

Pacific National Intermodal Division Outsourced Projects Enterprise Agreement, 2006

An Agreement Between

Pacific National

And

Australian Rail Tram and Bus Industry Union

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1 Objectives

- 1.1 This clause sets out the objectives of the parties in making this Agreement. While the clause does not establish rights or obligations, it may be used to assist in resolving ambiguity or uncertainty over the application of the Agreement. The objectives of this Agreement are to:
- (a) Reflect in the content the commitment of the Intermodal division, employees and the union to rail industry best practice in Occupational Health and Safety performance;
 - (b) Ensure that continuity of critical rail services are maintained and that it is acknowledged that continuity of supply is an essential workplace requirement;
 - (c) Provide fair and reasonable wages and other terms and conditions for employees which facilitate flexibility and efficiency;
 - (d) Recognise a commitment to reform and continuous improvement will contribute to commercial success. Business success will underpin improvements to job security, wages and working conditions;
 - (e) Support the removal of artificial barriers and to allow for the performance of tasks, which are safe, efficient and logical, and for which the employee has been trained and has current and demonstrated competency;
 - (f) Provides a classification structure that facilitates the achievement of business needs and is competency based;
 - (g) Provide training relevant to job requirements and employee needs, that is aligned to the TDT framework;
 - (h) Outline terms and conditions of employment in a clear and easily understood format;
 - (i) Promote the introduction of new technology, systems and/or processes which improve business efficiency and effectiveness;
 - (j) Promote the development of a workforce culture which is commercially and customer focused and aligned to growing the business;
 - (k) Achieve an appropriate balance between Intermodal division's business and operational requirement with the employees' needs and occupational health and safety requirements.

2 Title

The title of this Agreement is the **Pacific National Intermodal Division Outsourced Projects Enterprise Agreement, 2006**.

3 Parties

The parties to this Agreement are:

- Pacific National (ACT) Ltd
- Pacific National (NSW) Ltd
(Collectively "**Pacific National – Intermodal Division, Outsourced Projects**") hereafter referred to as "**Pacific National**";

and

- Australian Rail Tram and Bus Industry Union ("**RTBU**").

4 Scope

- 4.1 This Agreement shall apply to:
- (a) Each of the parties; and
 - (b) Employees of the Intermodal Division of Pacific National who perform the substantive and major part of their work on Outsourced Projects Work in the classifications that are described in this Agreement.
- 4.2 This Agreement does not apply to an employee who is employed to perform work in another business or part of a business (including another distinct geographical or operational area) operated by Pacific National that is covered by another workplace agreement or pre-reform agreement that operates to cover work on a distinct geographical or operational basis. For example, but not limited to, an employee who at the time this Agreement was made was covered by the Pacific National Intermodal Division Terminal Operators Union Collective Agreement 2006.

5 Transmission of Business

- 5.1 The parties acknowledge that Part 11 – Transmission of Business Rules, of the Workplace Relations Act 1996, sets out the legislative framework with respect to how this Agreement will bind a successor, assignee or transmittee of Pacific National's business.
- 5.2 Where a business is transmitted from Pacific National to another employer, as contemplated by the Workplace Relations Act (in this clause called the "transmittee") and an employee who:
- (a) At the time of such transmission was an employee of Pacific National in the business transmitted; and
 - (b) Was covered by the provisions of this Enterprise Agreement; and
 - (c) Who immediately becomes an employee of the transmittee;

then where the employee's service and accrued and unused leave entitlements with Pacific National are recognised by the transmittee, and the employee is offered employment on terms and conditions no less favourable than the employee currently enjoys, the employee will not be entitled to payment on account of any leave, severance, redundancy, period of notice or any other entitlement on termination of their employment with Pacific National.

6 Duration

This agreement shall operate from the date of lodgement. The Agreement shall operate for five years from the date of lodgement.

7 Relationships with other Awards and Agreements

- 7.1 This Agreement sets out the whole agreement between the parties. Any and all federal awards cease to have any operation in relation to an employee when this Agreement commences.
- 7.2 Any and all Protected Award Conditions of the Relevant Awards as set out in Attachment 4 are expressly excluded pursuant to section 354 of the Act.

8 No Extra Claims

This Agreement covers the field. During the term of this Agreement the parties shall make no extra claims for any changes in remuneration or conditions of employment.

9 Health and Safety

- 9.1 The parties to this Agreement share an ongoing commitment to ensure and to promote the health, safety and welfare of all employees, and nothing in this Agreement shall be designed or applied in ways that reduce or diminish this objective.

- 9.2 Pacific National must take all practical and reasonable measures to ensure the health, safety and welfare of all employees, as well as ensuring a safe and healthy work environment. Pacific National will also monitor and seek to improve technology, systems and processes to ensure that both its statutory obligations and the objectives of this Agreement are met.
- 9.3 Employees must ensure that they perform their jobs safely with a duty of care to themselves and to other employees, contractors, visitors or customers.
- Employees must attend for duty fit and able to safely perform their duties. Employees must comply with Pacific National's policy and procedures, including those related to drugs and alcohol. Employees must also bring to the notice of their supervisor or manager, any situation where they genuinely believe a risk of injury or damage exists.
- 9.4 Everything possible is to be done to avoid disruption to any activity where there are, or are likely to be, significant adverse environmental consequences arising from such disruption.
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10 Contract of Employment

10.1 General Principles and Undertakings

- (a) Pacific National shall use its best endeavours to ensure that full-time employment is the principal form of employment.
- (b) Pacific National may, subject to clauses 10.2, 10.3, 10.4 and 10.5, engage employees either on a permanent full-time, permanent part-time, casual or fixed term basis in all classifications to provide flexibility of employment and to accommodate variability of business activities.
- (c) No employee shall have their form of employment changed without their written agreement.
- (d) When engaged, all employees shall:
 - (1) Attend for work fit, ready and able to perform in their role;
 - (2) Use safe work practices and properly use all appropriate protective clothing and equipment provided by Pacific National;
 - (3) Undertake all work as directed, which can be assigned to a person of that skill and/or competence;
 - (4) Comply with all Pacific National policies and procedures as in force from time to time;
 - (5) Comply with any reasonable request to working shift rosters where required;
 - (6) Pacific National may require an employee to work reasonable overtime at the appropriate penalty rates;
 - (7) Implement and use new technology, systems and / or processes, when trained, which will improve business efficiency and effectiveness.
 - (8) Participate in developing and implementing work methods that are designed to improve the performance of Pacific National; and
 - (9) Participate in training, learning and developmental programs and attend team briefings, which are conducted during working time, to enhance the productivity of the workplace.
 - (10) Ensure that there is continuity of supply in areas which are critical to the particular contracted business.

10.2 Full-time Employment

Full-time employees are those who are engaged to work ordinary hours of nineteen hundred and seventy six hours (1976) per annum, inclusive of public holidays and annual leave hours. This is the equivalent of fifty-two weeks at thirty eight hours per week.

10.3 Part-time employment

- (a) Part-time employees are those (other than casual employees) employed to work less than the ordinary hours of work for an equivalent full-time employee.

- (b) A part-time employee may be engaged on a permanent basis as provided for in this Agreement.
- (c) A part-time employee's minimum number of hours per annum, and wherever possible, the scheduling of those hours will be agreed in writing at the commencement of employment.
- (d) A part-time employee shall be engaged for a minimum of three consecutive hours on a shift.
- (e) Part-time employees' minimum number of hours per annum can only be varied in writing, by agreement, between the employee and Pacific National.
- (f) Part-time employees will be entitled to pro-rata conditions, including payment provisions and leave entitlements, as provided for in this Agreement, relative to the comparable full-time equivalent position. A part-time employee will receive the weekend, public holiday and shift penalty payments associated with their working pattern, these payments may be included in an aggregate penalty payment. Rostered days off (RDOs) will be shown on the employee's master roster.
- (g) A part-time employee may be required to work additional hours beyond their agreed minimum hours. Where this is required, the payment for additional hours worked will be at ordinary rates, without penalty, up to the number of ordinary hours for an equivalent full-time employee. Where the worked additional hours exceed the normal ordinary hours for an equivalent permanent full-time employee, the applicable penalty will be applied to the excess hours worked.

10.4 **Casual Employment**

- (a) Casual employees are employees engaged by Pacific National as such.
- (b) A casual employee shall be engaged for a minimum of three consecutive hours on a shift.
- (c) A casual employee will receive the ordinary hourly base rate of pay applicable to the equivalent full-time classification plus a twenty percent (20%) loading on the ordinary hourly base rate of pay which is compensation for not receiving sick leave, annual leave, annual loading, long service leave and public holidays not worked and those entitlements identified, in sub-clause 10.4 (e) below.
- (d) The classification level and rate of pay within the classification structure for the casual employee will be determined by reference to the requirements of the position and to the casual employee's skills, knowledge and experience.
- (e) Shift payments and applicable penalty payments will be paid in accordance with the provisions applicable to a similar full-time classification. Shift payments and applicable penalty payments will be calculated from the base pay rate and these payments will exclude the application of the twenty percent (20%) loading referred to in clause 10.4 (c) above.
- (f) Casual employees will not be entitled to:
 - (1) Overtime payments, except for hours worked in excess of the ordinary hours for a full-time employee, calculated on the same basis as an equivalent permanent employee;
 - (2) Any Employee Travel or Family Passes provisions;
 - (3) Redundancy, sick leave annual leave, leave loading, long service leave and public holidays; and
 - (4) Unless otherwise prescribed, any other entitlement as provided for in this Agreement.
- (g) Pacific National or the employee may terminate casual employment by providing notice expiring at the end of the last rostered shift worked.
- (h) **Conversion of a Casual employee to a permanent or part-time employee**
 - (1) Pacific National may, at any time offer a casual employee the opportunity to be appointed as a permanent or as a part-time employee, under terms provided for in this Agreement.

- (2) Where a casual employee has worked more than nine hundred (900) hours (equivalent to approximately 6 months full-time employment) for Pacific National in any financial year, he/she may seek to be appointed as a permanent or as a part-time employee, under terms provided for in this Agreement. Where a casual employee seeks appointment under these provisions, Pacific National will not unreasonably refuse. Where Pacific National refuses to make the appointment sought by the casual employee, the reasons for the refusal will be outlined in writing to the casual employee.
- (3) Any offer to convert the employment status of a casual employee will be in writing. The casual employee may elect to accept or to reject any offer made.
- (4) Where an offer is made and rejected, Pacific National may seek to fill the position by other means and this action may result in the casual employee's employment being terminated.

10.5 Fixed Term Employment

- (a) Fixed term employees are engaged for a specific task or project (which may include the replacement of an employee who is on leave) for a specified, fixed period of time.
- (b) A fixed term employee shall generally not be engaged for a period in excess of twelve (12 months).
- (c) Fixed term employees may be engaged on either a full-time or part-time basis consistent with the terms of this Agreement.
- (d) Employees engaged on a fixed term basis will be entitled to all terms and conditions applicable to a full-time or a part-time employee (as the case may be) in the same classification with the exception of redundancy entitlements and long service leave. Accrued annual leave will be paid on a pro-rata basis at the completion of the engagement.
- (e) The offer of fixed term employment will specify the period of the engagement. Pacific National is under no obligation to offer further fixed term employment or permanent employment upon the expiration of the original engagement.
- (f) Other than in cases of misconduct that warrants summary dismissal, Pacific National may terminate a fixed term employee, at any time during the fixed term by giving two weeks notice of termination or payment in lieu thereof.
- (g) Payment in lieu of notice will be made if the appropriate notice period is not given. Pacific National may require all or part of the period of notice to be worked out with any remainder paid out.

11 Recruitment, Selection and Induction

- 11.1 The selection process for filling job vacancies will be based on the merit principle. The merit of applicants will be determined by considering the abilities, competence, qualifications, experience, standard of work performance and work history of candidates, relative to the position.
- 11.2 All selection decisions will reflect Pacific National's commitment to equal employment opportunity and the elimination of unlawful discrimination.
- 11.3 Pacific National will advertise all vacancies for positions covered by this Agreement, unless those vacancies are filled in accordance with prevailing policy related to redeployment or transfer of employees.

All vacancies will be advertised internally. At times, Pacific National may also advertise a vacancy simultaneously internally and through media advertisements, recruitment agencies and other sources.
- 11.4 Where a position covered by this Agreement is advertised and no grade or classification is included in the advertisement, Pacific National will provide advice as to the appropriate classification when asked by an applicant for the position
- 11.5 Where an offer is made to appoint employees under the terms of this Agreement, following advertising, the offer will be in writing in the form of a letter of engagement. The letter of engagement will contain the following:

- (a) Position title;
 - (b) Appointment date;
 - (c) Position level, as contained within this Agreement;
 - (d) Salary level; and
 - (e) That in addition to the terms of the letter of engagement, this Agreement applies to the employee's employment.
- 11.6 Pacific National will ensure that all employees are appropriately inducted into their workplace following appointment.

12 Probationary Employment

- 12.1 A probationary period of up to three months from the date of commencement will be applied to all new employees, other than casual employees and fixed term employees engaged for less than a period of six months and will be outlined in their letter of engagement.
- 12.2 On commencing employment, probationary employees will be advised as to the performance standards required, including the provision of regular performance reviews during the period of probationary employment.
- 12.3 During the probationary period, the employee's employment may be terminated by either the employee or Pacific National by providing one week's written notice.
- 12.4 If during the period of probationary employment an employee resigns or is dismissed by Pacific National the employee is required to return any property in their possession, including workwear and equipment.

13 Career Paths and Classifications

- 13.1 Pacific National may, subject to complying with any consultation requirement outlined in Common Clause 28 of this Agreement, where the implementation of any change will have a significant impact on employees, determine the following:
 - (a) The type and number of positions in the organisation and the organisational structures;
 - (b) Employee levels;
 - (c) Specific work practices; and
 - (d) Specific equipment and its use.
- 13.2 The classifications to which this Agreement applies are set out in this Clause.
 - (a) The classification structures provide flexibility to design new jobs or to redesign existing jobs, including the way work is performed, so that Pacific National can respond to changes in the business and commercial environment.
 - (b) The process of job design or job redesign may require employees to undertake activities that have not traditionally been within their classification stream or that have not been previously part of their role.

Where job roles are adjusted or redesigned, the employee will be entitled to be paid at a classification level that equates to the work or activities being undertaken in the new role subject to the provisions of the Salary Maintenance clause of this Agreement.
 - (c) In the circumstance where an employee has previously been required to perform a job role which is no longer used or has lapsed for whatever reason, Pacific National may determine, based on business requirements, to train that employee in an alternate job role and therefore maintain the current number of job roles and the employee's current pay level.
- 13.3 This Agreement provides for the removal of unnecessary demarcations and improves the flexibility between and across career path streams. This allows work to be allocated in the most efficient manner, recognising employees' use of skills and competencies within the appropriate classification and pay levels in the appropriate classification structures.

13.4 The career path provides a structured career path for employees who are engaged in positions that directly focus on the business operations of the organisation. These roles would typically include locomotive operations, shunting, examining, and terminal operations.

13.5 The career path would include:

- (1) Load lifting (Gantry)
- (2) Load / Lifting (Fork/Reachstacker)
- (3) Examining
- (4) Shunting & marshalling 1 (as 1 skill set)
- (5) Steel Terminal marshalling/planning 2
- (6) Terminal Locomotive Assistant (TLA - Qualified 2nd person)
- (7) Terminal Tractor Operator
- (8) Terminal Locomotive Operator (TLO)
- (9) Remote Control Operator (RCO)

(b) ITV and groundsman operations are considered base entry level skills and not a designated career path work area.

13.6 Subject to employees completing relevant training for their position they will progress through the classification structure to the following minimum base classification levels:

- (a) Terminal Operator stream – Level 4
- (b) Terminal Locomotive Operations – Level 9

13.7 **Principles**

The classification structures operate in accordance the following principles:

(a) Classification will be made on the basis of matching the primary job roles with the appropriate level of the classification structure.

On this basis, employees will be classified at a level within the classification structure that is commensurate with the major and substantial requirements of the role undertaken. Employees will remain in their classification unless there is a major and substantial change in the work undertaken and/or accountabilities. At the same time it is not anticipated that there be any other wholesale reclassifications other than those negotiated in reaching settlement of this enterprise agreement.

(b) Classifications are based on skills required and used in the role rather than skills possessed by the employee;

(c) To allow for the design of roles and the performance of activities and tasks based on assessment of what is safe, efficient and logical for which the employee has been trained and has current and demonstrated competency;

(d) Flexibility that allows Pacific National, to change the way work is organised and/or the way job roles are designed, as required by the business or commercial demands; and

(e) The Transport and Distribution, Rail Operations Training package and the associated competency standards will be used to underpin Pacific National's training and development system. Certificates of attainment and statements of attainment will be issued to employees upon satisfying the requirements of the specific training.

13.8 **Mixed Functions/Higher Duties**

Where an employee is requested by management to perform a job role that falls within a higher classification level they will be entitled to be paid at the higher classification level for the shift during which the work was performed.

13.9 **Working in Other Business Areas of Pacific National**

Employees covered by this Agreement may be required to work within other Business Areas of Pacific National. When employees are required to perform such work the employees shall receive the terms and conditions and be paid in accordance with the rates contained in the relevant

workplace agreement for that particular Business Area subject however to clause 13.8 above and clause 33 below.

13.10 Assessment of Previous Skills or Knowledge

Employees, when engaged or when transferring from one classification stream to another will be assessed in whether they have any skill or knowledge relevant to the position they were employed for within the first three (3) months from their commencement into their role. Where the employee is assessed as having previously obtained skills and knowledge applicable to the job role, the assessment process will determine the level of the classification structure the employee should be appointed

13.11 Classifications, Descriptors and Pay Levels.

The following table outlines the classification titles, descriptors and pay levels in the two streams, Traditional Terminal Roles and Terminal Locomotive Operational Roles .

It is not expected that any other consequential job reclassifications will occur as a result of implementing the classification structures in the field upon lodgement of this agreement. Any further job reclassifications during the term of the agreement will only occur where there has been a significant change in a job role that, in itself, would warrant a reclassification.

(a) Traditional Terminal Roles

Classification Title	Description	Classification Pay Level
Terminal Operator in Training	An employee engaged in the Operations Stream who is in training to perform in their primary job role	1
Terminal Operator	Terminal operators at this level are accountable for and Undertake a range of base level terminal support activities. These activities would typically include : <ul style="list-style-type: none"> ➤ Directing the movements of forklifts and trucks; ➤ Preparing wagons for placement and removal of containers; ➤ Assisting with lifting and lowering operations; ➤ Moving trailers with containers, using an internal transfer vehicle. 	3
Terminal Operator 1	Terminal operators at this level are accountable for and Undertake activities that are directed at a single job role.	4
Terminal Operator 2	Terminal operators at this level are accountable for and Undertake activities that are directed at two job roles.	7
Terminal Operator 3	Terminal operators at this level are accountable for and Undertake activities that are directed at three job roles.	9
Terminal Operator 4	Terminal operators at this level are accountable for and Undertake activities that are directed at four job roles.	11
Terminal Operator 4 (a)	Team Leader level 1. This role applies to positions which provide comprehensive supervision and leadership to a designated team of employees. This position may have other employees, providing field leadership of smaller groups, reporting to them. As a team leader, this role is accountable for planning and organising activities, usually on a shift basis.	12
Terminal Operator 5	Terminal operators at this level are accountable for and undertake activities that are directed at five job roles	13
Terminal Operator 6	Terminal operators at this level provide leadership and supervision to a designated group of employees. Positions at this level may have other employees providing field leadership of smaller work groups reporting to them. As a team leader, this position is accountable for planning and organising, usually on a shift basis.	15
Terminal Operator 7	An employee allocated to Terminal activities, who has the responsibility to direct train and / or shunting movements,	18

	within a Yard or Terminal on a day to day basis. This position is responsible for the planning and organising of yard/terminal activities related to the provision of resources (eg: rollingstock) to ensure the effective transportation of freight..	
Terminal Operator 8	An employee allocated to terminal activities, who has the responsibility of ensuring the availability of appropriate rollingstock to and from Yards / Terminals by producing train movement plans in advance.	19

(b) **Terminal Locomotive Operational Roles**

Classification Title	Description	Classification Pay Level
Terminal Locomotive Assistant	An employee engaged to perform the role of 2 nd person during trip train, and driver relief operations. This employee will also be competent to carry out shunting /marshalling and examining operations.	9
Terminal Tractor Operator	An employee trained and competent in all of the above positions PLUS This employee will have completed the training package for a competent Terminal Tractor operator. This will not qualify the employee to operate locomotives. These activities can only take place within terminals, however for shunting purposes, it is recognised that such activities may involve the shunting of wagons outside of the immediate terminal boundaries but within an integrated production facility of the customer, provided the work is comprehended by the scope of this Agreement.	10
Terminal Locomotive Operator	An employee trained and competent in all of the above job roles PLUS Qualified and undertaking locomotive operational accountabilities in a Terminal environment. Conducts single person locomotive operations. These activities can only take place within terminals, however for shunting purposes, it is recognised that such activities may involve the shunting of wagons outside of the immediate terminal boundaries but within an integrated production facility of the customer, provided the work is comprehended by the scope of this Agreement.	11
Terminal Locomotive Operations Mainline	An employee trained and competent in all of the above positions. PLUS Qualified and undertaking Terminal Locomotive operations with the additional competency to undertake mainline driving duties (2 Up) from time to time.	12
Remote Control Operator	An employee trained and competent in all of the above job roles PLUS Trained and qualified in, and undertaking the operation of Remote Control Operation accountabilities in a Terminal / Yard limit environment.	13

- 13.12 The parties recognise that the introduction of the Terminal Locomotive Operations classification structure provides for a logical avenue for a further career path to mainline Locomotive Operations, subject to the employee's suitability and the vacancy of such positions. An employee engaged and classified within the Terminal Locomotive Operations classification structure has a right to apply and compete for other vacant train crew positions within the Intermodal Driver's Business Division or in other Pacific National Business Divisions.
- 13.13 Employees appointed to the Terminal Locomotive Operations classification structure will not be required to perform any job roles, which are not contained within the classification structure at clause 13.11(b) with the exception of TLA, shunting/marshalling 1, and train inspection (examining), and clause 13.5(b). In the circumstance where an employee moves from the Traditional Terminal classification structure to the Terminal Locomotive Operations classification structure, job roles other than shunting/marshalling 1 and train inspection (examining) will cease to be recognised as applicable to the employees pay point level.
- 13.14 A job role is a term that defines a key and significant function that is undertaken by Terminal Operators. Due to the nature of work, some Terminal Operator roles may also be defined as multi functional, i.e. they are required, as a major and substantial component of their role, to undertake work comprising more than one job role.
- 13.15 While a job role outlines a key and significant function, or functions, this does not prevent a job being designed and the employee subsequently performing other activities which are of a lower level and which are secondary to the functions. Classifications will be made on the basis of assessing the job roles being undertaken.
- 13.16 For example, a terminal operator's job role may be operating lifting equipment, eg. operating a gantry crane. This will be that employee's major job role and the basis for the employee's classification. However, from time to time the employee may undertake other lower level activities associated with assisting with forklift operations eg. setting up wagons for containers, driving ITV etc. These activities are secondary to the major role of load lifting and are not used for determining the classification level.
- 13.17 The following table describes the current job roles. Pacific National may identify additional job roles, subject to developments in business or operational requirements:

<p>Shunt and Marshall Rolling Stock</p> <p>This job role requires employees to undertake all activities associated with both marshalling and shunting rolling stock, including locomotives and wagons. These activities can take place within terminals, yards and/or on the mainline.</p> <p>Marshalling involves using appropriate skills and knowledge required to determine wagon and locomotive placements within a consist in order to comply with any safeworking or regulatory requirements and to comply with Pacific National workplace procedures. Marshalling, therefore, requires an employee to plan and organise the efficient movement and positioning of rolling stock required to make up a train, break up a train or to load or unload a train.</p> <p>Shunting involves using the appropriate skills and knowledge required to safely move, or shunt, rolling stock in accordance with regulatory requirements and Pacific National workplace procedures. Shunting involves controlling and directing the physical movement of rolling stock and operating relevant equipment and the requirement to carry out a developed marshalling or shunting plan. Shunting may also involve the movement of vehicles in fixed signal areas in accordance with relevant safeworking rules and procedures.</p>	<p>Conduct Full Train Examination</p> <p>This job role requires the employee to undertake and complete a full and comprehensive train examination. It also includes the completion of basic maintenance associated with any defects or irregularities detected as part of the train examination.</p> <p>Train examining involves the use of skills and knowledge to conduct a full train examination in accordance with Pacific National workplace procedures and the requirements of the relevant safe working regulations and codes of practice. It includes making preparations for the examination to take place, preparing the train for examination, examining the locomotive and rolling stock, examining the loads, using hand tools for repairs, documenting results and actioning/taking appropriate corrective actions where defects and/or irregularities are detected.</p> <p>Full train examinations in this context may be undertaken in terminals or yards or may be undertaken at remote or isolated locations</p>
<p>Load lifting Forklift and Reachstacker Equipment</p> <p>This job role requires the employee to undertake the correct and safe use of specialised load lifting equipment used to load and unload trains or wagons. The employees may be required to use a range of specific equipment in use at a location.</p> <p>Loading lifting involves the use of skills and knowledge required to operate specialised load shifting equipment in accordance with Pacific National workplace requirements and with relevant regulatory requirements.</p> <p>Associated activities include planning work to be undertaken within the working environment; correctly using the controls and equipment operating systems to manage the movement of both the equipment and the load. The employee will be required to also locate the correct load and, identifying load characteristics in making any movements, move loads; securing equipment after use and completing any required reports and returns, including maintenance reports.</p>	<p>Load lifting Gantry/Straddle Equipment</p> <p>This job role requires the employee to undertake the correct and safe use of specialised load lifting equipment used to load and unload trains or wagons. The employees may be required to use a range of specific equipment in use at a location.</p> <p>Loading lifting involves the use of skills and knowledge required to operate specialised load shifting equipment in accordance with Pacific National workplace requirements and with relevant regulatory requirements.</p> <p>Associated activities include planning work to be undertaken within the working environment; correctly using the controls and equipment operating systems to manage the movement of both the equipment and the load. The employee will be required to also locate the correct load and, identifying load characteristics in making any movements, move loads; securing equipment after use and completing any required reports and returns, including maintenance reports.</p>

<p>Provide Locomotive Operational Assistance for Train Movements</p> <p>This job role provides for skilled employees to provide the required operational and associated safe working support to a locomotive driver for train movements conducted within the terminal environment or for trip train working. This job role may be described as providing second person support or support as a terminal locomotive assistant. Prerequisite job roles for this position include shunting/marshalling and examining.</p> <p>Providing operational assistance for train movements involves using appropriate skills and knowledge to assist with train operations in accordance with workplace procedures and the requirements of relevant safeworking regulations and codes of practice. The activity includes assisting with preparations for train operations, assisting with the operation of the train, assisting with provisioning tasks, and handing over or stabling the train in accordance with requirements.</p>	<p>Conduct Terminal Locomotive Operations</p> <p>This job role requires skilled employees to undertake and control terminal locomotive operations in accordance with terminal workplace procedures and the requirements of relevant safeworking regulations and codes of practice.</p> <p>This job role includes employees performing the following activities as part of their role; Conducting single person shunting operations, which may also include traditional terminal operational tasks. This job role may also involve the use of skills attained in providing locomotive assistance for train movements.</p> <p>Prerequisite job roles for this position include shunting/marshalling, examining and Providing Locomotive Operational Assistance for Train Movements</p>
<p>Steel Terminal marshalling/planning</p> <p>This job role requires employees to undertake all activities associated with both the marshalling and planning of rolling stock, including locomotives and wagons. These activities can take place within terminals, yards and/or on the mainline.</p> <p>Steel Terminal marshalling and planning involves the identification of required rollingstock types, locations and track and siding availabilities, to facilitate the operation. The employee is required to prioritise and sequence wagons in accordance with workplace procedures, in addition to developing a strategy to achieve safe and efficient loading, unloading and train consist development. This job role also involves the development of track and siding access options from the marshalling strategy and contingency plans are identified and prepared for unplanned events. Steel Terminal marshalling and planning involves the monitoring and operations of signalling equipment. Operational requirements in this job role would require the employee to document, file and distribute shunt and marshalling plans and train consists in accordance with operational requirements. Employees undertaking this job role would do so without supervision.</p>	<p>Remote Control Operation</p> <p>This job role requires employees to undertake and control terminal locomotive operations in accordance with terminal remote control operating procedures and any relevant safeworking regulations and codes of practice.</p> <p>Employees performing this job role would undertake the following activities as part of their role; conducting single person locomotive shunting operations, which may include remote control locomotive operations. Employees in this job role may also undertake traditional terminal operating tasks.</p> <p>Prerequisite job roles for this position include shunting/marshalling, examining, Providing Locomotive Operational Assistance for Train Movements and Conducting Terminal Locomotive Operations</p>

Pacific National intends to use the above career structure as the basis of its employment under the terms of this Agreement. However upon commencement of the operation of a new commercial contract, there may be a requirement to use employees who are appropriately skilled to perform specific roles, but have not performed all the prerequisite job roles as specified above.

Where this is the case, the prerequisites as specified in the job roles as outlined in clause 13.17 above will be waived on the basis that the employees will have an appropriate level of skill to perform the role.

Further, employees shall be appointed to the long term role, however they will be placed on higher duties for up to one year in order to perform particular duties whilst in transition. If the employee has not been transitioned to their permanent role by the end of one year in that role, the employee will be either appointed to the higher position or classified to their substantive position and shall perform work at that level.

14 Hours of Work

14.1 Ordinary Hours

The ordinary hours of work, for a full-time employee, are one thousand, nine hundred and seventy six (1976) hours per annum. This is equivalent of fifty-two (52) weeks at thirty-eight (38) ordinary hours per week. The annual ordinary hours are made up as follows:

- (a) One thousand, nine hundred and seventy six (1976) hours, which includes eighty-three point six (83.6) hours for eleven (11) public holidays and one hundred and ninety (190) hours of annual leave for a shiftworker; or
- (b) One thousand, nine hundred and seventy six (1976) hours, which includes seventy-six (76) hours for ten (10) public holidays and one hundred and fifty two (152) hours of annual leave for a dayworker.

- 14.2 While public holiday hours are included in the total hours outlined in sub-clauses (a) and (b) above, where an employee is rostered to work on a public holiday they are required to attend for work and undertake activities as rostered.
- 14.3 The 1976 ordinary hours of work per annum, inclusive of public holidays and annual leave, will be referred to as the annual hours of work cycle.
- 14.4 In addition to the ordinary hours specified above, employees may be required to work reasonable additional hours as provided for in this Agreement.
- 14.5 An employee may be required to work reasonable overtime for payment of overtime penalty rates with the exception of working on rostered days off (RDOs).
- 14.6 An employee may decline to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
- (a) Any risk to employee health and safety that might reasonably be expected to arise if the employee worked the additional hours;
 - (b) The employee's personal circumstances, (including any family responsibilities);
 - (c) The operational requirements of Pacific National in relation to which the employee is required or requested to work the additional hours;
 - (d) Any notice given by Pacific National of the requirement or request that the employee work the overtime;
 - (e) Any notice given by the employee of the employee's intention to refuse to work the overtime;
 - (f) Whether any of the additional hours are on a public holiday;
 - (g) The employee's hours of work over the for weeks ending immediately before the employee is required or requested to work the additional hours; and
 - (h) Any other relevant matter.

14.7 **Management of Annual Ordinary Hours**

- (a) Rosters and roster cycles will be used to spread and manage the annual ordinary hours over the annual hours of work.
- (b) Over the roster cycle, ordinary hours will be allocated to average thirty-eight hours (38) per week. Pacific National may also develop rosters in consultation with the roster development committee (or where there is no roster development committee, consultation in accordance with Clause 28) where average hours exceed 38 per week. Where this is the case, overtime payments will be made in accordance with provisions outlined in sub-clause (c) below.
- (c) **Overtime**
 - (1) Overtime is defined as:
 - (A) Total rostered hours worked in excess of the average of 38 per week over the roster cycle, referred to in 14.7 (b); or
 - (B) Hours worked in excess of those in the ordinary rostered shift length; or
 - (C) Hours worked on a RDO.
 - (2) The penalty multiplier for overtime hours is 1.5 for the first three (3) hours and then 2 thereafter, except for overtime worked on a Sunday where the penalty multiplier is 2 for all hours worked.
- (d) **Dayworkers**
 - (1) Subject to (3) below, the ordinary hours of duty for a dayworker shall be thirty-eight (38) hours per week, worked on any days, Monday to Friday between 0600 hours and 1800 hours.
 - (2) The ordinary hours may be worked as a 7.6 hour day over 20 days (4 weekly duty cycle) or 8 hour day over 19 days in a 4 weekly duty cycle, where such arrangements already apply, and may be extended by mutual agreement.

- (3) The ordinary hours may be worked within a 152 hours, 4 week cycle, subject to the Consultative Provisions in this Agreement.
- (4) The maximum number of rostered hours per shift for dayworkers shall be no more than 12 hours.
- (5) Overtime for dayworkers is time worked above the rostered hours which includes any time worked outside 0600 hours to 1800 hours, Monday to Friday unless roster is at employees request.

15 General Rostering Provisions

- 15.1 Pacific National will develop and modify rosters consistent with operational requirements.
- 15.2 Rosters will take into account Pacific National's business and commercial requirements, employee needs and occupational health and safety requirements, including fatigue management principles.
- 15.3 Rosters will be developed to include predominantly forecast working. However, to meet operational requirements, and on a limited basis, blankline working may be required.
 - (a) Rosters will be developed in accordance with operational and commercial needs and must take into account the following:
 - (1) Consultation with the employees. Employees may elect to form a rostering committee. Where formed, management will consult with the committee, as part of the consultative process. Where no committee is formed, consultation will occur in accordance with the provisions in Clause 28;
 - (2) Family, social and work commitments;
 - (3) Fatigue obligations;
 - (4) Maintenance of qualifications;
 - (5) Relevant conditions of employment;
 - (6) Duty of care obligations;
 - (7) Optimal staff productivity; and
 - (8) Fair working for the employees.

Specific roster arrangements for terminal operators and support are detailed at Attachment 1 to this Agreement.

16 Meal Breaks/Rest Breaks

- 16.1 Employees shall have a paid meal break of 30 minutes built into the working arrangements for that shift. Meal breaks shall be scheduled or taken at such times that will not unnecessarily interfere with the efficient running of the terminal business. Ordinarily, meal breaks shall be scheduled in a time frame that is 90 minutes either side of the halfway point of each shift.
- 16.2 When two (2) qualified operators are rostered on trains travelling on the mainline, meals will be taken during train running. For all other train crew configurations, meal breaks are to be taken in accordance with sub clause 16.3 below
- 16.3 Where practical and safe and directed by Pacific National, employees will take meal breaks in the cab of a locomotive, otherwise employees will take meal breaks in a designated meal room as determined by Pacific National.
- 16.4 Where employees are required to work shifts in excess of ten (10) hours duration, the employee shall be entitled to an additional ten (10) minute paid rest break to be taken at a time that will not unnecessarily interfere with the efficient running of the terminal business.

17 Remuneration

- 17.1 Base remuneration for each Classification level in the Terminal Operations stream and the Support stream are outlined in the tables below:

Operations Stream - Table Of Base Remuneration Per Annum

Classification Level	1	3	4	7	9	10
Base Remuneration	\$34,969	\$38,226	\$39,615	\$42,819	\$45,811	\$47,308

Classification Level	11	12	13	15	18	19
Base Remuneration	\$48,650	\$50,581	\$52,044	\$53,914	\$58,938	\$62,868

17.2 Composition of Total Remuneration

Total remuneration is made up of Base Remuneration plus Aggregate Penalties (where applicable) plus Aggregate Allowances (where applicable), as detailed below.

(a) **Base Remuneration**

Base remuneration for each level and division of the operations classification structure is detailed in the table provided at clause 17.1 of this Agreement.

(b) **Aggregate Penalties**

- (1) Aggregate penalties are provided to compensate employees for:
 - (A) working shiftwork and weekends;
 - (B) annual leave loading
- (2) Aggregate penalties are usually calculated for a whole forecast Master Roster. Employees rotate through lines on Master Rosters without altering the APM. Where an employee works under a Master Roster that contains only one line, APM is calculated on the individual's Master Roster.
- (3) Aggregate penalties are determined by calculating an Aggregate Penalty Multiplier (APM) from the available shift and rostering information, ie. the time worked on weekends and/or night/afternoon shifts.

(4) **Application of APM**

(A) **Terminal Operators**

- (i) APM will be calculated on the basis of all the planned working shown on the roster, in accordance with the provisions contained within sub-clause (5) below.
- (ii) The resultant APM factor will be applied to the Base Remuneration for each employee resulting in an annual quantum of APM. The resultant quantum of APM will be paid in equal instalments each pay period. APM is not applied to payments for overtime.
- (iii) At each change of roster(s) the APM will be reworked to reflect the hours worked

(5) **Calculating APM**

The following formula is used to calculate the applicable APM based on the roster:

Data required to Calculate an Aggregate Penalty Multiplier			
Base Data	Column A Actual number of hours in roster cycle	Shift Multipliers	Column B Hour Equivalents
↓	↓	↓	↓
Day Shift Hours See Note 1	<i>Insert No. of Hours</i>	1.00	<i>Multiply No. of Hours by Shift Multiplier</i>
Afternoon/Night Shift Hours See Note 2	<i>Insert No. of Hours</i>	1.18	<i>Multiply No. of Hours by Shift Multiplier</i>
Saturday Shift Hours	<i>Insert No. of Hours</i>	1.50	<i>Multiply No. of Hours by Shift Multiplier</i>
Sunday Shift Hours	<i>Insert No. of Hours</i>	2.00	<i>Multiply No. of Hours by Shift Multiplier</i>
Sub Totals			

Note 1 : Day shift hours fall within the span 0600 hrs to 1800 hrs.

Note 2 : Afternoon and Night Shifts fall within the span 1800 hrs to 0600 hrs.

To calculate the APM use the following :

Part A

- Step 1 Take the total in Column A away from the total in Column B.
- Step 2 Divide the number calculated in Step 1 by the total in Column A.
- Step 3 Multiply the number calculated in Step 2 by 0.9.

Part B

- Step 4 For annual leave loading, add 0.019 for a shiftworker or 0.013 for a dayworker.

- (6) Where an APM is calculated and applied across a whole roster, based on the planned or forecast working, and the planned or forecast working on the roster changes to the extent that the calculated APM is no longer relevant, a revised APM will be calculated and applied based on the revised work plan or roster arrangements.

(c) **Aggregate Allowance**

- (1) The Aggregate Allowance is intended to cover all allowances applicable to roles in the Operations stream, unless specifically provided for elsewhere in this Agreement. In particular, the Aggregate Allowance incorporates any Heat Allowance that may otherwise apply.
- (2) Aggregate Allowances are calculated as a percentage of the rate \$39,291, which will be adjusted by this and future Enterprise Agreement remuneration increases. For the classifications covered by this Agreement, the allowance is 2.75% of this rate.

17.3 Wage/Salary Payments

- (a) Wage/salary payments will be made by Electronic Funds Transfer (EFT) on a fortnightly basis in arrears.

Fortnightly payments are based on averaging the annual ordinary hours on a fortnightly basis and making payment of one twenty-sixth of annual ordinary time pay each fortnight (notionally seventy-six (76) hours per fortnight), excluding overtime. Where payment for overtime is due, it will be paid in the following pay period.

- (b) Where penalty payments are due, these will be made by Electronic Funds Transfer (EFT) on a fortnightly basis in arrears.
- (c) Where employment is terminated, the final payout for hours worked will be calculated on the basis of reconciling the completed hours worked with the notional hours paid.

17.4 Remuneration Increases

The base remuneration outlined in the tables in sub-clauses 17.1(a) and 17.1(b) and the rate outlined in sub-clause 17.2(c)(2) will be increased in the following manner:

Operative Date	Percentage Increase
From the beginning of the first duty cycle on or after lodgement of the Agreement.	4 %
From the first pay period commencing on or after the 30 th June 2007.	5 %
From the first pay period commencing on or after the 30 th of June 2008.	5 %
From the first pay period commencing on or after 30 June 2009.	The increase applied in 2009 shall be the same as the quantum applied to those employees covered by Pacific National Intermodal Division Terminal Operators Enterprise Agreement
From the first pay period commencing on or after 30 June 2010.	The increase applied in 2010 shall be the same as the quantum applied to those employees covered by Pacific National Intermodal Division Terminal Operators Enterprise Agreement

18 Stand Down

- 18.1 Pacific National may stand down employees without pay for any time during which they cannot usefully be employed in their normal role because of any cause for which Pacific National cannot reasonably be held responsible.
- 18.2 The employee, and if the employee so chooses, a representative which can include the Union, must receive written notice outlining the date on which the stand down is to commence, the reasons for the stand down and the expected duration of the stand down. This advice is to be provided at least two days prior to the stand down commencing.
- 18.3 As soon as practicable, and prior to the stand down commencing, Pacific National will consult with the affected employees, and if the employee(s) so chooses, their representative, which may include their union, about the reason for the stand down, the identify of the employees affected and the likely duration of the stand down. In this regard, the performance of such useful work as training and re-accreditations and any other work shall be discussed.
- 18.4 Employees who are stood down under this provision shall be treated for all purposes (other than payment) as having continuity of employment.
- 18.5 Any employee stood down in accordance with this clause may, at any time during the stand down, terminate their employment without notice and shall be entitled to receive, as soon as possible, any payments to which they are entitled up to the time of the termination.
- 18.6 Any employee who terminates their employment in accordance with subclause 18.5 above, shall for all purposes (other than payment in lieu of notice) be treated as if their employment had been terminated without default of the employee.
- 18.7 Any employee who is stood down in accordance with this clause shall be at liberty to take other employment and, in the event of doing so, it shall be a reasonable excuse for not reporting for duty after being notified to attend for work by Pacific National that the employee has to work out a period of notice with the employer.

- 18.8 An employee who is stood down in accordance with this clause may elect to take leave or other time owed by Pacific National.
- 18.9 Notwithstanding any other provision of this clause, Pacific National shall not be entitled to deduct any payment for any public holiday, which occurs during a period of stand down.
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19 Salary Sacrifice

- 19.1 Salary sacrifice is available for employee contributions into a superannuation fund of their choice (subject to the rules of the fund to which the contribution is to be made) and also for salary continuance insurance.
- 19.2 Pacific National places no limitation on the quantum of pre-taxable wage or salary that an employee may elect to salary sacrifice under this clause. The employee making the salary sacrifice is accountable for ensuring that they comply with any requirements imposed by the Australian Taxation Office or any relevant legislation.
- 19.3 The employee will bear the cost of any tax or surcharge resulting from contributions under this clause. Pacific National will not pay additional employer superannuation contributions as a result of a decision of an employee to make an election under this clause.
- 19.4 Pacific National will not be liable:
- (a) If the law or the view of the Australian Taxation Office in relation to salary sacrifice changes;
 - (b) For financial advice to employees in relation to salary sacrifice arrangements; and
 - (c) For any costs or losses associated with salary sacrifice arrangements.
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20 Superannuation

- 20.1 For employees who were employed by FreightCorp immediately prior to the commencement of their employment with Pacific National:
- (a) Pacific National shall continue to be a participating member of the following funds:
 - (1) State Authorities Superannuation Scheme;
 - (2) First State Super;
 - (3) State Superannuation Scheme; or
 - (4) State Authorities Non Compulsory Superannuation Scheme.
- 20.2 For all other employees, Pacific National will continue to be a participating member of AustralianSuper (previously known as Superannuation Trust of Australia (STA)). Pacific National will provide superannuation benefits as required by law by making payments to AustralianSuper or to another complying fund nominated by the employee.
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21 Uniforms, Protective Clothing and Equipment

- 21.1 Pacific National will provide employees in operational roles with uniforms, and where required, protective clothing or equipment.
- 21.2 Where a uniform, protective clothing or equipment is provided, it must be correctly worn and utilised while the employee is on duty.
- 21.3 Employees will take reasonable care of uniforms, protective clothing and equipment which will remain, at all times the property of Pacific National. Worn or defective items of uniform, protective clothing or equipment must be reported to the applicable supervising office.
- 21.4 Pacific National will replace uniforms, protective clothing and equipment on a "fair wear and tear" basis.
- 21.5 If Pacific National intends to make significant changes to uniforms and/or protective clothing and equipment, it will undertake consultation in accordance with the provisions outlined in Clause 28 of this Agreement.

22 Disciplinary Measures

- 22.1 Disciplinary measures are implemented within the context of an overall performance management approach. Employees will at all times be accorded procedural fairness.
- 22.2 Before implementing disciplinary measures, Pacific National will;
- (a) Gather and analyse any material relevant to the performance issue subject to the disciplinary measures;
 - (b) Advise the employee of the allegation(s) of inappropriate performance or behaviour; and
 - (c) Provide the employee with an opportunity to respond to any allegation(s).
- 22.3 In implementing disciplinary action, Pacific National may:
- (a) issue a verbal or written caution, warning or reprimand; and/or
 - (b) impose a temporary reduction in position, rank or classification level and/or pay (for a period of up to twelve months). When this option is implemented, the employee will be required to undertake work activities in accordance with the classification level to which they have been regressed; and/or
 - (c) Suspend an employee from duty without pay; or
 - (d) Dismiss an employee.
- 22.4 Employees involved in an operational incident or serious misconduct may be suspended from duty with pay or may be assigned alternate duties within their skills, competency and training until the matter has been investigated and a decision has been made about returning to normal work or implementing disciplinary action or both.
- 22.5 Any employee who has a grievance in relation to the application of this clause shall follow the Resolution of Disputes process outlined in Clause 28 of this Agreement.

23 Termination of Employment

- 23.1 Pacific National will not terminate an employee's employment (other than a probationary, fixed term or a casual employee) unless:
- (a) the employee has been given the period of notice required by this clause; or
 - (b) the employee is guilty of serious misconduct.
- 23.2 The required period of notice will be:

Employee's continuous service with Pacific National	Period of Notice
1 year or less	1 week
More than 1 year and up to 3 years	2 weeks
More than 3 years and up to 5 years	3 weeks
More than 5 years	4 weeks

Where an employee is over 45 years of age, a further 1 week's notice will be provided.

- 23.3 Upon termination of employment an employee must return all Pacific National property.
- 23.4 Employees are required to provide Pacific National with written notice of their intention to resign or leave their employment. The amount of notice required to be given by an employee shall be the same as that required of Pacific National, except that there is no additional notice based on the age of the employee concerned.
- 23.5 The requirement for notice may be waived, in total or in part, by Pacific National where there are extenuating circumstances. This requirement will not be waived where the reason for terminating employment is to commence employment elsewhere.

- 23.6 Payment in lieu of notice will be made if the appropriate notice period is not given. Pacific National may require all or part of the period of notice to be worked out with any remainder to be paid out.
- 23.7 Where payment in lieu of notice is made, payment will be made at the rate the employee would have received if they had worked out the notice period.
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24 Abandonment of Employment

- 24.1 Where an employee is absent from duty without authorisation or without giving proper notice for a continuous period of more than five rostered days, the employee will be regarded, prima-facie, as having abandoned their employment with Pacific National.
- 24.2 Prior to confirming that an employee's employment has been terminated under this provision, Pacific National will write to the employee's last known address. In the correspondence, Pacific National will outline that it will consider the employee's employment terminated unless the employee provides a satisfactory explanation for their absences within five working days of the date of the letter.
- 24.3 Pacific National will confirm that the employee's employment has terminated with effect from the date of the last attendance at work or the date of the last day's absence with respect to any approved leave or the date of the last absence in respect of which notification was given by the employee.
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25 Redundancy

- 25.1 A redundancy occurs in a circumstance where Pacific National decides that it no longer requires the job that an employee has been doing to be done by anyone and there is no suitable alternative employment for the employee. A redundancy is not triggered by the ordinary and customary turnover of labour, eg, where an employee resigns or is dismissed and a subsequent decision is made that the job is no longer required and will not be filled.
- 25.2 Where Pacific National decides that it no longer requires the job an employee has been doing to be done by anyone, Pacific National:
- (a) Shall undertake consultation, as outlined in clause 28 of this Agreement;
 - (b) Shall explore opportunities for suitable alternative employment;
 - (c) May call for expressions of interest in suitable alternative employment and/or voluntary redundancy, where appropriate, from other employees.
 - (d) Notwithstanding that it might call for expressions of interest or explore options for suitable alternative employment or for voluntary redundancy, Pacific National has the right to accept or reject expressions of interest from individual employees. Any expression of interest from an employee for voluntary redundancy will be used as one of the elements considered and assessed in conjunction with the broader selection criteria outlined in subclause 25.3 below; and
 - (e) May make offers to employees for suitable alternative employment, voluntary redundancy and/or initiate involuntary redundancy, as appropriate, following consideration of all of the criteria outlined in sub-clause 25.3 below.
- 25.3 Where it is necessary to apply redundancies to a number of employees within a larger group, selections will be made by Pacific National having regard to the following selection criteria:
- (a) Pacific National's need for competencies;
 - (b) Employee qualifications;
 - (c) Employee past work performance and experience;
 - (d) An employee's suitability for Pacific National's future needs; and
 - (e) Any expression of interest for voluntary redundancy.

- 25.4 Severance payments are payable upon termination on account of redundancy and are in addition to:
- (a) notice or payment in lieu of notice; and
 - (b) payment for any accrued but untaken leave or days in lieu which are payable on termination.
- 25.5 Severance payments shall be calculated on the employee's base remuneration at the time of termination and shall be paid on a pro rata basis for part years of service.

The rate of payment is four week's pay per year of service up to a maximum of eighty weeks, calculated on the base remuneration. To avoid doubt, an employee's prior service includes any previous continuous service with FreightCorp or National Rail Corporation. With respect to previous continuous service with FreightCorp, this includes prior continuous service with NSW Government Agencies.

26 Leave

26.1 Annual Leave

- (a) Annual leave is accrued for each completed 4-week period of continuous service.
- (b) A full time shiftworker will receive an annual entitlement of one hundred and ninety (190) hours which is the equivalent of five (5) calendar weeks at 7.6 hrs per day of Annual Leave.
- (c) A full time dayworker will receive an annual entitlement of one hundred and fifty two (152) hours, the equivalent of four (4) calendar weeks at 7.6 hrs per day of Annual Leave
- (d) Annual leave loading is included in the aggregate penalty payment (APM).
- (e) The taking of all annual leave is subject to operational requirements and subject to approval by Pacific National.
- (f) Annual leave is normally taken in blocks of 38 hours or more. Employees may request to take leave in less than 38 hour blocks. Any such request is subject to approval by Pacific National.
- (g) When annual leave is taken in 3 week blocks or less, it will be deducted from the employee's accrual at the actual rostered hours. Annual leave taken at more than 3 weeks will be deducted at 38 hours per week from the employees accrual.
- (h) Where single day annual leave is approved, leave will be debited at rostered hours.
- (i) Where a public holiday falls during a period of annual leave, Pacific National will credit the employee with hours, based on the employees rostered hours for that shift, except dayworkers on Easter Saturday.
- (j) Leave should be taken as accrued, i.e., it should not be accumulated indefinitely. Where employees have accrued in excess of 266 hours, Pacific National may develop leave rosters to clear annual leave for this to happen and employees must take leave in accordance with leave rosters.
- (k) Where an employee believes that special circumstances exist, they may apply to their manager to defer the taking of their annual leave for up to twelve (12) months. Applications to defer annual leave should be submitted to the relevant manager. Approval to defer the taking of annual leave by Pacific National is subject to the operational needs of the business.
- (l) Subject to sub-clause (e) above, the entitlement to annual leave accrues from year to year.
- (m) Payment of accrued leave upon termination of employment will be made at the Aggregate Remuneration rate.
- (n) Payment for annual leave will be made at the Aggregate Remuneration rate. Because the Aggregate Penalty Multiplier (APM) detailed in Clause 17.2 (b) of this Agreement is discounted to account for one hundred and ninety (190) hours of annual leave an employee will receive the same aggregate penalty payments when taking their annual leave as they would had they attended for duty.

- (o) The parties acknowledge that if in a particular respect The Standard provides a more favorable outcome for employees that the entitlements in this clause, then The Standard applies.

26.2 Public Holidays

- (a) Due to the nature of the work performed in Pacific National, being a business that operates 24 hours per day, 365 days per year, employees can be required to work on public holidays in accordance with their respective roster

- (b) **Provisions for Dayworkers**

- (1) Dayworkers shall be entitled to the following public holidays off work without loss of pay:

New Year's Day; Good Friday; Easter Monday; Christmas Day; Boxing Day; Australia Day; Anzac Day; Queen's Birthday and Eight Hours' Day (Labour Day); and one (1) other day prescribed by the relevant State or Territory, eg. Melbourne Cup Day in Victoria; Adelaide Cup Day in South Australia; a day in lieu of the Bank Holiday to be applied on 31 December in NSW.

- (2) **Substitution**

- (A) Where Christmas Day and/or Boxing Day falls on a Saturday or Sunday, then the next Monday and/or Tuesday following the Saturday/Sunday shall be substituted as the public holiday.
 - (B) Where Anzac Day; Australia Day; or New Years Day fall on a Saturday or Sunday then the Monday following that Saturday or Sunday shall be substituted as the public holiday.
 - (C) Where the holiday specified for 31 December in NSW falls on a weekend, then the previous Friday shall be substituted as the public holiday

- (3) **Payment for Working on a Public Holiday**

Where a dayworker is rostered to work on a public holiday and actually works, they shall receive their normal pay plus an additional payment at the rate of 150% of their normal base hourly rate for all hours worked on the public holiday.

- (c) **Provisions for Shiftworkers**

- (1) Shiftworkers have compensation included in their annual cycle of hours, ie 1976 hours for the following public holidays:

New Year's Day; Good Friday; Easter Saturday; Easter Monday; Christmas Day; Boxing Day; Australia Day; Anzac Day; Queen's Birthday and Eight Hours' Day (Labour Day); and one (1) other day prescribed by the relevant State or Territory, eg. Melbourne Cup Day in Victoria; Adelaide Cup Day in South Australia; and a day in lieu of the Bank Holiday to be applied on 31 December in NSW.

- (2) **Substitution**

There is no substitution of public holidays for shiftworkers. The public holiday will be the actual day on which it falls. For example if Christmas Day falls on a Sunday, then Sunday will be the public holiday. This is irrespective of any substitution made for dayworkers or any changes made as a consequence of Government gazettal notices.

- (3) **Payment for Working on a Public Holiday**

- (A) Where a shiftworker is rostered to work on a public holiday and actually works, they shall receive their normal pay plus an additional payment at the rate of 150% of their normal base hourly rate for all hours worked on the public holiday;
 - (B) Where a shiftworker is not rostered to work on a public holiday but is required to work by Pacific National, all hours worked will be paid at normal overtime rates, as prescribed in this Agreement.

(4) **An Employee takes a Rostered Day Off (RDO) on a Public Holiday**

The employee shall, at their discretion, elect to receive either:

- (A) An additional payment of seven point six (7.6) hours pay at base Remuneration; or
 - (B) A day off in lieu (DIL). Where specifically approved by Pacific National, a DIL will be provided (Subject to operational requirements). Any DIL that is not cleared by 30 June each year will be paid out at Aggregate Remuneration.
 - (C) Where a Shiftworker is not rostered to work on a public holiday but is required to work by Pacific National, in addition to 26.2(c)(4)(A) or 27.2(c)(4)(B), all hours worked will be paid at overtime rates, as prescribed in this Agreement.
- (5) Where an employee is rostered to work on a public holiday, but is not required by Pacific National to work for that shift, they will have the day off work without loss of ordinary pay.
- (d) For the sake of clarity, the base remuneration for each classification comprehends circumstances where an employee is rostered off duty or not required to work on any of the abovementioned public holidays.

26.3 **Personal / Carer's Leave (previously Sick Leave)**

General provisions

- (a) Employees have a defined entitlement to paid personal / carer's leave in circumstances where they cannot attend for work, as rostered, due to genuine personal illness or injury.
- (b) The quantum of personal / carer's leave entitlement for a permanent full-time employee is one-hundred and fourteen (114) hours per annum, which is credited to the employee at the rate of four point three eight (4.38) hours per fortnight worked. Any untaken leave will accumulate from year to year, without limit.
- (c) All payments for personal / carer's leave will be based on the following:
 - (1) Aggregate Remuneration for up to seventy-six (76) hours per annum.
 - (2) Aggregate Remuneration for continuous blocks of personal / carer's leave of seventy-six (76) hours or more.
 - (3) Base remuneration only for any other personal / carer's leave.
- (d) Personal / carer's leave deductions will be made in accordance with the rostered hours.
- (e) Where an employee has been acting in a classification level higher than their appointed classification level for a period of six (6) months or more within a twelve (12) month period, personal / carer's leave payment will be calculated at the higher rate.
- (f) **Accessing Sick Leave for Family Care**

Employees may access up to seventy six (76) hours of their personal / carer's leave each calendar year in order to provide short term assistance to ill members of their immediate family, where the family member requires their direct support and/or care. The immediate family includes the employee's spouse, as well as the child, parent, grandparent, grandchild or sibling of the employee or their spouse.
- (g) **Employee to provide notice of absence**

Employees are expected to report all personal / carer's leave absences to their manager/supervisor as early as possible and prior to the commencement of their shift where reasonably practicable.
- (h) **Medical certificates**
 - (1) Where personal / carer's leave:
 - (A) Exceeds three (3) working days; or
 - (B) Is taken on any public holiday on which they were rostered for work;

a medical certificate from a registered health practitioner will be provided where it is reasonably practicable to do so. If it is not reasonably practicable for the employee to provide a medical certificate, a statutory declaration made by the employee will be provided.

- (2) If a manager doubts whether absences are due to genuine illness or injury, employees may be required to provide medical certificates for every personal / carer's leave absence within a defined period of up to twelve (12) months.
- (3) If the employee does not return to work after the expiry date of a medical certificate, another medical certificate is required.

(i) **Sickness while on Annual or Long Service Leave**

- (1) If an employee becomes ill while on annual leave or long service leave, personal / carers leave may be approved and annual leave or long service leave re-credited in the following circumstances:
 - (A) Where the illness extends more than seven (7) calendar days and;
 - (B) The employee has contacted their manager within three (3) days of becoming sick and;
 - (C) The illness is supported by a medical certificate.

This provision only applies for illness. It does not apply to injuries sustained on annual leave or long service leave.

(j) **Medical examinations in respect of personal / carer's leave**

If considered necessary by Pacific National, an employee will be required to attend a medical examination by a medical practitioner nominated by Pacific National, in respect of the illness or injury. Pacific National will meet the cost of the consultation and any approved travelling costs.

(k) **Sick Leave Pending Worker's Compensation.**

Employees may access accumulated personal / carer's leave whilst a claim for worker's compensation is being considered. Where the claim for worker's compensation is accepted, personal / carer's leave hours will be re-credited.

(l) **Medical Retirement**

Where an employee has no reasonable prospect of returning to perform the job role they are appointed to, owing to the nature of their illness or injury, Pacific National will examine opportunities for reclassification to an alternate position or may initiate action to terminate the employee's employment contract. The employee shall submit a claim for disability retirement to the relevant superannuation fund immediately upon becoming eligible to submit such a claim.

Where medical retirement is progressed, employees take their accumulated personal / carer's leave entitlement before the medical retirement takes effect. Personal / carer's leave does not accrue from the date the medical retirement is approved. This provision does not apply to employees on worker's compensation, as they are not entitled to take accumulated personal / carer's leave before medical retirement.

26.4 **Unpaid Carer's Leave**

- (a) The entitlement to Unpaid Carer's Leave will be in accordance with The Standard in the Workplace Relations Act 1996.
- (b) An employee (including a casual employee) is entitled to a period of up to two days unpaid carer's leave for each occasion when a member of the employee's immediate family, or a member of the employee's household required care or support during such a period because of:
 - (1) A personal illness, or injury, of the member; or
 - (2) An unexpected emergency affecting the member.
- (c) Unpaid carer's leave may be taken in a single unbroken period of up to two days or in any separate periods as agreed between the employee and Pacific National.

- (d) An employee is only entitled to Unpaid Carer's Leave if the appropriate documentation and notice is provided as outlined in The Standard.
- (e) Unpaid Carer's Leave is only available where an employee has exhausted their entitlement to paid Carer's leave or, as with a casual employee, has no entitlement to paid Carer's leave.
- (f) Notice of the taking of Unpaid Carer's Leave is expected to be given to Pacific National prior to the commencement of the employee's shift, but where this is not possible, as early as is reasonably practicable to do so.
- (g) If the care or support required is because of a personal illness, or injury, a medical certificate from a registered health practitioner will be provided by the employee where it is reasonably practicable to do so. If it is not reasonably practicable for the employee to provide a medical certificate, a statutory declaration made by the employee will be provided which includes a statement to the effect that the employee requires (or required) leave during the period to provide care or support to the member of their household because the member requires (or required) care or support during the period because of
 - (1) A personal illness, or injury, of the member; or
 - (2) An unexpected emergency affecting the member.

26.5 Long Service Leave

- (a) Subject to sub clause 26.5(g) below, employees will be entitled to four hundred and fifty-six (456) hours, equivalent to twelve (12) weeks of paid long service leave, following a period of ten years continuous employment.
- (b) Subject to sub-clause 26.5(g) below, for each year of additional service above ten years, long service leave will accrue at the rate of fifty (50) hours of leave per year of service thereafter.
- (c) An employee may elect to receive a cash payment in-lieu of taking long service leave, subject to agreement by Pacific National. The cashing out of long service leave is subject to the employee retaining a bank of at least one hundred and fifty-two (152) hours long service leave to be taken for recreational purposes.
- (d) In the event of a termination for reason of sickness or injury but not for reasons of misconduct or disciplinary action, any pro-rata long service leave for service at or in excess of five years service only will be paid out. For terminations in other circumstances, an employee may make application for payment of pro-rata long service leave to the General Manager, Intermodal who will consider the application on its merits.
- (e) Employees will apply for long service leave or Pacific National will roster long service leave on the basis of the number of calendar days to be taken. Applications to take long service leave must be made at least three months prior to the expected commencement date for approval by the relevant manager. Subject to mutual agreement between an employee and their manager, this period of notice may be reduced.

Pacific National will not unreasonably withhold approval of long service leave. Where more than one application to take long service leave are received at a location for the same time period, consideration and approval, will be treated on a "first in first served" basis, where operational difficulties do not provide for all employees to take leave at the same time.

- (f) Long service leave will be paid at base remuneration.
- (g) **Special provisions for some former National Rail employees**
 These provisions relate to employees who were former National Rail employees and who were employed by Pacific National (ACT) as at 27 February, 2004, and who have had continuous service with Pacific National since that date. For these employees the long service leave outlined in clause 26.5(a) and 26.5(b) will be paid at the Aggregate Remuneration rate.
- (h) **Special provisions for some former FreightCorp employees**
 These provisions relate to employees who were employed by FreightCorp as at 21 February 2002 and who have had continuous service since that date with Pacific National. These employees have the following entitlement to long service leave in place

of the provisions outlined in clause 26.5(a) and 26.5(b) above:

- (1) Two calendar months of paid leave after ten years service;
 - (2) Fifteen calendar days leave for each additional year of service beyond ten years.
 - (3) All public holidays, book-of days and weekends are considered part of the leave and are not paid separately.
 - (4) Long Service Leave for these employees is paid at base remuneration.
- (i) Other than as provided for in this Agreement and for the avoidance of doubt, this clause 26.5 shall operate to the total exclusion of ANY other state or territory legislation or provision of an industrial instrument purporting to deal with an employee's entitlement, accrual or process to long service leave.

26.6 **Trauma Leave**

Where an employee is directly involved in a fatal or serious accident or event defined as a "critical incident" and the employee is not themselves physically injured in the accident or event, they will be provide with two (2) days paid trauma leave to attend compulsory medical or other counselling. The employee will be given a choice of approved practitioners and / or counsellors. Trauma leave will be paid at base remuneration plus aggregate.

26.7 **Compassionate Leave**

(a) **Standard Provisions**

- (1) Compassionate Leave, as described in The Standard, means paid leave taken by an employee:
 - (A) For the purposes of spending time with a person who
 - (i) Is a member of the employee's immediate family or a member of the employee's household; and
 - (ii) Has a personal illness, or injury that poses a serious threat to his or her life; or
 - (B) After the death of a member of the employee's immediate family or a member of the employee's household.
- (2) Paid leave of two (2) calendar days will be provided to allow an employee for each permissible occasion, as prescribed in The Standard, when a member of the employee's immediate family (as defined in The Standard) or a member of the employee's household;
 - (A) Contracts 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
 - (C) Dies.
- (3) A family member is defined as:
 - (A) A spouse or de facto spouse or partner or former spouse;
 - (B) A child, including foster, step or adopted children of either the employee or their spouse;
 - (C) A parent, including foster parent or legal guardian of either the employee or their spouse;
 - (D) A grandparent or grandchildren of either the employee or their spouse;
 - (E) Brothers and sisters, of either the employee or their spouse.
- (4) When making application for Compassionate leave, the employee must provide evidence of the illness or injury and their family relationship with the deceased.
- (5) Compassionate leave is paid at the base remuneration plus aggregate penalty and APM.

- (6) Compassionate leave may be taken in a single unbroken period of two days, or two separate periods of one day each or any separate periods as agreed between the employee and employer.
- (7) An employee who is entitled to a period of compassionate leave because of a member of the employee's immediate family or a member of the employee's household has contracted or developed a personal illness, or sustained a personal injury, is entitled to start to take the compassionate leave at any time while the illness or injury persists.

(b) **Special Provision**

- (1) Paid leave of up to five (5) calendar days will be provided where bereavement involves the employee's spouse or involves a child of the employee, including foster, step or adopted children.
- (2) The parties acknowledge that if in a particular respect The Standard provides a more favorable outcome for employees than the entitlements in this clause, then The Standard applies.

26.8 Parental Leave

- (a) The following parental leave is provided to employees who have at least twelve (12) months continuous service:

(1) **Maternity Leave**

- (A) A maximum of fifty-two (52) week's leave. Six (6) weeks paid leave and forty-six (46) week's unpaid leave. Where paid forms of leave, ie. Annual Leave, Long Service Leave, are taken in conjunction with Maternity Leave, the total duration of leave cannot exceed fifty-two (52) weeks.
- (B) An employee who resumes duty following maternity leave will be eligible for a special payment, that in total, is equivalent of up to two hundred and ten (210) hours pay at base remuneration. This Payment will be paid in fortnightly instalments of nineteen (19) hours for each full fortnight worked on resumption from maternity leave. Payment will be made at the base remuneration.

(2) **Paternity Leave**

- (A) A maximum of fifty-two (52) week leave. One (1) week paid leave and fifty-one (51) weeks unpaid leave. Where paid forms of leave, ie. Annual leave, Long Service Leave, are taken in conjunction with Paternity Leave, the total duration of leave cannot exceed fifty-two (52) weeks.
- (B) This leave is subject to the employee providing a statutory declaration stating:
 - (i) They are taking the Paternity leave to become the primary care-giver of a child;
 - (ii) Particulars of any period of Maternity leave taken by their spouse; and
 - (iii) That during the period of leave being sought, they will not engage in any conduct that breaches or is inconsistent with their contract of employment with Pacific National.

(3) **Adoption Leave**

- (A) A maximum of fifty-two (52) weeks unpaid leave. Where paid forms of leave, ie. Annual leave, Long Service Leave, are taken in conjunction with Adoption Leave, the total duration of leave cannot exceed fifty-two (52) weeks.
- (B) This leave is subject to the employee providing a statutory declaration stating:
 - (i) They are taking the Adoption leave to become the primary care-giver of an adopted child;

- (ii) Particulars of any period of Adoption leave taken by their spouse; and
 - (iii) That during the period of leave being sought, they will not engage in any conduct that breaches or is inconsistent with their contract of employment with Pacific National.
- (b) Parental leave is paid at base remuneration.
 - (c) The parties acknowledge that if in a particular respect The Standard provides a more favorable outcome for employees that the entitlements in this clause, then The Standard applies.

26.9 **Jury Service**

- (a) Employees called for jury duty will be provided leave for the period of their attendance.
- (b) Payment for leave for jury service will be made at the Aggregate remuneration rate. Employees must reimburse Pacific National any monies, except for incidental payments for meals or travel, paid by the Sheriff's office, Court or other organization for their attendance for jury service.

26.10 **Military Duties and Community Services**

- (a) Pacific National will provide unpaid leave for defence force reservists in accordance with its obligations outlined in the Defence Reserve Service (Protection) Act, 2001.
- (b) Paid leave, at base remuneration, for emergency work as part of the SES or fire brigade may be approved, in accordance with prevailing policy.

27 **Home Base And Sign-On/Sign-Off Provisions**

- 27.1 Upon commencing employment, an employee shall be allocated to a home base. A home base is a geographic location, eg. a town, or a major facility (eg. a depot or terminal). At a home base a specific location may be nominated by Pacific National as a sign on/sign off point at which the employee shall normally commence and finish a shift.
- 27.2 For the purposes of this clause the home base for employees at the time of the lodgement of this agreement shall be that location, depot, terminal or office where they generally commence and finish work.
- 27.3 Sign on and sign off points within a home base or away from a home base may be varied by Pacific National following consultation with the affected employees.
- (a) Each sign on / sign off point must contain the following:
 - (1) Secure car parking, if required overnight
 - (2) Amenities including equipped meal room and toilet
 - (3) Communications
 - (b) **Payment for excess traveling time**
 Where an employee is required to sign-on or sign-off outside their home base, payment for excess travelling time may apply.

 Payments for excess travelling time will apply where the time taken by the employee to travel to the sign-on/sign-off point exceeds by more than fifteen (15) minutes the usual commute time from the employee's residence to the usual home base. Where this is the case, the employee will be paid the excess travelling time for the whole of the time travelling calculated in blocks of ten (10) minutes (eg, 18 minutes of time travelling will be paid at 20 minutes). Payment for excess travelling time will be made at base remuneration.
 - (c) **Payment for use of employees own motor vehicle**
 Where an employee uses his/her own vehicle to travel to another sign on/sign off point, the employee shall be reimbursed for additional expense associated with any extra distance from the employee's usual residence to their usual home base (eg. usual commute 7 kilometres, commute to new sign-on/sign-off point 12 kilometres – reimbursement for 5 kilometres extra distance). In the case of a motor vehicle the cost

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

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

- (d) Where an employee finishes work at a location that is different to the sign-on location, Pacific National must provide transport back to the sign-on point, unless otherwise agreed. In these circumstances, actual sign-off will be on the return to the sign-on location and shall be within the shift length.
- (e) It is an employee's responsibility to convey themselves to their designated sign-on point. However, with respect to sign-on/sign-off point outside the usual home base, in cases where, because of genuine hardship, employees are unable to transport themselves to a sign-on point, Pacific National will provide transport to the sign-on point at no cost to the employee. Genuine hardship may include personal commitments such as family responsibilities.
- (f) Roster officers will apply their best endeavours to minimise the impact of employees' entitlement to intervals between shifts where excess travelling time is a factor. Excess travelling time, as described in sub-clause (c) above, shall be included in an employee's fatigue scoring.

28 Consultation

28.1 Preamble

For the purposes of this Agreement, consultation will be defined as follows:

- (a) A procedure instituted to provide greater participation by employees in the formulation and implementation of changes;
- (b) Consultation is aimed at getting employees to suggest or respond to proposals put forward by Pacific National. It provides an opportunity to share points of view or state objections.

28.2 Pacific National will consult with its employee(s) or if the employee(s) so chooses, their representative, where implementation of significant change is being considered. The consultative provisions are directed toward the development of an atmosphere of inclusion, involvement and mutual trust, particularly between Pacific National and its employees.

28.3 Consultation will take place with affected employees, or if the employee(s) so chooses, a representative, which may include a union, at two levels, being:

- (a) at a local workplace level, where changes are not expected to have a broader organisational impact; or
- (b) At an organisational level where changes are being proposed that will impact generally across the organisation or across a significant number of workplaces within a Division and/or function.

28.4 Scope of Consultation

- (a) Pacific National will consult with affected employees, or if the employee(s) so chooses, a representative, which may include a union, where the implementation of change will have a significant impact on the employees. Examples of changes that would fall within the scope of consultation are proposals that may result in fewer positions at a location; changes to the composition and/or size of the workforce; restructuring of jobs; alteration of hours of work or rosters; the introduction of new technology; or the need for retraining or transfer of employees to other work.
- (b) This consultation must involve the employees, or if the employee(s) so chooses, a representative, which may include a union.
- (c) Pacific National will provide sufficient information about the proposed changes(s), including the proposed date of implementation of the change, to permit affected employees, or if the employee(s) so chooses, a representative, which may include a union, to consult about the nature, reasons and consequences of the proposed changes.

- (d) The consultation, contemplated by this section, is designed to ensure that wherever Pacific National is proposing to make a decision which has a significant effect on employees, the employees, or if the employee(s) so chooses, a representative, which may include a union, will be consulted about the proposal. After consultation has occurred, there may be cases where Pacific National makes a decision which will be notified to the affected employees, or if the employee(s) so chooses, a representative, which may include a union, in writing. In those circumstances, the process outlined in (e) below will apply.
- (e) Where affected employees wish to dispute a decision, they must give written notice to the manager who has made the decision in dispute. The notice must outline the decision that is disputed and the reasons for disputing the decision. A pro-forma document for this purpose is provided at Attachment 4 of this Agreement. The notice should be delivered within three days (excluding weekends and public holidays) to the manager announcing the decision upon the receipt of written notice of the decision. Following the delivery of the notice of dispute of the decision, the procedures outlined in Clause 28 of this Agreement will apply.

28.5 Consultation Frameworks

- (a) The consultation contemplated by this clause will take place within two broadly defined mechanisms, viz local level consultation and organisational level consultation.
- (b) At the local or workplace level, Pacific National will undertake appropriate measures to ensure that employees, or if the employee(s) so chooses, a representative, are consulted in accordance with Clause 28 above.

This will involve direct consultation with the employees, or if the employee(s) so chooses, a representative, or it may involve establishing a Local Consultative Committee (LCC) consisting of employees, or if the employee(s) so chooses, a representative, which may include a union, and local management at the workplace to work through a specific proposal.

Where employees request the establishment of a LCC and its formation is not agreed by local management, then the dispute will be addressed under the Dispute Settling Procedure.

29 Dispute Procedure

29.1 Introduction

The Consultation provisions in Clause 28 of this Agreement are designed to ensure that wherever Pacific National is proposing to make a decision which has a significant affect on employees, the affected employees, or if the employee(s) so chooses, a representative, which may include a union, will be consulted about the proposal. After this consultation has occurred, there may be cases where Pacific National go on to make a decision which affected employees wish to formally dispute. In those circumstances, the following process will apply.

Additionally, the process outlined below may be followed by any employee, or if the employee(s) so chooses, a representative, which may include a union, who has a grievance related to the application of any provision in this Agreement.

29.2 The Process

Where a Notice of Dispute in relation to a decision has been given in accordance with clause 28.4(e) of this Agreement or in relation to a grievance, the following will occur:

- (a) Where the person who lodges the dispute elects to commence the dispute settling process with this step, the employee(s) who is (are) affected by the decision will discuss the matter with their direct supervisor. This may be appropriate, even where the direct supervisor was not the Pacific National manager who made the decision which is subject of the dispute notice.

The direct supervisor will consider the issues raised and will respond to the employee who lodged the notice within 24 hours. This response may be verbal or in writing, if so requested.
- (b) If the dispute remains unresolved, or if the person who lodges the dispute elects to by-

pass the step at sub-clause (1) above, it may be referred to the manager once removed and if the employee(s) affected so request, a representative for discussion.

This discussion must be concluded within 48 hours.

- (c) If the dispute remains unresolved, it may be referred to the General Manager of the Intermodal business unit and if the employees(s) affected so request, a representative, which may include a union. Where an employee chooses a union to represent them, the relevant State Secretary or National Secretary (or their nominee) may choose to be involved in these discussions.

These discussions must be completed within 48 hours.

- (d) If the dispute remains unresolved, a "cooling off period" of 48 hours (excluding weekends and public holidays) will occur at this stage of the process. During this period, the parties may continue to have discussions at whichever level they regard as most likely to assist in resolving the dispute. The parties may agree, at this point, to utilise mediation to resolve the dispute.
- (e) During, or at the conclusion of the cooling off period, either party may decide to refer the matter to a mutually acceptable independent mediator or the AIRC for the purpose of conciliation of the dispute. The conciliation must occur as soon as reasonably practicable.

After the conciliation has occurred this process is complete. Where a dispute is escalated to the point of involvement of either an independent mediator or the AIRC in conciliation, the parties acknowledge the significance of this point being reached. Therefore, any recommendation made by the independent mediator or AIRC in an attempt to assist the parties to resolve the dispute will be treated as highly influential.

Where both parties agree, they may empower the mediator or member of the AIRC to resolve the matter by arbitration.

- (f) Any of the steps in the process may be removed where both parties agree. Likewise, the parties may agree to extend the timeframes within which each of the steps are to be completed.
- (g) Employees may be represented at any stage in the process by a representative of their choosing which representative may include a union, if the employee(s) so request.

29.3 Nature of work whilst procedure being followed:

- (a) Where the Notice of Dispute, referred to in Clause 28, is received by Pacific National within three days (excluding weekends and public holidays) from the date of the notification of the decision, then whilst the above procedures are being followed work shall continue in the manner it was being performed immediately before the decision, subject of the dispute, was made.

Where a change, having significant impact on employees has been implemented and the consultation procedures outlined in Clause 28 of this Agreement have not been followed, work shall continue as it was prior to any changes being made while the Resolution of Disputes Procedure is being followed.

- (b) In circumstances where a Notice of Dispute, referred to in Clause 28 is not received within three days (excluding weekends and public holidays) from the date of the notification of the decision, then work shall continue as directed by Pacific National.

30 Continuity of Supply

- 30.1 It is an essential feature of this Agreement that Pacific National must be able to ensure that its customers shall be in a position to maintain the continued supply of its product.
- 30.2 Consequently, the parties to this Agreement recognise and commit to there being a sufficient supply of labour, *at all times*, to ensure that the customer's operations and ability to supply its product are unaffected by any dispute or grievance which may arise from time to time.
- 30.3 It is also agreed, to the extent necessary, that where a customer's production or delivery needs are identified as urgent, the employees covered by this Agreement shall ensure that such needs are met without any disruption.

- 30.4 Accordingly, any dispute or grievance, which has the potential to disrupt the customer's operations must be dealt with in accordance with clause 29.
- 30.5 The obligations imposed by this clause apply to all parties and all employees during the nominal term of this Agreement, regardless of the reasons for or nature or the extent of the industrial action. Industrial action for this purpose shall have the same meaning as industrial action in section 420 of the Act.
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31 Representatives

- 31.1 The representative may represent and speak on behalf of employees in the workplace where such employee(s) request. The workplace representative shall be permitted to perform their representative role without discrimination.
- 31.2 Subject to operational and business requirements, where a representative has been requested by affected employee(s) to represent their interests, such representatives shall have reasonable time during working hours to:
- (a) Consult with the employee(s) they represent about this agreement and any matters pertaining to the employee/employer relationship;
 - (b) Without limiting the generality of clause 30.2 (a) above, represent an employee's interests where they are involved in a termination, disciplinary action, and/or performance management processes.
- 31.3 Representatives must notify their manager prior to undertaking the tasks outlined above and they must not hinder or obstruct employees who are performing their work.
- 31.4 For the purposes of facilitating the role of representatives under this clause and this Agreement, Pacific National shall allow representatives reasonable access to telephone, facsimile, photocopying and email services, where they are available, and subject to company policy (which shall not impose unreasonable restrictions on the operation of this subclause).
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32 Transfer of Existing Employees

- 32.1 Pacific National proposals that may require employees to relocate will be subject to the consultative provisions outlined in Clause 28 of this Agreement. Any final decision regarding individual employee relocation will be made on assessment of the individual's circumstances with regard to reasonableness.
- 32.2 Where a transfer instigated by Pacific National required the employee to relocate their residence, Pacific National will meet reasonable relocation expenses.
- 32.3 Based on individual circumstances, the following expenses may be met:
- (a) **Housing expenses**
 - (1) Costs associated with selling a residence at the "old" location, including Agent's commission, legal expenses, stamp duty and Bank charges.
 - (2) Costs associated with the purchase or construction of a new residence at the "new" location, where that residence will be the usual place of residence, such as legal expenses, stamp duty, bank charges, connection of utilities and mortgage insurance (one-off payment)
 - (b) **Removal expenses**, including removalist's fees, insurance charges and temporary storage (up to twelve months).
 - (c) **Travel expenses**, including:
 - (1) One familiarisation visit, of up to five days with travel costs, to the limit of economy class airfares for the employee and spouse to visit the location to examine housing and other services; and
 - (2) Actual travel costs, to the limit of economy class airfares for the employee and family during the actual relocation.

(d) **Resettlement Allowance**

- (1) Resettlement Allowance is provided to cover the costs of temporary accommodation for employees and their families until a permanent residence is available. Resettlement allowance is paid as a reimbursement to cover actual costs incurred for temporary accommodation on the following basis:
- (2) Employees with dependants may be reimbursed up to the value of six weeks pay, calculated on their base remuneration, where the dependants accompany them; or
- (3) Employees without dependants may be reimbursed up to the value of three weeks pay, calculated on their base remuneration.

32.4 Employees who transfer at their own request will meet all costs associated with any relocation.

33 Temporary Transfer

- 33.1 Where required by the business, employees may be temporarily transferred to a different home base for a period of time. Temporary transfers will be used to support commercial activities affected by variable demand and traffic volumes and/or temporary staff shortages.
- 33.2 In the first instance, volunteers will be called for temporary transfer. In the event that insufficient employees volunteer, employees may be selected for temporary transfer. Employees will not be temporarily transferred away from their home base for a period of more than six (6) weeks in any twelve (12) month period, unless mutually agreed. Any decision regarding individual employee temporary transfer will be made on assessment of the individual's circumstances with regard to reasonableness.
- 33.3 Pacific National will provide the means of travelling to and from the temporary location if required. Reasonable time allowances for travelling to and from all locations where motor vehicles are utilised, will apply. Employees will be paid travelling time on a stand alone basis, which means that the time will not be deducted from the annual hours of work cycle. Employees who are temporarily transferred may be authorised to use their own vehicles to travel to and from the temporary location.
- 33.4 Reimbursement for use of private motor vehicle will be in accordance with the relevant Pacific National policy. When temporarily transferred, the employee has the option of an expense allowance or reimbursement of reasonable expenses associated with temporary location transfer. Such reimbursement or allowance will be in accordance with the relevant Pacific National policy. Employees may elect to receive the allowance in advance upon request.
- 33.5 Employees who are temporarily transferred to a location which does not permit them to return to their home base daily shall be paid expenses at the rate of one hundred and twenty dollars and ten cents (\$120.10) for each full day away from their home base. The payment of expenses is on the following basis:
- (a) This daily rate is made up fifteen dollars and fifty cents (\$15.50) for each breakfast and each lunch, twenty two dollars and ninety cents (\$22.90) for each dinner and sixty six dollars and twenty cents (\$66.20) for each bed.
 - (b) No allowance for breakfast, lunch, dinner or bed, as the case may be, shall be granted to an employee unless they commence travelling from their home base earlier than the time specified in the table below and return to their home base after the time specified in the table below:

Payment for :	If departure before	If return after
Breakfast	0700 hrs	0800 hrs
Lunch	1300 hrs	1400 hrs
Dinner	1830 hrs	1830 hrs
Bed	0100 hrs	0100 hrs

Note : No allowance for a bed shall be paid unless a bed is reasonably required.

- (c) Expenses shall be adjusted by a formula that applies the Consumer Price Index (CPI) (weighted average of eight (8) capital cities) for the bed component and by the Meals Out and Take Away Food component of the CPI for the meals components. This adjustment shall be made annually in the first full pay period following the release of CPI data for the September quarter each year.
 - (d) Where actual costs of accommodation and/or meals are greater than those outlined above employees will be reimbursed the difference, subject to the production of receipts which are considered reasonable in the circumstances. Where Pacific National provides any meals and/or accommodation, the relevant component(s) of the expense shall not be payable.
 - (e) Employees shall have the option of accepting accommodation arranged by Pacific National or arranging their own accommodation. Where accommodation is arranged by Pacific National, such accommodation shall be of no less than three star rating.
- 33.6 Where train crew employees are temporarily transferred to a location, that location becomes their temporary home base for rostering purposes. This means that any shift involving work to a Barracks (or foreign) Location will incur the barracks meals allowances. Where this is the case, the provisions of sub-clause 34.5, above will not apply from the sign on for the shift until the sign off at the temporary location. This is to avoid double payments of the meal expense component.

The provisions in this clause operate to exclude all Protected Award Conditions in the Relevant Awards with respect to expenses / allowances incurred in the course of employment.

34 Salary Maintenance

34.1 Existing Employees on Salary Maintenance

Pacific National employees who were on salary maintenance pursuant to clause 43 of the Pacific National Enterprise Agreement 2004 will continue to receive salary maintenance on the same grounds as was provided in that clause indefinitely.

34.2 Existing Employees who go onto Salary maintenance during the life of this Agreement:

Where an existing employee is redeployed or reclassified to another position with a lower combined base remuneration and aggregate allowance, that employee shall receive salary maintenance on the following basis:

- (a) The employee will retain the classification they held at the date of lodgement of this Agreement and receive the pay increases applicable under this Agreement.
- (b) If the employee is promoted during the life of this Agreement, they will be salary maintained on that combined base remuneration and aggregate allowance for a period of 12 months (and receive the annual remuneration increases prescribed in clause 17.4 before reverting to being salary maintained at the level in 32.2.(a) above.

"Existing Employee" means an employee who was employed by Pacific National prior to the commencement of operation of this Agreement.

34.3 New Employees engaged after commencement of this Agreement:

Where such an employee is redeployed or reclassified to another position with a lower combined base remuneration and aggregate allowance, that employee shall receive salary maintenance on the following basis:

- (a) The employee will receive the combined base remuneration and aggregate allowance applicable to their former position for a period of twelve months (and receive the increases prescribed in clause 17.4 during this period.

At the conclusion of the twelve month period, the employee will revert to and be paid the applicable base remuneration and aggregate allowance, if applicable, for the position they are actually occupying.

34.4 Reasonable Alternative Offers

Employees receiving salary maintenance through the application of this clause shall be required to accept a reasonable offer for appointment to a position that has an applicable salary equal to or greater than their maintained salary. Reasonable within this context will have regard to

consideration of the skills, knowledge and experience possessed by the employee and those required for the proposed position. Reasonable will also be considered within the context of the location of the proposed position.

Where an employee rejects a reasonable offer for appointment under this, their salary will revert to that for the position that they are actually occupying.

35 Health Assessments

- 35.1 Where, through the operation of the National Standard for Health Assessment of Rail Safety Workers ("National Standard") an employee is required to undertake a Health Assessment, Pacific National will pay cost of the medical assessment up to the "Determination", including the medical assessment itself, a stress ECG, if required, and/or other referred test(s).
- 35.2 The Determination occurs when a qualified health professional, in satisfaction of the National Standard, has determined that the employee is either:
- (a) Fit for Duty;
 - (b) Fit for Duty subject to Review;
 - (c) Fit for Duty subject to Job Modification;
 - (d) Temporarily Unfit for Duty Subject to Review; or
 - (e) Permanently Unfit for Duty.
- 35.3 If further tests are required following the Determination, Pacific National will only be liable to cover the costs of such tests where it is identified that there was no basis for this referral – ie, there is no apparent underlying condition that should have prompted such referral.

In order to ensure privacy is maintained in relation to the medical files, where an employee seeks to claim such costs in these circumstances, the Chief Medical Officer or their nominee will review the case file and make a determination as to whether the referral was justified. The decision of the Chief Medical Officer in such matters will be final.

Where it is determined that the referral was not justified, Pacific National will:

- (a) reimburse the employee for the medical costs incurred as a result of the referral; and
 - (b) re-credit any sick leave that has been used as a result of being unable to perform their duties as a result of the referral.
- 35.4 The above provisions do not exclude any obligations arising under the applicable Worker's Compensation legislation.
- 35.5 **Payment for Pathology Blood Testing**
- (a) Where an employee is required to participate in a pathology blood test prior to their medical assessment, this may occur during normal rostered hours or in their own time.
 - (b) If the blood test is to take place during rostered hours, the employee shall be given sufficient notice to enable them to fast before the commencement of their shift. Following conduct of the test the employee will be allowed a 20-minute break on return to work before resuming normal employment. There will not be an entitlement to any additional payment.
 - (c) Where an employee is required to take the blood test outside of their normal rostered time, the employee shall be entitled to a \$65 allowance and have two hours credited.
 - (d) Employees who are required to attend medical assessments shall be advised at least eight (8) weeks in advance of the date of their medical assessment. Employees shall also be advised at the time they must have their blood test done no more than four weeks prior to the medical assessment. If this notice is not given, the employee shall be paid an additional allowance of \$65.

DECLARATION AND SIGNATORIES

This Enterprise Agreement has been developed through extensive consultation.

All parties are entering into this Agreement with full knowledge as to the content and effect of the document.

Signed for and on behalf of
PACIFIC NATIONAL

In the presence of

Signed for and on behalf of the
AUSTRALIAN RAIL, TRAM and BUS INDUSTRY UNION

In the presence of

Rostering Guidelines

Rostering Guidelines

1 Rosters

1.1 Consultation

- (a) Employees may elect to form a rostersing committee. Where formed, Pacific National will consult with the committee as part of the consultative process. Where no rostersing committee is formed, consultation will occur in accordance with the provisions outlined in Clause 28 of this Agreement.
- (b) Pacific National, in consultation with the local rostersing committee (where formed), will develop and modify rosters consistent with operational requirements.

1.2 Roster Development

- (a) Master rosters shall be exhibited primarily for the purpose of indicating all rostered days off (RDOs) and all known work. Additional RDOs may be inserted into the master roster.
- (b) Where a change to a master roster is proposed, consultation, as outlined in Clause 28 of this Agreement, will commence at least twenty-eight (28) days prior to the intended implementation date of the new roster.
- (c) Following consultation, the final master roster is to be posted at least fourteen (14) days in advance of its implementation.
- (d) Master rosters will include sign-on and sign-off times.
- (e) Changes to a master roster will be made mindful of balancing the business demands and the needs of employees. The number of changes to master rosters, where such a change impacts on a RDO, shall not exceed four (4) per annum, unless by agreement at each affected worksite.

Where a variation to the master roster is proposed which does not impact on a RDO, but is only;

- (1) A variation to existing rostered working; or
- (2) The placement of additional RDOs;

then such change will not constitute one of the four master roster changes.

- 1.3 Rosters should be arranged to provide the maximum number of complete weekends rostered off duty. Employees will not be required to work more than three (3) weekends in a row.
- 1.4 There may be more than one roster developed at a location for a similar or the same job roles.

2 Shift Lengths

- 2.1 The maximum rostered shift length shall be twelve (12) hours. The maximum rostered shift length when conducting Terminal Locomotive DOO Shunt shifts will be 9 hours.
- 2.2 The rostersing and management of 12 hour shifts is to be limited to no more than four consecutive 12 hour shifts in any seven (7) day period
- 2.3 It would be normal to roster to a minimum of 7.6 hours in the master roster. However, subject to specific business needs and operational requirements, shifts of a minimum of four (4) hours may be utilised to cater for:
 - (a) An extra overtime shift
 - (b) Training (Where training shifts are proposed, as far as practicable, the content should provide a training shift of eight (8) hours.
 - (c) Medical examination/Trauma counselling
- 2.4 No employee shall be required to work more than seven (7) consecutive shifts without a day off.

3 Interval Between Shifts

- 3.1 The minimum interval between shifts shall be eleven (11) hours off duty.
- 3.2 When changing from night shift pattern to another shift pattern, there shall be an interval of one complete calendar day off duty.
- 3.3 When changing from any other shift pattern there shall be a minimum 24 hours off duty. Subject to consultation and agreement with the local roster committee or affected employees this may be adjusted to between 24 hours and 8 hours, subject to fatigue management indicators and Statutory Regulations.
- 3.4 Shift cycles will be designed to ensure the maximum number of similar shifts, eg. afternoon shifts, before a change to a different shift pattern, eg. night shift.

4 Working Roster Changes

- 4.1 Where the working roster is developed, a period of seven (7) days notice of the introduction of such rosters shall occur.
- 4.2 Where a working roster is adjusted such that an employee is required to change from one shift to another, a period of twenty four (24) hours notice will apply, unless an RDO is affected where seven (7) days notice will apply, unless the employee agrees to a shorter period or it is a mutual shift exchange. The twenty-four (24) hour notice provision will only be used to cover circumstances such as, absenteeism or exceptional operational requirements.
- 4.3 Subject to relevant OH&S, fatigue management and operational issues, employees may mutually exchange shifts, with the approval of the relevant manager or rostering staff. Pacific National will not unreasonably withhold approval where such requests are cost neutral.

5 Maximum Hours of Duty – Emergencies, Major Equipment Failure

Employees who are unable to complete their rostered shift because of emergency or major equipment failure, must be relieved from duty and signed off after a maximum period of sixteen (16) hours. In these circumstances, emergency means a major equipment failure or operational emergency or other emergency due to fire, flood, storm, earthquake, explosion, accident, derailment, epidemic or warlike action. The working of extended hours in these circumstances is subject to the employee's indication of their fitness to continue.

6 Lift-Up and Lay-Back

- 6.1 The intention of this provision is to provide flexibility where a business requirement exists for lift up and/or layback offers. The following operational characteristics would determine the needs for lift-up/ lay-back provisions:
 - (a) Locations with less than twenty-four (24) hour coverage and
 - (b) Irregular or unreliable train running
 - (c) Where a Terminal Operator is required to travel on a locomotive as the second person, and then only to keep the commencement time for the shift compatible with that of the locomotive driver.
- 6.2 Liftup and layback will apply to all "Express" services;
- 6.3 Where implemented, Terminal Operators may be lifted up by two (2) hours or laid back by three (3) hours from the rostered commencement time of their shift.
- 6.4 During the consultation process, specific consideration will be given to any issues of "hardship" raised by employees at the location.
- 6.5 Pacific National will make no more than one (1) alteration to the confirmed sign-on time under lift-up and lay-back provisions.
- 6.7 Where applicable employees may be expected to be contacted for lift up and layback purposes. Pacific National will contact employees directly for Lift-up and Lay-back purposes

7 Roster Suspension

- 7.1 In situations where a major derailment, washaway or other unplanned circumstance causes track closure, all rosters affected may be suspended until normal operations can resume. Roster suspension may apply up to seven (7) days beyond which an interim roster will apply until normal operations resume.
- 7.2 The suspension of a roster will not impact on the placement of RDOs. Where RDOs are worked the overtime provisions for work on an RDO will apply.

Glossary of Terms

Agreement	The Pacific National Intermodal Terminals Enterprise Agreement, 2006
Aggregate Remuneration	Aggregate remuneration is the total of Base Remuneration plus Aggregate Penalty payment, if such a payment is applicable, plus Aggregate Allowance, if such an allowance is applicable.
Annual Cycle Hours	The ordinary hours of work which an employee is required to work over a nominated fifty-two (52) week period, ie. 1976 ordinary hours including public holidays and annual leave for a full-time employee.
Annual Hours of Work Cycle	The fifty-two (52) week period over which the annual cycle hours are scheduled to be worked.
Dayworker	Any employee whose roster provides for ordinary hours to be worked on any day Monday to Friday between the hours of 0600 and 1800.
Hours Worked	Actual time worked.
Lift up/ Lay back	The time employees may be called in early (lifted up) to an earlier sign-on time or have their shift commencement delayed (laid back) to a later time than shown on the posted working roster or daily work plan.
Master Roster	Roster(s) that are permanently displayed at a location that show rostered days off and any known tasks or work.
OEA	the Office of the Employment Advocate
Protected Award Conditions	The Protected Award Conditions as defined as Protected Allowable Award Matters in Section 354 of the Workplace Relations Act 1996
Relevant Awards	The Awards specified in Attachment 4 to this Agreement
Outsourced Projects Work	means work which: <ul style="list-style-type: none"> (a) was previously performed by a customer of Pacific National and which is now being performed by Pacific National (whether by way of an outsourcing arrangement or otherwise); (b) is being performed by a customer of Pacific National and which is subsequently performed by Pacific National (whether by way of an outsourcing arrangement or otherwise); or (c) is in preparation of, or incidental to, Pacific National taking on the work referred to in subclause (b). <p>For the avoidance of doubt, such work includes, but is not limited to, any work which involves the operation, maintenance and management of any rail facility, assets or terminal.</p>
Shift length	The total time from a sign-on to a sign-off.
Shiftworker	Any employee whose roster provides for the regular incurrance of a shift penalty or whose roster provides for regular work on Saturday and Sunday.
Shunting	Includes shunt rolling stock and conduct marshalling operations.
Steel Terminal Marshalling / Planning	Marshalling strategy and contingency plan development without supervision
The Standard	The Australian Fair Pay and Conditions Standard as defined in the Workplace Relations Act 1996
The Act	The Workplace Relations Act 1996 as amended from time to time
Unavoidable Necessity	A practically inescapable circumstances that necessitate the working of extended hours. The working of extended hours in these circumstances is subject to the individuals indication of their fitness to continue and employees may decline to perform safeworking duties after having completed twelve hours from sign-on.

Working Roster

Roster(s) developed from master rosters that provide more details of attendance requirements. Working rosters allocate employees to work lines and adjusts the rostered work to accommodate work variations, planned leave and/or any other issues known at the time of posting. A working roster may also allow for the posting of actual attendance and shift details. Variations from the master roster placed onto a working roster must not impact on the placement of RDOs. Variations that might be addressed in a working roster could include changes to shifts, eg. the number of shifts and/or their placement on the roster or changes to sign on times, shift lengths and/or sign off times. Variations may be required because of specific operational changes that are known at the time the working roster is prepared.

Notification of Dispute or Grievance

To: _____
Insert name of manager to whom notice is given

Date: _____

I hereby give notice that I wish to invoke the dispute settlement process in Clause 29 of the Pacific National Intermodal Division Outsourced Projects Enterprise Agreement, 2006.

The decision I wish to dispute is:

The person who made the decision is: _____

The date the decision was made is *(if known)* _____

The reasons I wish to dispute the decision are:

Your Name: _____
Please print clearly

Position: _____

Signed: _____

Telephone: _____

RELEVANT AWARDS

- National Rail Corporation Limited Award, 2001
- Salaried Officers (Railways, New South Wales) Award 2002
- Senior Officers Rail, Bus and Ferries New South Wales Award, 2002
- Locomotive Enginemen's – New South Wales Award, 2002
- Railways Professional Officers Award, 2002 Parts I and III
- Railways Miscellaneous Grades Awards 1960 Part III
- Railways, Traffic, Permanent Way and Signalling Wages Staff Award, 2002, Parts I, III, & V
- Railways Metal Trades Grades Award, 2002 Parts I, III, IV, & V