



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Aurizon Operations Pty Ltd T/A Aurizon**  
(AG2018/5530)

## **AURIZON STAFF ENTERPRISE AGREEMENT 2018**

Rail industry

COMMISSIONER HARPER-GREENWELL

MELBOURNE, 30 JANUARY 2019

*Application for approval of the Aurizon Staff Enterprise Agreement 2018.*

[1] An application has been made for approval of an enterprise agreement known as the *Aurizon Staff Enterprise Agreement 2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Aurizon Operations Pty Ltd T/A Aurizon. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] 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. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in Section 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[4] The Australian Rail, Tram and Bus Industry Union; “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union (AMWU); The Association of Professional Engineers, Scientists and Managers, Australia and Australian Municipal, Administrative, Clerical and Services Union 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.

[5] The Agreement was approved on 30 January 2019 and, in accordance with s.54, will operate from 6 February 2019. The nominal expiry date of the Agreement is 30 January 2023.



COMMISSIONER

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**Annexure A  
IN THE FAIR WORK COMMISSION**

**FWC Matter No.:**

AG2018/5530 Aurizon Staff Enterprise Agreement 2018

**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 Staff Enterprise Agreement 2018 ("**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. Aurizon will apply subclause 11.8 of the Agreement in a manner consistent with s.119(2) of the *Fair Work Act 2009* (Cth) ("**the FW Act**"). Specifically, employees who:
  - a) commence employment after the Commencement Date of the Agreement; and
  - b) subsequently have their employment terminated by reason of redundancy; and
  - c) have completed at least 1 year but less than 2 years' continuous service,will be paid 4 weeks' redundancy pay at the base rate of pay.
3. In respect of subclause 11.12 of the Agreement, employees who:
  - a) by reason of a restructure, have transferred to a classification with a lower base rate of pay; and
  - b) Aurizon has reduced the employee's base rate of pay to the new classification rate; and
  - c) at the time of the transfer, have completed at least 1 year but less than 2 years' continuous service,will be paid an allowance of 4 weeks' pay calculated at the difference between their former base rate of pay and the lower base rate of pay.
4. Subclause 17.1 of the Agreement provides that a Shift Worker will accrue 190 hours of annual leave per year. This clause is intended to provide for 5 weeks of paid annual leave per year for a Shift Worker consistent with section 87(1)(b) of the FW Act, and Aurizon undertakes to apply this subclause in accordance with section 87(1)(b) of the FW Act.
5. Subclause 17.2 of the Agreement provides that all other employees (that is, employees other than Shift Workers and casual employees) will accrue 152 hours of annual leave per year. This clause is intended to provide for 4 weeks of paid annual leave per year consistent with section 87(1)(a) of the FW Act, and Aurizon

undertakes to apply this subclause in accordance with section 87(1)(a) of the FW Act.

6. Subclause 22.1 of the Agreement provides that an employee (except casuals) accrue personal / carer's leave at the rate of 76 hours per year. This clause is intended to provide for 10 days' personal / carer's leave per year consistent with section 96 of the FW Act, and Aurizon undertakes to apply this subclause in accordance with section 96 of the FW Act.
7. 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:

  
\_\_\_\_\_

**Signature**

14/01/2019  
\_\_\_\_\_

**Date**



**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 STAFF ENTERPRISE AGREEMENT 2018



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## 1. TITLE

1.1. The title of this Agreement is the Aurizon Staff Enterprise Agreement 2018.

## 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 commenced to operate.

## 3. COVERAGE

3.1. This Agreement covers and applies to Aurizon Operations Limited and Aurizon Network Pty Ltd and any employees of those companies working in Queensland in a classification contained in this Agreement.

3.2. This Agreement does not cover or apply to any employee who is engaged on a temporary employment basis as part of a graduate development or cadetship programme.

3.3. This Agreement does not cover any employee engaged in a position where Aurizon has determined that a trade qualification is mandatory.

## 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:

<b>Term/Abbreviation</b>	<b>Meaning</b>
Act	Means the <i>Fair Work Act 2009 (Cth)</i> .
Agreement	Means this enterprise agreement which is titled the Aurizon Staff Enterprise Agreement 2018.
“Aurizon” or “the Company”	Means Aurizon Operations Limited or Aurizon Network Pty Ltd.
Average hours	Means the relevant 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.
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.
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, former de facto spouse or same sex partner)</li> <li>▪ a child (including an adult child, adopted child, foster child, or step child of an employee or an employee's spouse)</li> <li>▪ a parent, grandparent, grandchild or sibling of an employee or an employee's spouse.</li> </ul> <p>Immediate family also includes a household member as defined above.</p> <p>In the case of compassionate leave for a bereavement only, 'immediate family' also includes an employee's step-parent, step-sibling or half-sibling.</p>
Meal Period	Means any of the following periods: 0700-0900, 1200-1400 and 1700-1900.
NES	Means the National Employment Standards in the Act. Note: An employee, who is covered by a modern award and who, for the purposes of the NES, is defined or described by that award as a shift worker is, under this Agreement, a shift worker for the purposes of the NES.
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 off (RDO)	Means either: <ul style="list-style-type: none"> <li>• a period of 30 consecutive hours off duty; or</li> <li>• a period of 24 consecutive hours off duty immediately following another RDO; and</li> </ul> <p>which the Company has designated as an RDO.</p>



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 calendar year; and</li> <li>○ Ordinary hours rostered on at least 1 public holiday each calendar year.</li> </ul> </li> <li>• Or any employee otherwise deemed to be a Shift Worker by the Company in its discretion and in writing.</li> </ul>
Stand-alone overtime	Means overtime that is not continuous with the start or end of a rostered shift.

## 6. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

### The Company to notify

6.1. Where the Company has made a definite decision to introduce major changes in:

- production,
- program,
- organisation,
- structure,
- technology; or
- the use of contractors

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

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

### The Company to discuss change

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

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

### **Change to regular roster or ordinary hours of work**

- 6.6. Where the Company proposes to introduce a change to the regular roster or ordinary hours of work of employees, the Company must notify the relevant employees of the proposed change.
- 6.7. The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 6.8. If:
  - 6.8.1. relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - 6.8.2. the employee or employees advise the employer of the identity of the representative;The Company must recognise the representative.
- 6.9. As soon as practicable after proposing to introduce the change, the Company must:
  - 6.9.1. discuss with the relevant employees the introduction of the change; and
  - 6.9.2. for the purposes of the discussion, provide to the relevant employees:
    - all relevant information about the change, including the nature of the change; and
    - information about what the Company reasonably believes will be the effects of the change on the employees; and
    - information about any other matters that the Company reasonably believes are likely to affect the employees; and
  - 6.9.3. invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 6.10. However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 6.11. The Company must give prompt and genuine consideration to matters raised about the change by the relevant employees.

- 6.12. In this clause, relevant employees mean the employees who may be affected by a change referred to in subclause 6.6.

## **7. DISPUTE RESOLUTION**

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

## **8. TYPES OF EMPLOYMENT**

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

### **Full-time employment**

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

### **Part-time employment**

- 8.3. A part-time employee is an employee who:
- is engaged to work an average of fewer than 38 Ordinary hours per week; and
  - receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
- 8.4. A part-time employee may agree to work hours in excess of the agreed hours. The 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 may be employed on a full-time or part-time basis.
- 8.8. Temporary employees will only be engaged for a specified period for purposes including project work, peak or short term additional workload, unplanned absences or extended absences.
- 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.

## **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:
  - be about matters that would be permitted matters if the arrangement was an enterprise agreement; and
  - not include a term that would be an unlawful term if the agreement was an enterprise agreement.
- 9.3. Any IFA must result 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:
  - by the employee and the Company; and
  - 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:
  - on 28 days' written notice given by the Company or the employee; or

- by the employee and the Company, at any time, if they agree in writing to the termination.

9.7. An IFA can be reached between the Company and an individual employee in relation to any clause of this Agreement except for those clauses in Part 1 and this clause.

## **10. TERMINATION OF EMPLOYMENT**

### **Notice by the Company**

10.1. Notice of termination is as provided for in the NES.

10.2. The minimum period of notice that must be given by the employer is below:

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

10.3. The period of notice will increase by 1 week if the employee is over 45 years old and has completed at least 2 years of continuous service with the employer at the end of the day the notice is given.

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

10.4. Unless agreed otherwise by the Company and an employee, the minimum notice of termination required to be given by an employee is two weeks.

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

### **Job search entitlement**

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

### **Abandonment of Employment**

10.7. 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.

10.8. If after a further 5 days the employee has not confirmed their intention to continue employment the employee will have abandoned (terminated) their employment at the end of the fifth day.

## **Payment on termination**

10.9. Subject to this Agreement upon termination employees will be paid:

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

## **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 position which is suitable given the employee's skill base, competence and experience or is suitable after the provision of appropriate training and such training is provided by the Company at no cost to the employee; and
- which attracts the same or no less favourable terms and conditions of employment overall; and
- is a position elsewhere within the Company; or
- is a position with another related entity to the Company; or
- is a position with an unrelated entity.

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

11.3. The Company shall implement reasonable retraining, transfer, redeployment, job swaps 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 programme.

### **No forced relocation**

11.5. An employee will not be forced to relocate from their home location to an alternate home location.

11.6. For the purposes of this subclause, "relocation" occurs when the move to the new location would reasonably require the employee to change their place of residence.

## **Redundancy pay for existing employees**

11.7. 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:

- For service up to and including 10 years – four weeks' pay at the base rate of pay for each year of service.
- For each year of service in excess of 10 years – three weeks' pay at the base rate of pay for each year of service.
- The maximum payment for redundancy pay is 124 weeks at the base rate of pay.

## **Redundancy pay for new employees**

11.8. 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:

- Three weeks' pay at the base rate of pay for each completed year of service.
- The maximum payment for redundancy pay is 52 weeks at the base rate of pay.

## **Pro-rata service**

11.9. An employee with:

- one or more periods of part-time employment; and/or
- one or more periods of leave without pay

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

## **Transfer to lower base rate of pay**

11.10. Where, by reason of a restructure, an employee is transferred to a classification with a lower base rate of pay, the Company may reduce the base rate of pay of the employee to that of the new classification.

11.11. Prior to reducing the employee's base rate of pay the Company will provide the same period of notice as the employee would have been entitled to if the employment had been terminated. The Company may make payment instead of providing the period of notice. The payment will be an amount equal to the difference between the former base rate of pay and the lower base rate of pay for the number of weeks of notice still owing.

11.12. Employees whose base rate has been reduced in accordance with the foregoing subclause shall be paid an allowance of 3 weeks for each completed year of service (to a maximum payment of 104 weeks) calculated at the difference between the former base rate of pay and the lower base rate of pay.

## **Employee leaving during notice period**

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

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

12.1. Subject to the types of employment clause, the Ordinary hours of work for full-time employees are an average of 38 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

- Ordinary hours; or
- overtime hours; or
- 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 (including a stand-alone overtime shift) of fewer than 6 hours unless agreed 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 ordinary hours worked on a Saturday.

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.

### **Rosters**

12.7. 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.

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

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

12.9. Rosters may include reasonable overtime.



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

12.10. 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**

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

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

12.13. If an employee's next ordinary shift follows

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

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

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

12.14. 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.

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

12.15. The start and finish times of each of the employee's RDOs must be shown in the roster. The start and finish times of an RDO shown in the roster cannot be changed other than:

- by the agreement of the affected employee; or
- by the implementation of a new roster in accordance with this Agreement.

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

12.16. An employee will not be required to work stand-alone overtime on an RDO unless the employee agrees.

12.17. An employee may be required to work overtime on an RDO provided:

- The overtime is continuous with the start or end of a rostered shift; and
- The overtime is no longer than two hours (unless the employee agrees to a longer period).

## Payment for overtime worked on an RDO

12.18. Overtime worked on an RDO will be paid no later than the pay fortnight following the pay fortnight in which the overtime was worked.

## Implementation of a new roster

12.19. 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.

## Start and finish locations

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

12.21. 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.

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

- during rostered hours – without loss of Ordinary hours pay; or
- outside of rostered hours – up to 8 hours pay at ordinary time; or
- outside of rostered hours on a weekend – up to 8 hours' pay at ordinary time plus the relevant weekend loading.

## Starting a shift later

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

<b>Period between notice of later start time and the original start time of the shift</b>	<b>Allowance (at the rate applicable to the 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

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

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

in addition to the base rate of pay the employee will be paid an allowance for all Ordinary hours worked earlier than the original rostered start time equal to 100% of the employee's base rate of pay.

## **13. BREAKS**

### **Meal breaks**

- 13.1. 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.
- 13.2. 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.
- 13.3. The above subclause does not apply in the following circumstances:
  - employees who, as a result of their work are required to maintain continuity of work; or
  - the 30 minute meal break is paid; or
  - the Company and the majority of affected employees agree that the unpaid meal break will be taken after 5.5 hours of work.

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

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

### **Rest breaks**

- 13.6. 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.

## **14. OVERTIME**

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

### **Overtime - general**

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

### **Overtime - payment**

- 14.4. All overtime is calculated on the employee's base rate of pay.

- 14.5. Subject to the subclauses below, each time overtime is worked it will be paid at the rate of time and a half of the base rate of pay for the first 3 hours and double time thereafter.
- 14.6. Overtime worked on a Sunday will be paid at double the base rate of pay.
- 14.7. Any employee on a roster in which at least 30% of their Ordinary hours attracts either shift loading or weekend loading will be paid overtime at double the base rate of pay.

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

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

### **Cancellation of overtime**

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

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

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

## 15. SHIFT LOADING

15.1. Subject to the following subclauses, 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 this Agreement</b>	23.5% of the base rate of pay
<b>From the second anniversary of this Agreement</b>	21.5% of the base rate of pay
<b>From the third anniversary of this Agreement</b>	20% of the base rate of pay

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

## 16. PAYMENT OF WAGES

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

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

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

16.2. 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.

## 17. ANNUAL LEAVE

### **Accrual of annual leave**

17.1. A Shift Worker will accrue 190 hours of annual leave per year

17.2. All other employees will accrue 152 hours of annual leave per year.

17.3. Annual leave accrues progressively during a year and accumulates from year to year.

17.4. Casual employees do not accrue annual leave.

17.5. Employees do not accrue annual leave during periods of unpaid absence.

### **Taking annual leave**

17.6. 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; or
- an employee has cashed out the annual leave.

- 17.7. 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.
- 17.8. 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.
- 17.9. Where it is reasonable to do so the Company may direct an employee to take annual leave provided that the employee is given at least 28 days' notice of the commencement of the annual leave. An employee and the Company may agree to a shorter notice period.
- 17.10. Subject to agreement between the Company and the employee annual leave may be taken in advance.

### **Payment of annual leave**

- 17.11. For each Ordinary hour of annual leave taken employees will be paid at their base rate of pay.
- 17.12. Each Ordinary hour of annual leave taken will be deducted from an employee's accrual.
- 17.13. Employees will receive an annual leave loading of 17.5% of the base rate of pay. Employees entitled to 190 hours of annual leave per year will receive an annual leave loading of 20% of the base rate of pay.
- 17.14. 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**

- 17.15. At times designated by the Company or in conjunction with a period of annual leave an employee with 12 or more months' service may with the agreement of the Company cash out a portion of their accrued annual leave.
- 17.16. Each agreement to cash out annual leave must be in writing.
- 17.17. After cashing out annual leave the employee must have an annual leave accruals balance of no less than one year's accruals for that employee.
- 17.18. 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**

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

- 17.19.1. the employee's supervisor is promptly notified of the circumstances during the period of the illness and the approximate duration of the illness, and
  - 17.19.2. the period of illness exceeds 3 rostered shifts; and
  - 17.19.3. evidence of the illness is supplied, consistent with the evidence requirements of the personal / carer's leave clause.
- 17.20. 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).

## **18. LONG SERVICE LEAVE**

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

- 18.1. Employees accrue 345.8 hours of long service leave on completion of 7 years' continuous service.
- 18.2. For any continuous service beyond 7 years, employees will accrue long service leave at the rate of 49.4 hours per year.
- 18.3. Employees will not accrue long service leave during any period of unpaid absence.
- 18.4. For casual employees, service remains continuous provided the casual employee is re-engaged on a casual or other (e.g. fixed-term or permanent) basis within 3 calendar months of the date of the termination of employment.
- 18.5. The entitlement to long service leave for casual employees is determined by the following:
  - Upon 7 years' continuous service the employee's total aggregated hours divided by 13 832 (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).
  - After 7 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.
  - A casual employee may only access their accrued long service leave upon 7 years of continuous service.

### **Taking long service leave**

- 18.6. Long service leave is "taken" where:
  - an employee does not work the Ordinary hours for which the employee was rostered because of the approved long service leave; or
  - an employee has cashed out the long service leave; or
  - the employee has salary sacrificed the long service leave.

- 18.7. 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.
- 18.8. 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.
- 18.9. Where it is reasonable to do so the Company may direct an employee to take long service leave provided that the employee is given at least 3 months' notice of the commencement of the long service leave; and
- the employee has not been refused a requested period of long service leave greater than 1 week in the previous 12 months; or
  - the employee has not provided notice of intention to retire or resign as at any time in the following 12 months; and
  - the direction to take leave would not result in the employee having a long service leave balance below 170 hours.

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

- 18.10. Employees will be paid for each Ordinary hour of long service leave at the base rate of pay.
- 18.11. Each Ordinary hour of long service leave taken will be deducted from an employee's accrual.
- 18.12. 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.

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

- 18.13. Employees with 7 or more years of service may apply to cash out a portion of their accrued long service leave under the following conditions:
- the application will be in writing.
  - employees must have at least 170 hours of long service leave remaining after they have cashed out a portion of their long service leave.

## **19. SHUTDOWN**

- 19.1. 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.
- 19.2. 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.
- 19.3. Full-time, part-time and temporary employees who are directly affected by the shutdown and who have not accrued sufficient paid leave may, during the shutdown



period, take annual leave in advance. Provided that the Company may withhold from the employee's termination pay an amount up to the equivalent of any negative annual leave balance arising from this subclause.

19.4. 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.

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

## **20. PUBLIC HOLIDAYS**

### **Applicable public holidays**

20.1. The following public holidays will apply:

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

### **Substituting public holidays**

20.2. 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 subclause above. For the relevant employees this subclause will not apply to the public holiday but will apply to the substitute day.

### **Payment for public holidays**

20.3. 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.

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

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

- 20.5.1. at ordinary time for all ordinary hours rostered for the day; plus
- 20.5.2. at 150% of the base rate of pay for the hours actually worked; plus
- 20.5.3. any applicable shift loading or weekend work loading.
- 20.6. An employee who is required to work on a public holiday will be provided with at least 4 hours' work (other than where the employee works the full rostered shift and fewer than 4 hours of the rostered shift fall on the public holiday).
- 20.7. Employees who are never rostered to work ordinary hours on a particular day of the week will not be paid for any public holiday that falls on that day, for example:
- employees whose ordinary hours are always rostered Monday to Friday will not receive payment for Easter Saturday;
  - a part-time employee who only works Tuesday to Friday will not be paid for any public holiday that falls on a Monday.

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

- 20.8. Subject to the subclause below where an employee's rostered day off falls on a public holiday and Aurizon does not agree to move (substitute) the public holiday to another day, the employee will be paid an allowance of 7.6 hours at the base rate of pay for the public holiday. Where the employee works overtime or part of a rostered shift on the public holiday the 7.6 hours will be reduced by the number of hours worked.
- 20.9. In the case of Shift Workers who receive an additional 38 hours of annual leave the above subclause will only apply to the sixth and subsequent public holidays on which an RDO falls in any calendar year.
- 20.10. 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.
- 20.11. 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.

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

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

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

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

- 22.1. Employees (except casuals) accrue personal / carer's leave at the rate of 76 hours per year.
- 22.2. An employee's entitlement to paid personal / carer's leave accrues progressively during the year and accumulates from year to year.
- 22.3. Employees do not accrue personal / carer's leave during any period of unpaid absence. 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**

- 22.4. An employee may take paid personal / carer's leave if the leave is taken:
  - because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
  - to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of a personal illness, personal injury or unexpected emergency affecting the member.
- 22.5. Hours of personal / carer's leave taken by an employee will be deducted from the employee's accruals.
- 22.6. Unused personal / carer's leave will not be paid out upon termination of employment.

### **Notice of absence**

- 22.7. 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).
- 22.8. The notice must include the period or expected period of the absence.
- 22.9. 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**

- 22.10. An employee is entitled to 2 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**

- 22.11. 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.

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

- a single continuous period that includes no more than 2 rostered shifts; or
- any separate periods to which the employee and the Company agree.

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

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

### **Evidence requirements**

22.15. 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 2 working days, or any absence when the Company requests evidence.

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

22.16. 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**

22.17. 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.

## **23. COMPASSIONATE LEAVE**

23.1. Employees (except casuals) are entitled to 2 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.

23.2. 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.

## **24. COMMUNITY SERVICE LEAVE**

### **Jury Service**

24.1. 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:

- 24.1.1. Employees are not entitled to receive overtime for any attendance at jury service which extends beyond their normal rostered hours.
- 24.1.2. 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.
- 24.1.3. The employee notifies their supervisor or manager as soon as practicable regarding dates they are (or may be) required.

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

- 24.2. 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.
- 24.3. Time spent in attendance at jury service counts as normal working time for the purposes of fatigue management, including for the purpose of:
  - 24.3.1. the consecutive number of days worked; and
  - 24.3.2. the minimum break between their last attendance at ordinary duties and the commencement of jury service; and
  - 24.3.3. the minimum break between their attendance at jury service and the resumption of their normal duties.

### **Return to duty**

- 24.4. 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**

- 24.5. 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.
- 24.6. Reasonable rest time immediately following the activity will be unpaid or taken as another applicable leave type.
- 24.7. 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.

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

- 25.1. 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.

25.2. The Aurizon Domestic and Family Violence Corporate Principle, as amended from time to time, applies to employees covered by this Agreement.

25.3. 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.

## **26. BLOOD DONOR**

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

## **27. LEAVE WITHOUT PAY**

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

## **28. MILITARY LEAVE**

28.1. 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.

28.2. An employee seeking military leave must make a request which will be approved by the Company provided that the employee provides supporting documentation.

28.3. All military leave will be counted as continuous service with the Company.

28.4. An employee absent from work on military leave will not lose pay for any ordinary hours of work occurring during absences up to a maximum payment of 152 hours in any calendar year.

28.5. 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).

## **29. NATURAL DISASTER LEAVE**

29.1. 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:

- the inability of the employee to travel to their place of work from their residence; or
- the employee remaining at (or returning to) their residence to safeguard family and/or property; or
- the employee remaining at (or returning to) their residence to avoid being stranded at work; or
- the employee responding to the impact of the natural disaster on their property; or

- any other reason approved by the Company

may be granted up to 3 days of natural disaster leave per calendar year.

29.2. An employee granted natural disaster leave will not lose pay for any ordinary hours missed provided that in the above:

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

## **30. PARENTAL LEAVE**

### **General rule - notice**

- 30.1. 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).
- 30.2. Notice must include the intended start and end dates of any leave.
- 30.3. At least four weeks before the intended start date the employee must confirm the intended start and end dates or advise the employer of any changes to the intended start and end dates (unless it is not possible to do so).
- 30.4. 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 employer with 4 weeks' notice.
- 30.5. An employer may require evidence that would satisfy a reasonable person of the actual or expected date of birth of a child or the day or expected day of placement of a child under 16.

### **General rule - qualification**

- 30.6. An employee is entitled to parental leave if the employee has, or will have, completed at least 12 months of continuous service with the employer immediately before the date of birth, or placement in the case of adoption.
- 30.7. Casual employees are entitled to parental leave on the additional basis that they are engaged in regular and systematic work with a reasonable expectation of ongoing employment.

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

- 30.8. 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**

- 30.9. An employee with 12 months' continuous service who is pregnant or adopting a child is entitled to 1 week of paid pre-natal/adoption leave to attend pre-natal/adoption appointments.
- 30.10. An employee with 12 months' continuous service whose partner is pregnant or adopting a child is entitled to 1 day of paid pre-natal/adoption leave to attend pre-natal/adoption appointments.
- 30.11. Partners of employees adopting a child are entitled to an additional 1 day of unpaid pre-adoption leave to attend pre-adoption appointments.

## **Unpaid special maternity leave**

- 30.12. An eligible pregnant employee is entitled to take unpaid special maternity leave if the employee is not fit for work because of:
- a pregnancy-related illness, or
  - the pregnancy ends, not in the birth of a living child, within 28 weeks of the expected date of birth.
- 30.13. 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 6 weeks' paid leave.

*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 this section.*

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

- 30.14. An employee experiencing a pregnancy-related illness may access accrued leave entitlements (including own illness / injury leave, annual leave, long service leave) prior to starting parental leave.
- 30.15. Where those entitlements are exhausted, the employee may:
- take unpaid own injury / illness leave; or
  - request to work part-time for a period; or
  - access unpaid special maternity leave (refer to section on special maternity leave); or
  - apply to start parental leave early.

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

- 30.16. 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:
- the same ordinary hours of work as the employee's present position; or
  - a different number of ordinary hours agreed to by the employee.



30.17. This entitlement applies if the employee:

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

30.18. 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 employer must pay the employee at their full rate of pay for the position they were in before the transfer and for the hours they work during the risk period.

30.19. 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.

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

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

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

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

### **Paid primary caregiver leave**

30.23. An employee with 12 month's continuous service who will give birth to, or adopt a child, is entitled to 14 calendar weeks of paid primary caregiver leave.

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

30.25. The period of paid primary caregiver leave will be reduced by the equivalent period of any paid no safe job leave taken from after the commencement of 6 weeks from the expected date of birth.

30.26. 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 7 weeks of paid leave calculated as follows:

- 14 weeks' paid primary caregiver leave
- minus the number of weeks of leave taken by the birth parent (which will be a minimum of 6 weeks),
- minus the 1 week of partner's leave taken at the time of the birth.

30.27. 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.

30.28. 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**

30.29. An employee whose partner gives birth to or adopts a child is entitled to 1 week of paid partner's leave and 7 weeks of unpaid partner's leave.

30.30. This leave must be taken concurrently with the primary caregiver's leave and be in blocks of at least 1 week unless otherwise agreed.

### **Payment for parental leave**

30.31. Where this clause requires 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.

30.32. 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.

30.33. Employees accrue annual leave, long service leave and personal / carer's leave during paid parental leave.

30.34. Part-time and eligible casual employees will be entitled to the same number of weeks' parental leave as full-time employees. However, part-time and casual employees will be paid these weeks on a pro-rata basis.

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

30.35. Employees who are primary caregivers are entitled to take leave for up to 52 weeks.

30.36. This includes any paid parental, annual and long service leave that is taken in respect of the birth or adoption of the child.

30.37. The balance of the 52 weeks is unpaid primary caregiver's leave.

- 30.38. 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.
- 30.39. 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.
- 30.40. 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**

- 30.41. The subclauses below apply after an employee has ceased taking paid primary caregiver leave.
- 30.42. 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.
- 30.43. The period of unpaid primary caregiver leave may be further extended by written agreement between the employee and the Company.
- 30.44. A period of leave may be shortened by the employee giving 4 weeks' notice (or a shorter period if agreed in writing between the employee and the Company). However a period of leave must be a minimum of 6 weeks after a birth.

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

- 30.45. 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 4 weeks' notice of the date they will no longer have primary responsibility for the care of the child. Any paid primary caregiver leave will stop from the date on which the employee no longer has primary responsibility for the care of the child.
- 30.46. The notice given by the employee will include:
- The date upon which the employee ceased having primary responsibility for the care of the child;
  - The date the employee wishes to return to work;
  - The type of leave (i.e. annual or long service leave the employee is entitled to), if any, the employee wishes to access between the period of ceasing to have primary responsibility for the care of the child and returning to work.
- 30.47. If the date specified by the employee is 4 weeks from the date of giving the notice, the employee will return on the date specified.

30.48. If the date specified is within 4 weeks of giving notice, the Company may approve the employee to return within this earlier time. The Company will make all reasonable efforts to accommodate such requests. If this approval is not given, the employee will be entitled to return 4 weeks after giving notice.

30.49. If the date specified is more than 4 weeks after giving notice, the Company may approve this longer period. If approval is not given, the employee will return 4 weeks after giving notice.

### **Compassionate maternity leave**

30.50. If an employee's pregnancy ends other than by the birth of a living child and when the child dies the employee was on maternity leave, or the child for which primary caregiver leave has been taken dies during primary caregiver leave the employee may:

- Access up to a maximum of 14 weeks' paid primary caregiver leave; unless 14 weeks' paid primary caregiver has already been taken for the pregnancy/child).
- If paid primary caregiver leave has been taken with regard to the pregnancy/child employees may apply to access personal / carer's leave, and/or
- Unpaid primary caregiver leave for a period agreed between the employee and the Company of not less than 6 weeks.
- The employee may cancel the unpaid primary caregiver leave with at least 4 weeks' written notice, unless otherwise agreed between the employee and the Company.
- The employer may request the employee to return to work on a specified day with at least 6 weeks' notice.

### **Continuity of service**

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

30.52. 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**

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

30.53.1. the employee's preparental leave position; or

30.53.2. if that position no longer exists—an available position for which the employee is qualified and suited nearest in status and pay to the preparental leave position.

## **31. DRUG AND ALCOHOL TESTING**

31.1. Employees must comply with the Company's Drug and Alcohol Policy and/or with the drug and alcohol testing programmes of other companies' where such compliance is required by the other company in order for Aurizon employees to enter the other company's site.

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

- 32.1. An employee will carry out such duties as are reasonably within the limits of the employee's skill, competence and training.
- 32.2. 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).
- 32.3. 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.
- 32.4. An employee will participate in training provided by the employer as required to perform the role for which they are employed.
- 32.5. If given reasonable training, it is a requirement of employees to:
  - 32.5.1. acquire the competency required to perform the role for which they are employed; and
  - 32.5.2. utilise all competencies, once acquired, relevant to perform the functions associated with the role for which they are employed provided the Company has provided reasonable opportunity to for the employee to acquire the competency prior to any performance management arising from the failure to acquire or utilise a competency.
- 32.6. Nothing in this clause prevents an employee from expressing an interest in, or participation in training, and/or work experience for the purpose of gaining skills and competencies outside the scope of their current role.
- 32.7. Approval for such participation will be determined by the Company on the basis of merit.
- 32.8. 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.

### **33. PARTICIPATION IN INJURY MANAGEMENT**

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

### **34. CREDIT FOR SERVICE**

- 34.1. 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.

## **35. UNION MATTERS**

### **Payroll deductions**

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

### **Union delegates**

- 35.2. 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.
- 35.3. 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.
- 35.4. 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.
- 35.5. 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.
- 35.6. 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.
- 35.7. 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**

- 35.8. 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.
- 35.9. The industrial relations education leave subclauses do not apply to probationary employees.

- 35.10. 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.
- 35.11. This leave will be granted, unless it unreasonably impacts upon service delivery, work requirements, or the effectiveness and efficiency of the work unit concerned.
- 35.12. Where an approved course extends beyond 5 rostered shifts, the Company may approve the period of leave for training to be extended to cover 10 rostered shifts to cover 2 calendar years.
- 35.13. 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.

## **36. SUPERANNUATION**

### **Superannuation contributions**

- 36.1. 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.
- 36.2. 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.
- 36.3. Where an employee elects to salary sacrifice superannuation contributions, such contributions will be in addition to the contributions made under subclause 35.1 above.
- 36.4. The contribution rate for employees will be one percent higher than the Superannuation Guarantee Levy to a maximum of 12.75%.
- 36.5. 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**

- 36.6. 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>
1 – but less than 15 years	.866 weeks' pay per year



15 but less than 20 years	13 weeks' pay
20 but less than 25 years	19.5 weeks' pay
25 but less than 30 years	26 weeks' pay
30 but less than 35 years	32.5 weeks' pay
35 but less than 40 years	39 weeks' pay
40 but less than 45 years	45.5 weeks' pay
45 or more years	52 weeks' pay
In addition to the above amounts employees with 15 or more years' service as at 1 February 1995 will be paid an additional 1.3 weeks' retirement allowance for each full year of service that falls between the above periods.	

36.7. Retirement allowance is capped at 52 weeks' pay.

### **37. RECOVERY OF OVERPAYMENT**

37.1. Where an employee has received an overpayment in error, the full balance of any overpayment can be recovered from monies due to the employee on termination.

37.2. The 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 the overpayment is recovered. Provided that:

37.2.1. 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.

37.2.2. Employees will be advised of a right to request alternative repayment arrangements in circumstances where employees may experience financial hardship.

37.2.3. Nothing in this clause prevents the Company and an employee agreeing in writing to a deduction higher than six hours per fortnight.

### **38. ALLOWANCES**

#### **Increases to allowances**

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

38.1.1. 2.1% on the first anniversary of this Agreement; and

38.1.2. 2.25% on the second anniversary of this Agreement; and

38.1.3. 2.25% on the third anniversary of this Agreement.

38.2. Irrespective of the above, any allowance referred to in an Australian Taxation Office (ATO) published guideline will not exceed the applicable maximum reasonable allowance contained within the ATO guideline.



## **First aid allowance**

- 38.3. Employees appointed to perform the duties of first aid officer will be paid \$2.60 per day in addition to their base rate of pay. 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.

## **Higher grade allowance**

- 38.4. Where the Company requires an employee to act in a higher graded role for a period of at least one shift the employee will be paid a “higher grade” allowance for each ordinary hour worked in the higher graded role.
- 38.5. 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.
- 38.6. The higher grade allowance will be included in the calculation of the payment of overtime, shift loadings, and weekend loadings.
- 38.7. 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.
- 38.8. 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.
- 38.9. Notwithstanding the subclause above, where an employee in the Network Control Stream has leave pre-approved before acting in a higher graded role or has leave approved while acting in a higher graded role and the leave would fall within or directly after acting in a higher graded role, the higher grade allowance will be paid on that leave.
- 38.10. Employees in the Network Control Stream who are taken off their usual roster to provide training and assessment will not be paid this higher grade allowance. These employees instead will be paid in accordance with their usual roster.

## **Overtime meal allowance**

- 38.11. An employee will be paid an overtime meal allowance of \$15.53 where an employee has worked overtime in the following circumstances:
- An employee is recalled to work after leaving the workplace (without being advised of the recall before leaving the workplace) and works more than 2 hours, covering a meal period.
  - An employee works two or more hours’ overtime that is continuous with the end of a rostered shift.
  - An employee, with less than two hours’ notice works more than 4 hours’ overtime between 1900 hours and 0700 hours that is not continuous with a rostered shift.
  - An employee is advised after 2200 hours to sign on before 0600 hours to work more than 4 hours of overtime that is not continuous with a rostered shift.

## **On call allowance**

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

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

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

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

## **Use of own car allowance**

38.15. 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

38.16. 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.

38.17. For the purposes of this subclause "work purposes" includes:

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

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

38.18. 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**

38.19. Employees who:

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

will be paid a meal allowance of \$15.53 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**

38.20. 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:

38.20.1. Provided with 3 star accommodation where possible; or at the discretion of the Company reimbursed for the cost of such; and

38.20.2. Provided with all meals, or at the discretion of the Company paid a meal allowance of:

- \$18.50 for each breakfast;
- \$20.08 for each lunch;
- \$35.45 for each dinner; and

38.20.3. Paid an incidental allowance of \$19.72 per night.

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

38.21. 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:

38.21.1. Provided with 3 star accommodation, where possible; or at the discretion of the Company reimbursed for the cost of such; and

38.21.2. 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

38.21.3. 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 not payable on periods of leave**

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

### **Locality Allowance**

38.23. 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.

### **39. CLASSIFICATIONS**

#### **Preamble**

- 39.1. 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.
- 39.2. Appointment to a classification level is at the discretion of the Company. An employee may dispute their classification level by following the steps in Disputes Procedure.

#### **Trainees**

- 39.3. Trainees will be engaged as part of an employment based training scheme under the Vocational Education, Training and Employment Act.
- 39.4. Trainees who are 21 years of age or older will be paid at 90% of level 2 of the Staff Stream for the duration of their traineeship.
- 39.5. Trainees under the age of 21 will be paid the following percentage of Level 2 of the Staff Stream.

<b>Year of traineeship</b>	<b>Percentage</b>
1	75
2	90

## Staff Stream Classifications

Classification	Tasks and Functions
<p><b>Staff Level 1</b></p>	<p>An employee at this level will</p> <ul style="list-style-type: none"> <li>▪ Will include the initial recruit who may have limited relevant experience.</li> <li>▪ Will perform routine clerical and office functions.</li> <li>▪ May be required to provide assistance to less experienced employees in the same classification.</li> </ul>
<p><b>Staff Level 2</b></p>	<p>An employee at this level will</p> <ul style="list-style-type: none"> <li>▪ Perform any of the tasks / activities in Level 1; and</li> <li>▪ Check the work of and/or provide guidance to Level 1 employees and/or less experienced employees at the same level as required.</li> <li>▪ Provide training to Level 1 and 2 employees by personal instruction and demonstration as required.</li> </ul>
<p><b>Staff Level 3</b></p>	<p>An employee at this level will</p> <ul style="list-style-type: none"> <li>▪ Perform any of the tasks/activities in Level 2; and</li> <li>▪ May be university graduates within 2 years of graduation with no prior relevant industry experience.</li> <li>▪ Perform some specialised or routine tasks or features of the work and require only general guidance or direction.</li> <li>▪ Exercise initiative, discretion and judgment in carrying out their assigned duties.</li> </ul>
<p><b>Staff Level 4</b></p>	<p>An employee at this level will</p> <ul style="list-style-type: none"> <li>▪ Perform any of the tasks/activities in Level 3; and</li> <li>▪ Provide general advice and/or information to the organisation and clients in relation to specific areas of their responsibility.</li> <li>▪ Exercise initiative, discretion and judgment at times in the performance of their duties.</li> <li>▪ Contribute, as required, to the determination of objectives, within the relevant field(s) of their expertise.</li> <li>▪ Have responsibility for the allocation of duties, co-ordinating work flow and checking progress and quality of work of employees at lower levels.</li> <li>▪ Train employees in Levels 1 to 3 by personal instruction and demonstration.</li> </ul>
<p><b>Staff Level 5</b></p>	<p>An employee at this level will</p> <ul style="list-style-type: none"> <li>▪ Perform any of the tasks/activities in Level 4; and</li> <li>▪ Conduct detailed research and analysis, prepare documents such as complex estimates and reports and will have specialist and detailed knowledge of systems such as timetabling, network operations and infrastructure configurations, accounting, human resources and applicable legislation.</li> <li>▪ Analyse situations and take corrective action where required.</li> </ul>
<p><b>Staff Level 6</b></p>	<p>An employee at this level will</p> <ul style="list-style-type: none"> <li>▪ Perform any of the tasks/activities in Level 5; and</li> <li>▪ Be responsible for the work under their control or supervision in terms of scheduling workloads, resolving operations problems and monitoring the quality of work produced.</li> <li>▪ Provide specialist advice on a range of activities and will be required to contribute to the determination of objectives within the relevant field of their expertise.</li> <li>▪ Train employees in lower levels by personal instruction and demonstration and will be able to undertake the delivery of training courses.</li> <li>▪ Oversee resources to maximise asset or staff utilisation.</li> <li>▪ Liaise with external stakeholders and prepare strategies to meet financial targets or correct adverse trends or may assist in developing budgets.</li> </ul>

## Network Control Stream Classifications

Classification	Tasks and Functions
<b>Trainee</b>	An employee at this level <ul style="list-style-type: none"> <li>▪ Undertakes training to attain the required Network Control qualifications.</li> <li>▪ Will remain a Trainee until they are competent to operate 1 Control Board.</li> </ul>
Network Controller	An employee at this level <ul style="list-style-type: none"> <li>▪ Has successfully attained the required Network Control qualifications.</li> <li>▪ Performs all Network Control tasks within the level of his or her skill, competence and training.</li> <li>▪ Must be competent to operate less than 50% of the Control Boards in the Network Control centre; or</li> <li>▪ 3 Control Boards,</li> </ul> Whichever is lower, to a minimum of 1 Control Board. Area Controllers will be classified at this level.
<b>Senior Network Controller</b>	An employee at this level <ul style="list-style-type: none"> <li>▪ Performs any of the tasks/activities of a Network Controller.</li> <li>▪ Has a high level of knowledge of Network Control systems and processes.</li> <li>▪ Provides guidance to Network Controllers and less experienced Senior Network Controllers.</li> <li>▪ Demonstrates a high level of communication and interpersonal skills and an ability to work autonomously.</li> <li>▪ Analyses situations, exercises initiative to take corrective action and applies sound problem-solving methodologies.</li> <li>▪ Must be competent to operate 50% or more of the Control Boards in the Network Control centre; or</li> <li>▪ 4 Control Boards,</li> <li>▪ Whichever is lower. To a minimum of 2 Control Boards.</li> </ul>

### Network Control Stream transition

39.6. Employees classified under their preceding Enterprise Agreement as Area Controllers will be classified as Network Controllers on the Commencement Date.

### Guaranteed 12 month period at Senior Network Controller

39.7. For 12 months from the Commencement Date all employees classified at NC1, NC2, NC3, NC4 and NC5 under their preceding Enterprise Agreement will be classified as Senior Network Controllers from the Commencement Date regardless of whether they hold the required number of board competencies specified in the classification table above.

39.8. Those who don't hold the required board competencies will be given a period of 12 months from the Commencement Date to achieve the additional board competencies.

39.9. If an employee is provided the opportunity to achieve the required board competencies within the specified timeframe but fails to do so, he or she will be re-classified to the level of Network Controller.

39.10. Employees classified at NC5 under their preceding Enterprise Agreement will have their NC5 base rate of pay maintained with an increase from the Commencement Date from \$4096 per fortnight to \$4290. This salary maintenance arrangement will not apply to any NC5 employee who opts-out of progression in line with the opt-out provisions below.

39.11. These salary maintenance arrangements will cease to apply in the event the employee does not attain the necessary board qualifications within the timeframe referred to above.

### **Right to opt-out of progression to Senior Controller**

39.12. Any existing employee who has less than 4 boards may, within 7 days of approval of the Enterprise Agreement by the FWC, advise the Company in writing that they do not wish to progress to the level of Senior Network Controller. If an employee does so, then he or she:

39.12.1. Cannot be compelled to gain competency in a fourth control board; and

39.12.2. Will be paid at the Network Controller rate of pay.

39.13. This opt-out provision will not apply to new employees or to current NC1 employees who completed training in May.

39.14. The opportunity to opt-out expires after 7 days from approval of the Enterprise Agreement by the FWC.

### **Obligation on the Company to provide training**

39.15. The Company has a positive obligation to provide each employee with appropriate training to achieve the required board competencies to enable the employee to progress to Senior Network Controller (except for those existing employees who elect not to progress).

39.16. The Company will develop a training plan in consultation with the employee that would result in the employee attaining and maintaining the required board competencies within 12 months to remain classified as a Senior Network Controller. The training timeframes may need to be adjusted to reflect an employee's learning capacity and, as a result, actual training outcomes may vary.

39.17. Once an employee holds or attains a board competency, the Company has a positive obligation to provide the employee with appropriate training to maintain the employee's board competencies.

### **Training for new employees**

39.18. New employees will have a training plan developed that will provide the opportunity for them to reach the level of Senior Network Controller within two years. The training timeframes may need to be adjusted to reflect an employee's learning capacity and, as a result, actual training outcomes may vary.

## **Potential for re-classification**

39.19. If a Senior Network Controller fails to maintain the required board competencies to remain classified as a Senior Network Controller, he or she may be re-classified as a Network Controller.

39.20. Prior to an employee being re-classified to the level of Network Controller, the Company must demonstrate with reference to evidence, that the employee has been provided with the required opportunities for training.

## **Revoking board competencies**

39.21. An employee's board competency may only be revoked if the Company has demonstrated with reference to evidence that:

- the employee is no longer competent to operate the control board; and
- the employee has been provided with the required training to maintain their competency on the control board; and
- the Company has followed its Managing Unacceptable Conduct Corporate Principle and/or Performance Improvement Corporate Principle.

## **Security of income in the event of a dispute**

39.22. Any disputes over the revoking of board competencies and/or an employee being re-classified from a Senior Network Controller to a Network Controller will be subject to the disputes procedure.

39.23. If an employee is following the disputes procedure and the employee is facing re-classification to the level of Network Controller, the employee's classification (and rate of pay) will remain at the level of Senior Network Controller while the dispute procedure is being followed.



## 40. WAGES SCHEDULE

### Wage rates

40.1. Subject to this Agreement, the wage rates in this clause include consideration for any disabilities experienced by an employee in the course of their duties.

### Staff Stream

Classification Level	21 August 2018	12 Months	24 Months	36 Months
Staff Level 1	1646	1681	1719	1758
Staff Level 2	2481	2534	2592	2651
Staff Level 3	2885	2946	3013	3081
Staff Level 4	3374	3445	3523	3603
Staff Level 5	3858	3940	4029	4120
Staff Level 6	4359	4451	4552	4655

### Network Control Stream

Classification Level	21 August 2018	12 Months	24 Months	36 Months
Trainee	2481	2534	2592	2651
Network Controller	3434	3507	3586	3667
Senior Network Controller	4017	4102	4195	4290
Senior Network Controller (Existing NC5)	4290	4290	4290	4290



Signed on behalf of Aurizon  
by its duly appointed representative

*Lesa Vella*

Representative  
LESA VELLA, PRINCIPAL HR PARTNER  
Name, Title of Representative (print)

900 ANN STREET  
FORTITUDE VALLEY Q. 4006  
Address

*Mitch Patterson*

Witness  
MITCH PATTERSON, MANAGER ER  
Name, Title of Witness (print)

25/9/18  
Date

Signed on behalf of Union (The Australian  
Rail, Tram and Bus Industry Union) by its  
duly appointed representative

*Swen Doolan*

Representative  
SWEN DOOLAN, BRANCH SECRETARY  
Name, Title of Representative (print)

457 UPPER EDWARDS ST  
SPRING HILL QLD 4000  
Address

*Carla Jones*

Witness  
Carla Jones, Industrial &  
Name, Title of Witness (print) Women's  
Officer

25/9/18  
Date

Signed on behalf of Union (Professionals  
Australia) by its duly appointed  
representative

*Adam Kerslake*

Representative  
ADAM KERSLAKE  
Name, Title of Representative (print)

Director  
416 PEEL ST SOUTH BRISBANE  
Address

*Stavne Sottile*

Witness  
STAVNE SOTTILE  
Name, Title of Witness (print)

25/09/18  
Date

Signed on behalf of Union (The Australian  
Municipal, Administrative, Clerical and  
Services Union) by its duly appointed  
representative

*Jenny Thomas*

Representative  
Jennifer Thomas, Executive President  
Name, Title of Representative (print)

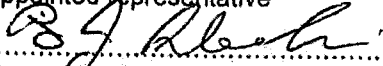
30 Peel Street  
South Brisbane Q 4101  
Address

*Michelle Rosewood*

Witness  
Michelle Rosewood  
Name, Title of Witness (print) Senior Industrial  
Officer

25 September 2018  
Date

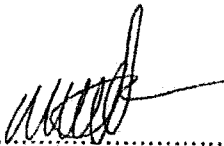
Signed on behalf of Union (The Australian )  
Manufacturing Workers' Union) by its duly )  
appointed representative

  
.....  
Representative

Brian Doolin Assistant State Secretary  
Name, Title of Representative (print)

366 Upper Roma St  
.....

BRISBANE QLD 4000  
Address

  
.....  
Witness

KEGAN SCHERE - INDUSTRIAL ADVOCATE  
Name, Title of Witness (print)

25/09/18  
Date

## IN THE FAIR WORK COMMISSION

### FWC Matter No.:

AG2018/5530 Aurizon Staff Enterprise Agreement 2018

### 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 Staff Enterprise Agreement 2018 ("**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. Aurizon will apply subclause 11.8 of the Agreement in a manner consistent with s.119(2) of the *Fair Work Act 2009* (Cth) ("**the FW Act**"). Specifically, employees who:
  - a) commence employment after the Commencement Date of the Agreement; and
  - b) subsequently have their employment terminated by reason of redundancy; and
  - c) have completed at least 1 year but less than 2 years' continuous service,will be paid 4 weeks' redundancy pay at the base rate of pay.
3. In respect of subclause 11.12 of the Agreement, employees who:
  - a) by reason of a restructure, have transferred to a classification with a lower base rate of pay; and
  - b) Aurizon has reduced the employee's base rate of pay to the new classification rate; and
  - c) at the time of the transfer, have completed at least 1 year but less than 2 years' continuous service,will be paid an allowance of 4 weeks' pay calculated at the difference between their former base rate of pay and the lower base rate of pay.
4. Subclause 17.1 of the Agreement provides that a Shift Worker will accrue 190 hours of annual leave per year. This clause is intended to provide for 5 weeks of paid annual leave per year for a Shift Worker consistent with section 87(1)(b) of the FW Act, and Aurizon undertakes to apply this subclause in accordance with section 87(1)(b) of the FW Act.
5. Subclause 17.2 of the Agreement provides that all other employees (that is, employees other than Shift Workers and casual employees) will accrue 152 hours of annual leave per year. This clause is intended to provide for 4 weeks of paid annual leave per year consistent with section 87(1)(a) of the FW Act, and Aurizon

undertakes to apply this subclause in accordance with section 87(1)(a) of the FW Act.

6. Subclause 22.1 of the Agreement provides that an employee (except casuals) accrue personal / carer's leave at the rate of 76 hours per year. This clause is intended to provide for 10 days' personal / carer's leave per year consistent with section 96 of the FW Act, and Aurizon undertakes to apply this subclause in accordance with section 96 of the FW Act.
7. 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:



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**Signature**

14/01/2019

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**Date**