



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Australia Western Railroad Pty Ltd
(AG2014/8267)

AURIZON (WESTERN AUSTRALIA) ROLLINGSTOCK MAINTENANCE ENTERPRISE AGREEMENT 2014

Rail industry

COMMISSIONER CARGILL

SYDNEY, 8 DECEMBER 2014

Application for approval of the Aurizon (Western Australia) Rollingstock Maintenance Enterprise Agreement 2014.

[1] An application has been made for approval of an enterprise agreement known as the *Aurizon (Western Australia) Rollingstock Maintenance Enterprise Agreement 2014* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) by *Australia Western Railroad Pty Ltd*. The agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Australian Rail, Tram and Bus Industry Union - Western Australia Branch - Rail Division has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54, will operate from 15 December 2014. The nominal expiry date is 10 May 2017.



**AURIZON
(WESTERN AUSTRALIA)
ROLLINGSTOCK MAINTENANCE
ENTERPRISE AGREEMENT 2014**

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PART 1 - THIS AGREEMENT AND ITS OPERATION

2. TITLE

The title of this Agreement is the Aurizon (Western Australia) Rollingstock Maintenance Enterprise Agreement 2014.

3. APPLICATION

This Agreement applies to:

- 3.1 Aurizon and its employees employed at locations in Western Australia and who are engaged in any of the classifications set out in clause 22, *Rates of Pay* of this Agreement and,
- 3.1.1 Australian Rail Tram and Bus Industry Union (“RTBIU”);
- 3.1.2 Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Employees (“AMWU”);
- 3.1.3 Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (“CEPU”),
- (subject to the RTBIU, AMWU and/or CEPU notifying the Fair Work Commission that it seeks to be covered by this Agreement and the Fair Work Commission approving this Agreement).

4. INTERACTION WITH OTHER AWARDS AND AGREEMENTS

This Agreement operates to the exclusion of any award or agreement which might otherwise apply to Aurizon and its employees covered by this Agreement.

5. TERM OF AGREEMENT

This agreement shall operate from the day specified by the Fair Work Commission in accordance with s54 of the Act. The nominal expiry date of the Agreement shall be 10 May 2017.

6. RELATIONSHIP TO NATIONAL EMPLOYMENT STANDARDS (NES)

It is not the intention of the parties that this Agreement operates in any way that is less favourable than the NES (except where allowed by the Act). If, in a particular situation this Agreement could be interpreted as providing a less favourable outcome to employees, then the NES will apply to the extent of the inconsistency.

7. DEFINITIONS AND INTERPRETATIONS

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

- **“Act”** means the *Fair Work Act 2009*.
- **“Agreement”** means the *Aurizon (Western Australia) Rollingstock Maintenance Enterprise Agreement 2014*.
- **“Aurizon”** means Australia Western Railroad Pty Ltd (ACN 094 792 275), the employer.
- **defined term employment** means a form of employment where an employee is employed for a defined period or task.
- **“full time employment”** means a form of employment where an employee is employed on the full time average of 38 hours per week.
- **“home depot”** means the employee’s appointed operational base or temporary operational base where the employee is working away from home on temporary transfer.

- **“ordinary hours”** for a full time employee means an average of 38 hours per week.
- **“ordinary rate of pay”** means the employee’s rate of pay as provided for at subclause, 22.1 *Rates of Pay*, plus any further components added to and forming part of the employees’ pay for all purposes. The components shall include, as applicable, leave loading, annualised shift work payment, call out availability payment and electrical licence allowance.
- **“OS&H Act”** means the Occupational Safety & Health Act 1984 (WA).
- **“part time employment”** means a form of employment where *an employee* is employed on a regular basis on a number of hours less than the full time employment average **number of hours**.
- **“roster cycle”** means a designated period over which work is arranged and the hours of work may be averaged.
- **“stand alone”** means the hours paid will not be included in the calculation of ordinary hours.

8. INTENT AND OBJECTIVES

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

- 8.1 Relationship of parties - Delivering a dynamic and responsive work environment to all stakeholders.
- 8.2 Continuous Improvement - Developing and implementing an effective and harmonious workplace environment focussed on continuous improvement in operational reliability, provision of customised service delivery solutions and improved productivity to achieve an increased level of business competitiveness.
- 8.3 Consultation to Avoid Disruption - Making every possible effort to avoid disruption to services by undertaking extensive consultation on relevant issues as provided for in clause 45, *Consultation* to ensure on-time and reliable provision of services to Aurizon’s customers.
- 8.4 Business Environment - Providing an environment and work culture that encourages integrated business and operational strategies which achieve maximum potential for commercial viability, business growth and the provision of an efficient and reliable service to Aurizon’s customers.
- 8.5 Mutual Trust, Consultation etc - Encouraging mutual trust, cooperation, consultation and open communication.
- 8.6 Employee Standards - Providing fair and equitable working conditions, remuneration and satisfying work together with continuing high standards of workplace health, safety and equal opportunity.
- 8.7 Training and Development - Providing training and development, including nationally accredited competency based training to enhance skills and knowledge and assist each employee in reaching their full potential.
- 8.8 Work Life balance - Providing an appropriate work / life balance within the framework of a 24/7 operational environment and the employees’ family, domestic, community and social requirements.

PART 2 - CONTRACT OF EMPLOYMENT

9. CONDITIONS OF EMPLOYMENT

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

10. FORMS OF EMPLOYMENT

- 10.1 General Principles and Provisions
- 10.1.1 Employees shall be engaged in permanent employment, or in defined term employment on a full time or part time basis, or in casual employment. Employees shall not have their category of employment changed without their written consent. Any agreed change shall be detailed in writing.
- 10.1.2 The predominant and preferred form of employment is permanent full time or part time employment.
- 10.1.3 New employees shall be advised of the category of their employment prior to engagement and for all forms of employment, other than short term casual arrangements, such advice shall be in writing.
- 10.2 Probationary Employment
- 10.2.1 There shall be a probationary period of employment of up to 3 months for all new employees excluding casuals. An initial probationary period of less than 6 months may be extended by written agreement between Aurizon and the employee, provided that the total probationary period does not exceed 6 months. The period of probationary employment will be commensurate with the requirements of the position and the experience of the employee.
- 10.2.2 On commencing employment and throughout the probationary period, probationary employees will be advised of the performance standards required and will undergo regular performance reviews during the probationary period. If, during the probationary period an employee is not performing to the standard required, Aurizon shall discuss Aurizon's concerns about the employee's performance with the employee and Aurizon shall give the employee necessary support and opportunity to improve the employee's performance.
- 10.2.3 Employees will undergo an induction and orientation program at the commencement of employment, during which they will be familiarised with Aurizon, their work sites and the requirements of their position and will be given a copy of this Agreement and a document giving a detailed explanation of the paycodes displayed on employee payslips.

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

10.3 Full Time Employment

A full time employee is an employee engaged to work an average of 38 hours per week over the roster cycle.

10.4 Part Time Employment

10.4.1 A part time employee is one engaged to work agreed hours, which are fewer than the full time hours.

10.4.2 The arrangement of hours of a part time employee shall be agreed in writing between Aurizon and the employee and may be varied by further mutual written agreement.

10.4.3 The minimum shift length for a part time employee shall be four hours and a minimum of 16 hours per week, averaged over the roster cycle, shall be provided.

10.4.4 A part time employee may be required to work additional hours beyond the agreed hours. In such cases, the employee shall be paid overtime in accordance with clause 25, *Additional Hours (Overtime) Payments*.

10.4.5 Subject to paragraph 20.18.2 (in 38 – Hour Week Arrangements – Part Time and Casual Employees subclause) part time employees shall receive, on a pro rata basis, equivalent conditions to those of full time employees in the same position.

10.4.6 Part Time Employment may include Job Share arrangements. These arrangements are subject to the suitability of the operations and as agreed by Aurizon and the participating employees and outlined in the written offers of employment.

10.5 Defined Term Employment

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

10.5.2 A defined term employee shall generally not be engaged for a period of in excess of 12 months. A defined term employee whose engagement extends beyond 24 months may be considered for appointment to permanent status.

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

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

10.5.5 Other than in the case of serious misconduct justifying summary dismissal, Aurizon may terminate the employment of a defined term employee at any time during the term of employment in accordance with subclause 12.1, *Termination of Employment*.

10.6 Permanent Employment

A permanent employee is one engaged on a continuing basis and whose employment may be terminated by Aurizon or by the employee in accordance with clause 12, *Termination of Employment*.

- 10.7 Casual Employment
- 10.7.1 An employee may be engaged on a casual basis to satisfy short term or irregular labour requirements that cannot reasonably be accommodated by a part time or fixed term arrangement.
- 10.7.2 The minimum shift length for a casual employee shall be 4 hours.
- 10.7.3 Casual employees shall be employed and paid by the hour and each separate period of employment shall be arranged by mutual agreement between Aurizon and the employee.
- 10.7.4 Subject to paragraph 10.7.9 there shall be no obligation upon Aurizon to provide or guarantee ongoing employment to a casual employee beyond each separate and agreed period of employment.
- 10.7.5 Aurizon or the employee may terminate the casual employment arrangement by providing a minimum of one hour's notice or payment in lieu of notice.
- 10.7.6 Casual employees shall be paid at the hourly rate of pay in subclause 22.1, *Rates of Pay*, for the classification they are engaged in, plus a loading of 25%.
- 10.7.7 The casual loading is paid instead of annual leave, paid personal/carer's leave, redundancy benefits and the other entitlements arising out of permanent employment. The loading constitutes part of the casual employee's all purpose rate
- 10.7.8 Payment of overtime, penalties and allowances shall be in accordance with the respective provisions applicable to the classification the casual employee is engaged in.
- 10.7.9 A casual employee who has been engaged for a period of six months on a regular and systematic basis consistent with that of a full time or part time employee may apply to have his/her employment converted to full time or part time employment as the case may be.
- 10.7.10 Aurizon shall not unreasonably decline any application made under paragraph 10.7.9 and where such an application is declined the employee shall be provided with written advice together with reasons for the decision.

11. INDIVIDUAL FLEXIBILITY ARRANGEMENT

- 11.1 Notwithstanding any other provision of this Agreement, Aurizon and an individual employee may agree to vary the application of certain terms of this Agreement (the flexibility arrangement) to meet the genuine needs of the employee and Aurizon provided that the flexibility arrangement:
- 11.1.1 is genuinely agreed to by Aurizon and the individual employee without coercion or duress; and,
- 11.1.2 only varies the terms prescribed in subclause 11.3 and,
- 11.1.3 does not disadvantage the individual employee in relation to the individual employee's terms and conditions of employment and results in the employee being better off overall than the employee would be if no flexibility arrangement were made.
- 11.2 Aurizon must ensure that any individual flexibility arrangement:
- 11.2.1 is about matters that would be permitted matters if the arrangement were an enterprise agreement; and,
- 11.2.2 does not include a term that would be an unlawful term if the arrangement were an enterprise agreement.

- 11.3 The terms of this Agreement that may be varied by a flexibility arrangement include:
- 11.3.1 arrangements for when work is performed;
 - 11.3.2 overtime rates;
 - 11.3.3 penalty rates;
 - 11.3.4 allowances.
- 11.4 For the flexibility arrangement to come into operation, it must:
- 11.4.1 be provided within 14 days to the employee in writing, name the parties to the agreement and be signed by Aurizon and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - 11.4.2 state each term of this Agreement that Aurizon and the individual employee have agreed to vary;
 - 11.4.3 detail how the application of each term has been varied by the flexibility arrangement between Aurizon and the individual employee;
 - 11.4.4 detail how the flexibility arrangement results in the employee being better off overall in relation to the individual employee's terms and conditions of employment;
 - 11.4.5 state how the flexibility arrangement can be terminated; and
 - 11.4.6 state the date the flexibility arrangement commences.
- 11.5 Aurizon will give the individual employee a copy of the flexibility arrangement and keep the agreement as a time and wages record.
- 11.6 The flexibility arrangement may be terminated:
- 11.6.1 by Aurizon or the individual employee giving 28 days' notice of termination, in writing, to the other party; or
 - 11.6.2 at any time, by written agreement between Aurizon and the individual employee.

12. TERMINATION OF EMPLOYMENT

- 12.1 Termination by Aurizon
- 12.1.1 Termination of an employee's employment may occur by Aurizon giving the employee written notice in accordance with subclause 12.4 below, or payment in lieu of notice.
 - 12.1.2 In addition to the notice in paragraph 12.1.1 above, employees over 45 years of age and with not less than two years continuous service at the time of the giving of the notice shall be entitled to an additional week's notice or payment in lieu.
 - 12.1.3 Nothing in this Agreement affects Aurizon's rights to dismiss an employee at any time without notice for conduct that justifies summary dismissal. If an employee is dismissed on this basis, the employee will be entitled to be paid for work only up to the time of dismissal.
- 12.2 Termination by the Employee
- 12.2.1 An employee may resign from employment by giving Aurizon written notice in accordance with subclause 12.4 below.
 - 12.2.2 Where the employee fails to give the required notice, any pay due to the employee may be forfeited to the extent that the notice given falls short of the required notice.
 - 12.2.3 Where agreed by Aurizon and the employee, a shorter period of notice may be given without forfeiture of pay.

12.3 Exceptions

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

12.4 The required notice is:

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

12.5 Abandonment of Employment

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

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

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

12.5.4 Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted whichever is the later.

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

13. REDUNDANCY

13.1 Redundancy occurs when an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone because of changes in the operational requirements of the employer's enterprise.

13.2 Employees who have their employment terminated due to redundancy shall be entitled to:

13.2.1 two weeks' notice or pay in lieu of notice for each completed year of service up to a maximum of 12 weeks. Where the notice entitlement under subclause 12.1, *Termination of Employment*, exceeds the notice provided under this paragraph, the employee will be entitled to the amount of notice, or pay in lieu, prescribed by subclause 12.1; and

13.2.2 in addition to any period of notice specified in paragraph 13.2.1 above, an employee whose employment is terminated due to redundancy shall be entitled to the following amount of severance pay in respect of a continuous period of service:

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

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

- 13.2.3 **“Service”** for the purposes of this clause, means continuous service with Aurizon;
- 13.2.4 **“Ordinary Pay”** for the purpose of this clause, means the employee's ordinary rate of pay plus an average of payments made for working ordinary hours on weekends as provided for in clause 23, *Saturday & Sunday Payment*, calculated over the 12 months preceding the date of redundancy.
- 13.3 Where positions covered by this Agreement are made redundant, the following options are available to Aurizon to manage such redundancies.
 - 13.3.1 Employees may be offered redeployment subject to suitable opportunities existing. An employee who accepts an offer of redeployment must agree to undertake any necessary training or competency development.
 - 13.3.2 Aurizon may examine opportunities for voluntary redundancies by calling for expressions of interest. Aurizon shall be under no obligation to offer voluntary redundancy to any employee who expresses interest in such a redundancy. Aurizon will endeavour to offer redundancy to employees who have expressed an interest for redundancy before applying the involuntary redundancy process.
 - 13.3.3 Aurizon may apply involuntary redundancies where it is satisfied that other alternatives have been exhausted or are inappropriate to the particular circumstances. If multiple involuntary redundancies in the same classification and location are proposed employees shall be selected based on Aurizon's operational requirements.
- 13.4 Unless otherwise agreed, if Aurizon is successful in providing an employee with suitable equivalent alternative employment, Aurizon will not be obliged to pay the employee the notice and severance payments prescribed by this clause.
- 13.5 In the event of a transfer of business where
 - 13.5.1 the employee is offered a position with the new employer, (regardless of whether the employee accepts such employment); and
 - 13.5.2 that offer of employment is considered on an overall basis to be no less favourable than the employee's terms and conditions of employment immediately before the transfer (or termination if the employee does not accept the offer); and
 - 13.5.3 the new employer recognises the employee's service with Aurizon; then
 - 13.5.4 the employee shall not be entitled to the notice and severance payments prescribed by this clause.
- 13.6 Employees whose positions become redundant shall be provided with access to applicable counselling services and reasonable paid leave for attendance at these support services
- 13.7 Aurizon shall consult with the employee and where applicable the representative chosen by the employee where Aurizon proposes to apply the provisions of this clause.
- 13.8 This clause shall not apply to an employee employed for a defined term as provided in subclause 10.5, *Defined Term Employment*.

14. EMPLOYEE TRANSFERS

- 14.1 Permanent Transfer – Aurizon Initiated
- 14.1.1 Where Aurizon requires an employee to transfer permanently from one depot to another, this represents a major change to the employee's employment conditions and Aurizon will consult with the employee and/or their nominated representative.
- 14.1.2 In considering the transfer Aurizon will give appropriate consideration to the employee's needs and circumstances which includes the employee's family responsibilities, and domestic commitments as well as Aurizon's organisational requirements.
- 14.1.3 Where it is proposed that the employee's position at his/her home depot will be abolished permanently the issue shall be dealt with in accordance with clause 13, *Redundancy*.
- 14.1.4 An employee transferred as a result of a closure or rationalisation of a depot (the former depot) will have the option to return to the former depot where because that depot is reopened or for some other reason a suitable vacancy arises. Return to the former depot in these circumstances will be at the employee's own cost.
- 14.2 If the employee's position is still required at that depot and the parties cannot agree on the manner in which the permanent transfer is to occur, then the issue shall be dealt with in accordance with clause 46, *Resolving Differences*.
- 14.3 Expressions of Interest
- Where opportunities arise for transfers to fill permanent or temporary vacancies, (excluding those circumstances covered in subclauses 14.5, *Permanent Transfer – Employee Initiated* and 14.6, *Cross Transfer*, Aurizon will seek volunteers by calling for expressions of interest from employees.
- 14.4 Term Transfer
- 14.4.1 Employees may be transferred under a Term Transfer arrangement. This occurs when an employee agrees to transfer to another Aurizon location to meet Aurizon's requirements for a fixed term of greater than six weeks and up to two years.
- 14.4.2 An employee agreeing to transfer under these terms shall:
- a) be guaranteed a return to their original home depot (or other agreed location), within their classification, at the end of the agreed term; and,
 - b) be provided with any other agreed additional support required.
- 14.5 Permanent Transfer – Employee Initiated
- 14.5.1 Employees may apply to transfer from one location to another irrespective of whether a vacancy exists or not. In considering the request for transfer, Aurizon will give appropriate consideration to Aurizon's requirements as well as any relevant issues raised by the employee to support their request.
- 14.5.2 Where Aurizon approves the transfer it will be at the employee's own expense and in the employee's own time. Any working time lost to transfer can be debited either against the employee's accrued annual or long service leave or be treated as leave without pay.
- 14.6 Cross Transfer between Aurizon Locations
- 14.6.1 Employees may make application to cross transfer between Aurizon locations. In considering the request for transfer, Aurizon will give appropriate consideration to Aurizon's requirements as well as any relevant issues raised by the employees to support their request.

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

14.7 Transfer on Expenses

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

14.7.2 The process for transfer involves:

- a) In the first instance Aurizon calling for volunteers through expressions of interest.
- b) All volunteers will equitably share in the requirement to work on temporary transfer.
- c) Where there are no volunteers, or insufficient volunteers, then all employees will equitably share in the requirement to work away from their home depot.
- d) Should an employee decline a temporary transfer request on more than one occasion, then Aurizon may request evidence that would satisfy a reasonable person for the employer to decline such a request.
- e) Aurizon will provide the employee with appropriate accommodation.
- f) Expenses shall be paid in accordance with subclause 28.1, *Away from home and meal expenses*.
- g) The time taken to travel to the transfer location shall be deemed working time for the roster period in which it occurs.
- h) Aurizon shall provide transport to and from the temporary location where the employee indicates an inability to use the employee's own transport.
- i) The employee shall be compensated for use of the employee's own vehicle to transport themselves to and from the temporary location in accordance with subclause 28.4, *Expenses*).
- j) Expenses shall be paid for the entirety of the transfer arrangement inclusive of days off and approved leave except where the employee clears approved leave for a period exceeding 4 days.

14.8 Relocation Assistance

In relation to subclauses 14.1, *Permanent Transfer – Aurizon Initiated* and 14.4, *Term Transfer* where an employee is transferred and the transfer necessitates a change of the employee's residence, the employee will be provided with relocation assistance. This assistance includes reasonable costs incurred in relation to meals, accommodation, travel and removalist expenses, a relocation allowance for the employee and dependants, as well as financial assistance with the sale of the employee's existing residence and purchase of a new residence.

15. PROMOTION

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

16. DISCIPLINARY MATTERS

16.1 Any investigation of a matter or incident by Aurizon for the purpose of determining whether or not disciplinary action should be taken must adhere to the principles of natural justice.

16.2 Pending the outcome of the disciplinary process employees may be:

- 16.2.1 suspended from work with pay for the rostered ordinary hours lost; or
 - 16.2.2 placed on alternative duties; or
 - 16.2.3 re-assessed and returned to normal duties as suitable.
- 16.3 Where an allegation, or allegations, which, if sustained might lead to disciplinary action, is made against an employee:
- 16.3.1 the employee shall be made fully aware of the allegations against the employee;
 - 16.3.2 the employee shall be provided with relevant information to enable the employee to provide an informed response to the allegation(s);
 - 16.3.3 the employee shall be given adequate time to prepare a response to the allegation(s);
 - 16.3.4 the employee shall be entitled to have a representative of the employee's choice, if requested, present as a witness, and to provide support and guidance where necessary at any meetings / interviews; and,
 - 16.3.5 the employee shall be given reasonable opportunity to put the employee's case in relation to the allegation(s) and, where in the opinion of Aurizon the allegations are sustained, in relation to any disciplinary action proposed.

17. RAIL SAFETY ACCREDITATION, LICENCES & QUALIFICATIONS

- 17.1 Employees engaged in Rail Safety Work are required to be accredited, obtain and hold relevant qualifications and satisfy medical standards to operate on the rail network.
- 17.2 Loss of Permit, Licence or Qualification – Employee Options
- 17.2.1 Subject to subclause 17.3 below, in the event an employee loses the employee's permit, licence or qualification and is unable to carry out the employee's normal duties as a result, the employee will:
 - a) take unpaid leave; and/or
 - b) clear accrued paid leave, subject to meeting evidentiary requirements for such leave; and/or
 - c) undertake suitable alternative employment, if available, which may result in a temporary reduction in position, classification and pay,until the employee can successfully regain the necessary permit, licence or qualification.
 - 17.2.2 Where an employee is determined to be unfit for duty in accordance with paragraph 18.1 *Health Assessments*, and the employee undertakes alternative employment which would result in a reduction in the employee's ordinary rate of pay, the employee's substantive ordinary rate of pay will be maintained for a period of up to twelve months while undertaking such alternative employment.
- 17.3 In circumstances where the loss of the permit, licence or qualification is:
- 17.3.1 permanent; or
 - 17.3.2 likely to extend beyond six months;
- or where
- 17.3.3 there is no suitable position to which the employee can be temporarily or permanently placed,
- Aurizon and the employee shall discuss alternative arrangements but this will not limit Aurizon's right to terminate the employee's employment in accordance with this Agreement.

18. HEALTH ASSESSMENTS

- 18.1 In line with the National Health Assessment Standards for Rail Safety Workers an employee is required to undertake a Health Assessment to determine whether the employee is either:
- 18.1.1 Fit for Duty Unconditional;
 - 18.1.2 Fit for Duty subject to Job Modification;
 - 18.1.3 Fit for Duty Conditional;
 - 18.1.4 Fit for Duty Subject to Review; or
 - 18.1.5 Permanently Unfit for Duty.
- 18.2 Aurizon will pay cost of the health assessment up to the point that a “determination” is made, including the assessment itself, rostered time to attend the assessment and incidental travel associated with the assessment.
- 18.3 Where an employee is provisionally classified as Fit for Duty Subject to Review or Temporarily Unfit as an intermediate step in the making of a determination, Aurizon will pay for the cost of further medical testing only in respect of new, or suspected new, medical conditions. Aurizon will not pay the cost of investigation of existing, known medical conditions.
- 18.4 Where testing in accordance with 18.3 above reveals no new condition which impacts on the employee’s assessment, the employee will be reimbursed any leave taken solely as a consequence of the provisional classification.

19. STAND DOWN

- 19.1 Aurizon may stand down an employee without pay for any period during which the employee cannot be usefully employed due to any cause outside of Aurizon’s control including industrial action.
- 19.2 As soon as practicable and prior to any definite decision to stand down employees employed under this Agreement, Aurizon shall consult with the relevant employees and/or their nominated representatives about the reasons for and the expected duration of the stand down. Such consultation shall involve examining opportunities for other useful work including any required training and re-accreditations or other strategies to reduce the impact of the stand down on employees.
- 19.3 Each employee to be stood down shall be provided with written notice at least one day in advance of the stand down and such notice shall include the commencement date of the stand down, the reason for the stand down and the expected duration. The notice shall also include advice of the employee’s right to seek alternative employment during the stand down period or to terminate the employee’s employment without the provision of notice as usually required under the terms of subclause 12.2, *Termination of Employment*.
- 19.4 Employees stood down may elect to have a stand down period treated as paid annual or long service leave where they have adequate accruals of such paid leave.
- 19.5 Any period for which an employee is not paid due to the operation of this clause will count as service for the accrual of leave to which the employee would otherwise be entitled under this Agreement, provided that:
- 19.5.1 the employee resumes work as required by Aurizon at the end of the stand down period; or
 - 19.5.2 if the employee has gained alternative employment and the employee is required to serve out a notice period with the other employer, then at the end of that notice period.

- 19.6 An employee who has been stood down is entitled to payment for any public holiday occurring during the period of stand down.

PART 3 - WORKING ARRANGEMENTS

20. ROLLINGSTOCK MAINTENANCE WORKING HOURS

The working hours arrangements for Rollingstock Maintenance employees shall be as follows:

- 20.1 The ordinary hours of work shall be an average of 38 hours per week averaged over two roster cycles (four-weeks). Shifts will be arranged at Aurizon's discretion. Ordinary shifts and additional shifts may be worked over any of the 24 hours of the day and any day of the week, Sunday to Saturday inclusive.
- 20.2 The length of the roster cycle shall usually be two weeks in duration but may be increased in two week increments in accordance with the following:
 - 20.2.1 Increases in the roster cycle length shall be subject to Aurizon's approval based on the suitability of the proposed cycle length to the operations of the depot; and
 - 20.2.2 The implementation of a change to the roster cycle length, following Aurizon's approval in principle, shall then be subject to majority support by the employees working on that roster.
- 20.3 **Rostered Shift Lengths**
 - 20.3.1 The minimum shift length for normal rostered shifts for full time employees shall be 7 hours.
 - 20.3.2 Subject to the following provisions, employees may be rostered in shifts (except for short shifts) of any length between seven and twelve hours.
 - 20.3.3 Shift lengths between four hours and less than seven hours shall not be used for normal rostered work but may be used in circumstances including; travel, meetings, training, health assessments, drug & alcohol tests or other similar appointments, and overtime shifts.
 - 20.3.4 Call outs may be less than four hours, however, a minimum payment of four hours shall apply.
- 20.4 **Extension of Rostered Hours**

Subject to the provisions of subclause 21.4, Other Working Arrangements, employees may be required to work reasonable hours beyond the rostered hours due to operational requirements.

 - 20.4.1 For reasons other than an emergency employees may decline to work a shift beyond 12 hours.
 - 20.4.2 In the case of an emergency, employees may be required to work shifts up to a maximum of 14 hours.
 - 20.4.3 The working of shifts beyond 12 hours up to the maximum 14 hours shall be subject to the employee's indication of their fitness to continue and employees may decline to undertake duties after having been on duty for 12 hours.
 - 20.4.4 For the purpose of this subclause "emergency" means an actual or imminent occurrence (such as fire, flood, storm, earthquake, explosion, accident, epidemic or warlike action) which endangers, or threatens to endanger, the safety of persons or destroys or damages, or threatens to destroy or damage property.
- 20.5 **Maximum Hours and Shifts**
 - 20.5.1 Employees may be rostered up to a maximum of 48 hours per week (inclusive of ordinary and additional hours) over the roster cycle; however, employees may work more than the maximum rostered hours if requested and the employee is prepared to do so.

20.5.2 Shift numbers per week:

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

20.6 Rest Periods

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

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

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

20.6.3 Employees may be called out to attend to an emergency (as defined in paragraph 20.4.4 above) without having had the minimum rostered rest period.

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

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

20.7 Meal Breaks

20.7.1 On any shift that exceeds five hours, employees shall be entitled to meal breaks as follows: a paid break of 25 minutes for shifts up to ten hours plus a further break of 10 minutes for shifts over 10 hours. Breaks to be taken in accordance with paragraph 20.7.2 below.

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

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

20.7.3 In addition to meal breaks in accordance with paragraph 20.7.1 above, employees shall be entitled to a paid refreshment break of 10 minutes at a time agreed between the employees and their immediate supervisor.

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

20.8 Shift Cancelled

20.8.1 If an employee:

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

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

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

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

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

20.9 Fatigue Management

20.9.1 Fatigue management is an evolving area and Aurizon may, through consultation, examine and implement further fatigue management principles, strategies and processes. Issues that may be considered for further examination include:

- a) The opportunity for quality and quantity of sleep particularly addressing the "time of day" effect and the nature of the work being undertaken;
- b) Considering the application of the provisions of this Agreement when compiling rosters in particular, issues such as the number of consecutive shifts (particularly night shifts), shift lengths and rest periods between shifts;
- c) Consideration of the needs of employees in balancing the competing requirements of their work and family, domestic and social responsibilities.

20.10 38 – Hour Week Arrangements – Full-Time Employees

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

20.10.2 Except as otherwise provided in this subclause ADOs shall be rostered on a Friday. Where practicable ordinary hours shall not be rostered on the Saturday or Sunday following a Friday ADO.

20.10.3 Within a depot Aurizon may roster groups of employees for ADOs on different Fridays in order to maintain a staffing presence at the depot.

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

20.11 Regional Depots

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

20.12 Working on an ADO

Where an employee is required to work on a day rostered as an ADO the employee will be paid at the ordinary time rate of pay for all ordinary hours worked on the day and shall be rostered to take the ADO on an alternative Friday or Monday; or such other day as might be agreed between the employee and Aurizon. Employees required to work on a day rostered as an ADO shall where possible be given seven days' notice of such requirement. Where less than 7 days' notice is given, an employee may refuse to work on the employee's ADO where the requirement to work is unreasonable according to the criteria outlined in subclause 21.4, *Other Working Arrangements*.

20.13 Public Holidays

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

20.14 Termination of Employment

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

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

20.15 Leave

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

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

20.15.3 Personal leave shall not be granted for any ADO.

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

20.16 Guaranteed Hours

An ADO shall count as 8 hours towards the guaranteed hours in subclause 21.5 (Guaranteed Hours).

20.17 Aurizon and its employees agree that issues arising from the implementation of this arrangement will be addressed cooperatively with due attention to the operational needs of Aurizon and the family and social needs of employees.

20.18 38 – Hour Week Arrangements – Part Time and Casual Employees

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

20.18.2 The hourly rate of pay for part-time and casual employees (excluding casual loading) shall be the hourly rate for the appropriate classification in clause 22, *Rates of Pay* multiplied by 40 and divided by 38.

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

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

21. OTHER WORKING ARRANGEMENTS

- 21.1 Notice Required if Unable to Attend Work
- 21.1.1 If an employee is unable to attend work as required the employee will advise the employee's supervisor, or another authorised person, within 2 hours of the commencement of the rostered shift to permit alternative arrangements to be made.
- 21.1.2 Where possible the employee shall also advise of the expected duration of the absence and will continue to advise where there are any changes to the expected return to work.
- 21.1.3 In circumstances where the minimum notice is not provided each matter will be considered on a case by case basis.
- 21.2 Employees are required to provide details of their usual telephone number(s) at which they may be contacted for the purpose of notifying them of changes to their roster or working arrangement or for callouts. Procedures in relation to the notification of changes will be in accordance with any rostering principles in place or individual arrangements made between Aurizon and the employee involved.
- 21.3 Subject to operational requirements, fatigue management principles, prior consent by their supervisor and the arrangement being cost neutral to Aurizon, employees may mutually exchange shifts.
- 21.4 An employee may refuse to work additional hours beyond the ordinary hours or beyond the rostered hours for a shift on a specific occasion due to circumstances where the requirement to work those additional hours would be unreasonable having regard to:
- 21.4.1 any risk to the employee's health and safety;
- 21.4.2 the employee's personal circumstances including any family or carer responsibilities;
- 21.4.3 the needs of the workplace or Aurizon;
- 21.4.4 the notice (if any) given by Aurizon of the requirement to work those additional hours and by the employee of the employee's intention to refuse; and
- 21.4.5 any other relevant matter.
- 21.5 Guaranteed Hours
- 21.5.1 Unless otherwise provided for in this agreement, Aurizon shall guarantee employees an average of 40 hours work per week, or equivalent pay, averaged over the roster cycle or pay fortnight, as applicable.
- 21.5.2 If an employee's rostered ordinary hours are less than the guaranteed hours, the employee may be required to work further hours in that roster cycle or pay fortnight necessary to achieve the guaranteed hours.
- 21.5.3 If an employee declines to work hours as required to make up the guaranteed hours, the employee's guaranteed hours, for that roster cycle or pay fortnight as applicable, shall be reduced to the extent of the hours short of the guaranteed hours that the employee declines to work.
- 21.5.4 The clearance of any paid leave shall not result in a reduction of the guaranteed hours.
- 21.5.5 If an employee is absent from work on leave without pay the employee will be paid for the hours actually worked in that pay period and Aurizon will not be required to pay the guaranteed hours.
- 21.5.6 Unless otherwise provided for in this agreement only actual working time shall be used for the purpose of satisfying the guaranteed payment. For clarity, paid overtime, the 70% weekend payments and any additional responsibilities payment shall not be used to make up the guarantee.

- 21.5.7 Employees shall be paid for the full rostered shift where an employee remains available for work but is released from duty early at Aurizon's discretion.
- 21.5.8 This subclause does not apply to casual employees.

PART 4 - REMUNERATION AND OTHER PAYMENTS

22. RATES OF PAY

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

Classification	From 5 October 2014		
	Base Rate	Leave Loading (22.5)	
		1.3%	1.9%
Rollingstock Maintainer – Level 1	\$52,961	\$53,650	\$53,968
Rollingstock Maintainer – Level 2	\$55,989	\$56,717	\$57,053
Rollingstock Maintainer – Level 3	\$59,691	\$60,467	\$60,825
Dual Function Maintainer – Level 3A	\$60,965	\$61,758	\$62,123
Rollingstock Maintainer – Level 4	\$62,833	\$63,650	\$64,027
Dual Function Maintainer – Level 4A	\$64,088	\$64,921	\$65,306
Rollingstock Maintainer – Level 5	\$65,509	\$66,360	\$66,753
Dual Function Maintainer – Level 5A	\$66,602	\$67,467	\$67,867
Rollingstock Maintainer – Level 6	\$68,181	\$69,067	\$69,477
Team Leader (Non Trades/Stores) – Level 10	\$78,496	\$79,517	\$79,988
Tradesperson – Level 5	\$75,241	\$76,219	\$76,671
Tradesperson – Level 6	\$78,824	\$79,849	\$80,322
Tradesperson – Level 7	\$82,408	\$83,479	\$83,974
Tradesperson – Level 8	\$85,991	\$87,108	\$87,624
Team Leader (Trades) – Level 10	\$93,156	\$94,367	\$94,926
Team Leader (Trades) – Level 12	\$96,740	\$97,997	\$98,578

22.2 The rates for trades classifications include a pay component (\$13.42 per week) for the provision, and maintenance of tools not including power tools, special purpose tools and precision measuring instruments which will be provided by Aurizon.

22.3 Apprentice Rates of Pay

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

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

22.3.2 An apprentice aged 21 years or older shall be paid a rate of pay no less than the 3rd year apprentice rate; provided that in the fourth year of apprenticeship the 4th year apprentice rate will apply.

22.4 Rates of Pay - Adjustment

22.4.1 In this subclause "CPI" means the annual percentage change in the All Groups Consumer Price Index, for Perth measured to the end of the March quarter in the relevant year.

22.4.2 Subject to paragraph 22.4.3 the base rates of pay in subclause 22.1 shall be adjusted in accordance with CPI:

- a) from the first pay period commencing on or after 11 May 2015; and,
- b) from the first pay period commencing on or after 11 May 2016.

22.4.3 Wage adjustments where CPI is greater than 3.9% or less than 3.1%.

- a) Where the 2015 CPI is greater than 3.9% the 2015 wage adjustment shall be 3.9% and the difference between CPI and 3.9% (Δ CPI) shall carry over and be added to CPI in the following year (ie 2016 wage adjustment shall be CPI + Δ CPI).

- b) Where the 2015 CPI is less than 3.1% the 2015 wage adjustment shall be 3.1% and the difference between 3.1% and CPI (Δ CPI) shall carry over and be subtracted from CPI in the following year (ie 2016 wage adjustment shall be CPI - Δ CPI).
- c) In no case shall the 2016 wage adjustment be greater than 3.9% or less than 3.1%.

22.5 Leave Loading

22.5.1 In lieu of leave loading being paid at the time of taking annual leave, employees shall be paid the following additional percentage of the base rate of pay as provided at subclause 22.1 *Rates of Pay*:

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

22.5.2 This percentage shall be changed at the same time as an employee’s leave accrual rate changes if an employee moves to or from an entitlement to additional leave in accordance with sub clause 33.2, *Annual Leave*.

22.6 Productivity Incentive

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

22.6.2 The Key Performance Indicators are:

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

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

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

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

Key Performance Indicators	Measured In	Calculated	Achieved Actual Number
Locomotive Availability	Percentages (%)	Daily, across the Fleet. Based on a ratio of numbers of units available for traffic against numbers of units ‘serviceable’ (not in general overhaul, modifications or laid up).	Average % across the year and across all classes based on the aggregated daily numbers.

Wagon Maintenance Completed	Percentages (%)	Weekly. Based on the ratio between maintenance completed against maintenance planned, as programmed in the Maintenance Information Management System.	Average % across the year across all classes and across all depots based on the aggregated weekly numbers.
Locomotive Reliability	Delays per 100,000 km	Actual numbers using the Freight Management System as the database but after reported delay reports have been agreed to by Rollingstock Services.	Average across the year based on the monthly capture of agreed delay data.
Locomotive Quality	Total failures or delays in excess of 15 minutes	Actual numbers using Freight Management System as the database but after reported delay reports have been agreed to by Rollingstock Services	Actual total numbers in the year up to the agreed date of award.
Storekeeping Accuracy	Percentages (%)	Based on outcomes of quarterly audits conducted by Rollingstock Services Management expressed as a ratio of the numbers of correctly catalogued and stored inventory, against that authorised in the Maintenance Information Management System.	Average compliance achieved across the year from all audits across all depots.

23. SATURDAY & SUNDAY (WEEKEND) PAYMENT

- 23.1 Employees who work on Saturday or Sunday as part of their ordinary hours shall be paid an additional payment of 0.7 times the employee's ordinary rate of pay for all ordinary time worked on those days.
- 23.2 Employees who work on Saturday or Sunday which is not part of their ordinary hours shall be paid overtime in accordance with clause 25, *Additional Hours (Overtime) Payments*.

24. SHIFT WORK PAYMENTS

- 24.1 Employees who work a shift where 4 hours or more of that shift are between 1800 hours and 0600 hours will be paid an allowance of 25% of the employee's ordinary rate of pay for all hours worked in that shift.
- 24.2 Where an employee works a shift where less than 4 hours of the shift are between 1800 hours and 0600 hours, then only the hours worked between 1800 hours and 0600 will attract the allowance of 25% of the ordinary rate of pay.
- 24.3 Work performed by an employee in excess of the rostered ordinary hours of the employee's shift will attract the applicable overtime payment in lieu of the shift work allowance.

25. ADDITIONAL HOURS (OVERTIME) PAYMENTS

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

26. ADDITIONAL RESPONSIBILITIES

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

27. WORK BASED ALLOWANCES & PAYMENTS

- 27.1 Electrical License Allowance
- 27.1.1 An electrical tradesperson, who holds and is required, in the course of their employment, to undertake work requiring a current "A" grade electrical licence issued pursuant to the relevant regulation made under the Electricity Act, 1945 (WA) shall be paid \$27.50 per week which shall be included in and form part of the employee's ordinary rate of pay for all purposes.
- 27.1.2 The Electrical Licence Allowance shall increase by the same percentage and at the same time as the agreement increases provided for at subclause 22.4, *Rates of Pay*.
- 27.2 Nominee Allowance
- An "A" grade electrical licensed tradesperson required to act as a nominee for an in house electrical contracting licence shall be paid an allowance of \$66.89 per week.
- 27.3 Call Out Payment
- 27.3.1 An employee who is called out for a non-rostered shift to attend derailments and/or critical re-mobilisation on site will be paid a stand alone call out payment of \$100.00 for the shift.
- 27.3.2 The payment is in addition to any other payments associated with attending that particular call out.

28. EXPENSES

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

- 28.1 Away from home and meal expenses
- An employee required to temporarily reside away from home shall be paid by either the reimbursement of reasonable costs incurred or the payment of an away from home allowance.

An employee required to work away from home will be informed of the method to apply as part of finalising the arrangements prior to the employee going away.

28.1.1 Reimbursement Method

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

28.1.2 Away from Home Allowance Method

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

Location	Accommodation Rate per day \$	Food & Drink			Incidentals \$	Total \$
		B'fast 25.35	Lunch 28.55	Dinner 48.65		
Perth metro area	233.00	102.55			18.70	354.25
Albany	179.00	102.55			18.70	300.25
Bunbury	155.00	102.55			18.70	276.25
Geraldton	175.00	102.55			18.70	296.25
Kalgoorlie	159.00	102.55			18.70	280.25
Northam	163.00	102.55			18.70	284.25
		B'fast 22.70	Lunch 25.95	Dinner 44.75		
Esperance	132.00	93.40			18.70	244.10
Other regional areas	110.00	93.40			18.70	222.10

- b) The away from home allowance, or the relevant component(s), shall not be paid where accommodation and / or meals are paid for by Aurizon or included as part of the cost of travel (eg. plane travel), training course or conference.
- c) Payment of an allowance for incidental expenses will only be made to an employee in conjunction with an overnight stay. Incidental expenses are extra costs incurred because the employee is away from home for work purposes and do not include personal expenses, which would normally be incurred by the employee in the course of the employee's working day.
- d) The away from home allowance rates are in accordance with the "Reasonable Daily Travel Allowance amounts" as declared by the Australian Taxation Office (ATO). These amounts, including any changes to the specified high cost country centres, shall be adjusted each year following publication by the ATO and be effective from the commencement of the first pay period on or after July 1 each year.

28.2 Meal Expenses not involving an overnight stay

Subject to approval by Aurizon, reasonable costs incurred by an employee for meals while on Aurizon business that does not involve an overnight stay will be reimbursed (up to the maximum value for the relevant meal as provided for at paragraph 28.1.2 above) on the provision of valid tax invoices for the expenses incurred.

28.3 Other Expenses

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

28.4 Use of Private Motor Vehicles

28.4.1 Where an employee agrees to use the employee’s own vehicle to travel to a temporary location as provided in paragraph 14.7.2 *Employee Transfers*, the employee is entitled to claim a cents-per-kilometre rate for the distance travelled on work related duties in accordance with the table below.

Engine capacity	Cents per kilometre
1600 cc or less	65 cents
1601 cc - 2600 cc	76 cents
2601 cc and over	77 cents

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

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

29. DISTRICT ALLOWANCE

29.1 An employee who lives and works at the following locations will be paid a district allowance of:

29.1.1 Kalgoorlie - \$9.50per week,

29.1.2 Esperance - \$6.80 per week.

29.1.3 Geraldton - \$7.50 per week.

29.2 Where a dependant resides with an employee who lives and works at the locations stated in subclause 29.1, the employee will be paid a district allowance at double the rates provided for at subclause 29.1.

29.3 For the purpose of this clause a “dependant” is:

29.3.1 a spouse; or

29.3.2 where there is no spouse, a child or any other relative of the employee who relies on the employee for their main support;

who does not receive a district or location allowance of any kind.

29.4 An employee without dependants who temporarily resides away from home in accordance with the provisions of clause 28, *Expenses*, will not be paid a district allowance.

29.5 An employee with dependants who temporarily resides away from home in accordance with the provisions of clause 28, *Expenses*, will be paid district allowance at the District Allowance Single Rate provided that the dependant(s) resides at the employee’s home at either of the locations stated in subclause 29.1.

29.6 District allowances will not be paid when an employee is absent without pay.

29.7 The rates contained in this clause shall be adjusted from the beginning of the first pay period commencing on or after the 1st July of each year in accordance with the annual percentage change in the Consumer Price Index, for Perth measured to the end of the immediately preceding March quarter, the calculation to be taken to the nearest ten cents.

- 29.8 If, through policy, Aurizon makes available a location payment or rental assistance (“location based payment”) for employees at either of the locations stated in clause 29.1 and that location based payment is of greater value to the employee than the allowance provided for in this clause then the location based payment may be paid in lieu of the allowance provided for under this clause.

30. PAYMENT OF REMUNERATION

- 30.1 Employees’ salaries shall be paid in fortnightly instalments on a day determined by Aurizon and advised to the employees.
- 30.2 All remuneration shall be paid into accounts, with a bank, building society or credit union, as nominated by the employee.
- 30.3 Subject to paragraph 20.18.2 the calculation of an employee’s fortnightly rate is the per annum rate multiplied by 12 and divided by 313 and the hourly rate is the fortnightly rate divided by 80.

31. SALARY PACKAGING

- 31.1 An employee may, by arrangement with Aurizon, enter into a salary packaging arrangement in accordance with Australian Taxation Office requirements and other relevant legislation.
- 31.2 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.
- 31.3 Aurizon will not be liable for any costs should the law or the policy on salary packaging change in the future.

32. SUPERANNUATION

- 32.1 Aurizon will make superannuation contributions on the employee’s behalf on a fortnightly basis, as provided by the Superannuation Guarantee (Administration) Act 1992, as varied from time to time (SGA Rate) into a regulated complying Superannuation Fund of the employee’s choice. Contributions made under subclause 31.1 above shall be based on the rate of pay for the employee’s classification in clause 22, *Rates of Pay*.
- 32.2 In the case of a new employee, superannuation fortnightly contributions will only commence once a complying fund has been selected. All accrued entitlements prior to the selection will then be paid into that fund.
- 32.3 An employee may enter into an agreement with the employer to salary sacrifice into a complying superannuation fund. The employee must specify a fixed amount to be salary sacrificed.
- 32.4 Where an employee is in receipt of Workers’ Compensation payments from Aurizon, Aurizon will continue to make superannuation contributions on the employee’s behalf by applying the SGA Rate to the gross Workers Compensation payment.

PART 5 - LEAVE

33. ANNUAL LEAVE

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

34. LONG SERVICE LEAVE

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

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

35. PERSONAL/CARER'S LEAVE

- 35.1 Personal/carer's leave is for the purpose of providing income for full and part time employees unable to attend work due to personal illness or injury or to provide care and support to a member of the employee's immediate family or household who requires care or support because of a personal illness or injury or an unexpected emergency affecting the member.
- 35.2 A full time employee is entitled to paid personal/carer's leave of up to 96 hours for each completed year of service (pro rata for a part time employee) and it may be taken by the employee as follows:
- 35.2.1 where the employee is unable to attend work due to personal illness or injury; or,
- 35.2.2 where the employee needs to provide care or support to a member of the employee's immediate family or household because of a personal illness or an unexpected emergency affecting the member.
- 35.3 For the purpose of this clause the following are members of an employee's immediate family or household:
- 35.3.1 a spouse/ partner/same sex partner, a de facto spouse/ partner/same sex partner, a child, parent, grandparent, grandchild, sibling or other close family member of the employee;
- 35.3.2 a child, parent, grandparent, grandchild or sibling of the employee's spouse; and,
- 35.3.3 any other person who, at or immediately before the relevant time for assessing the employee's eligibility to take leave, lived with the employee as a member of the employee's household.
- 35.4 The granting of leave under this clause is subject to the employee complying with the notice provisions of subclause 21.1, *Notice Required if Unable to Attend Work*.
- 35.5 Personal/carer's leave will be paid at the employee's ordinary rate of pay.
- 35.6 Unused personal/carer's leave will accumulate from year to year.
- 35.7 An employee's accrued personal/carer's leave will be debited in accordance with the rostered hours lost as a result of the leave.

- 35.8 Personal leave will not be paid to an employee whilst the employee is on annual or long service leave unless the employee is sick or injured during a period of annual leave or long service leave for a period of seven consecutive days or more, and produces at the time, or as soon as practicable thereafter, evidence to Aurizon's satisfaction that the employee was confined to his/her place of residence or hospital, then approval shall be given to grant personal leave for the period.
- 35.9 This approval will be for the period during which the employee was confined to his/her place of residence or hospital, provided that the employee has sufficient leave accrued to cover the period.
- 35.10 After approval Aurizon will reinstate annual or long service leave equivalent to the period of confinement.
- 35.11 An employee shall not be entitled to be paid for any absence during any period for which the employee is entitled to workers' compensation.
- 35.12 No payment will be made in respect of unused personal leave on termination of employment.
- 35.13 Provision of Evidence
- 35.13.1 Employees shall provide evidence that would satisfy a reasonable person, such as a medical certificate or statutory declaration, for absences in accordance with this clause.
- 35.13.2 The maximum number of consecutive days of personal/carer's leave that an employee may take without having to provide satisfactory evidence occasion shall be two days, however, Aurizon may require evidence for any absence in accordance with this clause.
- 35.13.3 An employee shall not be required to provide evidence of absence in respect of any period where the employee undergoes an Aurizon health assessment that indicates the employee is unfit for duty.
- 35.14 Medically Unfit - Cessation of Employment
- 35.14.1 Where an employee is absent on personal leave (paid or unpaid) for a period of six months or more, and Aurizon has a good and sufficient reason to believe that the employee will be unable to return to work or is unable to undertake the duties of the position due to being medically unfit, Aurizon may at its cost, direct the employee to undertake a health assessment by a qualified medical practitioner to determine the employee's fitness for work.
- 35.14.2 Where it is determined that the employee is medically unfit for duty and unable to return to their substantive position or suitable alternative employment now or in the foreseeable future cessation of employment will commence. In such cases, employees can clear their accumulated personal/carer's leave entitlement before the cessation of employment takes effect. This provision does not apply to employees on workers' compensation.

36. INCOME PROTECTION

- 36.1 Subject to subclauses 36.2 and 36.3 below, where an employee is absent from duty due to personal illness or injury for a continuous period of more than two weeks, Aurizon will pay the employee an income protection payment, equivalent to the employee's base rate of pay, up until the end of the sixteenth week of the absence.
- 36.2 The income protection payment will not apply to any part of the absence for which the employee is entitled to paid personal leave.

- 36.3 For any period for which an employee is entitled to an income protection payment Aurizon may require the employee to provide a medical certificate certifying that the employee is not fit for work for that period.
- 36.4 For the purposes of this clause, for employees in receipt of workers' compensation payments, after the expiration of the 13 weeks of average weekly earnings payments, Aurizon will pay the employee an income protection payment, inclusive of workers' compensation payments, equivalent to the employee's base rate of pay, for a further 3 weeks.
- 36.5 Payments to an employee under this clause may be limited by Aurizon to a maximum of 14 weeks' pay for any one illness or injury.

37. UNPAID PERSONAL OR CARER'S LEAVE

- 37.1 In the event an employee's entitlement to paid carer's leave is exhausted, or where an employee has no entitlement to paid carer's leave, an employee will be entitled to up to two days unpaid carer's leave for each occasion a member of the employee's immediate family or a member of the employee's household requires care or support because of:
- 37.1.1 a personal illness, or injury, of the member; or
- 37.1.2 an unexpected emergency affecting the member.
- 37.2 Aurizon may require the employee to provide evidence that would satisfy a reasonable person in order to approve unpaid carer's leave in accordance with this clause.
- 37.3 Where an employee is granted unpaid personal leave, the employee's guaranteed hours for the relevant period will be reduced by the number of rostered hours lost as a result of the unpaid personal leave.
- 37.4 The granting of leave under this clause is subject to the employee complying with the notice provisions of subclause 21.1, *Notice Required if Unable to Attend Work*.
- 37.5 Where an employee has insufficient accrued personal/carer's leave to cover the employee's absence, then annual leave may be granted to cover the absence.

38. COMPASSIONATE LEAVE

- 38.1 Employees (except casual employees) may be entitled to take three days' paid compassionate leave per occasion:
- 38.1.1 for the purpose of spending time with a member of the employee's immediate family or household who:
- a) has or develops a personal illness that poses a serious threat to his or her life; or
- b) sustains a personal injury that poses a serious threat to his or her life.
- or
- 38.1.2 after the death of a member of the employee's immediate family or a member of the employee's household.
- 38.2 Aurizon may require an employee taking leave under this clause to provide documentary evidence that would satisfy a reasonable person of the illness, injury or death of the member of the employee's immediate family.
- 38.3 Compassionate leave shall be paid at the employee's ordinary rate of pay.
- 38.4 An employee absent on compassionate leave will be paid for the rostered hours lost by the employee as a result of the absence.

39. PARENTAL LEAVE

- 39.1 Eligible employees will be entitled to unpaid parental leave in accordance with the Act.
- 39.2 Subject to the notice and evidence requirements under the Act, eligible employees will also be entitled to paid parental leave as set out below:
- 39.2.1 12 weeks' paid maternity leave for female employees.
This leave may commence up to 6 weeks before the expected birth date and must include the 6 weeks immediately following the birth.
- 39.2.2 1 week's paid paternity leave for male employees who will not be the primary caregiver.
This leave must commence within 4 weeks of the birth of the child.
- 39.2.3 12 weeks' paid paternity leave for male employees who will be the primary care giver.
a) An employee will be entitled to this leave where the employee's spouse is unable to be the primary care giver upon the birth of the child due to injury, illness or death of the spouse.
b) This leave must commence within 4 weeks of the birth of the child.
c) This leave is subject to the employee providing Aurizon with evidence that would satisfy a reasonable person confirming that the employee's spouse is medically unfit and therefore unable to be the primary care giver upon the birth of the child; or has died.
- 39.2.4 1 week's paid adoption leave for employees who will not be the primary care giver.
This leave must commence within 4 weeks of the date of placement of the child.
- 39.2.5 12 week's paid adoption leave for employees who will be the primary care giver.
This leave must commence no later than the date of placement of the child.
- 39.2.6 The entitlement to paid parental leave under this clause is in addition to any entitlement under the Commonwealth Paid Parental Leave scheme.
- 39.3 Employees are entitled to take up to a total of 52 weeks parental leave. This includes any unpaid parental leave, paid parental leave under this clause, paid parental leave under the Commonwealth Paid Parental Leave scheme or any annual or long service leave taken by the employee during a period of unpaid parental leave.
- 39.4 Employees may apply to take leave of up to an additional 52 weeks in accordance with the Act.

40. LAW COURT ATTENDANCE

- 40.1 **Jury Service**
- 40.1.1 An employee who attends court for jury service will be paid at the employee's ordinary rate of pay including payments associated with the rostered shift the employee would have worked (excluding additional hours) had the employee not taken the leave
- 40.1.2 Aurizon will reduce the amount payable under 40.1.1 above by the amount of any payment received by the employee from the court for the same period.

40.1.3 Where an employee is required to be available for Jury Service during a period of approved annual leave and before the leave commences the employee advises Aurizon of the requirement and requests amendment to the period of approved leave, Aurizon shall treat the period of Jury Service as normal working time and shall make such amendments to all or part of the period of approved leave as might be requested and as might be reasonably accommodated within the Leave Roster described at subclause 33.10, *Annual Leave*.

40.2 Other Court Attendance

40.2.1 An employee who attends a court on behalf of Aurizon should be rostered to attend in working time.

40.2.2 Payment is to be at the employee's ordinary rate of pay including payments associated with the rostered shift the employee would have worked (excluding additional hours).

40.2.3 The employee is also to be reimbursed any reasonable expenses associated with attending court.

40.2.4 Attendance at a court by an employee, for reasons other than jury service or on behalf of Aurizon, should be supported by a certificate of attendance (or other appropriate evidence) and will be treated as leave without pay.

41. DEFENCE FORCE RESERVES AND EMERGENCY SERVICES

41.1 An employee shall be provided with leave for training with the Defence Force Reserves in accordance with the Defence Reserve Service (Protection) Act 2001 (Cth).

41.2 An employee who is a voluntary member of a civil emergency group eg State Emergency Service or the Bush Fire Service, may be granted paid leave to attend an emergency call out subject to:

41.2.1 Aurizon's operational requirements; and

41.2.2 Aurizon receiving and approving a request from the organisation involved.

42. PUBLIC HOLIDAYS

42.1 The following days shall be deemed as public holidays:

- New Year's Day
- Australia Day
- Labour Day
- Good Friday
- Easter Saturday (for shift workers only)
- Easter Monday
- Anzac Day
- Western Australia Day
- Celebration Day (Queen's Birthday)
- Christmas Day
- Boxing Day

42.2 Public Holidays on Weekends

42.2.1 For shift workers any public holiday, other than Easter Saturday, which falls on a Saturday or on a Sunday, will not be observed on the Saturday or Sunday but will be observed on the following Monday.

42.2.2 For non shift workers any public holiday which falls on a Saturday or on a Sunday, will not be observed on the Saturday or Sunday but will be observed on the following Monday.

- 42.2.3 When Boxing Day falls on a Sunday or Monday, the public holiday will not be observed on the Sunday or Monday but will be observed on the following Tuesday.
- 42.3 A public holiday will be from 0001 hours to 2400 hours on the day deemed as the holiday.
- 42.4 Where an employee, works on a public holiday, the employee will be paid eight hours pay at the ordinary rate of pay and will be paid 1.5 times the ordinary rate of pay for all hours worked on the public holiday.
- 42.5 Where an employee is called out on a public holiday the employee will be paid at the additional hours rate as provided for at clause 25, *Additional Hours (Overtime) Payments*.
- 42.6 Part-time employees are entitled to public holidays provided the holidays occur on a day, which the employee normally works.
- 42.7 A casual employee who works on a public holiday will be paid at the employee's casual rate of pay plus 1.5 times the ordinary rate for the hours worked on the day.
- 42.8 An employee who would ordinarily be rostered to work on a day but is not required to work on that day solely because it is a public holiday, will be paid for the ordinary hours the employee would have worked had the day not been a public holiday. Such hours will count towards working time.
- 42.9 The provisions of clause 42.8 do not apply to shift workers who are not rostered to work on a public holiday. On these occasions, the employee will be paid eight hours pay at the employee's ordinary rate of pay. The payment will not count towards working time but may be used, to the extent necessary, toward payment of the guaranteed hours.

PART 6 - GENERAL PROVISIONS

43. PERSONAL PROTECTIVE EQUIPMENT

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

PART 7 - CONSULTATION AND DISPUTE RESOLUTION

44. WORKPLACE REPRESENTATIVES/DELEGATES

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

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

45. CONSULTATION

- 45.1 This clause applies where Aurizon:
- 45.1.1 has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- 45.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- 45.2 Major change
- 45.2.1 For a major change referred to in paragraph 45.1.1:
- a) Aurizon must notify the relevant employees of the decision to introduce the major change; and
- b) Paragraphs 45.2.2 to 45.2.8 apply.
- 45.2.2 The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- 45.2.3 If:
- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- b) the employee or employees advise Aurizon of the identity of the representative;

Aurizon must recognise the representative.

- 45.2.4 As soon as practicable after making its decision, Aurizon must:
- a) discuss with the relevant employees:
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the employees; and
 - iii. measures Aurizon is taking to avert or mitigate the adverse effect of the change on the employees; and
 - b) for the purposes of the discussion, provide, in writing, to the relevant employees:
 - i. all relevant information about the change including the nature of the change proposed; and
 - ii. information about the expected effects of the change on the employees; and
 - iii. any other matters likely to affect the employees.
- 45.2.5 However, Aurizon is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 45.2.6 Aurizon must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 45.2.7 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Aurizon, the requirements set out in subparagraph 45.2.1a) and subparagraphs 45.2.2 and 45.2.4 are taken not to apply.
- 45.2.8 In this clause, a major change is *likely to have a significant effect on employees* if it results in:
- a) the termination of the employment of employees; or
 - b) major change to the composition, operation or size of the Aurizon's workforce or to the skills required of employees; or
 - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d) the alteration of hours of work; or
 - e) the need to retrain employees; or
 - f) the need to relocate employees to another workplace; or
 - g) the restructuring of jobs.
- 45.3 Change to regular roster or ordinary hours of work
- 45.3.1 For a change referred to in paragraph 45.1.2:
- a) Aurizon must notify the relevant employees of the proposed change; and
 - b) Subclauses 45.3.2 to 45.3.6 apply.
- 45.3.2 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 45.3.3 If:
- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

- b) the employee or employees advise the employer of the identity of the representative;

Aurizon must recognise the representative.

45.3.4 As soon as practicable after proposing to introduce the change, Aurizon must:

- a) discuss with the relevant employees the introduction of the change; and
- b) for the purposes of the discussion, provide to the relevant employees:
 - i. all relevant information about the change, including the nature of the change; and
 - ii. information about what Aurizon reasonably believes will be the effects of the change on the employees; and
 - iii. information about any other matters that Aurizon reasonably believes are likely to affect the employees; and
- c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

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

45.4 In this clause, *relevant employees* means the employees who may be affected by a change referred to in subclause 45.1.

46. RESOLVING DIFFERENCES

46.1 In the event of any dispute over matters arising under this Agreement or the National Employment Standards, work shall continue in accordance with the reasonable directions of Aurizon.

46.2 Where the parties are endeavouring to resolve the dispute in accordance with this procedure the provision of services to customers will be maintained and the status quo that prevailed immediately prior to the change that led to the dispute shall be maintained and:

46.2.1 an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and

46.2.2 an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:

- a) the work is not safe; or
- b) applicable occupational health and safety legislation would not permit the work to be performed; or
- c) the work is not appropriate for the employee to perform; or
- d) there are other reasonable grounds for the employee to refuse to comply with the direction."

46.3 Steps to Resolve Differences

46.3.1 Step 1 – Initial Discussions

- a) Where a dispute over matters under the Agreement arises, it shall be discussed between the employee/s and their immediate Supervisor.

- b) This will include meeting and conferring on the matter and agreeing to a reasonable timeframe for dealing with the matter.
- c) This initial meeting and discussion will occur as soon as possible and shall take place no later than 24 hours after the employee/s have raised the issue with their immediate Supervisor unless otherwise agreed.
- d) If the matter is not resolved at this meeting or within 7 calendar days, the parties will move to step 2.

46.3.2 Step 2 – Discussions with Manager

- a) If the matter remains unresolved after Step 1, it shall be referred for further discussions between the employee/s and a relevant manager as required.
- b) These discussions will occur as soon as possible and shall take place no later than 48 hours unless otherwise agreed after being referred from Step 1.
- c) Should the issue not be resolved within 7 calendar days the parties will move to Step 3.

46.3.3 Step 3 – Discussions with more Senior Management

- a) If the matter still remains unresolved after Step 2, it shall be referred for further discussions between the employee/s and more senior management.
- b) These discussions will occur as soon as possible and shall take place no later than 48 hours unless otherwise agreed after being referred from Step 2.
- c) The preference is that all issues in dispute are resolved at either steps 1, 2 or 3 and will very rarely be escalated to Step 4 or beyond. To give effect to this preference the parties agree that no issue will be escalated to Step 4 or beyond without a 48-hour “cooling off” period (excluding weekends and public holidays) being observed. Immediately after the “cooling off” period the parties will again meet to resolve the issue/s in dispute.
- d) In the rare and unlikely event that the issue/s in dispute remain unresolved, the parties will move to Step 4.

46.3.4 Step 4 – Mediation

- a) Failing agreement, the matter may be referred for Mediation to a mediator as agreed by the parties involved in the dispute.
- b) Where agreement is not reached before the Mediator, the parties authorise that Mediator to determine the matter and agree to abide by that determination. Any mediation will be undertaken promptly on the terms agreed between the affected parties
- c) The Mediator is only authorised to make a determination on issues pertaining to the employment relationship contained in this Agreement. Where a matter has reached this stage the parties recognise the significance of such and will treat any recommendation made by the Mediator as being highly influential.
- d) Prior to any binding determination being made the Mediator must first be convinced that there is no reasonable prospect of resolving the issue/s in dispute in any other way than by a binding determination.

46.4 At any stage during this process an employee may be represented by a representative of their choice.

46.5 A mediator will be agreed between the parties and where agreement is not reached the default mediator will be Fair Work Australia.

46.6 Rights of Nominated Employee Representative

46.6.1 A Nominated Employee Representative will, subject to operational requirements, be permitted during working hours to represent employees in accordance with this Disputes Resolution Procedure without loss of pay.

46.6.2 Where a representative requested by the employee cannot be released due to operational requirements the discussions referred to in this Clause will not proceed until a representative is available. It is noted that in exceptional circumstances the employee representative may not be available within a reasonable timeframe. In such circumstances the employee should nominate an alternative representative so as not to unnecessarily hold up the progression of resolving the dispute.

PART 8 - MISCELLANEOUS

47. SPECIFIC PROVISIONS FOR FORMER WAGRC EMPLOYEES


- 47.1 The provisions of this clause apply only to employees of Aurizon who have been continuously employed by Aurizon, Australian Railroad Group Employment Pty Ltd and Westrail Freight Employment Pty Ltd from 17 December 2000 and who immediately prior to such employment were employees of the Western Australian Government Railways Commission (WAGRC).
- 47.2 Long Service Leave
- 47.2.1 Employees shall be entitled to long service leave in accordance with clause 34, *Long Service Leave*, except as follows:
- a) An employee who, before the commencement of this Agreement has elected, in lieu of accruing long service leave, to receive an additional payment of 1.87% of the employee's ordinary rate of pay for all purposes may:
 - i. continue such an arrangement while this Agreement is in force; or,
 - ii. may, at any time, elect to cease receiving the additional payment and commence accruing an entitlement to long service leave.
 - b) Any period for which an employee receives a payment in lieu of the accrual of long service leave shall not be deemed to be service for the purpose of determining the employee's entitlement to long service leave but such period shall not break the employee's continuity of service.
- 47.3 Transfers
- 47.3.1 A former WAGRC employee who is required to permanently transfer away from the employee's appointed location as at December 17 2000, can elect to refuse the transfer and, if no other suitable positions are available with Aurizon in Western Australia, the employee's employment may be terminated pursuant to clause 13, *Redundancy*.
- 47.3.2 Where an employee is transferred under the circumstances dealt with in subclauses 14.1, *Permanent Transfer – Aurizon Initiated*, 14.5, *Permanent Transfer – Employee Initiated* and 14.6 *Cross Transfer Between Aurizon Locations*, the employee will lose the appointed location protection as provided for in paragraph 47.3.1 above.
- 47.4 Redundancy
- 47.4.1 For the purposes of clause 13, *Redundancy*, "continuous service" means:
- a) all service with Aurizon and its related entities as described in subclause 47.1 above; and,
 - b) all previous continuous service with the Western Australian public sector less one year's service for each four weeks transfer payment received on termination of employment with WAGRC.
- 47.4.2 To avoid any uncertainty, service with Aurizon and service with the WA public sector shall be treated as separate periods. Only completed years of continuous service with each employer shall be recognised and part years of service with either employer will not be aggregated.

48 SIGNATORIES

Employer

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

Signature and Full Name of representative:


Signature
20/11/2014

ALEXANDER BARRABLE
Full Name

Title: General Manager Maintenance WA

Address: 882 Abernethy Road Forrestfield 6058

Dated: 20 November 2014

Employee Representative

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

Signature and Full Name of representative:


Signature

PHILIP MADCOCK
Full Name

Title: BRANCH SECRETARY WA BRANCH ARFBW.

Address: 2/10 NASH STREET, PERTH, 6000.

Dated: 20th NOVEMBER 2014.

APPENDIX 1 – CLASSIFICATION INDICATIVE DUTIES and REQUIREMENTS

The Indicative Duties and requirements for the classifications detailed at subclause 22.1 *Rates of Pay*, are as follows:-

CLASSIFICATION	INDICATIVE DUTIES / WORK DESCRIPTION	REQUIREMENTS Competencies, qualifications, courses and other requirements for each classification.
<p>Minimum entry level requirements for all classifications are:-</p> <ul style="list-style-type: none"> • Literacy Level 3 and Numeracy Level 2 competency standards. • Medical, vision and hearing standards and physical mobility requirements as applicable for the role. • Hold a valid 'C' class driver's licence. <p>Notes:</p> <ol style="list-style-type: none"> 1. The duties listed are indicative only, they may not be required to be performed by employees at all times and will vary based on requirements at specific locations and particular shifts being worked. Accordingly, in some instance all listed competencies, qualifications, courses or other requirements may not be required. 2. In this Appendix a "valid 'C' class driver's licence" means a full motor vehicle driver's licence permitting the employee to drive a motor car in the state in which the employee might be required by the company to drive in the course of the employee's duties. 3. Progression from one Level to the next within the respective streams, unless otherwise indicated will be automatic, subject to the employee achieving the required competencies in accordance with the Training Plan. 4. Where otherwise stated the position is to be filled by appointment. 		
ROLLINGSTOCK MAINTENANCE & STORES STREAM		
Rollingstock Maintainer - Level 1	<p>Undertake theoretical and practical components of Rollingstock Maintainer training program and/or;</p> <ul style="list-style-type: none"> • Maintain cleanliness of locomotives, rollingstock, plant, equipment, vehicles & work area, • Drive vehicles and road trucks for pick up / delivery of supplies & equipment; and/or, • Carry out other miscellaneous terminal / depot duties. 	<ul style="list-style-type: none"> • Cooperate and participate in order to achieve the desired training outcomes; • Attend the off-the-job, external or on-the-job training as required and apply themselves to the agreed training plan; • Complete all of the work set; and • Keep a record of achievements both at work and during training. • Undertake an assessment for level movement for progression to Level 2. • Working towards a Statement of Attainment to become a competent Rollingstock Maintainer as set out by the Australian Qualifications Framework.
Rollingstock Maintainer - Level 2	<p>Undertake theoretical and practical components of Rollingstock Maintainer training program, and;</p> <ul style="list-style-type: none"> • Perform locomotive trip servicing; and/or, • Maintain cleanliness of locomotives, rollingstock, plant, equipment, vehicles & maintain work area; and/or, • Drive vehicles and road trucks for pick up / delivery of supplies & equipment; and/or, • Carry out other miscellaneous terminal / depot duties. 	<ul style="list-style-type: none"> • Cooperate and participate in order to achieve the desired training outcomes; • Attend the off-the-job, external or on-the-job training as required and apply themselves to the agreed training plan; • Complete all of the work set; and • Keep a record of achievements both at work and during training. • Undertake an assessment for level movement for progression to Level 3. • Working towards a Statement of Attainment to become a competent Rollingstock Maintainer as set out by the Australian Qualifications Framework.

CLASSIFICATION	INDICATIVE DUTIES / WORK DESCRIPTION	REQUIREMENTS Competencies, qualifications, courses and other requirements for each classification.
Rollingstock Maintainer - Level 3 Dual Function Maintainer - Level 3a	Duties of Rollingstock Maintainer Level 2 plus a minimum of 3 of the indicative duties listed below. For dual function, duties of Rollingstock Maintainer Level 2 plus a minimum of 5 of the indicative duties listed below; <ul style="list-style-type: none"> • Perform shunting under supervision. • Marshalling of trains under supervision. • Operate fixed / mobile plant and equipment in accordance with training plan requirements / qualifications. • Undertake wagon fault identification. • Undertake repair and maintenance. • Assist in the operation of the terminal store. • Maintain the Water Treatment plant. • Perform Stocktake. • Assist in the operation of the wheel lathe. 	<ul style="list-style-type: none"> • Cooperate and participate in order to achieve the desired training outcomes; • Attend the off-the-job, external or on-the-job training as required and apply themselves to the agreed training plan; • Complete all of the work set; and • Keep a record of achievements both at work and during training. • Undertake an assessment for level movement for progression to Level 4. • Working towards a Statement of Attainment to become a competent Rollingstock Maintainer as set out by the Australian Qualifications Framework.
Rollingstock Maintainer - Level 4 Dual Function Maintainer - Level 4a	Duties of Rollingstock Maintainer Level 3 plus a minimum of 3 of the indicative duties listed below. For dual function, duties of a Dual Function Maintainer Level 3a plus a minimum of 4 of the indicative duties listed below; <ul style="list-style-type: none"> • Operations of the Store. • Shunting. • Marshalling of trains. • Operate loading and unloading equipment. • Conduct inspections on Rollingstock. • Conduct brake testing or brake examinations on Rollingstock. • Computer system operation as applicable to role. • Assist in the re-railing of Rollingstock. • Co-ordination of fuel & oil requirements for depot. • Direct purchasing of non stock items & services. • Administration of stock outs/customer liaisons. 	<ul style="list-style-type: none"> • Perform tasks without supervision to the level of competency achieved to consolidate those skills on the job prior to undertaking a final assessment for progression to Level 5. • Working towards a Statement of Attainment to become a competent Rollingstock Maintainer as set out by the Australian Qualifications Framework.

CLASSIFICATION	INDICATIVE DUTIES / WORK DESCRIPTION	REQUIREMENTS Competencies, qualifications, courses and other requirements for each classification.
Rollingstock Maintainer - Level 5 Dual Function Maintainer - Level 5a	Duties of Rollingstock Maintainer Level 4 plus a minimum of 2 of the indicative duties listed below. For dual function, duties of a Dual Function Maintainer Level 4a plus a minimum of 2 of the indicative duties listed below; <ul style="list-style-type: none"> • Undertake movement of rollingstock within maintenance depot limits. • Operation of the Store. • Shunting. • Marshalling of trains. • Operate loading and unloading equipment. • Conduct inspections on Rollingstock. • Conduct brake testing or brake examinations on Rollingstock. • Computer system operation as applicable to role. • Assist in the re-railing of Rollingstock. • Co-ordination of fuel & oil requirements for depot. • Direct purchasing of non stock items & services. • Administration of stock outs/customer liaisons. 	<ul style="list-style-type: none"> • Must have a Certificate issued for the position recognised under the Australian Qualifications Framework.
Rollingstock Maintainer - Level 6	Duties of Rollingstock Maintainer Level 5 or Dual Function Maintainer Level 5a plus perform one of the following; <ul style="list-style-type: none"> • Provide on the job training in accordance with the relevant training plan. • Operate signal cabin – Kalgoorlie. 	Progression not automatic - Filled by appointment. <ul style="list-style-type: none"> • Must have a Certificate issued for the position recognised under the Australian Qualifications Framework. • Working towards and complete a Statement of Attainment for relevant units in Training & Assessment.

CLASSIFICATION	INDICATIVE DUTIES / WORK DESCRIPTION	REQUIREMENTS Competencies, qualifications, courses and other requirements for each classification.
Tradesperson – Level 5	<ul style="list-style-type: none"> • Undertakes maintenance and repair work as a base tradesperson as applicable to the employees trade. • Performs non trade tasks incidental to the work. • Maintain work area in a clean & safe state. • Operates lifting equipment (not requiring a license) incidental to the work. • Assist in the re-railing of Rollingstock. • Exercises appropriate computer / keyboard skills. • Undertake locomotive and/or wagon specific work applicable to the employees own trade. • Undertake locomotive and/or wagon specific fault identification, repair and maintenance applicable to the employees own trade. • Conduct locomotive brake tests. • Undertake movement of rollingstock within Maintenance Depot Limits. 	<ul style="list-style-type: none"> • Relevant Trade Certificate or formal equivalent. • Electrical Tradesperson must also have a valid 'A' grade Electrical Workers Licence. • Achieve training plan modules applicable to relevant trade and this level.
Tradesperson – Level 6	Duties of Tradesperson Level 5 plus; <ul style="list-style-type: none"> • Consolidation & exercising of trade skills to meet job requirements. • Supervise and mentor apprentices. 	All items from Tradesperson Level 5 plus; <ul style="list-style-type: none"> • Achieve training plan modules applicable to relevant trade and this level.
Tradesperson – Level 7	Duties of Tradesperson Level 6 plus; <ul style="list-style-type: none"> • Performs cross trade tasks peripheral to their job roles; and/or • May supervise re-railing operations. 	All items from Tradesperson Level 6 plus; Working towards a Statement of Attainment for relevant units in Training & Assessment.
Tradesperson – Level 8	Duties of Tradesperson Level 7 plus; <ul style="list-style-type: none"> • Train & mentor other tradespersons where required. 	Progression not automatic - Filled by appointment. Working towards and complete a Statement of Attainment for relevant units in Training & Assessment.
Team Leader (Trades/Non Trades) – Level 10	Undertake any of the above referred Terminals and Depots stream duties as applicable to the role plus; <ul style="list-style-type: none"> • Direct and supervise day to day depot work including work scheduling and allocation. • Coordinate maintenance / servicing of locomotives / Rollingstock. • Operate locomotives for limited train movements. • Perform depot administrative functions. • Conduct incident / accident investigations. • Conduct employee training, mentoring and assessment. 	Progression not automatic - Filled by Appointment. <ul style="list-style-type: none"> • Trades - Relevant Trade Certificate or formal equivalent. • Non Trades - Must have a Certificate issued for the position recognised under the Australian Qualifications Framework. • Working towards and complete a Statement of Attainment for relevant units in Training & Assessment.

CLASSIFICATION	INDICATIVE DUTIES / WORK DESCRIPTION	REQUIREMENTS Competencies, qualifications, courses and other requirements for each classification.
Team Leader (Stores) – Level 10	Undertake any of the above referred duties and Store stream duties as applicable to the role plus; <ul style="list-style-type: none"> • Direct and supervise day to day store work including work scheduling and work task allocations. • Co-ordinate the effective & efficient operation of receivables & issuing of parts. • Co-ordinate minor purchases of non stocked items. • Perform depot administrative functions. • Conduct employee training, mentoring and assessment. • Co-ordinate the timely processing of items for repair. 	Progression not automatic - Filled by appointment <ul style="list-style-type: none"> • Must have a Certificate issued for the position recognised under the Australian Qualifications Framework. • Working towards and complete a Statement of Attainment for relevant units in Training & Assessment.
Team Leader (Trades) – Level 12	Duties of Team Leader (Trades) Level 10, as applicable to appointed location, plus coordinate depot operations.	Progression not automatic - Filled by appointment. All items from Team Leader (Trades) Level 10.