



# DECISION

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

**Australia Western Railroad Pty Ltd T/A Aurizon**  
(AG2021/4699)

## **AURIZON BULK (WESTERN AUSTRALIA) ROLLINGSTOCK MAINTENANCE ENTERPRISE AGREEMENT 2021**

Rail industry

DEPUTY PRESIDENT ASBURY

BRISBANE, 14 MAY 2021

*Application for approval of the Aurizon Bulk (Western Australia) Rollingstock Maintenance Enterprise Agreement 2021.*

[1] Australia Western Railroad Pty Ltd T/A Aurizon (the Applicant) applies to the Fair Work Commission (the Commission) for approval of an enterprise agreement known as the *Aurizon Bulk (Western Australia) Rollingstock Maintenance Enterprise Agreement 2021* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single enterprise agreement.

[2] Undertakings were provided by the Applicant in response to concerns the Commission held in relation to the operation of certain clauses and whether the Agreement passes the better off overall test. A copy of the Undertakings is attached as Annexure A to this decision. I am satisfied that the effect of accepting the Undertakings is not likely to:

- (a) cause financial detriment to any employee covered by the Agreement; or
- (b) result in substantial changes to the Agreement.

[3] The views of each person or organisation the Commission knows is a bargaining representative for the Agreement have been sought in relation to the Undertakings. Pursuant to subsection 190(3) of the Act, I accept the Undertakings. In accordance with s.201(3) of the Act, a copy of the undertakings will be attached to the Agreement and forms part of the Agreement.

[4] I observe that the following clauses may be inconsistent with the National Employment Standards (NES):

- Clause 12.5 – Redundancy pay; and
- Clause 32.3 – Annual leave accrual.

[5] I note that the Applicant has given an undertaking that the Agreement will be read and interpreted in conjunction with the NES and that where there is an inconsistency between a provision of the Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency. On this basis, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES. I also note that by virtue of s. 55 of the Act, an enterprise agreement must not exclude the NES or any provisions of the NES and s. 56 provides that a term of an enterprise agreement has no effect to the extent that it contravenes s. 55.

[6] I am satisfied, on the basis of information set out in the Form F16 Application for approval of an enterprise agreement, the Form F17 Employer's declaration in support of an application for approval of the Agreement and responses to requests for further information provided by the Applicant, that each of the requirements of ss. 186, 187 and 188 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 s.186(3) and (3A), and on the basis of the information contained in the Form F17, I am satisfied that the group of employees covered by the Agreement was fairly chosen.

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

[8] The Agreement is approved in accordance with s.54 of the Act and will operate from 21 May 2021. The nominal expiry date of the Agreement is 10 May 2025.



DEPUTY PRESIDENT

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Annexure A



AG2021/4699

Aurizon Bulk (Western Australia) Rollingstock Maintenance Enterprise Agreement 2021

**UNDERTAKING**

(Fair Work Act s190)

Australia Western Railroad Pty Ltd (Aurizon) provides the following undertaking in respect of the *Aurizon Bulk (Western Australia) Rollingstock Maintenance Enterprise Agreement 2021* (Agreement):

1. For the purposes of the NES a shiftworker under the Agreement is defined, in subclause 32.2, as an employee whose ordinary hours of work are systematically rostered throughout the 24 hours of the day and / or the 7 days of the week.
2. No employee covered by the Agreement will be a permanent night shiftworker as defined in the *Rail Industry Award 2020*.

Signed:

A handwritten signature in black ink, appearing to read "D Johnston", is written over a horizontal line.

David Johnston  
Principal Advisor ER

11 May 2021

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Australia Western Railroad Pty Ltd ABN 39 094 792 275

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AG2021/4699

**Aurizon Bulk (Western Australia) Rollingstock Maintenance Enterprise Agreement 2021**

### UNDERTAKING

(Fair Work Act s190)

Australia Western Railroad Pty Ltd (Aurizon) provides the following undertaking in respect of the *Aurizon Bulk (Western Australia) Rollingstock Maintenance Enterprise Agreement 2021* (Agreement):

1. Paragraph 11.2.2 of the Agreement will apply only to employees who are at least 18 years of age.
2. Monies forfeited under paragraph 11.2.2 of the Agreement will be deducted only from wages due to the employee under the Agreement and will not exceed one week's wages for the employee.

Signed:

A handwritten signature in black ink, appearing to read "Johnston".

David Johnston  
Principal Advisor ER

11 May 2021

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AG2021/4699

Aurizon Bulk (Western Australia) Rollingstock Maintenance Enterprise Agreement 2021

### UNDERTAKING

(Fair Work Act s190)

Australia Western Railroad Pty Ltd (Aurizon) provides the following undertaking in respect of the *Aurizon Bulk (Western Australia) Rollingstock Maintenance Enterprise Agreement 2021* (Agreement):

1. Aurizon will not apply clause 41 of the Agreement so as to exclude the operation of s.115(1)(b) of the *Fair Work Act 2009* (Act).
2. Any Public Holiday arising under s.115(1)(b) of the Act, which is not deemed to be a Public Holiday under clause 41 of the Agreement, will be treated as a Public Holiday in accordance with the Act.

Signed:

A handwritten signature in black ink, appearing to read "Johnston", written over a horizontal line.

David Johnston  
Principal Advisor ER

11 May 2021

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AG2021/4699

**Aurizon Bulk (Western Australia) Rollingstock Maintenance Enterprise Agreement 2021**

**UNDERTAKING**  
(Fair Work Act s190)

Australia Western Railroad Pty Ltd (Aurizon) provides the following undertaking in respect of the *Aurizon Bulk (Western Australia) Rollingstock Maintenance Enterprise Agreement 2021* (Agreement):

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

Signed:

A handwritten signature in black ink, appearing to read "D Johnston".

David Johnston  
Principal Advisor ER

11 May 2021

**AURIZON BULK  
(WESTERN AUSTRALIA)  
ROLLINGSTOCK MAINTENANCE ENTERPRISE  
AGREEMENT 2021**

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

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## **PART 1 - THIS AGREEMENT AND ITS OPERATION**

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### **2. TITLE**

The title of this Agreement is the Aurizon Bulk (Western Australia) Rollingstock Maintenance Enterprise Agreement 2021.

### **3. APPLICATION**

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This Agreement applies to:

Aurizon and its employees employed at locations in Western Australia and who are engaged in any of the classifications set out in clause 21, *Rates of Pay* of this Agreement and,

Australian Rail Tram and Bus Industry Union (“RTBIU”);

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Employees (“AMWU”);

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (“CEPU”),

(subject to the RTBIU, AMWU and/or CEPU notifying the Fair Work Commission that it seeks to be covered by this Agreement and the Fair Work Commission approving this Agreement).

### **4. INTERACTION WITH OTHER AWARDS, AGREEMENTS AND NES**

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This Agreement operates to the exclusion of any award or agreement which might otherwise apply to Aurizon and its employees covered by this Agreement. Nothing in this Agreement will operate to reduce the entitlement of an employee under the National Employment Standards.

### **5. TERM OF AGREEMENT**

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This Agreement shall operate from the day specified by the Fair Work Commission in accordance with s54(1)(a) of the Act, or 11 May 2021, whichever is later. The nominal expiry date of the Agreement shall be 10 May 2025.

### **6. DEFINITIONS AND INTERPRETATIONS**

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Unless the context otherwise requires, in this Agreement the terms shown below have the following meanings:

- **“Act”** means the *Fair Work Act 2009*.
- **“Agreement”** means the *Aurizon Bulk (Western Australia) Rollingstock Maintenance Enterprise Agreement 2021*.
- **“Aurizon”** means Australia Western Railroad Pty Ltd (ACN 094 792 275), the employer.
- **“defined term employment”** means a form of employment, including an apprenticeship, where an employee is employed for a defined period or task.
- **“full time employment”** means a form of employment where an employee is employed on the full time average of 38 hours per week.
- **“home depot”** means the employee’s appointed operational base or temporary operational base where the employee is working away from home on temporary transfer.
- **“NES”** means the National Employment Standards in Part 2-2 of the Act.
- **“ordinary hours”** for a full time employee means an average of 38 hours per week.
- **“ordinary rate of pay”** means the employee’s rate of pay as provided for at subclause, 21.1 *Rates of Pay*, plus any further components added to and forming part of the employees’ pay for all

purposes. The components shall include, as applicable, leave loading, tool allowance and electrical licence allowance.

- **“OS&H Act”** means the Occupational Safety & Health Act 1984 (WA).
- **“roster cycle”** means a designated period over which work is arranged and the hours of work may be averaged.
- **“stand alone”** means the hours paid will not be included in the calculation of ordinary hours.

## **7. INTENT AND OBJECTIVES**

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Aurizon and its employees covered by this Agreement are committed to achieving the following objectives:

- 7.1 Relationship of parties - Delivering a dynamic and responsive work environment to all stakeholders.
- 7.2 Continuous Improvement - Developing and implementing an effective and harmonious workplace environment focussed on continuous improvement in operational reliability, provision of customised service delivery solutions and improved productivity to achieve an increased level of business competitiveness.
- 7.3 Consultation to Avoid Disruption - Making every possible effort to avoid disruption to services by undertaking extensive consultation on relevant issues as provided for in clause 46, *Consultation* to ensure on-time and reliable provision of services to Aurizon’s customers.
- 7.4 Business Environment - Providing an environment and work culture that encourages integrated business and operational strategies which achieve maximum potential for commercial viability, business growth and the provision of an efficient and reliable service to Aurizon’s customers.
- 7.5 Mutual Trust, Consultation etc - Encouraging mutual trust, cooperation, consultation and open communication.
- 7.6 Employee Standards - Providing fair and equitable working conditions, remuneration and satisfying work together with continuing high standards of workplace health, safety and equal opportunity.
- 7.7 Training and Development - Providing training and development, including nationally accredited competency based training to enhance skills and knowledge and assist each employee in reaching their full potential.
- 7.8 Work Life balance - Providing an appropriate work / life balance within the framework of a 24/7 operational environment and the employees’ family, domestic, community and social requirements.

## **PART 2 - CONTRACT OF EMPLOYMENT**

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### **8. CONDITIONS OF EMPLOYMENT**

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- 8.1 Within the limits of their skills, competence and training, employees shall undertake their duties as directed and use any tools and equipment as required for the efficient performance of those duties. Employees recognise the need to be flexible in the performance of their duties and may be required to perform a wider range of duties including work which is incidental or peripheral to their main task. Aurizon commits not to promote deskilling through requiring this degree of flexibility.
- 8.2 Employees are required to do all things reasonably necessary to attain and maintain the required levels of skill, competence, health and fitness to perform their work in a safe, efficient and productive manner.
- 8.3 Employees may be required to undertake shift work and/or weekend work in the course of their employment.

### **9. FORMS OF EMPLOYMENT**

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- 9.1 **General Principles and Provisions**

Employees shall be engaged in permanent employment, or in defined term employment on a full time or part time basis, or in casual employment. An employee's category of employment may be changed by written agreement between the employee and Aurizon.
- 9.2 **Probationary Employment**
  - 9.2.1 There shall be a probationary period of employment of up to 3 months for all new employees excluding casuals. An initial probationary period may be extended by written agreement between Aurizon and the employee, provided that the total probationary period does not exceed 6 months. The period of probationary employment will be commensurate with the requirements of the position and the experience of the employee.
  - 9.2.2 On commencing employment and throughout the probationary period, probationary employees will be advised of the performance standards required and will undergo regular performance reviews during the probationary period. If, during the probationary period an employee is not performing to the standard required, Aurizon shall discuss Aurizon's concerns about the employee's performance with the employee and Aurizon shall give the employee necessary support and opportunity to improve the employee's performance.
  - 9.2.3 During the probationary period, the employee's employment may be terminated by either the employee or Aurizon by providing one week's written notice or, in the case of termination by Aurizon, payment in lieu of notice. Aurizon may agree to waive the notice period required of the employee.
- 9.3 **Full Time Employment**

A full time employee is an employee engaged to work an average of 38 ordinary hours per week.
- 9.4 **Part Time Employment**
  - 9.4.1 A part time employee is one engaged to work agreed hours, which are fewer than the full time hours.
  - 9.4.2 The arrangement of hours of a part time employee shall be agreed in writing between Aurizon and the employee and may be varied by further written agreement.

9.4.3 A part time employee may be required to work additional hours beyond the agreed hours. In such cases, the employee shall be paid overtime in accordance with clause 24, *Additional Hours (Overtime) Payments*.

9.4.4 Subject to paragraph 19.15.2 (in 38–Hour Week Arrangements – Part Time and Casual Employees subclause) a part time employee shall receive, on a pro rata basis, equivalent pay and conditions to those of a full time employee in the same position.

#### 9.5 Job Share

9.5.1 A job share arrangement is where a full time position is filled, on a shared basis by two or more employees. These arrangements will be subject to operational requirements and will be as agreed by Aurizon and the participating employees and set out in the written offers of employment.

9.5.2 In the event that the employment of one of the participants in a job share arrangement is terminated (either by Aurizon or by the employee), or where the job share arrangement is not consistent with Aurizon’s operational requirements, Aurizon may terminate the job share arrangement by giving the relevant employee(s) 28 days’ notice in writing. Termination of the job share arrangement may include termination of the employment of the employee participants.

9.5.3 Where a job share arrangement is terminated under paragraph 9.5.2 above Aurizon shall, where available, offer the employee(s) suitable alternative employment.

#### 9.6 Defined Term Employment

9.6.1 An employee may be engaged on a full time or part time basis for a defined term for purposes including apprenticeships, project work, peak or short term additional workload, unplanned absences, etc. The defined term shall be agreed between Aurizon and the employee in writing.

9.6.2 There is no obligation upon Aurizon to offer ongoing employment beyond the agreed term. A further defined term may be offered continuous with the previous term without changing the temporary nature of the employment arrangement. Any such further term shall be agreed in writing between Aurizon and the employee.

9.6.3 Except as otherwise provided in this Agreement, a defined term employee shall be entitled to the same terms and conditions in this Agreement, as a permanent employee occupying the same position.

9.6.4 Aurizon may terminate the employment of a defined term employee at any time during the term of employment in accordance with subclause 11.1, *Termination of Employment*.

#### 9.7 Apprentice

9.7.1 The conditions of subclause 9.6, *Defined Term Employment*, apply to an apprentice covered by this Agreement.

9.7.2 Where an apprentice covered by this Agreement is employed by Aurizon in a permanent position covered by this Agreement, service as an apprentice which is continuous with the permanent employment will count as service with Aurizon for the purpose of service-based entitlements.

#### 9.8 Permanent Employment

A permanent employee is one engaged on a continuing basis and whose employment may be terminated by Aurizon or by the employee in accordance with clause 11, *Termination of Employment*.

9.9 Casual Employment

- 9.9.1 Casual employees shall be employed and paid by the hour and each separate period of employment shall be arranged by mutual agreement between Aurizon and the employee.
- 9.9.2 There shall be no obligation upon Aurizon to provide or guarantee ongoing employment to a casual employee beyond each separate and agreed period of employment.
- 9.9.3 Aurizon or the employee may terminate the casual employment by providing a minimum of one hour's notice or payment of one hour's pay in lieu of such notice.
- 9.9.4 Casual employees shall be paid for ordinary time at the hourly rate of pay in subclause 21.1, *Rates of Pay*, for the classification they are engaged in, plus a loading of 25%.
- 9.9.5 The casual loading is paid instead of annual leave, paid personal leave, severance payments and the other entitlements and benefits arising out of permanent employment.
- 9.9.6 Payment of overtime, penalties and allowances for casual employees shall be in accordance with the respective provisions applicable to the classification the employee is engaged in.
- 9.9.7 The minimum shift length for a casual employee shall be 4 hours.

Right to request casual conversion

- 9.9.8 A person engaged as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- 9.9.9 A regular casual employee is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this Agreement.
- 9.9.10 A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- 9.9.11 A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- 9.9.12 Any request under paragraphs 9.9.10 or 9.9.11 above must be in writing and provided to Aurizon.
- 9.9.13 Where a regular casual employee seeks to convert to full-time or part-time employment, Aurizon may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- 9.9.14 Reasonable grounds for refusal include that:
  - a) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this Agreement – that is, the casual employee is not truly a regular casual employee as defined in paragraph 9.9.9;
  - b) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;

- c) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
  - d) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- 9.9.15 For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- 9.9.16 Where Aurizon refuses a regular casual employee's request to convert, Aurizon must provide the casual employee with the Aurizon's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept Aurizon's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 47, *Resolving Differences*.
- 9.9.17 Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, Aurizon and the employee must discuss and record in writing:
  - a) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
  - b) if it is agreed that the employee will become a part-time employee, the agreed hours to be worked in accordance with subclause 9.4 above.
- 9.9.18 The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- 9.9.19 Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of Aurizon.
- 9.9.20 A casual employee will not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- 9.9.21 Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits Aurizon to require a regular casual employee to so convert.
- 9.9.22 Nothing in this clause requires Aurizon to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- 9.10 Requests for flexible working arrangements
  - 9.10.1 Requests by employees for flexible working arrangements, including requests made under s65 of the Act, will be dealt with under Aurizon's Flexible Work Procedure as amended from time to time.
  - 9.10.2 In the event that the provisions in Aurizon's Flexible Work Procedure fall below the corresponding provisions in the Rail Industry Award 2020, the Award provisions will apply.

## **10. INDIVIDUAL FLEXIBILITY ARRANGEMENT**

---

- 10.1 Notwithstanding any other provision of this Agreement, Aurizon and an individual employee may agree to vary the application of certain terms of this Agreement (the flexibility arrangement) to meet the genuine needs of the employee and Aurizon provided that the flexibility arrangement:

- 10.1.1 is genuinely agreed to by Aurizon and the individual employee without coercion or duress; and,
  - 10.1.2 only varies the terms prescribed in subclause 10.3 and,
  - 10.1.3 does not disadvantage the individual employee in relation to the individual employee's terms and conditions of employment and results in the employee being better off overall than the employee would be if no flexibility arrangement were made.
- 10.2 Aurizon must ensure that any individual flexibility arrangement:
- 10.2.1 is about matters that would be permitted matters if the arrangement were an enterprise agreement; and,
  - 10.2.2 does not include a term that would be an unlawful term if the arrangement were an enterprise agreement.
- 10.3 The terms of this Agreement that may be varied by a flexibility arrangement include:
- 10.3.1 arrangements for when work is performed;
  - 10.3.2 overtime rates;
  - 10.3.3 penalty rates;
  - 10.3.4 allowances.
- 10.4 For the flexibility arrangement to come into operation, it must:
- 10.4.1 be provided within 14 days to the employee in writing, name the parties to the agreement and be signed by Aurizon and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
  - 10.4.2 state each term of this Agreement that Aurizon and the individual employee have agreed to vary;
  - 10.4.3 detail how the application of each term has been varied by the flexibility arrangement between Aurizon and the individual employee;
  - 10.4.4 detail how the flexibility arrangement results in the employee being better off overall in relation to the individual employee's terms and conditions of employment;
  - 10.4.5 state how the flexibility arrangement can be terminated; and
  - 10.4.6 state the date the flexibility arrangement commences.
- 10.5 Aurizon will give the individual employee a copy of the flexibility arrangement and keep the agreement as a time and wages record.
- 10.6 The flexibility arrangement may be terminated:
- 10.6.1 by Aurizon or the individual employee giving 28 days' notice of termination, in writing, to the other party; or
  - 10.6.2 at any time, by written agreement between Aurizon and the individual employee.

## **11. TERMINATION OF EMPLOYMENT**

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- 11.1 Termination by Aurizon
  - 11.1.1 Termination of an employee's employment may occur by Aurizon giving the employee written notice in accordance with subclause 11.4 below, or payment in lieu of notice.
  - 11.1.2 In addition to the notice in paragraph 11.1.1 above, employees over 45 years of age and with not less than two years continuous service at the time of the giving of the notice shall be entitled to an additional week's notice or payment in lieu.

11.1.3 Nothing in this Agreement affects Aurizon’s rights to dismiss an employee at any time without notice for conduct that justifies summary dismissal. If an employee is dismissed on this basis, the employee will be entitled to be paid for work only up to the time of dismissal.

11.2 Termination by the Employee

11.2.1 An employee may resign from employment by giving Aurizon written notice in accordance with subclause 11.4 below.

11.2.2 Where the employee fails to give the required notice, any pay due to the employee may be forfeited to the extent that the notice given falls short of the required notice.

11.2.3 Where agreed by Aurizon and the employee, a shorter period of notice may be given without forfeiture of pay.

11.3 Exceptions

Where this Agreement provides for different notice of termination to be provided in particular circumstances such notice will be provided in lieu of the notice specified in this clause.

11.4 The required notice is:

<b>Period of Continuous Service</b>	<b>Period of Notice</b>
Less than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

11.5 Abandonment of Employment

11.5.1 The absence of an employee from work for a continuous period exceeding seven calendar days without the consent of Aurizon shall be prima facie evidence that the employee has abandoned his/her employment.

11.5.2 Aurizon will make reasonable attempts to contact the employee to determine any reasons for the absence. This contact will include Aurizon writing to the employee at the employee’s last known address using registered mail informing the employee that the absence may result in the termination of the employee’s employment.

11.5.3 If within a further period of five days the employee has not established, to the satisfaction of Aurizon, that the employee has been absent with reasonable cause the employee shall be deemed to have abandoned their employment and Aurizon may accept the abandonment as ground for termination of the employee’s employment.

11.5.4 Termination of employment on the ground of abandonment will be in accordance with subclause 11.1 above.

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

**12. REDUNDANCY**

12.1 Redundancy occurs where Aurizon decides that Aurizon no longer wishes the job an employee has been doing to be done by anyone because of changes in the operational requirements of Aurizon’s enterprise.

12.2 Employees who have their employment terminated due to redundancy shall be entitled to the following amount of severance pay in respect of a continuous period of service:

Period of Continuous Service	Severance Pay
Less than 1 year	3 weeks' pay
1 year and less than 2 years	4 weeks' pay
2 years and over	3 weeks' pay for each completed year of service

*For example* – An employee with 5 years' continuous service is entitled to 15 weeks' Severance Pay.

- 12.2.1 “**Service**” for the purposes of this clause, means continuous service with Aurizon;
- 12.2.2 “**Ordinary Pay**” for the purpose of this clause, means the employee’s ordinary rate of pay plus an average of payments made for working ordinary hours on weekends as provided for in clause 22, *Saturday & Sunday Payment*, calculated over the 12 months preceding the date of redundancy.
- 12.3 The maximum amount payable under subclause 12.2 above shall be 52 weeks’ pay.  
 Note: The amount of severance pay payable to an employee may be affected by the provisions of PART 8 – Miscellaneous of this Agreement.
- 12.4 Where positions covered by this Agreement are made redundant, the following options are available to Aurizon to manage such redundancies.
- 12.4.1 Employees may be offered redeployment subject to suitable opportunities existing. An employee who accepts an offer of redeployment must agree to undertake any necessary training or competency development.
- 12.4.2 Aurizon may examine opportunities for voluntary redundancies by calling for expressions of interest. Aurizon shall be under no obligation to offer voluntary redundancy to any employee who expresses interest in such a redundancy. Aurizon will endeavour to offer redundancy to employees who have expressed an interest in redundancy before applying the involuntary redundancy process.
- 12.4.3 Aurizon may apply involuntary redundancies where it is satisfied that other alternatives have been exhausted or are inappropriate in the particular circumstances. If multiple involuntary redundancies in the same classification and location are proposed employees shall be selected based on Aurizon’s operational requirements.
- 12.5 Unless otherwise agreed, if Aurizon is successful in providing an employee with suitable alternative employment, Aurizon will not be obliged to pay the employee the notice and severance payments prescribed by this clause.
- 12.6 In the event of a transfer of business where
- 12.6.1 the employee is offered a position with the new employer, (regardless of whether the employee accepts such employment); and
- 12.6.2 that offer of employment is considered on an overall basis to be no less favourable than the employee’s terms and conditions of employment immediately before the transfer (or termination if the employee does not accept the offer); and
- 12.6.3 the new employer recognises the employee’s service with Aurizon; then
- 12.6.4 the employee shall not be entitled to the notice and severance payments prescribed by this clause.
- 12.7 Employees whose positions become redundant shall be provided with access to applicable counselling services and reasonable paid leave for attendance at these support services.

- 12.8 Aurizon shall consult with the employee and where applicable the representative chosen by the employee where Aurizon proposes to apply the provisions of this clause.
- 12.9 This clause shall not apply to employees employed for a defined term.

### 13. EMPLOYEE TRANSFERS

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- 13.1 Permanent Transfer – Aurizon Initiated
- 13.1.1 Where Aurizon requires an employee to transfer permanently from one depot to another, this represents a major change to the employee's employment conditions and Aurizon will consult with the employee and/or their nominated representative.
- 13.1.2 In considering the transfer Aurizon will give appropriate consideration to the employee's needs and circumstances which includes the employee's family responsibilities, and domestic commitments as well as Aurizon's organisational requirements.
- 13.1.3 Where it is proposed that the employee's position at his/her home depot will be abolished permanently the issue shall be dealt with in accordance with clause 12, *Redundancy*.
- 13.1.4 An employee transferred as a result of a closure or rationalisation of a depot (the former depot) will have the option to return to the former depot where because that depot is reopened or for some other reason a suitable vacancy arises. Return to the former depot in these circumstances will be at the employee's own cost.
- 13.2 If the employee's position is still required at that depot and the parties cannot agree on the manner in which the permanent transfer is to occur, then the issue shall be dealt with in accordance with clause 47, *Resolving Differences*.
- 13.3 Expressions of Interest
- Where opportunities arise for transfers to fill permanent or temporary vacancies, (excluding those circumstances covered in subclauses 13.5, *Permanent Transfer – Employee Initiated* and 13.6, *Cross Transfer*, Aurizon will seek volunteers by calling for expressions of interest from employees.
- 13.4 Term Transfer
- 13.4.1 Employees may be transferred under a Term Transfer arrangement. This occurs when an employee agrees to transfer to another Aurizon location to meet Aurizon's requirements for a fixed term of greater than six weeks and up to two years.
- 13.4.2 An employee agreeing to transfer under these terms shall:
- a) be guaranteed a return to their original home depot (or other agreed location), within their classification, at the end of the agreed term; and,
  - b) be provided with any other agreed additional support required.
- 13.5 Permanent Transfer – Employee Initiated
- 13.5.1 Employees may apply to transfer from one location to another irrespective of whether a vacancy exists or not. In considering the request for transfer, Aurizon will give appropriate consideration to Aurizon's requirements as well as any relevant issues raised by the employee to support their request.
- 13.5.2 Where Aurizon approves the transfer it will be at the employee's own expense and in the employee's own time. Any working time lost to transfer can be debited either against the employee's accrued annual or long service leave or be treated as leave without pay.

13.6 Cross Transfer between Aurizon Locations

13.6.1 Employees may make application to cross transfer between Aurizon locations. In considering the request for transfer, Aurizon will give appropriate consideration to Aurizon's requirements as well as any relevant issues raised by the employees to support their request.

13.6.2 Where Aurizon approves the request to cross transfer, it will be at the employee's own expense and in the employee's own time. Any working time lost to a cross transfer can be debited either against the employee's accrued annual or long service leave or be treated as leave without pay.

13.7 Transfer on Expenses

13.7.1 An employee can be required to transfer temporarily to another depot for a period of up to two weeks, or a longer period by mutual agreement.

13.7.2 The process for transfer involves:

- a) In the first instance Aurizon calling for volunteers through expressions of interest.
- b) All volunteers will equitably share in the requirement to work on temporary transfer.
- c) Where there are no volunteers, or insufficient volunteers, then all employees will equitably share in the requirement to work away from their home depot.
- d) Any requirement on an employee to work away from the employee's home depot will take account of the employee's personal circumstances, including family and social responsibilities.
- e) Aurizon will endeavour to limit the requirement on an employee to work away from the employee's home depot to no more than 4 weeks in any calendar year.
- f) Employees recognise the needs of Aurizon to provide relief resources to regional depots and will cooperate with Aurizon to arrange suitable relief.
- g) Any dispute in relation to a requirement to work away from an employee's home depot may be dealt with under clause 47, *Resolving Differences*.
- h) Aurizon will provide the employee with appropriate accommodation.
- i) Expenses shall be paid in accordance with subclause 27.1, *Away from home and meal expenses*.
- j) The time taken to travel to the transfer location shall be deemed working time for the roster period in which it occurs.
- k) Aurizon shall provide transport to and from the temporary location where the employee indicates an inability to use the employee's own transport.
- l) The employee shall be compensated for use of the employee's own vehicle to transport themselves to and from the temporary location in accordance with subclause 27.4, *Expenses*.
- m) Expenses shall be paid for the entirety of the transfer arrangement inclusive of days off and approved leave except where the employee clears approved leave for a period exceeding 4 days.

13.8 Relocation Assistance

In relation to subclauses 13.1, *Permanent Transfer – Aurizon Initiated* and 13.4, *Term Transfer* where an employee is transferred and the transfer necessitates a change of the employee's residence, the employee will be provided with relocation assistance. This assistance includes

reasonable costs incurred in relation to meals, accommodation, travel and removalist expenses, a relocation allowance for the employee and dependants, as well as financial assistance with the sale of the employee's existing residence and purchase of a new residence.

#### **14. PROMOTION**

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Promotion to the positions of Tradesperson level 8 and level 8A and Rollingstock Maintainer level 6 and level 6A as covered by this Agreement is by merit based selection.

#### **15. DISCIPLINARY MATTERS**

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- 15.1 Any investigation of a matter or incident by Aurizon for the purpose of determining whether or not disciplinary action should be taken must adhere to the principles of natural justice.
- 15.2 Pending the outcome of the disciplinary process employees may be:
  - 15.2.1 suspended from work with pay for the rostered ordinary hours lost; or
  - 15.2.2 placed on alternative duties; or
  - 15.2.3 re-assessed and returned to normal duties as suitable.
- 15.3 Where an allegation, or allegations, which, if sustained might lead to disciplinary action, is made against an employee:
  - 15.3.1 the employee shall be made fully aware of the allegations against the employee;
  - 15.3.2 the employee shall be provided with relevant information to enable the employee to provide an informed response to the allegation(s);
  - 15.3.3 the employee shall be given adequate time to prepare a response to the allegation(s);
  - 15.3.4 the employee shall be entitled to have a representative of the employee's choice, if requested, present as a witness, and to provide support and guidance where necessary at any meetings / interviews; and,
  - 15.3.5 the employee shall be given reasonable opportunity to put the employee's case in relation to the allegation(s) and, where in the opinion of Aurizon the allegations are sustained, in relation to any disciplinary action proposed.

#### **16. RAIL SAFETY ACCREDITATION, LICENCES & QUALIFICATIONS**

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- 16.1 Employees engaged in Rail Safety Work are required to be accredited, obtain and hold relevant qualifications and satisfy medical standards to operate on or about the rail network.
- 16.2 Loss of Permit, Licence or Qualification – Employee Options
  - 16.2.1 Subject to subclause 16.3 below, in the event an employee loses the employee's permit, licence or qualification and is unable to carry out the employee's normal duties as a result, the employee will:
    - a) take unpaid leave; and/or
    - b) clear accrued paid leave, subject to meeting evidentiary requirements for such leave; and/or
    - c) undertake suitable alternative employment, if available, which may result in a temporary reduction in position, classification and pay,until the employee can successfully regain the necessary permit, licence or qualification.

16.2.2 Where an employee is determined to be unfit for duty in accordance with clause 17 *Health Assessments*, and the employee undertakes alternative employment which would result in a reduction in the employee's ordinary rate of pay, the employee's substantive ordinary rate of pay will be maintained for a period of up to twelve months while undertaking such alternative employment.

16.3 In circumstances where the loss of the permit, licence or qualification is:

16.3.1 permanent; or

16.3.2 likely to extend beyond six months;

or where

16.3.3 there is no suitable position to which the employee can be temporarily or permanently placed,

Aurizon and the employee shall discuss alternative arrangements but this will not limit Aurizon's right to terminate the employee's employment in accordance with this Agreement.

## **17. HEALTH ASSESSMENTS**

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17.1 In line with the National Health Assessment Standards for Rail Safety Workers an employee is required to undertake a Health Assessment to determine whether the employee is either:

17.1.1 Fit for Duty Unconditional;

17.1.2 Fit for Duty subject to Job Modification;

17.1.3 Fit for Duty Conditional;

17.1.4 Fit for Duty Subject to Review; or

17.1.5 Permanently Unfit for Duty.

17.2 Aurizon will pay cost of the health assessment up to the point that a "determination" is made, including the assessment itself, rostered time to attend the assessment and incidental travel associated with the assessment.

17.3 Where an employee is provisionally classified as Fit for Duty Subject to Review or Temporarily Unfit as an intermediate step in the making of a determination, Aurizon will pay for the cost of further medical testing only in respect of new, or suspected new, medical conditions. Aurizon will not pay the cost of investigation of existing, known medical conditions.

17.4 Where testing in accordance with subclause 17.3 above reveals no new condition which impacts on the employee's assessment, the employee will be reimbursed any leave taken solely as a consequence of the provisional classification.

## **18. STAND DOWN**

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18.1 Aurizon may stand down an employee without pay for any period during which the employee cannot be usefully employed due to any cause outside of Aurizon's control including industrial action.

18.2 As soon as practicable and prior to any definite decision to stand down employees employed under this Agreement, Aurizon shall consult with the relevant employees and/or their nominated representatives about the reasons for and the expected duration of the stand down. Such consultation shall involve examining opportunities for other useful work including any required training and re-accreditations or other strategies to reduce the impact of the stand down on employees.

- 18.3 Each employee to be stood down shall be provided with written notice at least one day in advance of the stand down and such notice shall include the commencement date of the stand down, the reason for the stand down and the expected duration. The notice shall also include advice of the employee's right to seek alternative employment during the stand down period or to terminate the employee's employment without the provision of notice as usually required under the terms of subclause 11.2, *Termination of Employment*.
- 18.4 Employees stood down may elect to have a stand down period treated as paid annual or long service leave where they have adequate accruals of such paid leave.
- 18.5 Any period for which an employee is not paid due to the operation of this clause will count as service for the accrual of leave to which the employee would otherwise be entitled under this Agreement, provided that the employee resumes work:
- 18.5.1 as required by Aurizon at the end of the stand down period; or
- 18.5.2 if the employee has gained alternative employment and the employee is required to serve out a notice period with the other employer, then at the end of that notice period.
- 18.6 An employee who has been stood down is entitled to payment for any public holiday occurring during the period of stand down.

## **PART 3 - WORKING ARRANGEMENTS**

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### **19. HOURS OF WORK**

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The working hours arrangements for employees shall be as follows:

- 19.1 The ordinary hours of work shall be an average of 38 hours per week averaged over two roster cycles (four-weeks). Shifts will be arranged at Aurizon's discretion. Ordinary shifts and additional shifts may be worked over any of the 24 hours of the day and any day of the week, Sunday to Saturday inclusive.
- 19.2 The length of the roster cycle shall usually be two weeks in duration but may be increased in two week increments in accordance with the following:
- 19.2.1 Increases in the roster cycle length shall be subject to Aurizon's approval based on the suitability of the proposed cycle length to the operations of the depot; and
- 19.2.2 The implementation of a change to the roster cycle length, following Aurizon's approval in principle, shall then be subject to majority support by the employees working on that roster.
- 19.3 Rostered Shift Lengths
- 19.3.1 The minimum shift length for normal rostered shifts for full time employees shall be 7 hours.
- 19.3.2 Subject to the following provisions, employees may be rostered in shifts of any length between seven and twelve hours.
- 19.3.3 Shift lengths between four hours and less than seven hours shall not be used for normal rostered work but may be used in circumstances including: travel, meetings, training, health assessments, drug and alcohol tests or other similar appointments, and overtime shifts.
- 19.3.4 Call outs may be less than four hours, however, a minimum payment of four hours shall apply.
- 19.4 Extension of Rostered Hours
- Subject to the provisions of subclause 20.4, Other Working Arrangements, employees may be required to work reasonable hours beyond the rostered hours due to operational requirements.
- 19.4.1 For reasons other than an emergency employees may decline to work a shift beyond 12 hours.
- 19.4.2 In the case of an emergency, employees may be required to work shifts up to a maximum of 14 hours.
- 19.4.3 The working of shifts beyond 12 hours up to the maximum 14 hours shall be subject to the employee's indication of their fitness to continue and employees may decline to undertake duties after having been on duty for 12 hours.
- 19.4.4 For the purpose of this subclause "emergency" means an actual or imminent occurrence (such as fire, flood, storm, earthquake, explosion, accident, epidemic or warlike action) which endangers, or threatens to endanger, the safety of persons or destroys or damages, or threatens to destroy or damage property.
- 19.5 Maximum Hours and Shifts
- 19.5.1 Employees may be rostered up to a maximum of 48 hours per week (inclusive of ordinary and additional hours) over the roster cycle; however, employees may work more than the maximum rostered hours if requested and the employee is prepared to do so.

19.5.2 Shift numbers per week:

- a) The maximum number of ordinary shifts shall be an average of five shifts per week averaged over the roster cycle; and
- b) The maximum number of additional shifts (rostered or unrostered) shall be an average of one shift per week averaged over the roster cycle. An employee is entitled to a minimum break of 48 hours after the employee has worked ten consecutive shifts of any duration; and to a minimum break of 36 hours after working four consecutive shifts of 10 hours or more.
- c) For the purpose of this provision, “**consecutive shifts**” are shifts where the break between shifts is less than 24 hours.

19.5.3 Shift rosters will be prepared in line with the provisions of this clause, subclause 46.3 of clause 46, *Consultation*, and the provisions of clause 7, *Intent and Objectives*, including subclause 7.8 - providing an appropriate work/life balance within the framework of a 24/7 operational environment and the employees’ family, domestic, community and social requirements.

19.5.4 Any dispute about shift rosters may be dealt with in accordance with clause 47, *Resolving Differences*.

19.6 Rest Periods

19.6.1 Employees are entitled to minimum rostered rest periods between shifts as follows:

Following shifts up to 10 hours -	10 hours
Following shifts greater than 10 hours and up to 12 hours -	12 hours

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

19.6.3 Employees may be called out to attend to an emergency (as defined in paragraph 19.4.4 above) without having had the minimum rostered rest period.

19.6.4 Where an employee has attended a callout, without having the minimum rostered rest period, the employee:

- a) shall be entitled to a minimum rest period of 11 hours before being required to commence the employee’s next period of work; and,
- b) will not lose ordinary pay and will not be required to work additional time as a result of being provided the above rest period, resulting from a call out.

19.7 Meal Breaks

19.7.1 On any shift that exceeds five hours, employees shall be entitled to meal breaks as follows: a paid break of 25 minutes for shifts up to ten hours plus a further break of 10 minutes for shifts over 10 hours. Breaks to be taken in accordance with paragraph 19.7.2 below.

19.7.2 Timing of defined paid meal breaks shall be agreed between the employee(s) and supervisor so as to cause the least disruption to the operations. In the event of there being no agreement the timing of the breaks shall be follows:

- a) The first break of 25 minutes shall be taken no later than the fifth hour of the shift; and
- b) For shifts in excess of ten hours, the second break of ten minutes shall be taken no later than five hours after the first meal break.

19.7.3 In addition to meal breaks in accordance with paragraph 19.7.1 above, employees shall be entitled to a paid refreshment break of 10 minutes at a time agreed between the employees and their immediate supervisor.

19.7.4 On any shift that incurs unplanned overtime, Aurizon will provide suitable and adequate meals where requested and if available.

#### 19.8 Shift Cancelled

19.8.1 If an employee:

- a) is advised less than 24 hours or the day before commencing work that the employee is not required for work; or,
- b) is unable to be contacted and reports for work and is advised within 30 minutes of reporting for work that the employee is not required for work,

the employee will be paid a stand-alone payment of 4 hours' pay at the employee's ordinary rate of pay.

19.8.2 The employer will record the attempts made to contact the employee prior to the commencement of the employee's rostered shift.

19.8.3 If an employee is rostered for work and given at least 24 hours' notice or contacted the day before the employee's rostered commencing time that the employee is not required for work, the employee shall not be entitled to the payment.

19.8.4 If an employee has been at work for more than 30 minutes the employee will be deemed to have commenced the shift and will be paid for the rostered shift.

#### 19.9 38 – Hour Week Arrangements – Full-Time Employees

19.9.1 The average of 38 ordinary hours per week for full-time employees shall be achieved by rostering employees on a 40-hour week basis with one shift in every four weeks (two roster cycles) being rostered as an Accrued Day Off (ADO).

19.9.2 Except as otherwise provided in this subclause ADOs shall be rostered on a Friday or a Monday. An employee's ADO may be rostered on any other day by agreement between Aurizon and the employee. Where practicable an ADO shall be rostered in conjunction with two other days on which ordinary hours are not rostered to be worked, so as to provide the employee with a three day break from work.

19.9.3 Subject to subclause 19.11 below, nothing in paragraph 19.9.2 above prevents the working of additional hours on any day.

19.9.4 Within a depot Aurizon may roster groups of employees for ADOs on different days as provided for in paragraph 19.9.2 above in order to maintain a staffing presence at the depot.

19.9.5 Where the rostering of an employee for an ADO every four weeks would cause operational difficulties or where there is agreement between Aurizon and the employee, ADOs may accumulate and be taken in a block, provided that no more than five ADOs shall be accumulated. Where five ADOs have accumulated Aurizon shall roster the employee for five ADOs Monday to Friday. Nothing in this paragraph prevents an alternative arrangement for the taking of ADOs being agreed between Aurizon and an affected employee, provided that no more than five ADOs shall be accumulated.

#### 19.10 Regional Depots

An employee temporarily transferred to a regional depot, or otherwise relieving at a regional depot, may be required to work on a day which would otherwise be the employee's ADO. Where this occurs the employee will be rostered for the ADO following the temporary transfer or period of relief.

19.11 Working on an ADO

Where an employee is required to work on a day rostered as an ADO the employee will be paid at the ordinary time rate of pay for all ordinary hours worked on the day and shall be rostered to take the ADO on an alternative Friday or Monday; or such other day as might be agreed between the employee and Aurizon. Employees required to work on a day rostered as an ADO shall where possible be given seven days' notice of such requirement. Where less than 7 days' notice is given, an employee may refuse to work on the employee's ADO where the requirement to work is unreasonable according to the criteria outlined in subclause 20.4, *Other Working Arrangements*.

19.12 Public Holidays

Where, in the normal course of rostering, an ADO would fall on a day that is a public holiday under this agreement, the ADO shall instead be rostered for the first ordinary working day following the holiday, or such other day as is agreed between Aurizon and the majority of affected employees.

19.13 Termination of Employment

19.13.1 Where an employee's employment terminates during an ADO cycle the employee shall be paid for time worked up to the time of termination. For sake of clarity, the employee shall not be compensated for the loss of an ADO in that cycle.

19.13.2 Any ADOs accumulated shall be paid to the employee on termination of employment. An ADO shall be paid out as eight hours at the employee's ordinary time rate of pay.

19.14 Leave

19.14.1 An ADO shall count as time towards the accrual of annual leave and personal leave.

19.14.2 Where an ADO falls during a period of annual leave or long service leave the ADO shall be debited as annual leave or long service leave as the case may be.

19.14.3 Personal leave shall not be granted for any ADO.

19.14.4 Where an employee is absent from work without pay for more than five days in any ADO cycle the employee shall not be entitled to an ADO in that cycle.

19.15 38 – Hour Week Arrangements – Part Time and Casual Employees

19.15.1 Part-time and casual employees shall not be entitled to ADOs.

19.15.2 The hourly rate of pay for part-time and casual employees (excluding casual loading) shall be the hourly rate for the appropriate classification in clause 21, *Rates of Pay* multiplied by 40 and divided by 38.

19.15.3 Part-time employees shall accrue entitlements to annual leave and personal leave in the ratio that their average weekly ordinary hours bear to 38.

19.15.4 A casual employee not required to work on a day because the day is an ADO for the depot, or section of a depot in which the employee is engaged, shall not be paid for that day regardless of the number of hours the employee might have worked in the relevant ADO cycle.

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**20. OTHER WORKING ARRANGEMENTS**

20.1 Notice Required if Unable to Attend Work

20.1.1 If an employee is unable to attend work as required the employee will advise the employee's supervisor, or another authorised person, as soon as practicable.

20.1.2 Where possible the employee shall also advise of the expected duration of the absence and will continue to advise where there are any changes to the expected day or time of return to work.

- 20.2 Employees are required to provide details of their usual telephone number(s) at which they may be contacted for the purpose of notifying them of changes to their roster or working arrangement or for callouts. Procedures in relation to the notification of changes will be in accordance with any rostering principles in place or individual arrangements made between Aurizon and the employee involved.
- 20.3 Subject to operational requirements, fatigue management principles, prior consent by their supervisor and the arrangement being cost neutral to Aurizon, employees may mutually exchange shifts.
- 20.4 An employee may refuse to work additional hours beyond the ordinary hours or beyond the rostered hours for a shift on a specific occasion due to circumstances where the requirement to work those additional hours would be unreasonable having regard to:
- 20.4.1 any risk to the employee's health and safety;
  - 20.4.2 the employee's personal circumstances including any family or carer responsibilities;
  - 20.4.3 the needs of the workplace or Aurizon;
  - 20.4.4 the notice (if any) given by Aurizon of the requirement to work those additional hours and by the employee of the employee's intention to refuse; and
  - 20.4.5 any other relevant matter.

## PART 4 - REMUNERATION AND OTHER PAYMENTS

### 21. RATES OF PAY

21.1 The rates of pay from the commencement of this agreement are as follows:

Classification	From first pay period commencing on or after 11 May 2021 (3% increase)		
	Base Rate	With leave Loading (21.6)	
		1.3%	1.9%
Rollingstock Maintainer - Level 1	\$61,542	\$62,342	\$62,711
Rollingstock Maintainer - Level 2	\$65,060	\$65,906	\$66,296
Rollingstock Maintainer - Level 3	\$69,361	\$70,263	\$70,679
Rollingstock Maintainer - Level 4	\$73,013	\$73,962	\$74,400
Rollingstock Maintainer - Level 5	\$76,121	\$77,111	\$77,567
Dual Function Maintainer - Level 1	\$61,542	\$62,342	\$62,711
Dual Function Maintainer - Level 2	\$66,452	\$67,316	\$67,715
Dual Function Maintainer - Level 3	\$70,843	\$71,764	\$72,189
Dual Function Maintainer - Level 4	\$74,471	\$75,439	\$75,886
Dual Function Maintainer - Level 5	\$77,392	\$78,398	\$78,862
Rollingstock Maintainer - Level 6	\$79,228	\$80,258	\$80,733
Rollingstock Maintainer - Level 6A	\$83,733	\$84,822	\$85,324
Tradesperson - Level 5	\$87,432	\$88,569	\$89,093
Tradesperson - Level 6	\$91,595	\$92,786	\$93,335
Tradesperson - Level 7	\$95,759	\$97,004	\$97,578
Tradesperson - Level 8	\$99,921	\$101,220	\$101,819
Tradesperson - Level 8A	\$105,334	\$106,703	\$107,335
Storeperson Level 1	\$61,542	\$62,342	\$62,711
Storeperson Level 2	\$76,121	\$77,111	\$77,568

21.2 The rates for trades classifications include a pay component (\$18.65 per week) for the provision, and maintenance of tools not including power tools, special purpose tools and precision measuring instruments which will be provided by Aurizon.

21.3 Apprentice Rates of Pay

21.3.1 Apprentices will be paid the following percentages of the Level 5 tradesperson's rate of pay

	%
1st Year	42
2nd Year	55
3rd Year	75
4th Year	88

21.3.2 An apprentice aged 21 years or older shall be paid a rate of pay no less than the 3rd year apprentice rate, provided that in the fourth year of apprenticeship the 4<sup>th</sup> year apprentice rate will apply.

21.3.3 Existing employee

- a) A person employed in a classification under this Agreement as a full-time, part-time or systematic casual employee for a continuous period of at least 12 months immediately prior to entering into a training agreement as an adult apprentice will be paid at the base rate of pay for the classification in which they were employed immediately prior to entering into the training agreement, plus the appropriate loading under subclause 21.6.

- b) Where the relevant apprentice rate of pay is higher than the rate of pay calculated under subparagraph 21.3.3a), the higher rate shall apply.

21.4 Rates of Pay - Adjustment

21.5 The base rate of pay for each classification will increase as follows:

21.5.1 From the beginning of the first pay period commencing on or after:

- a) July 1 2022 – 3.0%
- b) July 1 2023 – 2.5%
- c) July 1 2024 – 2.0%

Rates of pay, reflecting the above increases are shown at Appendix 2

21.6 Leave Loading

21.6.1 In lieu of leave loading being paid at the time of taking annual leave, employees shall be paid the following additional percentage of the base rate of pay as provided at subclause 21.1 *Rates of Pay*:

- a) Employees who accrue annual leave at 4 weeks per year - 1.3%.
- b) Employees who accrue annual leave at 5 weeks per year - 1.9%.

21.6.2 This percentage shall be changed at the same time as an employee's leave accrual rate changes if an employee moves to or from an entitlement to additional leave in accordance with sub clause 32.2, *Annual Leave*.

21.7 Productivity Incentive

21.7.1 Subject to meeting Key Performance Indicators set, employees will be paid an annual bonus each December.

21.7.2 The Key Performance Indicators are:

- a) Locomotive Availability;
- b) Wagon Maintenance Completed;
- c) Locomotive Reliability;
- d) Locomotive Quality; and
- e) Storekeeping Accuracy.

21.7.3 Targets will be set annually in advance by Aurizon in consultation with employees.

21.7.4 Aurizon will have the final decision on the targets set against each Key Performance Indicator.

21.7.5 The annual targets, and progress against those targets will be displayed at each workplace.

21.7.6 The following Table explains the definition of the Key Performance Indicators (KPIs) and the intended measurement and method of calculation:

Key Performance Indicators	Measured In	Calculated	Achieved Actual Number
Locomotive Availability	Percentages (%)	Daily, across the Fleet. Based on a ratio of numbers of units available for traffic against numbers of units 'serviceable' (not in general overhaul, modifications or laid up).	Average % across the year and across all classes based on the aggregated daily numbers.
Wagon Maintenance Completed	Percentages (%)	Weekly. Based on the ratio between maintenance completed against maintenance planned, as programmed in SAP.	Average % across the year across all classes and across all depots based on the aggregated weekly numbers.
Locomotive Reliability	Delays per 100,000 km	Actual numbers using the Freight Management System as the database but after reported delay reports have been agreed to by Rollingstock Services.	Average across the year based on the monthly capture of agreed delay data.
Locomotive Quality	Total failures or delays in excess of 15 minutes	Actual numbers using Freight Management System as the database but after reported delay reports have been agreed to by Rollingstock Services	Actual total numbers in the year up to the agreed date of award.
Storekeeping Accuracy	Percentages (%)	Based on outcomes of quarterly audits conducted by Management expressed as a ratio of the numbers of correctly catalogued and stored inventory, against that authorised in SAP.	Average compliance achieved across the year from all audits across all depots.

## 22. SATURDAY & SUNDAY (WEEKEND) PAYMENT

- 22.1 Employees who work on Saturday or Sunday as part of their rostered hours in accordance with subclause 19.5, *Maximum Hours and Shifts*, shall be paid an additional payment of 0.7 times the employee's ordinary rate of pay for all rostered time worked on those days.
- 22.2 Employees who work on Saturday or Sunday which is not part of their rostered hours shall be paid overtime in accordance with clause 24, *Additional Hours (Overtime) Payments*.

## 23. SHIFT WORK PAYMENTS

- 23.1 The provisions of this clause apply to shifts rostered in accordance with subclause 19.5, *Maximum Hours and Shifts* and do not apply to unrostered additional hours (overtime) shifts.
- 23.2 Employees who work a shift where 4 hours or more of that shift are between 1800 hours and 0600 hours will be paid an allowance of 25% of the employee's ordinary rate of pay for all hours worked in that shift.

- 23.3 Where an employee works a shift where less than 4 hours of the shift are between 1800 hours and 0600 hours, then only the hours worked between 1800 hours and 0600 will attract the allowance of 25% of the ordinary rate of pay.
- 23.4 Work performed by an employee in excess of the rostered ordinary hours of the employee's shift will attract the applicable overtime payment in lieu of the shift work allowance.

#### **24. ADDITIONAL HOURS (OVERTIME) PAYMENTS**

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- 24.1 All time worked in excess of the ordinary hours for the roster cycle or pay fortnight, as the case may be, will be paid at the applicable overtime rate.
- 24.2 Except where an employee and Aurizon have agreed to a time off in lieu arrangement, all time worked in excess of the rostered hours for the shift will be paid on a 'stand alone' basis at the applicable overtime rate.
- 24.3 Additional hours payments made under this Agreement shall be paid only once for any of those additional hours worked.
- 24.4 Employees shall be paid for additional hours at the overtime rate of 1.7 times the ordinary rate of pay.

#### **25. ADDITIONAL RESPONSIBILITIES**

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- 25.1 Where an employee undertakes, on a temporary basis, the substantial responsibilities of another position covered by this agreement which has a rate of pay higher than the employee's rate of pay, the employee will be paid for the time the additional responsibilities are assumed at the rate of pay for the higher position, but if they are so engaged for more than half of one day or shift they shall be paid at the higher rate for the whole day or shift.
- 25.2 Should the employee fulfil the duties of a higher position continuously for a period greater than three months then that employee will be paid at the applicable rate of the higher position for the purposes of all paid leave taken until the employee returns to the employee's substantive position.

#### **26. WORK BASED ALLOWANCES & PAYMENTS**

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- 26.1 Electrical License Allowance
- 26.1.1 An electrical tradesperson, who holds and is required, in the course of their employment, to undertake work requiring a current "A" grade electrical licence issued pursuant to the relevant regulation made under the Electricity Act, 1945 (WA) shall be paid \$31.94 per week which shall be included in and form part of the employee's ordinary rate of pay for all purposes.
- 26.1.2 The Electrical Licence Allowance shall increase by the same percentage and at the same time as the agreement increases provided for at subclause 21.4, *Rates of Pay*.
- 26.2 Nominee Allowance
- An "A" grade electrical licensed tradesperson required to act as a nominee for an in house electrical contracting licence shall be paid an allowance of \$66.89 per week.
- 26.3 Call Out Payment
- 26.3.1 An employee who is called out for a non-rostered shift to attend derailments and/or critical re-mobilisation on site will be paid a stand-alone call out payment of \$100.00 for the shift.
- 26.3.2 The payment is in addition to any other payments associated with attending that particular call out.

## 27. EXPENSES

Expenses incurred by an employee while on Aurizon’s business will be paid in accordance with the following provisions and Aurizon’s policy concerning expenses. Employees shall only be paid expenses when a cost is actually incurred and employees may be required to provide evidence to Aurizon’s satisfaction of those costs incurred.

### 27.1 Away from home and meal expenses

An employee required to temporarily reside away from home shall be paid by either the reimbursement of reasonable costs incurred or the payment of an away from home allowance. An employee required to work away from home will be informed of the method to apply as part of finalising the arrangements prior to the employee going away.

#### 27.1.1 Reimbursement Method

- a) Where reimbursement is to apply Aurizon will reimburse the employee for all reasonable accommodation, meals and incidental costs incurred on the provision of valid tax invoices for the expenses incurred.
- b) Where an employee is unable to meet the costs of accommodation and / or meals the employee may be paid an advance equivalent to the estimated cost of accommodation and or meals and subsequently adjusted on the provision of valid tax invoices for the expenses incurred.

#### 27.1.2 Away from Home Allowance Method

- a) An employee who utilises hotel / motel type accommodation shall be paid away from home allowances in accordance with the following table:

Location	Accommodation Rate per day \$	Food & Drink			Incidentals \$	Total \$
		B'fast 28.70	Lunch 32.30	Dinner 55.05		
Perth metro area	180.00	116.05			20.40	316.45
Albany	179.00	116.05			20.40	315.45
Bunbury	155.00	116.05			20.40	291.45
Geraldton	165.00	116.05			20.40	301.45
Kalgoorlie	172.00	116.05			20.40	308.45
Northam	143.00	116.05			20.40	279.45
Esperance	155.00	116.05			20.40	291.45
		B'fast 25.75	Lunch 29.35	Dinner 50.65		
Other regional areas	114.00	105.75			20.40	240.15

- b) The away from home allowance, or the relevant component(s), shall not be paid where accommodation and / or meals are paid for by Aurizon or included as part of the cost of travel (eg. plane travel), training course or conference.
- c) Payment of an allowance for incidental expenses will only be made to an employee in conjunction with an overnight stay. Incidental expenses are extra costs incurred because the employee is away from home for work purposes and do not include personal expenses, which would normally be incurred by the employee in the course of the employee’s working day.
- d) The away from home allowance rates are in accordance with the “Reasonable Daily Travel Allowance amounts” as declared by the Australian Taxation Office (ATO). These amounts, including any changes to the specified high cost country

centres, shall be adjusted each year following publication by the ATO and be effective from the commencement of the first pay period on or after July 1 each year.

27.2 Meal Expenses not involving an overnight stay

Subject to approval by Aurizon, reasonable costs incurred by an employee for meals while on Aurizon business that does not involve an overnight stay will be reimbursed (up to the maximum value for the relevant meal as provided for at paragraph 27.1.2 above) on the provision of valid tax invoices for the expenses incurred.

27.3 Other Expenses

Other expenses reasonably incurred, including costs incurred in excess of an allowance paid, may be reimbursed in accordance with Aurizon's policy subject to the employee providing valid tax invoices for those costs incurred.

27.4 Use of Private Motor Vehicles

27.4.1 Where an employee agrees to use the employee's own vehicle to travel to a temporary location as provided in paragraph 13.7.2 *Employee Transfers*, the employee is entitled to claim 72 cents per kilometre for the distance travelled on work related duties.

27.4.2 The cents per kilometre rate is in accordance with the "Claiming a deduction for car expenses using cents per kilometres method" as declared by the Australian Taxation Office (ATO). These amounts shall be adjusted each year following publication by the ATO and be effective from the commencement of the first pay period on or after July 1 each year.

27.4.3 Managers/supervisors approving the use of a private motor vehicle by an employee must be satisfied that the employee's motor vehicle is roadworthy and appropriately licensed

## 28. PAYMENT OF REMUNERATION

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28.1 Employees' salaries shall be paid in fortnightly instalments on a day determined by Aurizon and advised to the employees.

28.2 All remuneration shall be paid into accounts, with a bank, building society or credit union, as nominated by the employee.

28.3 Subject to subclause 19.15.2 the calculation of an employee's fortnightly rate is the per annum rate multiplied by 12 and divided by 313 and the hourly rate is the fortnightly rate divided by 80.

## 29. RECOVERY OF OVERPAYMENT

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

29.2 Aurizon may also deduct up to three hours' pay at the ordinary hourly rate from the employee's wages each fortnight until the overpayment is recovered; provided that:

29.2.1 The first deduction must not occur any earlier than two weeks following the issue of a written notice to the employee which includes a description of the nature and timing of the overpayment.

29.2.2 The employee is advised of a right to request alternative repayment arrangements in circumstances where employees might experience financial hardship.

29.3 Nothing in this clause prevents Aurizon and the employee agreeing in writing to a deduction or deductions greater than three hours' ordinary pay per fortnight.

### **30. SALARY PACKAGING**

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- 30.1 An employee may, by arrangement with Aurizon, enter into a salary packaging arrangement in accordance with Australian Taxation Office requirements and other relevant legislation.
- 30.2 An employee entering into a salary packaging arrangement is accountable for compliance with their personal taxation obligations and will bear any costs associated with entering into the arrangement including the costs of obtaining financial advice.
- 30.3 Aurizon will not be liable for any costs should the law or the policy on salary packaging change in the future.

### **31. SUPERANNUATION**

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- 31.1 Aurizon will make superannuation contributions on the employee's behalf on a fortnightly basis, as provided by the Superannuation Guarantee (Administration) Act 1992, as varied from time to time (SGA Rate) into a regulated complying Superannuation Fund of the employee's choice. Contributions shall be based on the rate of pay for the employee's classification in clause 21, *Rates of Pay*.
- 31.2 In the case of a new employee, superannuation fortnightly contributions will only commence once a complying fund has been selected. All accrued entitlements prior to the selection will then be paid into that fund.
- 31.3 An employee may enter into an agreement with the employer to salary sacrifice into a complying superannuation fund. The employee must specify a fixed amount to be salary sacrificed.
- 31.4 Where an employee is in receipt of Workers' Compensation payments from Aurizon, Aurizon will continue to make superannuation contributions on the employee's behalf by applying the SGA Rate to the gross Workers Compensation payment.

## **PART 5 - LEAVE**

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### **32. ANNUAL LEAVE**

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- 32.1 Full Time employees shall be entitled to 4 weeks' paid annual leave per year.
- 32.2 Where an employee's ordinary hours of work are systematically rostered throughout the 24 hours of the day and / or the 7 days of the week the employee will be entitled to an additional week of paid annual leave per year.
- 32.3 Annual Leave will accrue weekly and unused annual leave accumulates from year to year.
- 32.4 Part time employees will accrue annual leave on a pro rata basis.
- 32.5 Annual leave shall be paid at the employee's ordinary rate of pay.
- 32.6 Annual leave may be taken as agreed between Aurizon and the employee.
- 32.7 An employee may, subject to Aurizon's agreement, accrue annual leave up to a maximum of 6 weeks annual leave in the case of employees entitled to 4 weeks annual leave per year and 8 weeks annual leave in the case of employees who accrue 5 weeks annual leave per year. Aurizon and an employee may also enter into an agreed leave plan that allows leave to accrue beyond the limits provided for in this clause.
- 32.8 Where a public holiday falls within a period of annual leave the day shall be treated as a public holiday and not debited as annual leave.
- 32.9 For the purpose of debiting annual leave, a day's annual leave shall be eight hours and a week's annual leave shall be 40 hours, pro rata for part time workers.
- 32.10 For the purpose of rostering whole weeks of annual leave a week shall be seven days commencing at 0001 hours on the first day and ending at 2359 hours on the seventh day. Consequently, an employee will not be rostered for a shift which finishes on the first day of annual leave.
- 32.11 Each year before June 30, Aurizon shall post a leave roster at each work location showing the planned dates for clearance of annual leave by employees. Leave rosters shall be compiled with due consideration to employee requests and the equitable sharing of leave during particular seasons and periods of demand. The application process will include the employee nominating specific times the leave is requested, which will then be considered by Aurizon.
- 32.12 An employee may cash out a portion of the employee's accrued annual leave subject to the following conditions:
- 32.12.1 Each cashing out of a portion of leave must be by separate written agreement between the employee and Aurizon.
- 32.12.2 The minimum amount of leave to be cashed out is eight hours.
- 32.12.3 The employee's remaining accrued entitlement to paid annual leave after the cashing out must be no less than 160 hours.
- 32.12.4 In all cases the cashed out leave will form part of the employee's taxable earnings and Aurizon will deduct applicable tax.
- 32.12.5 In considering any application by an employee to cash out annual leave Aurizon will take into account the potential workplace health and safety impact on the employee of the leave not being taken.

### **33. LONG SERVICE LEAVE**

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- 33.1 Employees will receive thirteen weeks' long service leave for each ten years of continuous service. For each year of additional continuous service above ten years, long service leave will accrue at the rate of 1.3 weeks of leave per year.

- 33.2 Long service leave shall be taken in one period, unless otherwise agreed between Aurizon and the employee.
- 33.3 Long service leave shall be paid at the employee's ordinary rate of pay.
- 33.4 Where a public holiday falls within a period of long service leave the day shall be paid as a public holiday and not debited as long service leave.
- 33.5 For the purpose of this clause, "continuous service" includes any period during which the employee is absent on paid leave or workers' compensation but does not include any period exceeding two continuous weeks during which the employee is absent on leave without pay including parental leave, or any period for which an employee has received a payment in lieu of the accrual of long service leave.
- 33.6 An employee will be entitled to pro rata long service leave under the following circumstances:
- 33.6.1 where Aurizon terminates the employee's services for the reason of redundancy or ill health where the employee is certified permanently unfit to perform the duties of the employee's appointed position; or
- 33.6.2 upon termination of employment, for reasons other than serious misconduct, where the employee has completed seven years' continuous service.

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

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- 34.1 A full time employee is entitled to paid personal/carer's leave of up to 80 hours for each completed year of service (pro rata for a part time employee) and it may be taken by the employee as follows:
- 34.1.1 where the employee is unable to attend work due to personal illness or injury; or,
- 34.1.2 where the employee needs to provide care or support to a member of the employee's immediate family or household because of a personal illness or an unexpected emergency affecting the member.
- 34.2 For the purpose of this clause the following are members of an employee's immediate family or household:
- 34.2.1 a spouse/ partner/same sex partner, a de facto spouse/ partner/same sex partner, a child, parent, grandparent, grandchild, sibling or other close family member of the employee;
- 34.2.2 a child, parent, grandparent, grandchild or sibling of the employee's spouse; and,
- 34.2.3 any other person who, at or immediately before the relevant time for assessing the employee's eligibility to take leave, lived with the employee as a member of the employee's household.
- 34.3 The granting of leave under this clause is subject to the employee complying with the notice provisions of subclause 20.1, *Notice Required if Unable to Attend Work*.
- 34.4 Personal/carer's leave will be paid at the employee's ordinary rate of pay.
- 34.5 Unused personal/carer's leave will accumulate from year to year.
- 34.6 An employee's accrued personal/carer's leave will be debited in accordance with the rostered hours lost as a result of the leave.
- 34.7 Personal leave will not be paid to an employee whilst the employee is on long service leave unless the employee is sick or injured during a period of long service leave for a period of seven consecutive days or more, and produces at the time, or as soon as practicable thereafter, evidence to Aurizon's satisfaction that the employee was confined to his/her place of residence or hospital, then approval shall be given to grant personal leave for the period.

- 34.8 This approval will be for the period during which the employee was confined to his/her place of residence or hospital, provided that the employee has sufficient leave accrued to cover the period.
- 34.9 After approval Aurizon will reinstate long service leave equivalent to the period of confinement.
- 34.10 An employee shall not be entitled to be paid for any absence during any period for which the employee is entitled to workers' compensation.
- 34.11 No payment will be made in respect of unused personal leave on termination of employment.
- 34.12 Provision of Evidence
- 34.12.1 Employees shall provide evidence that would satisfy a reasonable person, such as a medical certificate or statutory declaration, for absences in accordance with this clause.
- 34.12.2 The maximum number of consecutive days of personal/carer's leave that an employee may take without having to provide the evidence referred to in paragraph 34.12.1 above shall be two days.
- 34.12.3 Despite the provisions of paragraph 34.12.2 above, where Aurizon believes that an employee is misusing the entitlement to leave under this clause, Aurizon may, following discussion of its concerns with the employee, require the employee to provide evidence in accordance with paragraph 34.12.1 above.
- 34.12.4 An employee shall not be required to provide evidence of absence in respect of any period where the employee undergoes an Aurizon health assessment that indicates the employee is unfit for duty.
- 34.13 Medically Unfit - Cessation of Employment
- 34.13.1 Where an employee is absent on personal leave (paid or unpaid) for a period of six months or more, and Aurizon has a good and sufficient reason to believe that the employee will be unable to return to work or is unable to undertake the duties of the position due to being medically unfit, Aurizon may at its cost, direct the employee to undertake a health assessment by a qualified medical practitioner to determine the employee's fitness for work.
- 34.13.2 Where it is determined that the employee is medically unfit for duty and unable to return to their substantive position or suitable alternative employment now or in the foreseeable future, cessation of employment will commence. In such cases, employees can clear their accumulated personal/carer's leave entitlement before the cessation of employment takes effect. This provision does not apply to employees on workers' compensation.

## **35. INCOME PROTECTION**

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- 35.1 Subject to subclauses 35.2 and 35.3 below, where an employee is absent from duty due to personal illness or injury for a continuous period of more than two weeks, Aurizon will pay the employee an income protection payment, equivalent to the employee's base rate of pay, up until the end of the sixteenth week of the absence.
- 35.2 The income protection payment will not apply to any part of the absence for which the employee is entitled to paid personal leave.
- 35.3 For any period for which an employee is entitled to an income protection payment Aurizon may require the employee to provide a medical certificate certifying that the employee is not fit for work for that period.

- 35.4 For the purposes of this clause, for employees in receipt of workers' compensation payments, after the expiration of the 13 weeks of average weekly earnings payments, Aurizon will pay the employee an income protection payment, inclusive of workers' compensation payments, equivalent to the employee's base rate of pay, for a further 3 weeks.
- 35.5 Payments to an employee under this clause may be limited by Aurizon to a maximum of 14 weeks' pay for any one illness or injury.

### **36. UNPAID PERSONAL OR CARER'S LEAVE**

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- 36.1 In the event an employee's entitlement to paid carer's leave is exhausted, or where an employee has no entitlement to paid carer's leave, an employee will be entitled to up to two days unpaid carer's leave for each occasion a member of the employee's immediate family or a member of the employee's household requires care or support because of:
- 36.1.1 a personal illness, or injury, of the member; or
- 36.1.2 an unexpected emergency affecting the member.
- 36.2 Aurizon may require the employee to provide evidence that would satisfy a reasonable person in order to approve unpaid carer's leave in accordance with this clause.
- 36.3 The granting of leave under this clause is subject to the employee complying with the notice provisions of subclause 20.1, *Notice Required if Unable to Attend Work*.
- 36.4 Where an employee has insufficient accrued personal/carer's leave to cover the employee's absence, then annual leave may be granted to cover the absence.

### **37. COMPASSIONATE LEAVE**

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- 37.1 Employees (except casual employees) may be entitled to take three days' paid compassionate leave per occasion:
- 37.1.1 for the purpose of spending time with a member of the employee's immediate family or household who:
- a) has or develops a personal illness that poses a serious threat to his or her life; or
- b) sustains a personal injury that poses a serious threat to his or her life.
- or
- 37.1.2 after the death of a member of the employee's immediate family or a member of the employee's household; or
- 37.1.3 a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive.
- 37.2 Aurizon may require an employee taking leave under this clause to provide documentary evidence that would satisfy a reasonable person of the relevant illness, injury, death or stillbirth.
- 37.3 Compassionate leave shall be paid at the employee's ordinary rate of pay.
- 37.4 An employee absent on compassionate leave will be paid for the rostered hours lost by the employee as a result of the absence.

### **38. PARENTAL LEAVE**

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- 38.1 Eligible employees will be entitled to unpaid parental leave in accordance with the Act.
- 38.2 Subject to the notice and evidence requirements under the Act, eligible employees will also be entitled to paid parental leave as set out below:

- 38.2.1 12 weeks' paid maternity leave for the birth parent.  
This leave may commence up to 6 weeks before the expected birth date and must include the 6 weeks immediately following the birth.
- 38.2.2 1 week's paid parental leave for a non-birth parent who will not be the primary caregiver.  
This leave must commence within 4 weeks of the birth of the child.
- 38.2.3 12 weeks' paid parental leave for a non-birth parent who will be the primary care giver.  
a) An employee will be entitled to this leave where the birth parent is unable to be the primary care giver upon the birth of the child due to injury, illness or death of the birth parent.  
b) This leave must commence within 4 weeks of the birth of the child.  
c) This leave is subject to the employee providing Aurizon with evidence that would satisfy a reasonable person confirming that the birth parent is medically unfit and therefore unable to be the primary care giver upon the birth of the child; or has died.
- 38.2.4 1 week's paid adoption leave for employees who will not be the primary care giver.  
This leave must commence within 4 weeks of the date of placement of the child.
- 38.2.5 12 weeks' paid adoption leave for employees who will be the primary care giver.  
This leave must commence no later than the date of placement of the child.
- 38.3 Employees are entitled to take up to a total of 52 weeks' parental leave. This includes any unpaid parental leave, paid parental leave under this clause, paid parental leave under the Commonwealth Paid Parental Leave scheme or any annual or long service leave taken by the employee during a period of unpaid parental leave.
- 38.4 Employees may apply to take leave of up to an additional 52 weeks in accordance with the Act.

## **39. LAW COURT ATTENDANCE**

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- 39.1 **Jury Service**
- 39.1.1 An employee who attends court for jury service will be paid at the employee's ordinary rate of pay including payments associated with the rostered shift the employee would have worked (excluding additional hours) had the employee not taken the leave.
- 39.1.2 Aurizon will reduce the amount payable under 39.1.1 above by the amount of any payment received by the employee from the court for the same period.
- 39.1.3 Where an employee is required to be available for Jury Service during a period of approved annual leave and before the leave commences the employee advises Aurizon of the requirement and requests amendment to the period of approved leave, Aurizon shall treat the period of Jury Service as normal working time and shall make such amendments to all or part of the period of approved leave as might be requested and as might be reasonably accommodated within the Leave Roster described at subclause 32.11, *Annual Leave*.
- 39.2 **Other Court Attendance**
- 39.2.1 An employee who attends a court on behalf of Aurizon should be rostered to attend in working time.

- 39.2.2 Payment is to be at the employee's ordinary rate of pay including payments associated with the rostered shift the employee would have worked (excluding additional hours).
- 39.2.3 The employee is also to be reimbursed any reasonable expenses associated with attending court.
- 39.2.4 Attendance at a court by an employee, for reasons other than jury service or on behalf of Aurizon, should be supported by a certificate of attendance (or other appropriate evidence) and will be treated as leave without pay.

#### **40. DEFENCE FORCE RESERVES AND EMERGENCY SERVICES**

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- 40.1 An employee shall be provided with leave for training with the Defence Force Reserves in accordance with the Defence Reserve Service (Protection) Act 2001 (Cth).
- 40.2 An employee who is a voluntary member of a civil emergency group, e.g. State Emergency Service or the Bush Fire Service, may be granted paid leave to attend an emergency call out subject to:
- 40.2.1 Aurizon's operational requirements; and
- 40.2.2 Aurizon receiving and approving a request from the organisation involved (which may be after the leave has been granted).

#### **41. PUBLIC HOLIDAYS**

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- 41.1 The following days shall be deemed as public holidays:
- New Year's Day
  - Australia Day
  - Labour Day
  - Good Friday
  - Easter Saturday (for shift workers only)
  - Easter Monday
  - Anzac Day
  - Western Australia Day
  - Celebration Day (Queen's Birthday)
  - Christmas Day
  - Boxing Day
- 41.2 Public Holidays on Weekends
- 41.2.1 For shift workers any public holiday, other than Easter Saturday, which falls on a Saturday or on a Sunday, will not be observed on the Saturday or Sunday but will be observed on the following Monday.
- 41.2.2 For non shift workers any public holiday which falls on a Saturday or on a Sunday, will not be observed on the Saturday or Sunday but will be observed on the following Monday.
- 41.2.3 When Boxing Day falls on a Sunday or Monday, the public holiday will not be observed on the Sunday or Monday but will be observed on the following Tuesday.
- 41.3 A public holiday will be from 0001 hours to 2400 hours on the day deemed as the holiday.
- 41.4 Where an employee works on a public holiday, the employee will be paid eight hours pay at the ordinary rate of pay and will be paid 1.5 times the ordinary rate of pay for all hours worked on the public holiday.
- 41.5 Where an employee is called out on a public holiday the employee will be paid at the additional hours rate as provided for at clause 24, *Additional Hours (Overtime) Payments*.

- 41.6 Part-time employees are entitled to public holidays provided the holidays occur on a day, which the employee normally works.
- 41.7 A casual employee who works on a public holiday will be paid at the employee's casual rate of pay plus 1.5 times the ordinary rate for the hours worked on the day.
- 41.8 An employee who would ordinarily be rostered to work on a day but is not required to work on that day solely because it is a public holiday, will be paid for the ordinary hours the employee would have worked had the day not been a public holiday. Such hours will count towards working time.
- 41.9 The provisions of clause 41.8 do not apply to shift workers who are not rostered to work on a public holiday. On these occasions, the employee will be paid a stand-alone payment of eight hours' pay at the employee's ordinary rate of pay.

## **42. LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE**

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- 42.1 Aurizon has a Domestic and Family Violence Standard 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.
- 42.2 The Aurizon Domestic and Family Violence Standard, as amended from time to time, applies to employees covered by this Agreement.
- 42.3 In the event that the entitlement to leave to deal with family and domestic violence under the Aurizon Domestic and Family Violence Standard falls below the entitlement under the Rail Industry Award 2020, the Award provision will apply.

## **43. COVID-19 SPECIAL LEAVE**

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- 43.1 The provisions of this clause shall cease to apply on the date that Schedule X – Additional Measures During the COVID-19 Pandemic, of the *Rail Industry Award 2020*, ceases to apply.
- 43.2 Aurizon has a Coronavirus Special Leave Standard, which does not form part of this Agreement, which provides for up to 10 days paid leave for employees to assist them meet Government and Aurizon requirements to minimise spread of COVID-19.
- 43.3 The Aurizon Coronavirus Special Leave Standard applies to employees covered by this Agreement.
- 43.4 In the event that, in respect of an employee covered by this Agreement, the terms of the Aurizon Coronavirus Special Leave Standard provide a lesser benefit than that provided by Schedule X of the Award, then the provisions of Schedule X of the Award shall apply to that employee and the Aurizon Coronavirus Special Leave Standard will not apply.

## **PART 6 - GENERAL PROVISIONS**

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### **44. PERSONAL PROTECTIVE EQUIPMENT**

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- 44.1 Employees shall be issued with personal protective equipment (PPE) as appropriate to their work requirements. Such PPE shall be for the sole use of the employee it is issued to and shall not be used by other employees.
- 44.2 Aurizon shall issue PPE and other equipment as required on commencement of employment and then on a fair wear and tear basis as determined by Aurizon's PPE Policy, OS&H obligations or any specific product requirements.
- 44.3 Employees shall ensure that all such PPE is worn and maintained in accordance with Aurizon's (or applicable OS&H Act) requirements.
- 44.4 Changes proposed to PPE shall be managed through appropriate occupational safety & health processes.

## **PART 7 - CONSULTATION AND DISPUTE RESOLUTION**

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### **45. WORKPLACE REPRESENTATIVES/DELEGATES**

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Aurizon recognises the right of its employees to be represented by another employee. Such representatives must act in accordance with their contract of employment and the terms and conditions of this Agreement.

- 45.1 Where employees at the workplace have elected a workplace representative/s to represent the employee/s in employment related matters, the employer shall provide the representative/s reasonable time to discuss the relevant matter with the employee/s and management. Any employee representative will be allowed reasonable time to attend to any work related matter, where they have been so appointed. Further, Aurizon will allow employee representatives reasonable access to telephone, facsimile and photocopying facilities for the purpose of carrying out their role. The use of resources by an employee representative will be subject to the representative complying with the prevailing company policy provisions (which will not impose unreasonable restriction on the operation of this clause).
- 45.2 Aurizon further recognises Workplace Delegates who are authorised in writing by those unions who are covered by this agreement. It is recognized that these Delegates represent union members at the workplace and, in addition to those entitlements outlined above, Aurizon will permit Workplace Delegates to post formal union notices incorporating the Union letterhead signed off by the delegate and/or Union Official on company provided noticeboards. All material must be authorised by the relevant Union and comply with Aurizon workplace policies.
- 45.3 Union leave will generally be on a leave without pay basis; however, Aurizon will consider, on a case by case basis, requests by a union for a delegate's absences from work to be paid leave.
- 45.4 Employees released on this form of leave will be paid for the ordinary time lost at their ordinary rate of pay only. All other costs will be met by the nominating union.

### **46. CONSULTATION**

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- 46.1 This clause applies where Aurizon:
- 46.1.1 has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- 46.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- 46.2 Major change
- 46.2.1 For a major change referred to in paragraph 46.1.1:
- a) Aurizon must notify the relevant employees of the decision to introduce the major change; and
- b) Paragraphs 46.2.2 to 46.2.8 apply.
- 46.2.2 The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- 46.2.3 If:
- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- b) the employee or employees advise Aurizon of the identity of the representative;
- Aurizon must recognise the representative.
- 46.2.4 As soon as practicable after making its decision, Aurizon must:

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

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

46.2.6 Aurizon must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

46.2.7 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Aurizon, the requirements set out in subparagraph 46.2.1a) and subparagraphs 46.2.2 and 46.2.4 are taken not to apply.

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

- a) the termination of the employment of employees; or
- b) major change to the composition, operation or size of Aurizon's workforce or to the skills required of employees; or
- c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- d) the alteration of hours of work; or
- e) the need to retrain employees; or
- f) the need to relocate employees to another workplace; or
- g) the restructuring of jobs.

46.3 Change to regular roster or ordinary hours of work

46.3.1 For a change referred to in paragraph 46.1.2:

- a) Aurizon must notify the relevant employees of the proposed change; and
- b) Subclauses 46.3.2 to 46.3.6 apply.

46.3.2 The relevant employees may appoint a representative for the purposes of the procedures in this term.

46.3.3 If:

- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- b) the employee or employees advise the employer of the identity of the representative;

Aurizon must recognise the representative.

- 46.3.4 As soon as practicable after proposing to introduce the change, Aurizon must:
- a) discuss with the relevant employees the introduction of the change; and
  - b) for the purposes of the discussion, provide to the relevant employees:
    - i. all relevant information about the change, including the nature of the change; and
    - ii. information about what Aurizon reasonably believes will be the effects of the change on the employees; and
    - iii. information about any other matters that Aurizon reasonably believes are likely to affect the employees; and
  - c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 46.3.5 However, Aurizon is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 46.3.6 Aurizon must give prompt and genuine consideration to matters raised about the change by the relevant employees.

46.4 In this clause, *relevant employees* means the employees who may be affected by a change referred to in subclause 46.1.

## 47. RESOLVING DIFFERENCES

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### Disputes

- 47.1 If a dispute relates to:
- 47.1.1 a matter arising under the agreement; or
  - 47.1.2 the National Employment Standards,
- subclauses 47.2 to 47.8 set out procedures to settle the dispute.
- 47.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 47.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 47.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- 47.5 The Fair Work Commission may deal with the dispute in 2 stages:
- 47.5.1 the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - 47.5.2 if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - a) arbitrate the dispute; and
    - b) make a determination that is binding on the parties.

*Note : If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.*

47.6 A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

- 47.7 While the parties are trying to resolve the dispute using the procedures in this clause:
- 47.7.1 an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- 47.7.2 an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
- a) the work is not safe; or
  - b) applicable occupational health and safety legislation would not permit the work to be performed; or
  - c) the work is not appropriate for the employee to perform; or
  - d) there are other reasonable grounds for the employee to refuse to comply with the direction.
- 47.8 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this clause.

### **Grievances**

- 47.9 Where an employee has a grievance which is not a dispute in accordance with subclause 47.1 above, subclauses 47.10 to 47.13 set out procedures to settle the grievance.
- 47.10 An employee who is a party to the grievance may appoint a representative for the purposes of the procedures in this clause.
- 47.11 In the first instance, the parties to the grievance must try to resolve the grievance at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 47.12 If discussions at the workplace level do not resolve the grievance, a party to the grievance may refer the matter to the Fair Work Commission.
- 47.13 The Fair Work Commission will attempt to resolve the dispute or grievance as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation.

### **General**

- 47.14 The parties to a dispute or grievance will endeavour to resolve the issues within a reasonable timeframe.
- 47.15 An employee who wishes to raise a dispute or grievance under this clause must utilise the Resolving Differences Notification Form (Attachment A to this Agreement).

### **Representation**

- 47.16 At any stage in the process to resolve differences the parties to the dispute or grievance (ie an employee who has raised the dispute or grievance and Aurizon) may be represented by another person. Where an employee nominates another employee to be the representative ("nominated employee representative") the provisions of subclauses 47.17 to 47.19 below will apply.

### **Rights of Nominated Employee Representative**

- 47.17 A nominated employee representative will, subject to operational requirements, be permitted during working hours to represent employees in accordance with this Resolving Differences Procedure.

- 47.18 Where a representative requested by the employee cannot be released due to operational requirements the discussions referred to in this clause will not proceed until a representative is available. It is noted that in exceptional circumstances the employee representative may not be available. In such circumstances the employee should nominate an alternative representative so as not to unnecessarily hold up the progression of resolving the dispute or grievance.
- 47.19 A nominated employee representative acting in accordance with this provision is entitled to do so without loss of their normal pay.

## PART 8 - MISCELLANEOUS

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### 48. SPECIFIC PROVISIONS FOR FORMER WAGRC EMPLOYEES

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- 48.1 The provisions of this clause apply only to employees of Aurizon who have been continuously employed by Aurizon, Australian Railroad Group Employment Pty Ltd and Westrail Freight Employment Pty Ltd from 17 December 2000 and who immediately prior to such employment were employees of the Western Australian Government Railways Commission (WAGRC).
- 48.2 Long Service Leave
- 48.2.1 Employees shall be entitled to long service leave in accordance with clause 33, *Long Service Leave*, except as follows:
- a) An employee who, before the commencement of this Agreement has elected, in lieu of accruing long service leave, to receive an additional payment of 1.87% of the employee's ordinary rate of pay for all purposes may:
    - i. continue such an arrangement while this Agreement is in force; or,
    - ii. may, at any time, elect to cease receiving the additional payment and commence accruing an entitlement to long service leave.
  - b) Any period for which an employee receives a payment in lieu of the accrual of long service leave shall not be deemed to be service for the purpose of determining the employee's entitlement to long service leave but such period shall not break the employee's continuity of service.
- 48.3 Transfers
- 48.3.1 A former WAGRC employee who is required to permanently transfer away from the employee's appointed location as at December 17 2000, can elect to refuse the transfer and, if no other suitable positions are available with Aurizon in Western Australia, the employee's employment may be terminated pursuant to clause 12, *Redundancy*.
- 48.3.2 Where an employee is transferred under the circumstances dealt with in subclauses 13.1, *Permanent Transfer – Aurizon Initiated*, 13.5, *Permanent Transfer – Employee Initiated* and 13.6 *Cross Transfer Between Aurizon Locations*, the employee will lose the appointed location protection as provided for in paragraph 48.3.1 above.
- 48.4 Redundancy
- 48.4.1 For the purposes of clause 12, *Redundancy*, "continuous service" means:
- a) all service with Aurizon and its related entities as described in subclause 48.1 above; and,
  - b) all previous continuous service with the Western Australian public sector less one year's service for each four weeks transfer payment received on termination of employment with WAGRC.
- 48.4.2 To avoid any uncertainty, service with Aurizon and service with the WA public sector shall be treated as separate periods. Only completed years of continuous service with each employer shall be recognised and part years of service with either employer will not be aggregated.
- 48.4.3 The maximum payment in respect of service referred to at paragraph 48.4.1a) above shall be 52 weeks' pay.

**49. PRESERVATION OF REDUNDANCY ENTITLEMENTS FOR CERTAIN EMPLOYEES**

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- 49.1 Employees who were employed by Aurizon at 16 February 2018 and have been continuously employed by Aurizon since that date, and have their employment terminated on the ground of redundancy (including employees referred to at clause 48 above), will be entitled to two weeks' notice or pay in lieu of notice for each completed year of service up to a maximum of 12 weeks. Where the notice entitlement under subclause 11.1, *Termination of Employment*, exceeds the notice provided under this subclause, the employee will be entitled to the amount of notice, or pay in lieu, prescribed by subclause 11.1.
- 49.2 The maximum severance payment for employees who were employed by Aurizon at 16 February 2018, and who have prior service with EDI Rail recognised as service with Aurizon for the purpose of calculation of redundancy entitlements, will be the greater of:
- 49.2.1 the amount set at subclause 12.3; or
  - 49.2.2 an amount calculated in accordance with subclause 12.2 for completed years of service up to 15 February 2019.

**50. SIGNATORIES**

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**Employer**

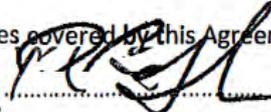
Signed for and on behalf of Australia Western Railroad Pty Ltd:

Signature and Full Name of representative: .....  ..... Alexander Barrable  
Signature Full Name

Title: General Manager Bulk South West  
Address: Level 1, 2-10 Adams Drive, WELSHPOOL, WA  
Dated: 14 April 2021

**Employee Representative**

Signed by a representative of the employees covered by this Agreement:

Signature and Full Name of representative: .....  ..... Peter Parfer  
Signature Full Name

Title: State Secretary  
Address: 24/252 Balcatta Road Balcatta 6021 WA  
Dated: 14/4/21

## APPENDIX 1 – CLASSIFICATION INDICATIVE DUTIES and REQUIREMENTS

The Indicative Duties and requirements for the classifications detailed at subclause 21.1 *Rates of Pay*, are as follows:-

CLASSIFICATION	INDICATIVE DUTIES / WORK DESCRIPTION	REQUIREMENTS Competencies, qualifications, courses and other requirements for each classification.
<p>Minimum entry level requirements for all classifications are:-</p> <ul style="list-style-type: none"> <li>• Medical, vision and hearing standards and physical mobility requirements as applicable for the role.</li> <li>• Hold a valid 'C' class driver's licence.</li> </ul> <p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>1. The duties listed are indicative only, they may not be required to be performed by employees at all times and will vary based on requirements at specific locations and particular shifts being worked. Accordingly, in some instance all listed competencies, qualifications, courses or other requirements may not be required.</li> <li>2. In this Appendix a "valid 'C' class driver's licence" means a full motor vehicle driver's licence permitting the employee to drive a motor car in the state in which the employee might be required by the company to drive in the course of the employee's duties.</li> <li>3. Progression from one Level to the next within the respective streams, unless otherwise indicated will be automatic, subject to the employee achieving the required competencies in accordance with the Training Plan.</li> <li>4. Where otherwise stated the position is to be filled by appointment.</li> </ol>		
<b>ROLLINGSTOCK MAINTENANCE STREAM</b>		
Rollingstock Maintainer - Level 1  Dual Function Maintainer – Level 1	<ul style="list-style-type: none"> <li>❖ Maintain cleanliness of locomotives, rollingstock, plant, equipment, vehicles &amp; work area</li> <li>❖ Drive vehicles and road trucks for pick up / delivery of supplies &amp; equipment;</li> <li>❖ Operate fixed / mobile plant and equipment in accordance with qualifications/competence;</li> <li>❖ Computer system operation as applicable to the role</li> <li>❖ Carry out other miscellaneous terminal / depot duties.</li> </ul>	Undertake and successfully complete: <ul style="list-style-type: none"> <li>• Aurizon Induction Training</li> <li>• Restricted Shunt Training</li> <li>• Rail Vehicle Placer (Shunt Tractor) Training</li> <li>• "Licence" training as required and available (forklift, crane, working at heights etc)</li> </ul> Dual Function Maintainer Only <ul style="list-style-type: none"> <li>• Unrestricted Shunt Training</li> </ul>
Rollingstock Maintainer - Level 2	Duties of Rollingstock Maintainer Level 1 plus: <ul style="list-style-type: none"> <li>❖ Shunting within defined limits;</li> <li>❖ Operate Rail Vehicle Placer within defined limits;</li> <li>❖ Any of the following for which qualified and competent:                             <ul style="list-style-type: none"> <li>➢ Reliability examination / Wagon fault identification;</li> <li>➢ Single car brake testing</li> <li>➢ Wagon brake fault identification and repair</li> <li>➢ Wagon maintenance</li> </ul> </li> </ul>	Undertake and successfully complete: <ul style="list-style-type: none"> <li>• 50% of Wagon Maintenance Training</li> <li>• "Licence" training as required and available (forklift, crane, working at heights etc)</li> </ul>

CLASSIFICATION	INDICATIVE DUTIES / WORK DESCRIPTION	REQUIREMENTS Competencies, qualifications, courses and other requirements for each classification.
Dual Function Maintainer – Level 2	Duties of Rollingstock Maintainer Level 1 plus: <ul style="list-style-type: none"> <li>❖ Shunting and marshalling of trains</li> <li>❖ Brake testing and brake examination on rollingstock</li> <li>❖ Operate Rail Vehicle Placer</li> <li>❖ Any of the following for which qualified and competent:                             <ul style="list-style-type: none"> <li>➢ Reliability examination / Wagon fault identification;</li> <li>➢ Single car brake testing</li> <li>➢ Wagon brake fault identification and repair</li> <li>➢ Wagon maintenance</li> </ul> </li> </ul>	Undertake and successfully complete: <ul style="list-style-type: none"> <li>• 50% of Wagon Maintenance Training</li> <li>• “Licence” training as required and available (forklift, crane, working at heights etc)</li> </ul>
Rollingstock Maintainer - Level 3	Duties as for Rollingstock Maintainer Level 2 plus: <ul style="list-style-type: none"> <li>❖ Derailment recovery (where qualified and competent)</li> </ul>	Undertake and successfully complete: <ul style="list-style-type: none"> <li>• 50% of Aurizon Wagon Maintenance Training</li> <li>• Derailment Recovery Training (if required)</li> <li>• “Licence” training as required and available (forklift, crane, working at heights etc)</li> </ul>
Dual Function Maintainer – Level 3	Duties as for Dual Function Maintainer Level 2 plus: <ul style="list-style-type: none"> <li>❖ Derailment recovery (where qualified and competent)</li> </ul>	Undertake and successfully complete: <ul style="list-style-type: none"> <li>• 50% of Wagon Maintenance Training</li> <li>• Derailment Recovery Training (if required)</li> <li>• “Licence” training as required and available (forklift, crane, working at heights etc)</li> </ul>
Rollingstock Maintainer - Level 4	Duties of Rollingstock Maintainer Level 1 plus: <ul style="list-style-type: none"> <li>❖ Shunting within defined limits;</li> <li>❖ Operate Rail Vehicle Placer within defined limits;</li> <li>❖ Reliability examination / Wagon fault identification;</li> <li>❖ Single car brake testing</li> <li>❖ Wagon brake fault identification and repair</li> <li>❖ Wagon Maintenance</li> <li>❖ Derailment Recovery</li> </ul>	Training as required to maintain skills and competence relevant to the role

CLASSIFICATION	INDICATIVE DUTIES / WORK DESCRIPTION	REQUIREMENTS Competencies, qualifications, courses and other requirements for each classification.
Dual Function Maintainer – Level 4	Duties of Rollingstock Maintainer Level 1 plus: <ul style="list-style-type: none"> <li>❖ Shunting and marshalling of trains</li> <li>❖ Brake testing and brake examination on rollingstock</li> <li>❖ Operate Rail Vehicle Placer</li> <li>❖ Reliability examination / Wagon fault identification;</li> <li>❖ Single car brake testing</li> <li>❖ Wagon brake fault identification and repair</li> <li>❖ Wagon maintenance</li> <li>❖ Derailment recovery</li> </ul>	Training as required to maintain skills and competence relevant to the role.
Rollingstock Maintainer - Level 5	Duties as for Rollingstock Maintainer Level 4	Progression to this level on successful completion of competence assessment not less than six months after progression to Level 4
Dual Function Maintainer - Level 5	Duties as for Dual Function Maintainer Level 4	Progression to this level on successful completion of competence assessment not less than six months after progression to Level 4
Rollingstock Maintainer - Level 6	Duties of Rollingstock Maintainer Level 5 or Dual Function Maintainer Level 5 plus; <ul style="list-style-type: none"> <li>• Provide on the job training in accordance with the relevant training plan</li> </ul>	Progression not automatic - Filled by appointment. <ul style="list-style-type: none"> <li>• Must hold the relevant accreditation / competence and currency in the content and skills being trained</li> </ul>
Rollingstock Maintainer - Level 6A	Duties of Rollingstock Maintainer Level 5 or Dual Function Maintainer Level 5 plus; <ul style="list-style-type: none"> <li>• Provide training in and assessment of skills and competencies of Rollingstock Maintainer and Dual Function Maintainer.</li> </ul>	Progression not automatic - Filled by appointment. <ul style="list-style-type: none"> <li>• Must hold the relevant accreditation / competence and currency in the content and skills being trained</li> <li>• Must have TAESS00003 Enterprise Training and Assessing Skillsset or superseding equivalent.</li> </ul>

CLASSIFICATION	INDICATIVE DUTIES / WORK DESCRIPTION	REQUIREMENTS Competencies, qualifications, courses and other requirements for each classification.
Tradesperson – Level 5	<ul style="list-style-type: none"> <li>• Undertakes maintenance and repair work as a base tradesperson as applicable to the employee’s trade.</li> <li>• Performs non trade tasks incidental to the work.</li> <li>• Maintain work area in a clean &amp; safe state.</li> <li>• Operates lifting equipment (not requiring a license) incidental to the work.</li> <li>• Assist in the re-railing of Rollingstock.</li> <li>• Exercises appropriate computer / keyboard skills.</li> <li>• Undertake locomotive and/or wagon specific work applicable to the employee’s own trade.</li> <li>• Undertake locomotive and/or wagon specific fault identification, repair and maintenance applicable to the employee’s own trade.</li> <li>• Conduct locomotive brake tests.</li> <li>• Undertake movement of rollingstock within Maintenance Depot Limits.</li> </ul>	<ul style="list-style-type: none"> <li>• Relevant Trade Certificate or formal equivalent.</li> <li>• Electrical Tradesperson must also have a valid ‘A’ grade Electrical Workers Licence.</li> <li>• Achieve training plan modules applicable to relevant trade and this level.</li> </ul>
Tradesperson – Level 6	Duties of Tradesperson Level 5 plus; <ul style="list-style-type: none"> <li>• Consolidation &amp; exercising of trade skills to meet job requirements.</li> <li>• Supervise and mentor apprentices.</li> </ul>	All items from Tradesperson Level 5 plus; <ul style="list-style-type: none"> <li>• Achieve training plan modules applicable to relevant trade and this level.</li> </ul>
Tradesperson – Level 7	Duties of Tradesperson Level 6 plus; <ul style="list-style-type: none"> <li>• Performs cross trade tasks peripheral to their job roles; and/or</li> <li>• May supervise re-railing operations.</li> </ul>	All items from Tradesperson Level 6 plus; <ul style="list-style-type: none"> <li>• Achieve training plan modules applicable to relevant trade and this level.</li> </ul>
Tradesperson – Level 8	Duties of Tradesperson Level 7 plus; <ul style="list-style-type: none"> <li>• Train &amp; mentor other tradespersons where required.</li> </ul>	Progression not automatic - Filled by appointment. <ul style="list-style-type: none"> <li>• Must hold the relevant accreditation / competence and currency in the content and skills being trained</li> </ul>
Tradesperson – Level 8A	Duties of Tradesperson Level 7 plus: <ul style="list-style-type: none"> <li>• Provide training in and assessment of skills and competencies of tradespersons.</li> </ul>	Progression not automatic - Filled by appointment. <ul style="list-style-type: none"> <li>• Must hold the relevant accreditation / competence and currency in the content and skills being trained;</li> <li>• Must have TAESS00003 Enterprise Training and Assessing Skillset or superseding equivalent.</li> </ul>
<b>SUPPLY CHAIN STREAM</b>		
Storeperson – Level 1	Carry out all duties for which qualified and competent	Complete Aurizon mandatory training Attain all necessary accreditations and licences
Storeperson – Level 2	Carry out all duties for which qualified and competent	Achieve required level of competence in the performance of all stores tasks for the particular location

## APPENDIX 2 – RATES OF PAY

Annual rates	11 May 2021*			1 July 2022*			1 July 2023*			1 July 2024*		
	Base	1.3%	1.9%									
Rollingstock Maintainer - Level 1	\$61,542	\$62,342	\$62,711	\$63,388	\$64,212	\$64,592	\$64,973	\$65,818	\$66,207	\$66,272	\$67,134	\$67,531
Rollingstock Maintainer - Level 2	\$65,060	\$65,906	\$66,296	\$67,012	\$67,883	\$68,285	\$68,687	\$69,580	\$69,992	\$70,061	\$70,972	\$71,392
Rollingstock Maintainer - Level 3	\$69,361	\$70,263	\$70,679	\$71,442	\$72,371	\$72,799	\$73,228	\$74,180	\$74,619	\$74,693	\$75,664	\$76,112
Rollingstock Maintainer - Level 4	\$73,013	\$73,962	\$74,400	\$75,203	\$76,181	\$76,632	\$77,083	\$78,085	\$78,548	\$78,625	\$79,647	\$80,119
Rollingstock Maintainer - Level 5	\$76,121	\$77,111	\$77,567	\$78,405	\$79,424	\$79,895	\$80,365	\$81,410	\$81,892	\$81,972	\$83,038	\$83,529
Dual Function Maintainer - Level 1	\$61,542	\$62,342	\$62,711	\$63,388	\$64,212	\$64,592	\$64,973	\$65,818	\$66,207	\$66,272	\$67,134	\$67,531
Dual Function Maintainer - Level 2	\$66,452	\$67,316	\$67,715	\$68,446	\$69,336	\$69,746	\$70,157	\$71,069	\$71,490	\$71,560	\$72,490	\$72,920
Dual Function Maintainer - Level 3	\$70,843	\$71,764	\$72,189	\$72,968	\$73,917	\$74,354	\$74,792	\$75,764	\$76,213	\$76,288	\$77,280	\$77,737
Dual Function Maintainer - Level 4	\$74,471	\$75,439	\$75,886	\$76,705	\$77,702	\$78,162	\$78,623	\$79,645	\$80,117	\$80,195	\$81,238	\$81,719
Dual Function Maintainer - Level 5	\$77,392	\$78,398	\$78,862	\$79,714	\$80,750	\$81,229	\$81,707	\$82,769	\$83,259	\$83,341	\$84,424	\$84,924
Rollingstock Maintainer - Level 6	\$79,228	\$80,258	\$80,733	\$81,605	\$82,666	\$83,155	\$83,645	\$84,732	\$85,234	\$85,318	\$86,427	\$86,939
Rollingstock Maintainer - Level 6A	\$83,733	\$84,822	\$85,324	\$86,245	\$87,366	\$87,884	\$88,401	\$89,550	\$90,081	\$90,169	\$91,341	\$91,882
Tradesperson - Level 5	\$87,432	\$88,569	\$89,093	\$90,055	\$91,226	\$91,766	\$92,306	\$93,506	\$94,060	\$94,152	\$95,376	\$95,941
Tradesperson - Level 6	\$91,595	\$92,786	\$93,335	\$94,343	\$95,569	\$96,136	\$96,702	\$97,959	\$98,539	\$98,636	\$99,918	\$100,510
Tradesperson - Level 7	\$95,759	\$97,004	\$97,578	\$98,632	\$99,914	\$100,506	\$101,098	\$102,412	\$103,019	\$103,120	\$104,461	\$105,079
Tradesperson - Level 8	\$99,921	\$101,220	\$101,819	\$102,919	\$104,257	\$104,874	\$105,492	\$106,863	\$107,496	\$107,602	\$109,001	\$109,646
Tradesperson - Level 8A	\$105,334	\$106,703	\$107,335	\$108,494	\$109,904	\$110,555	\$111,206	\$112,652	\$113,319	\$113,430	\$114,905	\$115,585
Storeperson - Level 1	\$61,542	\$62,342	\$62,711	\$63,388	\$64,212	\$64,592	\$64,973	\$65,818	\$66,207	\$66,272	\$67,134	\$67,531
Storeperson - Level 2	\$76,121	\$77,111	\$77,568	\$78,405	\$79,424	\$79,895	\$80,365	\$81,410	\$81,892	\$81,972	\$83,038	\$83,529

\*Rates of pay effective from beginning of the first pay period commencing on or after this date

The hourly rates of pay in this table are indicative only. The purpose of showing hourly rates in this Appendix is to assist employees to identify the classification level at which they are paid. Hourly rates of pay on payslips are shown in cents per hour, effectively taking the rates below to four decimal places. Due to rounding factors the hourly rate shown on payslips may differ from the hourly rates displayed here.

Hourly rates**	11 May 2021*			1 July 2022*			1 July 2023*			1 July 2024*		
	Base	1.3%	1.9%									
Rollingstock Maintainer - Level 1	\$29.49	\$29.88	\$30.05	\$30.38	\$30.77	\$30.95	\$31.14	\$31.54	\$31.73	\$31.76	\$32.17	\$32.36
Rollingstock Maintainer - Level 2	\$31.18	\$31.58	\$31.77	\$32.11	\$32.53	\$32.72	\$32.92	\$33.35	\$33.54	\$33.58	\$34.01	\$34.21
Rollingstock Maintainer - Level 3	\$33.24	\$33.67	\$33.87	\$34.24	\$34.68	\$34.89	\$35.09	\$35.55	\$35.76	\$35.80	\$36.26	\$36.48
Rollingstock Maintainer - Level 4	\$34.99	\$35.45	\$35.66	\$36.04	\$36.51	\$36.72	\$36.94	\$37.42	\$37.64	\$37.68	\$38.17	\$38.40
Rollingstock Maintainer - Level 5	\$36.48	\$36.95	\$37.17	\$37.57	\$38.06	\$38.29	\$38.51	\$39.01	\$39.25	\$39.28	\$39.79	\$40.03
Dual Function Maintainer - Level 1	\$29.49	\$29.88	\$30.05	\$30.38	\$30.77	\$30.95	\$31.14	\$31.54	\$31.73	\$31.76	\$32.17	\$32.36
Dual Function Maintainer - Level 2	\$31.85	\$32.26	\$32.45	\$32.80	\$33.23	\$33.42	\$33.62	\$34.06	\$34.26	\$34.29	\$34.74	\$34.95
Dual Function Maintainer - Level 3	\$33.95	\$34.39	\$34.60	\$34.97	\$35.42	\$35.63	\$35.84	\$36.31	\$36.52	\$36.56	\$37.04	\$37.25
Dual Function Maintainer - Level 4	\$35.69	\$36.15	\$36.37	\$36.76	\$37.24	\$37.46	\$37.68	\$38.17	\$38.39	\$38.43	\$38.93	\$39.16
Dual Function Maintainer - Level 5	\$37.09	\$37.57	\$37.79	\$38.20	\$38.70	\$38.93	\$39.16	\$39.67	\$39.90	\$39.94	\$40.46	\$40.70
Rollingstock Maintainer - Level 6	\$37.97	\$38.46	\$38.69	\$39.11	\$39.62	\$39.85	\$40.09	\$40.61	\$40.85	\$40.89	\$41.42	\$41.66
Rollingstock Maintainer - Level 6A	\$40.13	\$40.65	\$40.89	\$41.33	\$41.87	\$42.12	\$42.36	\$42.92	\$43.17	\$43.21	\$43.77	\$44.03
Tradesperson - Level 5	\$41.90	\$42.45	\$42.70	\$43.16	\$43.72	\$43.98	\$44.24	\$44.81	\$45.08	\$45.12	\$45.71	\$45.98
with electrical licence	\$42.70	\$43.24	\$43.50	\$43.98	\$44.54	\$44.80	\$45.08	\$45.65	\$45.92	\$45.98	\$46.57	\$46.84
Tradesperson - Level 6	\$43.90	\$44.47	\$44.73	\$45.21	\$45.80	\$46.07	\$46.34	\$46.95	\$47.22	\$47.27	\$47.88	\$48.17
with electrical licence	\$44.69	\$45.26	\$45.53	\$46.03	\$46.62	\$46.89	\$47.19	\$47.79	\$48.07	\$48.13	\$48.74	\$49.03
Tradesperson - Level 7	\$45.89	\$46.49	\$46.76	\$47.27	\$47.88	\$48.17	\$48.45	\$49.08	\$49.37	\$49.42	\$50.06	\$50.36
with electrical licence	\$46.69	\$47.29	\$47.56	\$48.09	\$48.70	\$48.99	\$49.29	\$49.92	\$50.21	\$50.28	\$50.92	\$51.22
Tradesperson - Level 8	\$47.89	\$48.51	\$48.80	\$49.32	\$49.96	\$50.26	\$50.56	\$51.21	\$51.52	\$51.57	\$52.24	\$52.55
with electrical licence	\$48.68	\$49.31	\$49.59	\$50.14	\$50.79	\$51.08	\$51.40	\$52.06	\$52.36	\$52.43	\$53.10	\$53.41
Tradesperson - Level 8A	\$50.48	\$51.14	\$51.44	\$51.99	\$52.67	\$52.98	\$53.29	\$53.99	\$54.31	\$54.36	\$55.07	\$55.39
with electrical licence	\$51.28	\$51.93	\$52.24	\$52.82	\$53.49	\$53.80	\$54.14	\$54.83	\$55.15	\$55.22	\$55.93	\$56.25
Storeperson - Level 1	\$29.49	\$29.88	\$30.05	\$30.38	\$30.77	\$30.95	\$31.14	\$31.54	\$31.73	\$31.76	\$32.17	\$32.36
Storeperson - Level 2	\$36.48	\$36.95	\$37.17	\$37.57	\$38.06	\$38.29	\$38.51	\$39.01	\$39.25	\$39.28	\$39.79	\$40.03

\*Rates of pay effective from beginning of the first pay period commencing on or after this date

\*\* Due to rounding effects, hourly rate on payslip may differ

**ATTACHMENT A – RESOLVING DIFFERENCES NOTIFICATION FORM**

---

**Employee Name:** \_\_\_\_\_ **Position:** \_\_\_\_\_

**Department:** \_\_\_\_\_ **Location:** \_\_\_\_\_

**Contact Number:** \_\_\_\_\_

**Do you wish to have a representative? YES / NO**

**If yes, who is your preferred representative?**

**Signature:**

**Date:**

**Formalising the Resolving Differences Process**

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

What is the nature of the dispute or grievance?

Why is the matter disputed?

What is your desired outcome and why?

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

- Resolved – Send this form and all supporting documents to the Employee Relations Adviser.
- Resolved – Copy of this form and all supporting documents to be placed on depot file.
- Unresolved – Refer to Fair Work Commission.

**Supervisor/Manager Signature:**

**Date:**

**Employee Signature:**

**Date:**

**AG2021/4699**

**Aurizon Bulk (Western Australia) Rollingstock Maintenance Enterprise Agreement 2021**

## **UNDERTAKING**

(Fair Work Act s190)

Australia Western Railroad Pty Ltd (Aurizon) provides the following undertaking in respect of the *Aurizon Bulk (Western Australia) Rollingstock Maintenance Enterprise Agreement 2021* (Agreement):

1. For the purposes of the NES a shiftworker under the Agreement is defined, in subclause 32.2, as an employee whose ordinary hours of work are systematically rostered throughout the 24 hours of the day and / or the 7 days of the week.
2. No employee covered by the Agreement will be a permanent night shiftworker as defined in the *Rail Industry Award 2020*.

Signed:



David Johnston  
Principal Advisor ER

11 May 2021

**AG2021/4699**

**Aurizon Bulk (Western Australia) Rollingstock Maintenance Enterprise Agreement 2021**

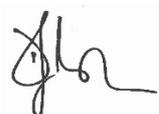
## **UNDERTAKING**

(Fair Work Act s190)

Australia Western Railroad Pty Ltd (Aurizon) provides the following undertaking in respect of the *Aurizon Bulk (Western Australia) Rollingstock Maintenance Enterprise Agreement 2021* (Agreement):

1. Aurizon will not apply clause 41 of the Agreement so as to exclude the operation of s.115(1)(b) of the *Fair Work Act 2009* (Act).
2. Any Public Holiday arising under s.115(1)(b) of the Act, which is not deemed to be a Public Holiday under clause 41 of the Agreement, will be treated as a Public Holiday in accordance with the Act.

Signed:



David Johnston  
Principal Advisor ER

11 May 2021

**AG2021/4699**

**Aurizon Bulk (Western Australia) Rollingstock Maintenance Enterprise Agreement 2021**

## **UNDERTAKING**

(Fair Work Act s190)

Australia Western Railroad Pty Ltd (Aurizon) provides the following undertaking in respect of the *Aurizon Bulk (Western Australia) Rollingstock Maintenance Enterprise Agreement 2021* (Agreement):

1. Paragraph 11.2.2 of the Agreement will apply only to employees who are at least 18 years of age.
2. Monies forfeited under paragraph 11.2.2 of the Agreement will be deducted only from wages due to the employee under the Agreement and will not exceed one week's wages for the employee.

Signed:



David Johnston  
Principal Advisor ER

11 May 2021



**AG2021/4699**

**Aurizon Bulk (Western Australia) Rollingstock Maintenance Enterprise Agreement 2021**

## **UNDERTAKING**

(Fair Work Act s190)

Australia Western Railroad Pty Ltd (Aurizon) provides the following undertaking in respect of the *Aurizon Bulk (Western Australia) Rollingstock Maintenance Enterprise Agreement 2021* (Agreement):

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

Signed:

A handwritten signature in black ink, appearing to read "D Johnston", is positioned above the printed name.

David Johnston  
Principal Advisor ER

11 May 2021