



# DECISION

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

**Aurizon Port Services Pty Ltd T/A Aurizon Port Services Pty Ltd**  
(AG2023/2779)

## **AURIZON PORT SERVICES TOWNSVILLE DEPOT ENTERPRISE AGREEMENT 2023**

Road transport industry

COMMISSIONER LIM

PERTH, 30 AUGUST 2023

*Application for approval of the Aurizon Port Services Townsville Depot Enterprise Agreement 2023*

[1] Aurizon Port Services Pty Ltd has made an application for the approval of an enterprise agreement known as the *Aurizon Port Services Townsville Depot Enterprise Agreement 2023* (the Agreement). The application was made under s 185 of the Fair Work Act 2009 (Cth) (the Act). The Agreement is a single enterprise agreement.

[2] The Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022 (Cth) (the Amending Act) made several changes to enterprise agreement approval processes in Part 2-4 of the Act, which commenced operation on 6 June 2023.

[3] Under transitional arrangements, amendments made by Part 14 of Schedule 1 to the Amending Act in relation to genuine agreement requirements for agreement approval applications apply where the notification time for the agreement was on or after 6 June 2023. The genuine agreement provisions in Part 2-4 of the Act, as it was before 6 June 2023, continue to apply in relation to agreement approval applications where the notification time for the agreement was before 6 June 2023. The notification time for the Agreement was 31 May 2023.

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

[5] Clause 11.5 of the Agreement provides that in the case of termination, if an employee fails to work the required or agreed notice, the Company may withhold from any monies due to the employee on termination, the wages equivalent of the notice not worked. I note that this clause does not appear to limit the source of monies which may be deducted. This clause appears to permit the employer to withhold monies owing to the employee under the NES. This raises the issue that this clause may be inconsistent with Chapter 2 Part 2.2 Division 2 of

the Act. However, noting clause 4.2 of the Agreement, I am satisfied that the more beneficial entitlements of the National Employment Standards (NES) will prevail where there is an inconsistency between the Agreement and the NES.

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

[7] The Agreement was approved on **30 August 2023** and, in accordance with s 54, will operate from 5 September 2023. The nominal expiry date of the Agreement is 30 August 2027.



COMMISSIONER

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AURIZON PORT SERVICES  
TOWNSVILLE DEPOT  
ENTERPRISE AGREEMENT 2023



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## 1. TITLE

1.1. The title of this Agreement is the Aurizon Port Services Townsville Depot Enterprise Agreement 2023.

## 2. COMMENCEMENT

2.1. This Agreement will commence to operate on the Commencement Date. The nominal expiry date of this Agreement is the 4 years anniversary of the day on which this Agreement is approved.

## 3. COVERAGE

3.1. This Agreement covers and applies to Aurizon Port Services Pty Ltd and any employees of the Company working at the Townsville Depot in Queensland in a classification contained in this Agreement.

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

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

4.2. This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provisions will apply to the extent of the inconsistency.

## 5. DEFINITIONS AND INTERPRETATION

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

<b>Term/Abbreviation</b>	<b>Meaning</b>
Act	Means the <i>Fair Work Act 2009 (Cth)</i> .
Afternoon Shift	Means a shift finishing after 1830 but not later than 0030.
Agreement	Means this enterprise agreement which is titled the Aurizon Port Services Townsville Depot Enterprise Agreement 2023.
Award	Means the Road Transport and Distribution Award 2020
“Aurizon” or “the Company”	Means Aurizon Port Services Pty Ltd.
B Double	Means a combination consisting of a prime mover towing two semitrailers, with the first semitrailer being attached directly to the prime mover by a fifth wheel coupling and the second semitrailer being mounted on the rear of the first semitrailer by a fifth wheel coupling on the first semitrailer.
Base Rate of Pay	Has the same meaning as provided in the Act.
Basic Fatigue Management	Means a fatigue management scheme applicable only to Heavy Vehicle Operators in line with National Heavy Vehicle Regulator.
Bulk Dangerous Goods	Means goods defined as such in the Australian Code for the Transport of Dangerous Goods by Road and Rail as amended from time to time.

Commencement Date	Means the date which is seven days after this Agreement is approved by the FWC.
CPI	Means the annual percentage change in the Consumer Price Index, Australia, Weighted average of eight capital cities, All groups, produced by the Australian Bureau of Statistics, for the previous quarter to the anniversary of the approval of the Agreement in the current year.
FWC	Means the Fair Work Commission.
Heavy Vehicle Operator	Means an employee whose primary role is to operate road registered prime movers with various combinations of trailers
Household Member	Means a person (e.g. an aunt, cousin or close friend) who lives with the employee. This usually applies to people who live with the employee and have a long-standing and significant relationship with the employee.
Immediate Family	Means: <ul style="list-style-type: none"> <li>▪ an employee's spouse (including de facto spouse, former spouse, former de facto spouse or same sex partner)</li> <li>▪ a child (including an adult child, adopted child, foster child, or step child of an employee or an employee's spouse)</li> <li>▪ a parent, grandparent, grandchild or sibling of an employee or an employee's spouse.</li> </ul> <p>Immediate Family also includes a Household Member as defined above.</p> <p>In the case of compassionate leave for a bereavement only, 'Immediate Family' also includes an employee's step-parent, step-sibling or half-sibling.</p>
NES	Means the National Employment Standards in the Act. Note: An employee, who is covered by a modern award and who, for the purposes of the NES, is defined or described by that award as a Shift Worker is, under this Agreement, a Shift Worker for the purposes of the NES.
Night Shift	Means a shift finishing after 0030 but not later than 0830.
Non-continuous Afternoon or Night Shift	Means Shift Workers who work on any Afternoon Shift or Night Shift which does not continue for at least 5 consecutive afternoons or nights.
Ordinary Hours	Means the minimum number of hours an employee must work on average each week. Ordinary Hours do not include overtime.
Packaged Dangerous Goods	Means goods defined as such in the Australian Code for the Transport of Dangerous Goods by Road and Rail as amended from time to time.
Primary Caregiver	Means a person who assumes the principal role of providing care and attention to a child.
Pro Rata	In the context of part-time employment means the proportion the part-time employee's average weekly Ordinary Hours bear to 38 Ordinary Hours per week.
Roster	Means an arrangement of Ordinary (and where applicable overtime) Hours to be worked by an employee over a specified period of time.

Shift Worker	<p>For the purposes of the NES and this Agreement means an employee who is typically rostered to work Ordinary Hours:</p> <ul style="list-style-type: none"> <li>• Outside of 0530 – 1830; and</li> <li>• On public holidays; and</li> <li>• On Saturdays or Sundays.</li> </ul> <p>Or any employee otherwise deemed to be a Shift Worker by the Company in its discretion and in writing.</p>
Road Train	Means a combination consisting of a prime mover towing more than one semitrailer.

## 6. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

### The Company to notify

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

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

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

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

### The Company to discuss change

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

6.4. The discussions must commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in this clause.

- 6.5. For the purposes of such discussion, the Company must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that the Company is not required to disclose confidential information the disclosure of which would be contrary to the Company's interests.

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

- 6.6. Where the Company proposes to introduce a change to the regular Roster or Ordinary Hours of work of employees, the Company must notify the relevant employees of the proposed change.
- 6.7. The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 6.8. If:
- 6.8.1. relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - 6.8.2. the employee or employees advise the employer of the identity of the representative;

The Company must recognise the representative.

- 6.9. As soon as practicable after proposing to introduce the change, the Company must:
- 6.9.1. discuss with the relevant employees the introduction of the change; and
  - 6.9.2. for the purposes of the discussion, provide to the relevant employees:
    - (a) all relevant information about the change, including the nature of the change; and
    - (b) information about what the Company reasonably believes will be the effects of the change on the employees; and
    - (c) information about any other matters that the Company reasonably believes are likely to affect the employees; and
  - 6.9.3. invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 6.10. However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 6.11. The Company must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 6.12. In this clause, relevant employees mean the employees who may be affected by a change referred to in subclause 6.6.



## **7. DISPUTE RESOLUTION**

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

## **8. TYPES OF EMPLOYMENT**

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

### **Full-time employment**

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

### **Part-time employment**

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

### **Casual employment**

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

## **Temporary employment**

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

## **9. CASUAL CONVERSION**

- 9.1. A casual employee will be offered for their employment to be converted from casual to full time or part time employment provided:
  - 9.1.1. they have been employed by the Company for a period of 12 months; and
  - 9.1.2. during the last 6 months period has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, could continue to work as a full time or part time employee.
- 9.2. A casual employee can request for their employment to be converted from casual to full time or part time employment provided:
  - 9.2.1. they have been employed by the Company for a period of 12 months; and
  - 9.2.2. during the last 6 months period has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, could continue to work as a full time or part time employee.
- 9.3. Casual conversions will be managed in line with the provision of the Act.

## **10. INDIVIDUAL FLEXIBILITY AGREEMENTS**

- 10.1. Notwithstanding any other provision of this Agreement the Company and an individual employee may agree to vary certain terms of this Agreement to meet the genuine individual needs of the Company and the individual employee.
- 10.2. The Individual Flexibility Agreement (IFA) must:
  - 10.2.1. Be about matters that would be permitted matters if the agreement was an enterprise agreement; and
  - 10.2.2. Not include a term that would be an unlawful term if the agreement was an enterprise agreement.
- 10.3. Any IFA must result in the employee being better off overall than if the IFA had not been agreed.
- 10.4. The Company must ensure that the IFA is in writing and signed:
  - 10.4.1. by the employee and the Company; and
  - 10.4.2. if the employee is under 18 years of age, by a parent or guardian of the employee.

- 10.5. The Company will ensure that a copy of the IFA is given to the employee within 14 days of the arrangement being agreed.
- 10.6. Any IFA may be terminated:
  - 10.6.1. on 28 days' written notice given by the Company or the employee; or
  - 10.6.2. by the employee and the Company, at any time, if they agree in writing to the termination.
- 10.7. An IFA can be reached between the Company and an individual employee in relation to any clause of this Agreement except for:
  - 10.7.1. Clause 1 – Title
  - 10.7.2. Clause 2 – Commencement
  - 10.7.3. Clause 3 – Coverage
  - 10.7.4. Clause 4 – Relationship with Awards, other Enterprise Agreements and the NES
  - 10.7.5. Clause 5 – Definitions and Interpretation

## **11. TERMINATION OF EMPLOYMENT**

### **Notice by the Company**

- 11.1. Notice of termination is as provided for in the NES.
- 11.2. The minimum period of notice that must be given by the employer is below:

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

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

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

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

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

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

## **Job search entitlement**

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

## **Abandonment of Employment**

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

## **Payment on termination**

- 11.9. Subject to this Agreement upon termination employees will be paid:
- 11.9.1. for time worked (up to the time of termination); and
  - 11.9.2. any payment in lieu of notice; and
  - 11.9.3. any untaken annual leave (including loading); and
  - 11.9.4. any untaken long service leave.

## **12. REDUNDANCY**

- 12.1. A redundancy occurs in a circumstance where the Company decides that it no longer requires the position that an employee has been doing to be done by anyone and there is no suitable alternative position for the employee. A redundancy is not triggered by the ordinary and customary turnover of labour.
- 12.2. For the purpose of this clause a suitable alternative position includes, but is not limited to, the following:
- 12.2.1. a position which is suitable given the employee's skill base, competence and experience or is suitable after the provision of appropriate training and such training is provided by the Company at no cost to the employee; and
  - 12.2.2. which attracts the same or no less favourable terms and conditions of employment overall; and
  - 12.2.3. is a position elsewhere within the Company; or
  - 12.2.4. is a position with another related entity to the Company; or
  - 12.2.5. is a position with an unrelated entity.

## **Minimising / avoiding involuntary redundancy**

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

## **No forced relocation**

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

## **Redundancy pay**

- 12.7. Employees who have their employment terminated by reason of redundancy will be paid redundancy pay calculated as follows:
  - 12.7.1. For employees with less than one year of service - nil.
  - 12.7.2. For employees with at least one but less than two years of service – 4 weeks' pay at the Base Rate of Pay.
  - 12.7.3. For employees with two years of service or more – 3 weeks' pay at the Base Rate of Pay for each completed year of service.
  - 12.7.4. The maximum payment for redundancy pay is 52 weeks at the Base Rate of Pay.

## **Pro-rata service**

- 12.8. An employee with one or more periods of part-time employment; and/or one or more periods of leave without pay will for each such year be credited with Pro Rata service.
- 12.9. The Pro Rata service credited to the employee will be the proportion the total Ordinary Hours worked by the employee during the year bears to 1976 hours (i.e. annual Ordinary Hours – 38 hours per week x 52 weeks). The maximum redundancy payment will be similarly pro-rated.

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

- 12.10. Where, by reason of a restructure, an employee is transferred to a classification with a lower Base Rate of Pay, the Company may reduce the Base Rate of Pay of the employee to that of the new classification.
- 12.11. Prior to reducing the employee's Base Rate of Pay the Company will provide the same period of notice as the employee would have been entitled to if the employment had been terminated. The Company may make payment instead of providing the period of notice. The payment will be an amount equal to the difference between the former Base Rate of Pay and the lower Base Rate of Pay for the number of weeks of notice still owing.

## **Employee leaving during notice period**

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

### **13. ORDINARY HOURS OF WORK**

- 13.1. The Ordinary Hours of work for full-time employees are an average of 38 per week which can be worked on one of the following bases:
- 13.1.1. 38 hours within a cycle not exceeding 7 consecutive days (2 RDOs)
  - 13.1.2. 76 hours within a work cycle not exceeding 14 consecutive days (4 RDOs)
  - 13.1.3. 114 hours within a work cycle not exceeding 21 consecutive days (6 RDOs)
  - 13.1.4. 152 hours within a work cycle not exceeding 28 consecutive days (8 RDOs).
- 13.2. The Ordinary Hours of work must not exceed 8 hours per day.
- 13.3. The Ordinary Hours of work may be worked on any day Monday to Sunday.

#### **Maximum shift length**

- 13.4. Employees may be required to work shifts of up to 12 hours. The 12 hours may be constituted by:
- (a) Ordinary Hours; or
  - (b) Overtime hours; or
  - (c) A combination of Ordinary and overtime hours.
- 13.5. Work beyond 12 hours is subject to the agreement of the employee concerned.
- 13.6. Subclauses 13.3 and 13.4 do not apply to Heavy Vehicle Operators when they are operating under Basic Fatigue Management.

#### **Minimum shift lengths**

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

#### **Weekend work**

- 13.8. In addition to the Base Rate of Pay an employee will be paid a 50% loading for Ordinary Hours worked on a Saturday.
- 13.9. In addition to the Base Rate of Pay an employee will be paid a 100% loading for Ordinary Hours worked on a Sunday.

#### **Rosters**

- 13.10. Subject to this Agreement the Company will determine and include in the employee's Roster the following:
- (a) the shift start times; and
  - (b) the length of the shift to be worked.
- 13.11. Rosters may include reasonable overtime.

## **Rostered breaks between successive shifts**

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

## **14. BREAKS**

### **Meal breaks**

- 14.1. Employees will be entitled to an unpaid meal break of 30 minutes each shift. Where the meal break is taken between 2300 and 0600 hours it will be paid.
- 14.2. If an employee has not commenced a meal break after 5.5 hours of work on an ordinary shift, the employee will, in addition to other payments to which the employee is entitled, be paid an additional 100% of the Base Rate of Pay until the commencement of the meal break.
- 14.3. The above subclause does not apply in the following circumstances:
  - 14.3.1. Employees who, as a result of their work are required to maintain continuity of work; or
  - 14.3.2. The 30 minute meal break is paid; or
  - 14.3.3. The Company and the majority of affected employees agree that the unpaid meal break will be taken after 5.5 hours of work; or
  - 14.3.4. You are a Heavy Vehicle Operator.
- 14.4. Heavy Vehicle Operators must stop and have a break in accordance with fatigue management rules and regulations.

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

- 14.5. Where 2 or more hours are worked after the employee's rostered finishing time, an employee will be entitled to a paid meal break of 20 minutes.
- 14.6. Where 4 or more hours are worked and the time is not continuous with an Ordinary Hours' shift an employee will be entitled to a paid meal break of 30 minutes.

### **Rest breaks**

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

## **15. OVERTIME**

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

### **Overtime - general**

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

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

### **Overtime - payment**

15.4. All overtime is calculated on the employee's Base Rate of Pay.

15.5. Subject to the subclauses below, each time overtime is worked it will be paid at the rate of 150% of the Base Rate of Pay for the first 2 hours and 200% thereafter.

15.6. Overtime worked on a Sunday will be paid at 200% of the Base Rate of Pay.

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

15.7. An employee and the Company may agree for the employee to take time off in lieu of being paid for authorised overtime worked (toil). Hours of overtime worked but which the employee is yet to take as time off constitute the employee's "toil balance".

15.8. Toil is available to be taken within 6 months from the date that the date it was accrued. If toil is not taken before 6 months, the applicable hours will be paid to the employee in the next general pay run. Untaken toil will be paid to an employee upon cessation of employment.

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

15.10. The employee will be entitled to take time off that is equivalent to the overtime payment that would have been made.

15.11. Example: An employee who worked 2 hours overtime at 150% of the Base Rate of Pay is entitled to 3 hours of toil.

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

## **16. SHIFTWORK**

16.1. An employee may be transferred to or from shiftwork with 48 hours' notice being provided by the Company. If notice is not given, an employee must be paid overtime rates for all hours worked outside their previous Ordinary Hours.

16.2. Subject to clause 16.4, an employee who works permanent Afternoon Shift or Night Shift will be paid a shift loading of 20% of the Base Rate of Pay for any Ordinary Hours worked between 1830 hours and 0530 hours.



- 16.3. Subject to clause 16.4, an employee who works Non-continuous Afternoon Shift or Night Shift will be paid 150% of the Base Rate of Pay for the first 3 hours and 200% of the Base Rate of Pay thereafter for Ordinary Hours worked between 1830 and 0530 hours.
- 16.4. Unless a contrary provision appears elsewhere in this Agreement an employee working on a Saturday, Sunday or public holiday or working overtime during the above hours will not be paid the shift loading/penalties.

## **17. PAYMENT OF WAGES**

### **Wages to be paid weekly**

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

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

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

## **18. ANNUAL LEAVE**

### **Accrual of annual leave**

- 18.1. A Shift Worker is entitled to 5 weeks of annual leave per year. This equates to 190 hours of annual leave accruing per year of service.
- 18.2. All other employees are entitled to 4 weeks of annual leave per year. This equates to 152 hours of annual leave accruing per year of service.
- 18.3. Annual leave accrues progressively during a year and accumulates from year to year.
- 18.4. Casual employees do not accrue annual leave.
- 18.5. Employees do not accrue annual leave during periods of unpaid absence.

### **Taking annual leave**

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

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

### **Payment of annual leave**

- 18.10. For each Ordinary hour of annual leave taken employees will be paid at their Base Rate of Pay.
- 18.11. Each Ordinary hour of annual leave taken will be deducted from an employee's accrual.
- 18.12. Employees will receive an annual leave loading of 17.5% of the Base Rate of Pay. Employees entitled to 5 weeks (190 hours) of annual leave per year will receive an annual leave loading of 17.5% of the Base Rate of Pay.
- 18.13. If the period during which an employee takes paid annual leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid annual leave on that public holiday. Payment, if any, for such days will be in accordance with the Public Holidays clause.

### **Cashing out annual leave**

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

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

- 18.18. Employees who become ill during a period of annual leave may claim personal leave in lieu of annual leave subject to the following conditions:
- 18.18.1. the employee's supervisor is promptly notified of the circumstances during the period of the illness and the approximate duration of the illness, and
  - 18.18.2. the period of illness exceeds 3 rostered shifts; and
  - 18.18.3. evidence of the illness is supplied, consistent with the evidence requirements of the personal / carer's leave clause.
- 18.19. If personal leave in lieu of annual leave is approved the hours of annual leave will be re-credited to the employee's annual leave accruals and the equivalent number of hours will be deducted from the employee's personal / carer's leave accruals. Deductions from the employee's wages will be made to recover the relevant amount of leave loading (where applicable).

## 19. LONG SERVICE LEAVE

### Accrual of long service leave

- 19.1. Employees accrue 9.1 weeks of long service leave on completion of 7 years' continuous service.
- 19.2. For any continuous service beyond 7 years, employees will accrue long service leave at the rate of 1.3 weeks per year.
- 19.3. Employees will not accrue long service leave during any period of unpaid absence.
- 19.4. For casual employees, service remains continuous provided the casual employee is re-engaged on a casual or other (e.g. fixed-term or permanent) basis within 3 calendar months of the date of the termination of employment.
- 19.5. The entitlement to long service leave for casual employees is determined by the following:
  - 19.5.1. Upon 7 years' continuous service the employee's total aggregated hours divided by 13 832 (i.e. 7 years x 52 weeks per year x the number of Ordinary Hours per week) multiplied by 345.8 (i.e. full-time hours of long service leave).
  - 19.5.2. After 7 years' service the rate of the employee's annual total aggregated hours in the preceding 12 months divided by 1976 hours multiplied by 49.4 hours.
  - 19.5.3. A casual employee may only access their accrued long service leave upon 7 years of continuous service.

### Taking long service leave

- 19.6. Long service leave is "taken" where:
  - 19.6.1. an employee does not work the Ordinary Hours for which the employee was rostered because of the approved long service leave; or
  - 19.6.2. an employee has cashed out the long service leave; or
  - 19.6.3. the employee has salary sacrificed the long service leave.
- 19.7. A period of long service leave commences at the start time of the first shift missed due to the taking of the long service leave and will end at the start time of the first shift worked following the long service leave.
- 19.8. Employees must obtain approval before taking a period of long service leave. Approval will be subject to the business and operational needs of the Company, however, approval will not be unreasonably withheld.
- 19.9. Where it is reasonable to do so the Company may direct an employee to take long service leave provided that the employee is given at least 3 months' notice of the commencement of the long service leave; and
  - 19.9.1. the employee has not been refused a requested period of long service leave greater than 1 week in the previous 12 months; or

- 19.9.2. the employee has not provided notice of intention to retire or resign as at any time in the following 12 months; and
- 19.9.3. the direction to take leave would not result in the employee having a long service leave balance below 170 hours.

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

- 19.10. Employees will be paid for each Ordinary hour of long service leave at the Base Rate of Pay.
- 19.11. Each Ordinary hour of long service leave taken will be deducted from an employee's accrual.
- 19.12. Where a public holiday falls within a period of long service leave, the day will be paid as a public holiday and not as long service leave.

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

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

## **20. PUBLIC HOLIDAYS**

### **Applicable public holidays**

- 20.1. The gazetted public holidays appointed under the Holidays Act (QLD) 1983 will be observed.

### **Payment for public holidays**

- 20.2. An employee rostered to work and who is not required to work on a public holiday will be paid at the Base Rate of Pay for the rostered Ordinary Hours the employee would have otherwise worked on the public holiday.
- 20.3. Casual employees will only be paid for public holidays on which they work.
- 20.4. An employee who works on a public holiday will be paid:
  - 20.4.1. at 200% of the Base Rate of Pay for all hours worked on Good Friday and Christmas Day.
  - 20.4.2. at 150% of the Base Rate of Pay for all hours worked on all other public holidays other than Good Friday and Christmas Day.
  - 20.4.3. At 250% of the Base Rate of pay for all hours worked by Shiftworkers on all public holidays.
- 20.5. An employee who is required to work on a public holiday will be provided with at least 4 hours' work (other than where the employee works the full rostered shift and fewer than 4 hours of the rostered shift fall on the public holiday).

- 20.6. Employees who are never rostered to work Ordinary Hours on a particular day of the week will not be paid for any public holiday that falls on that day, for example:
- (a) employees whose Ordinary Hours are always rostered Monday to Friday will not receive payment for Easter Saturday;
  - (b) a part-time employee who only works Tuesday to Friday will not be paid for any public holiday that falls on a Monday.

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

- 20.7. Where overtime is worked on a public holiday either as a whole additional shift or as additional hours worked immediately pre or post Ordinary Hours, payment will be:
- 20.7.1. at 300% of the Base Rate of Pay for all hours worked on Good Friday and Christmas Day;
  - 20.7.2. at 250% of the Base Rate of Pay for all hours worked on all other public holidays other than Good Friday and Christmas Day.

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

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

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

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

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

## **Notice of absence**

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

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

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

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

- 21.11. An employee may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support in accordance with this clause.
- 21.12. An employee may take unpaid carer's leave as:
  - 21.12.1. a single continuous period that includes no more than 2 rostered shifts; or
  - 21.12.2. any separate periods to which the employee and the Company agree.
- 21.13. An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal / carer's leave.
- 21.14. Casual employees may apply for unpaid carer's leave.

## **Evidence requirements**

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

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

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

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

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

## **22. COMPASSIONATE LEAVE**

- 22.1. Employees (except casuals) are entitled to 2 days paid compassionate leave (on each occasion) when:
- 22.1.1. A member of the employee's Immediate Family/Household Member:
    - (a) Suffers a personal illness that poses a serious threat to their life; or
    - (b) Suffers a personal injury that poses a serious threat to their life; or
    - (c) Dies.
  - 22.1.2. A child is stillborn, where the child would have been a member of the employee's Immediate Family/Household Member if the child had been born alive; or
  - 22.1.3. The employee, or the employee's spouse or de facto partner, has a miscarriage.

## **23. COMMUNITY SERVICE LEAVE**

### **Jury Service**

- 23.1. Any employee, other than a casual employee, who is absent from work because of jury service (including attendance for jury selection) required by or under a law of the Commonwealth, a State or a Territory will be paid their Base Rate of Pay for the employee's Ordinary Hours of work in the period, provided that:
- 23.1.1. Employees are not entitled to receive overtime for any attendance at jury service which extends beyond their normal rostered hours.
  - 23.1.2. An employee that has been paid by the Company whilst on jury service must pay to the Company by payroll deduction the amount of jury service pay received.
  - 23.1.3. The employee notifies their supervisor or manager as soon as practicable regarding dates they are (or may be) required.

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

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

## **Return to duty**

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

## **Voluntary emergency management activity**

- 23.5. An employee, other than a casual, entitled to be absent from work to engage in voluntary emergency management activity in accordance with legislation or regulation, will not lose pay for any Ordinary Hours of work missed while the employee engages in the activity or undertakes reasonable travel associated with the activity.
- 23.6. Reasonable rest time immediately following the activity will be unpaid or taken as another applicable leave type.
- 23.7. An employee may, at the Company's discretion, access paid leave for training for voluntary emergency management activities to a maximum of 38 Ordinary Hours in a calendar year.

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

- 24.1. Aurizon has a Domestic and Family Violence Corporate Principle which provides assistance and support, including up to 10 days' paid leave, to employees to assist in reducing the impact of domestic and family violence.
- 24.2. The Aurizon Domestic and Family Violence Corporate Principle, as amended from time to time, applies to employees covered by this Agreement.
- 24.3. In the event that the entitlement to leave to deal with family and domestic violence under the Aurizon Domestic and Family Violence Corporate Principle falls below the entitlement under the Road Transport and Distribution Award 2020, the Award provision will apply.

## **25. MILITARY LEAVE**

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



## **26. PARENTAL LEAVE**

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

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

- 27.1. Employees must comply with the Company's Drug and Alcohol Policy and/or with the drug and alcohol testing programs of other companies' where such compliance is required by the other company in order for Aurizon employees to enter the other company's site.
- 27.2. The Company's will not use blood or urine for drug and alcohol testing for employees covered by this Agreement with the exception of the following circumstances:
- 27.2.1. Where confirmation of abstinence is required post a positive test
- 27.2.2. Where there is agreement between the Company and an individual employee.

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

- 28.1. An employee will carry out such duties as are reasonably within the limits of the employee's skill, competence and training.
- 28.2. The Company may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment (where relevant).
- 28.3. Any direction issued by the Company pursuant to the above subclauses will be consistent with the Company's responsibilities to provide a safe and healthy workplace.
- 28.4. An employee will participate in training provided by the employer as required to perform the role for which they are employed.
- 28.5. If given reasonable training, it is a requirement of employees to:
- 28.5.1. acquire the competency required to perform the role for which they are employed; and
- 28.5.2. utilise all competencies, once acquired, relevant to perform the functions associated with the role for which they are employed provided the Company has provided reasonable opportunity to for the employee to acquire the competency prior to any performance management arising from the failure to acquire or utilise a competency.
- 28.6. Nothing in this clause prevents an employee from expressing an interest in, or participation in training, and/or work experience for the purpose of gaining skills and competencies outside the scope of their current role.
- 28.7. Approval for such participation will be determined by the Company on the basis of merit.
- 28.8. Voluntary participation in training and/or work experience for the purpose of gaining

skills and competencies outside the scope of their current role will not entitle an employee to a higher grade allowance.

## **29. PARTICIPATION IN INJURY MANAGEMENT**

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

## **30. SUPERANNUATION**

### **Superannuation contributions**

- 30.1. The Company will make superannuation contributions on an employee's behalf into a regulated complying superannuation fund of the employee's choice as required by the Superannuation Guarantee (Administration) Act 1992, as amended from time to time.
- 30.2. Where an employee does not advise the Company of the employee's choice of fund, the superannuation contributions will be paid into Aurizon's default superannuation fund.
- 30.3. Where an employee elects to salary sacrifice superannuation contributions, such contributions will be in addition to the contributions made under subclause 30.1 above.
- 30.4. The contribution rate for members of non-contributory accumulation funds (e.g.ART Super) will be one percent higher than the Superannuation Guarantee Levy to a maximum of 13%.

## **31. RECOVERY OF OVERPAYMENT**

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

## 32. INDUSTRIAL EDUCATION TRAINING LEAVE

- 32.1. Industrial Education training leave is paid time off to attend training specifically directed towards acquiring knowledge and competencies in industrial relations. Such knowledge and competencies are intended to enable union delegates to effectively participate in consultative structures, perform a representative role and further the effective operation of the grievance and dispute settlement procedures.
- 32.2. Industrial Education training leave does not apply to probationary employees.
- 32.3. Upon written application, employees who are union delegates may be granted up to 5 days off per calendar year without loss of pay at the Base Rate of Pay. Leave under this clause is not cumulative and each absence must be approved by the Company.
- 32.4. Upon request and subject to approval by the Company, employees may be granted time off (without loss of pay for Ordinary Hours) in special circumstances to attend management committee meetings, union conferences, and ACTU Congress.
- 32.5. A delegate or an official of the RTBU, must give the Company 6 weeks' notice of intention to attend training courses or meetings and the leave to be taken, or a shorter period of notice if agreed by the Company. The employee must provide the Company with proof of attendance. Leave will be granted, unless it unreasonably impacts upon service delivery, work requirements, or the effectiveness and efficiency of the work unit concerned.
- 32.6. Leave must be available according to the following scale for the depot:

<b>No. of full-time &amp; part-time employees covered by this Agreement</b>	<b>Max. no. of employee representatives eligible to attend per year</b>
5-15	1
16-30	2
31-50	3
51-100	4
101 and over	5

## 33. ALLOWANCES

### **Increases to allowances**

- 33.1. Any allowance in this section expressed as a monetary amount (as opposed to a percentage or a multiple of hours) will be increased by:
- 33.1.1. CPI with a floor of 3% and a cap of 4% on the first anniversary of this Agreement; and
- 33.1.2. CPI with a floor of 3% and a cap of 4% on the second anniversary of this Agreement; and
- 33.1.3. CPI with a floor of 3% and a cap of 3.5% on the third anniversary of this Agreement.

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

### **First aid allowance**

- 33.3. Employees appointed to perform the duties of first aid officer will be paid \$3.05 per day in addition to their Base Rate of Pay. This allowance will not be paid while employees are on leave or when employees are not at the work location where appointed to perform the duties of a first aid-officer.

### **Higher graded allowance**

- 33.4. Where the Company requires an employee to act in a higher graded role which is covered by this Agreement, the employee will be paid a “higher grade” allowance for each hour worked in the higher graded role for a minimum period of 4 hours per shift.
- 33.5. The amount of the higher grade allowance is the difference between the employee’s Base Rate of Pay and the Base Rate of Pay of the higher graded role.
- 33.6. The higher grade allowance will be included in the calculation of the payment of overtime, shift loadings, and weekend loadings.
- 33.7. To avoid doubt this clause does not result in the employee being reclassified to the higher graded role. The employee remains in their existing role and is paid an allowance for acting in the higher graded role.
- 33.8. Where the Company requires an employee to act in a higher graded role for a specified period, the employee will be paid the higher grade allowance for any leave taken within that period.

### **Overtime meal allowance**

- 33.9. An employee will be paid an overtime meal allowance of \$18.59 where:
- 33.9.1. An employee is required to work overtime for 2 or more continuous hours;  
or
- 33.9.2. An employee is required to start work 2 or more hours prior to their normal starting time.

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

- 33.10. An employee who is required to use their own car for “work purposes” will be paid an allowance in accordance with the provisions of the ATO.

### **Dangerous good allowance**

- 33.11. A driver engaged in the transport of Bulk Dangerous Goods or carting explosives by public road, in conformity with the Australian Code for the Transport of Explosives by Road and Rail, must receive an allowance of \$22.28 per day.
- 33.12. A driver engaged in the transport by public road of Packaged Dangerous Goods, which requires placarding, must receive an allowance of \$9.31 per day.

33.13. Where an employee is required to possess a licence to operate a vehicle carrying dangerous goods (as defined in the Australian Code for the Transport of Dangerous Goods by Road and Rail), training and medical costs must be reimbursed by the employer.

### **Road Train allowance**

33.14. In addition to the Base Rate of Pay, the following allowances apply when performing higher tasks as defined below:

33.14.1. B Double- \$2 per hour

33.14.2. Road Train- \$10 per hour

## 34. CLASSIFICATIONS

### Preamble

- 34.1. Employees at each level may be required to have the competencies for the level or levels below their level. When required, employees at each level will undertake lower level duties as well as performing tasks incidental to work at their level. The Company will ensure employees undertake duties within the limits of the employee's skills, competence and training.
- 34.2. Appointment to a classification level is at the discretion of the Company. An employee may dispute their classification level by following the steps in Disputes Procedure.

### Classifications

Classification	Tasks and Functions
<b>Equipment Operator Level 1</b>	An employee at this level will: <ul style="list-style-type: none"> <li>▪ Sweeper operator</li> <li>▪ General yard hand</li> </ul>
<b>Equipment Operator Level 2</b>	An employee at this level will perform any of the tasks / activities in Equipment Operator Level 1 and any of the below: <ul style="list-style-type: none"> <li>▪ Driver of a fork-lift with a lifting capacity up to and including 16 tonnes</li> <li>▪ Driver of a skid steer loader</li> </ul>
<b>Equipment Operator Level 3</b>	An employee at this level will perform any of the tasks / activities in Equipment Operator Levels 1 and 2 and any of the below: <ul style="list-style-type: none"> <li>▪ Driver of a forklift with a lifting capacity over 16 tonnes</li> <li>▪ Driver of a loader over 20 tonne operating weight</li> <li>▪ Driver of an excavator over 20 tonne operating weight</li> </ul>
<b>Equipment Operator Level 4</b>	An employee at this level will: <ul style="list-style-type: none"> <li>▪ Perform any of the tasks / activities in Equipment Operator Levels 1 to 3</li> <li>▪ Driver of a reachstacker with a lifting capacity up to 50 tonnes</li> </ul>
<b>Equipment Operator Level 5</b>	An employee at this level will perform any of the tasks / activities in Equipment Operator Levels 1 to 4 and any of the below: <ul style="list-style-type: none"> <li>▪ Perform secure and loading of rail services</li> <li>▪ Driver of a mobile crane or reachstacker with a lifting capacity over 50 tonnes</li> </ul>
<b>Heavy Vehicle Operator</b>	An employee at this level will: <ul style="list-style-type: none"> <li>▪ Operate heavy vehicle single combination up to type 2 road train</li> </ul>
<b>Leading Hand Equipment Operator</b>	An employee at this level will: <ul style="list-style-type: none"> <li>▪ Perform any of the tasks / activities in Equipment Operator Level 1 to 5</li> <li>▪ Liaise closely with the Supervisor and Planning team on scheduling of work for the next 24hours and the week ahead</li> <li>▪ Lead and champion a safety culture</li> <li>▪ Provide training and mentoring of operational peers</li> <li>▪ Ability to work un-supervised</li> <li>▪ Review work practices and processes and machine performance to improve productivity, availability and safety.</li> </ul>

### 35. WAGES SCHEDULE

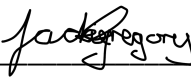
#### Wage rates

35.1. Employees will receive the hourly wage rates set out below.

35.2. The blank wage table columns below will be populated when the CPI rate is known, and the wage increase is calculated for each year of this Agreement. The Company will update parties to this Agreement of the wage rate at the time.


Classification Level	Upon Commencement	12 Months	24 Months	36 Months
		CPI with a floor of 3% & a cap of 4%	CPI with a floor of 3% & a cap of 4%	CPI with a floor of 3% & a cap of 3.5%
Equipment Operator Level 1	\$28.10			
Equipment Operator Level 2	\$28.80			
Equipment Operator Level 3	\$29.50			
Equipment Operator Level 4	\$31.00			
Equipment Operator Level 5	\$32.50			
Heavy Vehicle Operator	\$35.77			
Leading Hand Equipment Operator	\$36.00			

Signed for and on behalf of Aurizon Port Services Pty Ltd by their duly appointed representative:

  
\_\_\_\_\_ Signed Date: 10/8/23

Name: Jacqueline Gregory  
Position: Port Services Manager  
Address: 72-76 Archer St, Townsville, Qld 4810

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

  
\_\_\_\_\_ Signed Date: 10/08/2023

Name: Peter Allen  
Position: Secretary, Australian Rail, Tram and Bus Industry Union, Queensland Branch  
Address: Level 1, 457 Upper Edward Street, Spring Hill, Queensland, 4000