



# DECISION

*Fair Work Act 2009*

s.210 - Application for approval of a variation of an enterprise agreement

**Australia Eastern Railroad Pty Ltd T/A Aurizon, Aurizon Operations Limited T/A Aurizon**  
(AG2022/5591)

## **AURIZON BULK (QUEENSLAND) ENTERPRISE AGREEMENT 2019.**

Rail industry

COMMISSIONER SPENCER

BRISBANE, 9 FEBRUARY 2023

*Application for variation of the Aurizon Bulk (Queensland) Enterprise Agreement 2019*

[1] An Application has been made for a variation of the *Aurizon Bulk (Queensland) Enterprise Agreement 2019* (the Agreement). The Application was made pursuant to s.210 of the *Fair Work Act 2009* (the Act). It has been made by Australia Eastern Railroad Pty Ltd T/A Aurizon, Aurizon Operations Limited T/A Aurizon (the Applicant).

[2] The Applicant sought to extend the Agreement with associated variations, to increase some relevant wage rates and allowances including Clause 2.1 by adjusting the nominal expiry date of the Agreement to 17 January 2024 and inserting additional subclauses to stipulate 5.25% increase to allowances.

[3] The proposed variations can be summarised as follows

- Amending Clause 2.1 to amend the nominal expiry date to 17 January 2024
- Inserting an additional subclause after 44.1.2; subclause 44.1.3 to stipulate 5.25% increase to allowances.
- Updating the table at subclause 46.1, showing the fortnightly Base Rates of Pay for Freight Operators, to reflect 5.25% increase.
- Updating the table at subclause 46.2, showing the fortnightly Base Rates of Pay for Operational Maintainers, to reflect 5.25% increase.
- Inserting an additional subclause after 56.1.2; subclause 56.1.3 to stipulate 5.25% increase to allowances.
- Updating the table at subclause 58.1, showing the fortnightly Base Rates of Pay for each classification, to reflect the 5.25% increase.
- Updating the table at subclause 58.3, showing the fortnightly rates of pay for Apprentices and Trainees, to reflect the 5.25% increase.
- Inserting an additional subclause after subclause 89.1.2; subclause 89.1.3 to stipulate 5.25% increase to allowances.

- Amending the table at subclause 89.46, to include additional depots and future locations into the table and to reflect 5.25% increase.
- Updating the table to subclause 93.1, showing the fortnightly Base Rates of Pay for Train Crew Employees employed by Aurizon Operations Limited, to reflect the 5.25% increase.
- Updating the table at subclause 93.2, showing the fortnightly Base Rate of Pay for Train Crew Employees employed by AER to reflect the 5.25% increase.

[4] The Applicant provided details on the Form F23A – Employer’s declaration in support of variation of an enterprise agreement, that state that an email was sent to all employees with links to the proposed variation, existing agreement, and documents which explained the terms and effects of the proposed variation in plain English. Engagement sessions were held with employees to take them through the documents that explained the variation and the effect of the variation. These sessions provided an opportunity for employees to discuss their understanding of the variation and ask further questions. Small groups were also formed to ensure all employees understood the proposed variation and to encourage employees to ask questions.

[5] In accordance with s211, I am satisfied that a valid vote occurred in relation to the variation. Those that engaged and cast a valid vote voted in favour of the variation.

[6] The Australian Rail, Tram, and Bus Industry Union (RTBU), Australian Federated Union of Locomotive Employees (AFULE), and Australian Manufacturing Workers’ Union (AMWU) have all submitted a Form F23B Declaration of employee organisation in relation to variation of an enterprise agreement. These organisations sought to be covered by the Agreement and confirmed their consent and understanding of the variation.

[7] I am satisfied that each of the requirements of ss.210 and 211 of the Act, as are relevant to this Application for approval have been met, that is; that a signed copy of the variation was provided by the Applicant; a copy of the Agreement as proposed to be varied was provided by the Applicant; the Application was made within 14 days after the variation was made and the majority of employees voted to approve the variation. I am also satisfied that the Agreement, as varied, continues to pass the better off overall test.

[8] In accordance with s.216 of the Act, the variation operates from 9 February 2023. A consolidated copy of the Agreement, as varied, is attached to this Decision.



COMMISSIONER

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# AURIZON BULK (QUEENSLAND) ENTERPRISE AGREEMENT 2019

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## GENERAL PROVISIONS

### GENERAL PROVISIONS

#### 1. TITLE

1.1. The title of this Agreement is the Aurizon Bulk (Queensland) Enterprise Agreement 2019.

#### 2. COMMENCEMENT DATE

2.1. This Agreement will commence to operate seven days after it is approved by the Fair Work Commission. The nominal expiry date of this Agreement is 17 January, 2024.

#### 3. COVERAGE

3.1. This Agreement covers and applies to Aurizon Operations Limited, Australia Eastern Railroad Pty Ltd and any employees of those Companies working in Queensland in the Bulk Business Unit in a classification contained in this Agreement.

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

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

#### 5. DEFINITIONS AND INTERPRETATION

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

<b>Term/ Abbreviation</b>	<b>Meaning</b>
Act	Means the <i>Fair Work Act 2009</i> .
Aggregate Wage Employee	Means a Maintenance Employee working in a Rollingstock Maintenance Depot who is paid the aggregate allowance.
All-Purpose Allowance	Means an allowance made for all purposes of this Agreement unless expressly stated otherwise.
Agreement	Means this enterprise agreement.
Additional Shift	For Train Crew Employees means a shift that is in addition to the shifts identified in the master roster including but not limited to shifts on an RDO. Non-operational shifts inserted in accordance with subclause 79.3, Shed Shifts inserted in accordance with subclause 87 or AFD Windows inserted in accordance with subclause 86 are not Additional Shifts.
AFD Window	For Train Crew Employees means a designated period of time where an employee will be available to sign on for duty.
“Aurizon” or “the Company”	Means Aurizon Operations Limited or Australia Eastern Railroad Pty Ltd (AER).

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Available	For Train Crew Employees means a notation in a roster covering a period from 0001 to 2359 during which an employee may be rostered to commence work.
Award	Means the <i>Rail Industry Award 2010</i> .
Base Rate of Pay	Has the same meaning as provided in the Act.
Bulk Business Unit	Is the part of Aurizon responsible for managing Aurizon's bulk freight operations in Queensland and includes employees of Aurizon Operations Limited and employees of AER.
Call Time	For Train Crew Employees is the time period specified by each employee for the purpose of receiving notification of their start time of their next shift. Train Crew Employee's Call Time will be one hour prior to the start time of their next shift unless agreed otherwise.
Commencement Date	Means the date this Agreement will commence to operate seven days after it is approved by the Fair Work Commission.
Depot Roster Committee	For Train Crew Employees means a Committee consisting of Company and Train Crew representatives to review and formulate master rosters. Unless agreed otherwise, the Depot Roster Committee will comprise up to three employees, two of whom may be nominated by the unions covered by this Agreement who have coverage of Train Crew Employees. The third member may be appointed by a method agreed by the Train Crew Employees at the depot. Where a depot has 50 or more Train Crew Employees, the Depot Roster Committee may comprise up to four employees.
Derailment	For Maintenance Employees means an accident where it is necessary to utilise employees with appliances for the re-railing of locomotives and / or rollingstock and / or the clearing of all wreckage and / or other material.
Disadvantage Allowance	Means an allowance paid solely to compensate an employee for the additional (non-financial) disadvantages of living away from home in order to perform their duties.
Driver Only Operations (DOO)	For Train Crew Employees means a crew configuration comprising of a single Qualified Train Driver who is able to assume the sole responsibility for the operation of the class of locomotive or on track vehicle over the route on which s/he is required to work. DOO does not occur in any crew configuration with more than one driver where, as part of the shift, one driver is required to work on the ground and/or perform tasks relating to the preparation of the locomotive or locomotives, or train on the current or next outgoing service.
Ex Day (incoming shift)	For Train Crew Employees means any day (other than a Rostered Day Off) on which a Train Crew Employee is not rostered in the Master Roster to commence a shift; but is rostered to complete a shift which commenced the previous day.
Fair Work Commission (FWC)	Means the Fair Work Commission.
Freight Operator	Means a Transport Operations Employee engaged in a Freight Operator classification as contained in clause 45 of Schedule 1 of this Agreement.



## GENERAL PROVISIONS

Immediate family	<p>Means:</p> <ul style="list-style-type: none"> <li>▪ an employee’s spouse (including de facto spouse, former spouse, former de facto spouse or same sex partner)</li> <li>▪ a child (including an adult child, adopted child, foster child, or step child of an employee or an employee’s spouse);</li> <li>▪ a parent, grandparent, grandchild or sibling of an employee or an employee’s spouse.</li> </ul> <p>Immediate family also includes a Member of the employee’s household as defined above.</p> <p>In the case of compassionate leave for a bereavement only, ‘Immediate family’ also includes an employee’s step-parent, step-sibling or half-sibling.</p>
Maintenance Employee	Means an employee engaged in a classification contained in clause 57 of Schedule 2 of this Agreement, that is, a Locomotive Specialist, Locomotive Maintainer, Wagon Maintainer, Rollingstock Maintenance Tradesperson, Rollingstock Repairer or Apprentice.
Master Roster	For Maintenance Employees means the forecasted rostered workings for the Rollingstock Maintenance Depot / shed / trade over a cycle of up to 16 weeks.
Meal Period	For Train Crew Employees and Freight Operators means any of the following periods: 0700-0900, 1200-1400 and 1700-1900.
Member of the employee’s household	Means a person (e.g. an aunt, cousin or close friend) who lives with the employee. This applies to people who live with the employee and have a long-standing and significant relationship with the employee.
NES	Means the National Employment Standards in the Act.
Operational Maintainer	Means a Transport Operations Employee who is engaged in an Operational Maintainer classification as contained in subclause 46.2 of Schedule 1 of this Agreement.
Ordinary Hours	<p>For a full-time employee means the hours of work set out in subclause 8.2.</p> <p>For a part-time employee means the agreed hours of work in accordance with subclause 8.3.</p>
Ordinary Rate of Pay	<p>For Transport Operations Employees means the rate of pay payable to an employee for their Ordinary Hours of work including as applicable:</p> <ul style="list-style-type: none"> <li>▪ weekend loading (subclauses 40.16 and 40.17);</li> <li>▪ shift loading (clause 43); and</li> <li>▪ public holiday loading (subclause 19.8).</li> </ul>
Primary caregiver	Means a person who assumes the principal role of providing care to a child.
Project Work	For Train Crew Employees means Network Ballast Cleaning and Drainage operations and other full-time project work that is not part of usual depot to depot mainline operations. New work that involves usual depot to depot mainline operations is not Project Work.
Pro rata or Prorated	In the context of part-time employment means the proportional average weekly hours the part-time employee is available to be rostered as a

## GENERAL PROVISIONS

	proportion of full-time availability, an average of 38 (or where specified in this Agreement 40) Ordinary Hours per week.
Qualified Train Driver	Means a Train Crew Employee who has attained the necessary qualifications in all core competencies and elective competencies to meet the requirements of a Certificate IV in Train Driving TLI42615 or equivalent, are Traction type accredited in at least one form of traction type and are classified as a Driver or Driver Trainer.
Relevant Rate of Pay	Means, unless specified to the contrary: <ul style="list-style-type: none"> <li>• For Train Crew Employees who receive the penalty allowance, the sum of the Base Rate of Pay and the penalty allowance;</li> <li>• For Maintenance Employees who receive All-Purpose Allowances, the sum of the Base Rate of Pay and the All-Purpose Allowances.</li> <li>• For all other employees, the Base Rate of Pay.</li> </ul>
Roster	Means an arrangement of Ordinary (and where applicable rostered overtime) Hours to be worked by an employee over a specified period of time.
Roster Cycle	Means the period over which the roster operates before it repeats the pattern of days on / days off. All employees have a Roster Cycle. For example: an employee who is rostered to work Monday to Friday day shift only every week has a Roster Cycle of one week. An employee who works nine days in each fortnight, Monday to Friday day shift only has a Roster Cycle of two weeks.
Roster Period	The period over which the employee's rostered Ordinary Hours are averaged.
Rostered Day Off (RDO)	<p><b>For Train Crew Employees</b> - means a period of 29 hours commencing at 0001 and each subsequent 24-hour period. Employees cannot be rostered before 0500 on the day following an RDO, unless otherwise agreed by the Depot Roster Committee or the affected employee. Changes to start times in the daily roster apply on the day of operations.</p> <p><b>For Maintenance Employees</b> - means the period between midnight on one day and midnight of the following day during which an employee is not rostered to work Ordinary Hours. Where a shift is worked on either side of midnight the "Rostered Day Off" will be the 24 hour period immediately following the shift.</p> <p><b>For Transport Operations Employees</b> - means a period of any 24 consecutive hours over which an employee is not rostered to work and which is designated a Rostered Day Off by the Company.</p>
Route Competent	For Train Crew Employees means having the level of knowledge and skill, required by a Qualified Train Driver to consistently operate rail traffic safely and efficiently over a designated railway section, recognised via assessment.
Route Familiar	For Train Crew Employees means having a level of underpinning knowledge, recognised via assessment, of the physical operating characteristics of a railway section.
Shed Shift	For Train Crew Employees employed by AER means a rostered shift to ensure they are available for operational duties. Non-operational tasks, e.g. cleaning, mowing, facility maintenance may be undertaken where agreed with the affected Train Crew Employee employed by AER. Train

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	Crew Employees employed by AER will not be unreasonably detained where there are no operational duties to perform.
Shift Worker	<p><b>Maintenance Employees and Transport Operations Employees</b> – For the purposes of the NES and this Agreement means an employee who works a Master Roster in which Ordinary Hours of work are rostered:</p> <ul style="list-style-type: none"> <li>▪ Outside of 0600 – 1800; and</li> <li>▪ On public holidays; and</li> <li>▪ On Saturdays or Sundays.</li> </ul> <p><b>Train Crew Employees</b> – For the purposes of the NES and this Agreement all Train Crew Employees are Shift Workers except for non-penalty allowance Train Crew Employees whose hours of work are based on a master roster in which ordinary rostered hours do not meet the below threshold:</p> <ul style="list-style-type: none"> <li>▪ outside of 0600 hours and 1800 hours; and</li> <li>▪ on a public holiday; and</li> <li>▪ on all or part of a Saturday or Sunday.</li> </ul>
Stand-Alone Overtime	For Maintenance Employees means overtime that is not continuous with the start or end of a rostered shift.
Train Crew Employee	Means an employee engaged in a classification contained in clause 92 of Schedule 3 of this Agreement, that is, a Trainee Driver, Advanced Trainee Driver, Driver or Driver Trainer.
Transport Operations Employee	Means an employee engaged in classification contained in clause 45 or subclause 46.2 of Schedule 1 of this Agreement, that is, a Freight Operator or an Operational Maintainer.

## 6. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

### The Company to notify

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

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

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

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

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- 6.3. If potentially affected employees appoint a representative for the purposes of consultation and an employee or employees advise the Company of the identity of the representative, the Company may recognise the representative.
- 6.4. Significant effects include termination of employment, major changes in the composition, operation or size of the Company's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

### **The Company to discuss change**

- 6.5. The Company must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in this clause, the effects the changes are likely to have on employees, and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- 6.6. The discussions must commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in this clause.
- 6.7. For the purposes of such discussion, the Company must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that the Company is not required to disclose confidential information the disclosure of which would be contrary to the Company's interests.

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

- 6.8. Where the Company proposes to introduce a change to the regular roster or ordinary hours of work of employees, the Company must notify the relevant employees of the proposed change.
- 6.9. The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 6.10. If relevant employees appoint a representative for the purposes of consultation and an employee or employees advise the Company of the identity of the representative, the Company must recognise the representative.
- 6.11. As soon as practicable after proposing to introduce the change, the Company must:

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- 6.11.1. discuss with the relevant employees the introduction of the change; and
- 6.11.2. for the purposes of the discussion, provide to the relevant employees:
- all relevant information about the change, including the nature of the change; and
  - information about what the Company reasonably believes will be the effects of the change on the employees; and
  - information about any other matters that the Company reasonably believes are likely to affect the employees; and
- 6.11.3. invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 6.12. The Company is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 6.13. The Company must give prompt and genuine consideration to matters raised about the impact of the change by the relevant employees.
- 6.14. In this clause, relevant employees mean the employees who may be affected by a change referred to in subclause 6.8.
- 6.15. This clause operates subject to any specific provisions of this Agreement relating to changes to rosters or ordinary hours of work.

## 7. DISPUTE RESOLUTION

- 7.1. In the event of a dispute about a matter arising under this Agreement, or in relation to the NES the following steps will be followed:
- 7.1.1. **Step 1:** Discussions will be held between the employee/s concerned and the relevant supervisor. These discussions will be held within 48 hours of the dispute being raised, unless agreed otherwise. If the discussions do not resolve the dispute or if the discussions do not occur, or do not occur within the agreed timeframe, either party may refer it to the next step. Such a referral must be made within 48 hours of the discussions or, if the discussions do not occur, then within 48 hours of the dispute being raised or, if the discussions do not occur within the agreed timeframe, within 48 hours of the agreed timeframe for holding the discussions;
- 7.1.2. **Step 2:** Discussions will be held between the employee/s concerned and a senior level manager as appropriate. These discussions will be held within 48 hours of the dispute being referred to Step 2, unless agreed otherwise. If the discussions do not resolve the dispute or if the discussions do not occur, or do not occur within the agreed timeframe, either party may refer it to the next step. Such a referral must be made within 48 hours of these discussions or, if the discussions do not occur,

## GENERAL PROVISIONS

then within 48 hours of the dispute being raised or, if the discussions do not occur within the agreed timeframe, within 48 hours of the agreed timeframe for holding the discussions.

- 7.1.3. **Step 3:** The employee/s or the Company may refer the dispute to the FWC. Where such an application is made, the FWC shall first attempt to resolve the dispute through conciliation. Where conciliation does not resolve the dispute, the matter may be determined by arbitration. Where the dispute is subject to arbitration the decision of the FWC is binding.
- 7.2. The Company or employee/s may appoint another person, organisation or association to accompany and/or represent them during the steps contained in this procedure.
- 7.3. Where the timeframes in this process are not met, the Company may proceed to implement the change and the dispute may only proceed to conciliation. The timeframes do not include Saturdays, Sundays or public holidays.
- 7.4. Where the timeframes have been met and:
  - 7.4.1. a dispute is referred to the FWC in accordance with Step 3, the Company must not implement the disputed changes until the conciliation conference has been completed; or
  - 7.4.2. a dispute is referred to the FWC in accordance with Step 3 and the dispute arises from a decision of the Company which would result in the termination of employment due to redundancy, the Company will not implement the disputed changes until this step in the disputes procedure has been completed.
- 7.5. While the dispute resolution procedure is being followed work must continue in accordance with this Agreement and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the Company to perform work that is safe and appropriate for the employee to perform.
- 7.6. In this clause;
  - 7.6.1. **relevant supervisor** means the employee/s concerned direct supervisor or manager, unless the Company has nominated another person in writing to be the relevant supervisor for the purpose of this Agreement.
  - 7.6.2. **senior level manager** means the manager or direct supervisor of the relevant supervisor (manager once removed), unless the Company has nominated another person in writing to be the senior line manager for the purpose of this Agreement.

## 8. TYPES OF EMPLOYMENT

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

## GENERAL PROVISIONS

### Full-time employment

- 8.2. A full-time employee is an employee who is engaged to work an average number of Ordinary Hours per week as follows:
- 8.2.1. **For Train Crew Employees** – an average of 40 hours per week, comprised of 38 Ordinary Hours and two additional hours of rostered overtime. To remove doubt, the wage rates in clause 93 of this Agreement have been calculated to take account of the two additional hours of rostered overtime.
  - 8.2.2. **For Maintenance Employees** - an average of 38 Ordinary Hours per week.
  - 8.2.3. **For Freight Operators** - an average of 38 Ordinary Hours per week
  - 8.2.4. **For Operational Maintainers** - an average of 40 Ordinary Hours per week, comprised of 38 ordinary hours and two additional hours of rostered overtime. To remove doubt, the wage rates in subclause 46.2 of the Agreement have been calculated to take account of the two additional hours of rostered overtime.

### 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. The arrangement of hours of a part-time employee will be agreed in writing between Aurizon and the employee and may be varied by further written agreement. This arrangement must include:
- 8.4.1. The number of hours to be worked each day;
  - 8.4.2. The days of the week that the employee will work; and
  - 8.4.3. The starting and finishing times each day.
- 8.5. A part-time employee may agree to work hours in excess of the agreed hours. The hours worked in excess of the agreed hours for that part-time employee will be paid at the appropriate overtime rate (and will not be included for the purpose of leave accruals).

### Casual employment

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



## GENERAL PROVISIONS

### Temporary employment

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

### Apprenticeships and Traineeships

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

## 9. RIGHT TO REQUEST CASUAL CONVERSION

- 9.1. A person engaged by the Company as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- 9.2. A regular casual employee is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under this Agreement.
- 9.3. A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- 9.4. A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- 9.5. Any request under this clause must be in writing and provided to the Company.
- 9.6. Where a regular casual employee seeks to convert to full-time or part-time employment, the Company may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- 9.7. Reasonable grounds for refusal include that:



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- 9.7.1. it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this Agreement – that is, the casual employee is not truly a regular casual employee as defined in subclause 9.2 of this Agreement;
  - 9.7.2. it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
  - 9.7.3. it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
  - 9.7.4. it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- 9.8. For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
  - 9.9. Where the Company refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the Company's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in this Agreement. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
  - 9.10. Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the Company and employee must discuss and record in writing:
    - 9.10.1. the form of employment to which the employee will convert –that is, full-time or part-time employment; and
    - 9.10.2. if it is agreed that the employee will become a part-time employee, the number of hours to be worked each day, the days of the week the employee will work and the starting and finishing times each day.
  - 9.11. The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
  - 9.12. Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the Company.
  - 9.13. A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.

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- 9.14. Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits the Company to require a regular casual employee to so convert.
- 9.15. Nothing in this clause requires the Company to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- 9.16. The Company must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this clause within the first 12 months of the employee's first engagement to perform work.
- 9.17. A casual employee's right to request to convert is not affected if the Company fails to comply with the notice requirements in the above clause.

### 10. LABOUR HIRE

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

### 11. INDIVIDUAL FLEXIBILITY AGREEMENTS

- 11.1. Notwithstanding any other provision of this Agreement the Company and an individual employee may agree to make an Individual Flexibility Agreement (IFA) to vary the effect of certain terms of this Agreement to meet the genuine needs of the Company and the individual employee.
- 11.2. The IFA must be genuinely agreed to by the Company and the employee.
- 11.3. The IFA must:
  - 11.3.1. be about matters that would be permitted matters if the arrangement was an enterprise agreement; and
  - 11.3.2. not include a term that would be an unlawful term if the agreement was an enterprise agreement.
- 11.4. The Company must ensure that the IFA results in the employee being better off overall than if the IFA had not been agreed.

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- 11.5. The Company must ensure that the IFA is in writing and signed:
  - 11.5.1. by the employee and the Company; and
  - 11.5.2. if the employee is under 18 years of age, by a parent or guardian of the employee.
- 11.6. The Company will ensure that a copy of the IFA is given to the employee within 14 days of the arrangement being agreed.
- 11.7. Any IFA may be terminated:
  - 11.7.1. on 28 days' written notice given by the Company or the employee; or
  - 11.7.2. by the employee and the Company, at any time, if they agree in writing to the termination.
- 11.8. **Maintenance Employees and Transport Operations Employees** - An IFA can be reached between the Company and an individual employee in relation to any clause of this Agreement except for:
  - 11.8.1. Clause 1 – Title
  - 11.8.2. Clause 2 – Commencement Date
  - 11.8.3. Clause 3 – Coverage
  - 11.8.4. Clause 4 – Relationship with Awards and other enterprise agreements
  - 11.8.5. Clause 5 – Definitions and interpretation; and
  - 11.8.6. this clause.
- 11.9. **Train Crew Employees engaged in Project Work** - An IFA can be reached between the Company and an individual Train Crew Employee engaged in Ballast Cleaning and Drainage operations and other full-time Project Work that is not part of usual depot to depot mainline operations, in relation to any clause of this Agreement except for:
  - 11.9.1. Clause 1 – Title
  - 11.9.2. Clause 2 – Commencement Date
  - 11.9.3. Clause 3 – Coverage
  - 11.9.4. Clause 4 – Relationship with Awards and other enterprise agreements
  - 11.9.5. Clause 5 – Definitions and interpretation;
  - 11.9.6. All provisions of this Agreement relating to maximum shift lengths for Train Crew Employees; and
  - 11.9.7. this clause.

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11.10. **Train Crew Employees not engaged in Project Work** - An IFA can be reached between the Company and an individual Train Crew Employee not engaged in Project Work in relation to any clause of this Agreement except for:

11.10.1. Clause 1 – Title

11.10.2. Clause 2 – Commencement Date

11.10.3. Clause 3 – Coverage

11.10.4. Clause 4 – Relationship with Awards and other enterprise agreements

11.10.5. Clause 5 – Definitions and interpretation;

11.10.6. All provisions of this Agreement relating to rostering arrangements and hours of work for Train Crew Employees; and

11.10.7. this clause.

## 12. TERMINATION OF EMPLOYMENT

### Notice by the Company

12.1. The Company may provide an employee with notice of termination of employment for reasons including but not limited to unsatisfactory performance, unacceptable conduct, matters arising under Aurizon's Health Management Standard or redundancy.

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

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

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

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

### Notice of termination by an employee

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

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

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### Job search entitlement

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

### Payment on termination

- 12.8. Subject to this Agreement upon termination employees will be paid:
- 12.8.1. for time worked (up to the time of termination); and
  - 12.8.2. any payment in lieu of notice; and
  - 12.8.3. any untaken annual leave (including loading); and
  - 12.8.4. any untaken long service leave.

## 13. REDUNDANCY

- 13.1. A redundancy occurs in a circumstance where the Company decides that it no longer requires the position that an employee has been doing to be done by anyone and there is no suitable alternative position for the employee. A redundancy is not triggered by the ordinary and customary turnover of labour.

### Suitable alternative position

- 13.2. For the purpose of this clause a suitable alternative position includes, but is not limited to, the following:
- 13.2.1. 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
  - 13.2.2. which attracts the same or no less favourable terms and conditions of employment overall; and
    - is a position elsewhere within the Company; or
    - is a position with another related entity to the Company; or
    - is a position with an unrelated entity.

### Minimising / avoiding involuntary redundancy

- 13.3. The Company shall implement reasonable retraining, transfer, redeployment, job swaps and voluntary relocation in order to minimise / avoid involuntary redundancies.

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- 13.4. An employee shall not unreasonably refuse retraining, transfer and/or redeployment where these things form part of the Company's redundancy mitigation programme.
- 13.5. The Company shall pay a relocation incentive payment when:
  - 13.5.1. an employee's position is identified as no longer required; and
  - 13.5.2. the employee is offered and accepts a position in another Aurizon location which requires the employee to relocate.
- 13.6. The relocation incentive payment will be the equivalent of the notice period the employee would have received if their employment was terminated by way of redundancy, plus five weeks. This is calculated on the employee's Base Rate of Pay in the position that is no longer required. Other applicable relocation benefits will apply in accordance with Aurizon's Relocation Benefits Standard (as varied from time to time).
- 13.7. Where the Company decides there are redundancies in a specific class of positions, the Company must accept all volunteers for redundancy from within that class before proceeding to involuntary redundancy. Should there be a greater number of volunteers for redundancy than the Company requires, the selection of volunteers will be from that pool of volunteers and at the discretion of the Company.
- 13.8. Unless otherwise agreed by the Company and an employee, there will be a minimum period of three weeks between the Company opening expressions of interest for Voluntary Redundancy and the termination of an employee by Voluntary Redundancy.
- 13.9. Expressions of interest for Voluntary Redundancy may be sought by the Company from the commencement of consultation.

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

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

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### Severance pay for new employees

13.11. Employees who commenced employment with the Company after the Commencement Date and who subsequently have their employment terminated by reason of redundancy will be paid severance pay calculated as follows:

13.11.1. For employees with less than one year of service – nil.

13.11.2. For employees with at least one but less than two years of service – 4 weeks' pay at the Base Rate of Pay.

13.11.3. For employees with two years of service or more – 3 weeks' pay at the Base Rate of Pay for each completed year of service.

13.11.4. The maximum payment for severance pay is 52 weeks at the Base Rate of Pay.

### Pro-rata service

13.12. An employee with one or more periods of part-time employment and/or one or more periods of leave without pay will for each such year be credited with Pro rata service.

13.13. 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:

13.13.1. For Train Crew Employees and Operational Maintainers - 2080 hours (i.e. annual Ordinary Hours – 40 hours per week x 52 weeks).

13.13.2. For Maintenance Employees and Freight Operators - 1976 hours (i.e. annual Ordinary Hours – 38 hours per week x 52 weeks).

13.13.3. The maximum severance payment will be similarly pro-rated.

### Employee leaving during notice period

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

## 14. NO FORCED RELOCATION

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

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

## **15. PAYMENT OF WAGES**

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

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

### **Pay averaging**

- 15.2. A full-time employee will be paid for:
- 76 Ordinary Hours each pay fortnight for Maintenance Employees and Freight Operators; or
  - 80 Ordinary Hours each pay fortnight for Train Crew Employees and Operational Maintainers;

irrespective of the Ordinary Hours worked in the pay fortnight. This payment averages an employee's wages in order to avoid the peaks and troughs that may occur under some rosters should the employee only be paid the Ordinary Hours worked each pay fortnight.

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

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

### **40-hour week – Train Crew Employees and Operational Maintainers**

- 15.4. The hours of work for all Train Crew Employees and Operational Maintainers are 40 hours per week averaged over the Roster Cycle, comprised of 38 Ordinary Hours and two additional hours of rostered overtime. To remove doubt, the wage rates in clause 93 and subclause 46.2 of this Agreement have been calculated to take account of the two additional hours of rostered overtime that form part of the 40 hours.

## **16. ANNUAL LEAVE**

### **Accrual of annual leave**

- 16.1. The following employees are entitled to 5 weeks of annual leave per year of service:
- 16.1.1. Maintenance Employees who are Shift Workers;
  - 16.1.2. Freight Operators who are Shift Workers;
  - 16.1.3. Operational Maintainers;
  - 16.1.4. Train Crew Employees employed by AER; and



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- 16.1.5. Train Crew Employees employed by Aurizon Operations Limited who receive the penalty allowance.
- 16.2. 5 weeks of annual leave per year of service equates to:
  - 16.2.1. **For Maintenance Employees and Freight Operators** - 190 hours of annual leave entitlements accruing per year of service; or
  - 16.2.2. **For Train Crew Employees and Operational Maintainers** - 200 hours of annual leave entitlements accruing per year of service.
- 16.3. The following employees are entitled to 4 weeks of annual leave per year of service:
  - 16.3.1. Maintenance Employees who are not Shift Workers;
  - 16.3.2. Freight Operators who are not Shift Workers; and
  - 16.3.3. Train Crew Employees employed by Aurizon Operations Limited who do not receive the penalty allowance.
- 16.4. 4 weeks of annual leave per year of service equates to:
  - 16.4.1. **For Maintenance Employees and Freight Operators** - 152 hours of annual leave entitlements accruing per year of service; or
  - 16.4.2. **For Train Crew Employees** - 160 hours of annual leave entitlements accruing per year of service.
- 16.5. Annual leave accrues progressively during a year of service according to the employee's Ordinary Hours of work and accumulates from year to year.
- 16.6. Casual employees do not accrue annual leave.
- 16.7. Employees do not accrue annual leave during periods of unpaid absence unless otherwise provided by legislation.

### Taking annual leave

- 16.8. Annual leave is "taken" where an employee does not work the Ordinary Hours for which the employee was rostered because of the approved annual leave.
- 16.9. Employees must obtain approval before taking a period of annual leave. Approval will be subject to operational needs at the relevant work location/depot; however, approval will not be unreasonably withheld.
- 16.10. Subject to agreement between the Company and the employee annual leave may be taken in advance.
- 16.11. **Train Crew Employees:**
  - 16.11.1. For the purpose of this clause a week means Monday to Sunday. An employee will be treated as having taken a week of leave if the

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employee is off all rostered shifts in any given Monday to Sunday period.

16.11.2. Where an employee takes at least a week of annual leave, the start time of the first shift following the annual leave cannot be rostered before 0500. Changes to the start time in the daily roster apply on the day of operations.

16.11.3. Any shift alterations resulting from paragraph 16.11.2 above will not be subject to penalty payments. This does not include applicable penalties on the day of operations.

16.11.4. Where an employee takes annual leave on the day before an Available, the employee will not be rostered to start before a minimum of the shift length missed due to taking annual leave has elapsed, plus an additional 12 hours. Changes to the start time in the daily roster apply on the day of operations.

### 16.12. **Maintenance Employees and Transport Operations Employees:**

16.12.1. A period of annual leave commences at the start time of the first shift missed due to the taking of the annual leave and ends at the start time of the first shift worked following the annual leave.

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

16.13. 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.

16.14. An employee and the Company may agree to a shorter notice period.

16.15. Any direction to take annual leave must not result in an employee's leave balance reducing below one year's accrual.

16.16. **For Maintenance Employees** – an employee may only be directed to take annual leave where the employee has more than 18 months' accrual of annual leave and agreement cannot be reached through discussions with the employee.

16.17. **For Train Crew Employees** - the Company's ability to direct employees to take annual leave operates subject to the shutdown provisions of this Agreement applicable to Train Crew Employees.

### **Cashing out annual leave**

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

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

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- 16.20. 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.
- 16.21. The employee will be paid cashed out annual leave on the same basis as had the annual leave been taken in the usual way.

### Illness while on annual leave

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

### Payment and deduction of annual leave – Train Crew Employees

- 16.24. For each Ordinary Hour of annual or long service leave taken employees will be paid at the Relevant Rate of Pay.
- 16.25. **Annual leave of a fortnight or more** - Where an employee is on annual leave for a fortnight or more, they will be deducted 40 hours annual leave for each complete week of leave. Part weeks will be treated as set out in subclause 16.28.
- 16.26. **Annual leave comprising one complete week or more but less than a fortnight** – Where an employee's period of annual leave is less than a fortnight but is one complete week or more, the following will be deducted for the complete week of leave:
- 40 hours if the employee is rostered to work 40 hours or more in that week; or
  - Otherwise, 8 hours for each rostered shift not worked by the employee during the week.
- 16.27. Any part week of leave during the period will be treated as set out in clause 16.28.
- 16.28. **Annual leave which includes a part week** – Where an employee's period of annual leave is a:
- Part week (one shift or more but less than a complete week); or
  - Complete week where the employee is rostered less than 40 hours,

## GENERAL PROVISIONS

8 hours will be deducted for each rostered shift not worked by the employee during the period of leave.

### **Payment and deduction of annual leave – Transport Operations Employees**

- 16.29. For each ordinary hour of annual leave taken employees will be paid at the Base Rate of Pay.
- 16.30. Freight Operators will receive an annual leave loading of 17.5% of the Base Rate of Pay. Freight Operators entitled to five weeks of annual leave per year will receive an annual leave loading of 20% of the Base Rate of Pay.
- 16.31. Annual leave loading will not be paid to Operational Maintainers whose Base Rate of Pay contains an amount (1.9%) in lieu of annual leave loading.
- 16.32. Annual leave will be deducted consistent with subclauses 16.24 to 16.28 (payment and deduction of annual leave for Train Crew Employees) of this Agreement except that references in those clauses to annual leave deductions of 40 hours per week and 8 hours per shift should read, 38 hours per week and 7.6 hours per shift for Freight Operators.

### **Payment and deduction of annual leave – Maintenance Employees**

- 16.33. For each ordinary hour of annual leave taken, employees will be paid at the employee's Relevant Rate of Pay plus the Depot Teams allowance and Rollingstock Movement allowance as applicable.
- 16.34. For each ordinary hour of annual leave taken, Aggregate Wage Employees will be paid at their Relevant Rate of Pay plus aggregate allowance plus the Depot Teams allowance and Rollingstock Movement allowance as applicable.
- 16.35. Employees will receive an annual leave loading of 17.5% of the Base Rate of Pay. Employees entitled to 5 weeks of annual leave per year will receive an annual leave loading of 20% of the Base Rate of Pay. Annual leave loading will not be paid to Aggregate Wage Employees.
- 16.36. Each ordinary hour of annual leave taken will be deducted from an employee's accrual.

### **Annual leave and public holidays – all employees**

- 16.37. If the period during which an employee takes paid annual leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid annual leave on that public holiday. Payment, if any, for such days will be in accordance with the clause 19 of this Agreement (Public Holidays).

## 17. LONG SERVICE LEAVE

### Accrual of long service leave

- 17.1. Employees are entitled to the following amount of leave on completion of 7 years' continuous service:
  - 17.1.1. **For Maintenance Employees and Freight Operators** - 345.8 hours of long service leave; and
  - 17.1.2. **For Train Crew Employees and Operational Maintainers** - 364 hours of long service leave.
- 17.2. For any continuous service beyond 7 years, employees will accrue long service leave at the rate of 49.4 hours per year (52 hours per year for Train Crew Employees and Operational Maintainers).
- 17.3. Employees will not accrue long service leave during any period of unpaid absence.
- 17.4. 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.
- 17.5. The entitlement to long service leave for casual employees is determined by the following:
  - 17.5.1. Upon 7 years' continuous service the employee's total aggregated hours divided by 13832 (14560 for Train Crew Employees and Operational Maintainers), (i.e. 7 years x 52 weeks per year the number of Ordinary Hours per week) multiplied by 345.8 hours (364 hours for employees who work a 40 hour week) (i.e. full-time hours of long service leave);
  - 17.5.2. After 7 years' service the rate of the employee's annual total aggregated hours in the preceding 12 months divided by 1976 hours (2080 hours for Train Crew Employees and Operational Maintainers) multiplied by 49.4 hours (52 hours for Train Crew Employees and Operational Maintainers).
    - A casual employee may only access their accrued long service upon 7 years of continuous service.

### Taking long service leave

- 17.6. Long service leave is "taken" where
  - 17.6.1. an employee does not work the Ordinary Hours for which the employee was rostered because of the approved long service leave; or
  - 17.6.2. an employee has cashed out the long service leave; or
  - 17.6.3. the employee has salary sacrificed the long service leave.

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- 17.7. 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.
- 17.8. 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.
- 17.9. 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
- 17.9.1. the employee has not been refused a requested period of long service leave greater than 1 week in the previous 12 months; or
- 17.9.2. the employee has not provided notice of intention to retire or resign as at any time in the following 12 months; and
- 17.9.3. the direction to take leave would not result in the employee having a long service leave balance below 170 hours (180 hours for Train Crew Employees and Operational Maintainers).
- 17.10. The Company's ability to direct employees to take long service leave operates subject to the shutdown provisions of this Agreement.

### Payment of long service leave

- 17.11. Subject to the pay averaging provisions of this Agreement, employees will be paid for each ordinary hour of long service leave:
- 17.11.1. at the Relevant Rate of Pay plus the Depot Teams allowance and Rollingstock Movement allowance as applicable for Maintenance employees; and
- 17.11.2. For all other employees, at the Relevant Rate of Pay.
- 17.12. 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. To remove doubt, the employee is taken not to be on long service leave on a day that is a public holiday for the employee.
- 17.13. **For Maintenance Employees:**
- 17.13.1. Each ordinary hour of long service leave taken will be deducted from an employee's accrual.
- 17.14. **For Train Crew Employees and Transport Operations Employees:**
- 17.14.1. **Long service leave of a fortnight or more** - Where an employee is on long service leave for a fortnight or more, they will be deducted 40 hours long service leave for each complete week of leave. Part weeks will be treated as set out in paragraph 17.14.4.

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17.14.2. **Long service leave comprising one week and less than a fortnight** – Where an employee's period of long service leave is less than a fortnight but is one complete week, the following will be deducted for the complete week of leave:

- 40 hours if the employee is rostered to work 40 hours or more in that week; or
- Otherwise, 8 hours for each rostered shift not worked by the employee during the week.

17.14.3. Any part week of leave will be treated as set out in clause 17.14.4.

17.14.4. **Long service leave which includes a part week** – Where an employee's period of long service leave is a:

- Part week (one shift or more but less than a complete week); or
- Complete week where the employee is rostered less than 40 hours, 8 hours will be deducted for each rostered shift not worked by the employee during the period of leave.

17.15. References in paragraphs 17.14.1, 17.14.2 and 17.14.4 of this subclause to long service leave deductions of 40 hours per week and 8 hours per shift should be read as 38 hours per week and 7.6 hours per shift for Freight Operators.

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

17.16. 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:

17.16.1. the application will be in writing.

17.16.2. Maintenance Employees and Freight Operators must have at least 170 hours of long service leave remaining after they have cashed out a portion of their long service leave.

17.16.3. Train Crew Employees and Operational Maintainers must have at least 180 hours of long service leave remaining after they have cashed out a portion of their long service leave.

### **Long service leave 'top up' – Maintenance Employees**

17.17. Where an employee takes a period of long service leave, they may elect to include an amount of long service leave cashed out, such that the employee will be paid 1.3 times the employee's Base Rate of Pay.

17.18. Employees must notify the Company in writing of their intention to top up their long service leave.

## 18. SHUTDOWN

- 18.1. Aurizon may shut down all or any part of its operation provided the shutdown is for a period of at least 48 hours, and affected employees are given at least 28 days' notice of the shutdown or such shorter period of notice as agreed between Aurizon and the employees affected.
- 18.2. Employees directly affected by the shutdown who have an entitlement to annual leave or long service leave may take all or part of that entitlement during the shutdown period.
- 18.3. Train Crew Employees directly affected by the shutdown may move their RDO from a day/s during the notice period to a day/s covered by the shutdown period.
- 18.4. Full-time, part-time and temporary employees who are directly affected by the shutdown and who have not accrued sufficient paid leave may, during the shutdown period, take annual leave in advance:
  - 18.4.1. Provided that for Train Crew Employees the Company may withhold from the wages component of the employee's termination pay an amount up to the equivalent of any negative annual leave balance arising from this clause, after receiving the employee's specific authorisation to make the deduction.
- 18.5. Aurizon is not obligated to pay wages to affected employees who elect not to take annual leave or long service leave (or for Train Crew Employees only - move an RDO) during the shutdown up to a maximum of:
  - 18.5.1. **For Train Crew Employees and Operational Maintainers** - 80 Ordinary Hours in any calendar year;
  - 18.5.2. **For Freight Operators** - 76 Ordinary Hours in any calendar year;
  - 18.5.3. **For Maintenance Employees** – 38 Ordinary Hours in any calendar year.

## 19. PUBLIC HOLIDAYS

### Applicable public holidays

- 19.1. The following public holidays apply to Train Crew Employees employed by Aurizon Operations Limited who are paid the penalty allowance, which includes compensation for working the statutory public holidays in subclause 19.2 (refer subclause 89.41 – penalty allowance components):
  - 1 January
  - ANZAC Day
  - Labour Day
  - 25 December



## GENERAL PROVISIONS

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

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

### **Substituting public holidays**

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

### **Payment for public holidays**

19.4. An employee rostered to work and who is not required to work on a public holiday will be paid at the Relevant Rate of Pay for the rostered Ordinary Hours the employee would have otherwise worked on the public holiday, except Transport Operations Employees who will be paid at the Ordinary Rate of Pay.

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

19.6. Train Crew Employees employed by Aurizon Operations Limited, who are paid the penalty allowance and:

19.6.1. Who work Ordinary Hours on 1 January, ANZAC Day or 25 December will be paid at 1.5 times the Relevant Rate of Pay for the hours actually worked;

19.6.2. Who work Ordinary Hours on Labour Day will be paid at 2.5 times the Relevant Rate of Pay for the hours actually worked;

19.6.3. Who work stand-alone overtime on a public holiday, payment will be at the higher of the overtime rate or the public holiday rate.

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- 19.7. Aggregate Wage Employees who work on a public holiday will be paid at 200% x (Relevant Rate of Pay plus the aggregate allowance) for time actually worked. All Ordinary Hours worked on a public holiday will be credited to cycle time.
- 19.8. All other employees who work on a public holiday will be paid:
- 19.8.1. at the Relevant Rate of Pay for all Ordinary Hours rostered for the day;  
plus
  - 19.8.2. at 150% of the Relevant Rate of Pay for the hours actually worked;  
plus
  - 19.8.3. any applicable shift loading or weekend work loading.
- 19.9. An employee who is required to work on a public holiday will be provided with at least four hours work (other than where the employee works the full rostered shift and fewer than four hours of the rostered shift fall on the public holiday).
- 19.10. Employees who are never rostered to work Ordinary Hours on a particular day of the week will not be paid for any public holiday that falls on that day. For example:
- employees whose Ordinary Hours are always rostered Monday to Friday will not receive payment for Easter Saturday;
  - a part-time employee who only works Tuesday to Friday will not be paid for any public holiday that falls on a Monday.
- An employee who works overtime on such a day will be paid in accordance with the working overtime on a public holiday subclause (19.12).
- 19.11. Where a public holiday falls on a Saturday or Sunday but is observed on a week day, employees who work on the Saturday or Sunday will be paid the Saturday or Sunday loading in accordance with this Agreement. Where employees work on the gazetted public holiday, the employees will be paid in accordance with this clause.
- 19.12. Where overtime is worked on a public holiday either as a whole additional shift or as additional hours worked immediately pre or post Ordinary Hours, payment will be at double the overtime rate that would be applicable if the day was not a public holiday.

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

- 19.13. Subject to paragraphs 19.13.1 and 19.13.2 and subclause 19.14 below, where an employee's RDO falls on a public holiday and Aurizon does not agree to move (substitute) the public holiday to another day, the employee will be paid an allowance of 7.6 hours (8 hours for Train Crew Employees and Operational Maintainers) at the Base Rate of Pay for the public holiday (Relevant Rate of Pay for Maintenance Employees).

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19.13.1. For Transport Operations Employees who are Shift Workers, the payment in subclause 19.13 above will only apply to the following designated days;

- New Year's Day;
- ANZAC Day;
- Labour Day; and
- Christmas Day.

19.13.2. For Train Crew Employees who receive 5 weeks annual leave, the payment will only apply to the sixth and subsequent public holidays on which an RDO falls in any calendar year.

19.14. Where the employee works overtime or part of a rostered shift on the public holiday the 7.6 hours (8 hours for Train Crew Employees and Operational Maintainers) will be reduced by the number of hours worked. The hours actually worked on the public holiday will be paid in accordance with the 'Payment for public holiday' provisions of this Agreement.

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

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

### **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 except for:

21.1.1. Employees (except casuals) of AER and Train Crew Employees based at Longreach depot, who accrue personal / carer's leave at the rate of 12 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, except where the unpaid absence is to take community service leave. Where an employee provides evidence (in accordance with this clause) that the unpaid absence is due to personal illness or personal injury the employee will accrue personal / carer's leave during such absence.

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

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

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

### Payment and deduction of personal / carer's leave

- 21.6. 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 for the employee's Ordinary Hours of work in the period:
  - 21.6.1. at the Relevant Rate of Pay plus the Depot Teams allowance and Rollingstock Movement allowance as applicable for Maintenance employees; and
  - 21.6.2. For all other employees, at the Relevant Rate of Pay.
- 21.7. Personal / carer's leave taken by an employee will be deducted from the employee's accruals:
  - 21.7.1. **For Freight Operators and Maintenance Employees** - to a maximum of 7.6 hours for any day; and
  - 21.7.2. **For Train Crew Employees and Operational Maintainers** - to a maximum of 8 hours for any day.
- 21.8. For the avoidance of doubt, where a Train Crew Employee takes personal / carer's leave for:
  - 21.8.1. any single shift that breaks across two days, 8 hours only will be deducted from the employee's personal / carer's leave accrual, regardless of whether an additional shift concludes or commences during the period of personal / carer's leave;
  - 21.8.2. a tucker box job with both shifts commencing and concluding within the same calendar day (0001 to 2359), 8 hours only will be deducted from the employee's personal/carer's leave accrual, regardless of the cumulative hours for the shifts;
  - 21.8.3. the first shift of a tucker box job and provides a reasonable amount of notice that they are available to return to work for rostered start time of the second shift or a different start time by agreement, then only 8 hours will be deducted from the employee's personal / carer's leave accrual.

### Notice of absence

- 21.9. 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

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as soon as reasonably practicable (which may be at a time after the absence has started).

- 21.10. The notice must include the period or expected period of the absence.
- 21.11. The above two clauses do not apply to an employee who could not comply with them because of circumstances beyond the employee's control.

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

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

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

- 21.13. 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.
- 21.14. An employee may take unpaid carer's leave as:
  - 21.14.1. a single continuous period that includes no more than two rostered shifts; or
  - 21.14.2. any separate periods to which the employee and the Company agree.
- 21.15. An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal / carer's leave.
- 21.16. Casual employees are entitled and may apply for unpaid carer's leave.

### **Evidence requirements**

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

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

- 21.18. 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 and the employee is not otherwise rostered to work on that day, 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 of paid compassionate leave (on each occasion) to spend time with Immediate family or a Member of the employee's household who contracts or develops a personal illness or injury that poses a serious threat to their life. Casual employees are entitled to 2 days' unpaid compassionate leave on each occasion.
- 22.2. Where a member of the employee's Immediate family or a Member of the employee's household dies, the employee is entitled to three days of paid compassionate leave. Any leave taken for a bereavement is a separate entitlement to any compassionate leave taken prior to the death of the employee's Immediate family or Member of the employee's household.

## **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 at the Relevant Rate of Pay for the employee's Ordinary Hours of work in the period (Relevant Rate of Pay plus aggregate allowance for Aggregate Wage Employees), 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. If an employee has received jury service pay (within the meaning of the Act), the Company will reduce payments made to the employee under this clause by the amount of jury service pay received.
- 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.

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### 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 for jury service. Unless impractical an employee will be expected to return to work for their normal rostered hours in the remainder of their shift.

### Voluntary emergency management activity

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

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### 25. BLOOD DONOR

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

### 26. LEAVE WITHOUT PAY

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

### 27. MILITARY LEAVE

- 27.1. 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.
- 27.2. An employee seeking military leave must make a request which will be approved by the Company provided that the employee provides supporting documentation.
- 27.3. All military leave will be counted as continuous service with the Company.
- 27.4. An employee absent from work on military leave will not lose pay for any Ordinary Hours of work occurring during absences up to a maximum payment of 152 hours (160 hours for Train Crew Employees and Operational Maintainers) in any calendar year.
- 27.5. 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).

### 28. NATURAL DISASTER / SEVERE WEATHER EVENT LEAVE

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



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- any other reason approved by the Company;

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

28.2. An employee granted natural disaster leave will not lose pay for any Ordinary Hours missed provided that in the above:

28.2.1. the circumstance exists; or

28.2.2. it is reasonably likely that the circumstance will exist at a relevant time;  
or

28.2.3. the action by the employee was reasonable taking into account all relevant information.

## 29. PARENTAL LEAVE

### General rule - notice

29.1. An employee is not entitled to take parental leave unless they inform the Company of their intention to take unpaid parental leave by giving at least 10 weeks' written notice (unless it is not possible to do so).

29.2. Notice must include the intended start and end dates of any leave.

29.3. At least four weeks before the intended start date the employee must confirm the intended start and end dates or advise the Company of any changes to the intended start and end dates (unless it is not possible to do so).

29.4. Where concurrent leave is to be taken in separate periods, these notice requirements apply to the first period of that leave. For second and subsequent periods, the employee must provide the Company with 4 weeks' notice.

29.5. An employer may require evidence that would satisfy a reasonable person of the actual or expected date of birth of a child or the day or expected day of placement of a child under 16.

### General rule - qualification

29.6. Employees are entitled to parental leave under this clause if the employee has, or will have, completed at least 12 months of continuous service with the employer immediately before the date of birth, or placement in the case of adoption.

29.7. Casual employees are entitled to parental leave under this clause if they meet the requirements under clause 26.6 above and if they are engaged in regular and systematic work with a reasonable expectation of ongoing employment.

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### General rule - additional government entitlements

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

### Pre-natal/adoption leave

- 29.9. An employee with 12 months' continuous service who is pregnant or adopting a child is entitled to 1 week of paid pre-natal/adoption leave to attend pre-natal/adoption appointments.
- 29.10. An employee with 12 months' continuous service whose partner is adopting a child is entitled to 2 days of paid pre-adoption leave to attend pre-adoption appointments.
- 29.11. An employee with 12 months' continuous service whose partner is pregnant is entitled to 2 days of paid pre-natal leave to attend pre-natal appointments.
- 29.12. Partners of employees adopting a child are entitled to an additional 1 day of unpaid pre-adoption leave to attend pre-adoption appointments.

### Unpaid special maternity leave

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

### Taking leave due to a pregnancy related illness

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

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

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

- 29.17. An eligible pregnant employee has in specified circumstances an entitlement to be transferred to an 'appropriate safe job'. An appropriate safe job is a job that has:
- 29.17.1. the same Ordinary Hours of work as the employee's present position  
or
  - 29.17.2. a different number of Ordinary Hours agreed to by the employee.
- 29.18. This entitlement applies if the employee:
- 29.18.1. is entitled to unpaid parental leave; and
  - 29.18.2. has complied with the notice and evidence requirements for accessing that unpaid parental leave; and
  - 29.18.3. has provided evidence (e.g. a medical certificate) that would satisfy a reasonable person that they are fit for work, but that it is inadvisable for them to continue in their present position during a period because of:
    - illness or risks arising out of the pregnancy or
    - hazards connected with that position.
- 29.19. If these requirements are met and there is an appropriate safe job available, the employee must be transferred to that job for the risk period, with no other change to the employee's terms and conditions of employment. The employer must pay the employee at their full rate of pay for the position they were in before the transfer and for the hours they work during the risk period.
- 29.20. If there is no appropriate safe job available, the employee is entitled to take paid 'no safe job leave' for the risk period and be paid at their Relevant Rate of Pay for Ordinary Hours of work.
- 29.21. If an employee is on paid 'no safe job leave' during the six week period before the expected date of birth, the Company may ask the employee to give the Company a medical certificate stating whether they are fit for work.
- 29.22. The employer may require the employee to take a period of unpaid parental leave as soon as practical if:
- 29.22.1. the employee does not give the Company a medical certificate within seven days after the request; or
  - 29.22.2. within seven days after the request, the employee provides a certificate stating they are not fit for work.

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

### **Paid Primary caregiver leave**

- 29.24. An employee with 12 months' continuous service who will give birth to, or adopt a child, is entitled to 14 calendar weeks of paid Primary caregiver leave.
- 29.25. Where the leave is for a birth such leave may commence up to 6 weeks before the expected birth date and must include the 6 weeks immediately following the birth.
- 29.26. The period of paid Primary caregiver leave will be reduced by the equivalent period of any paid no safe job leave taken after the commencement of 6 weeks from the expected date of birth.
- 29.27. In cases where the birth parent, (or the original Primary caregiver in the case of adoption), returns to work and their partner (the employee) is to be the Primary caregiver for the child, the employee is entitled to access up to a maximum of 7 weeks of paid leave calculated as follows:
- 14 weeks of paid Primary caregiver leave
  - minus the number of weeks of leave taken by the birth parent (which will be a minimum of 6 weeks).
  - minus the 1 week of partner's leave taken at the time of the birth.
- 29.28. Leave for the partner to be the Primary caregiver cannot be taken at the same time that the birth parent (or the original Primary caregiver in the case of adoption) is on Primary caregiver leave.
- 29.29. Generally, the same rules that apply to the birth parent (or the original Primary caregiver in the case of adoption), taking this leave will apply to the partner who is to be the Primary caregiver.

### **Concurrent leave for partners**

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

### **Payment for parental leave**

- 29.32. Where this clause provides for paid parental leave, such leave will be paid at the Relevant Rate of Pay for Ordinary Hours of work for the employee's substantive position. To avoid doubt superannuation contributions will continue during periods of such paid parental leave.

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- 29.33. Where an employee is entitled to paid parental leave pursuant to the Australian Government Paid Parental Leave Scheme, the Company will, for each week of such paid leave, and in addition to the requirements of the scheme, make superannuation contributions based on the amount required to be paid to the employee pursuant to the Scheme.
- 29.34. Employees accrue annual leave, long service leave and personal / carer's leave during paid parental leave.
- 29.35. Part-time and eligible casual employees will be entitled to the same number of weeks of parental leave as full-time employees. However, part-time and casual employees will be paid these weeks of paid parental leave on a Pro-rata basis.

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

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

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

- 29.42. The clauses below apply after an employee has ceased taking paid Primary caregiver leave.
- 29.43. An employee may extend the period of unpaid Primary caregiver leave once by giving the Company 14 days' written notice before the end of the period of the leave. The written notice must state the period by which the leave is extended.
- 29.44. The period of unpaid Primary caregiver leave may be further extended by written agreement between the employee and the Company.

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- 29.45. A period of leave may be shortened by the employee giving 4 weeks' notice (or a shorter period if agreed in writing between the employee and the Company). However, a period of leave must be a minimum of 6 weeks after a birth.

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

- 29.46. If, for any reason, an employee who is on paid or unpaid Primary caregiver leave no longer has primary responsibility for the care of the child they must give the Company at least 4 weeks' notice of the date they will no longer have primary responsibility for the care of the child. Any paid Primary caregiver leave will stop from the date on which the employee no longer has primary responsibility for the care of the child.
- 29.47. The notice given by the employee will include:
- 29.47.1. The date upon which the employee ceased having primary responsibility for the care of the child;
- 29.47.2. The date the employee wishes to return to work;
- 29.47.3. The type of leave (i.e. annual or long service leave the employee is entitled to), if any, the employee wishes to access between the period of ceasing to have primary responsibility for the care of the child and returning to work.
- 29.48. If the date specified by the employee is 4 weeks from the date of giving the notice, the employee will return on the date specified.
- 29.49. If the date specified is within 4 weeks of giving notice, the Company may approve the employee to return within this earlier time. The Company will make all reasonable efforts to accommodate such requests. If this approval is not given, the employee will be entitled to return 4 weeks after giving notice.
- 29.50. If the date specified is more than 4 weeks after giving notice, the Company may approve this longer period. If approval is not given, the employee will return 4 weeks after giving notice.

### **Compassionate maternity leave**

- 29.51. If an employee's pregnancy ends in other than by the birth of a living child and when the child dies the employee was on maternity leave, or the child for which Primary caregiver leave has been taken dies during Primary caregiver leave the employee may:
- 29.51.1. access up to a maximum of 14 weeks paid Primary caregiver leave; unless 14 weeks of paid Primary caregiver has already been taken for the pregnancy/child).
- 29.51.2. If paid Primary caregiver leave has been taken with regard to the pregnancy/child employees may apply to access personal/carers leave, and/or

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29.51.3. Unpaid Primary caregiver leave for a period agreed between the employee and the Company of not less than 6 weeks.

29.51.4. The employee may cancel the unpaid Primary caregiver leave with at least 4 weeks' written notice, unless otherwise agreed between the employee and the Company.

29.51.5. The Company may request the employee to return to work on a specified day with at least 6 weeks' notice.

### Continuity of service

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

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

### Return to work guarantee

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

- the employee's pre parental leave position; or
- if that position no longer exists—an available position for which the employee is qualified and suited nearest in status and pay to the pre parental leave position.

### Unpaid parental leave

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

## 30. DRUG AND ALCOHOL TESTING

30.1. Employees must comply with the Company's Drug and Alcohol Management Standard and Program and with the drug and alcohol testing programmes of other external companies if working on an external company's site.

30.2. Where an employee has returned a confirmed positive drug or alcohol test result and has been stood down without pay in accordance with Aurizon's Drug and Alcohol Management Program, and the employee applies to access accrued annual or long service leave to cover the period until they return a negative return to work test, the application will be approved.

30.3. Where leave is approved under subclause 30.2 above, the employee remains obligated to participate in a return to work test as directed by the Company.

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

## GENERAL PROVISIONS

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

- 31.1. An employee will carry out such duties as are reasonably within the limits of the employee's skill, assessed competencies and training.
- 31.2. 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).
- 31.3. 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.
- 31.4. An employee will participate in training provided by the employer as required to perform the role for which they are employed.
- 31.5. If given reasonable training, it is a requirement of employees to:
  - 31.5.1. acquire the competency required to perform the role for which they are employed; and
  - 31.5.2. utilise all competencies, once acquired, relevant to perform the functions associated with the role for which they are employed provided the Company has provided reasonable opportunity to the employee to acquire the competency prior to any performance management arising from the failure to acquire or utilise a competency.
- 31.6. 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.
- 31.7. Approval for such participation will be determined by the Company on the basis of merit.
- 31.8. 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.

### **32. RAIL PASSES POLICY**

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

### **33. CREDIT FOR SERVICE**

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



### **34. UNION MATTERS**

#### **Payroll deductions**

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

#### **Union delegates**

- 34.2. Union delegates and job representatives from the workplace have a role to play within a workplace. That role is not to co-manage or hinder the efficient operation of the workplace.
- 34.3. The Company shall not unreasonably hinder accredited union delegates and/or job representatives in the reasonable and responsible performance of their duties. The role of union delegates and job representatives is secondary to the job they are employed to perform.
- 34.4. Employees will be given full access to union delegates and other job representatives during working hours to discuss any employment matter provided that work requirements are not unreasonably affected.
- 34.5. Provided that service delivery and work requirements are not unduly affected, delegates and job representatives will be provided reasonable access to facilities for the purpose of undertaking representative activities. Such facilities may include: telephone, computers, email, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards. The Company and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes and the use of such facilities will not be abused.
- 34.6. The Company will approve time off without loss of pay for Ordinary Hours for employees who are elected (honorary) officials of unions to attend a reasonable number of union executive meetings, divisional meetings, State Council meetings and annual/bi-annual conferences of their union. These are to be based on schedules agreed to between the Company and the respective union. Such paid arrangements will not include travelling time.
- 34.7. Relevant union delegates will be advised of intended induction sessions and provided with opportunities to discuss union membership with new employees at the session.

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

- 34.8. Industrial relations education leave is paid time off to acquire knowledge and competencies in industrial relations. Such knowledge and competencies are intended to enable union delegates or job representatives to effectively participate in consultative structures, perform a representative role and further the effective operation of the grievance and dispute settlement procedures.

## GENERAL PROVISIONS

- 34.9. The industrial relations education leave clause does not apply to probationary employees.
- 34.10. Upon written application, employees who are union delegates or job representatives may be granted up to 38 Ordinary Hours off per calendar year without loss of pay. Leave under this clause is not cumulative and each absence must be approved by the Company.
- 34.11. This leave will be granted, unless it unreasonably impacts upon service delivery, work requirements, or the effectiveness and efficiency of the work unit concerned.
- 34.12. Where an approved course extends beyond five rostered shifts, the Company may approve the period of leave for training to be extended to cover 10 rostered shifts to cover two calendar years.
- 34.13. Upon request and subject to approval by the Company, employees may be granted time off (without loss of pay for Ordinary Hours) in special circumstances to attend management committee meetings, union conferences, and ACTU Congress.

## 35. SUPERANNUATION

### Superannuation contributions

- 35.1. The Company will pay:
  - 35.1.1. For contributory accumulation or defined benefit accounts, the greater of the amounts specified in the *Superannuation Guarantee (Administration) Act 1992* (Cth) or the *Superannuation (State Public Sector) Deed 1990* (QLD); or
  - 35.1.2. For non-contributory accounts (i.e. RailSuper), the greater of the amounts specified in the *Superannuation Guarantee (Administration) Act 1992* (Cth) or the rate specified in this Agreement.
- 35.2. Where an employee does not advise the Company of the employee's choice of fund, the superannuation contributions will be paid into Aurizon's default superannuation fund (AustralianSuper).
- 35.3. Employees have the option of salary sacrificing their superannuation contributions.
- 35.4. The contribution rate for members of non-contributory accumulation funds (e.g. RailSuper) will be one percent higher than the Superannuation Guarantee Levy to a maximum of 12.75%.
- 35.5. All employees' superannuation entitlements under this Agreement will be specified in a policy document that will be published within 6 months of the Commencement of this Agreement. The Company will consult with employees prior to making any change to this policy that would affect employees' superannuation entitlements.

## GENERAL PROVISIONS

### Retirement Allowance

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

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

- 35.6.1. Eligible employees will receive Pro-rata retirement allowance for continuous service less than 15 years based on the proportion of 3 months' pay.
- 35.7. Eligible employees will receive Pro-rata retirement allowance for part years of continuous service between 15 and 45 years (maximum).
- 35.8. Employees (other than Train Crew Employees) in RailSuper who elect to make contributions do not have an entitlement to a retirement allowance.

### 36. RECOVERY OF OVERPAYMENT

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

**SCHEDULE 1 – TRANSPORT OPERATIONS EMPLOYEES**

**37. COVERAGE**

37.1. Schedule 1 applies to Transport Operations Employees.

**38. PROGRESSION TO TRAINEE DRIVER**

38.1. In the event that Aurizon determines that it will recruit candidates to fill an available and vacant Trainee Driver role, then employees covered by this Schedule may apply for that role.

38.2. Where an employee is successful in their application for a Trainee Driver role, Aurizon will not prevent them from taking up that role simply because they are employed in a classification covered by this Section.

38.3. Any unsuccessful application will be reviewed and discussed with the affected employee.

**39. EMPLOYEE HEALTH ASSESSMENTS**

39.1. Employees who are classified as Category 1 Rail Safety Critical Workers under the *National Standard for Health Assessment of Rail Safety Critical Workers* will be provided with paid time to attend the required periodic health assessment.

**40. HOURS OF WORK**

40.1. The Ordinary Hours of work for full-time Freight Operators are an average of 38 Ordinary Hours per week; and.

40.2. The Ordinary Hours of work for full-time Operational Maintainers are an average of 40 hours per week, comprised of 38 Ordinary Hours and two additional hours of rostered overtime.

**Shift length**

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

40.3.1. Ordinary Hours; or

40.3.2. overtime hours; or

40.3.3. a combination of ordinary and overtime hours.

40.4. Employees will not be required to work a shift (including a stand-alone overtime shift) of fewer than four hours unless agreed otherwise.

40.5. Subject to this Schedule the length of an employee's rostered shift may be extended or reduced.

## TRANSPORT OPERATIONS EMPLOYEES

### **Mutual exchange of shifts**

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

### **Rosters**

40.7. **For Freight Operators:**

- 40.7.1. A forecast roster will be posted every fortnight no later than 1400 hours on the Thursday immediately before the Monday the roster is to commence.

40.8. **For Operational Maintainers:**

- 40.8.1. A forecast roster will be posted every fortnight no later than 1500 hours on the Thursday immediately before the Sunday the roster is to commence.
- 40.8.2. Where during the life of this Agreement the fortnightly pay cycle for Operational Maintainers is adjusted to commence on a Monday the provisions of subclause 40.7.1 will apply.

### **Rostered days off**

- 40.9. Employees will be rostered for an average of two Rostered Days Off per week averaged over the Roster Period.

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

- 40.10. The start and finish times of each of an employee's Rostered Days Off must be shown in the roster. The start and finish times of a Rostered Day Off shown in the master or forecast roster cannot be changed other than:
- 40.10.1. by the agreement of the affected employee; or
- 40.10.2. by the implementation of a new roster in accordance with this agreement.

### **Employee not required to work on a Rostered Day Off**

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

### **Payment for overtime worked on a Rostered Day Off**

- 40.12. Hours worked on a Rostered Day Off will be stand-alone overtime paid in the pay fortnight in which the overtime was worked.

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

- 40.13. Employees will be rostered with a minimum break of 10 hours between successive shifts.
- 40.14. If an employee, due to the working of overtime, has not had at least a 10 hour break between successive shifts the employee will be released until they have had a 10 hour break without loss of pay for any ordinary time occurring during such absence;

## TRANSPORT OPERATIONS EMPLOYEES

or where a minimum 10 hour break is not provided by Aurizon the employee will be paid at the overtime rate of pay for hours worked until a 10 hour break is provided.

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

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

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

### Weekend loading

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

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

### Starting a shift later

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

Number of hours between the time the employee receives the later start time notice and original rostered start time of the shift	Allowance paid (at the employee's Ordinary Rate of Pay)
24 or more hours	No allowance
2 or more but less than 24 hours	1 hour's pay
Less than 2 hours	2 hours' pay

### Starting a shift earlier

40.19. Where an employee is notified that their rostered shift has been brought forward to an earlier start time, and the notice is given:

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

the employee will be paid at the Ordinary Rate of Pay, plus an allowance of 100% of the Base Rate of Pay, for all Ordinary Hours worked earlier than the original rostered start time.

## 41. OVERTIME

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

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

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

## TRANSPORT OPERATIONS EMPLOYEES

41.4. All overtime penalties are calculated on the employee's Base Rate of Pay.

### Overtime - payment

#### 41.5. Freight Operators:

41.5.1. Subject to this clause, each time overtime is worked it will be paid at the rate of 150% of the Base Rate of Pay for the first three hours and 200% of the Base Rate of Pay thereafter.

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

41.5.3. Shift Workers will be paid overtime at 200% of the Base Rate of Pay.

#### 41.6. Operational Maintainers:

41.6.1. All overtime will be paid at 1.7 times the Base Rate of Pay.

### Employee recalled to work overtime

41.7. If recalled to work overtime after leaving Aurizon's premises an employee will be paid for the time actually worked at overtime rates. Where the time worked is less than four hours the employee will be paid at the Ordinary Rate of Pay for the period between the time worked and four hours.

41.8. If recalled to work overtime remotely after leaving Aurizon's premises an employee will be paid for the time actually worked at overtime rates. Where the time worked is less than two hours the employee will be paid at the Ordinary Rate of Pay for the period between the time worked and two hours.

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

### Cancellation of overtime

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

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

### Time off in lieu of overtime payment

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

41.13. The employee and Aurizon must agree on the time when the TOIL is to be taken.

## TRANSPORT OPERATIONS EMPLOYEES

- 41.14. The employee will be allowed one rostered hour off (without loss of pay) for each hour of TOIL taken.
- 41.15. An employee may decide to “reconvert” TOIL into paid overtime. Reconverted TOIL hours will be paid at the applicable overtime rates of pay in subclauses 41.5 and 41.6.

## 42. BREAKS

### Meal breaks

- 42.1. Employees who are not Shift Workers 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.
- 42.2. Shift Workers will be allowed a paid meal break of 30 minutes in each shift, which will be taken at a time that does not cause disruption to the continuity of work.
- 42.3. If an employee has not commenced a meal break after 5.5 hours of work on an Ordinary Hours’ shift, the employee will be paid an additional 100% of the Ordinary Rate of Pay until the commencement of the meal break.
- 42.4. The above subclause does not apply in the following circumstances:
  - 42.4.1. employees who, as a result of their work are required to maintain continuity of work; or
  - 42.4.2. the 30 minute meal break is paid; or
  - 42.4.3. Aurizon and the majority of affected employees agree that the unpaid meal break will be taken after 5.5 hours of work.

### Paid meal break on overtime

- 42.5. Where four or more hours are worked after the employee’s rostered finishing time, an employee will be entitled to a paid meal break of 20 minutes. Where Aurizon and the employee agree that the paid meal break will not be taken the employee will be paid an additional 40 minutes at the Base Rate of Pay.
- 42.6. Where six or more hours are worked and the time is not continuous with an Ordinary Hours shift an employee will be entitled to a paid meal break of 20 minutes. Where Aurizon and the employee agree that the paid meal break will not be taken the employee will be paid an additional 40 minutes at the Base Rate of Pay.

### Rest breaks

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

## 43. SHIFT LOADING

- 43.1. Subject to the following subclause, an employee will be paid a shift loading of 20% of the Base Rate of Pay for any Ordinary Hours worked between 1800 hours and 0600 hours.



## TRANSPORT OPERATIONS EMPLOYEES

- 43.2. Unless a contrary provision appears elsewhere in this Schedule an employee working on a Saturday, Sunday or public holiday, or working overtime between 1800 hours and 0600 hours, will not receive the shift loading.

### **44. ALLOWANCES**

#### **Adjustment of allowances**

- 44.1. Any allowance in this section expressed as a monetary amount (as opposed to a percentage or a multiple of hours) will be increased by:
- 44.1.1. 2.3% upon the first anniversary of this Agreement; and
  - 44.1.2. 2.25% on the second anniversary of this Agreement; and
  - 44.1.3. 5.25% on the date variation of this Agreement is approved by the Fair Work Commission. Irrespective of the above, any allowance referred to in an ATO published guideline will not exceed the applicable maximum reasonable allowance contained within the ATO guideline.

#### **On call allowance**

- 44.2. An employee who after finishing work is required to remain contactable and available at short notice to return to work will be paid an allowance of:
- 44.2.1. one hour's pay at the Base Rate of Pay for each period of up to 24 hours on call; or
  - 44.2.2. two hours' pay at the applicable overtime rate of pay for any period of up to 24 hours during which the employee is on call and all or part of which falls on the employee's Rostered Day Off.
- 44.3. An employee will be paid the on call allowance whether or not the employee is recalled to work.
- 44.4. An employee paid an on call allowance may be required to work on a Rostered Day Off if called out.

#### **First aid allowance**

- 44.5. Employees appointed to perform the duties of first aid officer will be paid \$2.60 per day for each day the employee attends work. This allowance will not be paid while employees are on leave.

#### **Higher grade allowance**

- 44.6. Where Aurizon requires an employee to act in a higher graded role covered by this Agreement the employee will be paid a "higher grade" allowance for each ordinary hour worked in the higher graded role, with a minimum payment of four hours for any shift.
- 44.7. 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.
- 44.8. The higher grade allowance will be included in the calculation of the payment of overtime, shift loadings, and weekend loadings.

## TRANSPORT OPERATIONS EMPLOYEES

- 44.9. Where Aurizon requires an employee to act in a higher graded role for a specified period, the employee will be paid the higher grade allowance for any leave taken within that period.
- 44.10. 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.

### Locality Allowance

- 44.11. Freight Operators will be paid a locality allowance in accordance with the Aurizon Locality Allowance Standard.
- 44.12. Operational Maintainers based in Mt. Isa, Cloncurry and Hughenden will be paid a fortnightly locality allowance, in lieu of any other locality allowance in this Agreement, as follows:

Depot	With housing	Without housing
Hughenden	\$149	\$457
Cloncurry	\$149	\$457
Mt Isa	\$149	\$508

### Long distance travel payment

- 44.13. If, for the purpose of temporary relief in a foreign depot, an employee is required by Aurizon to increase the distance ordinarily taken to travel to and from home by more than 60km, the increased time spent travelling will be paid as follows:
- 44.13.1. during rostered hours – without loss of Ordinary Hours pay; or
- 44.13.2. outside of rostered hours – up to 7.6 hours pay at the Base Rate of Pay for Freight Operators and 8 hours for Operational Maintainers; or
- 44.13.3. outside of rostered hours on a weekend – up to 7.6 hours pay at the Base Rate of Pay for Freight Operators and 8 hours for Operational Maintainers plus the relevant weekend loading.

### Overtime meal allowance

- 44.14. An employee will be paid an overtime meal allowance of \$15.58 where the employee has worked overtime in the following circumstances:
- 44.14.1. an employee is recalled to work after leaving the workplace (without being advised of the recall before leaving the workplace) and works more than two hours, covering a meal period; or
- 44.14.2. an employee works two or more hours overtime that is continuous with the end of a rostered shift; or
- 44.14.3. an employee, with less than two hours' notice works more than four hours overtime between 1800 and 0600 that is not continuous with a rostered shift; or
- 44.14.4. an employee is advised after 2200 to sign on before 0600 to work more than four hours of overtime that is not continuous with a rostered shift.

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

44.15. Employees who:

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

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

**Travel Allowance - Non-Living Away from Home Allowance**

44.16. Where an employee is required to travel and stay overnight, away from their usual place of residence for a period that the ATO considers to be travelling for work (as opposed to living away from home) the employee shall be provided with, paid or reimbursed for accommodation, meals and incidentals as follows:

44.16.1. Provided with three-star accommodation where possible; or at the discretion of Aurizon reimbursed for the cost of such; and

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

- \$18.57 for each breakfast;
- \$20.16 for each lunch;
- \$35.59 for each dinner; and

44.16.3. Paid an incidental allowance of \$19.78 per night.

**LAFH benefit - Living Away from Home Allowance**

44.17. Where an employee is required to travel and stay overnight away from their usual place of residence for a period that the ATO considers to be living away from home (as opposed to travelling for work) the employee shall be provided with, paid or reimbursed for accommodation, meals and incidentals as follows:

44.17.1. Provided with three-star accommodation, where possible; or at the discretion of Aurizon reimbursed for the cost of such; and

44.17.2. Paid a meal allowance of \$171.15 per week, or \$24.45 per day, or \$8.15 for each meal included in a part day. This allowance is to compensate employees for additional meal expenses incurred as a result of living away from home in order to perform their duties; and

44.17.3. Paid a Disadvantage Allowance of \$65.07 for each 24-hour period or \$21.69 for each part of a day (8 hours) away. This allowance is paid as a separate allowance in addition to any meal allowance.

**Use of own car allowance**

44.18. An employee who is required to use their own car or motor bike for “work purposes” will be paid at a rate of 68 cents per kilometre.

## TRANSPORT OPERATIONS EMPLOYEES

- 44.19. The amount of this allowance may be adjusted each year following publication by the ATO of the set rate for business kilometres travelled and the revised rate will be effective from the commencement of the first full pay period on or after 1 July each year.
- 44.20. For the purposes of this clause “work purposes” includes:
- 44.20.1. driving to a training course at a location other than the employee’s usual workplace; or
  - 44.20.2. driving to a conference, seminar or convention to represent the Company; or
  - 44.20.3. attending an interview or meeting at a location other than the employee’s usual workplace; or
  - 44.20.4. attending pathology and/or medical appointments for the Category one medical and referred appointments where the employee is required to travel more than a 50km round trip from the employee’s home depot; or
  - 44.20.5. any other circumstances approved by the Company.

**45. FREIGHT OPERATOR CLASSIFICATIONS**

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

## TRANSPORT OPERATIONS EMPLOYEES

Classification	Tasks and Functions
<b>Freight Operator Level 2</b>	<p>Employees at this level will perform a range of tasks / activities consistent with the position of Freight Operator level 2 in a rail yard, including but not limited to:</p> <ul style="list-style-type: none"> <li>▪ Any of the tasks / activities in Level 1; and</li> <li>▪ Operating signals, zone release and switching devices etc.</li> <li>▪ Conduct shunting (non-DOO) and functions associated with shunting (e.g. Points)</li> <li>▪ Replace hose bags and repair sand hoses</li> <li>▪ Perform Brake travel adjustments</li> <li>▪ Clean of sand pipes and filling of sandboxes</li> <li>▪ Plug in/Plug out electrical equipment/ appliances that comply with legislative requirements (e.g. within Test)</li> <li>▪ Conduct train safety testing</li> <li>▪ Couple / uncouple and perform all hose, cable connections and other associated functions between locomotives and/or rolling stock</li> <li>▪ Replace brake blocks adjust rigging (not 2800compression links) Or</li> </ul> <p>Employees at this level will perform a range of tasks / activities consistent with the position of freight operator level 2 in an intermodal depot, including but not limited to:</p> <ul style="list-style-type: none"> <li>▪ Any of the tasks / activities in Level 1; and</li> <li>▪ Operate Light Rigid vehicle (more than 4.5 t GVM but not more than 9 t GVM)</li> <li>▪ Operate light lifting and vehicular equipment (including forklifts up to and including 16 tonne).</li> <li>▪ Load/unload and secure freight for transport (including labelling and sealing wagons/containers)</li> <li>▪ Complete load manifest paperwork including use of freight management system if required</li> <li>▪ Conduct container washing and inspections</li> </ul>
<b>Freight Operator Level 3</b>	<p>Employees at this level will perform a range of tasks / activities consistent with the position of Freight Operator level 3 in an intermodal depot, including but not limited to</p> <ul style="list-style-type: none"> <li>▪ Any of the tasks / activities in Level 2; and</li> <li>▪ Operate Medium/Heavy Rigid Vehicle (more than 8t GVM with or without a trailer of not more than 9t GVM)</li> </ul>

**TRANSPORT OPERATIONS EMPLOYEES**

Classification	Tasks and Functions
<p><b>Freight Operator Level 4</b></p>	<p>Employees at this level will perform a range of tasks / activities consistent with the position of Freight Operator level 4 in a rail yard, including but not limited to:</p> <ul style="list-style-type: none"> <li>▪ Any of the tasks / activities in Level 3; and</li> <li>▪ Operate medium / heavy vehicle (including multi-combinational vehicles)</li> <li>▪ Provision, service, clean and perform lower level maintenance on rolling stock / locomotives</li> <li>▪ Serviceability checks &amp; certificates on rolling stock and locomotives within the competency of the employee</li> <li>▪ Operate and maintain heavy lifting equipment (exceeding 16 tonne) and other sundry terminal / site equipment</li> <li>▪ Shunting operations - DOO Yards</li> <li>▪ Operate other vehicle/ sundry machinery. e.g.: tug / mafi trailer / side loader / etc.</li> <li>▪ Conduct snow shooting and servicing of refrigerated containers</li> <li>▪ Operate RVP or similar: lifting capacity exceeding 300 tonne for general operations, shunting &amp; moving locomotives and rolling stock</li> </ul> <p>Or</p> <p>Employees at this level will perform a range of tasks / activities consistent with the position of Freight Operator level 4 in an intermodal depot, including but not limited to</p> <ul style="list-style-type: none"> <li>▪ Any of the tasks /activities in Level 3; and</li> <li>▪ Operate Heavy Combination vehicle (a truck or prime mover more than 8 t GVM with a trailer of more than 9 t GVM).</li> <li>▪ Operate a Multi-Combination vehicle (a B-double or road train)</li> <li>▪ Operate and maintain heavy lifting equipment (exceeding 16 tonne) and other sundry terminal/site equipment</li> <li>▪ Operate other vehicle/sundry machinery e.g. tug, mafi trailer, side loader etc.</li> <li>▪ Plug in/out electrical equipment, including power packs and cable connections for refrigerator containers.</li> <li>▪ Perform shunting operations</li> </ul>

**TRANSPORT OPERATIONS EMPLOYEES**

Classification	Tasks and Functions
<p><b>Freight Operator Level 5</b></p>	<p>Employees at this level will perform a range of tasks / activities consistent with the position of Freight Operator level 5 in a rail yard, including but not limited to:</p> <ul style="list-style-type: none"> <li>▪ Any of the tasks/activities in Level 4; and</li> <li>▪ Undertake employee tuition or assessments after they have completed training e.g. tutor freight operator</li> <li>▪ Provide coaching / guidance and direction to other employees</li> <li>▪ Provide effective quality service; identify, analyse and resolve problems within team and customers</li> <li>▪ Control WPHS, productivity, quality, attendance within area of responsibility</li> <li>▪ Assist supervisors/managers as required</li> </ul> <p>Employees at this level will perform a range of tasks / activities consistent with the position of freight operator level 5 in an intermodal depot, including but not limited to</p> <ul style="list-style-type: none"> <li>▪ Any of the tasks/activities in Level 4; and</li> <li>▪ Undertake employee tuition or assessments after they have completed training</li> <li>▪ Apply business processes and supervise employees to ensure required outcomes</li> <li>▪ Provide coaching/guidance and direction, ensuring productivity, attendance and safe work are all occurring.</li> <li>▪ Provide effective customer service and identify, analyse and resolve problems</li> <li>▪ Assist supervisors/managers as required</li> </ul>
<p><b>Above Freight Operator Level 5</b></p>	<p>Positions and other tasks outside the range of tasks and responsibilities in the above levels will be evaluated as required.</p>



## TRANSPORT OPERATIONS EMPLOYEES

### 46. RATES OF PAY

46.1. The fortnightly Base Rates of Pay for Freight Operators are as follows:

Classification	Commencement 2.5%	12 months 2.3%	24 months 2.25%	Date Variation is Approved 5.25%
Freight Operator Level 1	\$2055	\$2102	\$2149	\$2262
Freight Operator Level 2	\$2217	\$2268	\$2319	\$2441
Freight Operator Level 3	\$2288	\$2341	\$2394	\$2520
Freight Operator Level 4	\$2403	\$2458	\$2513	\$2645
Freight Operator Level 5	\$2573	\$2632	\$2691	\$2833
Freight Operator Level 6	\$2851	\$2917	\$2983	\$3140
Freight Operator Level 7	\$3147	\$3219	\$3291	\$3464
Freight Operator Level 8	\$3443	\$3522	\$3601	\$3791
Freight Operator Level 9	\$3936	\$4027	\$4118	\$4335

46.2. The fortnightly Base Rates of Pay for Operational Maintainers are as follows:

Classification	Commencement 2.5%	12 months 2.3%	24 months 2.25%	Date Variation is Approved 5.25%
Operational Maintainer Level 1	\$2412	\$2467	\$2523	\$2656
Operational Maintainer Level 2	\$2549	\$2608	\$2667	\$2808
Operational Maintainer Level 3	\$2717	\$2779	\$2842	\$2992
Operational Maintainer Level 4	\$2832	\$2897	\$2962	\$3118
Operational Maintainer Level 5	\$2953	\$3021	\$3089	\$3252
Operational Maintainer Level 6	\$3074	\$3145	\$3216	\$3385

### Retrospective increase

46.3. On commencement of this Agreement employees who immediately prior to the Commencement Date were employed in a classification under the Aurizon Train Crew and Transport Operations Enterprise Agreement 2015 will receive a retrospective increase to the Base Rate of Pay for their classification under that agreement from 10 September 2018 (the nominal expiry date of that agreement) until the Commencement Date of this Agreement.

46.4. The amount of the increase will be 2%.

## MAINTENANCE EMPLOYEES

### SCHEDULE 2 – MAINTENANCE EMPLOYEES

#### 47. COVERAGE

47.1. Schedule 2 applies to Maintenance Employees.

#### 48. ORDINARY HOURS OF WORK

48.1. The Ordinary Hours of work for full-time Maintenance Employees are an average of 38 per week.

##### **Maximum shift length**

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

48.2.1. Ordinary Hours; or

48.2.2. overtime hours; or

48.2.3. a combination of ordinary and overtime hours.

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

##### **Minimum shift lengths**

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

48.4.1. the shift is a Stand-Alone Overtime shift (in which case the minimum shift length will be four hours); or

48.4.2. the employee is casual or part-time (in which case the minimum shift length will be four hours); or

48.4.3. where the Company and the employee agree otherwise. Where such an agreement is made the employee will only be paid for the hours worked.

##### **Weekend loading**

48.5. Employees will be entitled to be paid a 50% loading on the Base Rate of Pay for all Ordinary Hours worked on Saturday. For Aggregate Wage Employees, this loading will be used for the purposes of calculating the variable roster loading component of the aggregate wage.

48.6. In addition to the Base Rate of Pay an employee will be paid a 100% loading for Ordinary Hours worked on a Sunday. For Aggregate Wage Employees, this loading will be used for the purposes of calculating the variable roster loading component of the aggregate wage.

#### 49. ROSTERS

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

## MAINTENANCE EMPLOYEES

- 49.2. Subject to this Agreement the Company will determine and include in the employee's roster the following:
- 49.2.1. the shift start times; and
  - 49.2.2. the length of the shift to be worked; and may also include
  - 49.2.3. the time of taking meal break/s.
- 49.3. Rosters may include reasonable overtime.

### Provision of employee's roster

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

### Rostered breaks between successive shifts

- 49.5. Employees will be rostered with a minimum break of 10 hours between successive shifts.
- 49.6. If an employee has not had at least a 10 hour break between successive shifts the Company will release the employee until they have had a 10 hour break without loss of pay for any ordinary time occurring during such absence; or the employee will be paid overtime for hours worked until a 10 hour break is provided.
- 49.7. If an employee's next ordinary shift follows:
- two consecutive rostered days off; or
  - a public holiday, and

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

### Rostered days off (RDOs)

- 49.8. Wherever practical the Company will avoid rostering RDOs as single days.
- 49.9. The Company can advise any employee to change the day the employee takes as an RDO, either permanently or temporarily by written notification of no less than 14 days of the change unless the employee agrees to a shorter notice period.
- 49.10. The employee can also seek Company approval to modify their RDO arrangements. This requires joint agreement.

### Minimum number of RDOs in the roster

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

## MAINTENANCE EMPLOYEES

### Implementation of a new roster

- 49.12. The Company will provide employees with as much notice as practicable with a minimum of 14 days prior to any change of roster. The Company will consult with the affected employees in accordance with clause 6 of this Agreement before any new roster is implemented.

### Mutual exchange of shifts

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

## **50. ROSTERING PRINCIPLES – NON-AGGREGATE WAGE EMPLOYEES**

- 50.1. A master and weekly roster will be developed to ensure adequate coverage of hours and that adequate numbers of employees are available at times necessary to meet business requirements.
- 50.2. Employees will be provided with 14 calendar days' written notice of any changes to the Master Roster. The Company will consult with the affected employees before any new Master Roster is implemented.
- 50.3. If employees object to the proposed changes they are to notify the Company in accordance with clause 7 (Dispute Resolution) of this Agreement.
- 50.4. Relief positions will be allocated on the weekly rosters on an as needed basis to cover vacancies.
- 50.5. Subject to the subclauses 52.4 to 52.9 (Starting a shift earlier and Starting a shift later), employees who are not in relief positions will not have their shifts altered from the Master Roster without agreement.
- 50.6. Weekly rosters will be posted by 1400 on each Thursday.
- 50.7. Shifts will be rostered as follows:
- 50.7.1. Rostered shifts will not be less than six hours (except in the instances of part-time employment) and not more than 12 hours.
- 50.7.2. Maximum number of hours rostered in any one week are not to exceed 54 hours.
- 50.7.3. Maximum number of hours rostered in any one fortnight are not to exceed 96 hours.
- 50.7.4. Where possible, employees required to be on call will be those employees who work the majority of their Ordinary Hours between 0600 and 1800.

## MAINTENANCE EMPLOYEES

- 50.7.5. An employee will be rostered to have a 10 hour break between rostered workings.
- 50.7.6. Where possible a 12 hour break should be provided between 12 hour shifts.

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

- 51.1. A weekly and Master Roster will be developed to ensure adequate coverage of hours and numbers of employees with the appropriate skills are available at times necessary to meet business requirements.
- 51.2. Shifts will be rostered as follows:
  - 51.2.1. A minimum of 304 Ordinary Hours over an 8 week cycle to a maximum of 608 Ordinary Hours over a 16 week cycle.
  - 51.2.2. Rostered shifts will not be less than six hours (except in the instances of part-time employees) and not more than 12 hours.
  - 51.2.3. Maximum number of hours rostered in any one week are not to exceed 54 hours.
  - 51.2.4. Maximum number of hours rostered in any one fortnight are not to exceed 96 hours.
- 51.3. In addition to rostered workings, the following time will contribute towards an Aggregate Wage Employee's Ordinary Hours in a Roster Cycle:
  - 51.3.1. any work performed if recalled to work overtime after leaving the Company's premises;
  - 51.3.2. any time during which the employee is released until he or she has had a 10 hour break between shifts;
  - 51.3.3. meetings;
  - 51.3.4. travelling time; and
  - 51.3.5. training.
- 51.4. Separate Master Rosters will be developed for each shed or trade at each Rollingstock Maintenance Depot. This Master Roster will be developed to cover the normal work in a Rollingstock Maintenance Depot which includes such work as:
  - 51.4.1. In traffic and yard repairs/maintenance; and
  - 51.4.2. In shed repairs, inspections, component repair; and
  - 51.4.3. Wheel lathe work, bogie/wheel/traction motor changes.

## MAINTENANCE EMPLOYEES

- 51.5. Where required a separate Master Roster will be developed for work programs which are not normally carried out in Rollingstock Maintenance Depots, for example, project work or heavy fabrication modifications to wagons.
- 51.6. Where possible employees required to be on call will be those employees who work the majority of their Ordinary Hours between 0600 and 1800.
- 51.7. An employee will be rostered to have a 10 hour break between rostered workings.
- 51.8. Where possible a 12 hour break should be provided between 12 hour shifts.
- 51.9. By agreement time off in lieu (TOIL) may be taken in accordance with subclauses 54.18 to 54.21 of this Agreement.

### Master Rosters

- 51.10. The Company will advise and consult with employees on rostering requirements for each Master Roster.
- 51.11. In developing the Master Roster, the Company will take into consideration the views of employees as well as occupational health and safety.
- 51.12. Changes to the Master Roster require a minimum of 14 calendar days' written notice and cannot be implemented until a minimum of six weeks has elapsed after the notice period has concluded.
- 51.13. On a change to the Master Roster:
  - 51.13.1. the Roster Cycle will re-commence once the changed Master Roster is implemented; and
  - 51.13.2. the timing of the implementation of the changed Master Roster must coincide with the start of a pay period; and
  - 51.13.3. the variable roster loading will be recalculated and applied in accordance with the roster loadings clause; and
  - 51.13.4. overtime worked during the previous Roster Cycle will be reconciled.

### Weekly rosters

- 51.14. The weekly roster will be developed to ensure that occupational health and safety considerations as well as any known work programs and staff availability are accommodated subject to business and operational requirements, and as necessary may alter the workings of the Master Roster.
- 51.15. When developing the weekly roster, the Company will discuss any alterations with employees.
- 51.16. Weekly rosters will be posted by 1400 each Thursday.

**52. OTHER HOURS OF WORK RELATED MATTERS**

**Start and finish locations**

- 52.1. Employees will start and finish work at a location specified by the Company.
- 52.2. Where the direction to start and/or finish work at a location increases the time ordinarily taken by the employee to travel to and from home such increased travel time must be reasonable.
- 52.3. An employee required by the Company to travel long distances to perform their duties will, for the time spent travelling, be paid as follows:
  - 52.3.1. during rostered hours – without loss of Ordinary Hours pay; or
  - 52.3.2. outside of rostered hours – up to eight hours pay at the Relevant Rate of Pay; or
  - 52.3.3. outside of rostered hours on a weekend – up to eight hours pay at Relevant Rate of Pay plus the relevant weekend loading (if applicable).

**Starting a shift later**

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

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

- 52.5. This allowance does not apply to Aggregate Wage Employees.

**Starting a shift earlier**

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

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

the following penalty payments will apply:

- 52.7. All time worked outside of the previously rostered hours will attract overtime penalties in accordance with the overtime clause.
- 52.8. Any time worked in excess of the original shift length will attract overtime penalties in accordance with the overtime clause.
- 52.9. This penalty payment does not apply to Aggregate Wage Employees.

## MAINTENANCE EMPLOYEES

### Working away from home

- 52.10. Employees required to travel for work will not be required to travel more than 12 days in 42 unless otherwise agreed.
- 52.11. Employees required to stay overnight away from their home location shall be, in the first instance, sought via expression of interest.
- 52.12. No employee will be directed to travel away without appropriate consideration of the employee's personal circumstances.

### 53. BREAKS

#### Meal breaks

- 53.1. Employees who are not Shift Workers 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.
- 53.2. Shift Workers will be allowed a paid meal break of 30 minutes in each shift, which will be taken at a time that does not cause a stoppage of work.
- 53.3. 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.
- 53.4. The above subclause does not apply in the following circumstances:
  - 53.4.1. employees who, as a result of their work are required to maintain continuity of work; or
  - 53.4.2. the Company and the majority of affected employees agree that the unpaid meal break will be taken after 5.5 hours of work.
- 53.5. Where operational requirements are such, and the Company and an employee not otherwise entitled to a paid meal break agree, the rostered Ordinary Hours may include a paid meal break of 30 minutes duration. Where such agreement is reached, the penalty payment for not having commenced the break after 5.5 hours of work will not apply.
- 53.6. Employees who are not Shift Workers will be allowed a paid meal break of 30 minutes in any shift where the majority of the Ordinary Hours of the shift fall between 1615 and 0730.

#### Paid meal break on overtime

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



## MAINTENANCE EMPLOYEES

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

### Rest breaks

- 53.9. Employees are entitled to a paid 20 minute rest break each Ordinary Hours shift. Provided there is no adverse impact on the continuity of work an employee may elect to take two paid 10 minute rest breaks.
- 53.10. Employees working a 12 hour shift will receive an additional 10 minute rest break.

## 54. OVERTIME

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

### Overtime - general

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

### Overtime - payment

- 54.4. All overtime is calculated on the employee's Relevant Rate of Pay.
- 54.5. Subject to this clause, each time overtime is worked it will be paid at 150% for the first three hours and 200% thereafter except for:
- 54.5.1. Overtime worked on a Saturday after the completion of a rostered Ordinary Hours shift which will be paid at 200%.
- 54.5.2. Overtime worked on a Sunday which will be paid at 200%.
- 54.6. Shift Workers will be paid overtime at 200%.
- 54.7. Except for Aggregate Wage Employees, overtime will be calculated on a daily basis.

### Overtime reconciliation – Aggregate Wage Employees

- 54.8. Any work in addition to an Aggregate Wage Employee's rostered shifts will contribute towards Ordinary Hours in a Roster Cycle, such as:
- 54.8.1. any work performed if recalled to work overtime after leaving the Company's premises;
- 54.8.2. any time during which the employee is released until he or she has had a 10 hour break between shifts;
- 54.8.3. meetings;

## MAINTENANCE EMPLOYEES

54.8.4. travelling time; and

54.8.5. training.

54.9. Overtime for Aggregate Wage Employees will be those hours worked in excess of their Ordinary Hours in the Master Roster for the pay period. Overtime will be calculated and paid at the end of each pay fortnight. Such overtime will be paid at 150% x (the Base Rate of Pay plus aggregate allowance).

### Employee recalled to work overtime

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

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

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

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

54.14. For Aggregate Wage Employees, all work performed when recalled to work overtime will have a minimum of four hours credited to cycle time.

54.15. For Aggregate Wage Employees recalled to perform duties via remote assistance, a minimum of 30 minutes will be credited to cycle time.

### Cancellation of overtime

54.16. Where an employee has been directed to work a Stand-Alone Overtime shift and such direction is cancelled with less than 12 hours' notice from the intended start time of the overtime shift, the employee will be paid an allowance equal to one hour of the Base Rate of Pay applicable to the day.

54.17. Where the overtime shift is cancelled with less than two hours' notice from the intended start time of the overtime shift, the employee will be paid an allowance equal to two hours of the Base Rate of Pay applicable to the day.

### Time off in lieu of overtime payment

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

## MAINTENANCE EMPLOYEES

- 54.19. The employee and the Company must agree on the time when the TOIL is to be taken.
- 54.20. The employee will be allowed one rostered hour off (without loss of pay) for each hour of TOIL taken.
- 54.21. An employee may decide to “reconvert” TOIL into paid overtime. “Reconverted” TOIL hours will be paid at overtime rates.

### 55. SHIFT LOADING

- 55.1. Employees working on a Saturday, Sunday or working overtime during the below hours will not be paid a shift loading.
- 55.2. Employees will be paid a shift loading of 25% of the Base Rate of Pay for any Ordinary Hours worked between 1615 hours and 0730 hours.

### 56. ALLOWANCES

#### Allowance Principles

- 56.1. Any allowance in this section expressed as a monetary amount (as opposed to a percentage or a multiple of hours) will be increased by:
  - 56.1.1. 2% upon the first anniversary of this Agreement; and
  - 56.1.2. 2% on the second anniversary of this Agreement; and
  - 56.1.3. 5.25% on the date the variation of this Agreement is approved by the Fair Work Commission.
- 56.2. Irrespective of the above, any allowance referred to in an ATO published guideline will not exceed the applicable maximum reasonable allowance contained within the ATO guideline; and
- 56.3. Unless otherwise stated, payment of allowances will be for actual time worked to the nearest 30 minutes for which the allowance is payable.

#### Electrical licensing allowance

- 56.4. All employees who are required to hold an electrical licence for the performance of their work will be paid a fortnightly licensing allowance of \$58.84.
- 56.5. This allowance will be paid for all purposes of this Agreement.

#### First aid allowance

- 56.6. Employees appointed to perform the duties of first aid officer will be paid \$2.58 per day in addition to the Relevant Rate of Pay. This allowance will not be paid while employees are on leave.

#### Higher grade allowance

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

## MAINTENANCE EMPLOYEES

- 56.8. Where the Company requires an employee to act in a higher graded role for a period exceeding 50% of the Ordinary Hours of the shift, the employee will be paid a “higher grade” allowance for all Ordinary Hours of the shift.
- 56.9. The amount of the higher grade allowance is the difference between the employee’s Base Rate of Pay and the Base Rate of Pay of the higher graded role.
- 56.10. The higher grade allowance will be included in the calculation of the payment of overtime, shift loadings, and weekend loadings.
- 56.11. To avoid doubt this clause does not result in the employee being reclassified to the higher graded role. The employee remains in their existing role and is paid an allowance for acting in the higher graded role.
- 56.12. Where the Company requires an employee to act in a higher graded role for a specified period, the employee will be paid the higher grade allowance for any leave taken within that period.

### Leading hand allowance

- 56.13. An employee appointed as a leading hand will be paid an allowance as follows:
- 56.13.1. When in charge of 15 or fewer employees - \$0.77 per hour;
- 56.13.2. When in charge of more than 15 employees - \$1.50 per hour.

### Locality allowance

- 56.14. Employees will be paid a locality allowance in accordance with the Aurizon Locality Allowance Standard. The locality allowance will be increased in accordance with the changes in the Queensland Government’s Locality Allowance Directive.

### Overtime meal allowance

- 56.15. An employee will be paid an overtime meal allowance of \$15.44 where the employee has worked overtime in the following circumstances:
- 56.15.1. An employee is recalled to work after leaving the workplace (without being advised of the recall before leaving the workplace) and works more than two hours, covering a meal period specified in the table below:

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

**NB:** Where day work and night work overlap (e.g. between 0500 and 0700 and between 0700 and 0900) only one overtime meal allowance will be paid.

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

## MAINTENANCE EMPLOYEES

56.15.3. An employee, with less than two hours' notice works more than four hours overtime between 1900 and 0700 that is not continuous with a rostered shift;

56.15.4. An employee is advised after 2200 to sign on before 0600 to work more than four hours of overtime that is not continuous with a rostered shift.

### On call allowance

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

56.16.1. One hour's pay at the Base Rate of Pay for each period on call commencing between Monday to Friday; or

56.16.2. Two hours' pay at the applicable rate for the day for each period on call commencing on a Saturday or Sunday or a public holiday.

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

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

### Tool allowance

56.19. Tradespersons required by the Company to provide any of their own tools will be paid a tool allowance of \$27.75 per week or part thereof worked.

### Wet weather allowance

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

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

### Air support respiratory mask allowance

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

56.23. This allowance will not be paid to employees receiving the Disability allowance.

### Breakdowns/floods/derailments

56.24. Non-Aggregate Wage Employees working on a Derailment on a line owned by the Network provider will, for the first 12 days from when the work commences, be paid:

## MAINTENANCE EMPLOYEES

- 56.24.1. The Relevant Rate of Pay when loading material or travelling to and from the Derailment between their usual starting and the usual finishing time.
- 56.24.2. At the rate of 150% for the first three hours and 200% thereafter, if required to travel to a derailment on Saturday if the employee does not usually work on Saturdays.
- 56.24.3. When loading material or travelling to and from the Derailment between the usual finishing time and usual starting time, 150%.
- 56.24.4. When working at the Derailment, 50% penalty, above ordinary or overtime rates, as the case may be.
- 56.25. Aggregate Wage Employees performing the above work will, for the first 12 days from when the work commences, be paid an additional 50% of the Base Rate of Pay and 50% of the aggregate allowance above ordinary or overtime rates otherwise applicable.
- 56.26. Attendance by Aggregate Wage Employees at workings outside the Rollingstock Maintenance Depot at Derailments during normal rostered hours will be credited to the work cycle.
- 56.27. Attendance by Aggregate Wage Employees at workings outside the Rollingstock Maintenance Depot at Derailments outside of rostered hours will not be credited to the work cycle.

### Use of own car allowance

- 56.28. Except apprentices, an employee who is required to use their own car or motor bike for “work purposes” will be paid at a rate of 68 cents per kilometre.
- 56.29. The amount of this allowance may be adjusted each year following publication by the ATO of the set rate for business kilometres travelled and the revised rate will be effective from the commencement of the first full pay period on or after 1 July each year.
- 56.30. An apprentice who is required to use their own car or motor bike for “work purposes” will be paid at a rate of 80 cents per kilometre.
- 56.31. For the purposes of this clause “work purposes” includes:
- 56.31.1. driving to a training course at a location other than the employee’s usual workplace; or
- 56.31.2. driving to a conference, seminar or convention to represent the Company; or
- 56.31.3. attending an interview or meeting at a location other than the employee’s usual workplace; or
- 56.31.4. any other circumstances approved by the Company.

## MAINTENANCE EMPLOYEES

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

- 56.32. An employee rostered to be away from the employee's home location for more than 18 hours and who, without 8 hours' notice (prior to sign on), is subsequently required to return to their home location within 12 hours (from sign on) will be paid a meal allowance of \$15.44.

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

- 56.33. Employees who:

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

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

will be paid a meal allowance of \$15.44 for such meal period away from the home location, except that where the absence is for one shift or less the first meal period absence will not be paid.

### Travel Allowance – Non-Living Away from Home Allowance

- 56.34. Where an employee is required to travel and stay overnight away from their usual place of residence for a period the ATO considers to be travelling for work (as opposed to living away from home) the employee shall be provided with, paid or reimbursed for accommodation, meals and incidentals as follows:

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

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

- \$18.39 for each breakfast;
- \$19.96 for each lunch;
- \$35.23 for each dinner; and

56.34.3. Paid an incidental allowance of \$19.59 per night.

### Travel Allowance – Living Away from Home Allowance

- 56.35. Where an employee is required to travel and stay overnight away from their usual place of residence for a period that the ATO considers to be living away from home (as opposed to travelling for work) the employee shall be provided with, paid or reimbursed for accommodation, meals and incidentals as follows:

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

## MAINTENANCE EMPLOYEES

56.35.2. Paid a meal allowance of \$169.47 per week, or \$24.21 per day, or \$8.07 for each meal included in a part day. This allowance is to compensate employees for additional meal expenses incurred as a result of living away from home in order to perform their duties; and

56.35.3. Paid a Disadvantage Allowance of \$64.44 for each 24-hour period or \$21.48 for each part of a day away. This allowance is paid as a separate allowance in addition to any meal allowance.

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

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

### **All-Purpose Allowance for non-Aggregate Wage Employees**

56.37. An All-Purpose Allowance of 6.5% of the Base Rate of Pay will be paid to employees in Depots other than Aggregate Wage Employees.

### **Disability allowance**

56.38. The following employees will be paid a disability allowance of \$1.64 per hour for all purposes of this Agreement:

56.38.1. Apprentices and Trainees; and

56.38.2. Locomotive Specialists performing maintenance tasks.

56.39. This All-Purpose Allowance is based on the rolling up of disability allowances in previous Enterprise Agreements.

56.40. This allowance will not be paid to Aggregate Wage Employees.

### **All-Purpose Allowance for Aggregate Wage Employees**

56.41. Aggregate Wage Employees will be paid an All-Purpose Allowance of 10% of the Base Rate of Pay.

56.42. This allowance will be included into the Base Rate of Pay prior to the calculation of the aggregate wage.

### **Aggregate allowance**

56.43. Locomotive Maintainers, Wagon Maintainers, Rollingstock Maintenance Tradespersons and Rollingstock Repairers who work in Rollingstock Maintenance Depots will be paid an aggregate allowance.

56.44. The aggregate allowance will be paid as a percentage of the Base Rate of Pay (plus any All-Purpose Allowances) for all Ordinary Hours worked, annual leave payments, overtime and for work on public holidays.

56.45. The aggregate allowance is paid in lieu of:

56.45.1. Annual leave loading;



## MAINTENANCE EMPLOYEES

56.45.2. Flexible rostering arrangements – removal of payment provisions for shift brought forward, deferred shift and broken shift and inclusion of TOIL opportunities;

56.45.3. Removal of payment provisions for attendance to call outs;

56.45.4. The rolled up rate in lieu of all disability allowances as contained in the Disability Allowance clause of this Agreement;

56.45.5. Roster loading for shift and weekend work;

56.45.6. Previous job redesign and multi-tasking which resulted in the three classifications – Locomotive Maintainer, Wagon Maintainer and Rollingstock Repairer.

56.46. The aggregate allowance consists of the following two components;

56.46.1. A fixed component; plus

56.46.2. A variable roster loading component.

### The fixed component of the aggregate allowance

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

<b>The Aggregate Allowance – fixed component</b>		
<b>Classification</b>	<b>Locomotives</b>	<b>Wagons</b>
Rollingstock Repairer	18%	14%
Rollingstock Maintenance Tradesperson	20%	14%
Wagon Maintainer		14%
Locomotive Maintainer	20%	

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

56.48. The variable roster loading is to be recalculated each time the Master Roster is reviewed.

56.49. The variable roster loading will continue to be paid when employees are taken out of the roster for short time project work or training as required by the Company.

56.50. The variable roster loading is determined by:

56.50.1. Removing all relief positions and vacancies from the Master Roster for this calculation;

56.50.2. Totalling the number of hours in the Roster Cycle worked between 1615 hours and 0730 hours (Monday to Friday) multiplied by 0.25; plus

## MAINTENANCE EMPLOYEES

- 56.50.3. The number of Ordinary Hours in the Roster Cycle worked on Saturdays multiplied by 0.5; plus
- 56.50.4. The number of Ordinary Hours worked in the Roster Cycle on Sundays multiplied by 1; and then
- 56.50.5. Converting the total of the above calculations to a percentage of the Ordinary Hours in the Roster Cycle. The calculated roster loading should be rounded to the nearest whole number, with a loading calculated with a decimal at .5 or below being rounded down.

### Depots team allowance

- 56.51. Aggregate Wage Employees will be paid a team allowance of 1% of the Base Rate of Pay for all Ordinary Hours worked and all approved paid leave.

### Rollingstock movement allowance

- 56.52. Employees in Rollingstock Maintenance Depots will be paid a productivity payment of 6.25% of the Base Rate of Pay for all Ordinary Hours worked and all approved paid leave upon being trained to move rollingstock. Employees receiving this payment will be required to move rollingstock within a Rollingstock Maintenance Depot as required.

## 57. CLASSIFICATION AND PROGRESSION

### Preamble

- 57.1. 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.
- 57.2. Appointment to a classification level is at the discretion of the Company.
- 57.3. Progression within the classification structure will be determined by the Company based on business requirements.
- 57.4. An employee may dispute their classification level by following the steps in the Disputes Procedure.

### Classifications

- 57.5. Trade classifications:

Classification	Qualifications
Locomotive Specialist	
Locomotive Maintainer	144 C/Points & Aurizon Specific Competencies
Wagon Maintainer	132 C/Points & Aurizon Specific Competencies
Rollingstock Maintenance Tradesperson	96 C/Points & Aurizon Specific Competencies

## MAINTENANCE EMPLOYEES

- 57.5.1. During the first 12 months of employment in the position, a Rollingstock Maintenance Tradesperson will be provided the opportunity to gain all of the competencies required for the position of Wagon Maintainer or Locomotive Maintainer.
- 57.5.2. Where, after 12 months of employment as a Rollingstock Maintenance Tradesperson an employee has not been provided with the opportunity to gain all of the competencies required for the position of Wagon Maintainer or Locomotive Maintainer (and this is not attributable to the employee, e.g. through an extended period of absence from work), the employee will be paid at the relevant Maintainer rate of pay.
- 57.5.3. Where a Rollingstock Maintenance Tradesperson is certified as competent in all of the requirements for a position of Wagon Maintainer or Locomotive Maintainer the Rollingstock Maintenance Tradesperson will progress to the relevant Maintainer classification.
- 57.5.4. In all cases Aurizon will provide reasonable opportunity for an employee to acquire the competencies for progression to Wagon Maintainer or Locomotive Maintainer prior to taking performance management action.

57.6. Non-trade classification:

Classification	Qualifications
Rollingstock Repairer	80 C/Points & Aurizon Specific Competencies

### Apprentices and Trainees

- 57.7. Apprentices and trainees will be engaged as part of an employment based training scheme under the *Vocational Education, Training and Employment Act*.
- 57.8. Apprentices and trainees (other than school based apprentices) will be paid the following percentage of the Base Rate of Pay for a Rollingstock Maintenance Tradesperson.

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

- 57.9. Apprentices and trainees who are 21 years of age or older will be paid at the third year apprentice rate until the fourth year of their apprenticeship or second year of their traineeship.

## 58. RATES OF PAY

- 58.1. The following tables contain the fortnightly Base Rates of Pay for each classification. If requested at a Rollingstock Maintenance Depot or other work location the Company will provide wage schedules that include All-Purpose Payments and/or the weekend penalties etc according to the roster at the Rollingstock Maintenance Depot or location.

## MAINTENANCE EMPLOYEES

Classification	Commencement	12 months	24 months	Date Variation is Approved 5.25%
	1.5%	2%	2%	
Locomotive Specialist	\$4354	\$4441	\$4530	\$4768
Locomotive Maintainer	\$2796	\$2852	\$2909	\$3062
Wagon Maintainer	\$2576	\$2628	\$2681	\$2822
Rollingstock Maintenance Tradesperson	\$2249	\$2294	\$2340	\$2463
Rollingstock Repairer	\$2207	\$2251	\$2296	\$2417

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

58.2.1. Rollingstock Repairer ET 1.5

58.2.2. Rollingstock Maintenance Tradesperson ET 2.1

58.2.3. Wagon Maintainer ET 2.4

58.2.4. Locomotive Maintainer ET 3.2

58.2.5. Locomotive Specialist ET 6.4

### Apprentices / Trainees

58.3. The following table contains the fortnightly rates of pay for Apprentices and Trainees.

Year of Apprenticeship	Year of Traineeship	Commencement	12 months	24 months	Date Variation is Approved 5.25%
		1.5%	2%	2%	
1		\$1080	\$1102	\$1124	\$1184
2		\$1327	\$1354	\$1381	\$1454
3	1	\$1687	\$1721	\$1755	\$1848
4	2	\$2024	\$2064	\$2105	\$2216

### Retrospective increase

58.4. On commencement of this Agreement employees who immediately prior to the Commencement Date were employed in a classification under the *Aurizon Construction and Maintenance Enterprise Agreement 2015* will receive a retrospective increase to the Base Rate of Pay for their classification under that agreement from 1 January 2019 until the Commencement Date of this Agreement.

58.5. The amount of the increase will be 2%.

SCHEDULE 3 – TRAIN CREW EMPLOYEES

**59. COVERAGE**

59.1. This Schedule applies to Train Crew Employees.

**60. SHIFT LENGTHS**

60.1. Subject to clause 62 of this Agreement, employees may be required to work shifts of up to 12 hours. The 12 hours may be constituted by:

60.1.1. Ordinary Hours; or

60.1.2. overtime hours; or

60.1.3. a combination of Ordinary Hours and overtime hours.

60.2. Work beyond 12 hours is subject to the agreement of the employee concerned and will only occur where circumstances beyond Aurizon's immediate control (such as locomotive failure, derailment, highway and/or network road closure) have prevented the employee getting to the sign off location within the maximum shift length.

60.3. Permanent full-time and part-time Train Crew Employees will not be required to work an operational shift of fewer than 6 hours unless agreed otherwise.

60.4. Subject to this Agreement the length of an employee's rostered shift may be extended or reduced.

**61. TUCKER BOX JOBS**

61.1. A tucker box job is a maximum of two separate shifts, separated by a single lay over.

61.2. With the exception of the circumstances specified in subclause 61.3 below, where the start time of the second shift in a rostered tucker box job is altered, clause 81 (Changes to Start Time in the Daily Roster) will apply.

61.3. Where the start time of the second shift in a rostered tucker box job is altered as a result of:

- a change in the start time of the first shift to which clause 81 (Changes to Start Time in the Daily Roster) applied; or
- the first shift being extended; or
- an employee agreeing to an earlier start time of the second shift in order to reduce the employee's time away from home;

Clause 81 will not apply to the second shift.

61.4. As at the Commencement Date of this Agreement, the Company rosters layover jobs involving more than two shifts and/or more than one layover on the existing Linfox service from Townsville to Cairns. Subclauses 61.1 and 61.7 will not apply to these rostered workings.

## TRAIN CREW EMPLOYEES

- 61.5. If, after the Commencement Date of the Agreement, the Company wishes to roster new layover jobs involving more than two shifts and/or more than one layover, agreement with all affected employees is required. Where agreement has been reached, subclause 61.7 will not apply to those rostered workings.
- 61.6. Subclause 61.7 will not apply in circumstances where an employee is away from home for more than the maximum hours due to a natural disaster or severe weather event.
- 61.7. The total time an employee will be rostered away from home for a tucker box job must not exceed 38 hours for a Two Qualified Driver crew configuration and 34 hours for a DOO crew configuration, unless by agreement. Where the total time away from home exceeds these limits, any such time will be paid at the rates specified in subclause 88.5 (shift extension payment).
- 61.8. The start time of each shift of a tucker box job will be shown in the relevant daily roster. With the exception of the circumstances specified in subclause 61.3, both shifts are subject to clause 81 (Changes to Start Time in the Daily Roster) and subclause 88.5 (shift extension payment).
- 61.9. Employees will be given at least 33 hours' notice of a tucker box job unless agreed otherwise.

## **62. CREW CONFIGURATION AND SHIFT LENGTHS**

### **From the Commencement Date of this Agreement**

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

## TRAIN CREW EMPLOYEES

### From 12 Months after the Commencement Date of this Agreement

62.5. The below crew configuration shift lengths commence from 12 months after the Commencement Date of this Agreement:

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

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

62.7. A shift may be extended by the Company on the day of operation up to the maximum shift length as defined by the crewing configuration table above.

### **63. MASTER ROSTER DEVELOPMENT - ALL TRAIN CREW**

63.1. Each depot must have at least one master roster.

## TRAIN CREW EMPLOYEES

- 63.2. The Company must develop the master roster or significant changes to the existing master roster in conjunction with the Depot Roster Committee. There will be no more than three significant changes to the master roster in one calendar year, unless agreed by the Depot Roster Committee.
- 63.3. Provided the majority of affected employees agree, employees may trigger a master roster review and change once per calendar year. This includes, but is not limited to, where it has been identified there has been an excessive use of shift extensions. This is in addition to the three master roster changes referred to in subclause 63.2 and is subject to subclause 63.4.
- 63.4. Subject to meeting Company requirements, the Depot Roster Committee determines the number of RDOs in the master roster, taking into consideration employee work/ life balance.
- 63.5. A new master roster must be hung for 14 days prior to implementation in which time employees have seven days to lodge objections and the Company and Depot Roster Committee will attempt to address them or provide reasons why they cannot be addressed.
- 63.6. The Company cannot implement the roster until the 14 day period referred to in subclause 63.5 above has concluded.
- 63.7. The Company will notify an affected employee in writing before their position in the master roster is changed for any purpose, with the exception of the following:
- 63.7.1. an employee who has agreed to the dates of a training block per clause 75 (Training Blocks); and
- 63.7.2. to accommodate an employee's special request as per clause 72 (Roster Special Requests).

### **64. RDOS IN THE ROSTER NOT TO BE CHANGED - ALL TRAIN CREW**

- 64.1. The start and finish times of each of the employee's RDOs must be shown in the roster. The start and finish times of an RDO shown in the master or forecast roster cannot be changed other than:
- 64.1.1. by the agreement of the affected employee; or
- 64.1.2. by the implementation of a new depot master/s roster in accordance with clause 63.

### **65. EMPLOYEE NOT REQUIRED TO WORK ON AN RDO - ALL TRAIN CREW**

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



## TRAIN CREW EMPLOYEES

### **66. MUTUAL EXCHANGE OF SHIFTS - ALL TRAIN CREW**

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

### **67. TRAIN CREW MEDICALS - ALL TRAIN CREW**

- 67.1. Train Crew Employees will be rostered to attend Category 1 medicals and all associated tests.
- 67.2. Train Crew Employees shall be signed off by 1800 the day before a medical.
- 67.3. In the event that a Company provided vehicle is not available, and the employee uses their own vehicle to travel to and from a medical, subclause 89.5 (use of own motor vehicle allowance) will apply. The allowance under subclause 89.5 will be paid for travel between the employee's home depot and the medical unless agreed otherwise.

### **68. ROSTERED BREAKS BETWEEN SUCCESSIVE SHIFTS - ALL TRAIN CREW**

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

### **69. MEAL BREAKS - ALL TRAIN CREW**

- 69.1. Where the train is operated by a 12 hour crew configuration the meal break will be taken and meals will be consumed en-route by rotating drivers without stopping the train. No additional payment will be made (or hours credited) for this arrangement.
- 69.2. Where the train is operated by any other crew configuration the meal break will be taken to avoid delay to train operations insofar as practicable. Meal breaks will be taken during:
- 69.2.1. operational delays such as train crossing or passing; or
  - 69.2.2. during breaks in loading / unloading operations; or
  - 69.2.3. during loading / unloading where the crew is not in control of the movement of the train; or
  - 69.2.4. where train queuing is likely to occur; or
  - 69.2.5. any other reasonable time or location determined by the Company.
- 69.3. No additional payment will be made (or hours credited) for such arrangements.
- 69.4. Where a train is operated by a crew (other than a 12 hour crew configuration) and for operational reasons a meal break is not able to be taken during the rostered shift an employee will have an additional 20 minutes credited to the shift length.

## TRAIN CREW EMPLOYEES

### **70. START AND FINISH LOCATIONS - ALL TRAIN CREW**

- 70.1. Employees will start and finish work at locations specified by the Company in accordance with arrangements in place as at the date of this Agreement.
- 70.2. Where the Company wishes to introduce a new start and/or finish location it will be subject to consultation, adequate facilities and the agreement of the individual employee.
- 70.3. An agreement to start or finish at a new location cannot be revoked without the Company's agreement. The Company will not unreasonably withhold agreement.

### **71. SUSPENSION OF DAILY ROSTER - ALL TRAIN CREW**

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

### **72. ROSTER SPECIAL REQUESTS - ALL TRAIN CREW**

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

### **73. ROSTER NOTIFICATION - ALL TRAIN CREW**

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

## TRAIN CREW EMPLOYEES

### **74. TRAIN WORKING - ALL TRAIN CREW**

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

### **75. TRAINING BLOCKS - ALL TRAIN CREW**

- 75.1. Employees may agree to come off their master roster and work in an environment where they will be notified of their next rostered shift no later than the end of their previous shift, for 10 shifts per calendar year. This training is to achieve depot training outcomes for Route Competency, Traction type accreditation, Traction class familiarisation or other training which requires an assessment by an Aurizon appointed assessor.
- 75.2. Employees who have completed all depot training must not be placed on a training block.
- 75.3. These blocks of time are arranged by agreement. If agreement cannot be reached, the employee will be given 28 days' written notice of a training block. Any absence during the training block will be added to the end of that training block.
- 75.4. RDOs will not be changed during the training blocks, unless by agreement.
- 75.5. By agreement, employees may be required to travel to another depot within their corridor to complete depot specific training, which will be paid in accordance with the travel allowance clauses in this Agreement.
- 75.6. Where an employee does not achieve the training outcome required from the training block, the employee will be required to come off their master roster for an additional 2 days for the purpose of completing the training outcome. This does not apply where an employee does not achieve the training outcome required due to changes in operational requirements that prohibits or delays the employee from completing their training within the training block.

### **76. CAR DRIVING - ALL TRAIN CREW**

- 76.1. Train Crew Employees will not be rostered on the Daily Roster to drive a motor vehicle.
- 76.2. Between 2200 and 0600:
  - 76.2.1. an employee may only be required to drive a vehicle for a maximum of 2 hours; or 3 hours for driving performed west of Townsville; or
  - 76.2.2. if more than one employee is in the vehicle, each employee may drive the vehicle for 2 hours (or 3 hours for driving performed west of Townsville),

Unless otherwise agreed.

## TRAIN CREW EMPLOYEES

- 76.3. An employee will not be required to drive a motor vehicle as the sole occupant after 9 hours on duty unless by agreement.
- 76.4. The Company will provide ongoing training for employees in the safe operation of motor vehicles.
- 76.5. The motor vehicles will be fit for purpose having regard to the length and duration of journey, the time of travel, passenger comfort and road conditions.

### **77. THE MASTER ROSTER - ALL TRAIN CREW**

- 77.1. The master roster will show for all Train Crew Employees:
  - 77.1.1. The shift length and start times for at least 70% of all known workings;
  - 77.1.2. Available shifts for all other shifts to be spread evenly across each day on average over the Roster Cycle;
  - 77.1.3. RDOs; and
  - 77.1.4. Ex Days (Incoming shifts).
- 77.2. Subject to meeting Company requirements, the Depot Roster Committee will nominate workings that are shown in the Master Roster.
- 77.3. Overtime will not be rostered in the master roster.
- 77.4. The minimum number of RDOs to be included in the master roster is the number of weeks over which the Roster cycles multiplied by 2.25.

### **78. THE FORECAST ROSTER - ALL TRAIN CREW**

- 78.1. The forecast roster is based on the next two weeks (Monday to Sunday) of the master roster and must be posted each week by 1500 Friday for the following 2 weeks.

### **79. MASTER ROSTER TO FORECAST ROSTER CHANGES - ALL TRAIN CREW**

- 79.1. The following can change from the master roster to the forecast roster.
- 79.2. The start time may be altered up to four hours earlier or later in circumstances where the track is closed for maintenance for periods of 8 hours or more. Employees start time will not be altered to undertake tasks such as cleaning, mowing or facility maintenance. If a shutdown is cancelled prior to 1500 Friday, the forecast may revert to the master roster.
- 79.3. Non-operational shifts (e.g. medical or training shifts) may be inserted subject to minimum break between shifts and will be credited to hours worked in the pay period.
- 79.4. Leave (excluding personal/carer's leave) may be shown.

## TRAIN CREW EMPLOYEES

- 79.5. An Available may be converted to a rostered shift for employees of Aurizon Operations Limited, or for employees of AER, converted to a rostered shift or a Shed Shift.
- 79.6. By agreement, any other change (subject to clause 62 – Train Crew Configuration and Shift Lengths), including the insertion of stand-alone overtime.

### **80. THE DAILY ROSTER - ALL TRAIN CREW**

- 80.1. The daily roster must be posted at least 33 hours prior to 0001 of the day covered by the roster. A copy of the roster will be emailed and where practicable, a paper or electronic copy of the roster will be displayed.
- 80.2. The daily roster may alter the forecast roster to convert Availables into either:
  - 80.2.1. a rostered shift; or
  - 80.2.2. an AFD Window for employees of Aurizon Operations Limited or a Shed Shift for employees of AER.
- 80.3. The start time of a rostered shift can be altered to a maximum of three hours earlier or later. Any hours agreed in addition to this will be paid at the Relevant Rate of Pay. This will be a stand-alone payment.
- 80.4. Subclause 80.3 does not apply in the following circumstances:
  - 80.4.1. Where there are unplanned network disruptions (including natural disasters or derailments), which result in a whole or partial network shut an employee may be rostered to complete training;
  - 80.4.2. Where there are unplanned network disruptions (including natural disasters or derailments), which result in a whole or partial network shut and employees directly affected are required to work an operational shift, changes to the start time of the affected employees' rostered shift can be altered to a maximum of six hours earlier or later.
- 80.5. Shift lengths in the daily roster should reflect the shift lengths as shown in the depot master roster. Shifts will only be rostered a longer shift length up to 12 hours in the daily roster where operational requirements necessitate a longer shift length of up to 12 hours.

### **81. CHANGES TO START TIMES IN THE DAILY ROSTER - ALL TRAIN CREW**

- 81.1. Once posted, the start time of a shift in the daily roster may be altered only once, unless otherwise agreed.
- 81.2. The Company may change the start time of rostered shifts by up to one hour earlier (lift up) or three hours later (lay back) than the start time in the daily roster. Changes to the start time exceeding this will only be made by agreement.
- 81.3. At least one hour's notice of the change in start time (or Call Time if greater) will be provided unless agreed otherwise.

## TRAIN CREW EMPLOYEES

- 81.4. Employees will take reasonable measures to ensure they are contactable for the period of;
- 81.4.1. Their Call Time plus an additional 30 minutes, and;
- 81.4.2. One hour lift up prior to the rostered shift.
- 81.5. If an employee cannot be contacted for an earlier start time, the original start time will stand.
- 81.6. If an employee has reported for duty the start time will not be changed.
- 81.7. An employee may be asked for an explanation if the Company identifies a pattern of not being contactable.
- 81.8. Employees will receive the following allowances for the time that their start time is lifted up to an earlier time:
- 81.8.1. Up to one hour earlier than their original start time:
- 0.5 times the Relevant Rate of Pay during the first 12 months of the Agreement; and
  - 0.75 times the Relevant Rate of Pay thereafter.
- 81.8.2. More than one hour earlier than their original start time;
- 1.5 times the Relevant Rate of Pay.
- 81.9. Employees will receive the following allowances for the time that their start time is laid back to a later time:
- 81.9.1. Up to three hours later than the original start time:
- 0.5 times the Relevant Rate of Pay during the first 12 months of the Agreement; and
  - 0.75 times the Relevant Rate of Pay thereafter.
- 81.9.2. More than three hours later than their original start time;
- 1.5 times the Relevant Rate of Pay.
- 81.10. The allowances in subclauses 81.8 and 81.9 will be paid as stand-alone payments in one-hour increments.

## **82. AVAILABLE SHIFTS – SHIFT LENGTH - ALL TRAIN CREW**

- 82.1. Unless agreed otherwise, the shift length of an Available shift in the master roster is the average depot shift length. This shift length will be used for:
- 82.1.1. Formulating the master roster; and
- 82.1.2. Determining rostered hours for subclauses 16.26 and 16.28 (annual leave deduction); and

## TRAIN CREW EMPLOYEES

82.1.3. Determining shift length missed for clause 16.11.4 (annual leave before an Available); and

82.1.4. Reconciliation of overtime.

### **83. SHIFT CANCELLED PRIOR TO PRESENTING FOR WORK - ALL TRAIN CREW**

83.1. Where an employee is advised of the cancellation of a shift in the daily roster on less than 33 hours' notice but prior to the employee presenting for work; and

83.1.1. where the employee starts work within eight (8) hours of the start time of the cancelled shift one hour will be credited to actual hours worked in the pay period; or

83.1.2. where the employee does not start work within eight (8) hours of the start time of the cancelled shift four (4) hours will be credited to actual hours worked in the pay period; or

83.1.3. where an employee has indicated agreement to work an Additional Shift and/or is rostered to work a shift on a weekend in the daily roster and that shift is cancelled the employee will be paid for 6 hours at the Relevant Rate of Pay and applicable weekend and/or other penalties for the shift as if it had been worked.

83.2. This clause does not operate where the employee is allocated an AFD Window.

### **84. SHIFT CANCELLED AFTER PRESENTING FOR WORK - ALL TRAIN CREW**

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

84.1.1. will have 4 hours credited to actual hours worked in the pay period; or

84.1.2. will be paid for 6 hours at the applicable rate of pay for the shift as if it had been worked if the shift was an Additional Shift or a weekend shift.

84.2. Where an employee's shift has been cancelled, their next rostered shift will be in accordance with their master roster.

### **85. AFD WINDOWS - AURIZON OPERATIONS LIMITED**

85.1. AFD Windows will be a maximum of four hours when allocated in the daily roster.

85.2. Successive AFD Windows will be subject to clause 68 (rostered breaks between successive shifts).

85.3. Employees must be signed on within the AFD Window.

85.4. Employees will be provided with the notice they have nominated as their Call Time of the start time of a shift allocated within an AFD Window.

85.5. A shift allocated within an AFD Window must not impact on the next rostered shift unless agreed otherwise.

85.6. Only one AFD Window may be allocated to an employee each day.

## TRAIN CREW EMPLOYEES

- 85.7. The start time of an AFD Window may only be altered by agreement.
- 85.8. Employees will be as far as possible contactable for the period of the AFD Window. The Company understands there may be circumstances, for example due to illness or injury or a medical or family emergency, where an employee is not able to be contacted.

### **86. CANCELLED SHIFT – ALLOCATION OF AFD WINDOW – AURIZON OPERATIONS**

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

### **87. CANCELLED SHIFT – ALLOCATION OF SHED SHIFT –AER**

- 87.1. Where an employee's rostered shift is cancelled the employee may be allocated a Shed Shift. The Shed Shift will commence at the designated start time of the cancelled shift, unless an alternative start time is agreed between the affected employee and the Company.

### **88. ROSTER RELATED PAYMENTS – ALL TRAIN CREW**

#### **Stand-alone overtime**

- 88.1. Stand-alone overtime will be paid:
  - 88.1.1. For all hours worked on an Additional Shift; and
  - 88.1.2. For any hours worked on an RDO.

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

- 88.2. Overtime and stand-alone overtime will be calculated at the rate of 1.7 times the Relevant Rate of Pay and paid in the pay fortnight in which the overtime is worked.
- 88.3. Where an overtime shift is accepted and the employee commences the shift but is not required to work the entire shift, the employee will be paid for the entire shift at overtime rates regardless of the hours worked.

#### **Shift extension payment**

- 88.4. Where employees are paid stand-alone overtime because they are working on an RDO or an Additional Shift then they are paid in accordance with subclause 88.2 and this subclause does not apply.



## TRAIN CREW EMPLOYEES

88.5. All time worked beyond the shift length in the daily roster, or shift length allocated during AFD Windows and Shed Shifts will be paid as follows:

Period	Payment for shift extension
The first 12 months from the Commencement Date of this Agreement	1.25 times the Relevant Rate of Pay
Thereafter	1.5 times the Relevant Rate of Pay

88.6. Such time will not be credited to cycle.

88.7. Shift extension payments will be paid as a stand-alone payment in the pay period in which it is worked.

88.8. Casual employees will receive a payment as per subclause 88.4 in addition to their casual rate of pay for any hours worked beyond their rostered shift length.

### Overtime reconciliation

88.9. Overtime will be paid when the sum of actual hours worked (excluding work on an Additional Shift and shift extensions) exceeds the rostered hours in the master roster for the pay period.

88.10. For the purpose of this reconciliation:

88.10.1. a minimum of 6 hours (or 4 hours for non-operational shifts) will be credited for each shift worked; and

88.10.2. For Aurizon Operations Limited employees - length of AFD Window will be credited for each AFD Window if a shift is not allocated; and

88.10.3. No credit to actual hours worked is made for any time an employee is on approved personal/carer's leave in the pay period, but employees will receive payment for ordinary time.

### Weekend payment

88.11. Train Crew Employees employed by Aurizon Operations Limited shall be paid 1.3 times the Relevant Rate of Pay for all ordinary time worked on a Saturday or Sunday.

88.12. Train Crew Employees employed by AER shall be paid 1.7 times the Relevant Rate of Pay for all ordinary time worked on a Saturday or Sunday.

## 89. ALLOWANCES

### Increases to allowances

89.1. With the exception of the Use of Own Car Allowance (which may be adjusted following publication of the ATO set rates) any allowance in this section expressed as a monetary amount (as opposed to a percentage or a multiple of hours) will be increased by:

89.1.1. 2.3% upon the first anniversary of this Agreement; and

## TRAIN CREW EMPLOYEES

- 89.1.2. 2.25% on the second anniversary of this Agreement; and
- 89.1.3 5.25% on the date the variation of this Agreement is approved by the Fair Work Commission.

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

### Locality Allowance

- 89.3. Employees will be paid a locality allowance in accordance with the Aurizon Locality Allowance Standard, with the exception of AER employees based in Mt. Isa, Cloncurry and Hughenden who will receive the locality allowances in the table below.
- 89.4. AER employees based in Mt. Isa, Cloncurry and Hughenden will be paid a fortnightly locality allowance, in lieu of any other locality allowance in this agreement, as follows:

Depot	With housing	Without housing
Hughenden	\$149	\$457
Cloncurry	\$149	\$457
Mt Isa	\$149	\$508

### Use of own car allowance

- 89.5. Train Crew Employees who are required to use their own car or motor bike for “work purposes” will be paid at a rate of 68 cents per kilometre.
- 89.6. The amount of this allowance may be adjusted each year following publication by the ATO of the set rate for business kilometres travelled and the revised rate will be effective from the commencement of the first full pay period on or after 1 July each year.
- 89.7. For the purposes of this clause “work purposes” includes:
  - 89.7.1. driving to a training course at a location other than the employee’s usual workplace; or
  - 89.7.2. driving to a conference, seminar or convention to represent the Company; or
  - 89.7.3. attending an interview or meeting at a location other than the employee’s usual workplace; or
  - 89.7.4. for Train Crew Employees, attending pathology and/or medical appointments for the Category one medical and referred appointments, where the employee is required to travel more than a 50km round trip from the employee’s home depot, or
  - 89.7.5. any other circumstances approved by the Company.

## TRAIN CREW EMPLOYEES

### First aid allowance

- 89.8. Train Crew Employees appointed to perform the duties of first aid officer will be paid an additional \$2.60 per day. This allowance will not be paid while employees are on leave.

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

- 89.9. Train Crew Employees rostered to be away from their home location for more than 18 hours and who, without 8 hours' notice (prior to sign on), are subsequently required to return to their home location within 12 hours (from sign on) will be paid a meal allowance of \$15.58.

### Travel Allowance – Non-Living Away from Home Allowance

- 89.10. Where an employee is required to travel and stay overnight away from their usual place of residence for a period that the ATO considers to be travelling for work (as opposed to living away from home) the employee shall be provided with, paid or reimbursed for accommodation, meals and incidentals as follows:

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

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

- \$18.57 for each breakfast;
- \$20.16 for each lunch;
- \$35.59 for each dinner; and

89.10.3. Paid an incidental allowance of \$19.78 per night.

- 89.11. This clause does not apply to tucker box jobs. Employees performing tucker box jobs are entitled to the allowances under subclauses 89.27, 89.28 and 89.29 (Meal (trip) allowance) and subclauses 89.34 and 89.35 (Laying off time).

### Travel Allowance – Living Away from Home Allowance

- 89.12. Where an employee is required to travel and stay overnight away from their usual place of residence for a period that the ATO considers to be living away from home (as opposed to travelling for work) the employee shall be provided with, paid or reimbursed for accommodation, meals and incidentals as follows:

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

89.12.2. Paid a meal allowance of \$171.15 per week, or \$24.45 per day, or \$8.15 for each meal included in a part day. This allowance is to compensate employees for additional meal expenses incurred as a result of living away from home in order to perform their duties; and

## TRAIN CREW EMPLOYEES

89.12.3. Paid a Disadvantage Allowance of \$65.07 for each 24-hour period or of \$21.69 for each part of a day away. This allowance is paid as a separate allowance in addition to any meal allowance.

### Travel allowance not payable on periods of leave

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

### Higher grade allowance

89.14. Where the Company requires an employee to act in a higher graded role the employee will be paid a “higher grade” allowance for each hour worked in the higher graded role.

89.15. The amount of the higher grade allowance is the difference between the employee’s base wage and the base wage of the higher graded role.

89.16. The higher grade allowance will be included in the calculation of the payment of overtime, shift loadings, and weekend loadings.

89.17. 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.

89.18. 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.

89.19. Train Crew Employees who are qualified to complete route assessments will be paid at the higher grade rate of Driver Trainer on the shifts they are completing route assessments.

### Route Tutor Allowance

89.20. Route tutors are those Train Crew Employees who have been trained to provide route tuition.

89.21. Route tutors will be paid an allowance of \$20 per shift when providing route tuition.

89.22. Where route tutors are required, the Company will call for expressions of interest from Qualified Train Drivers. The selection of route tutors from the expressions of interest will be at the discretion of the Company.

89.23. If, following the selection process, there is an insufficient number of route tutors at a depot, the Company may select up to 20% of Qualified drivers at a depot to become route tutors. Selections will be made based on business requirements and employees will not be unreasonably directed to become a route tutor.

89.24. The Company or the route tutor may request the route tutor is rostered one shift with a Driver Trainer for upskilling at any time.

## TRAIN CREW EMPLOYEES

### Registered Trainer and Assessors (RTA) Allowance

- 89.25. A Train Crew Employee who has been registered with the Aurizon Registered Training Organisation as an RTA will be paid an allowance of \$30 per shift they conduct duties as an RTA.

### Overtime meal allowance

- 89.26. Train Crew Employees will be paid an overtime meal allowance of \$15.58 where the employee has worked overtime in the following circumstances:

89.26.1. an employee, with less than two hours' notice works more than 4 hours overtime between 1900 and 0700 that is not continuous with a rostered shift; or

89.26.2. an employee is advised after 2200 to sign on before 0600 to work more than 4 hours of overtime that is not continuous with a rostered shift.

### Meal (trip) allowance

- 89.27. The meal (trip) allowance paid to employees of Aurizon Operations and of AER are outlined below.

- 89.28. **Aurizon Operations Limited** - When away from the place at which they are stationed employees will be paid an allowance as follows:

Hours	Allowance
Over 10 – 16	\$20.52
Over 16 – 24	\$41.04
Over 24 – 32	\$61.56
Over 32 – 40	\$82.08
Each subsequent 8 hours (or part thereof)	\$20.52

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

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

- 89.29. **AER** - Where Train Crew Employees employed by AER are in accommodation provided by the Company for the purposes of layover they will be paid an allowance of \$32.90 for each 8 hours or part thereof.

### Periodic Pathology Allowance

- 89.30. Train Crew Employees who are required to undertake a periodic pathology test will undertake those tests in their own time. An employee will be paid an allowance of \$39.91 for each such test.

## TRAIN CREW EMPLOYEES

- 89.31. The above allowance is in full compensation for the time taken to undergo such assessments or tests and no additional hours (ordinary or overtime) will be credited to the employee.

### Cancelled Tucker box Allowance

- 89.32. Where a tucker box shift is cancelled with less than eight hours' notice and replaced with a shift, the affected Train Crew Employee will receive a cancelled tucker box allowance equal to two hours at the Relevant Rate of Pay.

### Long Distance Travel Payment

- 89.33. If, for the purpose of temporary relief in a foreign depot, any Train Crew Employee is required by the Company to increase the distance ordinarily taken to travel to and from home by more than 60km, the increased time spent travelling will be paid as follows:

89.33.1. during rostered hours – without loss of Ordinary Hours pay; or

89.33.2. outside of rostered hours – up to 8 hours pay at the Relevant Rate of Pay; or

89.33.3. outside of rostered hours on a week end – up to 8 hours pay at the Relevant Rate of Pay plus the relevant week end loading (if applicable).

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

- 89.34. An employee:

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

will be paid an allowance of the Base Rate of Pay plus penalty allowance.

- 89.35. The payment of this allowance will commence 10 hours after sign-off and will cease when the employee signs on.

### Distributive Power Allowance – AER employees only

- 89.36. An employee undertaking mainline distributive power activities will be paid an allowance of 10% of the employee's Base Rate of Pay for a minimum of four hours, and where undertaking the activities for more than four hours, for the full shift.

### Driver Only Allowance – AER employees only

- 89.37. An employee performing driver only operations will be paid an allowance of 16% of the employee's Base Rate of Pay for a minimum of 4 hours and where performing driver only operations for more than 4 hours for the full shift.

## TRAIN CREW EMPLOYEES

### Train Crew penalty allowance - Aurizon Operations Limited employees only

- 89.38. Train Crew Employees employed by Aurizon Operations Limited will be paid a penalty allowance if they are available for the shifts required by their depot master roster, which are rostered across 7 days a week, including public holidays and between 0001 and 2359.
- 89.39. An employee engaged as a part-time employee who meets the availability criteria in subclause 89.38 will receive 100% of the penalty allowance paid on the agreed average Ordinary Hours of work.
- 89.40. The amount of penalty allowance paid to an employee is dependent on the employee's home depot, and recognises, among other things, that each depot may have varying levels of shift work requirements. The penalty allowance rate table at subclause 89.48 below prescribes the penalty allowance to be paid to employees at each depot.
- 89.41. The penalty allowance includes compensation for:
- working on statutory public holidays (excluding 1 January, ANZAC Day, Labour Day and 25 December).
  - Annual leave loading
  - Distributive Power allowance
  - Tonnage and distance allowances
  - Multi-Unit allowance (Traction Loading)
  - DOO loading
  - Penalties and Shift Work allowance or loadings.
- 89.42. Subject to the following clauses the penalty allowance is not paid for any other purpose under this Agreement and does not form part of the employee's Base Rate of Pay.
- 89.43. The penalty allowance will be added to the Base Rate of Pay for the purpose of calculating the employee and employer superannuation contributions.
- 89.44. The penalty allowance will only be paid on long service leave accrued after 7 December 2009 for Train Crew Employees employed by Aurizon Operations Limited.
- 89.45. Where the employee is not able to perform their full duties the employee will continue to be paid the penalty allowance for 240 Ordinary Hours. For periods exceeding 240 Ordinary Hours the amount of the penalty allowance will be commensurate with the duties able to be performed compared to the employee's full duties. This amount will be determined by the Company on a case by case basis in consultation with employee and their representative, if any.
- 89.46. Aurizon Operations Limited Train Crew penalty allowance rates are:



## TRAIN CREW EMPLOYEES

Depot	Per fortnight			
	Trainee Driver	Advanced Trainee Driver	Driver	Driver Trainer
Acacia Ridge, Mackay, Maryborough, Mount Miller, Rockhampton, Townsville, Goondiwindi, Toowoomba, and future Bulk East locations	\$526	\$657	\$877	\$877
Emerald, Longreach.	\$465	\$581	\$774	\$774

*NB – The penalty allowance does not increase from the Commencement Date of this Agreement. An amount equivalent to a 2.5% increase in the penalty allowance is incorporated into the Base Rate of Pay for penalty allowance employees from the Commencement Date of this Agreement.*

### **Aurizon Operations Limited non-penalty allowance employees**

- 89.47. Aurizon Operations Limited non-penalty allowance employees do not receive the penalty allowance in subclause 89.46.
- 89.48. An employee will be classified as a non-penalty allowance employee in the following circumstances:
- 89.48.1. The employee is engaged as a full-time or part-time employee (excluding employees on an FWA in accordance with clause 91 (Flexible Work Arrangements) and does not meet the criteria in subclause 89.38 (24/7 availability).
- 89.48.2. The employee is classified as a non-penalty allowance employee for the period of their FWA as determined by the provisions of the Flexible Work Arrangements clause in this Agreement.
- 89.49. The below subclauses 89.50 and 89.51 shall apply to Aurizon Operations Limited non-penalty allowance employees only.
- 89.50. Shift loading:
- 89.50.1. Subject to the following clause an employee will be paid a shift loading of 25% of the Base Rate of Pay for any Ordinary Hours worked between 1615 hours and 0600 hours.
- 89.50.2. Unless a contrary provision appears elsewhere in this Agreement an employee working on a Saturday, Sunday or Public Holiday or working overtime during the above hours will not receive the shift loading.
- 89.51. Weekend loading:
- 89.51.1. In addition to the Base Rate of Pay an employee will be paid a 50% loading for Ordinary Hours worked on a Saturday.
- 89.51.2. In addition to the Base Rate of Pay an employee will be paid a 100% loading for Ordinary Hours worked on a Sunday.



**90. MISCELLANEOUS TRAIN CREW PROVISIONS**

**Rail Passes Policy**

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

**Train Crew Transfer**

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

**Introduction of DOO**

- 90.8. The Company may only introduce new DOO in accordance with the relevant Safety Regulator's requirements and any prescribed technology. The Company will consult with employees at the affected depot/s and their representatives prior to the introduction of DOO.
- 90.9. The consultation will give affected employees a genuine opportunity to influence the decision, and will include consideration of the following matters:
- Communications
  - Signal sighting
  - Emergency procedures
  - Locomotive operating procedures
  - Availability of train stop technology
  - Safety systems.
- 90.10. Where the Company proposes the introduction of DOO without train stop technology, an implementation committee which will include both local and state

## TRAIN CREW EMPLOYEES

employee representatives, will be established and provided with an opportunity to make submissions to the relevant regulator before a final decision is made.

- 90.11. The implementation committee will be provided with all relevant material, including relevant communications with the regulator, provided that the Company is not required to disclose confidential information the disclosure of which would be contrary to the Company's interests.

### No In-Cab Surveillance

- 90.12. Subject to 90.13, the Company will not implement or install cameras that face inwards to the locomotive cab over the term of this Agreement.
- 90.13. This clause does not limit the Company's ability to install or otherwise utilise inwards facing technology that is part of the Company's fatigue management program and is not for the purposes of surveillance or discipline.
- 90.14. This clause does not prevent the Company from using outward-facing cameras mounted in front of the Driver. Any outward-facing cameras installed must have any inbuilt audio recording component disabled.
- 90.15. The Company will not implement any voice recording in a locomotive cab that operates continuously throughout a shift.
- 90.16. This clause does not prevent the Company from using other periodic voice recordings including data recordings, or recordings of radio and phone communications.

## 91. FLEXIBLE WORK ARRANGEMENTS

- 91.1. The Company will provide Flexible Work Arrangements (FWA) in accordance with the Act.
- 91.2. An FWA does not permanently alter the employment type or classification of an employee.
- 91.3. Where an employee requests an FWA that alters their working arrangements and the employee is employed by:
- 91.3.1. **AER** - the employee will be paid the Relevant Rate of Pay plus any applicable penalties and loadings in accordance with the actual hours the employee works in the Roster Cycle. Where the FWA results in the employee being classified as a part-time employee then paid leave will be pro-rated in accordance with this Agreement.
- 91.3.2. **Aurizon Operations Limited** – and is paid the penalty allowance, the employee will be covered by one of the following arrangements for the period they are entitled to be on the FWA:

Hours of work	Employment type	Availability	Penalty Allowance	Guidelines
Average of 80 hours	Full-time employee	No restrictions	Penalty allowance employee	Receive 100% of the penalty allowance.

## TRAIN CREW EMPLOYEES

per fortnight		Restrictions	Penalty allowance employee	Penalty allowance may be reduced as per subclauses 91.9 to 91.12.
		Restrictions	Non-penalty allowance employee	Wages and entitlements as per subclauses 89.47 to 89.51.
Less than an average of 80 hours per fortnight	Part-time employee (during the period of the FWA)	No restrictions	Penalty allowance employee	Receive 100% of the penalty allowance. Base Rate of Pay and penalty allowance Prorated on agreed Ordinary Hours of work (subclause 8.3).
		Restrictions	Penalty allowance employee	Penalty allowance may be reduced as per subclauses 91.9 to 91.12. Base Rate of Pay and reduced penalty allowance Prorated on the agreed Ordinary Hours of work (subclause 8.3).
		Restrictions	Non-penalty allowance employee	Wages and entitlements as per subclauses 89.47 to 89.51.

### Requests for FWA – all employees

- 91.4. Upon request by the employee, the Company will provide within a reasonable timeframe, an estimate of the wages and entitlements that the nominated roster arrangements may attract for both penalty allowance and non-penalty allowance employees. Where there is a reduction in the penalty allowance, the rationale for the reduction will be discussed with the employee.
- 91.5. The outcome will be determined on a case by case basis by the relevant manager (in conjunction with human resources), in consultation with the employee and their nominated representative, if required.

### Guidelines – penalty allowance employees

- 91.6. An employee who is only available to work Monday to Friday, day shifts (i.e. between 06:00 hours and 18:00 hours), will not be entitled to be paid the penalty allowance and will be classified as a non-penalty allowance employee.
- 91.7. Where an employee has restrictions in their master roster that reduces their availability for work outside the hours of 0600 and 1800, on weekends and public holidays, the penalty allowance payable may be reduced in line with the reduction in availability.
- 91.8. Where an employee's employment type is part-time, the reduction in the penalty allowance payable in subclause 91.7 will be Prorated for the agreed Ordinary Hours of work.

**Guidelines for reducing penalty allowance**

- 91.9. The amount the penalty allowance may be reduced shall be calculated giving consideration to the comparison between the FWA roster the depot master roster, including:
- 91.9.1. the proportion of shifts the FWA roster contains outside the hours of 0600 and 1800 compared to the depot master roster;
  - 91.9.2. the proportion of weekends the FWA roster contains compared to the depot master roster;
  - 91.9.3. the availability of an employee to work on public holidays compared to the depot master roster;
  - 91.9.4. the amount of availability built into the FWA roster compared to the availability required by the depot master roster (i.e. where an employee who is not available to work on a Monday has greater flexibility on the days they can work in their FWA roster).
- 91.10. The penalty allowance must not be reduced below 50% as this is a set component that is related to other allowances rolled into the penalty allowance. Therefore, 50% of the penalty allowance is variable depending on an employee's availability to be rostered on nights, weekends and public holidays.
- 91.11. The below method shall be used to calculate the penalty allowance payable.
- 91.11.1. Count the number of night and weekend shifts the employee is available to work and divide that count by the total number of nights and weekends the depot master roster requires shifts to be rostered on to determine the employee's availability percentage.
  - 91.11.2. Multiply the employee's availability percentage in subclause 91.11.1 by 50%.
  - 91.11.3. Add the calculated result from subclause 91.11.2 to the remaining 50% non-variable component of the penalty allowance to determine the minimum amount of the penalty allowance payable:
- 91.12. This is the minimum penalty allowance payable and consideration will be given to any additional flexibilities in the FWA roster and availability to work on public holidays.

**Reviewing roster arrangements after a request is approved – all employees**

- 91.13. Employees may request a change to their FWA that alters their work availability. For example, the employee can no longer work 80 hours per fortnight and requests to work 60 hours. In this circumstance, the Company may require the employee to submit a new FWA request.
- 91.14. Any request by the Company for the employee to alter their FWA must not disadvantage the employee or affect their classification or entitlements without consultation with the affected employee and the change must not be implemented without the employee's agreement.

## TRAIN CREW EMPLOYEES

### 92. CLASSIFICATIONS

- 92.1. 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, assessed training and documented competencies.
- 92.2. 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.
- 92.3. Employees whose base rates are currently higher than the position they hold due to salary maintenance arrangements will be paid no less than the base rate they were paid prior to the Commencement Date of this Agreement.

#### Train Crew Employees

Classification	Tasks and Functions
<b>Trainee Driver</b>	An employee at this level will <ul style="list-style-type: none"> <li>• Undertake driver training up to, and including, on track observations, location specific safe working and Route Familiarisation.</li> </ul>
<b>Advanced Trainee Driver</b>	An employee at this level will <ul style="list-style-type: none"> <li>• Undertake advanced driver training; and/or</li> <li>• Train Crew support tasks, including but not limited to on-track safe working.</li> </ul>
<b>Driver</b>	An employee at this level will <ul style="list-style-type: none"> <li>• Undertake all train operation tasks within their qualifications and competence including (but not limited to):               <ul style="list-style-type: none"> <li>▪ Route tuition (from 12 months from the Commencement Date of this Agreement this will be a requirement for Drivers assigned as Route Tutors only),</li> <li>▪ Shunting (Drivers will perform shunts reflective of mainline shunt activities. For all other shunts, Drivers will not be assigned as the lead shunter without adequate training),</li> <li>▪ Fueling,</li> <li>▪ Sanding,</li> <li>▪ Pre-departure testing, checking oil, water and fuel,</li> <li>▪ Cleaning cabs and windscreens,</li> <li>▪ Routine repairs,</li> <li>▪ Provisioning and preparation of locomotives,</li> <li>▪ Driving motor vehicles (where incidental to train operations) and administrative tasks associated with train operations.</li> </ul> </li> </ul>
<b>Driver Trainer</b>	An employee at this level will <ul style="list-style-type: none"> <li>• Perform any of the tasks of a driver; and</li> <li>• Provide tuition in locomotive operation to Trainee (unqualified) Drivers.</li> </ul>

## TRAIN CREW EMPLOYEES

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### 93. RATES OF PAY

93.1. The following table contains the fortnightly Base Rates of Pay for Train Crew Employees employed by Aurizon Operations Limited.

Classification	Commencement 2.5%	12 months 2.3%	24 months 2.25%	Date Variation is Approved 5.25%
<b>Penalty allowance employees (Base Rate of Pay per fortnight)</b>				
Trainee Driver	\$1931	\$1975	\$2019	\$2125
Advanced Trainee Driver	\$2413	\$2468	\$2524	\$2657
Driver	\$3217	\$3291	\$3365	\$3542
Driver Trainer	\$3614	\$3697	\$3780	\$3979
<b>Non-penalty allowance employees (Base Rate of Pay per fortnight)</b>				
Advanced Trainee Driver	\$2979	\$3048	\$3117	\$3281
Driver	\$3591	\$3674	\$3757	\$3955
Driver Trainer	\$3949	\$4040	\$4131	\$4348

*NB – The increase in the Base Rate of Pay on commencement of this Agreement for penalty allowance employees incorporates an amount equivalent to a 2.5% increase in the penalty allowance.*

93.2. The following table contains the fortnightly Base Rate of Pay for Train Crew Employees employed by AER.

Classification	Commencement 2.5%	12 months 2.3%	24 months 2.25%	Date Variation is Approved 5.25%
<b>AER (Base Rate of Pay per fortnight)</b>				
Trainee Driver	\$2513	\$2571	\$2629	\$2768
Advanced Trainee Driver	\$2980	\$3049	\$3118	\$3282
Driver	\$3590	\$3673	\$3756	\$3954
Driver Trainer	\$3948	\$4039	\$4130	\$4347

93.3. On commencement of this Agreement all Train Crew Employees will receive a retrospective wage increase including overtime and superannuation but excluding allowances (except the penalty allowance where applicable) effective from 10 September 2018 up to the Commencement Date of this Agreement in the form of a single lump sum payment.

93.4. The amount of the wage increase will be 2.25%.

Signed on behalf of the Company by its duly appointed representative:



Representative signature

Mitch Patterson, Manager Employee Relations  
Name, Title of Representative (print)

100 Brookes Street  
Fortitude Valley QLD 4006  
Address

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

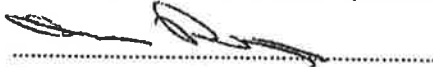


Representative Signature

Rohan Webb State Secretary  
Name, Title of Representative

366 Upper Roma Street  
Brisbane Qld 4000  
Address

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



Representative Signature  
OWEN DODGAN  
QLD BRANCH SECRETARY  
Name, Title of Representative

4 SYPPER EDWARD ST  
SPRING HILL 4000  
Address

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



Representative Signature  
MICHAEL MCTRICK  
STATE SECRETARY  
Name, Title of Representative

41 PEEL ST  
SOUTH BRISBANE 4101  
Address