundancy mitigation program.
- 11.5. The Company shall pay a relocation incentive payment when:
- a. an employee's position is identified as no longer required; and
  - b. the employee is offered and accepts a position in another Aurizon location which requires the employee to relocate.
- 11.6. 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).

- 11.7. 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.
- 11.8. 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.
- 11.9. Expressions of interest for Voluntary Redundancy may be sought by the Company from the commencement of consultation.

#### **No forced relocation**

- 11.10. An employee will not be forced to relocate from their home location to an alternate home location.
- 11.11. For the purposes of subclause 11.10, "relocation" occurs when the move to the new location would reasonably require the employee to change their place of residence.

#### **Redundancy pay for existing employees**

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

#### **Redundancy pay for new employees**

- 11.13. Employees who commenced employment with the Company after the Commencement Date and who subsequently have their employment terminated by reason of redundancy will be paid redundancy pay calculated as follows:
  - a. For employees with less than one year of service – nil.
  - b. For employees with at least one but less than two years of service – 4 weeks' pay at the base rate of pay.



- c. For employees with two years of service or more – 3 weeks' pay at the base rate of pay for each completed year of service.
- d. The maximum payment for redundancy pay is 52 weeks at the base rate of pay.

### **Pro-rata service**

11.14. An employee with:

- a. one or more periods of part-time employment; and/or
- b. 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 redundancy payment will be similarly pro-rated.

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

11.15. 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.

## **12. ORDINARY HOURS OF WORK**

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

### **Maximum shift length**

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

- a. ordinary hours; or
- b. overtime hours; or
- c. a combination of ordinary and overtime hours.

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

### **Minimum shift lengths**

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

- a. the shift is a stand-alone overtime shift (in which case the minimum shift length will be in accordance with subclauses 16.8 to 16.11); or
- b. the employee is casual or part-time (in which case the minimum shift length will be in accordance with subclauses 16.8 to 16.11); or

- c. 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**

- 12.5. 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.
- 12.6. In addition to the base rate of pay an employee will be paid a 100% loading for ordinary hours worked on a Sunday.

### **13. ROSTERS**

- 13.1. The Company will not implement a roster which cycles over more than 52 weeks unless agreed between the Company and the majority of affected employees.
- 13.2. Subject to this Agreement, the Company will determine and include in the employee's roster the following:
  - a. the shift start times; and
  - b. the length of the shift to be worked; and may also include
  - c. the time of taking meal break/s.
- 13.3. Rosters may include reasonable overtime.

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

- 13.4. 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**

- 13.5. Employees will be rostered, where possible, a 12 hour break between shifts. The minimum break between successive shifts is 10 hours.
- 13.6. 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.
- 13.7. If an employee's next ordinary shift follows:
  - a. two consecutive RDOs; or
  - b. 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)**

- 13.8. Wherever practical the Company will avoid rostering RDOs as single days.
- 13.9. 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. This subclause shall not apply to employees working annual shift count arrangements.
- 13.10. The employee can also seek Company approval to modify their RDO arrangements. This requires joint agreement.

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

- 13.11. 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**

- 13.12. 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**

- 13.13. 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.

### **Block Working – Migratory employees not required to work annual shift count arrangements**

- 13.14. The following clauses 13.15 to 13.20 apply to employees in a migratory gang who are not required to work annual shift count arrangements.
- 13.15. These block working provisions are subject to operational requirements such as weather events, scheduled network closures including single line closures, derailments and third party tender requirements.
- 13.16. Employees in migratory gangs will not, unless agreed otherwise by a majority of affected employees, be rostered in each calendar fortnight away:
  - a. More than 12 ordinary hours shifts; or
  - b. Breaks between shifts of longer than 30 hours.
- 13.17. Employees who are required to work two calendar weekends away from their home location in their block roster will not be required to work more than one calendar weekend away in the next rostered block.
- 13.18. Employees will be notified prior to the end of their current roster block of changes

to their next rostered block. For example, changing from an 8 on/6 off to a 10 on/4 off roster.

- 13.19. The above block working provisions will not apply wherever an employee is required to work a '3 week on, 1 week off' roster.
- 13.20. An employee will not be required to work a '3 week on, 1 week off' roster more than three times in a calendar year, unless by agreement.

### **Annual Shift Count Arrangements**

- 13.21. Subject to the following subclauses the Company may implement annual shift count rosters for migratory gangs.
- 13.22. An employee working under an annual shift count arrangement will be required to work:

- a. 1976 ordinary hours and a nominated number of additional hours;
- b. over a nominated number of shifts,

In each 12 month period.

- 13.23. The Company will nominate the number of shifts and the number of additional hours prior to the start of each 12 month period.
- 13.24. Unless subclause 13.25 applies, each 12 month period will run from July 1 to June 30.
- 13.25. If an employee commences working an annual shift count arrangement after 1 July of a particular year:
  - a. references to "12 month period" in subclauses 13.21 to 13.38 of this Agreement will be taken to refer to the period between the date the employee commenced working the annual shift count arrangement and the next 30 June, and the applicable nominated number of shifts and nominated number of additional hours will apply on a pro-rata basis;
  - b. on the subsequent 1 July, subclauses 13.21 to 13.38 will apply with no further adjustment.
- 13.26. The rostered hours of work may be amended by the Company during the 12 month period. Where that occurs, the nominated number of shifts and the nominated number of additional hours to be worked in that 12 month period will remain unchanged. For example:
  - a. At 1 July an employee commenced an annual shift count arrangement comprising 1976 ordinary hours and 220 additional hours to be worked over 208 shifts in the 12 month period to June 30.
  - b. 6 months later the Company changes the employee's hours of work from an '8 days on, 6 days off' roster pattern to a '10 days on, 4 days off' roster pattern.

- c. Notwithstanding the changed roster pattern, the employee is still required to work 1976 ordinary hours and 220 additional hours over 208 shifts.
- 13.27. Employees working under an annual shift count arrangement will be paid a total annual base salary.
  - 13.28. By agreement between the employee and the Company, an employee may work shifts in excess of the applicable nominated number of shifts in each 12 month period.
  - 13.29. Employees may be required to work reasonable additional hours in excess of the nominated number of additional hours in a 12 month period.
  - 13.30. Rostered shift lengths will be a minimum of 6 hours to a maximum of 12 hours.
  - 13.31. Every shift worked or taken as paid leave will count towards the nominated number of shifts.
  - 13.32. Unless an employee agrees otherwise, the maximum number of consecutive shifts an employee will be required to work without an RDO is 12.
  - 13.33. Employees will be notified prior to the end of their current roster block of changes to their next roster block. For example, if the Company intends to change an employee's roster from an '8 days on, 6 days off' roster pattern to a '10 days on, 4 days off' roster pattern, the employee must be notified prior to the end of the eighth day of work.
  - 13.34. Where the Company wishes to change a roster block currently being worked, at least 66% of affected employees must agree to the change prior to implementation.

### **Payments for Annual Shift Count Arrangements**

- 13.35. Upon an annual shift count arrangement commencing to apply to an employee/s, the employee/s will have their accrued annual leave loading paid out as a one-off payment.
- 13.36. Employees on an annual shift count arrangement will be paid a total annual base salary, which includes compensation for:
  - a. 1976 ordinary hours;
  - b. 11.5% APA and the daily migratory gang allowance;
  - c. Overtime penalties for the nominated additional hours;
  - d. Applicable weekend loadings;
  - e. Applicable shift loadings;
  - f. Payments for working public holidays;
  - g. 20% annual leave loading; and
  - h. Leading hand allowance where applicable.

13.37. Employees on an annual shift count arrangements are not eligible for any separate payment of the entitlements set out in subclause 13.36 of this Agreement.

13.38. Employees will be paid for;

- a. shifts worked in excess of the nominated number of shifts for the 12 month period; or
- b. hours worked in excess of the nominated number of additional hours for the 12 month period;

the employee will be entitled to receive a lump sum payment for all additional hours worked in that 12 month period paid at the annual base salary hourly rate. This additional payment will be paid to the employee in July immediately following the 12 month period.

### **Nominated Additional Hours and Shift Count**

13.39. For Mechanised Production Resurfacing employees;

- a. The nominated additional hours are 2196 hours; and
- b. The nominated number of shifts is 208 shifts;

In each 12 month period.

13.40. For Mechanised Production Ballast Cleaning Production Operations employees and Plant Performance and Reliability employees:

- a. The nominated additional hours are 2211 hours; and
- b. The nominated number of shifts is 208 shifts;

In each 12 month period.

13.41. For Infrastructure Delivery Track Construction employees:

- a. The nominated additional hours are 2204 hours; and
- b. The nominated number of shifts will be 234 shifts;

In each 12 month period.

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

### **Start and finish locations**

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

14.2. 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.

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

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

### **Starting a shift later**

- 14.4. 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 rate of pay applicable 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

### **Starting a shift earlier**

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

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

the following penalty payments will apply:

- 14.6. All time worked outside of the previously rostered hours will attract overtime penalties in accordance with the overtime clause.
- 14.7. Any time worked in excess of the original shift length will attract overtime penalties in accordance with the overtime clause.

## **15. BREAKS**

### **Meal breaks**

- 15.1. 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.
- 15.2. 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.
- 15.3. The above subclause does not apply in the following circumstances:
- a. employees who, as a result of their work are required to maintain continuity of work;

- b. the 30-minute meal break is paid; or
  - c. the Company and the majority of affected employees agree that the unpaid meal break will be taken after 5.5 hours of work.
- 15.4. 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 for not having commenced the break after 5.5 hours of work will not apply.

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

- 15.5. 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.
- 15.6. 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**

- 15.7. 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; provided that employees working a 12 hour shift will receive an additional 10 minute rest break.

### **16. OVERTIME**

- 16.1. Overtime is time worked outside an employee's ordinary hours.

#### **Overtime - general**

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

#### **Overtime - payment**

- 16.4. All overtime is calculated on the employee's base rate of pay plus any applicable all-purpose allowances and higher grade allowance.
- 16.5. 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:
  - a. Overtime worked on a Saturday after the completion of a rostered ordinary hours shift which will be paid at 200%.



b. Overtime worked on a Sunday will be paid at 200%.

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

16.7. Trackside Systems employees will be paid overtime for all work performed between 1800 and 0600 Monday to Friday.

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

16.8. 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 four hours the employee will be paid ordinary time for the period between the time worked and four hours.

16.9. 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 two hours the employee will be paid ordinary time for the period between the time worked and two hours.

16.10. 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.

16.11. 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.

### **Cancellation of overtime**

16.12. 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 of the base rate of pay applicable to the day.

16.13. 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 of the base rate of pay applicable to the day.

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

16.14. 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.

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

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

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

## **17. SHIFT LOADING**

- 17.1. Subject to subclauses 17.2 to 17.3, an employee will be paid a shift loading for any ordinary hours worked between 1800 hours and 0600 hours in accordance with the following table:

<b>From Commencement Date</b>	25% of the base rate of pay
<b>From the first anniversary of the Commencement Date</b>	20% of the base rate of pay
<b>From the second anniversary of the Commencement Date</b>	20% of the base rate of pay
<b>From the third anniversary of the Commencement Date</b>	20% of the base rate of pay

- 17.2. An ECO will be paid a shift loading for any ordinary hours worked between 1615 hours and 0730 hours in accordance with the above table.
- 17.3. Employees working on a Saturday, Sunday or working overtime during the above hours will not be paid a shift loading.

## **18. PAYMENT OF WAGES**

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

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

### **Pay averaging**

- 18.2. The Company may implement pay averaging for a full-time employee to 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 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**

- 18.3. 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.

## **19. ANNUAL LEAVE**

### **Accrual of annual leave**

- 19.1. A shift worker will accrue 5 weeks of annual leave per year.
- 19.2. All other employees will accrue 4 weeks of annual leave per year.
- 19.3. Annual leave accrues progressively during a year and accumulates from year to year.
- 19.4. Casual employees do not accrue annual leave.

- 19.5. Employees do not accrue annual leave during periods of unpaid absence unless the Act provides otherwise.

### **Taking annual leave**

- 19.6. 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.
- 19.7. 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.
- 19.8. 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.
- 19.9. Subject to agreement between the Company and the employee annual leave may be taken in advance.

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

- 19.10. 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.
- 19.11. Where such a direction is made the employee will be given at least 28 days’ notice of the commencement of the annual leave.
- 19.12. An employee and the Company may agree to a shorter notice period.
- 19.13. 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**

- 19.14. For each ordinary hour of annual leave taken, employees will be paid at the employee’s base rate of pay.
- 19.15. Each ordinary hour of annual leave taken will be deducted from an employee’s accrual.
- 19.16. 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.
- 19.17. 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**

- 19.18. An employee with 12 or more months' service may with the agreement of the Company cash out a portion of their accrued annual leave.
- 19.19. Each agreement to cash out annual leave must be in writing.
- 19.20. 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.
- 19.21. The employee will be paid cashed out annual leave on the same basis as had the annual leave been taken in the usual way.

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

- 19.22. Employees, who become ill during a period of annual leave, may claim personal leave in lieu of annual leave subject to the following conditions:
  - a. the employee's supervisor is promptly notified of the circumstances during the period of the illness and the approximate duration of the illness; and
  - b. evidence of the illness is supplied, consistent with the evidence requirements of the personal / carer's leave clause.
- 19.23. 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. Deductions from the employee's wages will be made to recover the relevant amount of leave loading (where applicable).

## **20. LONG SERVICE LEAVE**

### **Accrual of long service leave**

- 20.1. Employees accrue 345.8 hours of long service leave on completion of seven years' continuous service.
- 20.2. For any continuous service beyond seven years, employees will accrue long service leave at the rate of 49.4 hours per year.
- 20.3. Employees will not accrue long service leave during any period of unpaid absence.
- 20.4. For casual employees service remains continuous provided the casual employee is re-engaged on a casual or other (e.g. temporary or permanent) basis within three calendar months of the date of the termination of employment.
- 20.5. The entitlement to long service leave for casual employees is determined by the following:
  - a. Upon seven years' continuous service, the employee's total aggregated hours divided by 13832 (i.e. 7 years x 52 weeks per year x the number of ordinary hours per week) multiplied by 345.8 (i.e. full-time hours of long service leave);

- b. After seven years' service, the rate of the employee's annual total aggregated hours in the preceding 12 months divided by 1976 hours multiplied by 49.4 hours.
- c. A casual employee may only access their accrued long service upon seven years of continuous service.

### **Taking long service leave**

- 20.6. 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.
- 20.7. 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.
- 20.8. 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.
- 20.9. 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 three months' notice of the commencement of the long service leave; and
  - a. the employee has not been refused a requested period of long service leave greater than one week in the previous 12 months; or
  - b. the employee has not provided notice of intention to retire or resign as at any time in the following 12 months; and
  - c. the direction to take leave would not result in the employee having a long service leave balance below 170 hours.

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

- 20.10. Employees will be paid for each ordinary hour of long service leave at the base rate of pay.
- 20.11. Each ordinary hour of long service leave taken will be deducted from an employee's accrual.
- 20.12. 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.

### **Illness while on long service leave**

- 20.13. Employees on long service leave who become ill during the period of long service leave, may claim personal / carer's leave instead of long service leave subject to the following conditions:
  - a. The employee's supervisor is promptly notified of the circumstances during the period of the illness and the approximate duration of the illness;

- b. The period of illness exceeds five working days;
- c. Evidence of illness is supplied.

20.14. If personal / carer's leave in lieu of long service leave is approved by the delegated manager, the employee's long service leave balance will be adjusted accordingly.

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

20.15. Employees with seven or more years of service may apply to cash out a portion of their accrued long service leave under the following conditions:

- a. the application will be in writing;
- b. employees must have at least 170 hours of long service leave remaining after they have cashed out a portion of their long service leave.

## **21. SHUTDOWN**

21.1. 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.

21.2. 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.

21.3. 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.

21.4. 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 up to a maximum of 76 ordinary hours in any calendar year. For ECOs and Trackside Systems employees who are not in migratory gangs, the maximum period of the shutdown is 38 ordinary hours in any calendar year.

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

## **22. PUBLIC HOLIDAYS**

### **Applicable public holidays**

22.1. The following public holidays will apply:

- a. New Year's Day
- b. Australia Day
- c. Good Friday
- d. Easter Saturday
- e. Easter Sunday

- f. Easter Monday
- g. Anzac Day
- h. Labour Day
- i. Queen's Birthday
- j. Christmas Day
- k. Boxing Day
- l. Show holidays or district equivalent
- m. 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**

- 22.2. 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 sub 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**

- 22.3. 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.
- 22.4. Casual employees will only be paid for public holidays on which they work.
- 22.5. An employee who works on a public holiday will be paid:
- a. at ordinary time for all ordinary hours rostered for the day; plus
  - b. at 150% of the base rate of pay for the hours actually worked; plus
  - c. any applicable shift loading or weekend work loading.
- 22.6. 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:
- a. employees whose ordinary hours are always rostered Monday to Friday will not receive payment for Easter Saturday;
  - b. a part-time employee who only works Tuesday to Friday will not be paid for any public holiday that falls on a Monday.
  - c. An employee who works overtime on such a day will be paid in accordance with the working overtime on a public holiday subclause.
- 22.7. 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.

- 22.8. 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.

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

- 22.9. Employee's will receive no additional payments when a rostered day off falls on a public holiday.
- 22.10. An employee will not be required to work stand-alone overtime on an RDO unless the employee agrees.

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

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

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

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

- 24.1. Employees (except casuals) accrue personal / carer's leave at the rate of 10 days per year.
- 24.2. An employee's entitlement to paid personal / carer's leave accrues progressively during the year and accumulates from year to year.
- 24.3. Employees do not accrue personal / carer's leave during any period of unpaid absence unless the Act provides otherwise. 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**

- 24.4. An employee may take paid personal / carer's leave if the leave is taken:
- a. because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
  - b. 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.
- 24.5. Hours of personal / carer's leave taken by an employee will be deducted from the employee's accruals.



24.6. Unused personal / carer's leave will not be paid out upon termination of employment.

### **Notice of absence**

24.7. 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).

24.8. The notice must include the period or expected period of the absence.

24.9. The above two subclauses 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**

24.10. An employee is entitled to two shifts 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**

24.11. 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.

24.12. An employee may take unpaid carer's leave as:

a. a single continuous period that includes no more than two rostered shifts;  
or

b. any separate periods to which the employee and the Company agree.

24.13. An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal / carer's leave.

24.14. Casual employees may apply for unpaid carer's leave.

### **Evidence requirements**

24.15. 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**

24.16. 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 base 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**

- 24.17. 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.

## **25. COMPASSIONATE LEAVE**

- 25.1. Employees (except casuals) are entitled to two days' paid compassionate leave (on each occasion) to spend time with an immediate family/household member who suffers a personal illness or injury that poses a serious threat to their life.
- 25.2. 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 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 a member of the employee's household.

## **26. COMMUNITY SERVICE LEAVE**

### **Jury service**

- 26.1. 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 their base rate of pay for the employee's ordinary hours of work in the period, provided that:
- a. Employees are not entitled to receive overtime for any attendance at jury service which extends beyond their normal rostered hours;
  - b. An employee that has been paid by the Company whilst on jury service must pay to the Company by payroll deduction the amount of jury service pay received;
  - c. The employee notifies his or her supervisor or manager as soon as practicable regarding dates he or she is (or may be) required.

### **Rostering employees on jury service**

- 26.2. 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.
- 26.3. Time spent in attendance at jury service counts as normal working time for the purposes of fatigue management, including for the purpose of:
- a. the consecutive number of days worked; and
  - b. the minimum break between their last attendance at ordinary duties and the commencement of jury service; and
  - c. the minimum break between their attendance at jury service and the resumption of their normal duties.

## **Return to duty**

- 26.4. 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. 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**

- 26.5. 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.
- 26.6. Reasonable rest time immediately following the activity will be unpaid or taken as another applicable leave type.
- 26.7. 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.

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

- 27.1. Aurizon has a Domestic and Family Violence Corporate Principle which provides assistance and support, including up to 10 days' paid leave, to employees to assist in reducing the impact of domestic and family violence.
- 27.2. The Aurizon Domestic and Family Violence Corporate Principle, as amended from time to time, applies to employees covered by this Agreement.
- 27.3. In the event that the entitlement to leave to deal with family and domestic violence under the Aurizon Domestic and Family Violence Corporate Principle falls below the entitlement under the Rail Industry Award 2010, the Award provision will apply.

## **28. BLOOD DONOR LEAVE**

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

## **29. LEAVE WITHOUT PAY**

- 29.1. The Company may, at its discretion, approve leave without pay.

## **30. MILITARY LEAVE**

- 30.1. 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.
- 30.2. An employee seeking military leave must make a request which will be approved

by the Company provided that the employee provides supporting documentation.

- 30.3. All paid and unpaid military leave will be counted as continuous service with the Company.
- 30.4. An employee absent from work on paid military leave will not lose pay for any ordinary hours of work occurring during absences up to a maximum payment of 152 hours in any calendar year.
- 30.5. 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).

### **31. NATURAL DISASTER LEAVE**

- 31.1. Where a natural disaster is declared by a State or Federal Government (or in similar natural events as declared by the Company) an employee is absent from work for all or part of a shift due to one of the following circumstances:
  - a. the inability of the employee to travel to their place of work from their residence; or
  - b. the employee remaining at (or returning to) their residence to safeguard family and/or property; or
  - c. the employee remaining at (or returning to) their residence to avoid being stranded at work; or
  - d. the employee responding to the impact of the natural disaster on their property; or
  - e. any other reason approved by the Company,
  - f. may be granted up to three days of natural disaster leave per calendar year.
- 31.2. An employee granted natural disaster leave will not lose pay for any ordinary hours missed provided that in the above:
  - a. the circumstance exists; or
  - b. it is reasonably likely that the circumstance will exist at a relevant time; or
  - c. the action by the employee was reasonable taking into account all relevant information.

### **32. PARENTAL LEAVE**

#### **General rule - notice**

- 32.1. 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).

- 32.2. Notice must include the intended start and end dates of any leave.
- 32.3. 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).
- 32.4. 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 four weeks' notice.
- 32.5. The Company 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**

- 32.6. 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 Company immediately before the date of birth, or placement in the case of adoption.
- 32.7. Casual employees are entitled to parental leave under this clause if they meet the requirements under subclause 32.6 and if they are engaged in regular and systematic work with a reasonable expectation of ongoing employment.

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

- 32.8. 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**

- 32.9. An employee with 12 months continuous service who is pregnant or adopting a child is entitled to one week of paid pre-natal/adoption leave to attend pre-natal/adoption appointments.
- 32.10. An employee with 12 months continuous service whose partner is pregnant or adopting a child is entitled to one day of paid pre-natal/adoption leave to attend pre-natal/adoption appointments.
- 32.11. Partners of employees adopting a child are entitled to an additional one day of unpaid pre-adoption leave to attend pre-adoption appointments.

#### **Unpaid special maternity leave**

- 32.12. An eligible pregnant employee is entitled to take unpaid special maternity leave if the employee is not fit for work because of:
- a. a pregnancy-related illness, or
  - b. the pregnancy ends, not in the birth of a living child, within 28 weeks of the expected date of birth.

- 32.13. 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 six weeks paid leave.

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

- 32.14. An employee experiencing a pregnancy-related illness may access accrued leave entitlements (including personal / carer's leave, annual leave, long service leave) prior to starting parental leave.
- 32.15. Where those entitlements are exhausted, the employee may:
- a. take unpaid personal / carer's leave; or
  - b. request to work part-time for a period; or
  - c. access unpaid special maternity leave (refer to subclause 32.12); or
  - d. 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 under subclause 32.12.*

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

- 32.16. 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:
- a. the same ordinary hours of work as the employee's present position; or
  - b. a different number of ordinary hours agreed to by the employee.
- 32.17. This entitlement applies if the employee:
- a. is entitled to unpaid parental leave; and
  - b. has complied with the notice and evidence requirements for accessing that unpaid parental leave; and
  - c. 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:
  - d. illness or risks arising out of the pregnancy; or
  - e. hazards connected with that position.
- 32.18. 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 Company 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.

- 32.19. 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 base rate of pay for ordinary hours of work during the risk period.
- 32.20. 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.
- 32.21. The Company may require the employee to take a period of unpaid parental leave as soon as practical if:
- a. the employee does not give the Company a medical certificate within seven days after the request; or
  - b. within seven days after the request, the employee provides a certificate stating they are not fit for work.
- 32.22. The 'no safe job leave' ends when the period of paid or unpaid parental leave starts.

### **Paid primary caregiver leave**

- 32.23. 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.
- 32.24. Where the leave is for a birth such leave may commence up to six weeks before the expected birth date and must include the six weeks immediately following the birth.
- 32.25. The period of paid primary caregiver leave will be reduced by the equivalent period of any paid no safe job leave taken after the commencement of six weeks from the expected date of birth.
- 32.26. 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 seven weeks of paid leave calculated as follows:
- a. 14 weeks paid primary caregiver leave;
  - b. minus the number of weeks of leave taken by the birth parent (which will be a minimum of six weeks);
  - c. minus the one week of partner's leave taken at the time of the birth.
- 32.27. 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.
- 32.28. 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**

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

### **Payment for parental leave**

- 32.31. Where this clause provides for paid parental leave, such leave will be paid at the employee's base rate of pay for the employee's substantive position. To avoid doubt superannuation contributions will continue during periods of such paid parental leave.
- 32.32. 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.
- 32.33. Employees accrue annual leave, long service leave and personal / carer's leave during paid parental leave.
- 32.34. Part-time and eligible casual employees will be entitled to the same number of weeks of 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**

- 32.35. Employees who are the primary caregiver are entitled to take leave for up to 52 weeks.
- 32.36. This includes any paid parental, annual and long service leave that is taken in respect of the birth or adoption of the child.
- 32.37. The balance of the 52 weeks is unpaid primary caregiver's leave.
- 32.38. 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.
- 32.39. 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.
- 32.40. 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**

- 32.41. The subclauses below apply after an employee has ceased taking paid primary caregiver leave.
- 32.42. 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.
- 32.43. The period of unpaid primary caregiver leave may be further extended by written agreement between the employee and the Company.
- 32.44. A period of leave may be shortened by the employee giving four 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 six weeks after a birth.

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

- 32.45. 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 four 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.
- 32.46. The notice given by the employee will include:
- a. The date upon which the employee ceased having primary responsibility for the care of the child;
  - b. The date the employee wishes to return to work; and
  - c. 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.
- 32.47. If the date specified by the employee is four weeks from the date of giving the notice, the employee will return on the date specified.
- 32.48. If the date specified is within four 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 four weeks after giving notice.
- 32.49. If the date specified is more than four weeks after giving notice, the Company may approve this longer period. If approval is not given, the employee will return four weeks after giving notice.

### **Compassionate maternity leave**

- 32.50. 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:

- a. 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);
- b. If paid primary caregiver leave has been taken with regard to the pregnancy/child, employees may apply to access personal / carer's leave; and/or
- c. Unpaid primary caregiver leave for a period agreed between the employee and the Company of not less than six weeks;
- d. The employee may cancel the unpaid primary caregiver leave with at least four weeks' written notice, unless otherwise agreed between the employee and the Company;
- e. The Company may request the employee to return to work on a specified day with at least six weeks' notice.

### **Continuity of service**

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

32.52. 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**

32.53. On ending unpaid parental leave, an employee is entitled to return to:

- a. the employee's pre-parental leave position; or
- b. 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**

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

## **33. DRUG AND ALCOHOL TESTING**

33.1. 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.

33.2. The Company's alcohol and other drug testing program for employees covered by this Agreement will not use blood or urine.

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

- 34.1. An employee will carry out such duties as are reasonably within the limits of the employee's skill, competence and training.
- 34.2. 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).
- 34.3. Any direction issued by the Company pursuant to the above subclauses will be consistent with the Company's responsibilities to provide a safe and healthy workplace.
- 34.4. An employee will participate in training provided by the Company as required to perform the role for which they are employed.
- 34.5. If given reasonable training, it is a requirement of employees to:
  - a. acquire the competency required to perform the role for which they are employed; and
  - b. 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 for the employee to acquire the competency prior to any performance management arising from the failure to acquire or utilise a competency.
- 34.6. Nothing in this clause prevents an employee from expressing an interest in, or participating in training, and/or work experience for the purpose of gaining skills and competencies outside the scope of their current role.
- 34.7. Approval for such participation will be determined by the Company on the basis of merit.
- 34.8. 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.

#### **35. CREDIT FOR SERVICE**

- 35.1. 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 Ltd or any of its related bodies corporate.

#### **36. UNION MATTERS**

##### **Payroll deductions**

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

## **Union delegates**

- 36.2. 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.
- 36.3. 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.
- 36.4. 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.
- 36.5. 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.
- 36.6. 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.
- 36.7. 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**

- 36.8. 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.
- 36.9. The industrial relations education leave subclause does not apply to probationary employees.
- 36.10. 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.

- 36.11. This leave will be granted, unless it unreasonably impacts upon service delivery, work requirements, or the effectiveness and efficiency of the work unit concerned.
- 36.12. 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.
- 36.13. 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.

## **37. SUPERANNUATION**

### **Superannuation contributions**

- 37.1. The Company will make superannuation contributions on an employee's behalf into a regulated complying superannuation fund of the employee's choice as required by the *Superannuation Guarantee (Administration) Act 1992*, as amended from time to time.
- 37.2. 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.
- 37.3. Where an employee elects to salary sacrifice superannuation contributions, such contributions will be in addition to the contributions made under subclause 37.1 above.
- 37.4. The contribution rate for employees will be one percent higher than the Superannuation Guarantee Levy to a maximum of 12.75%.
- 37.5. An employee who is a member of QSuper in accordance with the *Superannuation (State Public Sector) Notice 2010* will have superannuation contributions paid as required by the *Superannuation (State Public Sector) Deed 1990*, for as long as the employee remains in the fund.

### **Retirement Allowance**

- 37.6. 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:

<b>Years of continuous service as at 1 February 1995</b>	<b>Retirement Allowance</b>
15 years	3 months' pay
20 years	4.5 months' pay
25 years	6 months' pay
30 years	7.5 months' pay

35 years	9 months' pay
40 years	10.5 months' pay
45 or more years	12 months' pay

- 37.7. Eligible employees will receive pro-rata retirement allowance for continuous service less than 15 years based on the proportion of 3 months' pay.
- 37.8. Eligible employees will receive pro-rata retirement allowance for part years of continuous service between 15 and 45 years (maximum).

### **38. RECOVERY OF OVERPAYMENT**

- 38.1. Where an employee has received an overpayment in error or where an employee has taken a negative annual leave balance, on termination of the employee's employment, the Company can recover from the monies due to the employee:
- a. the full balance of any overpayment; and/or
  - b. an amount equivalent to any negative annual leave balances.
- 38.2. Company may also deduct the value of up to six hours (pro rata for part-time employees) of base rate of pay from each fortnightly wages until an overpayment to an employee is recovered provided that:
- a. 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; and
  - b. Employees will be advised of a right to request alternative repayment arrangements in circumstances where employees may experience financial hardship.
- 38.3. Nothing in subclause 38.2 prevents the Company and an employee agreeing in writing to a deduction higher than six hours per fortnight.

### **39. ALLOWANCES**

#### **Allowance Principles**

- 39.1. Any allowance except for the Electrical Licensing Allowance in this section expressed as a monetary amount (as opposed to a percentage or a multiple of hours) will be increased by:
- a. 2.1% on the first anniversary of the Commencement Date;
  - b. 2.25% on the second anniversary of the Commencement Date; and
  - c. 2.25% on the third anniversary of the Commencement Date.
- 39.2. 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; and

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

#### **Electrical licensing allowance (ELA) for existing employees**

- 39.4. Employees who are employed by the Company as at the Commencement Date and who are, or are subsequently, required to hold an electrical license for the performance of their work will be eligible for the Electrical Licensing Allowance. Employees will receive a one-off payment, to be paid in the first full pay period of December in accordance with the following table:

<b>December 2019</b>	\$1511.61
<b>December 2020</b>	\$989.83
<b>December 2021</b>	\$755.81
<b>December 2022</b>	\$755.81

#### **Electrical licensing allowance (ELA) for new employees**

- 39.5. Employees who commence employment with the Company after the Commencement Date who are required to hold an electrical license for the performance of their work will not be eligible for the Electrical Licensing Allowance one-off payment.

#### **First aid allowance**

- 39.6. 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 or when employees are not at the work location where appointed to perform the duties of a first aid officer. This allowance will not be paid to employees receiving an all-purpose allowance of 11.5%.

#### **Higher grade allowance**

- 39.7. 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 ordinary hour worked in the higher graded role.
- 39.8. 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 ordinary hours of the shift.
- 39.9. 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.
- 39.10. The higher grade allowance will be included in the calculation of the payment of overtime, shift loadings, and weekend loadings.
- 39.11. 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.



- 39.12. 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.
- 39.13. 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.
- 39.14. 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.

### **Leading hand allowance**

- 39.15. An employee appointed as a leading hand will be paid an allowance as follows:
- a. When in charge of 15 or fewer employees - \$0.78 per hour;
  - b. When in charge of more than 15 employees - \$1.51 per hour.

### **Locality allowance**

- 39.16. Amounts payable to employees under Aurizon's Locality Allowance Policy will not be reduced at any time prior to the nominal expiry date of this Agreement.

### **Overtime meal allowance**

- 39.17. An employee will be paid an overtime meal allowance of \$15.53 where the employee has worked overtime in the following circumstances:
- a. 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

**NB:** 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.

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

- 39.18. 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:
- a. One hour's pay at the base rate for each period on call commencing between Monday to Friday; or
  - b. 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.
- 39.19. An employee will be paid the "on call" allowance whether or not the employee is recalled to work.
- 39.20. An employee paid an on call allowance may be required to work on an RDO if called out.

### **Tool allowance**

- 39.21. Tradespersons required by the Company to provide any of their own tools will be paid a tool allowance of \$27.91 per week or part thereof worked.

### **Construction project allowance**

- 39.22. Employees performing construction work for which the Company has successfully tendered through a third-party tender will be paid a construction project allowance in accordance with the following table:

<b>Total cost of Aurizon works</b>	<b>Per hour</b>
\$5.7m to \$15m	\$1.10
Greater than \$15m to \$35m	\$1.49
Greater than \$35m to \$50m	\$1.88
Greater than \$50m to \$75m	\$2.15
Greater than \$75m to \$100m	\$2.43
Greater than \$100m to \$125m	\$2.76
Greater than \$125m to \$150m	\$3.21
Greater than \$150m to \$175m	\$3.37
Greater than \$175m to \$200m	\$3.64
Greater than \$200m to \$225m	\$4.03
Greater than \$225m to \$250m	\$4.42
Greater than \$250m to \$300m	\$4.75
Greater than \$300m to \$350m	\$5.14
Greater than \$350m to \$400m	\$5.46
Greater than \$400m to \$500m	\$5.96
Greater than \$500m	\$6.63

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

- 39.23. An employee who is required to use their own car for "work purposes" will be paid at a rate of 68 cents per kilometre for a car

39.24. 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.

39.25. For the purposes of this subclause “work purposes” includes:

- a. driving to a training course at a location other than the employee’s usual workplace; or
- b. driving to a conference, seminar or convention to represent the Company; or
- c. attending an interview or meeting at a location other than the employee’s usual workplace; or
- d. any other circumstances approved by the Company.

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

39.26. 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 \$15.53.

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

39.27. Employees who:

- a. are relieving or are temporarily working away from their home location; and
- b. who return home at the end of the shift; and
- c. are away from their home location for the entirety of a meal period,

will be paid a meal allowance of \$15.53 for such meal period away from the home location, except that where the absence is for 1 shift or less the first meal period absence will not be paid.

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

39.28. 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:

- a. Provided with 3 star accommodation where possible; or at the discretion of the Company reimbursed for the cost of such; and
- b. Provided with all meals, or at the discretion of the Company paid a meal allowance of:
  - i. \$18.50 for each breakfast;

- ii. \$20.08 for each lunch;
- iii. \$35.45 for each dinner; and
- c. Paid an incidental allowance of \$19.72 per night.

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

- 39.29. 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:
- a. Provided with 3 star accommodation, where possible; or at the discretion of the Company reimbursed for the cost of such; and
  - b. Paid a meal allowance of \$170.07 per week, or \$24.30 per day, or \$8.12 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
  - c. Paid a disadvantage allowance of \$64.83 for each 24-hour period or \$21.62 for each part of a day away. This allowance is paid as a separate allowance in addition to any meal allowance.

#### **Travel Allowance – migratory gang camp**

- 39.30. Where an employee is required to stay in an established migratory gang camp, and the camp site is located 20 or more kilometres from the employee's home location, the employee will receive a camp allowance of \$68.15 per day for every day the employee is in camp and is ready, willing and able to start work at the designated start time.
- 39.31. Employees eligible to receive camp allowance will not be paid any other travel allowance.
- 39.32. Provided that where an employee is absent from work due to personal illness or personal injury and the employee remains in the camp the employee will be paid the allowance for each such day.

#### **Travelling 100 kilometres or more to work**

- 39.33. If an employee was in receipt of a Travel or LAFH benefit under the Aurizon Construction and Maintenance Enterprise Agreement 2015 because they were required to travel 100 kilometres or more to work from their residential address, they will continue to receive the equivalent benefit under this Agreement.
- 39.34. The above subclause will not apply:
- a. When the employee is performing work that is within 100 kilometres of the employee's residential address; or
  - b. When the employee is performing work that is within 100kms of the

- employee's work location; or
- c. To travel prior to the starting time of the first shift in each period away; or
- d. If the employee subsequently changes their residential address or work location and as a result is no longer required to travel 100 kilometres or more to work from their new address.

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

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

#### **40. ALL-PURPOSE ALLOWANCES**

- 40.1. Employees will be paid the applicable all-purpose allowance under this clause.
- 40.2. The all-purpose allowance of 11.5 % is based on the rolling up of the following allowances, all-purpose allowances and IMC allowances from the Aurizon Construction and Maintenance Enterprise Agreement 2015:
  - a. Wet weather;
  - b. Air support respiratory mask;
  - c. First aid;
  - d. Breakdowns/floods/derailments;
  - e. IMC Civil Maintenance all-purpose of 7%
  - f. IMC Infrastructure Projects all-purpose of 8%;
  - g. IMC Infrastructure Projects (resurfacing) all-purpose of 9%;
  - h. IMC Trackside Systems all-purpose of 8.5%;
  - i. IMC working at heights, IMC herbicide, IMC asbestos work, IMC acid, IMC asbestos eradication and IMC working in narrow excavations allowance/s.

#### **Civil Maintenance all-purpose allowance**

- 40.3. Civil Maintenance employees will be paid an all-purpose allowance of 11.5% of the base rate of pay.
- 40.4. Any employee receiving this allowance working in a migratory gang and/or performing work that would qualify for the migratory gang allowance or the travel allowance will be paid an additional \$12.55 per day. This allowance is not an all-purpose allowance.

#### **Infrastructure Projects all-purpose allowance**

- 40.5. Infrastructure Projects employees (excluding resurfacing teams) will be paid an all-purpose allowance of 11.5% of the base rate of pay.

- 40.6. Any employee receiving this allowance working in a migratory gang and/or performing work that would qualify for the migratory gang allowance or the travel allowance will be paid an additional \$21.16 per day, in lieu of payment of project recreation days. This allowance is not an all-purpose allowance.

#### **Infrastructure Projects (resurfacing) all-purpose allowance**

- 40.7. Infrastructure Projects employees in resurfacing teams will be paid an all-purpose allowance of 11.5% of the base rate of pay.
- 40.8. Any employee receiving this allowance working in a migratory gang and/or performing work that would qualify for the migratory gang allowance or the travel allowance will be paid an additional \$21.16 per day, in lieu of payment of project recreation days. This allowance is not an all-purpose allowance.

#### **Trackside Systems all-purpose allowance**

- 40.9. Trackside Systems employees classified at ET 4 or lower will be paid an all-purpose allowance of 11.5% of the base rate of pay.
- 40.10. Any employee receiving this allowance working in a migratory gang and/or performing work that would qualify for the migratory gang allowance or the travel allowance will be paid an additional \$12.55 per day. This allowance is not an all-purpose allowance.

#### **ECO all-purpose allowance**

- 40.11. ECOs will be paid an all-purpose allowance of 17% of the base rate of pay.

#### **41. MECHANISED PRODUCTION – DIESEL TRACTION AND SHUNTING PAYMENT**

- 41.1. Employees who have completed Cat 3 driver training may be trained in diesel traction and shunting competencies to operate in defined sections.
- 41.2. Employees who utilise the diesel traction and shunting competencies will be paid \$5.00 per hour in addition to their annual base salary hourly rate or their applicable hourly rate for the day.
- 41.3. The payment will be for the complete shift of duty. For example, if an employee utilises the competencies for three hours of their nine and a half hour shift, the payment will be for the entire shift.

#### **42. CLASSIFICATION AND PROGRESSION**

##### **Preamble**

- 42.1. 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.

- 42.2. Appointment to a classification level is at the discretion of the Company.
- 42.3. Progression within the classification structure will be determined by the Company based on business requirements.
- 42.4. An employee may dispute their classification level by following the steps in the Disputes Procedure.

### Apprentices and Trainees

- 42.5. Apprentices and Trainees will be engaged as part of an employment based training scheme under the Vocational Education, Training and Employment Act.
- 42.6. Apprentices and trainees (other than school based apprentices) who are 21 years of age or older will be paid at ET 1 (for ET employees) or CI 1 (for RIW employees) until the final year of their apprenticeship or traineeship.
- 42.7. Apprentices and trainees (other than school based apprentices) who are 21 years of age or older will be paid at 90% of ET 2 (for ET employees) or CI 2 (for RIW employees) in the final year of their apprenticeship or traineeship.
- 42.8. Apprentices and trainees (other than school based apprentices) under the age of 21 will be paid the following percentage of ET 2 (for ET employees) or CI 2 for (RIW employees).

Year of apprenticeship	Year of traineeship	Percentage
1		48
2		59
3	1	75
4	2	90

### School based Apprentices

- 42.9. Arrangements for school based apprentices are as per the Rail Industry Award 2010.

### Rail Infrastructure Worker (RIW) classification and progression

- 42.10. RIW classification and progression will be in accordance with the below table:

Classification		Description	Progression
CI 5.3	RIW 6	<ul style="list-style-type: none"> <li>Rail Infrastructure Inspector</li> <li>Senior Maintenance Planner</li> <li>Supervisor Worksite Protection</li> <li>Worksite Possession Coordinator</li> </ul>	Progression to CI 5.3 <i>after not more than 12 months from commencement at CI 5.2</i>
CI 5.2			Progression to CI 5.2 <i>after not more than 12 months from commencement at CI 5.1</i>
CI 5.1			Appointed at CI 5.1
CI 4.3	RIW 5	<ul style="list-style-type: none"> <li>Project Planner</li> <li>Site Verification Inspector</li> <li>Track Planner</li> </ul>	Progression to CI 4.3 <i>after not more than 12 months from commencement at CI 4.2</i>
CI 4.2			Progression to CI 4.2 <i>after not more than 12 months from commencement at CI 4.1</i>
CI 4.1			Appointed at CI 4.1
CI 3.5	RIW 4	<ul style="list-style-type: none"> <li>Team leader</li> </ul>	Progression to CI 3.5 <i>after not more than 12 months from commencement at CI 3.3</i>

CI 3.3		• Protection Officer (CI3.1)	Progression to CI 3.3 <i>after not more than 12 months from commencement at CI 3.1</i>
CI 3.1			Appointed at CI 3.1
CI 2.4	RIW 3	• An RIW 3 can be required to undertake duties consistent with those competencies equivalent to the relevant AQF level 3.	Progression to CI 2.4 <i>after not more than 12 months from commencement at CI 2.2</i>
CI 2.2			Progression to CI 2.2 <i>after not more than 12 months from commencement at CI 2.1</i>
CI 2.1			Appointed at CI 2.1
CI 1.5	RIW 2	• An RIW 2 can be required to undertake duties consistent with those competencies equivalent to the relevant AQF level 2.	Progression to CI 1.5 <i>after not more than 12 months from commencement at CI 1.4</i>
CI 1.4			Progression to CI 1.4 <i>after not more than 12 months from commencement at CI 1.3</i>
CI 1.3			Appointed at CI 1.3
CI 1.2	RIW 1	• Entry level employee with less than six months recent civil infrastructure experience.	Progression to RIW 2 <i>after not more than six months from commencement at CI 1.2</i>
			Appointed at CI 1.2

- 42.11. Movement between RIW levels will occur at the discretion of the Company, provided that no employee can progress unless a vacancy exists.
- 42.12. The Company has the sole discretion to determine whether to use progression, open merit selection or closed merit selection for any role in the RIW stream.
- 42.13. Training, assessment and recognition will be provided in such a way as to align National Competencies and provide employees with a transferable qualification.
- 42.14. Progression to CI3.1 for Protection Officers (Rail Infrastructure Workers Level 3) will only occur, by appointment, dependent on the skills and competencies of the Protection Officer once PPO accreditation is obtained. Progression past CI3.1 only occurs where a vacancy arises, and the individual is suitably qualified for a Team Leader (Rail Infrastructure Worker Level 4) role.
- 42.15. RIW employees will be required to participate in training provided by the Company as required to perform the role for which they are employed.
- 42.16. If given reasonable training relevant to perform functions associated with the role for which they are employed, it is a requirement of employees to:
- Acquire the competency; and
  - Utilise all competencies, once acquired.
- 42.17. The Company will provide reasonable opportunity to acquire a competency prior to any performance management arising from the failure to acquire or utilise a competency.
- 42.18. Nothing in these progression arrangements prevents an employee from expressing an interest in training for skills and competencies outside the scope of their role. Approval for such training will be determined by the Company on the basis of merit.

## **Engineering Trades (ET) classification and progression - General**

- 42.19. The base grade rate for a tradesperson is ET 2.1.
- 42.20. Subject to the progression tables new employees will progress from ET 2.1 to ET 2.2 after 12 months provided they have successfully completed the required training or, where an employee has not successfully completed the required training, this is due to reasonable circumstances outside the employee's control.



## ET classification and progression

42.21. The table below contains the requirements for progression in the ET stream.

ET	CABLES	TRACTION LINESPERSON	MECHANICAL SIGNALLING	FITTING	TRACTION/ SUBSTATION ELECTRICIAN	SIGNALLING ELECTRICIAN	CONTROL & COMMS. TECHNICIANS
5.1		<b>Traction Lines Officer</b> *Cert IV Training and Assessment. *Deliver on the job training. *Conduct on job assessment. *Undertake audits of traction network. *Investigation of high level and recurring faults. *Technical support.  (By appointment)			<b>Traction/ Substation Systems Officer</b> *Cert IV Training and Assessment. *Deliver on the job training. *Conduct on job assessment. *Undertake audits of traction/ substation infrastructure. *Investigation of high level and recurring faults. *Technical support.  (By appointment)	<b>Signalling Systems Officer</b> *Cert IV Training and Assessment. *Deliver on the job training. *Conduct on job assessment. *Undertake audits of electrical signalling equipment. *Investigation of high level and recurring faults. *Technical support.  (By appointment)	<b>Control &amp; Comms. Systems Officer</b> *Cert IV Training and Assessment. *Deliver on the job training. *Conduct on job assessment. *Undertake audits of traction network. *Investigation of high level and recurring faults. *Technical support.  (By appointment)
4.3							
4.2							
4.1		<b>Senior Traction Linesperson</b>  *Regularly required to perform as a team leader in conducting and managing worksites in the operation of fault rectification in response or call out teams or in maintenance of network asset. *Qualified at 3.1. *livers on job training  (By appointment)	<b>Mechanical Systems Officer</b>  *Cert IV Training and Assessment. *Delivers on job training. *Conducts on job assessment. *Undertake audits of mechanical infrastructure. *Investigation of high level and recurring faults. *Technical Support.  (By appointment)		<b>Senior Traction/Substation Electrician</b>  *Regularly required to perform as a team leader in conducting and managing worksites in the operation of fault rectification in response or call out teams or in maintenance of network asset. *Qualified at 3.1.  (By appointment)	<b>Senior Signal Electrician</b>  *Regularly required to perform as a team leader in conducting and managing worksites in the operation of fault rectification in response or call out teams or in maintenance of network asset. *Qualified at 3.1.  (By appointment)	<b>Senior Control &amp; Comms. Technician</b>  *Regularly required to perform as a team leader in conducting and managing worksites in the operation of fault rectification in response or call out teams or in maintenance of network asset. *Qualified at 3.1.  (By appointment)
3.3				<b>Senior Fitter</b> *Regularly required to perform as a team leader in conducting and managing worksites in the operation of fault rectification in response or call out		<b>Fault Coordinator (F.C.C)</b>	<b>Fault Coordinator (F.C.C)</b>

				teams or in maintenance of network asset. *Qualified at 2.4  (By appointment)			
3.2					At least 24 months experience at ET3.1.  (By appointment)	At least 24 months experience at ET3.1.  (By appointment)	At least 24 months experience at ET3.1.  (By appointment)
3.1	<b>Senior Cable Jointer</b>  *Regularly required to perform as a team leader in conducting and managing worksites in the operation of fault rectification in response, maintenance of network asset. *Qualified at 2.3.  (By appointment)	At least 24 months experience at ET2.3  (By appointment)		*Fault finding and diagnostic repairs to both weighbridges and signalling equipment. *Direct apprentices & contractors.  (By appointment)	*Qualified as an NP category "2". *Qualified as a Powerlink Switching Operator. *12 months of field experience at 2.4 in fault rectification, testing, commissioning/ decommissioning of substation systems. *Continuous upgrade of knowledge and skills to work on new equipment installed on Aurizon's rail infrastructure. *Direct apprentices & contractors.  (By appointment)	*Qualified Cert IV Electrical Rail Signalling. *12 months of field experience at 2.4 in fault rectification, testing, commissioning/ decommissioning of signalling systems. *Continuous upgrade of knowledge and skills to work on new equipment installed on Aurizon's rail infrastructure. *Direct apprentices & contractors.  (By appointment)	*Qualified Cert IV Rail Communications and Networks. *12 months of field experience at 2.4 in fault rectification, testing, commissioning/ decommissioning of network systems. *Continuous upgrade of knowledge and skills to work on new equipment installed on Aurizon's rail infrastructure. *Direct apprentices & contractors.  (By appointment)
2.4			<b>Senior Systems Maintainer</b>  *Regularly required to perform as a team leader in conducting and managing worksites in the operation of fault rectification in response or call out teams or in maintenance of network asset. *Qualified at 2.1.  (By skills acquisition)	*Maintain, install, overhaul and minor fabrication of signalling mechanical systems. *Direct apprentices & contractors.  (By skills acquisition)	*Successful completion of modules 1 & 2 of Traction Electrician training. *Direct apprentices & contractors.  (By skills acquisition)	*Successful completion of Cert IV Electrical Rail Signalling competencies required for this classification. *Direct apprentices & contractors.  (By skills acquisition)	*Successful partial completion of Cert IV Rail Communications and Networks competencies required for this classification. *Direct apprentices & contractors.  (By skills acquisition)

ET	CABLES	TRACTION LINESPERSON	MECHANICAL SIGNALLING	FITTING	TRACTION/ SUBSTATION ELECTRICIAN	SIGNALLING ELECTRICIAN	CONTROL & COMMS. TECHNICIANS
2.3	<p>*Successful completion of Cert III ESI – Power Systems – Distribution Cable Jointing (or equivalent) AND Successful Completion of Cert III of Telecommunications Cabling (open cabling licence). *Direct trainees &amp; contractors.</p> <p>(By appointment)</p>	<p>*Qualified as an NP Category “1” and endorsements as required. *Direct apprentices &amp; contractors.</p> <p>(By appointment)</p>		<p>*Successful completion of Traineeship Cert III Mechanical Rail Signalling or equivalent. *Direct apprentices &amp; contractors.</p> <p>(By appointment)</p>	<p>*Qualified as an NP Category “1”. *Direct apprentices &amp; contractors.</p> <p>(By appointment)</p>	<p>*Successful partial completion of Cert IV Electrical Rail Signalling competencies required for this classification. *Direct apprentices &amp; contractors.</p> <p>(By appointment)</p>	<p>*Successful partial completion of Cert IV Rail Communications and Networks competences required for this classification. *Direct apprentices &amp; contractors.</p> <p>(By appointment)</p>
2.2	<p>*12 months field experience as a Systems Cable Joiner 2.1. *Direct trainees &amp; contractors.</p> <p>(By appointment)</p>	<p>*12 months field experience as a Traction Linesperson (2.1) or 12 months field experience as a Cert II Power Linesperson and assessed competent in applicable traction competencies. *Direct apprentices &amp; contractors.</p> <p>(By appointment)</p>	<p>*12 months field experience as Systems Maintainer 2.1. *Direct trainees &amp; contractors.</p> <p>(By appointment)</p>	<p>*12 months field experience as a Fitter in the engineering mechanical field (2.1). *Direct apprentices &amp; contractors.</p> <p>(By appointment)</p>	<p>*12 months field experience as an Electrician in the Traction/ Substation Field (2.1). *Qualified as NP category ‘0’. *Direct apprentices &amp; contractors.</p> <p>(By appointment)</p>	<p>*12 months field experience as an Electrician in the Signalling Field (2.1). *Direct apprentices &amp; contractors.</p> <p>(By appointment)</p>	<p>*12 months field experience as a Technician in the Telecommunications or Electronic Field (2.1). *Direct apprentices &amp; contractors.</p> <p>(By appointment)</p>
2.1	<p>*Cert III ESI- Power Systems – Distribution Cable Jointing and holder of a Queensland Electrical Licence OR Cert III Telecommunications Cabling (Open Cable Licence with required endorsements). *Direct trainees.</p> <p>(By appointment)</p>	<p>*Completion of Apprenticeship Cert III ESI Power Systems Rail Traction and holder of a QLD electrical licence as an Electrical Linesperson (restricted to traction) or holder of a QLD electrical licence as an Electrical Linesperson. *Direct apprentices.</p> <p>(By appointment)</p>	<p>*Completion of Traineeship Cert III Mechanical Rail Signalling. *Direct trainees.</p> <p>(By appointment)</p>	<p>*Completion of apprenticeship Cert III Engineering Tradesperson Mechanical. *Direct trainees.</p> <p>(By appointment)</p>	<p>*Completion of apprenticeship Cert III Electrotechnology Electrician. *Holder of QLD electrical licence as an Electrical Mechanic. *Direct apprentices.</p> <p>(By appointment)</p>	<p>*Completion of apprenticeship Cert III Systems Electrician. *Holder of QLD electrical licence as an Electrical Mechanic. *Direct apprentices.</p> <p>(By appointment)</p>	<p>*Completion of apprenticeship Cert III Electronics or Cert III Telecommunications &amp; Networks. *Direct apprentices.</p> <p>(By appointment)</p>

ET	CABLES	TRACTION LINEPERSON	MECHANICAL SIGNALLING	FITTING	TRACTION/ SUBSTATION ELECTRICIAN	SIGNALLING ELECTRICIAN	CONTROL & COMMS. TECHNICIANS
1.5	<b>Systems/ Network Maintainer</b>  *Completion of Traineeship Cert II Telecommunications Cabling (base cabling licence) <b>or</b> Licenced as a Rigger/Dogger.  (By appointment)		*Partial completion of Traineeship Cert III Mechanical Rail Signalling competencies required for this classification.   (By appointment)				
1.4			Trainee Maintainer – completion of probation.				
1.3			Trainee Maintainer				
1.2							
1.1							

## ET classification and progression – Trade Operators – Rail Services

2.1	2.2	2.3	2.4	3.1	3.2	3.3
Completion of Certificate 3 Trade Qualification	Completion of Rail Infrastructure Worker Foundation level.	Completion of Rail Infrastructure Worker Foundation level.	Completion of Rail Infrastructure Worker Foundation level.	Completion of Rail Infrastructure Worker Foundation level.	Completion of Rail Infrastructure Worker Foundation level.	Completion of Rail Infrastructure Worker Foundation level.
Holder of Queensland Electrical License as an Electrical Mechanic (if Electrical Trade).	Completion of Protection Officer Level 1 Qualification (40007021); or skills & performance assessment by Superintendent.	Completion of Protection Officer Level 1 Qualification (40007021).  Completion of one (1) Blue Certificate to Operate machine relevant to team; or skills & performance assessment by Superintendent.	Completion of Protection Officer Level 1 Qualification (40007021).  Completion of one (1) Blue Certificate to Operate machine relevant to team.  Completion of two (2) Trade Competencies from Post Trade suite; or skills & performance assessment by Superintendent.	Completion of Protection Officer Level 1 Qualification (40007021).  Completion of one (1) Blue Certificate to Operate machine relevant to team.  Completion of two (2) Trade Competencies from Post Trade suite.  Completion of Cat 3 Driver Qualification (40007357); or skills & performance assessment by Superintendent.	Completion of Protection Officer Level 1 Qualification (40007021).  Completion of one (1) Blue Certificate to Operate machine relevant to team.  Completion of four (4) Trade Competencies from Post Trade suite.  Completion of Cat 3 Driver Qualification (40007357); or skills & performance assessment by Superintendent.	Completion of Protection Officer Level 1 Qualification (40007021).  Completion of one (1) Blue Certificate to Operate machine relevant to team.  Completion of six (6) Trade Competencies from Post Trade suite.  Completion of Cat 3 Driver Qualification (40007357); or skills & performance assessment by Superintendent.

## ET classification and progression – Trade Operators – Mechanised Production

2.1	2.2	2.3	2.4	3.1	3.2	3.3
<p>Completion of Certificate 3 Trade Qualification.</p> <p>Holder of Queensland Electrical License as an Electrical Mechanic (if Electrical Trade).</p> <p>Pre-requisites as per Trade Operator Qualification Process (TOQP).</p> <p>Direct apprentices and contractors.</p>	<p>Completion of Cert II Rail Infrastructure Core Units as per applicable TOQP TLI21315.</p> <p>Completion of two (2) Orange Tickets to operate workstations relevant to team; or Completion of one (1) Blue Certificate to Operate machine relevant to team; or Skills and performance assessment by Superintendent.</p> <p>Direct apprentices and contractors.</p>	<p>Completion of Cert II Rail Infrastructure Track Surfacing Group C Elective Units as per applicable TOQP TLI21315.</p> <p>Completion of two (2) Orange Tickets to operate workstations relevant to team; or Completion of one (1) Blue Certificate to Operate machine relevant to team; or Skills and performance assessment by Superintendent.</p> <p>Direct apprentices and contractors.</p>	<p>Completion of Cert II Rail Infrastructure Track Surfacing Elective Units as per applicable TOQP TLI21315.</p> <p>Completion of two (2) Orange Tickets to operate workstations relevant to team; or Completion of one (1) Blue Certificate to Operate machine relevant to team.</p> <p>Completion of two (2) Trade Competencies from Post Trade suite.</p> <p>Skills and performance assessment by Superintendent.</p> <p>Direct apprentices and contractors.</p>	<p>Completion of Certificate II Track Protection (Partial) Units – Aurizon Safe Working PO1 as per applicable TOQP TLI21915.</p> <p>Completion of three (3) Orange Tickets to operate Ballast Cleaning workstations; or Completion of one (1) Blue Certificate to Operate machine relevant to team.</p> <p>And:</p> <ul style="list-style-type: none"> <li>Completion of four (4) Trade Competencies from Post Trade Suite; and skills and performance assessment by Superintendent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Completion of two (2) Trade Competencies from Post Trade suite; and completion of Apply safe working rules and regulations to rail functions (CAT 3) TLIF3058; and skills and performance assessment by Superintendent.</li> </ul> <p>Direct apprentices and contractors.</p>	<p>Completion of Certificate III Rail Track Surfacing Core Units as per applicable TOQP TLI31815.</p> <p>Completion of four (4) Orange Tickets to operate Ballast Cleaning workstations; or Completion of two (2) Blue Certificates to Operate machine relevant to team.</p> <p>And:</p> <ul style="list-style-type: none"> <li>Completion of six (6) Trade Competencies from Post Trade Suite; and skills and performance assessment by Superintendent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Completion of four (4) Trade Competencies from Post Trade suite; and completion of Apply safe working rules and regulations to rail functions (CAT 3) TLIF3058; and skills and performance assessment by Superintendent.</li> </ul> <p>Direct apprentices and contractors.</p>	<p>Issued Authority to work as Mechanised Production RIW Level 3 on Aurizon Network 40011082 as per applicable TOQP.</p> <p>Completion of four (4) Orange Tickets to operate Ballast Cleaning workstations; or Completion of two (2) Blue Certificates to Operate machine relevant to team.</p> <p>And:</p> <ul style="list-style-type: none"> <li>Completion of seven (7) Trade Competencies from Post Trade Suite; and skills &amp; performance assessment by Superintendent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Completion of five (5) Trade Competencies from Post Trade suite; and completion of Apply safe working rules and regulations to rail functions (CAT 3) TLIF3058; and skills and performance assessment by Superintendent.</li> </ul> <p>Direct apprentices and contractors.</p>

## ET classification and progression – Senior Trade Operators – Mechanised Production

4.1	4.2	4.3	4.4
<p>Successful appointment to Senior Trade Operator role.</p> <p>Pre-requisites as per Senior Trade Operator Qualification Process (STOPQ).</p> <p>Direct apprentices and contractors.</p>	<p>Completion of Certificate II Rail Infrastructure Track Surfacing as per STOQP TLI21315.</p> <p>Completion of Aurizon Enterprise Safe Working Protection Officer PO1.</p> <p>Completion of Certificate III Rail Track Surfacing TLI31815; or Completion of Certificate III Tract Protection (Partial) Units – Aurizon Safe Working PO2 TOA TLI32715; or Completion of Apply safe working rules and regulations to rail functions (CAT 3) TLIF3058.</p> <p>Completion of eight (8) Trade Competencies from Post Trade Suite; or Completion of four (4) Orange Tickets to operate Ballast Cleaning Workstations; or Completion of two (2) Blue Tickets Operate machine relevant to team.</p> <p>Skills &amp; performance assessment by Superintendent.</p> <p>Direct apprentices and contractors.</p>	<p>Completion of Certificate III Rail Track Surfacing TLI31815; or Completion of Certificate III Track Protection (Partial) Units – Aurizon Safe Working PO2 TOA TLI32715.</p> <p>Completion of eight (8) Trade Competencies from Post Trade Suite; or Completion of Apply safe working rules and regulations to rail functions (CAT 3) TLI3058.</p> <p>Completion of four (4) Orange Tickets to operate Ballast Cleaning Workstations; or Completion of two (2) Blue Tickets to Operate Machines relevant to team.</p> <p>Skills &amp; performance assessment by Superintendent.</p> <p>Direct apprentices and contractors.</p>	<p>Completion of Certificate III Rail Track Surfacing TLI31815; or Completion of Certificate III Track Protection (Partial) Units – Aurizon Safe Working PO2 TOA TLI32715.</p> <p>Completion of eight (8) Trade Competencies from Post Trade Suite; or Completion of Apply safe working rules and regulations to rail functions (CAT 3) TLI3058.</p> <p>Completion of four (4) Orange Tickets to operate Ballast Cleaning Workstations; or Completion of two (2) Blue Tickets to Operate Machines relevant to team.</p> <p>Skills &amp; performance assessment by Superintendent.</p> <p>Direct apprentices and contractors.</p>

### 43. WAGES SCHEDULES

- 43.1. The following tables contain the fortnightly base rates of pay for each classification and the applicable all-purpose allowance payments. If requested at a work location the Company will provide wage schedules that include weekend penalties etc according to the roster at the work location.

#### Engineering Trades

Classification		19 December 2018	19 December 2019	19 December 2020	19 December 2021
		2.10%	2.10%	2.25%	2.25%
ET 6.4	Fortnightly	\$ 4,379.96	\$ 4,471.94	\$ 4,572.55	\$ 4,675.44
	APA	\$ 503.70	\$ 514.27	\$ 525.84	\$ 537.68
	Combined	\$ 4,883.65	\$ 4,986.21	\$ 5,098.40	\$ 5,213.11
ET 6.3	Fortnightly	\$ 4,283.49	\$ 4,373.45	\$ 4,471.85	\$ 4,572.47
	APA	\$ 492.60	\$ 502.95	\$ 514.26	\$ 525.83
	Combined	\$ 4,776.09	\$ 4,876.39	\$ 4,986.11	\$ 5,098.30
ET 6.2	Fortnightly	\$ 4,188.81	\$ 4,276.77	\$ 4,373.00	\$ 4,471.39
	APA	\$ 481.71	\$ 491.83	\$ 502.89	\$ 514.21
	Combined	\$ 4,670.52	\$ 4,768.60	\$ 4,875.89	\$ 4,985.60
ET 6.1	Fortnightly	\$ 4,092.79	\$ 4,178.74	\$ 4,272.76	\$ 4,368.90
	APA	\$ 470.67	\$ 480.56	\$ 491.37	\$ 502.42
	Combined	\$ 4,563.46	\$ 4,659.29	\$ 4,764.13	\$ 4,871.32
ET 5.3	Fortnightly	\$ 3,804.75	\$ 3,884.65	\$ 3,972.05	\$ 4,061.42
	APA	\$ 437.55	\$ 446.73	\$ 456.79	\$ 467.06
	Combined	\$ 4,242.29	\$ 4,331.38	\$ 4,428.84	\$ 4,528.49
ET 5.2	Fortnightly	\$ 3,695.05	\$ 3,772.65	\$ 3,857.53	\$ 3,944.33
	APA	\$ 424.93	\$ 433.85	\$ 443.62	\$ 453.60
	Combined	\$ 4,119.98	\$ 4,206.50	\$ 4,301.15	\$ 4,397.92
ET 5.1	Fortnightly	\$ 3,584.18	\$ 3,659.45	\$ 3,741.79	\$ 3,825.98
	APA	\$ 412.18	\$ 420.84	\$ 430.31	\$ 439.99
	Combined	\$ 3,996.36	\$ 4,080.28	\$ 4,172.09	\$ 4,265.96



ET4.4	Fortnightly	\$ 3,475.69	\$ 3,548.68	\$ 3,628.52	\$ 3,710.16
	APA	\$ 399.70	\$ 408.10	\$ 417.28	\$ 426.67
	Combined	\$ 3,875.39	\$ 3,956.78	\$ 4,045.80	\$ 4,136.83
ET 4.3	Fortnightly	\$ 3,366.58	\$ 3,437.28	\$ 3,514.62	\$ 3,593.70
	APA	\$ 387.16	\$ 395.29	\$ 404.18	\$ 413.28
	Combined	\$ 3,753.74	\$ 3,832.57	\$ 3,918.80	\$ 4,006.98
ET 4.2	Fortnightly	\$ 3,186.78	\$ 3,253.70	\$ 3,326.91	\$ 3,401.76
	APA	\$ 366.48	\$ 374.18	\$ 382.59	\$ 391.20
	Combined	\$ 3,553.26	\$ 3,627.87	\$ 3,709.50	\$ 3,792.96
ET 4.1	Fortnightly	\$ 3,032.51	\$ 3,096.20	\$ 3,165.86	\$ 3,237.09
	APA	\$ 348.74	\$ 356.06	\$ 364.07	\$ 372.27
	Combined	\$ 3,381.25	\$ 3,452.26	\$ 3,529.93	\$ 3,609.36
ET 3.4	Fortnightly	\$ 2,978.17	\$ 3,040.71	\$ 3,109.12	\$ 3,179.08
	APA	\$ 342.49	\$ 349.68	\$ 357.55	\$ 365.59
	Combined	\$ 3,320.65	\$ 3,390.39	\$ 3,466.67	\$ 3,544.67
ET 3.3	Fortnightly	\$ 2,922.51	\$ 2,983.88	\$ 3,051.02	\$ 3,119.67
	APA	\$ 336.09	\$ 343.15	\$ 350.87	\$ 358.76
	Combined	\$ 3,258.60	\$ 3,327.03	\$ 3,401.89	\$ 3,478.43
ET 3.2	Fortnightly	\$ 2,812.35	\$ 2,871.41	\$ 2,936.02	\$ 3,002.08
	APA	\$ 323.42	\$ 330.21	\$ 337.64	\$ 345.24
	Combined	\$ 3,135.78	\$ 3,201.63	\$ 3,273.66	\$ 3,347.32
ET 3.1	Fortnightly	\$ 2,701.47	\$ 2,758.21	\$ 2,820.26	\$ 2,883.72
	APA	\$ 310.67	\$ 317.19	\$ 324.33	\$ 331.63
	Combined	\$ 3,012.14	\$ 3,075.40	\$ 3,144.60	\$ 3,215.35
ET 2.4	Fortnightly	\$ 2,591.49	\$ 2,645.91	\$ 2,705.45	\$ 2,766.32
	APA	\$ 298.02	\$ 304.28	\$ 311.13	\$ 318.13
	Combined	\$ 2,889.51	\$ 2,950.19	\$ 3,016.57	\$ 3,084.45
ET 2.3	Fortnightly	\$ 2,481.51	\$ 2,533.62	\$ 2,590.63	\$ 2,648.92
	APA	\$ 285.37	\$ 291.37	\$ 297.92	\$ 304.63
	Combined	\$ 2,766.88	\$ 2,824.99	\$ 2,888.55	\$ 2,953.54
ET 2.2	Fortnightly	\$ 2,370.66	\$ 2,420.44	\$ 2,474.90	\$ 2,530.59
	APA	\$ 272.63	\$ 278.35	\$ 284.61	\$ 291.02
	Combined	\$ 2,643.29	\$ 2,698.79	\$ 2,759.52	\$ 2,821.61
ET 2.1	Fortnightly	\$ 2,262.57	\$ 2,310.08	\$ 2,362.06	\$ 2,415.20
	APA	\$ 260.20	\$ 265.66	\$ 271.64	\$ 277.75
	Combined	\$ 2,522.76	\$ 2,575.74	\$ 2,633.69	\$ 2,692.95

ET 1.5	Fortnightly	\$ 2,219.69	\$ 2,266.31	\$ 2,317.30	\$ 2,369.44
	APA	\$ 255.26	\$ 260.63	\$ 266.49	\$ 272.49
	Combined	\$ 2,474.96	\$ 2,526.93	\$ 2,583.79	\$ 2,641.93
ET 1.4	Fortnightly	\$ 2,135.01	\$ 2,179.85	\$ 2,228.89	\$ 2,279.05
	APA	\$ 245.53	\$ 250.68	\$ 256.32	\$ 262.09
	Combined	\$ 2,380.54	\$ 2,430.53	\$ 2,485.22	\$ 2,541.14
ET 1.3	Fortnightly	\$ 2,033.23	\$ 2,075.93	\$ 2,122.64	\$ 2,170.40
	APA	\$ 233.82	\$ 238.73	\$ 244.10	\$ 249.60
	Combined	\$ 2,267.05	\$ 2,314.66	\$ 2,366.74	\$ 2,419.99
ET 1.2	Fortnightly	\$ 1,966.53	\$ 2,007.82	\$ 2,053.00	\$ 2,099.19
	APA	\$ 226.15	\$ 230.90	\$ 236.10	\$ 241.41
	Combined	\$ 2,192.68	\$ 2,238.72	\$ 2,289.10	\$ 2,340.60
ET 1.1	Fortnightly	\$ 1,918.52	\$ 1,958.81	\$ 2,002.88	\$ 2,047.95
	APA	\$ 220.63	\$ 225.26	\$ 230.33	\$ 235.51
	Combined	\$ 2,139.15	\$ 2,184.07	\$ 2,233.21	\$ 2,283.46

## Rail Infrastructure Workers

Classification			19 December 2018	19 December 2019	19 December 2020	19 December 2021
			2.10%	2.10%	2.25%	2.25%
CI 5.3	RIW 6	Fortnightly	\$ 4,092.06	\$ 4,177.99	\$ 4,271.99	\$ 4,368.11
		APA	\$ 470.59	\$ 480.47	\$ 491.28	\$ 502.33
		Combined	\$ 4,562.64	\$ 4,658.46	\$ 4,763.27	\$ 4,870.45
CI 5.2		Fortnightly	\$ 3,937.43	\$ 4,020.11	\$ 4,110.56	\$ 4,203.05
		APA	\$ 452.80	\$ 462.31	\$ 472.71	\$ 483.35
		Combined	\$ 4,390.23	\$ 4,482.42	\$ 4,583.28	\$ 4,686.40
CI 5.1		Fortnightly	\$ 3,849.26	\$ 3,930.10	\$ 4,018.52	\$ 4,108.94
		APA	\$ 442.67	\$ 451.96	\$ 462.13	\$ 472.53
		Combined	\$ 4,291.93	\$ 4,382.06	\$ 4,480.65	\$ 4,581.47
CI 4.3	RIW 5	Fortnightly	\$ 3,584.79	\$ 3,660.07	\$ 3,742.42	\$ 3,826.63
		APA	\$ 412.25	\$ 420.91	\$ 430.38	\$ 440.06
		Combined	\$ 3,997.04	\$ 4,080.98	\$ 4,172.80	\$ 4,266.69
CI 4.2		Fortnightly	\$ 3,365.71	\$ 3,436.39	\$ 3,513.70	\$ 3,592.76
		APA	\$ 387.06	\$ 395.18	\$ 404.08	\$ 413.17
		Combined	\$ 3,752.76	\$ 3,831.57	\$ 3,917.78	\$ 4,005.93
CI 4.1		Fortnightly	\$ 3,253.98	\$ 3,322.31	\$ 3,397.06	\$ 3,473.50
		APA	\$ 374.21	\$ 382.07	\$ 390.66	\$ 399.45
		Combined	\$ 3,628.19	\$ 3,704.38	\$ 3,787.73	\$ 3,872.95
CI 3.5	RIW 4	Fortnightly	\$ 3,143.13	\$ 3,209.13	\$ 3,281.34	\$ 3,355.17
		APA	\$ 361.46	\$ 369.05	\$ 377.35	\$ 385.84
		Combined	\$ 3,504.59	\$ 3,578.18	\$ 3,658.69	\$ 3,741.01
CI 3.3		Fortnightly	\$ 2,922.54	\$ 2,983.91	\$ 3,051.05	\$ 3,119.70
		APA	\$ 336.09	\$ 343.15	\$ 350.87	\$ 358.77
		Combined	\$ 3,258.63	\$ 3,327.06	\$ 3,401.92	\$ 3,478.47
CI 3.1		Fortnightly	\$ 2,701.47	\$ 2,758.21	\$ 2,820.26	\$ 2,883.72
		APA	\$ 310.67	\$ 317.19	\$ 324.33	\$ 331.63
		Combined	\$ 3,012.14	\$ 3,075.40	\$ 3,144.60	\$ 3,215.35

CI 2.4	RIW 3	Fortnightly	\$ 2,591.49	\$ 2,645.91	\$ 2,705.45	\$ 2,766.32
		APA	\$ 298.02	\$ 304.28	\$ 311.13	\$ 318.13
		Combined	\$ 2,889.51	\$ 2,950.19	\$ 3,016.57	\$ 3,084.45
CI 2.2		Fortnightly	\$ 2,370.67	\$ 2,420.45	\$ 2,474.91	\$ 2,530.60
		APA	\$ 272.63	\$ 278.35	\$ 284.62	\$ 291.02
		Combined	\$ 2,643.30	\$ 2,698.81	\$ 2,759.53	\$ 2,821.62
CI 2.1		Fortnightly	\$ 2,262.59	\$ 2,310.10	\$ 2,362.08	\$ 2,415.23
		APA	\$ 260.20	\$ 265.66	\$ 271.64	\$ 277.75
		Combined	\$ 2,522.78	\$ 2,575.76	\$ 2,633.72	\$ 2,692.98
CI1.5	RIW 2	Fortnightly	\$ 2,219.71	\$ 2,266.32	\$ 2,317.31	\$ 2,369.45
		APA	\$ 255.27	\$ 260.63	\$ 266.49	\$ 272.49
		Combined	\$ 2,474.97	\$ 2,526.95	\$ 2,583.80	\$ 2,641.94
CI 1.4		Fortnightly	\$ 2,135.04	\$ 2,179.88	\$ 2,228.93	\$ 2,279.08
		APA	\$ 245.53	\$ 250.69	\$ 256.33	\$ 262.09
		Combined	\$ 2,380.57	\$ 2,430.57	\$ 2,485.25	\$ 2,541.17
CI 1.3		Fortnightly	\$ 2,033.26	\$ 2,075.96	\$ 2,122.67	\$ 2,170.43
		APA	\$ 233.82	\$ 238.74	\$ 244.11	\$ 249.60
		Combined	\$ 2,267.09	\$ 2,314.69	\$ 2,366.77	\$ 2,420.03
CI 1.2	RIW 1	Fortnightly	\$ 1,966.53	\$ 2,007.82	\$ 2,053.00	\$2,099.19
		APA	\$ 226.15	\$ 230.90	\$ 236.10	\$ 241.41
		Combined	\$ 2,192.68	\$ 2,238.72	\$ 2,289.10	\$ 2,340.60

## Electrical Control Operators

Classification		19 December 2018	19 December 2019	19 December 2020	19 December 2021
		2.10%	2.10%	2.25%	2.25%
ET 4.3	Fortnightly	\$ 3,366.58	\$ 3,437.28	\$ 3,514.62	\$ 3,593.70
	APA	\$ 572.32	\$ 584.34	\$ 597.49	\$ 610.93
	Combined	\$ 3,938.90	\$ 4,021.62	\$ 4,112.11	\$ 4,204.63
ET 4.2	Fortnightly	\$ 3,186.78	\$ 3,253.70	\$ 3,326.91	\$ 3,401.76
	APA	\$ 541.75	\$ 553.13	\$ 565.57	\$ 578.30
	Combined	\$ 3,728.53	\$ 3,806.83	\$ 3,892.48	\$ 3,980.06
ET 4.1	Fortnightly	\$ 3,032.51	\$ 3,096.20	\$ 3,165.86	\$ 3,237.09
	APA	\$ 515.53	\$ 526.35	\$ 538.20	\$ 550.31
	Combined	\$ 3,548.04	\$ 3,622.55	\$ 3,704.06	\$ 3,787.40

## Mechanised Production Resurfacing – Shift Count Arrangements

Classification	19 December 2018			19 December 2019			19 December 2020			19 December 2021		
	2.10%			2.10%			2.25%			2.25%		
	Total annual wage	Fortnightly	Annual base salary hourly rate	Total annual wage	Fortnightly	Annual base salary hourly rate	Total annual wage	Fortnightly	Annual base salary hourly rate	Total annual wage	Fortnightly	Annual base salary hourly rate
CI 2.1	\$106,300.68	\$4,088.49	\$53.80	\$108,532.99	\$4,174.35	\$54.93	\$109,931.98	\$4,228.15	\$55.63	\$112,405.44	\$4,323.29	\$56.89
CI 2.2	\$111,168.88	\$4,275.73	\$56.26	\$113,503.42	\$4,365.52	\$57.44	\$114,973.35	\$4,422.05	\$58.18	\$117,560.25	\$4,521.55	\$59.49
CI 2.4	\$121,114.03	\$4,658.23	\$61.29	\$123,657.43	\$4,756.05	\$62.58	\$125,272.28	\$4,818.16	\$63.40	\$128,090.90	\$4,926.57	\$64.82
CI 3.1	\$126,067.30	\$4,848.74	\$63.80	\$128,714.71	\$4,950.57	\$65.14	\$130,401.74	\$5,015.45	\$65.99	\$133,335.78	\$5,128.30	\$67.48
CI 3.3	\$136,023.49	\$5,231.67	\$68.84	\$138,879.98	\$5,341.54	\$70.28	\$140,712.10	\$5,412.00	\$71.21	\$143,878.12	\$5,533.77	\$72.81
CI 3.5	\$145,958.07	\$5,613.77	\$73.87	\$149,023.19	\$5,731.66	\$75.42	\$151,000.08	\$5,807.70	\$76.42	\$154,397.58	\$5,938.37	\$78.14
ET 2.1	\$106,300.22	\$4,088.47	\$53.80	\$108,532.53	\$4,174.33	\$54.93	\$109,931.50	\$4,228.13	\$55.63	\$112,404.96	\$4,323.27	\$56.89
ET 2.2	\$111,168.42	\$4,275.71	\$56.26	\$113,502.95	\$4,365.50	\$57.44	\$114,972.87	\$4,422.03	\$58.18	\$117,559.76	\$4,521.53	\$59.49
ET 2.3	\$116,160.77	\$4,467.72	\$58.79	\$118,600.14	\$4,561.54	\$60.02	\$120,142.81	\$4,620.88	\$60.80	\$122,846.02	\$4,724.85	\$62.17
ET 2.4	\$121,114.03	\$4,658.23	\$61.29	\$123,657.43	\$4,756.05	\$62.58	\$125,272.28	\$4,818.16	\$63.40	\$128,090.90	\$4,926.57	\$64.82
ET 3.1	\$126,067.30	\$4,848.74	\$63.80	\$128,714.71	\$4,950.57	\$65.14	\$130,401.74	\$5,015.45	\$65.99	\$133,335.78	\$5,128.30	\$67.48
ET 3.2	\$131,061.03	\$5,040.81	\$66.33	\$133,813.31	\$5,146.67	\$67.72	\$135,573.11	\$5,214.35	\$68.61	\$138,623.51	\$5,331.67	\$70.15
ET 3.3	\$136,022.11	\$5,231.62	\$68.84	\$138,878.57	\$5,341.48	\$70.28	\$141,091.70	\$5,426.60	\$71.40	\$144,266.26	\$5,548.70	\$73.01
ET 3.4	\$138,528.63	\$5,328.02	\$70.11	\$141,437.73	\$5,439.91	\$71.58	\$143,687.38	\$5,526.44	\$72.72	\$146,920.35	\$5,650.78	\$74.35
ET 4.1	\$141,356.76	\$5,436.80	\$71.54	\$144,325.25	\$5,550.97	\$73.04	\$146,222.11	\$5,623.93	\$74.00	\$149,512.11	\$5,750.47	\$75.66
ET 4.2	\$148,304.30	\$5,704.01	\$75.05	\$151,418.69	\$5,823.80	\$76.63	\$153,416.79	\$5,900.65	\$77.64	\$156,868.67	\$6,033.41	\$79.39
ET 4.3	\$156,402.33	\$6,015.47	\$79.15	\$159,686.77	\$6,141.80	\$80.81	\$161,802.89	\$6,223.19	\$81.88	\$165,443.45	\$6,363.21	\$83.73
ET 4.4	\$161,316.05	\$6,204.46	\$81.64	\$164,703.68	\$6,334.76	\$83.35	\$166,891.40	\$6,418.90	\$84.46	\$170,646.46	\$6,563.33	\$86.36

## Mechanised Production Ballast Cleaning Production and Plant Performance & Reliability – Shift Count Arrangements


Classification	19 December 2018			19 December 2019			19 December 2020			19 December 2021		
	2.10%			2.10%			2.25%			2.25%		
	Total annual wage	Fortnightly	Annual base salary hourly rate	Total annual wage	Fortnightly	Annual base salary hourly rate	Total annual wage	Fortnightly	Annual base salary hourly rate	Total annual wage	Fortnightly	Annual base salary hourly rate
CI 2.1	\$108,608.35	\$4,177.24	\$54.96	\$110,889.13	\$4,264.97	\$56.12	\$112,067.22	\$4,310.28	\$56.71	\$114,588.73	\$4,407.26	\$57.99
CI 2.2	\$113,586.80	\$4,368.72	\$57.48	\$115,972.12	\$4,460.47	\$58.69	\$117,210.60	\$4,508.10	\$59.32	\$119,847.84	\$4,609.53	\$60.65
CI 2.4	\$123,757.18	\$4,759.89	\$62.63	\$126,356.08	\$4,859.85	\$63.95	\$127,717.92	\$4,912.23	\$64.63	\$130,591.58	\$5,022.75	\$66.09
CI 3.1	\$128,822.62	\$4,954.72	\$65.19	\$131,527.89	\$5,058.77	\$66.56	\$132,951.18	\$5,113.51	\$67.28	\$135,942.58	\$5,228.56	\$68.80
CI 3.3	\$139,004.28	\$5,346.32	\$70.35	\$141,923.37	\$5,458.59	\$71.82	\$143,470.17	\$5,518.08	\$72.61	\$146,698.24	\$5,642.24	\$74.24
CI 3.5	\$149,163.85	\$5,737.07	\$75.49	\$152,296.29	\$5,857.55	\$77.07	\$153,966.32	\$5,921.78	\$77.92	\$157,430.56	\$6,055.02	\$79.67
ET 2.1	\$108,607.88	\$4,177.23	\$54.96	\$110,888.65	\$4,264.95	\$56.12	\$112,066.73	\$4,310.26	\$56.71	\$114,588.23	\$4,407.24	\$57.99
ET 2.2	\$113,586.33	\$4,368.70	\$57.48	\$115,971.64	\$4,460.45	\$58.69	\$117,210.11	\$4,508.08	\$59.32	\$119,847.34	\$4,609.51	\$60.65
ET 2.3	\$118,691.74	\$4,565.07	\$60.07	\$121,184.26	\$4,660.93	\$61.33	\$122,484.67	\$4,710.95	\$61.99	\$125,240.57	\$4,816.95	\$63.38
ET 2.4	\$123,757.18	\$4,759.89	\$62.63	\$126,356.08	\$4,859.85	\$63.95	\$127,717.92	\$4,912.23	\$64.63	\$130,591.58	\$5,022.75	\$66.09
ET 3.1	\$128,822.62	\$4,954.72	\$65.19	\$131,527.89	\$5,058.77	\$66.56	\$132,951.18	\$5,113.51	\$67.28	\$135,942.58	\$5,228.56	\$68.80
ET 3.2	\$133,929.44	\$5,151.13	\$67.78	\$136,741.96	\$5,259.31	\$69.20	\$138,227.19	\$5,316.43	\$69.95	\$141,337.30	\$5,436.05	\$71.53
ET 3.3	\$139,002.87	\$5,346.26	\$70.35	\$141,921.93	\$5,458.54	\$71.82	\$143,468.71	\$5,518.03	\$72.61	\$146,696.75	\$5,642.18	\$74.24
ET 3.4	\$141,566.16	\$5,444.85	\$71.64	\$144,539.05	\$5,559.19	\$73.15	\$146,116.92	\$5,619.88	\$73.95	\$149,404.55	\$5,746.33	\$75.61
ET 4.1*	\$144,069.25	\$5,541.13	\$72.91	\$147,094.71	\$5,657.49	\$74.44	\$148,702.94	\$5,719.34	\$75.25	\$152,048.75	\$5,848.03	\$76.95
ET 4.2*	\$151,174.13	\$5,814.39	\$76.51	\$154,348.78	\$5,936.49	\$78.11	\$156,043.20	\$6,001.66	\$78.97	\$159,554.17	\$6,136.70	\$80.75
ET 4.3*	\$159,455.55	\$6,132.91	\$80.70	\$162,804.11	\$6,261.70	\$82.39	\$164,598.98	\$6,330.73	\$83.30	\$168,302.46	\$6,473.17	\$85.17
ET 4.4*	\$164,480.55	\$6,326.17	\$83.24	\$167,934.64	\$6,459.02	\$84.99	\$169,790.46	\$6,530.40	\$85.93	\$173,610.74	\$6,677.34	\$87.86
<i>*These pay points are relevant to Plant Maintenance Planners at ET4</i>												
ET 4.1	\$144,449.72	\$5,555.76	\$73.10	\$147,483.16	\$5,672.43	\$74.64	\$149,083.96	\$5,734.00	\$75.45	\$152,438.35	\$5,863.01	\$77.14
ET 4.2	\$151,554.59	\$5,829.02	\$76.70	\$154,737.24	\$5,951.43	\$78.31	\$156,424.22	\$6,016.32	\$79.16	\$159,943.77	\$6,151.68	\$80.94
ET 4.3	\$159,836.01	\$6,147.54	\$80.89	\$163,192.57	\$6,276.64	\$82.59	\$164,980.01	\$6,345.38	\$83.49	\$168,692.06	\$6,488.16	\$85.37
ET 4.4	\$164,861.01	\$6,340.81	\$83.43	\$168,323.09	\$6,473.97	\$85.18	\$170,171.48	\$6,545.06	\$86.12	\$174,000.34	\$6,692.32	\$88.06

## Infrastructure Delivery Track Construction – Shift Count Arrangements

Classification	19 December 2018			19 December 2019			19 December 2020			19 December 2021		
	2.10%			2.10%			2.25%			2.25%		
	Total annual wage	Fortnightly	Annual base salary hourly rate	Total annual wage	Fortnightly	Annual base salary hourly rate	Total annual wage	Fortnightly	Annual base salary hourly rate	Total annual wage	Fortnightly	Annual base salary hourly rate
CI 2.1	\$107,674.03	\$4,141.31	\$54.49	\$109,935.18	\$4,228.28	\$55.64	\$111,513.52	\$4,288.98	\$56.43	\$114,022.57	\$4,385.48	\$57.70
CI 2.2	\$112,581.55	\$4,330.06	\$56.97	\$114,945.76	\$4,420.99	\$58.17	\$116,604.13	\$4,484.77	\$59.01	\$119,227.72	\$4,585.68	\$60.34
CI 2.4	\$122,607.05	\$4,715.66	\$62.05	\$125,181.80	\$4,814.68	\$63.35	\$127,003.64	\$4,884.76	\$64.27	\$129,861.22	\$4,994.66	\$65.72
CI 3.1	\$127,980.80	\$4,922.34	\$64.77	\$130,668.39	\$5,025.71	\$66.13	\$132,564.23	\$5,098.62	\$67.09	\$135,546.92	\$5,213.34	\$68.60
CI 3.3	\$138,017.42	\$5,308.36	\$69.85	\$140,915.79	\$5,419.84	\$71.31	\$142,975.28	\$5,499.05	\$72.36	\$146,192.23	\$5,622.78	\$73.98
CI 3.5	\$148,032.26	\$5,693.55	\$74.92	\$151,140.94	\$5,813.11	\$76.49	\$153,363.74	\$5,898.61	\$77.61	\$156,814.42	\$6,031.32	\$79.36



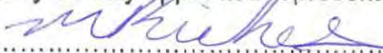
Signed on behalf of **Aurizon Operations** )  
Limited by its duly appointed representative )

  
.....  
Representative

Mitch Patterson, Manager ER  
Name, Title of Representative (print)

100 Brookers St  
FORTITUDE VALLEY QLD 4006  
Address


Signed on behalf of **Aurizon Network Pty** )  
Ltd by its duly appointed representative )

  
.....  
Representative

MICHAEL RICHES G.E NETWORK  
Name, Title of Representative (print)

900 ANN ST  
FORTITUDE VALLEY QLD 4006  
Address

Signed on behalf of employees by an )  
employee covered by the Agreement )

  
.....  
Representative

Duncan Brian Bolemaker/op  
Name, Title of Representative (print)

2 Drake Drive Paget.  
Mackay 4740.  
Address

  
.....  
Witness


Jamie Lemon, A/Paget  
Name, Title of Witness (print)

26 April 2019  
Date

  
.....  
Witness

MICHAEL FREEMAN SAFETY & HR  
Name, Title of Witness (print)

29 APRIL 2019  
Date

  
.....  
Witness

RICHARD MAYNE FITTER/OPERATOR  
Name, Title of Witness (print)

26.04.2019  
Date



IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2019/433

Aurizon Infrastructure Enterprise Agreement 2019

Applicant:

Aurizon Operations Limited and Aurizon Network Pty Ltd (collectively Aurizon)

Written undertakings under section 190 of the *Fair Work Act 2009*

Dear Registrar,

I, Mitch Patterson, Manager Employee Relations for Aurizon Operations Pty Ltd ("Aurizon") give the following undertakings with respect to the Aurizon Infrastructure Enterprise Agreement 2019 ("the Agreement"):

1. I have the authority given to me by Aurizon to provide these undertakings in relation to the application before the Fair Work Commission.
2. In relation to clause 8.4 of the Agreement, if a part-time employee works hours in excess of the agreed hours for that part-time employee, Aurizon undertakes to apply the applicable overtime rates under the Agreement for all hours worked by a part-time employee in excess of the part-time employee's agreed hours.
3. Subject to the limitations in section 123 of the *Fair Work Act 2009* (Cth), Aurizon undertakes to ensure that any employee whose employment is terminated in accordance with clauses 10.8 and 10.9 of the Agreement will be paid notice of termination in accordance with clauses 10.3 and 10.4 of the Agreement.
4. In applying clauses 38.1 and 38.2 of the Agreement, Aurizon undertakes to secure the specific authorisation of an employee before making a deduction from an amount payable to the employee.
5. Aurizon undertakes to pay school-based apprentices a percentage of the applicable ET2.1 rate under the Agreement in accordance with the relevant percentages outlined in clause 42.8 of the Agreement as opposed to the wage rates reflected in clause B.3 of Schedule B to the *Rail Industry Award 2010*. Aurizon otherwise undertakes to apply the terms and conditions of the Agreement to school-based apprentices (pro-rated where appropriate).
6. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

For and on behalf of each Aurizon employer entity:

A handwritten signature in black ink, appearing to be 'M. P. S.', with a long horizontal stroke extending to the right.

Signature

9 May 2019

Date