



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Aurizon Operations Limited
(AG2024/5163)

AURIZON BULK AND CONTAINERISED FREIGHT ENTERPRISE AGREEMENT 2023

Rail industry

COMMISSIONER HUNT

BRISBANE, 17 FEBRUARY 2025

Application for approval of the Aurizon Bulk and Containerised Freight Enterprise Agreement 2023

[1] Aurizon Operations Limited (the Applicant) has applied for approval of an enterprise agreement known as the *Aurizon Bulk and Containerised Freight Enterprise Agreement 2023* (the Agreement). The employers covered by the Agreement are the Applicant and Interail Australia Pty Ltd (the Employers). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single-enterprise agreement.

[2] The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Act, commencing operation on 6 June 2023. The notification time for the Agreement under s.173(2) was 7 September 2023 and the Agreement was made on 8 December 2024. Accordingly, the genuine agreement requirements and the better off overall test requirements are those applying on and from 6 June 2023.

[3] The Fair Work Commission (the Commission) raised certain concerns regarding the Agreement with the Employers, and as a result, the Employers have provided written undertakings. A copy of the undertakings is attached at Annexure A. Pursuant to s.190(4) of the Act, I sought the views of the Australian Rail, Tram and Bus Industry Union (RTBU) regarding the undertakings, allowing a period of two business days from receipt of the undertakings to provide any views. The RTBU is supportive of the undertakings and supports approval of the Agreement.

[4] I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. Pursuant to s.190 of the Act, I accept the undertakings. In accordance with s.201(3) of the Act, I note that the undertakings are taken to be a term of the Agreement.

[5] I have taken into consideration the material filed in the Commission. Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer, however, taking into account s.186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[6] The RTBU, being a bargaining representative for the Agreement, has given notice under s.183 it wants the Agreement to cover it. In accordance with s.201(2) of the Act I note that the Agreement covers the RTBU.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 24 February 2025. The nominal expiry date of the Agreement is 17 February 2028.



COMMISSIONER

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**Annexure A – Undertakings
IN THE FAIR WORK COMMISSION**

FWC Matter No.: AG2024/5163

Applicants: Aurizon Operations Limited and Interail Australia Pty Ltd

Undertaking – section 190

Aurizon Operations Limited and Interail Australia Pty Ltd (together 'Aurizon') give the following undertakings with respect to the *Aurizon Bulk and Containerised Freight Enterprise Agreement 2023 (Agreement)*:

Termination of employment

1. Clause 17.2.2 of the Agreement will not be used to withhold any entitlements owing to an employee under the National Employment Standards of the *Fair Work Act 2009 (Cth) (Act)*.

Compassionate leave

2. Compassionate Leave is also available in cases of stillbirth or miscarriage as provided by s.104(1)(b) and s.104(1)(c) of the Act.


Dispute Settling Procedure

3. Clause 56.2 will be applied by Aurizon on a basis which does not exclude or prevent the resolution of any dispute which is within the scope of clause 56.1.
4. In relation to a dispute within the scope of clause 56.1, clauses 56.2, 56.3 and 56.5 will be applied by Aurizon as if a reference to 'employee', 'employee(s)' or 'employee/s' included a reference to an employee organisation covered by the Agreement.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Employer name: Aurizon Operations Limited


Authority to sign: David Wright, GM Bulk East

Signature: 

Date: 14 February 2025

Employer name: Interail Australia Pty Ltd

Authority to sign: David Wright, GM Bulk East

Signature: 

Date: 14 February 2025

AURIZON BULK and CONTAINERISED FREIGHT ENTERPRISE AGREEMENT 2023



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

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PART 1 – FORMALITIES OF THE AGREEMENT

1 TITLE

This Agreement shall be known as the *Aurizon Bulk and Containerised Freight Enterprise Agreement 2023*.

2 WHO IS COVERED BY THIS AGREEMENT

This Agreement covers:

- 2.1 Interail Australia Pty Ltd and all employees of the Company, other than those engaged in the Company's coal business in New South Wales, who are engaged in any of the classifications set out in clause 24 of this Agreement in any State or Territory of Australia; and,
- 2.2 Aurizon Operations Limited and employees of the Company in the States of New South Wales or Victoria other than those engaged in the Company's coal business in New South Wales, who are engaged in any of the classifications set out in clause 24 of this Agreement.
- 2.3 The RTBU (subject to that Union notifying the Fair Work Commission that it seeks to be covered by this Agreement and the Fair Work Commission approving this Agreement).

3 DATE AND PERIOD OF OPERATION

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

4 RELATIONSHIP TO AWARDS, AGREEMENTS AND NATIONAL EMPLOYMENT STANDARDS

- 4.1 Other than where expressly provided for in this Agreement, this Agreement operates to the exclusion of any award or agreement which might otherwise apply to the Company and its employees covered by this Agreement.
- 4.2 This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

5 DEFINITIONS AND INTERPRETATIONS

Term	Definition
Act	Means the Fair Work Act 2009.
Agreement	Means this enterprise agreement which is titled the Aurizon Bulk and Containerised Freight Enterprise Agreement 2023.
Annual Base Remuneration	An employee's annual salary as set out in subclause 25.4 – Remuneration, inclusive of the base rate, a premium for working shift work, weekend penalties and distributed power allowance.
ATO	Means the Australian Tax Office
Bulk	Means any Bulk commodity (excluding grain haulage) trains operating intrastate and interstate
Commencement Date	Means the date which is seven days after this Agreement is approved by the FWC.
Company	Means Interail Australia Pty Ltd and Aurizon Operations Limited.

Containerised Freight	Means Intermodal trains including those operating Interstate.
CPI	The annual percentage change in the Consumer Price Index, Australia, Weighted average of eight capital cities, All groups, produced by the Australian Bureau of Statistics, for the September quarter in the current year.
Daily Working Roster	Means a roster posted each day which reflects any changes as agreed by the employee to Forecast Rosters, and confirmation of the allocated work inclusive of sign on times for the following day and up to 0600 for the subsequent day on Blank Line Rosters.
Driver Only Operation	Driver Only Operation (DOO) occurs where a driver is the only person to have sole responsibility for the control, operation and procedures of a locomotive or locomotives, or train. Driver Only Operation does not occur where a two-person train crew shift has, as part of the shift, one person working on the ground.
Employee	Employee means an employee of the Company covered by this Agreement in accordance with clause 2 of this Agreement. For avoidance of doubt, a person is employed by the Company in the States of New South Wales or Victoria if their Home Location is located in those states
FWC	Means the Fair Work Commission.
Home Location	The employee's appointed operational base or temporary operational base if working away from home on temporary transfer.
Hourly Rate	The rate of pay for an employee's rostered hours of work. The Hourly Rate is the Annual Base Remuneration divided by 52 and divided again by 38.
Household Member	Means a person (e.g. an aunt, cousin or close friend) who lives with the employee. This usually applies to people who live with the employee and have a long-standing and significant relationship with the employee.
Immediate Family	Means: <ul style="list-style-type: none"> • an employee's spouse (including de facto spouse, former spouse, former de facto spouse or same sex partner) • a child (including an adult child, adopted child, foster child, or step-child of an employee or an employee's spouse) • a parent, grandparent, grandchild or sibling of an employee or an employee's spouse. <p>Immediate Family also includes a Household Member as defined above.</p> <p>In the case of compassionate leave for a bereavement only, 'Immediate Family' also includes an employee's step-parent, step-sibling or halfsibling.</p>
Master Roster	Means a roster that identifies all rostered days off and any known work.
NES	Means the National Employment Standards in the Fair Work Act 2009.
Ordinary Hours	The hours worked by an employee exclusive of Overtime. For a full time, employee Ordinary Hours are an average of 38 hours per week averaged over the Roster Cycle.
Overtime	Time worked by an employee in addition to the employee's rostered hours as provided in clause 28 – Overtime.
Roster Cycle	A period of four weeks over which an employee's Ordinary Hours and Overtime may be rostered.
RTBU	Australian Rail Tram and Bus Industry Union

Shiftworker	means an employee who is a 7 day shiftworker who is regularly rostered to work on Sundays and public holidays.
Stand Alone	Hours of work which Stand Alone are hours that are not included in the calculation of Roster Cycle hours. Payments that Stand Alone are payments for hours worked that are not included in the Annual Base Remuneration
Train Crew	Employees operating or rostered to operate a train.

PART 2 – CONTRACT OF EMPLOYMENT

6 CATEGORIES OF EMPLOYMENT

6.1 Employees shall be engaged in permanent employment, or in defined term employment, on a full time or part time basis, or in casual employment. An employee's category of employment may be changed by written agreement between the employee and the Company.

6.2 A Full Time Employee is an employee engaged to work an average of 38 Ordinary Hours per week.

6.3 Part Time Employment

6.3.1 A part-time employee is an employee who:

- a) is engaged to work an agreed number of hours fewer than 38 Ordinary Hours per week; and
- b) receives, on a Pro Rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

6.3.2 A part-time employee may agree to work hours more than the agreed hours. The hours worked more than the agreed hours for that part-time employee will be paid at the appropriate Overtime rate.

6.4 Casual employment

6.4.1 Casual employees shall be employed and paid by the hour and each separate period of employment shall be arranged by mutual agreement between the Company and the employee.

6.4.2 There shall be no obligation upon the Company to provide or guarantee ongoing employment to a casual employee beyond each separate and agreed period of employment.

6.4.3 The Company or the employee may terminate the casual employment by providing a minimum of one hour's notice or payment of one hour's pay in lieu of such notice.

6.4.4 Casual employees shall be paid at the hourly rate of pay in sub clause 25.5, Rates of Pay, for the classification they are engaged in, plus a loading of 25%.

6.4.5 The casual loading is paid instead of annual leave, paid personal leave, severance payments and the other entitlements and benefits arising out of permanent employment.

6.4.6 Payment of overtime, penalties and allowances for casual employees shall be in accordance with the respective applicable provisions contained in this Agreement.

6.4.7 Offers and requests for conversion from casual employment to full-time or part time employment will be dealt with in accordance with the NES.

6.5 Defined Term of Employment

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

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

any defined term of employment, including the initially agreed term and the further term, cannot exceed 2 years. in accordance with the Act

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

6.5.4 The Company may terminate the employment of a defined term employee at any time during the term of employment in accordance with clause 17, Termination of Employment.

6.6 Job Sharing

6.6.1 Job-sharing is an arrangement in which two or more people share one full-time job. Each person works part-time on a regular ongoing basis.

6.6.2 Employees may request an arrangement to share one full time position. This request can be made to the Company by an individual employee, or by two or more employees who have agreed prior to the request to enter into this type of arrangement.

6.6.3 Because each job-sharing arrangement is different, each arrangement will be dealt with on the basis of the particular circumstances. The details of the arrangement will be included in a written job share agreement between the Company and the employees concerned.

6.6.4 Details included in a job share agreement will include:

- a) A plan of action for when any of the job share partners leaves the job, or wishes to take up full-time employment;
- b) Distribution of work and duties of the job.

6.7 Requests for flexible working arrangements

6.7.1 Requests by employees for flexible working arrangements, including requests made under s65 of the Act, will be dealt with under the Company's Flexible Work Procedure as amended from time to time.

6.7.2 In the event that the provisions in the Company's Flexible Work Procedure fall below the corresponding provisions in the Rail Industry Award 2020, the Award provisions will apply.

7 PROBATIONARY EMPLOYMENT

7.1 There shall be a probationary period of employment of up to 6 months for all new employees excluding casual employees. An initial probationary period of less than 6 months may be extended by written agreement between the Company and the employee provided that the total probationary period does not exceed 6 months. The period of probationary employment will be commensurate with the requirements of the position and the experience of the employee and will be specified in the written offer of employment.

7.2 On commencing employment and throughout the probationary period, probationary employees will be advised, as appropriate, of the performance standards required and will undergo regular performance reviews. If, during the probationary period, an employee is not performing to the standard required, the Company shall discuss the Company's concerns about the employee's performance with the employee and the Company shall give the employee support and opportunity to improve the employee's performance.

7.3 During the probationary period, the employee's employment may be terminated by either the employee or the Company providing one week's written notice, or in the case of termination by the Company, one week's payment in lieu of notice. The Company may agree to waive the notice period required of the employee.

8 INDIVIDUAL FLEXIBILITY ARRANGEMENT

- 8.1 The Company and an individual employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- 8.1.1 the agreement deals with 1 or more of the following matters:
 - a) arrangements about when work is performed;
 - b) overtime rates;
 - c) penalty rates;
 - d) allowances;
 - e) leave loading; and
 - 8.1.2 the arrangement meets the genuine needs of the Company and employee in relation to 1 or more of the matters mentioned in paragraph 8.1.1; and
 - 8.1.3 the arrangement is genuinely agreed to by the Company and employee.
- 8.2 The Company must ensure that the terms of the individual flexibility arrangement:
- 8.2.1 are about permitted matters under section 172 of the Fair Work Act 2009; and
 - 8.2.2 are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - 8.2.3 result in the employee being better off overall than the employee would be if no arrangement was made.
- 8.3 The Company must ensure that the individual flexibility arrangement:
- 8.3.1 is in writing; and
 - 8.3.2 includes the name of the Company and employee; and
 - 8.3.3 is signed by the Company and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - 8.3.4 includes details of:
 - a) the terms of the Agreement that will be varied by the arrangement; and
 - b) how the arrangement will vary the effect of the terms; and
 - c) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - 8.3.5 states the day on which the arrangement commences.
- 8.4 The Company must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 8.5 The Company or employee may terminate the individual flexibility arrangement:
- 8.5.1 by giving no more than 28 days written notice to the other party to the arrangement; or
 - 8.5.2 if the Company and employee agree in writing – at any time.

9 TRANSFERS

9.1 Permanent Transfer

- 9.1.1 Where opportunities for permanent transfers within the Company's operations arise, the Company will seek volunteers by calling for expressions of interest from suitable employees wishing to be considered for transfer.

9.1.2 The Company will pay reasonable costs for the transfer including travel and removal expenses.

9.2 Temporary Transfer

9.2.1 The Company will call for volunteers through expressions of interest for the purposes of temporary transfer.

9.2.2 Employees temporarily transferred to a location will be suitably qualified in rollingstock and safeworking systems prior to commencing workings or be undertaking such training.

9.2.3 The Company will provide the means of transportation to and from the temporary transfer location if required. Reasonable time allowances will be allocated for travelling to and from the temporary transfer location. Travel time is to be included as Roster Cycle hours.

9.2.4 When temporarily transferred the following conditions apply:

- a) Provided with accommodation standard as set out in Appendix 2 Accommodation Standards, where available.
- b) Employees may elect to arrange their own accommodation. Prior to arranging their own accommodation an employee must seek approval from the Company no less than five (5) days prior to the start of the temporary transfer.
- c) Temporary Transfer expenses as described in sub clauses 26.7.1 and 26.7.2 shall apply from the time an employee departs their Home Location until the time an employee returns to their Home Location.
- d) The means of travel to and from the temporary location will either be provided by the Company or, where an employee uses their own car as agreed, the employee shall be reimbursed in accordance with sub clause 26.4.2.
- e) Where an employee has agreed to a period of Temporary Transfer more than 90 days, they will be required to maintain supporting documentation (receipts, transaction records etc) in respect of expenditure incurred while living away from home for greater than 90 days. The Company may require an employee to complete ATO declarations (e.g.: a living away from home declaration) to comply with ATO requirements for Fringe Benefits Tax reporting while living away from home for greater than 90 days.

9.3 The time taken to travel to and from the temporary location is to be included as Roster Cycle hours except where such travel occurs on a Rostered Day Off, in which case time taken to travel on such a day will be paid as Stand Alone Overtime.

10 SHORT TERM TEMPORARY TRANSFER

10.1 Short term Temporary Transfer covers;

10.1.1 short term contract work (ie, where work to a load location is not ongoing and is short term and or infrequent); or

10.1.2 a contract for work in remote areas where work is infrequent but ongoing.

10.2 Short Term Temporary Transfer is relocating from the Home Depot to another location that has no established depot for a short Period as provided for in clause 10.8.

10.3 This working will apply to Bulk trains only.

- 10.4 Before this method of operation is introduced for any new contract, Aurizon will first consult with the parties as per clause 55 consultation. During the consultation process Aurizon will outline the proposed work and the reasoning behind the requirement.
- 10.5 Short term Temporary Transfer should not be used in operations that are in place at the start of this agreement or any new work that it would be practical to use normal operations.
- 10.6 This clause will only operate for the life of this agreement.
- 10.7 Each Short Term Temporary Transfer will be by agreement only.
- 10.8 Including the two travel shifts to and from the Temporary Home Location, no less than three shifts and no more than five shifts worked in total, are permitted under this provision.
- 10.9 Employees who agree will;
 - 10.9.1 Be offered transport to the required Temporary Home Location, or alternatively, the employee can choose to take their own vehicle by mutual agreement. In such cases they will be reimbursed as per clause 26.4.2.
 - 10.9.2 Be Accommodated to the required standard as outlined in Appendix 2, Accommodation Standards
 - 10.9.3 Have 12 hours minimum rest at the Temporary Home Location before their first Shift.
 - 10.9.4 Have 12 hours minimum rest at the Temporary Home Location before returning to their Permanent Home Location.
- 10.10 After completion of the first 12 hours rest period at the Temporary Home Location, employees will be paid in addition to their normal hours, a standalone payment at base rate for each hour or part thereof spent, “at rest” until they sign off back at their Permanent Home Location. For clarity, “at rest” is defined as all time between sign off from one shift to sign on for the following shift. Extended Barracks payments as described in clause 39.5 will not apply.
- 10.11 Temporary Transfer Daily Allowance as described in Clause 26.7.1 will apply. For clarity this provision replaces the entitlement under clause 26.6.1 barracks meal allowances which will not be payable under this provision.
- 10.12 Other than travel shifts, which will be no less than six (6) hours each in duration, all other Rostering and Shift Length provisions contained within this agreement apply.
- 10.13 Employees under this provision must be suitably qualified in routes, rollingstock and safe working systems, or be completing training under a Qualified Driver holding the qualifications to do so.

11 SUPERANNUATION

- 11.1 On commencement, an employee shall be entitled to have a superannuation contribution made to a complying superannuation fund nominated by the employee. If the employee does not nominate a complying superannuation fund, the Company will make superannuation contributions into the ‘Australian Super’ superannuation fund.
- 11.2 Such contribution shall not be less than the amount specified by the Superannuation Guarantee (Administration) Act 1992 (Cth) from time to time.
- 11.3 Such contributions shall be based on the Annual Base Remuneration rate for each classification of employee, as specified in sub clause 25.5 – Remuneration, of this Agreement.

12 SALARY SACRIFICE

- 12.1 Salary sacrifice is available for employee contributions into a superannuation fund as listed in clause 11 – Superannuation.
- 12.2 The employee will bear the cost of any tax or surcharge resulting from contributions under this clause. The Company will not pay additional superannuation contributions as a result of a decision of an employee to make an election under this clause.
- 12.3 The Company will not be liable:
 - 12.3.1 If the law or the view of the Australian Tax Office in relation to salary sacrifice changes;
 - 12.3.2 For financial advice to employees in relation to salary sacrifice arrangements; and,
 - 12.3.3 For any costs or losses associated with salary sacrifice arrangements.

13 SALARY PACKAGING

- 13.1 An employee may, by separate agreement with the Company, enter into a salary packaging arrangement in accordance with the Company’s policy, Australian Tax Office requirements and other relevant legislation.
- 13.2 An employee entering into a salary packaging arrangement is accountable for compliance with their personal taxation obligations and will bear any costs associated with entering into the arrangement including the costs of obtaining financial advice.
- 13.3 The Company will not be liable for any costs should the law or the views on salary packaging change in the future. The salary packaging arrangement will be on a genuine salary sacrifice basis.
- 13.4 Any salary packaging arrangement will be cost neutral to the Company. Any employee wishing to enter into a salary packaging arrangement must obtain independent financial advice from a registered financial planner and provide proof of that advice to the employer before entering into a salary packaging arrangement.

14 DISCIPLINARY MATTERS

- 14.1 Determining whether conduct is unacceptable:
 - 14.1.1 Aurizon will investigate to make findings about the facts of the alleged unacceptable conduct.
 - 14.1.2 Aurizon will identify the relevant laws, policies, standards of conduct, or employment duties the conduct is alleged to have breached.
 - 14.1.3 Details of the allegations will be provided to the employee, and they must be given an opportunity to respond. For matters that are likely to involve formal disciplinary outcomes, the employee will be given the option to respond in writing. The employee must be given a copy of Aurizon’s procedure for managing unacceptable conduct and made aware that if unacceptable conduct is found to have occurred, that disciplinary action may be taken, up to and including dismissal.
 - 14.1.4 The employee being given reasonable time to prepare a response to the allegations that are the subject of the investigation. This time may be extended where the employee or their representative request an extension. Any request will not be unreasonably refused
 - 14.1.5 Employees will be informed of their entitlement to be accompanied by a support person at any stage of the process including a union representative.
 - 14.1.6 Employees will be afforded both procedural and substantive fairness and at all times treated in a manner that is fair, consistent, equitable and respectful.

- 14.1.7 Where the facts are contested, Aurizon will make its factual findings by applying the balance of probabilities test.
- 14.1.8 Once all relevant information has been considered, Aurizon will determine whether unacceptable conduct has occurred.
- 14.2 Disciplinary inquiries and investigations shall be confidential.
- 14.3 At any point during the investigation process, Aurizon may, where appropriate:
 - 14.3.1 Suspend an employee from duty with no reduction of pay; or
 - 14.3.2 Temporarily re-assign an employee to perform alternative duties.; or
 - 14.3.3 Re-assess and return an employee to normal duties.

15 DISCIPLINARY OUTCOMES

- 15.1 Where it is determined that unacceptable conduct did occur, Aurizon will assess the extent or seriousness of the breach, and decide what, if any, disciplinary action will be taken against the employee which may include:
 - 15.1.1 Verbal warning with a file note entered on the employee's personnel file; or
 - 15.1.2 Written warning; or
 - 15.1.3 Temporary reduction in position, classification level and pay (for a period of up to twelve (12) months). When this option is implemented, the employee will be required to undertake work activities in accordance with the classification level to which they have been regressed; or
 - 15.1.4 Suspension from duty without pay, or
 - 15.1.5 Dismissal, with or without notice as applicable.
- 15.2 Where Aurizon has elected to suspend the employee from duty or dismiss the employee with or without notice, as a disciplinary outcome, Aurizon will provide the employee with written information as to why a verbal or written warning, or temporary reduction in position is not an appropriate outcome and allow the employee the opportunity to respond.
- 15.3 Employees who wish to dispute the outcome of a disciplinary procedure, except where the discipline involves dismissal, must follow the procedure set down in Clause 56 of this Agreement.

16 STAND DOWN

- 16.1 The Company may stand down employees without pay for any time during which they cannot usefully be employed in their normal role because of any cause for which the Company cannot reasonably be held responsible.
- 16.2 The employee/s and at their request their representative, must receive written notice outlining the date on which the stand down is to commence, the reasons for the stand down and the expected duration of the stand down. This advice is to be provided at least two clear days prior to the stand down commencing. However, in circumstances where the Company is aware at least 28 days in advance that employees will be required to be stood down, e.g. planned maintenance, then the Company must give affected employees at least 14 days' notice.
- 16.3 The Company will discuss with the employees or if requested their representatives alternative work to be done, such as training, reaccreditations, maintenance, etc, before proceeding with the stand down.

- 16.4 Employees who are stood down under this provision shall be treated for all purposes (other than payment) as having continuity of employment.
- 16.5 Any employee stood down in accordance with this clause may, at any time during the stand down, terminate their employment without notice and shall be entitled to receive, as soon as possible, any payments to which they are entitled up to the time of the termination.
- 16.6 Any employee whose employment is terminated in accordance with sub clause 16.5, shall for all purposes (other than payment in lieu of notice) be treated as if their employment had been terminated without fault of the employee.
- 16.7 Any employee who is stood down in accordance with this clause shall be at liberty to take other employment and, in the event of doing so, it shall be a reasonable excuse for not reporting for duty after being notified to attend for work by the Company that the employee has to work out a period of notice with the employer.
- 16.8 An employee who is stood down in accordance with this clause may elect to take leave or other time owed by the Company.

17 TERMINATION OF EMPLOYMENT

17.1 Notice of Termination by Company

17.1.1 In order to terminate the employment of an employee the Company shall give the employee the following notice:

Period of Continuous Service	Period of Notice
6 months or less in probationary period	1 week
Not more than 1 year (including probationary period)	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

17.1.2 Where an employee is over 45 years of age at the time of termination and has completed at least two years continuous service at the end of the day the notice is given, the employee shall be entitled to one week's notice in addition to that prescribed above.

17.1.3 Payment in lieu of notice

- a) If the Company does not require the employee to work the notice period specified in sub clause 17.1.1 the Company will provide the employee with payment in lieu of the notice prescribed in sub clause 17.1.1.
- b) If the Company requires the employee to work only part of the notice period specified in sub clause 17.1.1 the Company will provide the employee with payment in lieu of the notice period not worked.
- c) In calculating any payment in lieu of notice, the weekly wages of any particular employee will be the Annual Base Remuneration relevant to that employee's classification divided by 52.

17.1.4 Notwithstanding the provisions of sub clause 17.1.1 the Company shall have the right to dismiss any employee without notice for conduct that justifies summary dismissal and in such cases the wages shall be paid up to the time of dismissal only.

17.1.5 The period of notice in sub clause 17.1.1 and clause 7 (which refers to probation) shall not apply in the case of summary dismissal for serious or wilful misconduct or in the case of a casual employee or employees engaged for a specific period of time or for a specific task or tasks.

17.2 Notice of Termination by Employee

17.2.1 An employee shall provide to the Company the same period of notice of termination as required by the Company provided that the employee is not required to give the additional period of notice in respect of age.

17.2.2 If an employee fails to give notice the Company shall have the right to withhold moneys due to the employee with a maximum amount equal to the equivalent pay for the period of notice.

17.2.3 Where agreed, a shorter period of notice may be given by the employee without the Company withholding moneys due to the employee.

17.3 Time Off During Notice Period

17.3.1 Where the Company has given notice of termination to an employee (for reasons other than performance and misconduct), the employee shall be entitled to one working day off without loss of pay for the purpose of seeking other employment.

17.3.2 The time off shall be taken at times that are convenient to the employee after consultation with the Company.

17.3.3 Additional days taken during the notice period will not be paid by the Company unless previously agreed by the Company.

17.3.4 Other leave arrangements shall be at the discretion of the Company.

17.4 Statement of Employment

17.4.1 The Company shall, upon receipt of a request from an employee whose employment has been terminated, provide the employee a written statement specifying the period of their employment and the classification of, or the type of, work performed by the employee.

18 REDUNDANCY

18.1 Discussions before termination of employment

18.1.1 Redundancy arises where the Company decides that it no longer requires the position an employee has been performing, and this is not due to the ordinary and customary turnover of labour in the business.

18.1.2 Where a redundancy may lead to termination of employment, the Company shall hold discussions with the employee/s directly affected and, where requested, their representatives.

18.1.3 The discussions shall take place as soon as is practicable after the Company has decided that it no longer requires the position held by the employee. The Company will advise the affected employee/s of the reasons for the possible terminations of employment, measures to avoid or minimise terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.

18.1.4 For the purpose of the discussion the Company shall, as soon as practicable, provide in writing to the employees concerned, all relevant information about the possible terminations of employment. This information will include the reasons for the possible terminations, the number of employees likely to be affected, and the period over which the terminations are likely to be carried out.

18.1.5 Where the disclosure would be contrary to the Company's commercial interests, the Company shall not be required to disclose confidential information.

18.2 Minimising/avoiding involuntary redundancy

- 18.2.1 The Company shall implement reasonable retraining, transfer, redeployment, and voluntary relocation in order to minimise / avoid involuntary redundancies.
- 18.2.2 An employee shall not unreasonably refuse retraining, transfer and/or redeployment where these things form part of the Company’s redundancy mitigation programme. For the purposes of redeployment an employee will not be forced to relocate from their home location to an alternate home location.
- 18.2.3 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.
- 18.2.4 Expressions of interest for Voluntary Redundancy may be sought by the Company from the commencement of consultation.

18.3 Transfer to Lower Paid Duties

- 18.3.1 Where an employee whose position is redundant agrees to transfer to lower paid duties, the employee shall be entitled to the same period of notice of transfer (or payment in lieu of notice) as he or she would have been entitled to if their employment had been terminated.
- 18.3.2 Where payment is made in lieu of notice the amount of payment will be equal to the difference between the Annual Base Remuneration wage for the redundant position and the Annual Base Remuneration for the new position for the period of notice.

18.4 Severance Pay

- 18.4.1 In addition to any period of notice (or payment in lieu of notice) prescribed for ordinary termination in this Agreement, an employee whose employment is terminated on the ground of redundancy shall be entitled to the following amount of severance pay in respect of a continuous period of service:

Period of continuous service	Severance Pay
Less than one year	Nil
1 year and less than 2 years	4 weeks’ pay
2 years and over	3 weeks’ pay for each completed year of service

- 18.4.2 The maximum amount payable under clause 18.4.1 above shall be 52 weeks’ pay.
- 18.4.3 For the purposes of this sub-clause, “weeks’ pay” means the Annual Base Remuneration divided by 52.

18.5 Alternative employment

- 18.5.1 Where the Company offers reasonable alternative employment with a related entity of the Company, which recognises the employee’s service with the Company as service with the related entity, the Company will not be liable to make a severance payment under subclause 18.4, regardless of whether or not the employee accepts the alternative employment.
- 18.5.2 For the purpose of sub clause 18.5.1 an offer of “reasonable alternative employment” means:

- a) an offer of employment that is accepted by the employee; or,
- b) where the offer is rejected by the employee, an offer of employment:
 - (i) on terms and conditions which, on balance, are no less favourable than the terms and conditions under this Agreement; and,
 - (ii) within a reasonable distance of the employee's Home Location.

18.6 Time off during notice period

18.6.1 During the period of notice of termination given by the Company, an employee shall be allowed a minimum of one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

18.6.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Company, be required to produce proof of attendance at an interview otherwise the employee shall not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

18.7 Employees exempted

This clause shall not apply where the employee:

18.7.1 Has completed less than one year's service

18.7.2 Is terminated as a result of conduct justifying dismissal; or

18.7.3 Is engaged:

- a) as a casual employee
- b) as an apprentice; or
- c) for a specific task or tasks, or term.

18.8 Employee Relocation

18.8.1 Where the Company offers, and the redundant employee accepts, a relocation to another location within the Company or a related entity of the Company, the employee shall be entitled to receive reasonable removal expenses and allowances for both the employee and the employee's dependants.

18.8.2 For the purposes of subclause 18.8.1, a "relocation" occurs when the move to the new location would reasonably require the employee to change their place of residence.

18.9 Transfer of Business

18.9.1 Where there is a transfer of business, as prescribed by the Fair Work Act, an employee will not be entitled to severance pay in accordance with subclause 18.4 if the employee is offered employment (regardless of whether the employee accepts such employment) by the transferee, provided that:

- a) the offer of employment is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the employee's terms and conditions of employment with the Company immediately before the transfer (or termination if the employee does not accept the employment);
- b) the transferee recognises the employee's service with the Company.

19 WORKPLACE HEALTH AND SAFETY

19.1 Aurizon commits to meeting their obligations under the relevant National, State or Territory Health and Safety Legislation.

- 19.2 The Company and its employees agree they both have a duty of care that the improvement and maintenance of occupational health and safety standards and procedures in the work environment is a primary objective of the Company.
- 19.3 The Company will take all practical and reasonable measures to ensure the health, safety and welfare of all employees as well as ensuring a safe and healthy work environment. The Company will also monitor and seek to improve systems and processes to ensure that both its statutory obligations and the objectives of this Agreement are met.
- 19.4 Employees must ensure that they perform their job safely and discharge their health and safety obligations to themselves, other employees, contractors, visitors or customers. Employees must co-operate with the Company in matters related to health and safety and follow applicable policies and procedures in the performance of their work. Employees must also notify their supervisor or manager of any situation which they genuinely believe poses a risk to health and safety.
- 19.5 Fatigue**
- 19.5.1 The parties recognise the provision of relevant safety legislation in relation to fatigue.
- 19.5.2 If an employee self-discloses fatigue and subsequently cannot perform his or her next shift, the payment shall be deducted from the employee's available DIL or personal/carer's leave entitlement as nominated by the employee.
- 19.6 Workplace Health and Safety consultation**
- 19.6.1 Health & Safety Representatives will be appointed consistent with relevant National, State or Territory Health and Safety Legislation.
- 19.6.2 Health and Safety meetings will include committee members and Health and Safety Representatives and are to be held in accordance with relevant national state or Territory Health and Safety Legislation. Health and Safety representatives will be rostered to attend these meetings.
- 19.6.3 Hazard reporting and communication systems are to be in place to support the Company, employees and nominated Health & Safety Representatives in these matters.

20 HEALTH ASSESSMENTS

- 20.1 The National Health Assessment Standards for Rail Safety Workers, as updated from time to time, applies to both the Company and Employees. Pursuant to the standard, an employee who is a Rail Safety Worker is required to undertake a Health Assessment.
- 20.2 The Company will pay cost of the health assessment up to the point that a determination is made, including the assessment itself, rostered time to attend and incidental travel associated with the assessment.
- 20.3 Where an employee is provisionally classified as Fit for Duty Subject to Review or Temporarily Unfit as an intermediate step in the making of a determination, the Company will pay for the cost of further medical testing only in respect of new, or suspected new, medical conditions. The Company will not pay the cost of investigation of existing, known medical conditions.
- 20.4 Where testing in accordance with 20.3 above reveals no new condition which impacts on the employee's assessment, the employee will be reimbursed any leave taken solely as a consequence of the provisional classification.
- 20.5 The above provisions do not exclude any obligations arising under the applicable Workers' Compensation legislation.

PART 3 – SKILLS STRUCTURE

21 TRAINING

- 21.1 The parties to this Agreement recognise the need for employees to be able to perform a wide range of tasks in the performance of their duties. The Company recognises the value of training to achieve multi-skilling and the importance of training its employees.
- 21.2 Employees recognise the need to be flexible in the performance of their duties and may be required to perform a wider range of duties including work which is incidental or peripheral to their main tasks, responsibilities or functions providing they are competent to perform such work.
- 21.3 All required training will be at the cost of the company and all employees will be paid when undertaking such training.
- 21.4 Training is aligned to the Australian Quality Framework (AQF) and the Transport and Logistics Industry (TLI). Certificates will be issued to employees upon completion of assessment for competence of their role.
- 21.5 Training will be progressed in line with Aurizon's Training Standard. Should an employee have concerns regarding timeframes of progression, they may raise the matter for review with their manager. For clarity, before the expiry date of this agreement, Aurizon will offer to train and assess all employees classified Locomotive Driver, to Certificate IV In Train Driving and arrange issue of the certificate.
- 21.6 Training undertaken with the Company will provide credentials, such as AQF or other certification, that are nationally recognised by other employers.

22 CAREER PATH AND PROMOTION

- 22.1 All employees will be encouraged and assisted to progress to the highest level personally attainable consistent with the needs of the workplace subject to the Company's operational requirements, the availability of training, and the availability of promotional opportunities.
- 22.2 **Progression to Driver and Freight Operator**
 - 22.2.1 Career progression to Locomotive Driver and Freight Operator shall be dependent upon an employee being deemed competent by an accredited workplace assessor. Where, after reasonable opportunity, an employee in the Rail Operations stream fails to qualify as a Locomotive Driver or a Freight Operator, the Company may terminate the employee's employment.
 - 22.2.2 An employee who, at the commencement of this Agreement is classified as Locomotive Driver but who does not hold all of the required qualifications for the position – including having knowledge of all routes relevant to the employee's Home Location – will be given reasonable opportunity to obtain such qualifications.
 - 22.2.3 An employee who, at the commencement of this Agreement, is classified as Freight Operator and who does not hold all of the relevant qualifications for the classification will be provided with suitable training to obtain such qualifications at the employee's request.
- 22.3 The positions of Locomotive Driver and Freight Operator are the end of automatic progression upon competency assessment as described in sub clause 22.2. All positions above Locomotive Driver or Freight Operator will be determined on the basis of merit.
- 22.4 Should there be a disagreement about progression the Dispute Settling Procedures will apply.

22.5 In the event that an employee has not met the required standards in relation to training, accreditation or performance within a reasonable period, the Company and the employee and their representative (if they so wish) shall meet to discuss the concerns with the employee's performance. Where, after reasonable opportunity an employee fails to progress as required, the Company may terminate the employee's employment.

23 HIGHER DUTIES

Where an employee is required to act in a higher classification, an allowance equal to the remuneration difference of the two classifications shall be paid for the shift during which the employee is acting.

24 CLASSIFICATIONS

24.1 There will be two classification streams: Rail Operations and Yard Operations. Details of the classification structure are attached to this agreement at Appendix 6.

24.2 Positions

24.2.1 Rail Operations stream

The Rail Operations stream provides a structured career path for employees to become a Locomotive Driver and further to become a Driver Trainer, as follows:

- a) Trainee Driver
- b) Second Person
- c) Driver in Training
- d) Locomotive Driver
- e) Driver Trainer.

24.2.2 Yard Operations stream

The Yard Operations stream provides a structured career path for employees engaged in yard operations. Where vacancies exist for Trainee Driver or Second Person in the Train Operations stream, Yard Operations employees, subject to meeting relevant criteria, may transfer to the Train Operations stream. Yard Operations stream positions are:

- a) Trainee Freight Operator
- b) Freight Operator
- c) Freight Operator Trainer.

PART 4 – REMUNERATION AND HOURS OF WORK

25 REMUNERATION

25.1 Payment and pay averaging

25.1.1 Payment of wages under this Agreement shall be made fortnightly via electronic funds transfer to a bank account nominated by the individual employee concerned.

25.1.2 A full-time employee will be paid for 76 Ordinary Hours each pay fortnight irrespective of the Ordinary Hours worked in the pay fortnight. This payment averages an employee’s wages 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.

25.2 To maximise the flexible deployment of employees that is essential for the ability of the Company to meet the level of service required by customers, the remuneration has been determined in consideration of, shift, weekend penalties and for Train Operations employees an allowance for operating distributive power technology.

25.3 The remuneration detailed in subclause 25.5 below is based on the following two components:

25.3.1 A base rate for each Classification of employee based on a 38-hour week of Ordinary Hours;

25.3.2 A 25% loading of the Ordinary Hours for penalties described in sub clause 25.2 and for Train Operations the distributive power allowance.

25.4 The components in subclause 25.3 make up the Annual Base Remuneration.

25.5 Wage Table

	RAIL OPERATIONS			
Classification	Existing Rate	Upon Commencement 6.0%	First anniversary of the Commencement Date – 4.5%	Second anniversary of the Commencement Date – 4.5%
Trainee				
Hourly Rate	\$30.50	\$32.33	\$33.78	\$35.31
Fortnightly	\$2,318.00	\$2,457.08	\$2,567.65	\$2,683.20
Annual Base Remuneration	\$60,268.00	\$63,884.08	\$66,758.90	\$69,763.20
Second Person				
Hourly Rate	\$37.50	\$39.75	\$41.54	\$43.41
Fortnightly	\$2,850.00	\$3,021.00	\$3,156.95	\$3,299.02
Annual Base Remuneration	\$74,100.00	\$78,546.00	\$82,080.70	\$85,774.52
Driver in Training				
Hourly Rate	\$44.50	\$47.17	\$49.29	\$51.51
Fortnightly	\$3,382.00	\$3,584.92	\$3,746.25	\$3,914.84
Annual Base Remuneration	\$87,932.00	\$93,207.92	\$97,402.50	\$101,785.84
Locomotive Driver				
Hourly Rate	\$60.00	\$63.60	\$66.46	\$69.45
Fortnightly	\$4,560.00	\$4,833.60	\$5,051.12	\$5,278.43
Annual Base Remuneration	\$118,560.00	\$125,673.60	\$131,329.12	\$137,239.18
Driver Trainer				
Hourly Rate	\$65.00	\$68.90	\$72.00	\$75.24
Fortnightly	\$4,940.00	\$5,236.40	\$5,472.04	\$5,718.29
Annual Base Remuneration	\$128,440.00	\$136,146.40	\$142,273.04	\$148,675.54
	YARD OPERATIONS			

Classification	Existing Rate	Upon Commencement 6.0%	First anniversary of the Commencement Date – 4.5%	Second anniversary of the Commencement Date – 4.5%
Trainee				
Hourly Rate	\$30.50	\$32.33	\$33.78	\$35.31
Fortnightly	\$2,318.00	\$2,457.08	\$2,567.65	\$2,683.20
Annual Base Remuneration	\$60,268.00	\$63,884.08	\$66,758.90	\$69,763.20
Freight Operator				
Hourly Rate	\$37.50	\$39.75	\$41.54	\$43.41
Fortnightly	\$2,850.00	\$3,021.00	\$3,156.95	\$3,299.02
Annual Base Remuneration	\$74,100.00	\$78,546.00	\$82,080.70	\$85,774.52
Freight Operator Trainer				
Hourly Rate	\$44.50	\$47.17	\$49.29	\$51.51
Fortnightly	\$3,382.00	\$3,584.92	\$3,746.25	\$3,914.84
Annual Base Remuneration	\$87,932.00	\$93,207.92	\$97,402.50	\$101,785.84

25.6 The purpose of showing hourly rates in this Table is to assist employees to identify the classification level at which they are paid. Hourly rates of pay on payslips are shown in cents per hour, effectively taking the rates above to four decimal places. Due to rounding factors the hourly rates shown in this table have been rounded up or down to the nearest cent from what is shown on payslips.

25.7 The annual wage increases will be effective as of the anniversary dates set out in subclause 25.5 – Wage Table and will be paid in the first full pay period after that date.

26 ALLOWANCES

26.1 Driver Only Operation Allowance

26.1.1 A Driver Only Operation allowance will be negotiated and agreed to prior to the Company introducing Driver Only Operation.

26.2 Push Pull Allowance

26.2.1 When the Company has met the conditions outlined in this agreement for 3 person push pull operation, then a push pull allowance of 7% for the period of time that each driver is rostered for push pull operations shall apply.

26.2.2 Each driver will be paid the allowance for the full rostered shift, where part of the shift is rostered for push pull operations.

26.2.3 The conditions for push pull working are to be found in Appendix 3 – Push-Pull Operations – Terms & Conditions.

26.3 Mentor Allowance

26.3.1 Mentors are qualified Locomotive Drivers who have been trained to provide mentoring.

26.3.2 When required by the Company, Mentors will be paid an allowance of \$40 per shift when providing mentoring to a Driver in Training. This allowance is to increase by the CPI each year for the life of the agreement.

26.3.3 Where Mentors are required, The Company will call for expressions of interest from qualified Locomotives Drivers. The selection of Mentors from the expressions of interest will be at the discretion of the Company.

26.4 Car Allowance

- 26.4.1 Where an employee is required to travel for work purposes using their own personal vehicle, the Company will pay an allowance based on the number of kilometres travelled. Such kilometres will not include travel between home and Home Location.
- 26.4.2 The cents per kilometre rates are in accordance with the “Claiming a deduction for car expenses using cents per kilometre method” as declared by the ATO. These amounts shall be adjusted each year following publication by the ATO and be effective from the start of the first pay period commencing on or after July 1 each year.
- 26.4.3 In the case of a motor vehicle the cost reimbursed shall include the cost of tolls.

26.5 Excessive Shift Length Meal Allowance

- 26.5.1 Where a shift is in excess of the shift limits set down in sub clause 32 – Shift Limits, a meal allowance of \$35.00 shall be paid. This allowance is to increase by the CPI each year for the life of the agreement.

26.6 Meal Expenses – at Barracks

- 26.6.1 Employees who are required to rest away in barracks in accordance with the provisions set down in sub clause 39 – Barracks Working shall be paid \$35.00 for every 8 hours or part thereof they are away from their Home Location. For clarification, those employees on temporary transfer and in receipt of meal expenses for the duration shall not be entitled to further barracks meal expenses.
- 26.6.2 This allowance shall be adjusted annually in line with CPI Increases for the life of the Agreement.

26.7 Temporary Transfer

- 26.7.1 Where the Company provides an employee who is away from their usual place of residence on Temporary Transfer with accommodation, an allowance of \$148.70 per day (0001 to 2400 hours) will be paid. This allowance is to compensate employees for additional meal and incidental expenses incurred as a result of living away from home in order to perform their duties. Employees who receive this allowance will be required to complete an annual Living Away From Home declaration provided by the Company.
- 26.7.2 Where the Company does not provide an employee who is away from their usual place of residence on Temporary Transfer with accommodation, an allowance of \$303.70 (the ATO reasonable amounts for domestic travel Tier 2 country centre’s daily allowance)) per day (0001 to 2400 hours) will be paid.
- 26.7.3 The Temporary Transfer rates are in accordance with the “Reasonable Daily Travel Allowance” amounts as declared by the Australian Taxation Office (ATO). These amounts, including any changes to the specified Tier 2 country centres, shall be adjusted each year following publication by the ATO and be effective from the start of the first pay period commencing on or after July 1 each year.

27 HOURS OF WORK

- 27.1 Rosters shall be arranged in accordance with the Company’s fatigue management policies.

27.2 Hours of Work

- 27.2.1 Subject to the types of employment clause the Ordinary Hours of work for full-time employees are an average of 38 per week.
- 27.2.2 Roster Cycle hours will be the Ordinary Hours averaged over a 4-week period. This requires employees to be available to work 152 hours for each Roster Cycle.

28 OVERTIME

- 28.1 Overtime shall be such time as identified in subclauses 28.3, 28.5 and 28.6 of this clause. Employees shall be paid for additional hours at the rate of 1.7 times the employee's Hourly Rate of pay.
- 28.2 All time counted as Overtime must be time worked as rostered or as required by the Company.
- 28.3 Where a full time employee is required to perform hours in excess of 152 hours in a Roster Cycle, all such time shall be deemed to be Overtime.
- 28.4 Where a Casual employee is required to perform hours in excess of 38 hours in any one week, all such time will be deemed to be overtime.
- 28.5 Where an employee is required to be on duty in excess of 12 hours for a shift due to an emergency, (refer to clause 33 – Maximum Hours on Duty During Emergencies) all such excess time shall be deemed to be Stand Alone Overtime and paid with the applicable multiplier as set out in sub clause 28.1 of this clause.

28.6 Work on a Rostered Day Off

- 28.6.1 Any time worked on a Rostered Day Off shall be paid as Stand Alone Overtime, using the multiplier in sub clause 28.1.
- 28.6.2 Where an employee works into a Rostered Day Off or agrees to be called out early on a Rostered Day Off, they will be paid at the Stand Alone Overtime rate for the actual hours worked on the Rostered Day Off. The remaining hours worked will be paid as ordinary time and be counted as part of the Roster Cycle.
- 28.6.3 Working into a Rostered Day Off, other than by agreement, will occur only due to out of course running,
- 28.6.4 An Employee may decline overtime if the overtime is unreasonable. In determining whether overtime is reasonable or unreasonable the following must be considered.
- a) Any risk to an employee's health and safety that may reasonably be expected to arise if the Employee worked the additional hours.
 - b) The employee's personal circumstances (including any family responsibilities);
 - c) The operational requirements of the company in relation to which the Employee is required or requested to work the additional hours.
 - d) Any notice given by the company of the requirement or request that the Employee work the overtime.
 - e) Any notice given by the employee of their inability to work the overtime.
 - f) Whether any additional hours are on a public holiday.
 - g) The employee's hours of work over the Roster Cycle ending immediately before the Employee is required or requested to work the additional hours; and
 - h) Any other relevant matter.

29 SHIFT CHANGES

- 29.1 For Blank Line Rostering, an employee rostered for a local shift (sign on/sign off at same location) may be advised of a change to a barracks shift in the appropriate advice period prior to the commencement of the shift. Were advised of such a change outside of the appropriate advice period, the change must be by agreement.

29.2 Advice period

For Blank line Rostering, the Daily Roster will be available by no later than 1600 each day. This will confirm the allocation of work and sign on times for all shifts for the following day and up to 0600 the subsequent day, including barracks working.

30 LIFT UP / LAY BACK

- 30.1 Lay Back is the process of having employees, start their shift later than originally rostered. The Company may lay back employees to a maximum of four (4) hours from the time the shift was last advised to commence.
- 30.2 Lift Up is the process of having employees, start their shift earlier than originally rostered. The Company may lift up employees to a maximum of two (2) hours from the most recent time advised to commence.
- 30.3 There is to be only a maximum of 1 change to a shift (within lift up / lay back provisions for the sign on advice for the day), unless mutually agreed to by the individual employee/s affected.
- 30.4 Should an employee agree to a lift up/lay back outside the conditions agreed above (ie 2/4 hrs), the employee is to be paid the extra hours at 1.7 times the Hourly Rate and these extra hours will Stand Alone from the Roster Cycle.
- 30.5 At Home Location crews will be advised within the personal call period specified by each employee for the purpose of lift up and lay back only.
- 30.6 Once called at barracks the employees will be signed on at the times associated with that call.

31 SHIFT CANCELLATIONS

- 31.1 Where shifts are cancelled with less than 12 hours' notice and alternative work cannot be provided, crews will receive 7.6 hours payment credited to their Roster Cycle hours for the period. Where alternative work can be provided it must be 2 hours either side of the original sign on.
- 31.2 Where the cancelled shift would have been a Stand Alone shift the 7.6 hours payment in subclause 31.1 will Stand Alone.

32 SHIFT LIMITS

32.1 The maximum rostered shift limits for combinations of train crews are as follows:

Type of Working	Crew Configuration	Rostered Shift Length from sign on to sign off
Mainline	2 qualified Locomotive Drivers	12 hours
	Driver Trainer and Driver in Training	12 hours
	1 qualified Locomotive Driver & Driver in Training; or 1 qualified Driver Trainer & 2 nd Person	11 hours
	1 qualified Locomotive Driver & 2 nd Person	11 hours
4 person Push Pull	4 qualified Locomotive Drivers	12 hours
		11 hours

	2 qualified Locomotive Drivers & 2 Driver in Training	11 hrs
	2 qualified Locomotive Drivers & 2 2 nd Persons	
3 person Push Pull	3 qualified Locomotive Drivers	12 hours
	2 qualified Locomotive Drivers & Driver in Training	11 hours
	2 qualified Locomotive Drivers & 2 nd Person	10 hours
Rostered Shunting and/or Provisioning only Shifts Roll-by only Shift	All combinations except DOO	10 hours
DOO Shunting	DOO qualified Driver	9 hours
DOO Mainline 2 Person Push Pull	DOO qualified Driver	9 hours

32.2 Trainees shall only travel as a third person on a train and shall observe the shift limits of the other crew members.

32.3 Signing on and off for shifts at Home Location, or barracks, are included in the shift limit.

32.4 Car driving

32.4.1 The Company will endeavour to limit the amount of car driving required between 2200 and 0600.

32.4.2 Unless there are out of course or other unforeseen changes to trains, a rostered barracks working will not be changed to include car driving back to the Home Location, as part of the original outward shift.

32.4.3 Vehicle standards and maintenance will be as per the Aurizon Motor Vehicle fleet standard dated 16 January 2022.

32.4.4 Employees may take rest breaks while driving as per In Vehicle Monitoring System (IVMS) Procedure dated May 2024.

32.5 Minimum Shift Provisions

32.5.1 Minimum length of a worked shift for payment purposes is to be four hours for Overtime callout, travel passenger, and non-train/yard operations (eg training, meetings etc).

32.5.2 Minimum length of a worked shift for payment purposes is to be six hours for train and yard operation shifts (which include car driving shifts).

32.5.3 Minimum length of a shift for payment to attend required medical examinations (non-workers' comp) is to be 7.6 hours. Employees are expected to attend the pathology appointment in their own time, at least three days prior to the required medical examinations.

33 MAXIMUM HOURS ON DUTY DURING EMERGENCIES

33.1 In case of an emergency, employees must be relieved and signed off from duty after a maximum period of 16 hours.

33.2 An emergency means, an actual or imminent occurrence (such as fire, flood, storm, earthquake, explosion, accident, epidemic or warlike action) which:

33.2.1 Endangers, or threatens to endanger, the safety of persons; or,

- 33.2.2 Destroys or damages or threatens to destroy or damage property.
- 33.3 In all cases extended hours in these circumstances are subject to the employee's indication of fitness to continue.
- 33.4 Where an emergency occurs, no safeworking is to be performed by the affected employee after having completed 12 hours from sign on.
- 33.5 Regardless of the foregoing provisions of this clause the maximum hours of a DOO shift shall be as provided in clause 32 – Shift Limits.

34 ROSTERED DAY OFF

- 34.1 An employee shall be entitled to an average two Rostered Days Off per week, with a minimum of 104 per year.
- 34.2 Rostered Day Offs shall commence at 0000 hours and be:
 - 34.2.1 a minimum of 30 hours duration in the case of single days; and,
 - 34.2.2 a minimum of 30 hours from midnight, and then 24 hours on consecutive days in the case of multiple Rostered Days Off.
- 34.3 Rostered Day Offs shall be posted by the Company on a master roster available for viewing by any employee.
- 34.4 The Company and the employee may mutually agree to swapping Rostered Days Off on days other than those posted on the roster.

34.5 Rostered Weekends Off

- 34.5.1 Rostered weekends off shall commence from 0000 hours Saturday until 0600 hours Monday.
- 34.5.2 Employees will not be rostered with a start time later than 1200 hours on the day prior to the commencement of a Rostered Weekend Off.
- 34.5.3 Employees cannot be laid back beyond a sign on of 1200 hours.
- 34.5.4 Employees required to work anytime beyond 2200 hours and up to 2359 hours will be paid a Stand Alone payment of two (2) hours at the Hourly Rate.
- 34.5.5 Where due to out of course running an employee works into their Rostered Weekend Off, they will be paid 1.7 times the Hourly Rate for all time worked on the Rostered weekend off. The Employee will also be entitled to receive an additional Rostered Day Off to be taken at the employees' discretion by providing the Company with a minimum of seven days' notice.
- 34.5.6 The Master Roster will contain a minimum of 1 in 4 weekends off.
- 34.5.7 For Bulk only depots as listed in Clause 40 Home Location the Master Roster may contain a minimum of 1 in 3 weekends off subject to there being no additional costs incurred by the Company from operating and rostering 1 in 3 Rostered Weekends Off.
- 34.5.8 It is noted that the Taree depot roster at time of certification does not meet the 1 in 4 requirement. Within 9 months from certification of the agreement, the company will review the roster with the intention to meet the 1 in 4 requirements. Should operations make it unviable to do so the Parties to the agreement will meet to review the roster and any supporting documentation and decide a way forward.
- 34.5.9 During the life of the agreement, any new depot established that has less than five employees may not be required to meet the 1 in 4 requirements however the exception must first be discussed and consulted as part of the major workplace change consultation provisions of clause 55.

35 MANDATORY REST DAYS

- 35.1 Mandatory Rest Days will be provided after having worked 12 consecutive shifts inclusive of personal leave in any 14 day period.
- 35.2 Mandatory Rest Days shall conform to the same conditions as a single Rostered Day Off as provided for in this Agreement.
- 35.3 Employees and/or the Company cannot circumvent the provisions of subclause 35.1.

36 MEAL BREAKS

36.1 On any shift that exceeds five hours, employees shall be entitled to take meals as follows:

Train crew of two qualified drivers :	To be taken during the shift by driver rotation.
Any other train crew configuration;	<p>Where the train is operated by any other crew configuration the 30 minute meal break will be taken to avoid delay to train operations insofar as practicable. Meal breaks will be taken during:</p> <ul style="list-style-type: none"> • operational delays such as train crossing or passing; or • during breaks in loading / unloading operations; or • during loading / unloading where the crew is not in control of the movement of the train; or • where train queuing is likely to occur; or • any other reasonable time or location determined by Train Control.

- 36.2 For Yard Operations employees a paid break of 30 minutes (and on shifts in excess of 10 hours a further paid break of 10 minutes) to be taken in accordance with sub clause 36.3 below.
- 36.3 The timing of the meal break shall be agreed between the employee(s) and the Company. In the event of there being no agreement the 30 minute break shall be taken no later than the fifth hour of the shift, and the 10 minute break, where applicable, not later than 5 hours after the first break.
- 36.4 In all cases the timing of breaks will be such as to cause least disruption to operations.

37 SHIFT EXCHANGE

Employees may mutually exchange shifts subject to:

- 37.1.1 operational requirements; and,
- 37.1.2 fatigue management principles; and,
- 37.1.3 prior consent by the supervisor; and,
- 37.1.4 the arrangement being cost neutral to the Company.

38 INTERVALS BETWEEN SHIFTS

Employees will be provided with the following minimum intervals between shifts.

- 38.1 Train crew at their Home Location: 12 hours.
- 38.2 At barracks:

- 38.2.1 The minimum break will be 8 hours.
- 38.2.2 Where available, a 10 hour break will be provided. Such a break may be reduced to no less than 8 hours to facilitate efficient train running, or, at the request of the employees, to facilitate an earlier return to Home Location.
- 38.2.3 It is not intended that the provisions of clause 38.2.2 above be used for the ad hoc lifting up of a crew for early departure.

38.3 Yard Operation employees: 10 hours.

39 BARRACKS WORKING (TRAIN CREW ONLY)

- 39.1 Prior to sign on, for blank line working an employee will be notified of an indicative sign on time for the return leg of barracks working, unless the return path is known in which case a definitive sign on time will be provided. For forecast working a definitive sign on time for the return leg will be provided.
- 39.2 Employees may be rested/booked off away from their Home Location once before returning to their Home Location.
- 39.3 Resting away locations are to be as close as possible to the destination, within the constraints of the accommodation standards. Company vehicles may be used for the purpose of obtaining necessary meals or supplies where this is available, requested and approved.
- 39.4 Resting away locations will be altered or introduced through consultation with affected workplace representative/s.
- 39.5 Payment for barracks working resting in excess of 12 hours:
 - 39.5.1 All hours up to the sign on time will Stand Alone from working hours and will not be credited against the Roster Cycle hours, such hours to be paid at the Hourly Rate of pay.

40 HOME LOCATION

- 40.1 For the purposes of this agreement employees will be allotted to a Home Location office / Depot (as defined). This location will be where employees normally start and finish work.
- 40.2 The amenities at Home Locations will meet the required standard in line with National, State or Territory Health and Safety legislation including applicable standards and codes of practise relating to amenities.
- 40.3 Required safety equipment for train operations will be available as will access to communications and computer technologies including printers.
- 40.4 Established Bulk Home Locations at the Commencement Date are:
 - a) Broken Hill
 - b) Dubbo
 - c) Newcastle.
- 40.5 Established Containerised Freight Home Locations at the Commencement Date are:

- a) Junee
- b) Melbourne (North Dynon)
- c) Parkes
- d) Glenlee
- e) Taree.

- 40.6 If during the life of the Agreement Moorebank becomes an additional location for train operations within Sydney, Moorebank can become an alternative sign on location after appropriate consultation as detailed in Clause 55. Appropriate amenities will be provided. This sign on point will apply to Glenlee train crew only.
- 40.7 All required travel after sign on will be provided by the Company unless the Employee agrees to use their own private vehicle then clause 26.4 will apply.
- 40.8 Clause 55 Consultation and Major Change will apply to any establishment or closure of a home location or alternate sign on location.

PART 5 - LEAVE

41 RATE OF PAYMENT FOR LEAVE

All paid leave provided for in Part 5 – Leave of this Agreement shall be paid at the appropriate Hourly Rate.

42 ANNUAL LEAVE CONDITIONS

42.1 Entitlement

- 42.1.1 Full time (shift work) employees shall be entitled to five weeks annual leave per year.
- 42.1.2 To avoid doubt, this means a full time (shift work) employee (other than a casual employee) who is covered by this Agreement shall be entitled to be absent from work on paid leave for a period of five calendar weeks, whether taken consecutively or not.
- 42.1.3 Full time (non-shift work) employees shall be entitled to four weeks annual leave per year.
- 42.1.4 To avoid doubt, this means a full time (non-shift work) employee (other than a casual employee) who is covered by this Agreement shall be entitled to be absent from work on paid leave for a period of four calendar weeks, whether taken consecutively or not.

42.2 Accrual

- 42.2.1 Annual leave accrues progressively during a year of service according to the employee's Ordinary Hours of work and accumulates from year to year.
- 42.2.2 Employees do not accrue annual leave during periods of unpaid absence unless otherwise provided by legislation.
- 42.2.3 An employee may accrue up to 10 weeks annual leave (full time shift work employees) or 8 weeks annual leave (full time non shift work employees). Where accrual exceeds 10 weeks (full time shift work employees) or 8 weeks annual leave (full time non shift work employees), or where approval has not been given, the Company, by giving a minimum of four weeks' notice, may require the employee to clear accrued leave in excess of 5 weeks (full time shift work employees) or 4 weeks (full time non shift work employees).

42.3 Taking annual leave

- 42.3.1 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.
- 42.3.2 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.
- 42.3.3 Subject to agreement between the Company and the employee annual leave may be taken in advance.

42.4 Annual Leave exclusive of other leave

- 42.4.1 A period of annual leave is exclusive of periods that an employee is entitled to leave in accordance with clause 44 - Long Service Leave; clause 45 - Public Holidays; clause 46 - Personal/Carer's Leave; clause 47 - Compassionate Leave; clause 50 - Voluntary Emergency Management Leave; clause 51 - Military Leave; and clause 52 - Jury Duty.
- 42.4.2 This means an employee is not taken to be on annual leave when on any other paid leave type as listed previously and any annual leave taken for that period should be re-credited.

42.5 Cashing Out of Leave

An employee may cash out a portion of the employee's accrued annual leave subject to the following conditions:

- 42.5.1 Each cashing out of a portion of leave must be by separate written agreement between the employee and the Company;
- 42.5.2 The employee's remaining accrued entitlement to paid annual leave after the cashing out must be no less than five weeks;
- 42.5.3 In all cases the cashed out leave will form part of the employee's taxable earnings and the Company will deduct applicable tax;
- 42.5.4 The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- 42.5.5 In considering any application by an employee to cash out annual leave the Company will take into account the potential workplace health and safety impact on the employee of the leave not being taken.

43 ANNUAL LEAVE LOADING

Leave loading of 20% shall be paid in addition to the pay set out in clause 41 whenever an employee proceeds on annual leave.

44 LONG SERVICE LEAVE

- 44.1 On completion of seven years' full-time continuous service, employees will have accrued 9.1 weeks (345.8 hours) of long service leave at a rate of 1.3 weeks or 49.4 hours per year. For continuous service beyond seven years, employees accrue a pro-rata amount of long service leave at the rate of 1.3 weeks per year.
- 44.2 In accordance with their employment status: – Part-time and casual employees accrue long service leave on a pro-rata basis.
- 44.3 Subject to the above, the terms of the relevant State Long Service Leave legislation shall apply to those employees based in that State.
- 44.4 Pro rata long service provisions will be due and paid as per applicable state legislation where the employee is based.
- 44.5 Where an employee is sick while on long service leave for a period in excess of five days, and that period is supported by a medical certificate or statutory declaration recognised by the Company, the period of long service leave, will be re-credited for the period (covered by the medical certificate/statutory declaration) unless otherwise agreed. Personal Leave will be adjusted to reflect the leave re-credited from Long Service Leave.

45 PUBLIC HOLIDAYS

45.1 Prescribed Public Holidays

An employee shall be entitled to holidays without loss of pay on the following days. No substitution under any State law will apply to the below dates:

New Year's Day	1 January
Australia Day	26 January
Good Friday	as gazetted
Easter Saturday	as gazetted
Easter Sunday	as gazetted
Easter Monday	as gazetted
Labour Day	as gazetted
Anzac Day	25 April

King's Birthday	as gazetted
Christmas Day	25 December
Boxing Day	26 December.

Any other day gazetted under relevant State or Territory law to those employees based in that State or Territory.

45.2 Where an employee is required to work on a Public Holiday that employee shall be entitled to the following:

45.2.1 Rostered to work on a Public Holiday

- a) payment for the actual hours worked on the Public Holiday at 1.5 times the Hourly Rate; plus,
- b) payment for hours worked in the shift on either side of the Public Holiday at the Hourly Rate; plus,
- c) payment of seven point six hours (7.6hrs) Stand Alone for the Public Holiday at the Hourly Rate;
- d) the hours worked are counted as part of the Roster Cycle.

45.2.2 Called in to work on a Public Holiday

- a) payment of all hours worked on the shift at the relevant overtime rate in clause 28 - Overtime; plus,
- b) payment of seven point six hours (7.6hrs) for the Public Holiday at the Hourly Rate;
- c) the hours worked are Stand Alone.

45.3 Where an employee is not required to work on a Public Holiday and is rostered off, the employee will be paid 7.6 hours at the Hourly Rate. These 7.6 hours are included as ordinary working time for the Roster Cycle.

45.4 Where an employee's Rostered Day Off coincides with a Public Holiday the employee will be paid a standalone payment of 7.6 hours at the Hourly Rate.

45.5 Day in Lieu (DIL)

45.5.1 An employee who is entitled to a Stand Alone payment of 7.6 hours under sub clause 45.2.1c) can advise the Company that instead of receiving the 7.6 hours Stand Alone payment, that they wish to bank a Day in Lieu.

45.5.2 The employee must notify the Company that they wish to bank a Day in Lieu instead of receiving a Stand Alone payment using the process advised by the Company. Once payment is made for 7.6 hours Stand Alone under sub clause 45.2.1c) an employee cannot change this request to a Day in Lieu.

45.5.3 Employees must obtain approval before taking a Day in Lieu. Approval will be subject to operational requirements of the relevant depot, however approval will not be unreasonably withheld. A Day in Lieu can be requested as a single shift or can be added to a leave request.

45.5.4 Days in Lieu are available to be taken within 12 months from the date that the public holiday occurred. If a Day in Lieu is not taken before 12 months expiry, the applicable 7.6 hours Stand Alone payment will be paid to the employee in the next general pay run. Untaken Days in Lieu will be paid to an employee upon cessation of employment.

45.5.5 Day in Lieu cannot be banked for any half-day public holidays that may apply under Clause 45.1.

45.6 Part time employees shall be entitled to Public Holidays provided the holidays occur on a day which the employee normally works and this will be paid as set out in sub clauses 45.2 and 45.3.

- 45.7 A casual employee required to work on a Public Holiday will be paid at the employee's casual rate of pay plus 1.5 times the Hourly Rate for the hours worked on the day.
- 45.8 Where a Public Holiday falls within a period of an employee's annual leave, the employee shall be re-credited the annual leave day or have an additional day of leave added to that period off work.

46 PERSONAL / CARER'S LEAVE

46.1 Accrual of personal / carer's leave

- 46.1.1 Full time employees are entitled to accrue 13 days Personal / Carer's leave per year (Pro Rata for part-time employees).
- 46.1.2 An employee's entitlement to paid personal/carer's leave accrues progressively from the anniversary date of the commencement of employment and accumulates from year to year.

46.2 Based on operational requirements and subject to approval, employees may also make application in advance with their supervisor to access personal/carer's leave for the following reasons:

- 46.2.1 Registered Australian Bone Marrow and Kidney Donors are entitled, at the convenience of the Company, to five (5) days paid leave to donate bone marrow or a kidney. Such employees must provide a valid medical certificate.

46.3 Taking paid personal / carer's leave

- 46.3.1 An employee may take paid personal/carer's leave if the leave is taken:
- a) Because the employee is not fit for work because of a personal illness, personal injury, or a medical procedure affecting the employee; or
 - b) To provide care or support to a member of the employee's Immediate Family/Household Member, who requires care or support because of a personal illness, personal injury, or a medical procedure; or an unexpected emergency.
- 46.3.2 If an employee has exhausted their Personal / Carers Leave they may make application to utilise their annual leave or long service leave.

46.4 Notice of absence

- 46.4.1 Employees who are unable to attend work due to personal/carer's leave must notify their supervisor or other nominated person of their absence as soon as reasonably practicable (which may be at a time after the absence has started).
- 46.4.2 The notice must include the period or expected period of the absence.
- 46.4.3 The above two subclauses do not apply to an employee who could not comply with them because of circumstances beyond the employee's control.

46.5 Entitlement to unpaid carer's leave

- 46.5.1 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/Household Member, requires care or support because of personal illness, personal injury or an unexpected emergency affecting the member.

46.6 Taking unpaid carer's leave

- 46.6.1 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.
- 46.6.2 An employee may take unpaid carer's leave as:

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

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

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

46.7 Proof of reason for absence

46.7.1 Medical certificates or statutory declarations are to be provided for all absences where requested by the Company.

46.7.2 The Company may request a medical certificate or statutory declaration where it has a concern about the frequency, pattern or genuineness of an employee's absence.

47 COMPASSIONATE LEAVE

47.1 An employee is entitled to up to three days compassionate leave for each occasion when a member of the employee's Immediate Family/Household Member:

47.1.1 contracts or develops a personal illness that poses a serious threat to his or her life; or,

47.1.2 sustains a personal injury that poses a serious threat to his or her life; or,

47.1.3 dies.

47.2 An employee wishing to access leave under this clause must notify the Company in accordance with clause 46.4.1 above.

47.3 The Company may require an employee taking leave under this clause to provide documentary evidence of the illness, injury or death of the member of the employee's immediate family.

47.4 An employee, other than a casual employee, taking leave under this clause will be paid for Ordinary Hours as a result of taking the leave.

48 BLOOD DONOR

48.1 Registered Blood Donors to donate blood without loss of pay on no more than four occasions per year, if required.

48.2 Absences to undertake blood donation must be approved in advance by the Company subject to the Company's discretion.

48.3 Employees are entitled to seven point six hours at the Hourly Rate for each period of Blood Donor leave.

49 TRAUMA LEAVE – ASSOCIATED WITH SERIOUS ACCIDENTS OR INCIDENTS

49.1 Where an employee is involved in a serious accident or incident whilst at work that results in an injury or fatality to another party or parties or is involved in a near miss, the Company will provide post-traumatic stress counselling however attendance will be at an employee's discretion.

49.2 Employees will be entitled to Trauma Leave up to 3 paid ordinary days provided the employee has sought counselling either through the Company's employee assistance program or the leave of absence is requested by an employee's General Practitioner.

49.3 During any period of Trauma Leave employees will make themselves available if medically fit, to attend meetings associated with the incident or near miss at a mutually agreed time.

- 49.4 In the event of a near miss the Company shall make every effort to relieve the employee at the employee's request.
- 49.5 In the event of a fatality the Company shall ensure that:
- 49.5.1 the employee is replaced as soon as practicable by a suitably qualified employee; and,
 - 49.5.2 the employee is provided with transport to their home or their Home Location, as elected by the employee.

50 VOLUNTARY EMERGENCY MANAGEMENT LEAVE

- 50.1 Voluntary Emergency Management Leave is derived from the Fair Work Act provisions for Community Service Leave and means:
- 50.1.1 an activity that an employee engages in on a voluntary basis;
 - 50.1.2 that relates to an emergency or natural disaster; and,
 - 50.1.3 the employee is a member or quasi member of an emergency management body; and,
 - 50.1.4 the employee was requested or would have been requested by that body to engage in the activity.
- 50.2 Employees who are members of a recognised emergency management body (e.g. Country Fire Service, State Emergency Services) as defined by the Fair Work Act must advise their Manager of the relevant details of their membership responsibilities. Such employees may be released from duty, if called upon at times of declared emergencies. The employee must advise their Manager immediately when notified that they are required for duty in an emergency, or as soon as is reasonably practicable and of the expected period of absence.
- 50.3 On resumption of duty, an employee should provide proof of attendance certified by an authorised representative of the emergency service to which the employee was attached. Wherever possible, times of attendance should be shown.
- 50.4 Employees are entitled to paid Emergency leave up to 5 paid ordinary days per calendar year for training or necessary time to attend emergencies.

51 MILITARY LEAVE

- 51.1 Subject to legislative requirements, military leave may be granted to employees who are volunteer part-time members of the Australian Defence Forces.
- 51.2 Military leave is unpaid leave, however, for such absences an employee may apply to use leave from their accumulated annual leave, where they are not being paid for service, or may apply for leave without pay.

52 JURY DUTY

- 52.1 Where an employee (other than a casual) is required for jury service during their ordinary working hours the Company will make up the difference between the daily attendance fee paid by the Court and the employee's normal wage.
- 52.2 To ensure that the employee does not suffer any hardship during a period of jury service, the Company will, in good faith, pay the employee their normal wage while on jury service, provided that the employee reimburses the Company the payment that the employee receives from the Court in respect of lost wages.

52.3 The employee must provide the Company with:

- 52.3.1 notification as soon as possible of the date upon which the employee is required to attend for jury service;
- 52.3.2 evidence that the employee has taken all necessary steps to obtain any amount of jury service pay that the employee may be entitled to under relevant laws;
- 52.3.3 evidence of the payment received from the court for attendance, (even if the amount is nil);
- 52.3.4 evidence of their attendance, including the duration of such attendance.

53 PARENTAL LEAVE

53.1 General rule - notice

- 53.1.1 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).
- 53.1.2 Notice must include the intended start and end dates of any leave.
- 53.1.3 At least four weeks before the intended start date the employee must confirm the intended start and end dates or advise the employer of any changes to the intended start and end dates (unless it is not possible to do so).
- 53.1.4 Where concurrent leave is to be taken in separate periods, these notice requirements apply to the first period of that leave. For second and subsequent periods, the employee must provide the employer with 4 weeks' notice.
- 53.1.5 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.

53.2 General rule - qualification

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

53.3 General rule - additional government entitlements

- 53.3.1 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.

53.4 Pre-natal/adoption leave

- 53.4.1 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.
- 53.4.2 An employee with 12 months' continuous service whose partner is pregnant or adopting a child is entitled to 1 day of paid pre-natal/adoption leave to attend prenatal/adoption appointments.
- 53.4.3 Partners of employees adopting a child are entitled to an additional 1 day of unpaid pre-adoption leave to attend pre-adoption appointments.

53.5 Unpaid special maternity leave

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

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

53.6 Taking leave due to a pregnancy related illness

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

53.7 Transfer to a safe job or 'paid no safe job leave'

- 53.7.1 An eligible pregnant employee has in specified circumstances an entitlement to be a transferred to an 'appropriate safe job'. An appropriate safe job is a job that has:
- a) the same Ordinary Hours of work as the employee's present position; or
 - b) a different number of Ordinary Hours agreed to by the employee.
- 53.7.2 This entitlement applies if the employee:
- a) is entitled to unpaid parental leave; and
 - b) has complied with the notice and evidence requirements for accessing that unpaid parental leave; and
 - c) has provided evidence (e.g. a medical certificate) that would satisfy a reasonable person that they are fit for work, but that it is inadvisable for them to continue in their present position during a period because of:
 - illness or risks arising out of the pregnancy; or
 - hazards connected with that position.
- 53.7.3 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.
- 53.7.4 If there is no appropriate safe job available, the employee is entitled to take paid 'no safe job leave' for the risk period and be paid at their Base Rate of Pay for Ordinary Hours of work during the risk period.

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

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

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

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

53.8 Paid primary caregiver leave

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

53.8.2 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.

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

53.8.4 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 paid leave calculated as follows:

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

53.8.5 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.

53.8.6 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.

53.9 Concurrent leave for partners

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

53.9.2 This leave must be taken concurrently with the Primary Caregiver's leave and be in blocks of at least 1 week unless otherwise agreed.

53.10 Payment for parental leave

53.10.1 Where this clause requires paid parental leave, such leave will be paid at the employee's Base Rate of Pay for the employee's substantive position. To avoid doubt superannuation contributions will continue during periods of such paid parental leave.

53.10.2 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.

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

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

53.11 52 weeks of leave & unpaid primary caregivers leave

53.11.1 Employees who are Primary Caregivers are entitled to take leave for up to 52 weeks.

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

53.11.3 The balance of the 52 weeks is unpaid Primary Caregiver's leave.

53.11.4 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.

53.11.5 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.

53.11.6 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.

53.12 Varying the period of primary caregiver leave

53.12.1 The subclauses below apply after an employee has ceased taking paid Primary Caregiver leave.

53.12.2 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.

53.12.3 The period of unpaid Primary Caregiver leave may be further extended by written agreement between the employee and the Company.

53.12.4 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.

53.13 Employees who cease to have primary responsibility for care of child

53.13.1 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.

53.13.2 The notice given by the employee will include:

- a) The date upon which the employee ceased having primary responsibility for the care of the child;
- b) The date the employee wishes to return to work;
- c) The type of leave (i.e. annual or long service leave the employee is entitled to), if any, the employee wishes to access between the period of ceasing to have primary responsibility for the care of the child and returning to work.

53.13.3 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.

53.13.4 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.

53.13.5 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.

53.14 Compassionate maternity leave

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

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

53.15 Continuity of service

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

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

53.16 Return to work guarantee

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

53.16.2 the employee's preparental leave position; or

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

54 DOMESTIC AND FAMILY VIOLENCE LEAVE

54.1 The Company recognises that some of its employees may experience situations of Violence and Abuse in their domestic life, which may in turn impact on their attendance or performance at work.

54.2 The Company accepts the definition of family violence as provided in the relevant Family Violence Protections Acts and further recognises that it may include physical, sexual, financial, verbal and / or emotional abuse by a family or Household Member.

54.3 All personal information concerning family and domestic violence will be kept confidential in line with relevant legislations.

54.4 The Company's will provide up to 10 days of paid leave as appropriate for employees who require an absence from work for reasons associated with experiencing domestic and family violence.

54.5 The Company's Domestic and Family Violence Corporate Principle, as amended from time to time, applies to employees covered by this Agreement in addition to these provisions.

- 54.6 If the entitlement for leave to deal with family and domestic violence under the Company's Domestic and Family Violence Corporate Principle (HWD-00212 effective 01/04/2020) differs from the entitlement as defined in subclause 54.4 then the greater entitlement will apply.
- 54.7 This leave is not available in circumstances where the employee is the perpetrator of the domestic and family violence.

PART 6 – EMPLOYMENT RELATIONS

55 CONSULTATION REGARDING MAJOR WORKPLACE CHANGE AND CONSULTATIVE COMMITTEE

55.1 Company's duty to notify

55.1.1 Where the Company has made a definite decision to introduce major changes in production, program, organisation, structure or technology or changes to the workforce that are likely to have 'significant effects' on employees, the Company shall notify the employees who may be affected by the proposed changes and their nominated representatives.

55.1.2 'Significant effects' include:

- a) termination of employment
- b) major changes in the composition operation or size of the Company's workforce or in the skills required
- c) the elimination or reduction of job opportunities
- d) promotion opportunities or job tenure
- e) the alteration of hours of work
- f) the need for retraining or transfer of employees to other work or locations
- g) restructuring of jobs.

55.1.3 Provided that where this agreement makes provision for alteration of any of the matters referred to above, an alteration shall be deemed not to have significant effect.

55.2 Company's duty to discuss change

55.2.1 Where changes are proposed to be introduced as set out in subclause 55.1, the Company shall discuss with the affected employees and their nominated representatives if requested by the employees:

- a) the effects the changes are likely to have on employees
- b) measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and their nominated representatives in relation to the changes.

55.2.2 The discussions shall commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in sub clause 55.1.

55.2.3 For the purposes of such discussion, the Company shall provide in writing to the employees and their nominated representatives, all relevant information about the changes including:

- a) the nature of the changes proposed
- b) the expected effects of the changes on employees; and
- c) any other matters likely to affect employees.

55.2.4 Provided that the Company shall not be required to disclose confidential information, of which the disclosure would be contrary to the Company's interests.

55.3 Change to regular roster or ordinary hours of work

55.3.1 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.

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

- 55.3.3 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.
- 55.3.4 As soon as practicable after proposing to introduce the change, the Company must:
- a) discuss with the relevant employees the introduction of the change; and
 - b) for the purposes of the discussion, provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the Company reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the Company reasonably believes are likely to affect the employees; and
 - c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 55.3.5 The Company is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 55.3.6 The Company must give prompt and genuine consideration to matters raised about the impact of the change by the relevant employees.
- 55.3.7 In this clause, relevant employees mean the employees who may be affected by a change referred to in sub clause 53.3.1.
- 55.3.8 This clause operates subject to any specific provisions of this Agreement relating to changes to rosters or ordinary hours of work.

55.4 Representative Consultative committee

- 55.4.1 There will be a Consultative Committee held between the Company, employees and their nominated representatives. The committee shall be a forum for the discussion of matters that affect the Company and all employees, such as major proposed workplace changes.
- 55.4.2 There will be a joint Consultative Committee held between the Company, employees and their nominated RTBU Delegates. The Company with the committee has the responsibility of establishing the rules and governance of the committee, which may be amended from time to time.
- 55.4.3 The Consultative Committee will be a single committee with leaders and delegates from each depot.
- 55.4.4 The Consultative Committee will meet four times a year with at least one meeting in person.

56 DISPUTE SETTLING PROCEDURE

- 56.1 This procedure shall be used to resolve workplace disputes, including disputes about any matters arising under this Agreement, any matters relating to the National Employment Standards, and any dispute under clause 9 of the Deed dated 22 November 2024 (Deed) between the Company and the RTBU while the Deed is in operation, save that:
- 56.1.1 a dispute referred under the Deed will commence at the step in clause 56.3 of this clause;
 - 56.1.2 the Deed is not a term of or incorporated into the Agreement.
- 56.2 **Dispute settling steps**
- 56.2.1 In the event that an employee(s) has a problem which is likely to cause conflict, it shall be raised in the first instance by the employee(s) with the appropriate supervisor.

- 56.2.2 If the matter is not resolved, the matter may be raised by the employee(s) and/or the employee(s) representative with more senior levels of management. In taking the dispute to this stage the employee(s) shall set out the issues in dispute using the Notice of Dispute Form at Appendix 8 of this Agreement.
- 56.3 If the dispute remains unresolved after the procedures specified in subclause 56.2 have been concluded, 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.
- 56.4 After a dispute is referred to the FWC in accordance with subclause 55.3, the Company must not implement the disputed changes until the conciliation conference has been completed.
- 56.5 The Company or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 56.6 While the dispute resolution procedure is being followed work must continue in accordance with this Agreement and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the Company to perform work that is safe and appropriate for the employee to perform.
- 56.7 The ultimate terms of the settlement of the dispute shall not be affected in any way, nor shall the rights of any person involved in the dispute be affected by or prejudiced by the fact that normal work has continued without interruption.
- 56.8 The commitment by the parties to this process represents a joint recognition that the dispute avoidance and settlement procedure is a key feature of this Agreement. After each of the steps in subclause 56.2 is completed, there is a 48 hour cooling off period between each step.

57 WORKPLACE DELEGATES RIGHTS

- 57.1 The Company recognises the role of workplace delegates consistent with the requirements of the Act and will permit such delegates to perform their role without discrimination. The Company recognises that a union covered by this agreement may have workplace delegates in the workplace.
- 57.2 In this clause 57, “eligible employees” means members and persons eligible to be members of the delegate’s organisation who are employed by the employer in the enterprise.
- 57.3 Workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.
- 57.4 An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.
- 57.5 The Company recognises that workplace delegates represent the industrial interests of eligible employees at the workplace who wish to be represented by the workplace delegate and will be allowed reasonable time to attend to workplace matters on behalf of eligible employees. Workplace matters include:
- 57.5.1 Consultation about major workplace change;
 - 57.5.2 Consultation about changes to rosters or hours of work;
 - 57.5.3 Resolution of disputes;
 - 57.5.4 Disciplinary processes;

57.5.5 Enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining.

57.5.6 Any process or procedure within an award, enterprise agreement or policy of the Company under which eligible employees are entitled to be represented and which concerns their industrial interests.

57.6 Workplace delegates must advise their supervisor prior to attending to any such matters.

Communication with Eligible Employees and Access to Workplace Facilities

57.7 A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests. This includes discussing membership of the delegate's union and representation with eligible employees.

57.8 The delegate may communicate with employees during working hours or work breaks, or before or after work.

57.9 To allow delegates to perform their role, the Company will allow workplace delegates reasonable access to telephone, photocopying, Scanning, email, WIFI, and any other app or electronic communication the company uses to communicate or distribute information to its employees.

57.10 The Company will provide:

57.10.1 a lockable notice case to be used by workplace delegates for posting formal notices which may include notices from a union covered by this agreement, signed off by the representative/s and or a Union official of a union covered by this agreement.

57.10.2 a lockable filing cabinet or other secure document storage area; and

57.10.3 will make available a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees

57.11 The Company is not required to provide access to or use of a workplace facility under clauses 57.9 and 57.10 if:

57.11.1 the workplace does not have the facility;

57.11.2 due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or

57.11.3 the Company does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

57.12 The use of resources by a workplace delegate will be subject to the delegate complying with the prevailing company policy provisions (which shall not impose unreasonable restriction on the operation of this sub clause).

58 WORKPLACE RELATIONS TRAINING

58.1 It is recognised by the Company that where appropriate, unions covered by this agreement will identify appropriate training course content and ensure that all training of this content is delivered by appropriately qualified trainers to appropriate workplace delegates. Unions covered by this agreement will fund all costs associated with the development and delivery of that specific workplace relations training programmes.

58.2 Delegates will initially be provided up to 5 days of paid time during normal working hours for initial training and at least 1 day each subsequent year, to attend training related to representation of the industrial interests of eligible employees.

- 58.3 Delegates or the Union will apply for such leave at least 5 weeks in advance (unless a shorter period is agreed), and the company must advise at least two weeks prior to the leave whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- 58.4 In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
- 58.4.1 Any time provided under this clause will be paid at the Hourly Rate, equivalent to what the delegate would have earned if not absent from work.
- 58.4.2 Leave without pay may be granted on special occasion for additional training.

59 WORKPLACE DELEGATES CONFERENCE ATTENDANCE

- 59.1 Workplace delegates will be entitled to reasonable unpaid time off to attend meetings, congresses and conferences, including those that may be arranged by a union covered by this agreement subject to operational constraints. Workplace delegates seeking such leave are required to give two (2) weeks notice and the Company will not unreasonably refuse to approve such leave.
- 59.2 Special paid leave, at the Hourly Rate, will be granted to employees of the Company for the time they would have been performing their rostered hours if the employees:
- 59.2.1 are elected as a workplace delegates; or,
- 59.2.2 are elected through the Australian Electoral Commission as workplace delegates of a union which is covered by this Agreement,
- to attend the Union's National Council, National Executive, Branch Council, Branch Executive or Divisional Committee meetings, or an otherwise equivalent.
- 59.3 The special paid leave will be available subject to operational requirements and approval and will not be unreasonably withheld. To be eligible for special paid leave, the employee:
- 59.3.1 is required to apply for leave at least four (4) weeks prior to the meeting; and,
- 59.3.2 is required to provide documentary evidence, signed by either an appropriate authorised Officer or the appropriate authorised officer of the Union which is covered by this agreement, that they are either an elected workplace representative or elected workplace representative of the Union and are required to attend the meeting. This documentation must also include the duration of the meeting.

60 EXERCISE OF ENTITLEMENTS UNDER CLAUSE 57, CLAUSE 58 AND CLAUSE 59

- 60.1 A workplace delegate's entitlements under clauses 57, 58 and 59 are subject to the conditions that the workplace delegate must, when exercising those entitlements:
- 60.1.1 comply with their duties and obligations as an employee;
- 60.1.2 comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
- 60.1.3 not hinder, obstruct or prevent the normal performance of work; and
- 60.1.4 not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- 60.2 Clause 57 does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.

- 60.3 Clause 57 does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.
- 60.4 The Company will not:
- 60.4.1 unreasonably fail or refuse to deal with a workplace delegate; or
 - 60.4.2 knowingly or recklessly make a false or misleading representation to a workplace delegate; or unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or Clause 57.

61 ENTERPRISE BARGAINING PREPARATION

- 61.1 After Company issues the notice of employee representational rights, the Company will approve two days off without loss of pay (15.2 hours at the Hourly Rate) for employees who are nominated union delegates. The Company and the union will agree on a schedule which minimises the impact to the operations. Upon a written request from the union, the Company shall approve the release of a reasonable number of employees who are nominated union delegates for the purpose's enterprise agreement bargaining preparation.

62 LOCOMOTIVE IN-CAB TRAIN SAFETY RECORDINGS

- 62.1 The Company agrees that it will not operationalise In-Cab Train Safety Recorders over the term of this Agreement unless required under law, in which case the installation and use of the In-Cab Train Safety Recorders, and access to the In-Cab Train Safety Recordings, will be in accordance with the relevant law.
- 62.2 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.
- 62.3 This clause does not prevent the Company from using other recordings including data recordings, or recordings of radio and phone communications eg. Train Health or other data collection systems.
- 62.4 For the avoidance of doubt, the law referenced in this clause is not incorporated into the Agreement.
- 62.5 In this clause:
- 62.5.1 'In-Cab Train Safety Recorder' means an inward facing recording device that can make audio or video (or both audio and video) recordings that is installed in the driver's cab of a train for the purposes of making an In-Cab Train Safety Recording.
 - 62.5.2 'In-Cab Train Safety Recording' means a recording made by an In-Cab Train Safety Recorder consisting of (or mainly of) any sounds and images, or any combination of sounds and images, of the activities carried out by rail safety workers in the driver's cab of a train in relation to the operation of the train.

PART 7 – DRIVER ONLY OPERATIONS

63 IMPLEMENTATION OF DRIVER ONLY OPERATIONS

- 63.1 The parties agree that, subject to Regulator requirements, DOO is an operational option for the Company, provided that DOO is implemented in accordance with implementation and operational requirements and consistent with relevant regulations, standards and operating procedures. Where operational procedures are proposed to be changed all affected parties will be involved in the change process.
- 63.2 The parties acknowledge that a range of previously agreed provisions govern the development and implementation of DOO. These are attached at Appendix 4 and Appendix 5 of this Agreement.
- 63.3 The parties further acknowledge that some provisions may not be applicable to the situation where DOO is being considered. The process for undertaking the implementation of DOO will include the Company SHE Committee considering the requirements outlined in Appendix 5 and Appendix 6. Where the consultative process does not result in agreement, the Dispute Settling Procedure may apply. This clause is not intended to alter the intent of the requirements in Appendix 5, but rather to recognise that future changes in requirements and technology may cause the requirements outlined in Appendix 4 or Appendix 5 to be deemed obsolete or inferior.
- 63.4 The Company may continue to introduce driver only shunting, local and mainline duties across its operations where safeworking regulations allow.
- 63.5 Where DOO is already operational in the Company, it will continue to operate in accordance with the procedures in place at the commencement of this Agreement.

PART 8 - SIGNATORIES

SIGNATURES

Signed for and on behalf of Interail Australia Pty Ltd and Aurizon Operations Limited



Signed

Date 16 /12 /2024

Name: David Wright
Position: General Manager Bulk East
Address: 94 – 126 Brookhouse Street, Stuart, Queensland 4811

Signed for and on behalf of the employees of Interail Australia Pty Ltd and Aurizon Operations Limited covered by this Agreement



Signed

Date 18 /12 /2024

Name: Alex Claassen

Position: National Secretary

Address: Suite 5.01, Level 5, 377-383 Sussex St, Sydney, NSW, 2000

APPENDIX 1 - ROSTERING GUIDELINES AND PRINCIPLES

1. INTRODUCTION

- (a) The Rostering Principles contained within this agreement are based on operational requirements which best allows the allocation of work to meet customer demand. This will be undertaken in a fair and equitable manner to ensure employee utilisation.
- (b) In developing rosters, The Company will consider the following:
 - i. Occupational Health and Safety and specifically fatigue management principles.
 - ii. Maintenance of qualifications.
 - iii. Quality of work.
 - iv. Relevant conditions of employment.
 - v. Duty of care obligations.
 - vi. Optimal staff productivity; and
 - vii. Fair working for the Employees.
- (c) Rosters should be forward rotation with the clock.
- (d) Employees except for casuals will be allocated a Permanent line and will rotate through the lines in a roster.
- (e) Rosters will be Forecast or Blank line. A forecast roster may include blank lines as part of the establishment of the master roster.

2. CONSULTATIVE ROSTERING PROCESSES

- (a) The Company will consult with affected employees in the development or modification of the rosters as per Clause 55.3.
- (b) The Company may change master roster/s no more than 4 times in a 12-month period subject to sub clause 2(c) of Appendix 1. Changes to the master roster shall be arranged through consultation. Twenty-eight days' notice is required prior to implementations of changes to the master roster. The calculated number of master roster changes will not include changes that are required due to network shutdowns.
- (c) For existing Depots an additional master roster change may be permitted in a 12 month period in consultation with employees and representatives where significant commercial growth occurs.
- (d) Significant growth means the addition of new contracts or growth in existing contracts which can only be effectively and efficiently accommodated at that Depot with a new master roster.
- (e) A change in a master roster means where a master roster changes the Rostered Day Off pattern of an existing master roster.

3. FORECAST ROSTERS

- (a) The Company will maximise the amount of Forecast Rostering where business and operational requirements make it practical to do so.
 - (b) Forecast Master Roster - means a roster that has known workings including sign on / sign off times, job and train numbers, shift lengths and any barracks workings, including RDOs
-

- (c) Hours are to be equalised out over the hours of the Roster Cycle
- (d) Forecast Working Roster - means a roster which will more closely reflect the actual operational requirements of the business considering, customer needs, staffing levels and leave requirements. A Forecast Working Roster is only applicable in depots where a Forecast Master Roster is in operation.
- (e) The completed Forecast Working Roster will be published and sent electronically to employees no later than 16:00 hours 7 days in advance of the day the roster commences. The forecast working roster will confirm allocation of work, sign on times and shift length for the week.
- (f) After the Forecast Working Roster is posted and a subsequent change is required, this can only occur within the Lift up or Lay back thresholds when applied to the original shift, unless agreed by the employee.
- (g) A Daily Working Roster will be posted before 16:00 hours each day which will reflect any changes as agreed by the employee.
- (h) Subject to subclause 3 (g), lift up and lay back will apply to the posted Forecast Working Roster.

4. BLANK LINE ROSTERS

- (a) A Blank Line Master Roster will be developed at Depots where there is no known work. The master roster shall be permanently available indicating all RDOs.
- (b) Employees will be rostered an average of nine Ordinary Hour shifts per fortnight across the roster cycle. Where requested by the Company an employee may agree to work more Ordinary Hour shifts in a roster cycle.
- (c) A Weekly Blank Line Indicative Roster will be developed for the upcoming week. This will show indicative sign on times and barracks workings at least one day prior to the commencement of workings.
- (d) The Daily Blank Line Roster allocates employees to work lines and adjusts the work to accommodate additional trains, cancelled trains, planned leave and / or any other issue known at the time of posting the Daily Roster.
- (e) The Daily Blank Line Roster will be made available and sent to employees electronically by no later than 1600 each day. This will confirm the allocation of work and sign on times for all shifts for the following day and up to 0600 the subsequent day, including barracks working.
- (f) Lift up and lay back will apply after posting of the Daily Roster.

5. ROSTER SUSPENSION (Forecast Rosters Only)

- (a) Network Availability - The Forecast Working Roster for depots with forecast work may be suspended for scheduled Network shutdowns, customer maintenance outages or anything which affects the availability of the Network. Where Aurizon is aware of a shutdown at least 6 months in advance of the shutdown occurring, then Employees will be provided with 6 months' notice of the shutdown. Where Aurizon is aware of a shutdown less than 6 months in advance of the shutdown occurring, then Employees will be notified of the shutdown as soon as reasonably practicable after Aurizon becomes aware of the shutdown.
- (b) For the Period of the Shutdown, the Forecast Working Roster with alternative working will be posted with at least 7 days' notice.

APPENDIX 2 – ACCOMMODATION STANDARDS

2.1 Accommodation Inspection

- (a) All intended accommodation will be first inspected well in advance where possible by the local representative to engage and inspect the facility. The selection of accommodation will be made in consultation and with the best endeavours to meet the standards below.

2.2 Accommodation Standard

- (b) Minimum Accommodation Standards for Company Employees General Standards
- The accommodation will be in a quiet location.
 - Every attempt will be made to prevent external noise or noise from adjacent rooms impacting upon the occupant's ability to sleep at any time of day or night.
 - Every attempt will be made to have the accommodation within easy walking distance to the sign on point or transport must be provided.
 - The allocated rooms must be available at all times for the duration of the stay.
 - Rooms must be cleaned and serviced after each use.
 - Reverse cycle air conditioning with individual adjustment for each room.
 - Hot and cold running water.
 - Power points to be provided, including in bathroom.
 - Windows with blinds or drapes (black out type) to exclude daylight. (Not required if design of building removes the ability of external light to reach sleeping area by other means).
 - Key security.
 - Cleaning & Privacy.
 - The Management of the establishment must ensure cleaning staff and maintenance operations are precluded from entering any area where Train Crews may be sleeping during normal daytime hours. This can include (but is not limited to) appropriate signage, physical barriers, and/or nominated "quiet" areas.
- (c) **Meals and Cooking Facilities**
- All employees are entitled to partake of hot, cooked meals at any time during their absence from their homes.
 - Barracks and Hotels / Motels will make the best endeavours to have options for 24-hour cooking.
- (d) **Alternative Meal Arrangements:**
- Rooms must also have a microwave oven, toaster, tea/coffee facilities.
 - As an alternative, if the employer can arrange access to cooking facilities at either a central location at the accommodation, or arrange access to the kitchen at the accommodation, this may be acceptable following consultation with workplace representatives.
- (e) **Sleeping Quarters must contain:**
- The bed must be no less than a King size single or double bed ensemble (long type).
 - A Spare pillow & blanket.
 - A Wardrobe for hanging clothes.
 - A Refrigerator.
 - A Colour TV.

- Table and chairs in individual rooms.
 - Ensuite bathroom/toilet facilities (separate soap for the washbasin and shower).
 - Separate ensuite bathroom/toilet facilities must be available for each occupied bedroom.
 - Sanitary disposal unit.
 - Clean towels (bath, hand and floor mat) and fresh linen are to be supplied for each use.
 - Fire Safety Systems/Equipment/Alarms
- (f) At remote or regional locations that cannot meet all of the above standards, the Company will engage with the employees affected to secure the most suitable accommodation available.

APPENDIX 3 - PUSH-PULL OPERATIONS - TERMS & CONDITIONS

2.1 3 Person Push-Pull Operations

- (a) These terms and conditions are regarded as the conditions peculiar to three person Push-Pull Operations.
- (b) Three person Push-Pull Operations shall be crewed by at least two qualified drivers. A qualified driver must be on the front and rear locomotive at all times. The third person shall be suitably qualified in systems of relevant state safe working for the route and will travel on the lead locomotive in the direction of movement.
- (c) There must be clear and concise communications between the front and rear locomotives at all times.

2.2 2 Person Push-Pull Operations

- (a) These terms and conditions are regarded as the conditions peculiar to two person Push-Pull Operations.
- (b) Two person Push-Pull Operations shall be crewed by two DOO qualified drivers.
- (c) There must be clear and concise communications between the front and rear locomotives at all times.
- (d) All locomotives must be approved DOO Mainline locomotives.

2.3 In the event of disagreement the Dispute Settling Procedure will apply.

APPENDIX 4 - DRIVER ONLY OPERATIONS

4. DRIVER ONLY OPERATIONS (DOO)

- 4.1 The Company may only introduce driver only shunting, local and mainline duties within their operations where safe working regulations allow.
 - 4.2 The Company will facilitate involvement by the employees and their representatives wherever the Company wishes to introduce DOO.
 - 4.3 DOO shall be a rostering and operational option whenever DOO conditions are satisfied and agreed. In particular:
 - (a) Hours of Work (Clause 27);
 - (b) 100% on and off train communications, with all operators, operating over the Corridor having compatible communications;
 - (c) Emergency call function, direct to Train Control;
 - (d) Driver Only locomotives that are of the standard outlined in Appendix 5 – DOO Cab Standards of this agreement;
 - (e) Accreditation by the relevant regulators and track owners for infrastructure, communications, and safe working arrangements applicable to Driver Only Operations;
 - (f) Operating procedures applicable to Driver Only Operations;
 - (g) Emergency procedures applicable to Driver Only Operations;
 - (h) End of Train monitoring Device, as mandated by the appropriate Rail Safety Authority;
 - (i) Penalty Brake application alarm to Train Control;
 - (j) Deadman device technology as mandated by the appropriate Rail Safety Authority.
 - 4.4 Mainline Work
 - (a) The minimum amount of time spent in barracks (or rest away from home) for DOO mainline shifts will be 10 hours.
 - (b) Start times for shifts should be held constant over a run of consecutive shifts during a week where possible. Where it is not possible shift start times should move in a forward direction. Local, relief, available and shunt shifts, where practical, are to be rostered to intervene between DOO shifts.
 - (c) Any one week (i.e. one line of the roster) containing mainline DOO shifts shall not exceed 40 hours.
 - (d) Rosters for mainline DOO shall be based on the timetabled train running time.
 - (e) The hours of operation for DOO shall be subject to the consultative process as prescribed in this agreement and industry fatigue management principles.
 - 4.5 DOO Implementation
 - (a) The parties agree to a staged implementation of driver only mainline operations within the Company's operations. The parties recognise the need for local driver depots to be involved in all aspects of the implementation.
 - (b) There shall be no forced redundancies or relocations as a result of the introduction of Driver Only Operation.
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- (c) DOO shunting will be implemented at all sites in accordance with this Agreement.
 - (d) DOO mainline relief will be implemented in all corridors, in accordance with this Agreement.
- 4.6 Procedures for Tests and Trials of Driver Only Operated Trains
- (a) The procedures are as follows:-
 - i. Total involvement of employees and their representatives.
 - ii. DOO Tests are conducted by taking a normal train with its full crew, and picking a location and time where a fault is simulated in order to test a specific procedure. For the test the train goes to DOO mode, and one crew member carries out the procedure being tested. When concluded the train reverts to normal operation.
 - iii. Corridor DOO Tests are conducted by running a normal train under DOO conditions through a corridor or nominated section/s. The local DOO committee shall determine that, when the test is conducted, the second person accompanies the test driver in the leading cab, trailing cab or following the test train in a motor vehicle. Should any operational incident arise the test is then cancelled and the working reverts to (normal) two driver operation.
 - iv. Agreement to be reached by the local DOO committee on DOO relief points, test and trial locations and sections.
 - v. Ensure all urban and regional emergency services, personnel (SES, CFA, police etc) are aware of and accept the agreed procedures relating to emergencies.
 - vi. That there is clear and unimpeded track access for emergency services on all DOO corridors.
 - vii. Signal sighting committees to be established with their terms of reference being to ensure:
 - all signals can be clearly seen from the driving seat;
 - all speed limits can be clearly seen from the driving seat;
 - all level crossings can be clearly seen from the driving seat;
 - no obstructions (such as branches, awnings, cuttings, curves etc.) to drivers views.
- 4.7 The local DOO / rostering committee will monitor and review the fatigue management issues.
- 4.8 Fatigue management is recognised as a critical factor with DOO, and all depot rosters and DOO shifts, in particular, will be examined for incidents and levels of fatigue and dealt with through the roster variation process.
- 4.9 The Company will introduce a "Living with Shiftwork" training and education program.
- 4.10 DOO may be employed for both rostered and unrostered duties such as shunting, local and trip working, stabling and preparing locomotives, mainline relief of late running trains and any other operational circumstances that meets DOO conditions.
- 4.11 Driver Only local working / shifts are not to be performed in situations / locations where the driver may become isolated, and thus place himself / herself in a potentially unsafe situation

APPENDIX 5 - DOO CAB STANDARDS

DRIVER ONLY OPERATION CAB STANDARDS ON LOCOMOTIVE HAULED TRAINS

The following minimum standards are to apply in Locomotive Cabs operating in DOO Mode. The standards below may be upgraded through consultation.

- 1) Vision — The locomotive must have a lower profile nose with at least 180 degrees visibility.
 - 2) Windscreens/Side Windows — The windscreens shall comply with the latest BRB Specification 566-1989 for High Impact Windscreen Type 1, and shall comply with certification regulation of US FRA code 49 part 223 type (i), safety glazing material with respect to large objects impact test and ballistic test. They shall also be fitted with an in built demister. All side windows shall comply with the strength requirements detailed in FRA type test II, A and B. All side windows shall be tinted with a minimum light/heat transmission of 35%.
 - 3) Current locomotive cab noise levels are to be reduced to the standard set below.
All new and rebuilt locomotives are not to exceed 81dba on non vestibule type locomotives. Vestibule type locomotives are not to exceed 75dba. Noise level readings are to be taken at the driver's ear position with all equipment operating in the cab, windows closed and the main horn operating.
 - 4) Coupler lights are to be fitted on "A" and "B" ends with a switch mounted on either corner of the locomotive.
 - 5) Radio equipment and positioning are to be by agreement with the relevant State Locomotive Division of the RTBU.
 - 6) New seating type to be provided — Bremsby Grammer FA 416 AW, or an alternate where agreed to between the parties.
 - 7) Rear vision mirror demister type fitted.
 - 8) Air conditioning to be provided with the controls near the driver.
 - 9) A fridge is to be provided.
 - 10) Fluorescent cab lighting is to be provided.
 - 11) The vigilance control timing cycle for Driver Only is 60 seconds before a penalty brake application occurs. Cancelling the V.O is either through the button, throttle/dynamic brake movement, or operation of air brakes.
 - (a) The timing cycle is 50 seconds/ 5 seconds flashing lights/ 5 seconds flashing lights and alarm, then penalty brake, 60 seconds in total.
 - (b) The change over switch is to be positioned close to the driver.
 - (c) If after a penalty brake application the brake is not reset in two minutes, an emergency call on the train radio is to be initiated to Control.
 - (d) Alternatively a variable timing and or task linked system will be installed following the consultative process.
 - 12) Deadman Technology as mandated by the appropriate Rail Safety Authority.
 - 13) All cab windows to be fitted with blinds. Positive notching type and silver backing.
 - 14) A shadow board and DOO equipment box is to be provided.
 - 15) Fit ditch (fog lights) lights (low visibility lights) to the Section 13 standard.
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- 16) AM and FM radio and CD player is to be provided.
- 17) Upgrade hot plate and provide toaster rack
- 18) Provide dynamic brake cut out switch.
- 19) Provide a circuit breaker for the dynamic brake rheostat.
- 20) Whistle cords are to be replaced with a toggle joystick type.
- 21) 350 watt headlights are to be fitted.
- 22) Provide headlight / ditch light failure indicator lights LED type.
- 23) Windscreen wipers controls are to be provided so that when operating in DOO mode all forward wipers/washers can be operated simultaneously. When in two person operation train wipers are still able to be operated individually.
- 24) Door locking is to be provided by the wedge type door handles.
- 25) In cab Fuel level indicator is to be provided.
- 26) Handrails are to be provided on the catwalks of all narrow car body type locomotives.
- 27) Countdown feature is to be provided in 10 metre increments for train length.
- 28) Marker lights are to be changeable from the cab.
- 29) Gauge panels mounted on top of existing control stands are to be removed and all associated equipment to be relocated into a new dash panel construction in front of the driver so as to keep the 180 degree visibility.
- 30) Cab heaters must be a minimum of a 100 watt at each location in the cab, be fan assisted and have switching for low, medium and high.
- 31) A kettle is to be provided in the cab in a secure location and free from rattles.
- 32) Timetable clip and light is to be provided.
- 33) Jumper cables are to be semi permanently mounted at each end of the locomotive.
- 34) End of train monitoring is to be provided, as mandated by the appropriate Rail Safety Authority.
- 35) Traction motor cut out switch is to be provided on main line locomotives.
- 36) Quick response throttles are required on shunt locomotives.
- 37) A sonar alert is to be provided in place of all clacker bells (alarm bells).
- 38) All locomotive cabs are to be equipped so they can be locked when left unattended.

APPENDIX 6 - CLASSIFICATIONS

Definition: In this Appendix “current drivers licence” means a full motor vehicle driver’s licence permitting the employee to drive a motor car in the State or States in which the employee might be required by the Company to drive in the course of the employee’s duties.

Classification	Primary Objective of Role	Responsibilities	Qualifications
Rail Operations			
Trainee Driver	The primary objective of this position is to undergo necessary training to satisfy regulatory requirements to take an active role in Train Crew operations.	<ul style="list-style-type: none"> Operate motor vehicles. General labouring duties. Assist tradespersons. Cleaning/sanding of locomotives, including cabs. Locomotive provisioning and marshalling of locomotives for service Answer telephones. Data entry. Promote and contribute to customer service. Act as a signalperson, where trained to do so. Door inspections. Conduct roll by Assist in the recovery of rollingstock following derailments etc Successfully complete training to progress to Second Person. 	<p>Mandatory</p> <ul style="list-style-type: none"> Hold current drivers licence. <p>Additional qualifications required for progression to Second Person</p> <ul style="list-style-type: none"> Hold Network rules in all systems of Rail Safeworking in the State which they are working. Safeworking in Yard Operations. Shunting Procedures. Radio Protocol. Load and Secure Procedures. Dangerous Goods. Locomotive provisioning course. GX or FX2 qualifications. Certificate of competence Second Person duties.
Second Person	The primary objective of this position is to take an active role in Train Crew operations.	<ul style="list-style-type: none"> Undertake responsibilities of Trainee. Perform shunting operations. Locomotive observer assisting operators in shunting and marshalling trains. 	<p>Mandatory</p> <ul style="list-style-type: none"> Hold current drivers Licence. Hold Network rules in all systems of Rail Safeworking in

Classification	Primary Objective of Role	Responsibilities	Qualifications
		<ul style="list-style-type: none"> • Examine wagons for defects and examine and certify trains as ready for departure where qualified. • Undertake repairs to rolling stock and minor repairs to locomotives and daily checks where qualified. • Undertake line haul work as a second crew member. • Clerical tasks. • Load and unload trains. • Successfully complete training to progress to Driver in Training. 	<p>the State which they are working.</p> <ul style="list-style-type: none"> • Safeworking in Yard Operations. • Shunting Procedures. • Radio Protocol. • Load and Secure Procedures. • Dangerous Goods. • Locomotive provisioning course. • Certificate of competence Second Person duties. <p>Additional qualifications required for progression to Driver In Training</p> <ul style="list-style-type: none"> • Diesel Engine and Air Braking systems certificate. <p>Desirable</p> <ul style="list-style-type: none"> • FX1 train examination. • Certificate III in train operations.
Driver In Training	The primary objective of this role is to achieve train operation competencies and meet route knowledge requirements	<ul style="list-style-type: none"> • Undertake responsibilities of Second Person. • Driving/operation of locomotive/s for the purposes of shunting and/or marshalling of trains in all locations associated with Home Location. • Driving and operation of locomotives under the supervision of a Locomotive Driver or Driver Trainer. • Daily locomotive checks. • Supervise shunting operations. 	<p>Mandatory</p> <ul style="list-style-type: none"> • Hold all qualifications for Second Person. • Diesel Engine and Air Braking systems certificate. • GX or FX2 qualifications. <p>Additional qualifications required for progression to Locomotive Driver.</p>

Classification	Primary Objective of Role	Responsibilities	Qualifications
		<ul style="list-style-type: none"> • Conduct minor repairs to locomotives. • Refuel/provision locomotives. • Supervise Trainees and Second Person as required. • Promote and contribute to customer service. • Successfully complete training to progress to Locomotive Driver. 	<ul style="list-style-type: none"> • Mainline route knowledge and qualified on at least one mainline route associated with Home Location. • Certificate of Competence as Locomotive Driver. <p>Desirable</p> <ul style="list-style-type: none"> • FX1 train examination. • Certificate III in Train operations.
Locomotive Driver	The primary objective of this role is to perform train operation driving tasks	<ul style="list-style-type: none"> • Undertake responsibilities of Driver in Training. • Examine and certify trains as ready for departure. • Driving/operation of locomotive/s including line haul, shunting and marshalling in all locations. • Supervision and allocation of duties for Driver in Training, Second Person and Trainee. • Management of relief when required. • Single manning of locomotives where agreed and required • Undertake and complete training as necessary to obtain qualifications to fully carry out responsibilities. 	<p>Mandatory</p> <ul style="list-style-type: none"> • All qualifications for Driver in Training. • Certificate of Competence as Locomotive Driver. • Acquire and maintain qualification for all mainline routes associated with Home Location. • Certificate IV in Train Operations (subject to the provisions of Clause 21.5). <p>Desirable</p> <ul style="list-style-type: none"> • FX1 train examination.
Driver Trainer	The primary objective of this role is to train and assess new employees and, to assess existing Train Crews in their current train operation competencies and in their route knowledge requirements.	<ul style="list-style-type: none"> • Undertake responsibilities of Locomotive Driver. • Plan and deliver training sessions. • Review training and training gaps. • Plan and conduct assessments. 	<p>Mandatory</p> <ul style="list-style-type: none"> • Hold all mandatory qualifications for Locomotive Driver.

Classification	Primary Objective of Role	Responsibilities	Qualifications
		<ul style="list-style-type: none"> • Review assessments. • Assist to develop training modules. • Assist in incident investigations. • Maintain competency as Locomotive Driver. 	<ul style="list-style-type: none"> • Must have a Statement of Attainment for relevant units in Training & Assessment. <p>Desirable</p> <ul style="list-style-type: none"> • Certificate IV in Train Operations.
Yard Operations			
Trainee Freight Operator	The primary objective of this position is to undergo necessary training to satisfy regulatory requirements to take an active role in yard operations.	<ul style="list-style-type: none"> • Operate motor vehicles. • General labouring duties. • Assist tradespersons. • Cleaning/sanding of locomotives, including cabs. • Locomotive provisioning and marshalling of locomotives for service • Answer telephones. • Data entry. • Promote and contribute to customer service. • Act as a signalperson, where trained to do so. • Door inspections. • Conduct roll by. • Assist in the recovery of rollingstock following derailments etc • Successfully complete training to progress to Freight Operator. 	<p>Mandatory</p> <ul style="list-style-type: none"> • Hold current drivers licence. <p>Additional qualifications required for progression to Freight Operator</p> <ul style="list-style-type: none"> • Hold Network rules in all systems of Rail Safeworking in the State which they are working. • Safeworking in Yard Operations. • Shunting Procedures. • Radio Protocol. • Load and Secure Procedures. • Dangerous Goods. • Locomotive provisioning course. • GX or FX2 qualifications. • Certificate of Competence in Second Person duties where required.
Freight Operator	The primary objective of this position is to undertake rail yard operations.	<ul style="list-style-type: none"> • Undertake responsibilities of Trainee. • Perform shunting operations. 	<p>Mandatory</p> <ul style="list-style-type: none"> • Hold current drivers licence.

Classification	Primary Objective of Role	Responsibilities	Qualifications
		<ul style="list-style-type: none"> • Drive a forklift, truck or articulated vehicle with appropriate license as required. • Examine wagons for defects and examine and certify trains as ready for departure where qualified (GX /FX/AX type test). • Undertake repairs to rolling stock and minor repairs to locomotives and daily checks where qualified. • Undertake training as necessary to meet all required responsibilities. • Clerical tasks including stocktaking and ordering. 	<ul style="list-style-type: none"> • Hold Network rules in all systems of Rail Safeworking in the State which they are working. • Safeworking in Yard Operations. • Shunting Procedures. • Radio Protocol. • Certificate II in shunting or equivalent • Load and Secure Procedures. • Dangerous Goods. • Locomotive provisioning course. <p>Desirable</p> <ul style="list-style-type: none"> • Certificate of Competence in Second Person duties where required
<p>Freight Operator Trainer</p>	<p>The primary objective of this role is to train and assess new employees and, to assess freight Operators in their current competencies.</p>	<ul style="list-style-type: none"> • Perform the responsibilities as for a Freight Operator. • Conduct on job training as required. • Conduct assessment of competence. 	<p>Mandatory</p> <ul style="list-style-type: none"> • Hold the mandatory Qualifications as for a Freight Operator. • Must have a Statement of Attainment issued for the position recognised under the Australian Qualifications Framework. • Must have a Statement of Attainment for relevant units in Training & Assessment. <p>Desirable</p>

Classification	Primary Objective of Role	Responsibilities	Qualifications
			<ul style="list-style-type: none">• Certificate of Competence in Second Person duties where required.

APPENDIX 7 - NOTIFICATION OF DISPUTE FORM

Notification of Dispute or Grievance

To: _____ Date: _____

Insert Name of Manager to whom Notice is given

I hereby give notice that I wish to invoke the dispute settlement process in Clause 54 of the *Aurizon Bulk and Containerised Freight Enterprise Agreement 2023*. The details of this dispute are as follows:

The Decision/Issue I wish to dispute is:

The person who made the decision is:

The date the decision was made is (If known):

The reasons I wish to dispute the decision/issue are :

Your Name: _____

Position: _____

Signed: _____

Please Print Clearly

Your Work Location & Telephone Number

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2024/5163

Applicants: Aurizon Operations Limited and Interail Australia Pty Ltd

Undertaking – section 190

Aurizon Operations Limited and Interail Australia Pty Ltd (together 'Aurizon') give the following undertakings with respect to the *Aurizon Bulk and Containerised Freight Enterprise Agreement 2023 (Agreement)*:

Termination of employment

1. Clause 17.2.2 of the Agreement will not be used to withhold any entitlements owing to an employee under the National Employment Standards of the *Fair Work Act 2009 (Cth) (Act)*.

Compassionate leave

2. Compassionate Leave is also available in cases of stillbirth or miscarriage as provided by s.104(1)(b) and s.104(1)(c) of the Act.

Dispute Settling Procedure

3. Clause 56.2 will be applied by Aurizon on a basis which does not exclude or prevent the resolution of any dispute which is within the scope of clause 56.1.
4. In relation to a dispute within the scope of clause 56.1, clauses 56.2, 56.3 and 56.5 will be applied by Aurizon as if a reference to 'employee', 'employee(s)' or 'employee/s' included a reference to an employee organisation covered by the Agreement.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Employer name: Aurizon Operations Limited

Authority to sign: David Wright, GM Bulk East

Signature: 

Date: 14 February 2025

Employer name: Interail Australia Pty Ltd

Authority to sign: David Wright, GM Bulk East

Signature: 

Date: 14 February 2025

