



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Aurizon Operations Limited
(AG2021/8719)

AURIZON NSW COAL OPERATIONS ENTERPRISE AGREEMENT 2021

Rail industry

DEPUTY PRESIDENT COLMAN

MELBOURNE, 20 DECEMBER 2021

Application for approval of the Aurizon NSW Coal Operations Enterprise Agreement 2021

[1] Aurizon Operations Limited has made an application for approval of an enterprise agreement known as the *Aurizon NSW Coal Operations Enterprise Agreement 2021* (the Agreement) pursuant to s 185 of the *Fair Work Act 2009* (the Act). The Agreement is a single enterprise agreement.

[2] While the application is generally in order, the employees were not provided with the voting instructions or a copy of the agreement seven clear days before the vote. However, in all the circumstances, and having regard to the decision of the Full Bench in *Huntsman Chemical Company Australia Pty Limited T/A RMAX Rigid Cellular Plastics & Others*,¹ I am satisfied that these constitute minor procedural or technical errors for the purposes of s 188(2)(a), and that the employees covered by the Agreement were not likely to have been disadvantaged by the errors. As a result, I am satisfied that the Agreement has been genuinely agreed within the meaning of s 188(2) of the Act.

[3] The employer has provided a written undertaking, a copy of which is attached in Annexure A. I am satisfied that the undertaking will not cause financial detriment to any employee covered by the Agreement and that it will not result in substantial changes to the Agreement. The undertaking is taken to be a term of the Agreement.

[4] Subject to the undertaking referred to above, and on the basis of the material contained in the application and accompanying declaration, I am satisfied that each of the requirements of ss 186, 187, 188 and 190 as are relevant to this application for approval has been met.

[5] Pursuant to s 202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

¹ [2019] FWCFB 318

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

[7] The Agreement was approved on 20 December 2021 and, in accordance with s 54, will operate from 27 December 2021. The nominal expiry date of the Agreement is 10 November 2025.



DEPUTY PRESIDENT

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Annexure A

Written undertakings under section 190 of the *Fair Work Act 2009*

Aurizon NSW Coal Operations Enterprise Agreement 2021

Dear Registrar

Aurizon Operations Limited and Interail Australia Pty Ltd (collectively, Aurizon) hereby undertake the following in relation to the Aurizon NSW Coal Operations Enterprise Agreement 2021 (the **Agreement**):

1. Annual leave

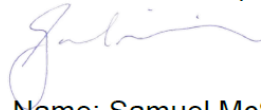
For the purposes of subclause 39.3.1 (i) of the Agreement, the reference to "in 7 days blocks" for the taking of annual leave will be read as can be 'any continuous' 7 day block.

Signed for and on behalf of
Aurizon Operations Limited



Name: Samuel McSkimming
Title: General Manager NSW & SEQ
Date: 3/12/2021

Signed for and on behalf of
Interail Australia Pty Ltd



Name: Samuel McSkimming
Title: General Manager NSW & SEQ
Date: 3/12/2021



Aurizon

NSW Coal Operations Enterprise Agreement 2021

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

NSW Coal Operations Enterprise Agreement 2021

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NSW Coal Operations Enterprise Agreement 2021

PART 1 – APPLICATION AND OPERATION

1 TITLE

- 1.1** The title of this Agreement is the Aurizon NSW Coal Operations Enterprise Agreement 2021.

2 COVERAGE

- 2.1** This Agreement covers and applies to Aurizon Operations Limited and Interail Australia Pty Ltd and any employees of the Company in New South Wales operations working in a classification contained in **Clause 63** of this Agreement.
- 2.2** This Agreement covers and applies to the ARTBIU provided that the requirements of s53 (2) (a) of the Fair Work Act 2009 have been met.

3 COMMENCEMENT

- 3.1** This Agreement will commence to operate seven days after it is approved by the Fair Work Commission. The nominal expiry date of this Agreement is 10 November 2025.
- 3.2** The Company commits to commencing the bargaining process for a replacement agreement six months prior to the nominal expiry date of this Agreement.

4 RELATIONSHIP WITH AWARDS, OTHER ENTERPRISE AGREEMENTS AND THE NES

- 4.1** This Agreement prevails over all Awards in their entirety. To the extent permitted by the Act this Agreement prevails over any other Enterprise Agreement in its entirety.
- 4.2** This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES 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.
ALTERNATIVE MASTER ROSTER	Means a roster where there are 14 appearances (shifts) over a four week Roster Cycle of 152 Ordinary Base Hours.
BASE REMUNERATION	Means an employee's remuneration for working an average 38 Ordinary Base Hours per week, including a flexibility premium for working shift work.
BASE REMUNERATION HOURLY RATE	Means an employee's Base Remuneration divided by 1976 Ordinary Base Hours.
COMPANY	Means Aurizon Operations Limited and Interail Australia Pty Ltd.
CPI	Means the annual percentage change in the Consumer Price Index, Australia, Weighted average of eight capital cities, All groups, produced by the Australian Bureau of Statistics, for the September quarter in the current year.
DAY IN LIEU	Means a day that an employee has elected to bank for working a public holiday, in lieu of the 7.6 hour Stand Alone payment as provided for in Clause 42.9 .

Term	Definition
DISTRIBUTED POWER	Means where there are two locomotive drivers operating the head locomotive(s) and a locomotive (which is not crewed) is distributed elsewhere in the train consist and is remotely controlled by a qualified locomotive driver on the lead locomotive.
DRIVER ONLY OPERATIONS (DOO)	Means a train operation where 1 locomotive driver is in control of the locomotive at any one time, with no other person present in the locomotive cab.
DRIVER ONLY SHUNT (DOS)	Means a train operation where one (1) locomotive driver is in control of the locomotive at any one time, with no other second person / driver present.
DUMP STATION DOOR INSPECTOR	Means a train operation where an employee performs the Task of monitoring the opening and closing of wagon doors at an unloading / loading facility. Only qualified employees can assist in the opening or closing of the wagon doors if the automated system fails to operate. This Task is not to be performed by the co driver / second person alighting from the train during the unloading / loading process.
EXCESSIVE SHIFT LENGTH	A Shift Length that exceeds the Shift Limits as described in Clause 27 .
EXTERNAL FORWARD FACING CAMERA	Means an external forward facing camera mounted in the locomotive capturing footage from outside the locomotive cab and not capturing any footage within the confines of the Locomotive cab.
FWC	Means Fair Work Commission.
HOME DEPOT	Means the employee's appointed operational base or temporary operational base if working away from home on temporary transfer.
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.
HUNTER VALLEY DEPOTS	Means the operational depots that support operations in the Hunter Valley and includes Newcastle, Antiene and Quirindi.
HUNTER VALLEY STANDARD MASTER ROSTER	Means a roster where there are a maximum of 8 appearances (shifts) over a two-week Roster Cycle of 76 Ordinary Base Hours. The Hunter Valley Standard Master Roster applies to Hunter Valley Depots only.
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; • Step-parent, step-sibling or half-sibling; • Immediate family also includes a Household Member as defined above.
LOAD / UNLOAD BIN OPERATOR	Means a train operation where an employee is required to perform the Task of operating a Load / Unload facility at any location for any part of their rostered shift. This Task is not to be performed by the co-driver / second person alighting from the train during the unloading / loading process.
LOCAL WORKING	Means a shift which does not involve a rest away from the initial sign on location.
NES	Means the National Employment Standards in the Fair Work Act 2009.
ORDINARY BASE HOURS	Means the hours worked by an employee. Ordinary Base Hours are an average of 38 hours per week over the Roster Cycle (or 1976 hours per annum).

Term	Definition
PRIMARY CAREGIVER	Means a person who assumes the principal role of providing care and attention to a child.
PRO RATA	In the context of part time employment means the proportion the part time employee's average weekly rostered hours bear to 38.
PROVISIONING	<p>Means a train operation where an employee performs the Task of Provisioning locomotives for the purpose of fuelling, sanding, and general cleaning confined to the Locomotive cab, including the toilet vestibule and any other Task associated with readying the locomotives for service in the network including Distributed Power Set Up / marshalling.</p> <p>The service, maintenance & repair of Locomotive lavatories are not a Task performed by Train Crew. A contractor will deep clean the Locomotive lavatories at each planned services.</p>
ROLL-BY INSPECTOR	Means a train operation where a qualified employee performs the Task of monitoring the movement of a train to ensure the integrity of the train is complete. This employee monitors the wagons for faults prior to entering the network or at a suitable time whilst on the network. This employee must report any faults found.
ROSTER CYCLE	Means the period over which the roster cycles. The Agreement provides for three different Roster Cycles. See definitions for Alternative Master Roster, Hunter Valley Master Roster and Wollongong Master Roster.
RTBU	Means Australian Rail Tram and Bus Industry Union.
SHIFT WORKER	<p>Subject to this Agreement means an employee:</p> <ul style="list-style-type: none"> • who is employed at a location in which shifts are continuously rostered 24 hours a day for 7 days of a week; and • who is regularly rostered to work those shifts; and • who is regularly rostered to work on Saturdays, Sundays and public holidays. <p>A Shift Worker under this Agreement is a Shift Worker for the purposes of the National Employment Standards.</p>
SHUNTING	<p>Is a train operation where a shunt plan is formulated to facilitate the marshalling of rolling stock.</p> <p>Note: A Complex shunt is where multiple movements of rolling stock under a shunt plan occur and this may include placement, movement or marshalling of locomotives.</p>
SERIOUS ACCIDENT OR INCIDENT	Means an accident or incident that is a sudden and unexpected event that involves a threat to life and can include elements of physical and emotional stress.
STAND ALONE	Means the hours paid that are not included in the calculation of Roster Cycle Hours. Payment of hours that stand alone are additional to the Base Remuneration.
TASK	Means allocated duties to an employee.
TIP SHIFT	Means the train operations at Antiene with Driver staying on train and second /co-driver performing the duties of bin operator.
TRAIN CREW	Means those employed in the Operations stream as described in Clause 63.1 of this Agreement.
WOLLONGONG STANDARD MASTER ROSTER	Means a roster where there are a maximum of 9 appearances (shifts) over a two-week Roster Cycle of 76 Ordinary Base Hours. Wollongong Standard Master Roster applies to the Wollongong depot only.

Term	Definition
"X" DAY	Means any day (other than a Rostered Day Off or an ordinary rostered shift) on which an employee is not rostered to commence a shift; but is rostered to complete a shift which commenced the previous day.

6 INTENT AND OBJECTIVES

6.1 Commitment to Service

- 6.1.1** The Company and employees acknowledge, it is critical to the Company's ongoing success that an increased level of business competitiveness is achieved through continuous improvement in operational reliability, provision of quality customer service and improved productivity.
- 6.1.2** As part of an on-going process for improvement in productivity and efficiency, consultation shall take place at the workplace level between the Company, the employees and the employee representatives (as set out in **Clause 53**).
- 6.1.3** A key part of this is the commitment of all parties to utilise and adhere to the dispute settling procedure set out in **Clause 54** of this Agreement.
- 6.1.4** The parties commit to providing continuity of service to customers and the parties will not engage in any industrial action which affects customer service for the period of operation of this Agreement set out **Clause 3.1** of this Agreement.

6.2 Employment Obligations

6.2.1 Employment Relationship

The employment relationship is based on:

- i. Mutual trust and integrity;
- ii. Shared responsibility to achieve Company goals;
- iii. Encouraging skill acquisition and personal development;
- iv. Effective consultation, communication and decision making; and
- v. Flexible working conditions that will take into account employee needs balanced against the Company's objectives.

6.2.2 Basic Responsibilities

The basic responsibilities of all employees are:

- i. To carry out work as directed, in accordance with their skills competency and training and in accordance with this Agreement including working reasonable overtime and shift work;
- ii. To comply with Company policies, practices or procedures as varied from time to time; and

- iii. To act with a duty of care as per the relevant legislation, policies, practices and procedures to safeguard each other and those that come into contact with at the workplace.

6.3 Commitment to Equity in the Workplace

6.3.1 Principles of Equity: The parties to this Agreement are committed to the principles of equity.

This means that they support:

- i. The creation of conditions whereby the Company utilises the skills and abilities of all employees to meet the needs of the Company;
- ii. The removal of unlawful discrimination from all employment practices;
- iii. Regards for the basic human right of each individual to be treated with respect and dignity;
- iv. The right of each employee to compete with others for positions on the basis of their skills, talents and capabilities and willingness and not to be denied fair selection appraisal or to be excluded during the process by inappropriate rules or attitudes; and
- v. The needs of Equal Employment Opportunities (EEO) target group members by recognising the impact of workplace conditions and practices upon them and taking measures to ensure they are not disadvantaged.

6.3.2 Diversity In Workplace: The employee and the Company agree to respect and value the diversity of the workplace by helping to prevent and eliminate discrimination at our workplace on the basis of race, sex, colour, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, transgender, religion, political opinion, national extraction or social origin.

PART 2 — CONTRACT OF EMPLOYMENT

7 CATEGORIES OF EMPLOYMENT

- 7.1** Employees shall be engaged in permanent employment, or fixed term categories of employment, on a full time, part time basis or as a casual. Employees shall not have their category of employment changed without their consent. Any agreed change shall be detailed in writing.
- 7.2** New employees, except short term casual appointments, shall be advised in writing of their category of employment and their Home Depot, prior to engagement.
- 7.3** Where permanent full time positions become available, preference will be given to suitable part time, casual or temporary fixed term employees who wish to be considered for appointment to these positions.

8 PROBATIONARY EMPLOYMENT

- 8.1** There shall be a probationary period of employment not exceeding six months for all new employees with the exception of casuals. During the probationary period the Company will assess

the skills and capacity of the employee, which will allow the Company and the employee to determine if they wish to continue with the employment relationship.

8.2 At the commencement of employment the Company shall inform new employees in writing of the duration of the probationary period.

8.3 Employees will undergo an induction and orientation program at the commencement of employment, during which time they will be familiarised with the Company, their work sites, the requirements of their position and be issued with a copy of this Agreement.

8.4 Termination by the Company

An employee may be dismissed with one week's notice (or payment in lieu of notice), before the end of the probationary period. An employee's employment may be terminated in accordance with this clause for reasons including (although not limited to):

Where the employee is:

- Unable to demonstrate the required skill or ability; and/or
- Demonstrates inappropriate behaviour; and/or
- Cannot satisfy the medical requirements for their position.

8.5 During the probationary period the Company shall discuss the Company's concerns relating to the employee's performance with the employee; and the Company shall give the employee an opportunity to improve his/her performance.

8.6 At any time during the probationary period an employee may terminate the employment relationship by giving one weeks' notice to the Company. The Company may agree to waive the employee's notice period.

8.7 During the probationary period should the employee demonstrate the level of skill, behaviours, ability and the medical requirements required for the position, the Company and employee may agree to cease the probationary period. The Company will then confirm in writing the employees engagement in one of the categories detailed in **Clause 7.1** of this Agreement.

9 EMPLOYMENT CATEGORIES

9.1 Full Time Employee

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

For the Standard Master Rosters an employee is engaged to work 76 Ordinary Base Hours per two-week Roster Cycle. For the Alternative Master Roster an employee is engaged to work 152 Ordinary Base Hours per four-week Roster Cycle.

9.2 Part Time Employee

9.2.1 A part-time employee is an employee who:

- is engaged to work an average of fewer than 38 hours and,

- Receives, on a Pro Rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
- Is engaged on a job share arrangement.

9.2.2 Before commencing part-time employment the employee and the Company must agree upon the number of average hours to be worked each week on which the employee will work (the agreed hours). A part time employee may agree to work hours in excess of the agreed hours.

9.2.3 The excess hours will be paid at the Base Remuneration Hourly Rate provided that where the average weekly hours worked in a Roster Cycle exceed 38 such hours will be paid at the appropriate overtime rate.

9.2.4 A part time employee will have their rostered days off posted in accordance with the provisions in **Clause 30.4** of this Agreement.

9.2.5 A part time employee will be paid the applicable Overtime rate where he / she works on a posted rostered day off and this time shall Stand Alone.

9.3 Casual Employee

9.3.1 A casual employee:

- (i) Is an employee paid by the hour, who works on an ad hoc basis.
- (ii) Will be paid a minimum shift length in accordance with **Clause 28** (Minimum shift provisions) for each shift at their applicable rate of pay as provided for in **Clause 64.9** of this Agreement.
- (iii) Will be paid on an hourly basis for all hours using the Base Remuneration Hourly Rate as detailed in **Clause 64.9** of this Agreement.

9.3.2 Except for the provisions in **Clauses 9.3.3** and **9.3.4**, a casual employee is not entitled to the benefits of Part 4 of this Agreement.

9.3.3 A casual employee is entitled to unpaid carer's leave, unpaid compassionate leave and long service leave, to be taken in accordance with **Part 4** of this Agreement.

9.3.4 A casual employee who has been employed on a regular and systematic basis for a sequence of periods of employment for at least 12 months is entitled to unpaid parental leave in accordance with **Part 4** of this Agreement.

9.3.5 A casual employee will be paid an additional loading of 25% in addition to the rates provided for in **Clause 64.9**.

9.3.6 Overtime, penalties and allowances shall be paid where the employee works in excess of the Roster Cycle Hours for a fulltime employee.

9.3.7 The Company shall attempt to utilise casual employment only when operational requirements make it impracticable to utilise permanent employees.

9.3.8 The parties to this Agreement shall review the employment arrangement no more frequently than every six (6) months at a casual employee's request. The Company shall convert the position to a permanent part time or full time position where the employee is

considered suitable and it is reasonable to do so. The Company will outline the reasons for declining any such conversion to the employee in writing.

9.4 Fixed Term Employee

9.4.1 A fixed term employee is engaged on a full time or part time basis for a defined period or Task, which may be subject to change/extension by agreement of the parties. Where practicable, the length of time for the fixed term defined period shall not normally be more than 12 months.

9.4.2 A full time fixed term employee is entitled to all the benefits in **Part 4** of this Agreement, while a part time fixed term employee will be entitled to the **Part 4** benefits on a Pro Rata basis. Pro Rata will be calculated on an hourly basis using the Base Remuneration Hourly Rate in **Clause 64.9** of this Agreement.

9.5 Labour Hire

9.5.1 The parties recognise the importance of maintaining and improving the job security of employees.

9.5.2 The Company will ensure as far as reasonably practicable that, when engaging contract labour via a labour hire company:

- i. The labour hire company can meet its employment obligations to the contract labour; and
- ii. The contract labour of the labour hire company can work safely at all times while the contract labour is working on an Aurizon site.

10 INDIVIDUAL FLEXIBILITY ARRANGEMENT

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

10.1.1 is genuinely agreed to by the Company and the individual employee without coercion or duress; and

10.1.2 Only varies the terms prescribed in **Clause 10.2**, and

10.1.3 Does not disadvantage the individual employee in relation to the individual employee's terms and conditions of employment and overall is better off as a result of the flexibility arrangement.

10.2 The terms of this Agreement that may be varied by a flexibility arrangement include:

10.2.1 Arrangements for when work is performed;

10.2.2 Overtime rates;

10.2.3 Penalty rates;

10.2.4 Allowances.

10.3 For the flexibility arrangement to come into operation, it must:

10.3.1 Be provided within 14 days to the employee in writing, name the parties to the agreement and be signed by the Company and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;

10.3.2 State each term of this Agreement that the Company and the individual employee have agreed to vary;

10.3.3 Detail how the application of each term has been varied by the flexibility arrangement between the Company and the individual employee;

10.3.4 Detail how the agreement does not disadvantage the individual employee in relation to the individual employee's terms and conditions of employment;

10.3.5 State how the flexibility arrangement can be terminated; and

10.3.6 State the date the flexibility arrangement commences.

10.4 The Company will give the individual employee a copy of the flexibility arrangement and keep the agreement as a time and wages record.

10.5 The flexibility arrangement may be terminated:

10.5.1 By the Company or the individual employee giving 28 days' notice of termination, in writing, to the other party; or

10.5.2 At any time, by written agreement between the Company and the individual employee.

11 TRANSFERS

11.1 Permanent

11.1.1 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.

11.2 Relocation Costs

11.2.1 The Company will pay reasonable costs for the transfer including travel and removal expenses for all transfers including an employee transferring as a result of merit based selection and where the Company requests a change of work location for employees covered by this Agreement.

11.3 Temporary Transfer

11.3.1 Employees may be requested to change their Home Depot on a temporary basis. A temporary transfer will only operate by agreement.

11.3.2 Conditions: When temporarily transferred the following conditions apply:

- (i) Accommodation will be provided by the Company to the agreed minimum accommodation standard as set out in **Appendix 3** of this Agreement. Employees may request alternative suitable accommodation provided it is no more costly than the

accommodation provided by the Company. The Company will either reimburse the employee the cost of the accommodation upon production of receipts or where commercially practicable the Company will pay the accommodation provider directly. Barracks accommodation will not be used, except at Quirindi where alternative accommodation may not be available.

- (ii) Meal expenses as described in **Clause 58.4** shall apply from the time an employee departs their home until the time an employee returns to their home.
- (iii) 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 according to the current mileage rates provided by the Australian Taxation Office and in line with the Company Policy.

11.4 Travel time: The time taken to travel to and from the temporary location is to be included as Roster Cycle hours.

12 DISCIPLINARY MATTERS

12.1 Process: Any internal investigation in relation to a matter or incident by the Company that may lead to disciplinary action being taken against an employee must apply the principles of natural justice and due process, including:

- 12.1.1** The employee being made fully aware in writing of the allegations that are the subject of investigation;
- 12.1.2** The employee being provided with sufficient information to enable the provision of an informed response;
- 12.1.3** The employee being informed of their entitlement to have a Union representative present and / or a witness /support person at any meetings/interviews, if so requested;
- 12.1.4** The employee being given reasonable time to prepare a response to the allegations that are the subject of the investigation;
- 12.1.5** Records of conversation and RU OK conversations are an informal counselling tool that do not form a part of the disciplinary process. This clause does not limit the Company's ability to use these informal counselling tools which may lead to the commencement of a formal discipline process.

12.2 Confidential: Disciplinary inquiries and investigations shall be confidential.

12.3 Investigations: Employees under investigation may be subject to the following action during the investigation:

- 12.3.1** Suspension from duty with no reduction of pay; or
- 12.3.2** Placed on alternative duties; or
- 12.3.3** Re-assessed and returned to normal duties.

12.4 Disciplinary Outcomes

12.4.1 Following the procedure in **Clause 12.1** employees may be subject to the following discipline outcomes:

- (i) Verbal warning with a file note entered on the employee's personnel file; or
- (ii) Written warning or reprimand; or
- (iii) 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
- (iv) Suspension from duty without pay, or
- (v) Dismissal, with or without notice as applicable.

12.4.2 In assessing what disciplinary outcome an employee may be subject to, the Company will:

- (i) Assess and place appropriate weight to relevant matters only; and
- (ii) Give the employee a reasonable opportunity to provide reasons to the Company as to what the appropriate disciplinary outcome should be, taking into account their employment history, including years of service, performance, discipline and their plans for improving their performance / conduct.
- (iii) Where the Company has elected to suspend the employee from duty or dismiss the employee with or without notice, as a disciplinary outcome, the Company will provide the employee with written information as to why a verbal or written warning, reprimand, or temporary reduction in position is not an appropriate outcome and allow the employee the opportunity to respond.

12.4.3 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 54** of this Agreement.

13 STAND DOWN

13.1 Stand down without pay: 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.

13.2 Written notice: 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 (2) 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, for e.g. planned maintenance, then the Company must give affected employees at least 28 days' notice.

- 13.3 Alternative work:** 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.
- 13.4 Continuity of Employment:** Employees who are stood down under this provision shall be treated for all purposes (other than payment) as having Continuity of Employment.
- 13.5 Resignation without notice:** 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.
- 13.6 No fault to employee:** Any employee whose employment is terminated in accordance with Clause 13.5, shall for all purposes (other than payment in lieu of notice) be treated as if their employment had been terminated without default of the employee.
- 13.7 Work with another employer:** 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.
- 13.8 Leave or paid time in lieu:** An employee who is stood down in accordance with this clause may elect to take leave or other time owed by the Company.

14 TERMINATION OF EMPLOYMENT

14.1 Notice of Termination by Company

14.1.1 Notice period:

14.1.2 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

14.1.3 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 weeks' notice in addition to that prescribed above.

14.1.4 Notice of termination by an employee

- (i) The notice of termination required to be given by an employee is the same as that required of the Company except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

- (ii) If an employee fails to give the required notice, the Company may withhold from any monies due to the employee on termination, under this Agreement or the NES, an amount not exceeding the amount the employee would have been paid under this Agreement in respect of the period of notice required by the clause less any period of notice actually given by the employee.

14.1.5 Job search entitlement

- (i) Where the Company has given notice of termination to an employee (for reasons other than misconduct), the employee will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the Company.

14.1.6 Statement of Employment

- (i) 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.

14.1.7 Abandonment of Employment

- (i) If an employee is absent from work for a continuous period of seven days without the approval of the Company such employee is deemed to have abandoned their employment.
- (ii) The Company will make reasonable attempts to contact the employee to determine any reasons for the absence. This contact will include writing to the employee at the employee's last known address informing the employee that the absence may result in the employee's service being terminated.
- (iii) Where an employee has abandoned their employment in accordance with this clause the employee's employment is terminated with effect from the finishing time of the employee's last attendance at work, or the last day's approved absence from work whichever is later.
- (iv) Upon termination of employment becoming effective, the employee must return all property belonging to the Company which is held by or under the control of the employee.

14.1.8 Payment on termination

- (i) Subject to this Agreement upon termination employees will be paid the applicable rate set out in **Clause 64.9** of this Agreement.
 - a. For time worked (up to the time of termination); and
 - b. Any payment in lieu of notice; and
 - c. Any untaken annual leave (including loading); and
 - d. Any untaken long service leave.

15 REDUNDANCY

15.1 Discussions before termination of employment

- 15.1.1** A redundancy scenario arises where the Company considers 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.
- 15.1.2** Where a redundancy scenario may lead to termination of employment, the Company shall hold discussions with the employee/s directly affected.
- 15.1.3** The discussions shall take place as soon as is practicable after the Company has become reasonably aware of the possible redundancy scenario. The Company will advise employees 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.
- 15.1.4** Where the Company decides there are redundancies of positions, the Company will consider all volunteers for redundancy before proceeding to involuntary redundancy, subject to ensuring the operational requirements of the business can be maintained.
- 15.1.5** 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 and the names of employees likely to be affected, the number of employees normally employed and the period over which the terminations are likely to be carried out.
- 15.1.6** The Company shall implement reasonable retraining, transfer, relocation, redeployment and voluntary redundancy in order to minimise/avoid involuntary redundancies. Where the Company determines that involuntary redundancies are required, it will provide those employees directly impacted by involuntary redundancy with further opportunities to retrain, transfer, relocate or redeployment before termination of employment.
- 15.1.7** Provided that where the disclosure would be contrary to the Company's commercial interests, the Company shall not be required to disclose confidential information.
- 15.1.8** Unless otherwise agreed by the Company and an employee, there will be a minimum period of three weeks between the Company opening expressions of interest for voluntary redundancy and the termination of an employee by voluntary redundancy.
- 15.1.9** Expressions of interest for voluntary redundancy may be sought by the Company from the commencement of consultation.

15.2 Transfer to Lower Paid Duties

- 15.2.1** Where an employee agrees to transfer to lower paid duties for reasons set out in **Clause 15.1** hereof, the employee shall be entitled to the same period of notice of transfer as he or she would have been entitled to if their employment had been terminated.
- 15.2.2** The Company may, at its option, make payment in lieu thereof of an amount equal to the difference between the former Base Remuneration and the new lower Base Remuneration for the number of weeks of notice still owing.

15.3 Severance pay

15.3.1 In addition to any period of notice prescribed for ordinary termination in this Agreement, an employee whose employment is terminated in a redundancy scenario shall be entitled to the following amount of severance pay in respect of a continuous period of service:

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

15.3.2 The maximum amount payable under **Clause 15.3.1** above shall be 52 weeks pay.

15.3.3 For the purposes of this sub-clause, a week's pay is paid at the Base Remuneration Hourly Rate as set out in **Clause 64.9** of this Agreement.

15.4 Alternative employment

The Company, in a particular redundancy case, may make application to the Fair Work Commission to have the severance pay prescription varied if the Company obtains acceptable alternative employment for an employee.

15.5 Time off during notice period

15.5.1 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.

15.5.2 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.

15.6 Notice to Centrelink

Where a decision has been made to terminate employees in the circumstances outlined in **Clause 15.1** of this Agreement, the Company shall notify the nearest Centrelink office as soon as possible giving relevant information including the number and type of employees likely to be affected and the period over which the terminations are likely to occur.

15.7 Employees exempted

This clause shall not apply where the employee:

15.7.1 Has completed less than one year's service;

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

15.7.3 Is engaged:

(i) As a casual employee,

- (ii) As an apprentice; or
- (iii) For a specific Task or Tasks, or term.

15.8 Employee Transfer

Where the Company offers and the redundant employee accepts a transfer to another location within the Company, the employee shall be entitled to receive reasonable removal expenses and allowances for both the employee and the employee's dependents.

15.9 No Forced Relocation

An employee will not be forced to relocate from their Home Depot to an alternative Home Depot. For the purposes of this clause, "relocation" occurs when the move to the new Home Depot would reasonably require the employee to change their place of residence.

15.10 Transfer of Business

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 **Clause 15.3** if the employee is offered employment (regardless of whether the employee accepts such employment) by the transferee, provided that:

15.10.1 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).

15.10.2 The transferee recognises the employee's service with the Company.

16 WORKPLACE HEALTH AND SAFETY

16.1 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.

16.2 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.

16.3 Employees must ensure that you perform your job safely and discharge your health and safety obligations to yourself, other employees, contractors, visitors or customers. You must co-operate with the Company in matters related to health and safety and follow applicable policies and

procedures in the performance of your work. You must also notify your supervisor or manager of any situation which you genuinely believe poses a risk to health and safety.

17 ALCOHOL AND DRUGS

- 17.1** Employees must comply with the Company's Drug and Alcohol Policy and/or with the drug and alcohol testing programmes of other companies' where such compliance is required by the other Company in order for the Company's employees to enter the Company's site.
- 17.2** The Company will bear all the costs associated with such testing. However after a positive reading, any required second or subsequent testing will be at the employees cost.
- 17.3** An employee who fails to comply with the policy or with a request to undertake a test may be subject to disciplinary action which might include termination of employment.
- 17.4** Where an employee has returned a confirmed positive drug or alcohol test result and has been stood down without pay in accordance with Aurizon's drug and alcohol positive test management process, and the employee applies to access accrued annual or long service leave to cover the period until they return a negative return to work test, the application will be approved.
- 17.5** Where leave is approved under the above **Clause 17.4**, the employee remains obligated to participate in a return to work test as directed by the Company.

18 HEALTH ASSESSMENTS

- 18.1** Where, through the operation of the National Standard for Health Assessment of Rail Safety Workers ("National Standard") an employee is required to undertake a Health Assessment, the Company will pay all costs associated with the medical assessment up to the initial "Determination", including the health assessment and stress ECG and/or other referred tests.
- 18.2** The Determination occurs when a qualified health professional, in satisfaction of the National Standard, has determined that the employee is either:
 - 18.2.1** Fit for Duty Unconditional; or
 - 18.2.2** Fit for Duty Conditional; or
 - 18.2.3** Fit for Duty subject to Review; or
 - 18.2.4** Fit for Duty subject to Job Modification; or
 - 18.2.5** Temporarily Unfit for Duty; or
 - 18.2.6** Permanently Unfit for Duty.
- 18.3** Additional costs associated with referral.
 - 18.3.1** If further tests are required following the Determination, the Company will only be liable to cover the costs of such tests where it is identified that there was no basis for this referral – i.e., there is no apparent underlying condition that should have prompted such referral.
 - 18.3.2** In order to ensure privacy is maintained in relation to the medical files, where an employee seeks to claim such costs in these circumstances, the Chief Medical Officer or

their nominee will review the case file and make a determination as to whether the referral was justified. The decision of the Chief Medical Officer in such matters will be final.

18.3.3 Where it is determined that the referral was not justified, the Company will:

- (I) Reimburse the employee for the medical costs incurred as a result of the referral; and
- (II) Re-credit any Personal leave that has been used as a result of being unable to perform their duties as a result of the referral.

The above provisions do not exclude any obligations arising under the applicable Workers Compensation legislation.

18.4 Maintenance of rate of pay in certain circumstances

Where an employee, in accordance with **Clause 18.2** is deemed to be:

18.4.1 Temporarily Unfit for Duty Subject to Review; or

18.4.2 Permanently Unfit for Duty

and the employee accepts alternative employment with the Company in a position covered by the Agreement that results in a reduction in the employee's Base Remuneration, the Company shall maintain the employee's former Base Remuneration, for a period of 12 months, or until the employee is determined to be fit to resume the employee's former duties, whichever is earlier.

19 TRAINING

19.1 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.

19.2 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.

19.3 An employee may be required to undertake training to enhance and broaden their work skills as required in their appointed position. By agreement they may train for higher or alternative positions. This training will not entitle an employee to the rate of pay for that higher or

alternative position, unless the training is completed and the Company requires the employee to use such skills in performing certain duties.

- 19.4** Training will be competency based. It will be delivered using both off the job and on the job methods, and delivered by appropriately qualified trainers.
- 19.5** The Competency Assessment System will apply the principles associated with Recognition of Prior Learning (RPL). RPL provides for the recognition of an individual's qualification, knowledge, skills, experience, wherever it was gained.
- 19.6** The Competency Assessment System will comply with national guidelines/standard for competency assessment.
- 19.7** Training undertaken with the Company will provide credentials, such as AQF or other certification to the Certificate level applicable (EG: Cert 4 In Train Driving), that are nationally recognised by other employers.

20 CAREER PATH

- 20.1** Where the Company advises the employee at the recruitment stage of its expectation that the employee will progress to a Level 4 Mainline Driver the following subclause shall apply:
- 20.2** Career progression to Level 4 Mainline Driver shall be dependent upon an employee being deemed competent by an accredited workplace assessor. 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 if required. Where, after reasonable opportunity an employee fails to be deemed competent as a Level 4 Mainline Driver, the Company may:
 - 20.2.1** Where a vacancy exists offer the employee a position based on the employee's competence achieved; or
 - 20.2.2** Terminate the employee's employment.
- 20.3** The position of mainline driver is the end of automatic progression upon competency assessment. All positions above Level 4 Mainline Driver will be determined on the basis of merit based selection.

PART 3 – HOURS OF WORK AND RELATED MATTERS

21 HOURS OF WORK

21.1 Principles

In recognition of the particular circumstances of the Company's operations, the overriding concerns in determining hours of work shall be the needs of the Company's clients and safety of operations, including the management of fatigue for operations employees.

21.2 Cycle Hours

- 21.2.1** For the Hunter Valley Standard Master Roster an employee will be rostered a maximum of 8 appearances (shifts) over a two week Roster Cycle of 76 Ordinary Base Hours.

21.2.2 For the Wollongong Standard Master Roster an employee will be rostered a maximum of 9 appearances (shifts) over a two week Roster Cycle of 76 Ordinary Base Hours. Once the Wollongong Depot increases in size, then the preference is to move to a maximum of 8 appearances (shifts), where operationally practical.

21.2.3 For the Alternative Master Roster an employee will be rostered to work an average of 14 appearance (shifts) over a four week Roster Cycle of 152 Base Ordinary Hours.

21.2.4 The Company commits to a 12 month trial of the Alternative Master Roster at Hunter Valley Depots, subject to the roster not causing a significant increase in operating costs or shift length breaches. The Alternative Master Roster may continue after the 12 month trial. Should a depot revert to the Standard Master Roster, the Company will consult with the Roster Committee in accordance with **Clause 52.7** (Consultation Regarding Hours of Work) and **Clause 22** (Rosters) in the development of the Standard Master Roster.

21.3 Travel time

21.3.1 The time taken to travel to another sign on point other than those covered in **Clause 37** is to be included as Roster Cycle hours it is incurred in.

21.4 Reasonable Rostered Overtime

21.4.1 Employees may be required to work reasonable rostered overtime (with the exception of working rostered days off) at the applicable overtime rate in accordance with **Clause 64.9** of this Agreement.

21.4.2 An employee may refuse to work overtime if the overtime is unreasonable, having regard to:

- (i) Any risk to an employee's health and safety from working overtime;
- (ii) The employee's personal circumstances (including any family responsibilities);
- (iii) The operational needs of the Company;
- (iv) Any notice given by the Company of the requirement or request that the employee work the overtime;
- (v) Any notice given by the employee of their inability to work the overtime;
- (vi) The usual patterns of work in the rail industry;
- (vii) The nature of the employee's role and the employee's level of responsibility;
- (viii) Whether the overtime is on a public holiday;
- (ix) Any other relevant matter.

22 ROSTERS

- 22.1** The Company will consult with affected employees in the development of rosters.
- 22.2** Based on operational requirements rosters shall conform to either zoned rostering or forecast rostering conditions with posted Rostered Days Off. For Fatigue Management, rosters should be forward rotation with the clock.
- 22.3** The Company and employees shall develop and modify rosters consistent with operational requirements subject to these conditions.
- 22.4** The master roster shall be exhibited indicating Rostered Days Off for the complete Roster Cycle. In this context the complete cycle means the number of lines in the roster.
- 22.5** The Company may change master roster/s no more than 3 times in a 12 month period. 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.

23 ZONE ROSTERING

- 23.1** For zone rostering, the working roster will be available and posted to confirm the allocation of work and sign on time by no later than 1600 hours each day. The working roster will contain advice for at least the following shift/s up to 0600 hours the subsequent day including Barracks Working and the advice of both the forward and return journeys.
- 23.2** Where an employee is rostered to work in the master roster and doesn't appear in the posted daily roster:
- The employee must notify their supervisor or other nominated person that they were expecting to work but do not appear on the daily roster; and
 - Their posted daily roster sign on time will be deemed to be the middle of the master rostered zone. Any alterations to this deemed sign on time will be in accordance with Clause 24 (Lift Up / Lay Back) and Clause 34 (Intervals Between Shifts).
- 23.3** Incorporating Time Zones aid employees to organise their rest/ leisure time, as well as, serving as a guide for the purposes of fatigue management. Train Crew will be rostered in their appropriate zones.
- 23.4** If Aurizon implements a zoned roster for any depot, it will include a minimum of six 'zones' of sign on times, with each zone duration being a maximum of four hours.
- 23.5** During the rostering development process there may be the inclusion of further zones which may overlap the current zone times as set out below;

Zone	Time
Zone 1	0000 – 0359
Zone 2	0400 – 0759
Zone 3	0800 – 1159
Zone 4	1200 – 1559
Zone 5	1600 – 1959
Zone 6	2000 – 2359

24 LIFT UP / LAY BACK

- 24.1** Lay Back is the process of having employees, when advised, start their shift later than originally rostered. The Company may lay back an employee to a maximum of One (1) hour at the Employee's Home Depot and two (2) hours at a Barracks Location from the original rostered time for the shift. This alteration to an employee's original posted sign on time inside/within the master rostered zone will be credited to Roster Cycle hours for the relevant Roster Cycle. The credit of Roster Cycle hours to the Roster Cycle will not contribute toward the assessment of the shift length for the purpose of **Clause 27 (Shift Limits)**. Any alteration under this clause to an employee's original posted time outside of the master rostered zone will be paid as a Stand Alone payment at the Base Remuneration Hourly Rate.
- 24.2** Lift Up is the process of having employees, when advised, start their shift earlier than originally rostered. The Company may lift up an employee to a maximum of One (1) hour at the Employee's Home Depot and two (2) hours at a Barracks Location from the original rostered time for the shift. This alteration to an employee's original posted sign on time inside/within the master rostered zone will be credited to Roster Cycle hours for the relevant Roster Cycle. The credit of Roster Cycle hours to the Roster Cycle will not contribute toward the assessment of the shift length for the purpose of **Clause 27 (Shift Limits)**. Any alteration under this clause to an employee's original posted time outside of the master rostered zone will be paid as a Stand Alone payment at the Base Remuneration Hourly Rate.
- 24.3** The Company may make a maximum of one (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 affected to more than one (1) change.
- 24.4** Subject to **Clause 24.1** and **24.2** the Company may lay back or lift up an employee to start on an "X" Day. All hours worked on the "X" day will be paid at the applicable Base Remuneration Hourly Rate and be counted as part of the Roster Cycle.
- 24.5** Should an employee agree to a lift up / lay back outside the conditions agreed above (i.e. 1 hour at Home Depot and 2 hours at Barracks location), the employee is to be paid the extra hours at the Stand Alone overtime rate. For example, an employee agrees to be laid back 4 hours at Barracks, the employee will be paid 2 hours at the Stand Alone overtime rate.
- 24.6** Should an employee agree to excessively lift up / lay back outlined in **Clause 24.5** on more than one occasion for the same shift, payment at Stand Alone overtime rate applies for each movement made minus the one (1) hour at the employees Home Depot and two (2) hours at a barracks location from the original rostered time for the shift. For example, an employee agrees to 3 hours lift up at Home Depot and subsequently agrees to 2 hours lay back from that revised start time, an employee would be paid 4 hours at Stand Alone overtime Rate.
- 24.7** At Home Depot crews will be advised within the personal call period specified by each employee for the purpose of lift up and lay back only.
- 24.8** Barracks Location crews will be advised within the personal call period specified by each employee for the purpose of lift up and lay back only. These times can be different. Employees may update their personal call period at the Barracks Location at sign off of the previous shift if

required. An employee's personal call period will revert to the last used call time if it is not updated.

24.9 Once called at barracks the Train Crew will be signed on at the times associated with that call.

24.10 An employee cannot be lifted up before 0600 following a rostered day off rostered in accordance with **Clause 30.2**, unless by mutual agreement.

24.11 Employee Requirement: For the purposes of **Clause 24.1 and 24.2**, employees must take all reasonable measures to ensure they are contactable prior to the scheduled commencement of their shift. The Company may request an explanation where it has a concern about the frequency and pattern of an employee not being contactable.

25 SHIFT CANCELLATIONS

25.1 Where shifts are cancelled and alternate work cannot be provided, crews will receive (six) 6 hours payment credited to their Roster Cycle hours for the period.

25.2 If a training shift is cancelled and alternate work cannot be provided, crews will receive (four) 4 hours payment credited to their Roster Cycle hours for the period.

25.3 Where it is necessary to cancel a previously rostered shift a minimum of 12 hours' notice from the rostered sign on time will be given.

25.4 Where advice of rostered shift cancellation cannot be given within the minimum time as listed above alternate work must be provided up to the rostered shift of Ordinary Hours, within lift up / lay back limits. Where this cannot be achieved **Clause 25.1** shall apply.

26 NETWORK SHUTDOWNS

26.1 During a Network Shutdown, Employees will be notified of a Shift Cancellation and where required will be notified of their new start time and Task, no later than twenty eight days (28) prior to the start of the shutdown.

26.2 Lift Up / Lay Back does not apply to this clause.

26.3 Notification will be sent via email and shutdown roster posted on the wall at the depot.

27 SHIFT LIMITS

27.1 The following table describes the agreed maximum rostered shift limits for combinations of Company crews for depots where the Standard Master Roster is in operation.

Max Rostered Shift Length	Type of Working / Crew Combination (sign on to sign off)
9 hours	<ul style="list-style-type: none"> - DOO Shunting - DOO Mainline - Antlene Tip Shift - Wollongong Tip Shift/Lead Unloader - Load / Unload Bin Operator: is a task where a qualified employee operates loading / unloading equipment
10 hours	<ul style="list-style-type: none"> - Shunting: is a task where a shunt plan is formulated to conduct a complex shunt excluding Locomotive detach or en-route wagon defect detach. - Provisioning: is a task that involves more than 1 Provisioning events. - Roll By: is a task where more than 1 roll by examinations are performed in a terminal - Dump Station Door Inspector: is a task where the employee performs this task of more than 1 door inspection events. <p>ANY COMBINATION OF THE ABOVE</p> <p>When Signing on duty between 1501 hrs. – 0459 hrs.</p> <ul style="list-style-type: none"> • 1 Route Qualified Mainline Driver + 1 2nd Person; and • 1 Qualified Driver Trainer + 1 2nd Person
11 hours.	<p>Mainline Operations</p> <ul style="list-style-type: none"> - 1 Route Qualified Mainline Driver + 1 Non-qualified Mainline Driver or Driver in Training - Qualified Driver Trainer and 2nd Person - Mainline (1 Route Qualified Mainline Driver + 1 2nd Person.) <p>Distributed Power Operations</p> <ul style="list-style-type: none"> - 1 Route / DP Qualified Mainline Driver + 1 Non – Route Qualified Mainline Driver
12 hours	<ul style="list-style-type: none"> - Mainline (2 Route Qualified Mainline Driver): <p>Distributed Power Operations</p> <ul style="list-style-type: none"> - 2 Route / DP Qualified Mainline Driver <p>Note: Both Mainline Drivers must be qualified for the Traction & mode for a 12 hour shift limit</p>

27.2 The following table describes the agreed maximum rostered shift limits for combinations of Company crews for depots where the Alternative Master Roster is in operation

Max Rostered Shift Length	Type of Working / Crew Combination (sign on to sign off)
9 hours	<ul style="list-style-type: none"> - DOO Shunting - DOO Mainline - Antiene Tip Shift - Load / Unload Bin Operator: is a task where a qualified employee operates loading / unloading equipment
10 hours	<ul style="list-style-type: none"> - Shunting: is a task where a shunt plan is formulated to conduct a complex shunt excluding Locomotive detach or en-route wagon defect detach. - Provisioning: is a task that involves more than 1 Provisioning events. - Roll By: is a task where more than 1 roll by examinations are performed in a terminal - Dump Station Door Inspector: is a task where the employee performs this task of more than 1 door inspection events. <p>ANY COMBINATION OF THE ABOVE</p> <p>When Signing on duty between 1601 hrs. – 0359 hrs.</p> <ul style="list-style-type: none"> • 1 Route Qualified Mainline Driver + 1 2nd Person; and • 1 Qualified Driver Trainer + 1 2nd Person
11 hours.	<p>Any two-person operation not covered under the 12-hour shift limit below. This may include:</p> <ul style="list-style-type: none"> • Mainline (1 route Qualified Mainline Driver and 1 2nd person) • Qualified Driver Trainer and 2nd Person • 1 Route Qualified Mainline Driver and 1 Driver in Training
12 hours	<p>Two-person operation where the second driver is a qualified Train Driver including a qualified Train Driver learning a route or undergoing an assessment, including:</p> <ul style="list-style-type: none"> • Mainline (2 Route Qualified Mainline Drivers) • 2 Route / DP Qualified Mainline Drivers • 1 Route / Traction Qualified Mainline Driver and 1 Non-Route / Non-DP Qualified Mainline Driver

27.3 Freelance Crew members shall only travel as a third person on a train and shall observe the shift limits of the other crew members.

27.4 Signing on and off for shifts at Home Depot, barracks or temporary Home Depot are included in the shift limit.

28 MINIMUM SHIFT PROVISIONS

- 28.1** Minimum length of a shift for payment purposes is to be six (6 hrs).
- 28.2** Minimum length of a shift for payment to attend required medical examinations (non-workers comp) is to be 8 hours. Employees are expected to attend the pathology appointment in their own time, at least 3 days prior to the required medical examinations.
- 28.3** A maximum number of 6 x 12 hour shifts are to be worked in any 14-day period, with a 12 hour shift being defined as any shift in excess of 11 hours.

29 MAXIMUM HOURS ON DUTY DURING EMERGENCIES

- 29.1** In case of an emergency, employees must be relieved and signed off from duty after a maximum period of 16 hours.
- 29.2** An emergency means, an actual or imminent occurrence (such as fire, flood, storm, earthquake, explosion, accident, epidemic or warlike action) which:
 - a. Endangers, or threatens to endanger, the safety of persons; or
 - b. Destroys or damages, or threatens to destroy or damage property.
- 29.3** In all cases extended hours in these circumstances are subject to the employee's indication of fitness to continue.
- 29.4** Where an emergency occurs, no safe working is to be performed by the affected employee after having completed 12 hours from sign on.
- 29.5** The above subclause is exclusive of a driver only shift which is a maximum of 9 hours under such circumstances.

30 ROSTERED DAYS OFF

- 30.1** An employee shall be entitled to a minimum of four rostered days off per fortnight.
- 30.2** Subject to this clause rostered days off means a designated period of 30 or more consecutive hours off duty. A rostered day off commences at midnight and concludes 30 hours later. Each 24 consecutive hours off duty thereafter constitutes a rostered day off.
- 30.3** Employees are not required to work into their Rostered Day Off and the Company shall make all efforts to ensure this occurs. On the day prior to an RDO an employee will not be required to sign on to commence a shift after 1200 hrs (midday), unless by mutual agreement. Lift up provisions in the agreement continues to apply to this clause, But the Lay Back provisions will not apply and an employee cannot be laid back after 1200 Hours.
- 30.4** Rostered days off shall be posted by the Company on a master roster available for viewing by any employee.
- 30.5** The Company and the employee may mutually agree to swap rostered days off on days other than those posted on the roster.
- 30.6** Employees can agree to the shifting of rostered days off with less notice. A form/letter agreeing to such a change should be signed on each occasion.

30.7 Work on a Rostered Day Off (RDO)

- 30.7.1** Where an employee is called in on a Rostered Day Off the shift shall be paid as Stand Alone overtime, using the table **Clause 64.9** of this Agreement. These hours will not form part of the Roster Cycle hours.
- 30.7.2** Employees are not required to work into their Rostered Day Off and the Company shall make all efforts to ensure this occurs. There will be no sign on duty after 1200 hours on the day prior to a rostered day off.
- 30.7.3** Where the Company fails to have the employee sign off by 0000 hours the employee will be paid all hours or part thereof worked into the RDO at the applicable Stand Alone overtime penalty rate.
- 30.7.4** In the event that the employee cannot sign on duty before 1200 hours, the shift will be deemed a cancelled shift and a payment of 6 hours will be paid and credited to the R Cycle.
- 30.7.5** Where an employee agrees to be called out early on a Rostered Day Off, they will be paid the applicable overtime penalty rate for the actual hours worked on the Rostered Day Off.
- 30.7.6** Where an employee commences a shift which is deemed as not part of the Roster Cycle hours (as defined) on an RDO, all hours worked (including any hours that do not fall on the RDO) will be paid as Stand Alone overtime.

30.8 Work on an "X" Day

- 30.8.1** Subject to **Clause 34.1** of this Agreement where an employee works on an "X" Day:

- 30.8.1.1** And the shift is Stand Alone and not an alteration to a rostered shift the employee will be paid Stand Alone overtime for all hours worked; or
- 30.8.1.2** Where an employee commences a shift on an "X" day as a result of lift up or lay back, all hours worked on the "X" day will be paid at the applicable Base Remuneration Hourly Rate and be counted as part of the Roster Cycle.

30.9 Rostered weekends off

- 30.9.1** Regular rostered weekends off are to apply at all Train Crew depots.
- 30.9.2** The rostered weekends off are defined as being either the period from 0000 Saturday to 0600 Monday.
- 30.9.3** Where a Standard Master Roster applies, employees will be entitled to be rostered one in every three weekends off. Master roster/s shall be designed to ensure employees receive one in every three weekends off.
- 30.9.4** Where the Alternative Master Roster applies,
- a. Employees at non-barracks working depots will be entitled to be rostered at least 50% of weekends off;
 - b. Employees at barracks working depots will be rostered to have at least 44% of weekends off.

31 MANDATORY REST DAYS

- 31.1** Mandatory Rest Days will be provided after having worked 11 consecutive shifts inclusive of sick leave in any 14 day period.
- 31.2** Mandatory Rest Days shall conform to the same conditions as a Rostered Day Off as outlined in **Clause 30** including being a thirty consecutive hours commencing at midnight and no requirement to commence a shift after 1200 the day prior to a Mandatory Rest Day.
- 31.3** Employees and/or the Company cannot circumvent the provisions of **Clause 31**.

32 REST BREAKS

- 32.1** Employees shall be entitled to a paid rest break of thirty minutes during each shift, to be taken as arranged between the Driver and Train Control Officer.
- 32.2** All trip, local and shunt shifts and yard staff shall have a paid break of not less than 30 minutes built into the roster / shift. This break to be taken at a time suitable to the business, while at the same time ensuring that employees are able to take the meal at a reasonable time.
- 32.3** DOO: An employee shall be entitled to a paid rest break of thirty minutes during each shift, to be taken between the third and fifth hours of the shift when stationary as arranged between the Driver and Train Control Officer.

33 SHIFT EXCHANGE

- 33.1** Employees may mutually exchange shifts subject to:
 - (i) Operational requirements; and
 - (ii) Fatigue management principles; and
 - (iii) Prior consent by the supervisor; and
 - (iv) The arrangement being cost neutral to the Company.

34 INTERVALS BETWEEN SHIFTS

- 34.1** Employees will be provided with the following minimum intervals between shifts:
 - (i) At their home base: 12 hours.
 - (ii) At barracks: 10 hours.

35 BARRACKS WORKING

- 35.1** Employees will be advised of Barracks working and the return sign on time at the notification of barracks working.
- 35.2** Rosters for Train Crew with shifts involving resting away from the initial sign on location will incorporate a rostered return that optimises crew utilisation and considers crew dwell time at barracks.
- 35.3** Train Crew are to only be rested away / booked off away from their nominated Home Depot once (1) before returning back to their nominated Home Depot.
- 35.4** Train Crews return working will be "1st sign on at Home Depot, 1st sign on at barracks location" subject to availability and operational requirements.
- 35.5** Payment for resting in excess of 11 hours
- 35.5.1** When resting away from the initial sign on location, employees will receive payment for all hours in excess of eleven (11) hours.
- 35.5.2** All hours from the eleventh (11) hour and 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 Base Remuneration Hourly Rate.

36 REGULAR MATES

- 36.1** Where practicable, employees may request to work as 'regular mates'.
- 36.2** The request will not be unreasonably refused.
- 36.3** The relevant manager must have a legitimate reason to refuse or separate regular mates and before the final decision is made to refuse or separate regular mates, the affected employees will be provided with reasons for the decision in writing.
- 36.4** Regular mates may be split from time to time for training, assessment and other operational or safety requirements.

37 LIST OF MULTIPLE SIGN ON POINT

- 37.1** Employees based at Newcastle may sign on at any one of the following locations:
- Kooragang
 - Woodstock Street, Mayfield
 - Port Waratah
 - Broadmeadow
 - Hexham
 - Any new locations shall be subject to consultation with the affected depot.

PART 4 - LEAVE

38 LEAVE RATE OF PAY

- 38.1** All paid leave provided for in Part 4 of this Agreement shall be inclusive of the components of the Base Remuneration Hourly Rate set out in **Clause 64.9 Annual Remuneration Table** for the employee classification at the time the leave is taken.

39 ANNUAL LEAVE CONDITIONS

39.1 Entitlement

- 39.1.1** Full time (shift work) employees shall be entitled to 5 weeks annual leave per year.
- 39.1.2** Where the Company and an employee agree that the employee will not be available to be rostered for ordinary hours between 1800 hours and 0600 hours, Saturdays, Sundays, employees will be entitled to 4 weeks annual leave per year subject to **Clause 64.7 and 64.8** of this Agreement.
- 39.1.3** 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 5 calendar weeks, whether taken consecutively or not.
- 39.1.4** Employees engaged on a part time, fixed term or temporary basis (but not a casual basis) shall be entitled to accrue annual leave on a Pro Rata basis provided they are engaged for at least four consecutive weeks in any one year.
- 39.1.5** Annual leave will commence at 0000 hours and will conclude after 0600 hours on the day the employee returns to work.

39.2 Deduction

- 39.2.1** Employees shall be deducted 7.6 hours per day equalling 38 hours for each week of leave.

39.3 Conditions for accrual and taking annual leave

The taking of annual leave shall be subject to the following:

39.3.1 Approval to take annual leave

- (i) Annual leave will generally be taken in 7 day blocks. Any variation to this will be by approval from the relevant manager.
- (ii) In any one calendar year, employees may elect to take up to 5 days of annual leave as single days.
- (iii) An employee may utilise a Day In Lieu in conjunction with a single annual leave day.
- (iv) All such leave, whether current entitlement or accrued, shall be taken at a mutually convenient time.
- (v) In the absence of agreement on the taking of leave, it shall be taken at a time determined by the Company. In such a case, at least one month's notice must be given

and this must not result in the employees leave balance reducing below 2 years accrual.

- (vi) The Company must not unreasonably refuse to agree to a request by an Employee to take paid annual leave.

39.4 Accrual

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

39.4.2 Employees who work on average:

- (i) 38 Ordinary Base Hours will accrue 190 hours equalling 5 weeks per year.
- (ii) Where the Company and an employee agree that the employee will not be available to be rostered for shift work, the employee will accrue 152 hours equalling 4 weeks per year.

39.4.3 Annual leave shall accrue to employees in respect of any authorised period of paid absence from duty.

39.4.4 Any accrued annual leave exceeding ten (10) weeks will be considered 'excess' leave, at which point the Company may direct an employee to cash out or take annual leave, unless otherwise agreed between the employee and the Company. The Company may not direct an employee to reduce their accrued annual leave so that less than ten (10) weeks are available to the employee, unless mutually agreed between the Company and the employee.

39.5 Annual Leave exclusive of other leave

39.5.1 A period of annual leave is exclusive of periods that an employee is entitled to leave in accordance with **Clause 41** (Long Service Leave), **Clause 42** (Public Holidays) **Clause 43** (Personal/Carer's Leave), **Clause 44** (Compassionate Leave), **Clause 45** (Trauma Leave), **Clause 46** (Voluntary Emergency Management Leave), **Clause 47** (Military Leave) and **Clause 48** (Jury Duty).

39.5.2 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 recredited.

39.6 On termination of employment, any unused annual leave shall be paid to the employee.

39.7 Cashing Out Annual Leave

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

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

39.7.3 The minimum amount of leave to be cashed out is 8 hours.

39.7.4 The employee's remaining accrued entitlement to paid annual leave after the cashing out must be no less than 5 weeks.

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

39.7.6 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.

40 ANNUAL LEAVE LOADING

Employees will receive an annual leave loading of 20% of the Base Remuneration. Where the Company and an employee agree that the employee will not be available to be rostered for ordinary hours between 1800 hours and 0600 hours, Saturdays, Sundays, the employee will receive annual leave loading of 17.5% of the Base Remuneration subject to **Clause 64.7 and 64.8** of this Agreement.

41 LONG SERVICE LEAVE

41.1 From 1 November 2013 employees will accrue an entitlement to long service leave at the rate of 1.3 weeks per year of service. Service completed before 1 November 2013 will attract an accrual of long service leave at the rate of 0.8667 weeks per year of service.

41.2 Payment of long service leave

41.2.1 Employees will be paid for each ordinary hour of long service leave at the Base Remuneration Hourly Rate of pay received by the employee immediately before taking long service leave.

41.2.2 Where a public holiday falls within a period of long service leave, the day will be paid as a public holiday and not as long service leave.

41.3 Taking Long Service Leave

41.3.1 Long service leave may be taken by an employee once the employee has completed seven (7) years' continuous service with the Company.

41.3.2 Long service leave shall be taken at a time agreed between the employee and the Company. In the absence of agreement the Company may, by giving no less than 12 weeks' notice, require the employee to take long service leave.

41.3.3 Long service leave shall be taken in one period unless otherwise agreed between the employee and the Company.

41.3.4 Employees shall be deducted 7.6 hours for each day of leave or 38 hours for each week of leave.

41.4 Pro Rata entitlement to long service leave

41.4.1 In addition, provided that the following entitlement is higher than that stated in the *Long Service Leave Act 1955* (NSW), an employee with at least five years continuous service will be entitled to pro rata long service leave. This will only occur where the Company terminates the employee's services for reasons of:

- (i) Resigns as a result of illness, incapacity, domestic or other pressing necessity;
- (ii) Is dismissed for any reason except serious and wilful misconduct;

(iii) Dies.

41.5 Where an employee is ill or injured 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.

42 PUBLIC HOLIDAYS

42.1 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
Queen's Birthday	as gazetted
Christmas Day	25 December
Boxing Day	26 December

Any other day gazetted under a law of the state of New South Wales.

Public Holiday payments will apply on the actual days as nominated above.

One (1) other day to be taken as an Employee Picnic Day.

Employee Picnic Day

Each depot will have an employee picnic day which will be agreed to between the Company and the employees of that depot by 30th June in each year.

For Hunter Valley Depots, it is agreed that the employee picnic day will usually be held during the last Hunter Valley coal system network shutdown for the calendar year.

If a new depot commences operations, that depot would also have an employee picnic day as outlined above.

42.2 An employee rostered to work and who is advised by the Company that their rostered shift has been cancelled or is not required will be paid 7.6 hours Stand Alone at the Base Remuneration Hourly Rate and credited 7.6 hours to the Roster Cycle for the public holiday not worked. For clarity, cancelled shift payment on a public holiday applies under this clause and no further payment for shift cancellation under **Clause 25** applies.

42.3 An employee rostered to work and who works on a public holiday will be paid:

42.3.1 7.6 hours Stand Alone at the Base Remuneration Hourly Rate or the option to bank this as a Day In Lieu as set out in **Clause 42.9**; and

42.3.2 At 150% of the Base Remuneration Hourly Rate of pay for the hours actually worked. All hours actually worked are counted as part of the Roster Cycle;

42.3.3 The application of **Clauses 42.3.1** and **42.3.2** apply to a situation where an employee is on an "X" Day on a public holiday and works into or is brought forward to commence on a public holiday.

42.4 Where overtime is worked on a public holiday either as a whole additional shift or as additional hours worked on the day above, payment will be at 270% of the Base Remuneration Hourly Rate for all hours actually worked.

42.5 Rostered Day Off on a Public Holiday

42.5.1 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 Base Remuneration Hourly Rate.

42.6 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 **Clause 42.1** of this Agreement.

42.7 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 Base Remuneration Hourly Rate in accordance with **Clause 42.3** for the hours worked on the day.

42.8 Where a Public Holiday falls within a period of an employee's accrued leave, the employee shall be re-credited the annual leave day or have an additional day of leave added to that period off work.

42.9 Day In Lieu

42.9.1 An employee who is entitled to a Stand Alone payment of 7.6 hours under **Clause 42.3** can advise the Company that instead of receiving the 7.6 hours Stand Alone payment, that they wish to bank a Day in Lieu.

42.9.2 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 **Clause 42.3**, an employee cannot change this request to a Day in Lieu.

42.9.3 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.

42.9.4 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.

42.9.5 Day in Lieu cannot be banked for any half-day public holidays that may apply under Clause 42.1.

43 PERSONAL / CARERS LEAVE

43.1 Entitlement

43.1.1 Full time employees are entitled to accrue 13 days Personal / Carer's leave per year (Pro Rata for part-time employees).

43.1.2 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.

43.2 Employees who work on average:

43.2.1 38 Ordinary Base Hours per week will accrue personal / carer's leave at the rate 98.8 hours per year.

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

43.4 Other reasons

43.4.1 Based on operational requirements and subject to approval, employees may make application in advance with their supervisor to access personal / carer's leave, and once personal / carer's leave balance is exhausted, annual leave or long service leave may be used, for the following reasons:

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

43.4.3 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.

43.4.4 Employees who are Aboriginal or a Torres Strait Islanders may be granted up to one (1) day of leave per year to enable the employee to participate in the National Aboriginal and Islander Day of Celebration (NAIDOC).

43.4.5 The above subclause does not apply when the National Aboriginal and Islander Day of Celebration (NAIDOC) falls on a day when the employee would not ordinarily be on duty.

43.4.6 It is not a requirement for employees requesting the leave to produce any documentation regarding the celebrations.

43.5 Taking paid personal/carer's leave

43.5.1 An employee may take paid personal/carer's leave if the leave is taken:

43.5.2 Because the employee is not fit for work because of a personal illness, personal injury, or a medical procedure affecting the employee; or

43.5.3 To provide care or support to a member of the employee's Immediate Family or a member of the employee's Household, who requires care or support because of a personal illness, personal injury, or a medical procedure; or an unexpected emergency.

43.5.4 If an employee has exhausted their Personal / Carers Leave they may make application to utilise their annual leave or long service leave.

43.6 Notice of absence

43.6.1 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).

43.6.2 The notice must include the period or expected period of the absence.

43.6.3 The above two subclauses do not apply to an employee who could not comply with them because of circumstances beyond the employee's control.

43.7 Entitlement to unpaid carer's leave

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

43.8 Taking unpaid carer's leave

43.8.1 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.

43.8.2 An employee may take unpaid carer's leave as:

- (i) A single continuous period that includes no more than 2 rostered shifts; or
- (ii) Any separate periods to which the employee and the Company agree.
- (iii) An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carer's leave.

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

43.9 Leave taken with or without medical certificates etc.

43.9.1 Medical certificates or statutory declarations are to be provided for all absences except in the following circumstances:

- (i) The employee may, without the production of a medical certificate/statutory declaration, take five days personal leave in any year of service.
- (ii) The maximum number of consecutive days that will be granted without a medical certificate/statutory declaration shall be three.

43.9.2 When the Company believes that an employee's personal / carer's leave is not genuine, allegations must be given in writing and 24 hours notice of any meeting, as per **Clause 12**

Disciplinary Matters. This does not preclude the Company from requesting a medical certificate in line with **Clause 43.9.1**.

43.9.3 When medical certificates are not required:

- (i) An employee shall not be required to furnish a medical certificate/statutory declaration in respect of any period whilst an in-patient at a registered hospital; or
- (ii) Where the employer's medical examination of an employee indicates unfitness for duty following that medical examination.

44 COMPASSIONATE LEAVE

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

44.1.1 Contracts or develops a personal illness that poses a serious threat to his or her life; or

44.1.2 Sustains a personal injury that poses a serious threat to his or her life; or

44.1.3 Dies.

44.2 An employee wishing to access leave under this clause must notify the Company in accordance with **Clause 43.6** of this Agreement.

44.3 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.

44.4 An employee, other than a casual employee, taking leave under this clause will be paid for rostered working time lost as a result of taking the leave.

45 TRAUMA LEAVE - ASSOCIATED WITH SERIOUS ACCIDENTS OR INCIDENTS

45.1 This clause refers to circumstances where an employee/s covered by this Agreement is involved in a Serious Accident or Incident while at work, that results in an injury or fatality to another party or parties or is involved in a near miss.

45.2 In the event of a near miss the Company shall make every effort to relieve the employee/s at the employee/s request.

45.3 Where a Serious Accident or Incident occurs the Company will:

45.3.1 Ensure the employee/s is replaced on the day concerned by a suitably qualified employee.

45.3.2 Provide the employee/s with transport to their home or Home Depot, as elected by the employee/s; and

45.3.3 Provide the employee/s with up to two days paid leave to receive psychological counselling from a qualified practitioner.

45.4 Where a fatality occurs the Company will:

45.4.1 Ensure the employee/s is replaced on the day concerned by a suitably qualified employee.

- 45.4.2** Provide the employee/s with transport to their home or their Home Depot, as elected by the employee/s; and
- 45.4.3** Provide the employee/s with up to five days paid leave to receive psychological counselling from a qualified practitioner.

46 VOLUNTARY EMERGENCY MANAGEMENT LEAVE

- 46.1** Voluntary Emergency Management Leave is derived from the Fair Work Act provisions for Community Service Leave and means
 - 46.1.1** An activity that an employee engages in on a voluntary basis;
 - 46.1.2** That relates to an emergency or natural disaster;
 - 46.1.3** The employee is a member or quasi member of an emergency management body; and
 - 46.1.4** The employee was requested or would have been requested by that body to engage in the activity.
- 46.2** 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.
- 46.3** 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.
- 46.4** An employee who is absent from work to engage in Voluntary Emergency Management activity for a declared emergency, will not lose pay for any ordinary hours of work missed while attending to the emergency.
- 46.5** Additional rest immediately following the activity will be unpaid or taken as another applicable leave type.

47 MILITARY LEAVE

- 47.1** Subject to legislative requirements, military leave may be granted to employees who are volunteer part-time members of the Australian Defence Forces.
- 47.2** Military leave is unpaid leave, however for such absences an employee may apply to use leave from their accumulated leave pool (annual), where they are not being paid for service, or may apply for leave without pay.
- 47.3** An employee who is a current or former member of the Australian Defence Force and is rostered to work on ANZAC Day will be permitted to request to not work for the purposes of attending ANZAC Day Commemorative Services. Employees will be paid 7.6 hours Stand Alone at the Base Remuneration Hourly Rate and credited 7.6 hours to the Roster Cycle for public holiday not worked. This request must be made by providing the Company with at least 14 days' notice.

48 JURY DUTY

- 48.1** 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.
- 48.2** 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.
- 48.3 Procedural requirements:** the employee must provide the Company with:
 - 48.3.1** Notification as soon as possible of the date upon which the employee is required to attend for jury service;
 - 48.3.2** 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;
 - 48.3.3** The payment received from the court for attendance, together with evidence of that amount (even if the amount is nil);
 - 48.3.4** Evidence of their attendance, including the duration of such attendance.

49 PARENTAL LEAVE

49.1 Entitlement to parental leave

- 49.1.1** Subject to this clause full time, part time, temporary and casual employees with 12 months' continuous service will be entitled to parental leave. Parental leave includes pre-natal leave, maternity leave, partner's leave, leave for pre-adoption interviews and adoption leave.
- 49.1.2** Entitlement to any leave granted under this clause is pursuant to the continuation of circumstances relevant to the granting of the leave.
- 49.1.3** The entitlement to parental leave for casual employees is limited to those casual employees who would qualify for parental leave pursuant to the *Fair Work Act 2009* (see s67).
- 49.1.4** The entitlement to paid parental leave under this clause is in addition to any entitlement under the Australian Government's Paid Parental Leave scheme.

49.2 Pre-natal leave

- 49.2.1** Employees who are pregnant are entitled to be absent from work for 1 week without loss of pay to attend pre-natal appointments.
- 49.2.2** An employee whose partner is pregnant is entitled to be absent from work for one shift without loss of pay to attend pre-natal appointments.

49.3 Paid maternity leave

49.3.1 Subject to this clause, Employees who give birth to a child are entitled to 14 calendar weeks of paid maternity leave. Such leave may commence up to 6 weeks before the expected birth date and must include the 6 weeks immediately following the birth.

49.4 Special maternity leave

49.4.1 Special maternity leave applies to employees who have a pregnancy-related illness or whose pregnancy has ended other than by the birth of a living child within 28 weeks before the expected date of birth. Such employees may apply for unpaid leave. The maximum period of unpaid leave is the period specified in the medical certificate that is provided as part of the employee's application for special maternity leave. However, the maximum period cannot exceed 52 weeks.

49.5 Partner's leave

49.5.1 An employee whose partner gives birth is entitled to be absent from work for 1 week without loss of pay. The absence must commence within one week of the birth of the child. Where there are exceptional circumstances, the start of leave may be deferred if approved by the Company (e.g. extensive hospitalisation of mother or baby).

49.6 Leave for partner to be the Primary Caregiver

49.6.1 In cases where the birth parent returns to work or the birth parent due to a medical condition is unable to provide primary care and their partner (the employee) is to be the Primary Caregiver for the newborn, the employee is entitled to access up to a maximum of 7 weeks of paid leave. The amount of leave is 14 weeks maternity leave minus the number of weeks of leave taken by the birth parent (which will be a minimum of 6 weeks) minus the 1 week of partner's leave taken at the time of the birth.

49.6.2 Leave for the partner to be the Primary Caregiver cannot be taken at the same time that the birth parent is on maternity leave.

49.6.3 Generally the same rules that apply to the birth parent taking maternity leave to be the Primary Caregiver, will apply to the partner who is to be the Primary Caregiver.

49.6.4 The birth parent may apply to shorten the period of maternity leave in accordance with this clause.

49.7 Adoption leave

49.7.1 An employee who is applying to be the Primary Caregiver of an eligible child/children is entitled to be absent from work for 1 week without loss of pay to attend pre-adoption interviews or examinations.

49.7.2 An employee who is applying to be the secondary caregiver of an eligible child/children is entitled to be absent from work for one shift without loss of pay and 1 shift of unpaid leave to attend pre-adoption interviews or examinations.

49.7.3 Employees who are the Primary Caregiver of eligible child/children are entitled to 14 calendar weeks of paid adoption leave.

49.7.4 An employee who is the secondary caregiver of an eligible child/children is entitled to be absent from work for 1 week without loss of pay on adoption leave and 2 weeks of unpaid adoption leave.

49.7.5 This leave can be taken at the same time as the Primary Caregiver takes adoption leave and must start within 3 weeks of the start of the placement.

49.8 Payment for parental leave

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

49.8.2 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.

49.8.3 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.

49.9 Maximum periods of parental leave

49.9.1 Employees who are the Primary Caregiver are entitled to take leave for up to 52 weeks.

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

49.9.3 The balance of the 52 weeks is unpaid leave.

49.9.4 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.

49.9.5 Any special maternity leave taken contributes to the maximum period of parental leave.

49.10 Varying the period of maternity leave

49.10.1 This clause applies to an employee who has commenced maternity leave.

49.10.2 The employee may extend the period of maternity leave once by giving the Company 14 days written notice before the end of the period of maternity leave. The written notice must state the period by which the leave is extended.

49.10.3 The period of maternity leave may be further extended by written agreement between the employee and the Company.

49.10.4 A period of maternity 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 maternity leave must be a minimum of 6 weeks.

49.11 Continuity of service

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

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

49.12 Transfer to a Safe Job

49.12.1 A pregnant employee has an entitlement to be transferred to an 'appropriate safe job'. An appropriate safe job is a job that has:

- (i) The same ordinary hours of work as the employee's present position; or
- (ii) A different number of ordinary hours agreed to by the employee.

49.12.2 this entitlement applies if the employee 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:

- (i) Illness or risks arising out of the pregnancy; or
- (ii) Hazards connected with that position.

49.12.3 If this requirement is 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.

49.12.4 if there is no appropriate safe job available, then 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.

49.12.5 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.

49.12.6 The employer may require the employee to take a period of unpaid parental leave, if they are eligible, as soon as practical if:

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

49.12.7 The no safe job leave ends when the period of unpaid parental leave starts.

49.13 Returning to work after a period of parental leave

49.13.1 An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

49.14 Return to previous position

49.14.1 An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job, the employee will be entitled to return to the position they held immediately before such transfer.

49.14.2 Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

49.14.3 Employees shall notify the Company if they wish to return to work on a part-time basis. Part-time employment shall be considered depending on operational requirements.

50 DOMESTIC AND FAMILY VIOLENCE LEAVE

50.1 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.

50.2 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.

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

50.4 Aurizon 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.

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

50.6 In the event that the entitlement for leave to deal with family and domestic violence under the Aurizon Domestic and Family Violence Corporate Principle (HWD-00212 effective 01/04/2020) differs from the entitlement as defined in **Clause 50.4** then the greater entitlement will apply.

50.7 This leave is not available in circumstances where the employee is the perpetrator of the domestic and family violence.

51 COVID SPECIAL LEAVE

51.1 Aurizon has a Coronavirus Special Leave Standard which provides paid leave for employees to assist them meet Government Health and Aurizon requirements to minimise spread of COVID-19.

51.2 The Aurizon Coronavirus Special Leave Standard applies to employees covered by this Agreement.

PART 5 – EMPLOYEE RELATIONS

52 CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

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

- i. Production,
- ii. Program,
- iii. Organisation,
- iv. Structure; or
- v. Technology

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

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

52.4 The Company must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in **Clause 52.4** of this Agreement, the effects the changes are likely to have on employees, and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

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

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

52.7 Changes to regular roster or ordinary hours of work

52.7.1 Where the Company proposes to change an employee's regular roster or ordinary hours of work, the Company must consult with the employee or employees affected and their representatives, if any, about the proposed change. The Company must:

- i. provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
- ii. invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and

- iii. give consideration to any views about the Impact of the proposed change that are given by the employee or employees concerned and/or their representatives.

52.7.2 The requirement to consult under **Clause 52.7** does not apply where an employee has irregular, sporadic or unpredictable working hours.

52.7.3 These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

53 CONSULTATIVE COMMITTEE

53.1 There will be a joint Consultative Committee held between the Company, employees and their nominated representatives. The committee has the responsibility of establishing the rules and governance of the committee, which may be amended from time to time by the committee.

53.2 Where nominations for a depot exceed the committee seats available for the depot, an election process will be held jointly with Aurizon and the RTBU. Aurizon will create and communicate the nomination and voting process and the RTBU will conduct the vote where required. Both parties will be mindful of the privacy obligations in the way an election is planned and conducted if required.

53.3 The committee shall be a forum for the discussion of any matters that the Company and employees and their nominated representatives agree to discuss.

53.4 The Company and the employees agree that training for members of the committee and open sharing of information are vital for the effectiveness of the committee.

53.5 The Consultative Committee will be a single committee with leaders and employee representatives from each depot. Specifically, the committee will include:

53.5.1 Company Representatives:

- Regional Operations Manager Hunter Valley
- Regional Operations Manager Wollongong
- Operations Superintendent Newcastle
- Operations Superintendent Quirindi
- Operations Superintendent Antiene
- Minute taker

53.5.2 Employee Representatives:

- 4 employee representatives from Newcastle
- 2 employee representatives from Quirindi
- 2 employee representatives from Antiene
- 1 employee representative from Wollongong, increasing to 2 when the depot size reaches 40 employees
- Union Official

53.6 If an employee representative commences acting in or is promoted to a supervisory role after election as an Employee Representative, a by-election to re-affirm or replace the employee representative will be held.

54 DISPUTE SETTLING PROCEDURE

- 54.1** In the event of a dispute about a matter arising under this Agreement, or in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employee's representative concerned and more senior levels of management as appropriate.
- 54.2** If a dispute arises under **Clause 54.1** and is unable to be resolved at the workplace, and all appropriate steps under the above **Clause 54.1** have been taken, a party to the dispute may refer the dispute to the FWC.
- 54.3** Where the dispute remains unresolved, the FWC may exercise any method of dispute resolution permitted by the Act that it considers appropriate to resolve the dispute.
- 54.4** The Company or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 54.5** Subject to **Clause 54.6**, while the above procedures are being followed, all work shall continue as normal prior to the dispute occurring.
- 54.6** Normal operations will not continue where a genuine and serious safety concern makes it unsafe to continue normal operations and is the issue in dispute.
- 54.7** 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 or prejudiced by the fact that normal work has continued without interruption.

55 WORKPLACE REPRESENTATIVES RIGHTS

- 55.1** The Company recognises the role of workplace representatives and will permit such representatives to perform their role without discrimination. This clause is subject to the representatives concerned continuing to act in accordance with their contract of employment and the terms and conditions of this Agreement. The Company recognises that a union covered by this Agreement may have workplace representatives in the workplace.
- 55.2** It is further recognised that workplace representatives represent employees at the workplace and will be allowed reasonable time to attend to any work related matters, without limitation, on behalf of employees but must advise their supervisor prior to attending to any such matters.
- 55.3** The Company will allow workplace representatives reasonable access to telephone, facsimile, photocopying and email services, where available and provided, for the purpose of carrying out their role. The use of resources by a workplace representative will be subject to the representative complying with the prevailing company policy provisions (which shall not impose unreasonable restriction on the operation of this sub clause) and the specific directions of the site manager.
- 55.4** Workplace representatives 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 representatives seeking such leave are

required to give two (2) weeks' notice and the Company will not unreasonably refuse to approve such leave.

55.5 The Company will provide a lockable notice case to be used by workplace representatives 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.

55.6 Special paid leave, at the hourly base rate, will be granted to employees of the Company for the time they would have been performing their rostered hours if the employees:

55.7 Are elected as a workplace representatives; or

55.8 Are elected through the Australian Electoral Commission as workplace representatives of a union which is covered by this Agreement,

55.9 to attend the Union's National Council; National Executive, Branch Council, Branch Executive or Divisional Committee meetings, or an otherwise equivalent.

55.10 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:

55.11 Is required to apply for leave at least four (4) weeks prior to the meeting; and

55.12 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.

56 WORKPLACE RELATIONS TRAINING

56.1 Workplace relations training is specifically targeted at maintaining harmonious workplace relations between the Company and its employees.

56.2 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 representatives. Unions covered by this Agreement will fund all costs associated with the development and delivery of that specific workplace relations training programmes.

56.3 Subject to operational requirements, the Company will allow:

- i. A maximum Nine (9) days per depot each calendar year to attend training under this arrangement;
- ii. These training days may be shared across depots provided that the total amount taken each year does not exceed the total allowable for all depots.
- iii. Any such time paid will only be made at the Base Remuneration Hourly Rate of pay only.

PART 6 – REMUNERATION AND RELATED MATTERS

57 OVERTIME

- 57.1** Overtime is time worked in excess of their Ordinary Base Hours during a Roster Cycle in accordance with **Clause 21.2** of this Agreement.
- 57.2** Overtime will be reconciled and paid at the end of an employee's Roster Cycle.
- 57.3** Stand Alone overtime will be paid on the pay day following the pay period in which the overtime was worked.
- 57.4** Overtime will be paid at the Rate for the applicable classification in **Clause 64.9** of this Agreement.
- 57.5** Stand Alone overtime will be paid at the Rate for the applicable classification in **Clause 64.9** of this Agreement.
- 57.6** Employees may be required to work reasonable rostered overtime in excess of the Ordinary Base Hours during a Roster Cycle in accordance with **Clause 21.4.1** of this Agreement.
- 57.7** Where an employee is required to be on duty in excess of 12 hours for a shift due to an emergency, (refer to **Clause 29**) all such excess time shall be deemed to be Stand Alone overtime and paid with the applicable rate **Clause 64.9** of this Agreement.

58 ALLOWANCES

58.1 Driver Only Operation Allowance

- 58.1.1** The implementation of Driver Only Operations shall occur subject to the conditions as set down in this Agreement and Appendix 2 of this Agreement.
- 58.1.2** An allowance of 18% will apply for the total shift where any portion of a shift involves Driver Only Main Line.
- 58.1.3** An allowance of 9% will apply for the total shift where more than 4 hours of a shift involves DOO Shunt. Where less than 4 hours of a shift, within a dedicated Company Yard / Terminal is DOO Shunt then such allowance will be paid for a minimum of 4 hours.
- 58.1.4** Such allowance is to be paid on the Base Remuneration Hourly rate.

58.2 Car Allowance

- 58.2.1** 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 station.
- 58.2.2** In the case of a motor vehicle the cost reimbursed shall be at the rate per kilometre for their vehicle size which is specified by the Australian Taxation Office and shall include the cost of tolls.

58.3 Excessive Shift Length Meal Allowance

58.3.1 Where a shift is in excess of the shift limits set down in **Clause 27** a meal allowance of \$35.44 shall be paid. This allowance is to increase by the CPI each year for the life of the Agreement.

58.3.2 When this allowance is necessary to be paid, the Company may require an employee to provide a report on the reasons for the shift length breach occurring.

58.4 Meal Expenses - at Barracks and on Temporary Transfer

58.4.1 Employees who are required to rest away in barracks in accordance with the provisions set down in **Clause 35** shall be paid \$35.44 for every 8 hours or part thereof they are away from their Home Depot.

58.4.2 When employees are away from home in the case of temporary transfer, they shall be paid \$35.44 for every 8 hours or part thereof they are away from their home. 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.

58.4.3 This allowance shall be adjusted in line with CPI increases each year at 31st October for the life of the Agreement.

58.5 Distributed Power Allowance

58.5.1 An allowance of 10% will apply for the total shift where any portion of the shift involves Distributed Power. Such allowance is to be paid to all qualified drivers on the Base Remuneration Hourly rate.

58.6 Payment for use of employee's own motor vehicle and travel to multiple sign on points:

58.6.1 Where an employee agrees to use his/her own vehicle to travel to another sign on/sign off point, in accordance with **Clause 37**, the employee shall be reimbursed for additional expense associated with any extra distance from the employee's usual residence to their usual home base (e.g. usual commute 7 kilometres, commute to new sign-on/sign-off point 12 kilometres – reimbursement for 5 kilometres extra distance).

58.6.2 In the case of a motor vehicle the cost reimbursed shall be at the rate per kilometre for their vehicle size which is specified by the Australian Taxation Office and shall include the cost of tolls.

58.6.3 For other travel, i.e. public transport, the additional costs which are reasonably incurred shall be reimbursed, however pre-approval is to be obtained before the use of taxis as other travel.

59 HIGHER DUTIES

59.1 Where the Company requires an employee to act in a higher classified role the employee will be paid a "higher duties" allowance for each such shift worked. The amount of the higher duties allowance is the difference between:

- i. The employee's Base Remuneration Hourly Rate contained in this Agreement; and

- ii. The classification Base Remuneration Hourly Rate contained in this Agreement for the role in which the employee is acting.

59.2 The higher duties allowance will be included in the calculation of the payment for overtime.

59.3 To avoid doubt this clause does not result in the employee being reclassified to the higher classified role. The employee remains classified in their existing role and is paid an allowance for acting in the higher duties role.

60 SUPERANNUATION

60.1 On commencement, an employee shall be entitled to have the Company make a superannuation contribution 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.

60.2 The Company's contribution will be the percentage specified by the Superannuation Guarantee (Administration) Act 1992 (Cth) from time to time and will be calculated on the Base Remuneration for each classification of employee.

61 SALARY SACRIFICE

61.1 Salary sacrifice is available for employee contributions into a superannuation fund as listed in **Clause 60** of this Agreement.

61.2 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.

61.3 The Company will not be liable:

- i. If the law or the view of the Australian Tax Office in relation to salary sacrifice changes;
- ii. For financial advice to employees in relation to salary sacrifice arrangements; and
- iii. For any costs or losses associated with salary sacrifice arrangements.

62 SALARY PACKAGING

62.1 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.

62.2 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.

62.3 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.

- 62.4** 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.

63 CLASSIFICATIONS

- 63.1** There will be one classification structure for Coal Operations employees. Details of the Position Descriptions are attached to this Agreement as **Appendix 4** of this Agreement.

The Coal Operations stream provides a structured career path for employees who are engaged in positions with a view to becoming a Locomotive Mainline Driver. These roles would typically Include:

- 63.1.1** Level 1 - Trainee;
- 63.1.2** Level 2 - Second Person;
- 63.1.3** Level 3 - Driver in Training;
- 63.1.4** Level 4 - Mainline Driver; and
- 63.1.5** Level 5 - Driver Trainer.

- 63.2** On commencement of employment, employees shall be classified by the Company in accordance with the indicative duties for each classification prescribed in **Appendix 4** of this Agreement.

- 63.3** The following factors relate to Classifications:

- i. Level of experience;
- ii. Range of skills (including level of training or competency) required to perform duties;
- iii. Level of supervision (including degree of instructions required and/or given); and
- iv. Degree of responsibility.

- 63.4** Classification of employees will be categorised in accordance with the following:

- 63.4.1** Level 1 - Trainee — A trainee is an employee who has limited knowledge and experience in the rail industry.
- 63.4.2** Level 2 - Second Person — A Second Person is an employee in the operations stream who is qualified in safe working systems applicable to the states they will be operating in and have reasonable experience and knowledge in the rail industry.
- 63.4.3** Level 3 - Driver in Training — A Driver in Training is an employee who possesses "engine and air" qualifications and is undertaking on job driving training under the instruction of a Driver Trainer.
- 63.4.4** Level 4 - Mainline Driver — A Mainline Driver is an employee who holds locomotive driver qualifications for mainline train operations.
- 63.4.5** Level 5 - Driver Trainer — A Driver Trainer is an employee who meets the skill set and classification requirements for a Mainline Driver and holds a Certificate IV in Training and Assessment and demonstrates their ability to plan, deliver and review training and assessments, including route qualifications and assessments for Company employees. A **Mentor Driver** is a Mainline Driver who temporarily acts as a Level 5 (Driver Trainer). A

Mentor Driver holds some of the qualifications of a Driver Trainer and is appointed to perform higher duties on a temporary basis.

64 REMUNERATION

- 64.1** An employee will be paid in accordance with **Clause 64.9** of this Agreement.
- 64.2** Subject to the approval of this Agreement by the FWC, employees will receive the fortnightly wages set out in **Clause 64.9**. The wage increase upon commencement will be backdated to expiry of the 2018 Enterprise Agreement.
- 64.3** Employees will be paid fortnightly by electronic funds transfer paid into a bank account nominated by each individual employee.
- 64.4** 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, employees will be paid a Base Remuneration.
- 64.5** The Base Remuneration is defined by total remuneration divided by 1976 hours giving employees their Hourly rate of pay.
- 64.6** The Base Remuneration is payment for 1976 ordinary hours per annum. The Base Remuneration includes payment for any disabilities associated with:
 - 64.6.1** Working between 1800 hours and 0600 hours; and
 - 64.6.2** Working ordinary hours on Saturday and / or Sunday
- 64.7** The Company and an employee may agree that the employee will not be available to be rostered for ordinary hours on Saturdays and Sundays. In such circumstances the employee will, have the Base Remuneration reduced by 18%. For the removal of doubt, employees will not be affected if they make themselves available for all work on their master roster.
- 64.8** The Company and an employee may agree that the employee will not be available to be rostered for ordinary hours between 1800 hours and 0600 hours will have the Base Remuneration reduced by 7%. For the removal of doubt, employees will not be affected if they make themselves available for all work on their master roster.

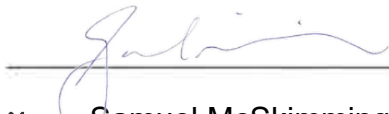
64.9 Annual Remuneration Table

The hourly rates of pay in this table have been rounded to two decimal places. Hourly rates of pay on payslips are shown in cents per hour, effectively taking the rates below to four decimal places. Due to rounding factors the hourly rate shown on payslips may differ from the hourly rates displayed here.

Classification	2018 EA	From 10 November 2021	From 10 November 2022	From 10 November 2023	From 10 November 2024
Trainee (Level 1)		2.5%	2.5%	2.5%	2.5%
Annual	\$70,642.00	\$72,408.18	\$74,218.30	\$76,073.66	\$77,975.56
Base Remuneration	\$2,717.00	\$2,784.93	\$2,854.55	\$2,925.91	\$2,999.06
Base FN remuneration hourly rate	\$35.75	\$36.64	\$37.56	\$38.50	\$39.46
Overtime rates per hour		\$62.29	\$63.85	\$65.45	\$67.08
Second Person (Level 2)					
Annual	\$84,355.44	\$86,464.30	\$88,625.94	\$90,841.66	\$93,112.76
Base Remuneration	\$3,244.44	\$3,325.55	\$3,408.69	\$3,493.91	\$3,581.26
Base FN remuneration hourly rate	\$42.69	\$43.76	\$44.85	\$45.97	\$47.12
Overtime rates per hour		\$74.39	\$76.25	\$78.15	\$80.11
Driver in Training (Level 3)					
Annual	\$97,989.84	\$100,439.56	\$102,950.64	\$105,524.38	\$108,162.60
Base Remuneration	\$3,768.84	\$3,863.06	\$3,959.64	\$4,058.63	\$4,160.10
Base FN remuneration hourly rate	\$49.59	\$50.83	\$52.10	\$53.40	\$54.74
Overtime rates per hour		\$86.41	\$88.57	\$90.79	\$93.05
Mainline Driver (Level 4)					
Annual	\$117,690.56	\$120,632.72	\$123,648.46	\$126,739.60	\$129,908.22
Base Remuneration	\$4,526.56	\$4,639.72	\$4,755.71	\$4,874.60	\$4,996.47
Base FN remuneration hourly rate	\$59.56	\$61.05	\$62.58	\$64.14	\$65.74
Overtime rates per hour		\$103.78	\$106.38	\$109.04	\$111.76
Driver Trainer (Level 5)					
Annual	\$129,388.48	\$132,623.14	\$135,938.66	\$139,337.12	\$142,820.60
Base Remuneration	\$4,976.48	\$5,100.89	\$5,228.41	\$5,359.12	\$5,493.10
Base FN remuneration hourly rate	\$65.48	\$67.12	\$68.79	\$70.51	\$72.28
Overtime rates per hour		\$114.10	\$116.95	\$119.88	\$122.87

PART 7 – SIGNATORIES

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




Signed Date 3 / 12 / 2021

Name: Samuel McSkimming

Position: General Manager NSW & SEQ

Address: 1/121 Woodstock Street Mayfield NSW 2304

Signed for and on behalf of the **employees** of Aurizon Operations Limited and Interail Australia Pty Ltd (NSW business)



Signed Date 3 / 12 / 2021

Name:

Position:

Address

Alexander Claassens
Branch Secretary RTBH NSW Branch
4/321 Pitt st, Sydney, NSW, 2000.

APPENDIX 1

1 PUSH-PULL OPERATIONS TERMS & CONDITIONS

1.1 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 route 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.

1.2 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 and route 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.

1.3 No agreement: In the event of disagreement the Dispute Settling Procedure will apply.

Push Pull Appendix – Shift Limitations

Max Rostered Shift Length (sign on to sign off)	Type of Working / Crew Combination
9 hours	- 2 person push pull (DOO).
10 hours	- 3 Person Push Pull (2 Route Qualified Mainline Drivers + 1 2nd Person) - 4 Person Push Pull (2 Route Qualified Mainline Drivers + 2 2nd Persons)
11 hours.	- 3 Person Push Pull (2 Route Qualified Mainline Drivers + 1 non-qualified Mainline Driver or Driver in Training) - 4 Person Push Pull (2 Route Qualified Mainline Drivers + 2 non-qualified Mainline Driver or Driver in Training) - 3 Person Push Pull (3 Route Qualified Mainline Drivers) - 4 Person Push Pull (4 Route Qualified Mainline Drivers) - Sign on between 0500 hrs. – 1500 hrs. - 3 Person Push Pull (2 Route Qualified Mainline Drivers + 1 2 nd Person) - 4 Person Push Pull (2 Route Qualified Mainline Drivers + 2 2 nd Persons)

APPENDIX 2

2 DRIVER ONLY OPERATIONS (DOO)

- 2.1** The Company may only introduce driver only shunting, local and mainline duties within their operation are safe working regulations allow.
- 2.2** The Company will facilitate involvement by the employees and their representatives wherever the Company wishes to introduce DOO.
- 2.3** DOO shall be a rostering and operational option whenever DOO conditions are satisfied and agreed.

In particular:

- Hours of Work (**Clause 21**)
- 100% on and off train communications, with all operators, operating over the Corridor having compatible communications.
- Emergency call function, direct to Train Control.
- Driver Only locomotives that are of the standard outlined in Appendix 6 of this Agreement.
- Accreditation by the relevant regulators and track owners for infrastructure, communications, and safe working arrangements applicable to Driver Only operations.
- Operating procedures applicable to Driver Only Operations.
- Emergency procedures applicable to Driver Only Operations.
- End of Train monitoring Device, as mandated by the appropriate NSW Authority.
- Penalty Brake application alarm to Train Control.
- Deadman device Technology as mandated by the appropriate NSW Authority.

2.4 Mainline Work

The minimum amount of time spent in barracks (or rest away from home) for DOO mainline shifts will be 10 hours.

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.

Any one week (i.e. one line of the roster) containing mainline DOO shifts shall not exceed 40 hours.

Rosters for mainline DOO shall be based on the timetabled train running time.

The Hours of operation for Driver Only Operation shall be subject to the consultative process as prescribed for in this Agreement and industry fatigue management principles.

2.5 DOO Implementation

The parties agree to a staged implementation of driver only mainline operations within the Companies Operations. The parties recognise the need for local driver depots to be involved in all aspects of the implementation.

There shall be no forced redundancies or relocations as a result of the Introduction of Driver Only Operation.

DOO shunting will be implemented at all sites in accordance with this Agreement.

DOO mainline relief will be implemented in all corridors, in accordance with this Agreement.

2.6 Procedures For Tests and Trials Of Driver Only Operated Trains

The procedures are as follows:

Total involvement of employees and their representatives

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.

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.

Agreement to be reached by the local DOO committee on DOO relief points, test and trial locations and sections.

Ensure all urban and regional emergency services, personnel (SES, CFA, police etc.) are aware of and accept the agreed procedures relating to emergencies.

That there is clear and unimpeded track access for emergency services on all DOO corridors.

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.

2.7 The local DOO / rostering committee will monitor and review the fatigue management issues.

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.

The Company will introduce a "Living with Shift work" training and education program.

- 2.8** 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. DOO Local shifts will be rostered to a maximum of 8 hours (sign on to sign off).
- 2.9** Driver Only Local Working / shifts are not to be performed in situations / locations where the drivers may become isolated, and thus place themselves in a potentially unsafe situation.

CAB STANDARDS ON LOCOMOTIVE HAULED TRAINS INCLUDING DRIVER ONLY OPERATION

The following minimum standards are to apply in Locomotive Cabs operating in the network. 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) Locomotive Toilets** are to be fitted with holding tanks and of flushing type similar to a micophor type toilet and must have a hand basin in working condition. Toilets will be deep cleaned by contractors at each major locomotive service.
- 5) Coupler lights** are to be fitted on "A" and "B" ends with a switch mounted on either corner of the locomotive.
- 6) Radio equipment and positioning** are to be by agreement with the relevant State Locomotive Division of the RTBU.
- 7) New seating type** to be provided — Bremsby Grammer FA 416 AW, or an alternate where agreed to between the parties.
- 8) Rear vision mirror demister type** fitted.
- 9) Air conditioning** to be provided with the controls near the driver.
- 10) A fridge** is to be provided.
- 11) Fluorescent cab lighting** is to be provided.
- 12) 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 changeover 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.
- 13) **Deadman Technology** as mandated by the appropriate Rail Safety Authority.
 - 14) **All cab windows** to be fitted with blinds. Positive notching type and silver backing.
 - 15) **A shadow board** and DOO equipment box is to be provided.
 - 16) **Fit ditch (fog lights) lights (low visibility lights)** to the Section 13 standard.
 - 17) **AM and FM radio** and CD player is to be provided.
 - 18) **Upgrade hot plate** and provide toaster rack or a toaster.
 - 19) **Provide dynamic brake cut out switch.**
 - 20) **Provide a circuit breaker** for the Dynamic brake rheostat.
 - 21) **Whistle cords** are to be replaced with a toggle joystick type.
 - 22) **350 watt headlights** are to be fitted.
 - 23) **Provide headlight / ditch light failure indicator lights LED type.**
 - 24) **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.
 - 25) **Door locking** is to be provided by the wedge type door handles.
 - 26) **In cab Fuel level indicator** is to be provided.
 - 27) **Handrails** are to be provided on the catwalks of all narrow car body type locomotives.
 - 28) **Countdown feature** is to be provided in 10 metre increments for train length.
 - 29) **Marker lights** are to be changeable from the cab.
 - 30) **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.
 - 31) **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.
 - 32) **A kettle** is to be provided in the cab in a secure location and free from rattles.
 - 33) **Timetable clip and light** is to be provided.

- 34) Jumper cables are to be semi permanently mounted at each end of the locomotive.**
- 35) End of train monitoring is to be provided, as mandated by the appropriate Rail Safety Authority.**
- 36) Traction motor cut out switch is to be provided on main line locomotives.**
- 37) Quick response throttles are required on shunt locomotives.**
- 38) A sonar alert is to be provided in place of all clacker bells (alarm bells).**
- 39) All locomotive cabs are to be equipped so they can be locked when left unattended**

APPENDIX 3

3 ACCOMMODATION Standards

3.1 Minimum Accommodation Standards for Company Employees General Standards

- The accommodation must be in a quiet location.
- Rooms must be acoustically sound to prevent external noise or noise from adjacent rooms impacting upon the occupant's ability to sleep at any time of day or night.
- The accommodation must be 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 contract.
- Rooms cleaned and serviced after each use.
- Reverse cycle air conditioning with individual adjustment for each room.
- Hot and cold running water.
- Power points (including shaver) to be provided, including in bathroom.
- Draft excluder for any external doors.
- Window shutters 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.

3.2 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.

3.3 Meals and Cooking Facilities

- All members are entitled to partake of hot, cooked meals at any time during their absence from their homes.
- Barracks and Hotels / Motels must have 24 hour cooking facilities.

3.4 Alternative Meal Arrangements:

- Kitchenette type facilities (stove/cooker, griller and utensils) are to be available in each room. Rooms must also have a microwave oven, toaster, tea/coffee facilities, crockery and cutlery.
- Where Kitchenette type facilities are not available (and alternative accommodation with these facilities is not available), the employer is responsible for organising for the provision of cooked meals at times as required by members during their stays (if required outside the normal business hours).
- Such meals are to be made available to employees at a price consistent with the meal allowance being paid to the employee as part of the prevailing industrial agreement.

- If meals cannot be provided, the employer is responsible for providing/arranging suitable transport to enable members to readily access cooked meals at other suitable locations.
- As an alternative, if the employer can arrange access to full 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.

3.5 Sleeping Quarters Beds:

- Double bed ensemble (long type).
- The bed must be no less than King Single size ensemble.
- Electric Blanket.
- Spare pillow & blanket.

3.6 Clothes hanging areas:

- Wardrobe for hanging clothes.

3.7 Radio Alarm Clock:

- Must be in all individual rooms if no other method of being called for duty is available.
- Crew calling facilities. A suitable method for calling crews at rest (wake up calls) must be provided by the employer at any location where crews are required to undertake rest in accordance with relevant Workplace Agreement/s.

3.8 General Amenities

- Refrigerator.
- Colour TV.
- Fitted carpet to be provided in areas (including hallways) except wet areas.
- Table and chairs in individual rooms.

3.9 Direct Dial Telephone

- for outgoing calls.
- Phone calls made to legitimate nominated locations/numbers such as depots/Trains/Train Control Centres, related to the employee's duties, are the responsibility of the employer.
- Provision must be made for any such calls to be billed to the employer unless other alternative arrangements are in place.

3.10 Clothes Drying Facilities

- Iron & Ironing Board: In all individual rooms. Must be available 24 hours a day.

3.11 Bathroom and Toilet Facilities Serviced Apartments:

- Ensuite bathroom/toilet facilities (separate soap for the washbasin and shower).
- Please note: Separate ensuite bathroom/toilet facilities must be available for each occupied bedroom.

- Lighted mirror in individual room and bathroom.
- Sanitary disposal unit (as required).
- Clean towels (bath, hand and floor mat) and fresh linen are to be supplied for each use.

3.12 Fire Safety Systems/Equipment/Alarms

All accommodation must comply with the relevant State Fire

- Codes for accommodation specific buildings. This includes (but is not limited to) Fire Alarms and Smoke Detectors, Sprinkler Systems, Fire Fighting Equipment, Fire Escapes, Emergency Exits and Signage, and Evacuation Procedures. Where necessary it will be the responsibility of the Employer to provide verification of this compliance to the workplace representative/s.

NSW Coal Operations Enterprise Agreement 2021

APPENDIX 4

4 POSITION DESCRIPTIONS

4.1 Position Descriptions

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	Mandatory Qualifications
Trainee	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"> Working safely is a condition of employment Operate motor vehicles Cleaning/sanding of locomotives, including cabs Locomotive provisioning and marshalling of locomotives for service Act as a signalperson, where trained to do so Answer telephones Data entry Door inspections Conduct roll by Assist in the recovery of rolling stock following derailments etc. Promote and contribute to customer service 	<ul style="list-style-type: none"> Hold current drivers licence

Classification	Primary Objective of Role	Responsibilities	Mandatory Qualifications
Second Person	The primary objective of this position is to take an active role in Train Crew operations.	<ul style="list-style-type: none"> Working safely is a condition of employment Undertake responsibilities of Trainee Perform shunting operations Locomotive observer assisting operators in shunting and marshalling trains Load / unload trains Examine wagons for defects and examine and certify trains as ready for departure where qualified Undertake line haul work as a second crew member (2nd Person only) Undertake training to advance to higher levels 	<ul style="list-style-type: none"> Hold current drivers licence Hold Network Rules All Systems Safe working certificate in the state in which they are operating Hold Certificate of Competence as a Second Person. <p>Desirable</p> <ul style="list-style-type: none"> Hold Certificate Level 3 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"> Working safely is a condition of employment Undertake responsibilities of Second Person Driving and operation of locomotives under the supervision of a Mainline Driver or Driver Trainer Daily locomotive checks Supervise shunting operations minor repairs to locomotives refuel/provision locomotives Promote and contribute to customer service 	<ul style="list-style-type: none"> Holder of current drivers licence Holder of Network Rules All Systems Safe working certificate in the relevant state they are working Holder of Certificate of Competence as a Second Person. Holder of Diesel Engine and Air Braking System certificate in the State in which they are operating <p>Desirable</p> <ul style="list-style-type: none"> Holders of Certificate Level 3 in Train Operations

Classification	Primary Objective of Role	Responsibilities	Mandatory Qualifications
Mainline driver	The primary objective of this role is to perform train operation driving tasks	<ul style="list-style-type: none"> Working safely is a condition of employment 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, Trainee Management of relief when required Single manning of locomotives where agreed and required 	<ul style="list-style-type: none"> Holder of current drivers licence Holder of Network Rules All Systems Safe working certificate in the relevant state they are working Holder of Diesel Engine and Air Braking System certificate in the State in which they are operating Holder of Certificate of Competence as a Mainline Driver <p>Desirable</p> <ul style="list-style-type: none"> Holders of Certificate Level 4 in Train Driving
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"> Working safely is a condition of employment Undertake responsibilities of Mainline Driver Plan and deliver training sessions Review training and training gaps Plan and conduct assessments Review assessments Plan a series of training sessions Assist to develop training modules Assist in incident investigations Maintain competency as Driver <p>A Mentor Driver is a Mainline Driver who temporarily acts as a Level 5 (Driver Trainer). A Mentor Driver holds some of the qualifications of a Driver Trainer and is appointed to perform higher duties on a temporary basis.</p>	<ul style="list-style-type: none"> Holder of current Holder of Network Rules All Systems Safe working certificate in the relevant state they are working Holder of Diesel Engine and Air Braking System certificate in the State in which they are operating Holder of Certificate of Competence as a Mainline Driver Certificate Level IV in Workplace Training and Assessing <p>Desirable</p> <ul style="list-style-type: none"> Holders of Certificate Level 4 in Train Driving drivers licence

NSW Coal Operations Enterprise Agreement 2021

APPENDIX 5

5 GRAIN WORKING

- 5.1** This Appendix is to facilitate Ad Hoc Grain Working.
- 5.2** The Company must conduct Risk Assessments and develop procedures for all locations to be utilised.
- 5.3** Crews allocated to Ad Hoc Grain Working will be dedicated to it, and all other conditions of employment under this Agreement will apply.
- 5.4** The Company will facilitate temporary transfer to locations where grain loading / unloading operations are to occur.
- 5.5 Temporary Transfers**
- 5.5.1** Employees may be temporarily transferred to a location for a maximum period of four (4) weeks. The Company and employee may mutually agree to a longer transfer period, but no more than 3 months (90 days).
- 5.5.2** Volunteers will be called for and in the event that insufficient Employees volunteer, Employees may be selected with individuals circumstances will be assessed with regard to be reasonableness to temporary transfer.
- 5.5.3** Employees temporarily transferred to a location must be suitably qualified in Locomotive traction and wagon type (e.g.: ECP or pneumatic, safeworking requirements and route qualified).
- 5.5.4** 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.
- 5.5.5** Employees may be authorised to use their own vehicle to travel to and from the temporary transfer location. Where an employee uses their own car as agreed, the employee shall be reimbursed according to the current mileage rates provided by the Australian Taxation Office and in line with Company policy.
- 5.5.6** Employees who are temporary transferred for ad hoc Grain Working will be paid a meal allowance of;

Meal Allowance	\$
Breakfast	25.75
Lunch	29.35
Dinner	50.65

- 5.5.7** The Company will provide accommodation at the temporary transfer location if required. The employee may elect to arrange their own accommodation. Where the employee elects to arrange their own accommodation they will notify their leader no less than one (1) day prior to start of the temporary transfer.
- 5.5.8** Employees who are temporarily transferred to a location for ad hoc Grain Working and elect to arrange their own accommodation they will be paid an accommodation allowance of:

Accommodation Allowance	Tier 2 Country Centres (as Defined by the ATO)	Other Country Centres (as defined by the ATO)
Employee Annual Base Salary \$119, 651.00 and Below	\$134.00	\$114.00
Employee Annual Base Salary \$119,651.00 -- \$212,950.00	\$152.00	\$136.00

- 5.5.9** No accommodation allowance will be paid if the accommodation is arranged by the Company.
- 5.5.10** Allowances shall be reviewed annually and adjusted in accordance with ATO guidelines. Any allowance referred to in an ATO published guideline will not exceed the applicable maximum reasonable allowance contained within the ATO guideline.
- 5.5.11** Where an Employee has been temporarily transferred to a location and due to operational requirements and are required to work to a barracks location for rest then the employee will only entitled to the barracks meal allowance. They will not receive the daily meal allowance for the duration of the barracks shift. Where the bed allowance is applicable to the temporary transfer it will still apply.
- 5.5.12** Employees 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. Aurizon 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.

5.6 Rosters

- 5.6.1** Employees who are temporarily transferred to a Grain Location for the purposes of ad-hoc Grain working will be assigned to a Grain Roster
- 5.6.2** The Grain Roster will be a Blank Line zoned roster. A blank line zoned roster is a roster where no known work is indicted. The Zones can be modified by agreement with the affected employees thru the roster development process.
- 5.6.3** Advice of working times for employees will be as follows:
- I.** Employees will receive advice of their roster on the posted roster, which is posted by 1600 hours each day. Advice contained in the posted roster will include working between 0600hours - 2359hours for the subsequent day.
 - II.** Where operationally required an employee may be required to lift up or lay back in accordance with **Clause 24** of the Coal NSW Enterprise Agreement.
- 5.6.4** While an Employee is temporarily assigned to a grain roster for the purposes of facilitating ad-hoc grain working they may be required to operate coal services. Where this occurs the employee will be notified and will work in accordance with their Coal Master Roster.
- 5.6.5** At the conclusion of the temporary transfer to a grain location employees will return to Home Depot and to the working of their Coal Master roster.

APPENDIX 6

6 WORKPLACE PRIVACY, EMPLOYEE SURVEILLANCE AND COMMUNICATIONS MONITORING

- 6.1** Aurizon respects Employees' rights to privacy. Aurizon will ensure Employees' privacy by keeping personal information confidential.
- 6.2** The parties recognise that some workplace monitoring is a legislative requirement. This clause does not diminish those requirements.
- 6.3** Any device used within a current or proposed procedure to record any Employee's actions or interactions is only to be accessed for post-incident investigations as defined by rail safety legislation.
- 6.4** Any device that monitors or records an Employee can only be introduced in the workplace through the consultation process as outlined in **Clause 52** of this Agreement and must meet the requirements of any relevant legislation.
- 6.5** Each device must have a specific procedure developed for its usage, be reviewed via both safety committees and the Consultative Committee and be agreed to by Employees and the Union.
- 6.6** Any video or voice recording held by Aurizon or another company (such as ARTC) will only be accessed by senior management and only to investigate an incident.
- 6.7** Any device used within a current or proposed procedure to record any employee actions or interactions is only to be accessed for post-incident investigations as defined by the Rail Safety Act, or where a formal complaint is made by an employee covered by this Agreement against a fellow employee covered by this Agreement. Any disciplinary action will be in line with the agreed disciplinary procedure.
- 6.8** The Company will not implement or install any video or voice recording equipment in locomotive cabs over the term of this Agreement (excluding External Forward-Facing Camera).

APPENDIX 7

7 ANTIENE TIP SHIFT

- 7.1** This operation is unique to Antlene Depot.
- 7.2** On arrival at Antlene, the trains arrive at the unloading bin where the second person / co driver alights to perform the operations of the Antlene bin operator.
- 7.3** The driver proceeds to drive the train around the balloon loop and unload as required.
- 7.4** This shift is a 9 hour shift limit for all crew members from sign on to sign off.

APPENDIX 8

8 WOLLONGONG TIP SHIFT / LEAD UNLOADER

- 8.1** This appendix is unique to the Wollongong Depot and applies when the Second Person/ Co-Driver is required to alight from the train to perform the role of Lead Unloader at any unload point in the Illawarra Region.
- 8.2** The Lead Unloader will operate unload equipment and / or supervise assistant unloaders.
- 8.3** The Driver shall proceed the train through the unload facility and unload as required.
- 8.4** A 9-hour shift limit shall apply for all crew members.
- 8.5** A 9-hour shift limit shall also apply to anyone rostered to perform the role of Lead Unloader.

APPENDIX 9

9 DISPUTE NOTIFICATION

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 NSW Coal Operations Enterprise Agreement 2021. The details of this dispute are as follows:

The Decision 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 are: _____

Your name: _____

Position: _____

Signed: _____

Contact No: _____

Written undertakings under section 190 of the *Fair Work Act 2009*

Aurizon NSW Coal Operations Enterprise Agreement 2021

Dear Registrar

Aurizon Operations Limited and Interail Australia Pty Ltd (collectively, Aurizon) hereby undertake the following in relation to the Aurizon NSW Coal Operations Enterprise Agreement 2021 (the **Agreement**):

1. Annual leave

For the purposes of subclause 39.3.1 (i) of the Agreement, the reference to "in 7 days blocks" for the taking of annual leave will be read as can be 'any continuous' 7 day block.

Signed for and on behalf of
Aurizon Operations Limited



Name: Samuel McSkimming
Title: General Manager NSW & SEQ
Date: 3/12/2021

Signed for and on behalf of
Interail Australia Pty Ltd



Name: Samuel McSkimming
Title: General Manager NSW & SEQ
Date: 3/12/2021

Schedule 2.2—Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:

- (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) 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
- (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing—at any time.