



FAIR WORK  
AUSTRALIA

## DECISION

*Fair Work Act 2009*

s.185—Approval of enterprise agreement

**Pacific National (NSW) Pty Ltd**  
(AG2010/17252)

### **PACIFIC NATIONAL COAL, NSW ENTERPRISE AGREEMENT 2009**

Rail industry

SENIOR DEPUTY PRESIDENT  
HAMBERGER

SYDNEY, 16 SEPTEMBER 2010

*Application for approval of the Pacific National, NSW Enterprise Agreement 2009.*

[1] An application has been made for approval of an enterprise agreement known as the Pacific National, NSW Enterprise Agreement 2009 (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act).

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[3] The Australian Rail, Tram and Bus Industry Union (RTBU), being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover it. In accordance with s.201(2) of the Act I note that the Agreement covers the organisations.

[4] The Agreement is approved and will operate from 14 September 2010. The nominal expiry date of the Agreement is 30 June 2012.



SENIOR DEPUTY PRESIDENT

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# **Pacific National Coal, NSW Enterprise Agreement 2009**

27 July 2010

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## Part A (Clauses 1-43)

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### 1. Title

The title of this Agreement is the *Pacific National Coal, NSW Enterprise Agreement, 2009* (the Agreement).

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### 2. Parties

The parties to this Agreement are:

- Pacific National (NSW) Pty Ltd;
  - Asciano Services Pty Ltd;
- (Collectively referred to in this Agreement as "Pacific National Coal, NSW");
- Australian Rail Tram and Bus Industry Union (ARTBIU); and
  - Employees employed by Pacific National Coal, NSW to perform work within the classifications contained within this Agreement.
- 

### 3. Scope

This Agreement shall apply to:

- (a) Each of the parties; and
- (b) Employees employed to perform work in positions within Pacific National within the Coal division that fall within the classification structure/s as set out in this Agreement.

This Agreement shall comprise both Part A and Classification Specific Sections which shall be read in conjunction with each other.

- (c) No person engaged by Pacific National Coal, NSW under an Appointment Agreement, to perform work equivalent to the classifications contained within this Agreement are to receive less than the applicable terms and conditions which apply to that classification, position or role.
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### 4. Term

This Agreement will operate until 30 June 2012.

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### 5. Glossary of Terms

The following terms that appear throughout this Agreement are defined below:

Agreement	shall mean Part A and B, or Part A and C, or Part A and D whichever is applicable.
Aggregate Allowance	shall mean an allowance payable to an Employee in lieu of any other allowance which may be payable to the Employee if the Employee was covered by an award.
Aggregate Penalties	means the additional payments received by an Employee in lieu of shift and weekend penalties and annual leave loading.
Barracks Location	A nominated location where Train Crew are signed off/on and are accommodated away from their Home Base.
Barracks/Resting Working	A shift where Train Crew are rostered to complete a shift at a Barracks/Rest Location away from their Home Base.
Base Rate	Shall mean the rates as set out in Part B.
Blank Line Working	A roster or a line or lines in a roster where no known work is indicated (i.e. not Forecast Work rostering). Such rostering may apply to all Employees other than Maintenance Employees.
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.
Duty Cycle	For Train Crew Employees only, it shall mean a stand alone period of 4 weeks, where ordinary hours are averaged. The Duty Cycle consists of 152 ordinary hours.
Employee	A person who is employed in a full time, part time, fixed, task or casual basis.
Forecast Work/Working	A shift where sign-on and Shift Lengths are provided.
Home Base	Shall mean the Employee's normal location where they commence their shift.
Master Roster	Roster(s) that are permanently displayed at a location that show rostered days off and any known tasks or work.
Net Tonne Kilometre (NTK)	A measure calculated by multiplying the net weight of a train (i.e. the coal payload) by the distance travelled from the loadpoint to the port. Example: A train travelling from Ulan to Kooragang. Net weight = 8,500 tonnes; Distance travelled = 275 km; Therefore NTK = 2,337,000 NTK's.
Permanent Line	An allocated line on a roster.
Roster Cycle	Shall mean for Non Train Crew - the period of weeks an Employee's normal rostered hours are averaged over as agreed through the roster consultation process.
Shiftworker	Any Employee who works rostered shifts including shifts outside the hours of 0600 to 1800 Monday to Friday.
The Act	The Fair Work Act 2009 (Cth) as amended from time to time.
Total Remuneration	Shall mean the aggregate of an Employee's Base Rate plus Aggregate Penalties and the Aggregate Allowance.
Train Crew	For the purposes of this Agreement Train Crew refers to Locomotive Driver Classifications as set out in Part B.
Working Roster	Roster(s) developed from Master Rosters that provide more details of attendance requirements.

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## 6. Contract of Employment

### 6.1 General Principles and Undertakings

- (a) Pacific National Coal, NSW shall use its best endeavour to ensure that full time employment is the principal form of employment. Further, subject to the provisions contained in this Agreement, no Employee shall have their form of employment altered without agreement of the affected Employee(s).
- (b) Notwithstanding the above, Pacific National Coal, NSW may offer employment on one or more of the types of employment described below.
- (c) 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.
- (d) 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. Further, a part time Employee shall:

- (i) Be engaged for no fewer than 3 hours per engagement;
  - (ii) Be entitled to pro rata accruals with respect to annual and long service leave;
  - (iii) Have the minimum number of hours agreed to in writing and may be required to work additional hours at ordinary rates up to a maximum of 38 hours;
  - (iv) Have any additional hours beyond 38 paid at the appropriate penalty rates.
- (e) Casual Employees are Employees paid on an ad hoc basis by the hour. The minimum engagement on each instance shall be **3 hours**. Casual Employees shall be entitled to the Base Rate of pay applicable to the equivalent full time classification (and Aggregate Allowance where applicable) plus an additional loading of 25%.
- (i) Casual Employees shall not be entitled to:
    - A. Annual leave, personal/carer's leave or paid compassionate leave; or
    - B. Parental leave (unless the casual Employees are entitled to parental leave in accordance with the Act); or
    - C. Public holidays (unless work is performed on a public holiday by the Casual Employee, in which case he/she will be entitled to the payment specified in clause 18(d)(iii)); or
    - D. Redundancy payments.
  - (ii) Pacific National Coal, NSW 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.
  - (iii) Where a casual Employee has worked the equivalent ordinary hours of a full time Employee for a continuous period of 6 months he/she may seek to be appointed as a permanent or as a part-time Employee. Where a casual Employee seeks appointment under this sub-clause, Pacific National Coal, NSW will comply with such a request and make the appointment.
  - (iv) Any offer to convert the employment status of a casual Employee must be in writing. The casual Employee may elect to accept or to reject any offer made.
  - (v) Where an offer is made and rejected, Pacific National Coal, NSW may seek to fill the position by other means and this action may result in the casual Employee's employment being terminated.
- (f) 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 and shall generally not be engaged for a period greater than 12 months.

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## 7. Probationary Employment

- (a) 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.
- (b) During the probationary period, the Employee's employment may be terminated by either the Employee or Pacific National Coal, NSW by providing one week's written notice.

- (c) 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.
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## **8. Recruitment, Selection and Induction**

- (a) The selection process for filling position 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.
  - (b) Pacific National Coal, NSW 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.
  - (c) All vacancies will be advertised internally within all Pacific National business divisions. At times, Pacific National may also advertise a vacancy simultaneously internally and through media advertisements, recruitment agencies and other sources. Internal advertisements will include the position level from the classification structure contained in this Agreement and the salary level.
  - (d) 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 which shall contain the following:
    - (i) Position, level and title contained in this Agreement;
    - (ii) Appointment date;
    - (iii) Salary level; and
    - (iv) That in addition to the terms of the letter of engagement, this Agreement applies to the Employee's employment.
  - (e) Pacific National will ensure that all Employees are appropriately inducted into their workplace following appointment.
  - (f) All selections will reflect Pacific National Coal, NSW's commitment to equal employment opportunity and the elimination of unlawful discrimination.
  - (g) Pacific National Coal, NSW will provide training relevant to job/position requirements and Employee needs that is aligned to the Transport and Logistics Industry Training Package. Certificates and statements of attainment will be issued to Employees upon satisfying the requirements of the specific training.
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## **9. Hours of Work**

- (a) The ordinary hours of work, for a full-time Employee, are one thousand, nine hundred and seventy six hours (1976) per annum. This is equivalent to fifty-two weeks at thirty-eight ordinary hours per week. The annual ordinary hours are made up as follows:
  - (i) One thousand, nine hundred and seventy six (1976) hours, which includes eighty-three point six (83.6) hours for a minimum of eleven (11) public holidays and one hundred and ninety (190) hours of annual leave for a shift worker; or
  - (ii) One thousand, nine hundred and seventy-six (1976) hours, which includes seventy-six (76) hours for a minimum of ten (10) public holidays and one hundred and fifty two (152) hours of annual leave for a Dayworker.
- (b) While public holiday hours are included in the total hours outlined above, where an Employee is rostered to work on a public holiday they are required to attend for work and undertake activities as rostered, subject to the provisions of the Act.

- (c) In addition to the ordinary hours specified above, an Employee may be required to work reasonable overtime (with the exception of working on rostered days off (RDOs)) for payment of overtime penalty rates.
- (d) 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:
  - (i) Any risk to an Employee's health and safety that may reasonably be expected to arise if the Employee worked the additional hours;
  - (ii) The Employee's personal circumstances (including any family responsibilities);
  - (iii) The operational requirements of Pacific National Coal, NSW in relation to which the Employee is required or requested to work the additional hours;
  - (iv) Any notice given by Pacific National Coal, NSW of the requirement or request that the Employee work the overtime;
  - (v) Any notice given by the Employee of their inability to work the overtime;
  - (vi) Whether any addition hours are on a public holiday;
  - (vii) The Employee's hours of work over the 4 weeks (where a four week Duty Cycle is applicable) ending immediately before the Employee is required or requested to work the additional hours; and
  - (viii) Any other relevant matter.

#### **10. Higher Duties**

Where Employees perform work that falls within a higher classification level, they will be entitled to be paid at the higher classification level for the shift / shifts during which the work was performed.

#### **11. Stand Down**

- (a) Pacific National Coal, NSW may stand down Employees without pay for any time during which they cannot usefully be employed in their normal position because of any cause for which Pacific National Coal, NSW cannot reasonably be held responsible.
- (b) 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. However, in circumstances where Pacific National Coal, NSW is aware in advance that Employees will be required to be stood down, for example planned maintenance, then Pacific National Coal, NSW must give affected Employees at least 14 days notice.
- (c) As soon as practicable and prior to the Stand down commencing, Pacific National will consult with the affected Employees and the Union. In this regard, the performance of useful work shall be discussed together with the performance of any training and reaccreditation that may be required by Pacific National Coal, NSW.
- (d) 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 resignation, without default of the Employee.
- (e) 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, Pacific National Coal, NSW shall not require the Employee to attend work until the

- Employee has worked out a period of notice where required to do so by the other employer.
- (f) Employees who are stood down under this provision shall be treated for all purposes (other than payment) as having continuity of employment.
  - (g) An Employee who is stood down in accordance with this clause may elect to take leave or other time owed by Pacific National Coal, NSW.
  - (h) 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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## **12. Superannuation and Salary Sacrifice**

- (a) For Employees who were employed by FreightCorp immediately prior to the commencement of their employment with Pacific National Coal, NSW Pacific National Coal, NSW shall continue to be a participating member of the following funds:
    - (i) State Authorities Superannuation Scheme;
    - (ii) First State Super;
    - (iii) State Superannuation Scheme; or
    - (iv) State Authorities Non Compulsory Superannuation Scheme.
  - (b) For all other Employees, Pacific National Coal, NSW will continue to be a participating member of the AustralianSuper (previously known as Superannuation Trust of Australia (STA)). Pacific National Coal, NSW will provide superannuation benefits as required by law by making payments to the AustralianSuper or to another complying fund nominated by the Employee.
  - (c) Salary sacrifice is available for Employee contributions if the Employee so chooses, subject to the rules of the relevant fund and applicable legislation and also for the sacrifice of salary continuance insurance.
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## **13. Disciplinary Procedures**

- (a) Disciplinary measures are implemented within the context of an overall performance management approach. Employees will at all times be accorded procedural fairness and if the Employee so chooses, a representative which may include a union.
- (b) Before implementing disciplinary measures, Pacific National Coal, NSW will;
  - (i) Gather and analyse any material relevant to the performance issue subject to the disciplinary measures and give the Employee a copy;
  - (ii) Advise the Employee of the allegation(s) of inappropriate performance or behaviour in writing; and
  - (iii) Provide the Employee with an opportunity to respond to any allegation(s).
- (c) During the investigation described above, Pacific National Coal, NSW may stand the Employee down, with pay, during part or all of the investigation.
- (d) In implementing disciplinary action, Pacific National Coal, NSW may:
  - (i) Issue a verbal or written caution, warning or reprimand; or
  - (ii) Impose a temporary reduction in position or classification level and/or pay (for a period of up to twelve months) which may include a written caution or warning. When this option is implemented, the Employee will be required to undertake work activities in accordance with the classification level to which they have been regressed; or

- (iii) Suspend an Employee from duty, which may include a written caution or warning, with or without pay for a maximum period of 4 weeks; or
- (iv) Dismiss an Employee.
- (e) With the exception of a termination, any Employee who has a grievance in relation to the application of this clause shall follow the Dispute Settling Procedure outlined in Clause 29 of this Agreement.

**14. Termination of Employment**

- (a) An Employee's employment (other than a casual) will be terminated with the following period of notice:

Period of service	Notice period required
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) For Employees over 45, the notice period specified in clause 14(a) above will be increased by 1 week.
- (c) In circumstances where the Employee terminates their employment, the Employee's obligations with respect to notice shall be as set out above at 14(a).
- (d) If Pacific National Coal, NSW so chooses, the Employee shall receive a payment in lieu of working the notice period.
- (e) Notwithstanding clauses 14(a) and 14(b) above, Pacific National Coal, NSW has the right to terminate an Employee's employment without notice if the Employee is guilty of serious misconduct.
- (f) A casual Employee may be terminated with the provision of one (1) day's notice.

**15. Abandonment of Employment**

Where an Employee is absent from duty for more than 5 days this shall be considered prima facie an abandonment of employment.

- (a) However prior to Pacific National Coal, NSW confirming the termination, Pacific National Coal, NSW must write to the Employee, at the last known address, advising the Employee that their employment will be terminated should the Employee fail to contact their supervisor within a further 5 days of the date of the letter.
- (b) If no response is received, Pacific National Coal, NSW shall confirm the termination.

**16. Redundancy**

- (a) A redundancy occurs in a circumstance where Pacific National Coal, NSW decides that it no longer requires the position that an Employee has been doing to be done by anyone and there is no *suitable alternative position* for the Employee. A redundancy is not triggered by the ordinary and customary turnover of labour.
- (b) For the purpose of Clause 16(a) a suitable alternative position includes, but is not limited to, the following:
  - (i) a position which is suitable given the Employee's skill base, competence and experience or is suitable after the provision of

- appropriate training and such training is offered by Pacific National Coal, NSW (or such other person) to the Employee at no cost to the Employee; and
- (ii) Attracts the same or no less favourable terms and conditions of employment overall.
- (c) Without limiting the terms of Clause 16(b) above, a suitable alternative position may be a position:
- (i) Elsewhere within Pacific National Coal, NSW's operations; or
  - (ii) With another related entity to Pacific National Coal, NSW; or
  - (iii) With an unrelated entity in circumstance where Pacific National Coal, NSW has sold all or part of its business.
- (d) Where Pacific National Coal, NSW decides that it no longer requires the position an Employee has been doing to be done by anyone, Pacific National Coal, NSW:
- (i) Shall undertake consultation, as outlined in clause 28 of this Agreement;
  - (ii) Shall explore opportunities for suitable alternative employment;
  - (iii) Shall call for expressions of interest in suitable alternative employment and/or voluntary redundancy, where appropriate, from other Employees. Pacific National Coal, NSW has the right to accept or reject expressions of interest from individual Employees.
- (e) Subject to clause 16(d)(iii), Pacific National Coal shall 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 this clause.
- (f) Selection for redundancies shall be made having regard to the following criteria:
- (i) Pacific National Coal, NSW's needs for competencies;
  - (ii) Employee qualifications;
  - (iii) Employee past work performance and experience;
  - (iv) An Employee's suitability for Pacific National Coal, NSW's future needs; and
  - (v) Any expressions of interest for voluntary redundancy.
- (g) Severance payments are payable upon termination on account of redundancy and are in addition to:
- (i) Notice or payment in lieu of notice; and
  - (ii) Payment for any accrued but untaken leave or days in lieu which are payable on termination.
- (h) Severance payments shall:
- (i) Be calculated on the Employee's Base Rate at the time of termination;
  - (ii) Be paid on a pro rata basis for part years of service. Pro rata shall be calculated to the day.
  - (iii) Comprise of a rate of payment of four weeks' pay per year of service up to a maximum of eighty weeks, calculated on the Base Rate. 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.

- (i) Where an Employee has been offered an alternative position which would require the Employee to relocate, irrespective of whether that position is suitable or otherwise, and the Employee chooses to accept the offer of employment in lieu of accepting a redundancy, Pacific National Coal, NSW shall offer to pay the Employee's relocation expenses, as set out in clause 30 to a maximum of \$30,000.00 provided however that the cost of relocation shall be no more than 75% of the cost of the redundancy.
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## **17. Annual Leave**

- (a) Employees are entitled to Annual Leave in accordance with the Act and as set out below.
  - (i) A Dayworker shall receive 4 weeks annual leave being the equivalent to 152 hours;
  - (ii) Shiftworkers shall receive 5 weeks annual leave being the equivalent to 190 hours.
- (b) An Employee's entitlement to annual leave accrues progressively during a year of service according to an Employee's ordinary hours of work, and accumulates year to year.
- (c) Annual leave loading is included in the Aggregate Penalties payment.
- (d) Annual leave is normally rostered and taken in blocks of one or more calendar weeks. Employees may request to take leave in less than one week blocks. Any such request is subject to approval by Pacific National Coal, NSW.
- (e) For all Employees, when annual leave is taken in fewer than 1 week blocks, it will be deducted from the Employee's accrual at 7.6 hours for each day of leave taken. Otherwise all annual leave will be deducted, from the Employees accrual of annual leave, at 38 hours per week.
- (f) Where a public holiday falls during a period of annual leave, Pacific National Coal, NSW will credit the Employee with an additional day of annual leave.
- (g) Leave should be taken in the year following its accrual. For this to happen, Pacific National Coal, NSW will develop rosters, in consultation with affected Employees. Employees must take leave in accordance with leave rosters.
- (h) Employees may, subject to approval by Pacific National Coal, NSW, exchange rostered blocks of annual leave with other Employees in the same position. Exchanges must not create operational constraints and must be cost neutral to Pacific National Coal, NSW. Subject to these conditions, Pacific National Coal, NSW will not unreasonably withhold approval.
- (i) 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 months. Applications to defer annual leave should be made prior to the posting of the annual leave roster and approval by Pacific National Coal, NSW is subject to the operational needs of the business.
- (j) Payment of accrued leave, including upon termination, will be made at the Total Remuneration rate.
- (k) The parties acknowledge that if, in a particular respect, the Act provides a more favourable outcome for Employees than the entitlements in this clause, then The Act prevails.
- (l) Operation stream Employees' annual leave will be on a Sunday to Saturday basis. Support Stream Employees may take any combination of 7 days based on a calendar week.

### **Cashing Out of Annual Leave**

- (n) Employees may, with the agreement of Pacific National Coal, NSW, cash out accrued annual leave as follows:
- A. Each request made by an Employee must be agreed to in writing by Pacific National Coal, NSW; and,
  - B. An Employee may only cash out accrued annual leave in excess of the equivalent of one (1) years entitlement. That is, after cashing out, an Employee must have no fewer than the equivalent of one (1) years entitlement of accrued annual leave.
  - C. The Employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.
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## **18. Public Holidays**

- (a) Due to the nature of the work performed by Pacific National Coal, NSW, 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) All Employees shall be entitled to the following public holidays without loss of pay:
- (i) New Year's Day; Good Friday; Easter Monday; Christmas Day; Boxing Day; Australia Day; Anzac Day; Queen's Birthday, Eight Hours' Day (Labour Day); and
  - (ii) Excepting Shiftworkers who shall also be entitled to, on the same basis as above, Easter Saturday; and,
  - (iii) Any other days prescribed by the relevant State or Territory e.g., Melbourne Cup Day in Victoria, Adelaide Cup Day in South Australia or Bank holiday (which shall be taken on 31 December of each year) in New South Wales. Such days however shall not include those excluded by the regulations of the Act.
- (c) Provisions for Dayworkers:
- (i) 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; 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 31 December (NSW Only) falls on a Saturday or Sunday, then the previous Friday shall be substituted as the public holiday.
  - (ii) Payment for Working on a Public Holiday:
    - A. Where a Dayworker is rostered to work on a public holiday and actually works on the public holiday, they shall receive their Base Rate plus an additional payment at the rate of 150% of their normal base hourly rate for all hours worked on the public holiday; or
    - B. A day off in lieu (DIL), where approved by Pacific National Coal, NSW, plus an additional payment of 50% of the Employee's Base Remuneration for all hours worked on the public holiday. Any DIL not taken by 30

June each year shall be paid out at the Base Remuneration.

- C. Where a Dayworker is not rostered to work on a public holiday but is required to work by Pacific National Coal, NSW, all hours worked will stand alone and will be paid at normal overtime rates, as prescribed in this Agreement.
- (iii) RDO on a Public Holiday:  
A. Where a public holiday falls on a RDO, the Employee shall receive their normal pay.
- (iv) Notwithstanding (c) above, a Day worker not rostered to work on a public holiday is able to refuse to work on a public holiday if the Pacific National Coal, NSW request to work is not reasonable or the refusal to work is reasonable.
- (d) Provisions for Shiftworkers:  
(i) Shiftworkers have compensation included in their annual cycle of hours, i.e. 1976 hours for the public holidays set out in sub clause 18(b).  
(ii) Substitution:  
A. 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.  
(iii) 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 Base Rate for all hours worked on the public holiday, or  
B. A day off in lieu (DIL), where approved by Pacific National Coal, NSW, plus an additional payment of 50% of the Employee's Base Remuneration for all hours worked on the public holiday. Any DIL not take by 30 June each year shall be paid out at the Base Remuneration.  
(iv) RDO on a Public Holiday:  
A. Where a public holiday falls on an RDO;  
1) Train Crew shall receive a credit of 7.6 hours to the (duty/cycle) hours,  
2) All other Employees shall receive a payment of 7.6 hours.  
or;  
B. In addition to A (2) above, non Train Crew:  
1) Previously covered by the Pacific National Operation Services Union Collective Agreement 2006 shall be entitled to a day off in lieu (DIL), where approved by Pacific National Coal, NSW. Any DIL not taken by 30

- June each year shall be paid out at the Total Remuneration.
- 2) Previously covered by the Pacific National Southern Coal Union Collective Agreement 2006 shall be entitled to a day off in lieu (DIL), where approved by Pacific National Coal, NSW. Any DIL not take by 30 June each year shall be paid out at the Base Remuneration.
- (e) Where a public holiday falls during a period of annual leave and/or LSL, Pacific National Coal, NSW will provide the Employee with an additional day of leave.

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## 19. Long Service Leave

- (a) Subject to clause 19(j) or (k) 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 (10) years continuous employment
- (b) Subject to clause 19(j) or (k) 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) In those states where the relevant legislation concerning Long Service Leave so allows, 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 Employees who have in excess of five (5) years service but who have not yet qualified for LSL as per clause 19(a) and/or (j) or (k), any pro rata LSL accrued for such service will be paid out. If the termination is for misconduct or disciplinary reason, no payment shall be made.
- (e) Employees will apply for long service leave and Pacific National will roster the approved 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 one (1) months prior to the expected commencement date for approval by the relevant manager. The Employee will be advised at least two (2) weeks prior to the applied commencement date. Subject to mutual agreement between an Employee and their manager, this period of notice may be reduced.
- (f) Pacific National Coal, NSW will not unreasonably withhold approval of long service leave. Where more than one application to take long service leave is 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.
- (g) Pacific National Coal, NSW can roster LSL following consultation with the Employee and/or their representative a minimum of 4 weeks notice prior to the commencement of the requirement to take the Leave.
- (h) Long service leave will be paid at the Base Rate.
- (i) Special provisions for some former National Rail Employees:  
This provision relates to Employees who were employed by PN (ACT) Ltd at 27 February 2004. For these Employees the long service leave outlined in 19(a) and clause 19(b) will be paid at the Total Remuneration.
- (j) Special provisions some former FreightCorp Employees:

This provision relates to Employees who were employed by FreightCorp as at 21 February, 2002 and who have had continuous service since that date with Pacific National Coal, NSW. These Employees have the following entitlement to long service leave in place of the provisions outlined in clause 19(a) and clause 19(a), above:

- (i) Two calendar months of paid leave after ten (10) years service;
- (ii) Fifteen (15) calendar days leave for each additional year of service beyond ten (10) years;
- (iii) All book-off days and weekends are considered part of the leave and are not paid separately;
- (iv) Long Service Leave for these Employees is paid at the Base Rate.

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**20. Personal / Carer's Leave (previously Sick Leave)**

- (a) The paid Personal / Carer's leave entitlement for a permanent full-time Employee is one hundred and fourteen (114) hours per annum, which is equivalent to fifteen (15) days at 7.6 hours per day and shall accrue at the rate of 9.5 hours per month. Any untaken leave will accumulate from year to year, without limit.
- (b) Part-time Employees will receive a pro-rata allocation of Personal / Carer's leave.
- (c) Employees are required to provide a medical certificate (or statutory declaration in circumstances where it is not practicable to obtain a medical certificate) when Personal/Carer's leave:
  - (i) Exceeds three (3) working days for all Employees other than those Employees who were previously covered by the Pacific National Northern Coal Union Collective Agreement 2006 who shall be required to produce a medical certificate or statutory declaration after two (2) working days ; or
  - (ii) If a Pacific National Coal, NSW manager doubts whether an Employee's previous absences from work are due to genuine illness or injury, the Employee may be required to provide medical certificates for every personal/carer's leave absence within a defined period of up to twelve (12) months.
- (d) Unless provided for in this clause, the operation of personal/carer's leave will be in accordance with the provisions of The Act. This includes, but is not limited to, provisions of The Act regarding:
  - (i) The method or manner required for taking personal/carer's leave; and
  - (ii) The provision of documentary evidence regarding personal/carer's leave.
- (e) All payments for Personal / Carers leave will be based on the following:
  - (i) Total Remuneration for up to seventy six (76) hours per annum;
  - (ii) Total Remuneration for continuous blocks of leave of seventy six (76) hours or more;
  - (iii) Base Remuneration for hours in excess of 76 hours per annum.
- (f) Each shift in respect of which Personal / Carer's leave has been approved will be deducted on the following basis:
  - (i) For Train Crew, each shift in respect of which Personal / Carer's leave has been approved will be deducted from the hours of work cycle at the rate of 7.6 hours per shift or rostered hours, in which case the rostered hours will be deducted from the Employee's personal carer's leave accrual. The Employee concerned will

advise his/her supervisor at the time of taking the leave as to which option shall be applied.

- (ii) For all other Employees, Personal / Carer's leave deductions will be made in accordance with the rostered hours.
- (g) If:
  - (i) An Employee has taken personal leave on the basis of an illness or injury; and
  - (ii) It is considered necessary by Pacific National Coal, NSW that the Employee attend a medical examination in respect of the illness or injury prior to returning to work,  
the Employee may be required to attend a medical examination in respect of the illness or injury, conducted by a medical practitioner nominated by Pacific National Coal, NSW. Pacific National Coal, NSW will meet the cost of examination and any travelling costs.
- (h) If an Employee becomes ill or injured whilst on annual leave, Personal / Carer's Leave shall be approved and the Employee's leave shall be re-credited.
- (i) If an Employee becomes ill while on long service leave, Personal / Carer's leave may be approved and long service leave re-credited in the following circumstances:
  - (i) Where the illness extends more than seven calendar days; and
  - (ii) The Employee has contacted their manager / supervisor within three (3) days of becoming sick; and
  - (iii) The illness is supported by a medical certificate.This provision only applies for illness. It does not apply to injuries sustained on long service leave.

#### **Medical retirement**

- (j) Where an Employee has no reasonable prospect of returning to perform the position 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, the Employee is to utilise all of the Employee's accumulated Personal/Care's sick leave prior to a medical retirement taking effect. Personal / Carer's leave does not accrue from the date the medical retirement is approved. This provision does not apply to an Employee on worker's compensation as they are not entitled to take accumulated personal / carer's leave before medical retirement.

#### **Sick Leave pending Worker's Compensation**

- (k) Employees may access accumulated personal leave whilst a claim for Worker's Compensation is being considered. Where the claim is accepted, any personal leave shall be re-credited.

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## **21. Unpaid Carers Leave**

- (a) The entitlement to Unpaid Carer's Leave will be in accordance with The Act.
- (b) An Employee is entitled to a period of up to two (2) 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, requires care or support during such a period because of:

- (i) A personal illness, or injury, of the member; or
  - (ii) An unexpected emergency affecting the member.
- (c) Unpaid carer's leave may be taken in a single unbroken period of up to two (2) days or in any separate periods as agreed between the Employee and Pacific National Coal, NSW.
- (d) Unpaid Carer's Leave is only available when an Employee has exhausted their entitlement to paid carer's leave or has no entitlement to paid carer's leave.
- (e) Notice of the taking of unpaid carer's leave is expected to be given to Pacific National Coal, NSW prior to the commencement of the Employee's shift, but where this is not possible, as early as is reasonably practicable to do so.
- (f) 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 otherwise a statutory declaration shall be adequate 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:
- (iii) A personal illness, or injury of the member; or
  - (iv) An unexpected emergency affecting the member.
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## **22. 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 provided with a minimum of two (2) days paid trauma leave. Additional days will be determined by a qualified medical practitioner after attending a compulsory medical or other counselling. The Employee will be given a choice of approved practitioners and /or counsellors. Trauma leave will be paid at Total Remuneration.

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## **23. Compassionate Leave**

- (a) Employees are entitled to 2 days Compassionate Leave per occasion. The rules for the taking of Compassionate Leave are set out in the Act and are incorporated into this Agreement.
  - (b) Notwithstanding the provisions of clause 23(a) above, paid leave of up to 5 days will be available where a death involves the Employee's spouse or partner or former spouse or child (which child will include a step, foster or adopted child) or Parent, grandparent or grandchild of either the Employee or their spouse and brothers and sister of either the Employee or their spouse.
  - (c) Compassionate leave shall be paid at the Total Remuneration.
- 

## **24. Parental Leave**

- (a) The following Parental Leave is provided to Employees who have at least twelve (12) months continuous service:
  - (i) Maternity leave: A maximum of fifty-two (52) weeks leave made up of six (6) weeks paid leave and forty-six (46) weeks unpaid leave;
  - (ii) Paternity leave: A maximum of fifty-two (52) weeks leave made up of one (1) week paid leave and fifty-one (51) weeks unpaid leave.
- (b) An Employee who resumes duty following maternity leave will be eligible for a special payment 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.

- (c) Employees are entitled to Parental Leave in accordance with the relevant provisions of The Act which, for the avoidance of doubt, includes Adoption Leave.
- (d) Where paid forms of leave, i.e. annual leave, long service leave, are taken in conjunction with Parental Leave, the total duration of leave can not exceed fifty two (52) weeks.
- (e) Paid Parental leave referred to in sub-clause (a) shall be paid at the Base Rate.

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**25. Leave Without Pay**

Pacific National Coal, NSW may approve leave without pay subject to the needs of the business and at the discretion of the Employee's manager. Periods of leave without pay shall not exceed twelve (12) months.

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**26. 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 Total Remuneration. The Employee must reimburse Pacific National Coal, NSW any monies, except for incidental payments for meals or travel, paid by the Sheriff's office, Court or other organisation for their attendance for jury service.

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**27. Special Leave**

- (a) Special leave is paid leave which enables Employees to participate in community activities, deal with public emergencies or be involved in other special situations not covered by other forms of leave provided.
- (b) Each application for leave under this provision will be assessed on its merits. Approval will be granted subject to the operational requirements of the work unit or team. Pacific National Coal, NSW will not unreasonably withhold such approval.
- (c) Pacific National Coal, NSW will provide unpaid leave for defence force reservists in accordance with the requirements set out in the Defence Reserve Service (Protection) Act 2001.
- (d) Special leave is paid at the Base Rate.

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**28. Consultation and Change**

**Consultation:**

- (a) The parties are committed to pursue all opportunities to adopt the world's best practices through modern technology and continuous improvement to all aspects of Pacific National Coal, NSW's operations.
- (b) Levels of manning, equipment and methods of operation may be varied from time to time by Pacific National Coal, NSW to reflect the need for safe work practices, improved technology, and new types of machinery or systems, customer service needs or for any other reason.
- (c) Pacific National Coal, NSW having made a definite decision that it intends to proceed with any significant change shall issue a notification, in writing, advising:
  - (i) The affected Employees, or their representatives and their union;
  - (ii) The nature of the change;
  - (iii) The reason for it;
  - (iv) The timing of it; and
  - (v) Any other relevant information.

- (d)
  - (i) Pacific National Coal, NSW shall allow the Employee, their representative and the union, an opportunity to express their view or concerns. Pacific National Coal, NSW will allow Employees, their representative and their union to actively participate in the consultative process. That is, allow for the reasonable release and payment of Employees to attend meetings and access to entitlements as provided for in this Agreement.
  - (ii) Pacific National Coal, NSW shall genuinely consult and consider any views or advice from the Employees, their representative and their union in relation to the proposed change and provide written reasons addressing concerns raised by Employees and or Employee representatives
- (e) This consultative process must be completed within a period of 14 days from the date of notification by Pacific National Coal, NSW as set out in clause (c) above, subject to the provisions of (d) being complied with. Failure to comply with the provisions of (d) will delay and or extend the 14 day period accordingly.
- (f)
  - (i) Should Pacific National Coal, NSW fail to provide the notification as required in clause (c) above Pacific National Coal, NSW shall not implement any of the proposed changes until such time that the proper notification of change has been provided and the consultation process set out in sub clause (d) has been complied with.
  - (ii) Further, where Pacific National Coal, NSW has failed to engage in **any** consultation what so ever with the affected Employees, their representative or their Union, may issue Pacific National Coal, NSW, within 7 days of the non compliance, with a notice of dispute, in writing, setting out the reasons for the dispute in the form set out in Schedule 1 of this Agreement. Upon receiving such notice of dispute Pacific National Coal, NSW will not implement the change and or cease the change should it have been already implemented.
- (g) It is agreed between the Parties that after the above notification and consultation process has satisfactorily taken place, Pacific National Coal, NSW, may implement change after a further fourteen (14) days.

**Significant Change**

- (h) For the purposes of this clause and without limiting the generality thereof, significant change includes changes in the composition, operation or size of the workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of Employees to other work or locations and the restructuring of jobs.

**Right To Conciliation**

- (i) Notwithstanding the above, once the notification has been provided or consultation has commenced in accordance with this clause, either party may notify FWA of a dispute, in accordance with clause 29, with respect of the proposed change. In such circumstances, clause 29 (b) (i) to (iv) need not be followed.

**Right to Arbitration**

- (j) Either party shall have the right to have FWA arbitrate a dispute arising under this clause in circumstance where a party has failed to follow the notification and or the consultation process outlined in clause (c) & (d) above.
  - (k) The Employees with their representatives shall have a further right to arbitrate a dispute where Pacific National Coal, NSW have introduced the change and the provisions of clause (f)(ii) have been enacted.
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## **29. Resolution of Disputes**

- (a) Employees may be represented at any stage of the Resolution of Disputes process by a representative of their choosing which representative may include a union.
- (b) Where a dispute or grievance arises between Pacific National Coal, NSW and its Employees in relation to the application of this Agreement or other workplace change, the following will occur:
  - (i) Where a person or their representative wish to lodge a dispute or grievance it must be done so in writing in the form as set out in Schedule 1 of this Agreement.
  - (ii) Where the person or their representative who lodges the dispute / grievance 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 Local Manager. This may be appropriate, even where the Local Manager was not the Pacific National Coal, NSW manager who made the decision which is subject of the dispute notice.

The Local Manager 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.
  - (iii) If the dispute / grievance remains unresolved, it may be referred to the General Manager and if the Employee(s) affected so request, a union representative for discussion.

This discussion must be concluded within 48 hours.
  - (iv) If the dispute / grievance remains unresolved, it may be referred to the Group General Manager of the relevant 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.
  - (v) If the dispute / grievance 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 / grievance. The parties may agree, at this point, to utilise mediation to resolve the dispute.
  - (vi) 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 FWA for the purpose of conciliation of the dispute. The conciliation must occur as soon as reasonably practicable.

Where a dispute / grievance is escalated to the point of involvement of either an independent mediator or the FWA in conciliation, the parties acknowledge the significance of this point

being reached. Therefore, any recommendation made by the independent mediator or FWA in an attempt to assist the parties to resolve the dispute / grievance will be treated as highly influential. Where both parties agree, they may empower the mediator or member of the FWA to resolve the matter by arbitration.

- (c) 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.
  - (d) At all times during this process work shall continue in the matter it was being preformed immediately before the dispute or grievance.
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### **30. Transfer of Existing Employees**

- (a) Pacific National Coal, NSW proposals that may require an Employee to relocate will be subject to the consultative provisions outlined in clause 28 of this Agreement. With any final decision regarding the individual Employee the relocation will be made on assessment of the individual's circumstances with regard to reasonableness.
- (b) Where a transfer instigated by Pacific National Coal, NSW requires the Employee to relocate their residence, Pacific National Coal, NSW will meet reasonable relocation expenses.
- (c) Based on individual circumstances, the following expenses will be met:
  - (i) Housing expenses
    - A. Costs associated with selling a residence at the "old" location, including Agent's commission, legal expenses, stamp duty and Bank charges.
    - B. 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).
  - (ii) Removal expenses, including removalist's fees, insurance charges and temporary storage (up to twelve months).
  - (iii) Travel expenses, including:
    - A. 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
    - B. Actual travel costs, to the limit of economy class airfares for the Employee and family during the actual relocation.
- (d) Resettlement Allowance
  - (i) 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;
  - (ii) 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
  - (iii) Employees without dependants will be reimbursed up to the value of three weeks pay, calculated on their base remuneration.
- (e) Employees who transfer at their own request will meet all costs associated with any relocation.

**30.2 New Depots Terminals and Home Base Locations, and Home Base location Closure**

- (a) Where Pacific National NSW Coal introduces new Work Locations more than 10 Kilometres from an Employees existing Home Base, e.g. the proposed Greta facility, Pacific National will not forcibly transfer any Employee or make that location a remote sign on. Where a location is closed an Employee will be offered redundancy or he/she may relocate if they so choose. Where this is the case the provisions under clause 30.1 (a) to (d) above will apply.

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**31. Temporary Transfer**

- (a) Where required by the business, Employees may be temporarily transferred to a different Home Base for a period of time.
- (b) Temporary transfers will also be used to support commercial activities affected by variable demand and traffic volumes and/or temporary staff shortages.
- (c) 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 be temporarily transferred away from their Home Base for a period of not 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.
- (d) Pacific National Coal, NSW 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 Cycle Hours. Employees who are temporarily transferred may be authorised to use their own vehicles to travel to and from the temporary location.
- (e) Reimbursement for use of private motor vehicle will be in accordance with the relevant Pacific National Coal, NSW 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 Coal, NSW policy. Employees may elect to receive the allowance in advance upon request.
- (f) 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 \$168.53 for each full day away from their Home Base. The payment of expenses is on the following basis:
  - (i) This daily rate is made up of \$20.06 for each breakfast and each lunch, \$25.20 for each dinner and \$103.21 for each bed.
  - (ii) 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
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Note : No allowance for a bed shall be paid unless a bed is reasonably required.

- (iii) 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.
- (iv) Where the actual cost 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 reasonable in the circumstances. Where Pacific National provides any meals and /or accommodation, the relevant component(s) of the expenses shall not be payable.
- (v) 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.
- (g) Where Train Crew Employees have been temporarily transferred and would be entitled to meal allowances under this clause and the barracks meal allowance set out in Part B, such Employees will only be entitled to the barracks meal allowance set out in Part B.

## 32. Salary Maintenance

- (a) **Existing Employees on Salary Maintenance**
  - (i) 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.
  - (ii) Employees who entered salary maintenance pursuant to clause 40 of the *Pacific National Northern Coal Union Collective Agreement 2006* or clause 42 of the *Pacific National Southern Coal Union Collective Agreement 2006* or clause 35 of the *Pacific National Operation Services Union Collective Agreement 2006*, will continue to receive salary maintenance on the same basis as was provided in those respective clauses.
- (b) **Employees engaged prior to 27<sup>th</sup> January 2007**  
Where an existing Employee is redeployed or reclassified to another position with a lower Total Remuneration, that Employee shall receive salary maintenance on the following basis:
  - (i) 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.
  - (ii) If the Employee is promoted during the life of this Agreement, they will be salary maintained on their Total Remuneration for a period of 12 months (and receive the annual remuneration increases prescribed in clause 40 of this Agreement before reverting to being salary maintained at the level in 32(b)(i) above.
- (c) **New Employees engaged after 27th January 2007**

Where such an Employee is redeployed or reclassified to another position with a lower Total Remuneration, that Employee shall receive salary maintenance on the following basis:

- (i) The Employee will receive the Total Remuneration applicable to their former position for a period of twelve months (and receive the increases prescribed in clause 40 of this Agreement during this period.
  - (ii) At the conclusion of the twelve month period, the Employee will revert to and be paid the applicable Total Remuneration for the position they are actually occupying.
- (d) **Reasonable Alternative Offers**
- (i) 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.
  - (ii) 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.
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### **33. Uniforms**

- (a) Pacific National Coal, NSW will provide Employees with uniforms and, where required, protective clothing or equipment.
  - (b) Pacific National Coal, NSW will replace uniforms, protective clothing and equipment on a "fair wear and tear" basis.
  - (c) If Pacific National Coal, NSW intends to make significant changes to uniforms, protective clothing and equipment issued under this clause, it will undertake consultation in accordance with the provisions outlined in clause 28 of this Agreement.
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### **34. Representatives**

- (a) Pacific National Coal, NSW recognises workplace delegates who are authorised by the Union and will permit such delegates to perform their role without discrimination. This clause is subject to the delegates concerned continuing to act in accordance with their contract of employment and the terms and conditions of this Agreement.
- (b) It is further recognised that workplace delegates represent union members at the workplace and will be allowed reasonable time to attend to any work related matters, without limitation, on behalf of union members but must advise their supervisor prior to attending to any such matters.
- (c) Pacific National will allow workplace delegates reasonable access to telephone, facsimile, photocopying and email services, where available and provided, for the purpose of carrying out their role. The use of resources by a workplace delegates will be subject to the delegate complying with the prevailing company policy provisions (which shall not impose unreasonable restriction on the operation of this sub clause) and the specific directions of the site manager.
- (d) Workplace Delegates will be entitled to reasonable unpaid time off to attend union meetings, congresses and conferences, subject to operational constraints. Workplace delegates seeking such leave are required to give

fourteen (14) days notice and Pacific National will not unreasonably refuse to approve such leave.

- (e) Pacific National will provide a lockable notice case to be used by workplace delegates for posting formal Union notices signed off by the delegates and or Union official. All material posted must be authorised by the relevant Union.
- (f) Special paid leave, at base ordinary hours, will be granted to Employees of Pacific National who are elected through the Australian Electoral Commission as delegates of their Union to attend their Union's National Council; National Executive; Branch Council; Branch Executive and; Divisional Committee meetings, or their equivalent.  
To be eligible for special paid leave, the Employee:
  - (i) Is required to apply for leave at least four (4) weeks prior to the meeting;
  - (ii) Is required to provide documentary evidence, signed by the appropriate authorized Officer of the union, that they are an elected delegate of the union and are required by the union to attend the meeting. This documentation must also include the duration of the meeting.

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### **35. Workplace Relations Training**

- (a) Workplace relations training is specifically targeted at maintaining harmonious workplace relations between Pacific National Coal, NSW and its Employees.
- (b) Unions will identify training course content and ensure that all training is delivered by appropriately qualified trainers. Unions will fund all cost associated with the development and delivery of workplace relations training programmes.
- (c) Pacific National Coal, NSW will allow a maximum of 2000 hours in total per year for such training. For the avoidance of doubt, the reference to 2000 hours is not for each Pacific National Coal, NSW business but rather the total across all Pacific National businesses.

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### **36. Individual Flexibility Arrangement**

- (a) Notwithstanding any of the other provisions in this Agreement, Pacific National Coal, NSW and an individual Employee may agree to vary the application of terms of this Agreement to meet the genuine individual needs of Pacific National Coal, NSW and the individual Employee. The terms of the Agreement Pacific National Coal, NSW and the individual Employee may agree to vary are those concerning:
  - (i) Arrangements for when work is performed;
  - (ii) Overtime rates; and
  - (iii) Penalty rates.
- (b) Pacific National Coal, NSW and the individual Employee must have genuinely made the agreement under clause 36(a) without coercion or duress.
- (c) The agreement between Pacific National Coal, NSW and the individual Employee under clause 36(a) must result in the Employee being better off overall than the Employee would have been if no individual flexibility agreement had been agreed to.
- (d) The agreement between Pacific National Coal, NSW and the individual Employee pursuant to clause 36(a) must also:
  - (i) Be in writing, name the parties to the agreement, be signed by Pacific National Coal, NSW and the individual Employee and, if

- the Employee is under 18 years of age, the Employee's parent or guardian;
- (ii) State the date the agreement commences to operate;
  - (iii) State each term of this Agreement that Pacific National Coal, NSW and the Employee have agreed to vary;
  - (iv) Detail how this Agreement has been varied; and
  - (v) Detail how the arrangement meets the Better Off Overall Test (BOOT).
- (e) Pacific National Coal, NSW must give the individual Employee a copy of the agreement within 14 days.
  - (f) Except as provided in clause 36(d)(i), the Agreement must not require the approval or consent of a person other than Pacific National Coal, NSW and the individual Employee.
  - (g) Any agreement made pursuant to clause 36 may be terminated:
    - (i) By Pacific National Coal, NSW or the individual Employee by giving four weeks' notice of termination, in writing, to the other party; or
    - (ii) At any time, by written agreement between Pacific National Coal, NSW and the individual Employee.
  - (h) The right to make an agreement pursuant to this clause 36 is in addition to, and is not intended to otherwise affect, any provision for an agreement between Pacific National Coal, NSW and an individual Employee contained in any other term of this Agreement.
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### **37. Health and safety**

- (a) The parties to this Agreement share an ongoing commitment to ensure and to promote the health, safety and welfare of all Employees, via the formation of occupational health and safety committees and nothing in this Agreement shall be designed or applied in ways that reduce or diminish this objective.
  - (b) Pacific National Coal, NSW allows any form of legislative consultation concerning health and safety to occur. In addition, Pacific National Coal, NSW provides a consultation structure through site SHE committees from which information is communicated to and from the business division.
  - (c) The aim of the SHE committee is to improve safety, health and environment at work by assisting with the development and implementation of risk management systems and processes, through direct Employee/classification based representation on the committee.
  - (d) 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 systems and processes to ensure that both its statutory obligations and the objectives of this Agreement are met.
  - (e) Employees must ensure that they perform their jobs safely with a duty of care to themselves and to other Employees.  
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.
- 

### **38. Medical Assessments**

- (a) 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).
- (b) The Determination occurs when a qualified health professional, in satisfaction of the National Standard, has determined that the Employee is either:
- (i) Fit for Duty;
  - (ii) Fit for Duty subject to Review;
  - (iii) Fit for Duty subject to Job Modification;
  - (iv) Temporarily Unfit for Duty Subject to Review; or
  - (v) Permanently Unfit for Duty.
- (c) 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 – i.e., 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 suitably qualified 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:
- (i) Reimburse the Employee for the medical costs incurred as a result of the referral; and
  - (ii) 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.
- (d) The above provisions do not exclude any obligations arising under the applicable Worker's Compensation legislation.
- (e) Payment for Pathology Blood Testing
- (i) 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;
  - (ii) 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 and the hours/time taken to participate in the test shall be included within the rostered shift limit;
  - (iii) 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 to their cycle hours. Where cycle hours do not apply, an Employee will be entitled to 2 hours of ordinary pay;
  - (iv) 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.

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## **39. Payment of Wages**

### **39.1 Wage/Salary Payments**

- (a) Wage/salary payments will be made by Electronic Funds Transfer (EFT) on a fortnightly basis in arrears.  
Where stand alone payments are due, these will be made by Electronic Funds Transfer (EFT) on a fortnightly basis in arrears. Overtime incurred in the circumstances outlined in this Agreement will be paid in the following pay period.
  - (b) 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.
  - (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. Pacific National has the right to deduct any overpayment of monies from the Employee's final payment.
  - (d) Pacific National Coal, NSW will ensure that Employee's pay dockets will be provided in accordance with the Act.
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## **40. Wage Increase**

### **40.1 All Employees (Excluding Employees referred to in clause 40.2)**

- (a) Wage Increases for all classifications:
  - (i) 1/7/09 – 3%
  - (ii) 1/7/10 – 5%
  - (iii) 1/7/11 – 5%

### **40.2 Train Crew Employees**

- (a) All Employees who were previously classified as level 12 in accordance with the PN Northern Coal Union Collective Agreement 2006 and the PN Southern Coal Union Collective Agreement 2006 shall, as set out in clause 45.2 of this Agreement, at the commencement of this Agreement be classified as a Driver Level 5 classification and shall, at the commencement of this Agreement, receive the following increases:
  - (i) 1/7/09 – 3%
  - (ii) 1/7/10 – 5%
  - (iii) 1/1/11 – 1.9% (transition to Classification 6 in payment and task)
  - (iv) 1/7/11 – 5%
  - (v) 1/1/12 – 1.9% (at this point the pay rate aligns to Classification 6)

### **40.3 Performance Incentive**

- (a) In addition to the increase set out in 40.1 and 40.2, the following increases are available to all Employees under the Performance Incentive Program:
  - (i) Year 2 – 1%
  - (ii) Year 3 – 1%

### **40.4 The Performance Target**

- (a) The Performance Incentive Program is targeting an annual fuel reduction measured as "Litres per thousand NTK's" (Net Tonne Kilometres)
- (b) The Base Year (2009/10) Target is calculated by dividing the total Litres of diesel used by the NSW coal fleet during the financial year 2009/10 by the total NTK's for that year

- (c) Performance against the Target will be monitored and reported on a monthly basis. Each depot will post on the noticeboard at the end of each month the performance for a rolling 12 month period
- (d) Where there is a dispute regarding the calculation of the target achieved, Pacific National Coal NSW and RTBU shall jointly appoint an independent auditor to review the calculations for accuracy at the end of each year at a cost to be shared between PN and the RTBU. In this circumstance, clause 29 shall not apply.
- (e) Pacific National Coal NSW will establish a Fuel Reduction Committee, comprising Employee and Management representatives from across the NSW Coal business to develop and implement an action plan to achieve ongoing fuel savings
- (f) The Target is a state-wide target that applies to all depots and their Employees.
- (g) The base position will be the Litres per thousand NTK for the 2009/10 financial year, referred to as the Base. The targeted fuel reduction will then be:
  - (i) Year 2 of EA: Base Year minus 3% = Target
  - (ii) Year 3 of EA: Base Year minus 6% = Target
- (h) If in the event that in Year 2 above, base minus 6% is achieved, the 1% in Year 3 will be paid only if the reduction is maintained for that year.

#### **40.5 Payment**

- (a) Payments will be annually in arrears, based on whether the Target has been achieved for the year.
- (b) If the Target is achieved, then each Employees earnings for the year (wages, applicable allowances, overtime) will be calculated and an amount equivalent to 1% of that year's earnings will be paid
- (c) Based on achieving the Target, payment will be made by the end of July in 2011 and in April 2012, based on nine months of fuel usage data in that year
- (d) The total Performance Incentive Payment available to Employees is 1% per annum, applied retrospectively for the Target year.
- (e) On achieving the Target at the end of the year the Employee's base remuneration will be increased by 1%

#### **40.6 Eligibility**

- (a) All Employees working directly under the NSW Coal Operations Enterprise Agreement are eligible for the incentive payment
- (b) Employees who have ceased employment with the company prior to the completion of the year of performance will not be eligible to receive the incentive payment
- (c) Employees whose employment has been terminated due to disciplinary reasons prior to the payment of any performance incentive payment will not be eligible to receive the incentive payment

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### **41. Internal Transfer of Work**

- (a) The Parties acknowledge that a "transfer of work" as described with in the Act is not dealt with under this clause.
- (b) The Parties acknowledge that Pacific National Coal, NSW may, from time to time, reorganise and restructure its business units.
- (c) If an Employee or group of Employee's is permanently transferred to another business unit (including a unit that is created after the commencement of this Agreement) at the sole instigation of Pacific National

Coal, NSW following a reorganisation or restructure of business units, the terms and conditions of the Employee shall be governed by the agreement which is applicable to that business unit subject to the following and subject to law:

- (i) If the Employee's classification or level does not exist in the proposed agreement, then the Employee(s) will transfer to a similar classification within the agreement and salary maintenance shall apply;
  - (ii) Employees shall retain their superannuation (where possible), long service leave, picnic days and travel pass entitlements (where such existed), but only where such entitlements are more beneficial to the Employee(s).
- (d) If no agreement covers the new business unit, then this Agreement will prevail (subject to law) until such time as an agreement for the new business unit has been approved by FWA.

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**42. Picnic Day - Former Freightcorp Employees Only**

- (a) This clause shall only apply to current Employees of Pacific National Coal, NSW who are employed on a full time or part time basis and were employed by FreightCorp (the "Former Employer") as at 21 February 2002 and have had continuous service with Pacific National Coal, NSW from that date.
- (b) For the purposes of this clause, one Picnic Day shall be organized between 1 December and 31 January in a 12 month cycle.
- (c) Further to clause 42(b) above, to be eligible to receive the Picnic day, an Employee must purchase a Picnic day ticket from the Picnic Day committee and attend the picnic.
- (d) An Employee who attends the Picnic day in accordance with this clause shall have their rostered hours credited to their Duty (roster) Cycle.
- (e) An Employee who has purchased a Picnic day ticket but has been rostered to work and is required to work on the same day as the Picnic Day falls due shall have the actual time worked credited towards their Duty (roster) Cycle. In addition, the Employee may choose to either receive payment for 7.6 hours at the single time rate of pay, or, if agreed with their manager/supervisor, take 7.6 hours off in lieu at another time. In this case, the 7.6 hours off must be taken within the Employee's same Duty (roster) Cycle as the picnic day occurred.

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**43. Travel Passes – Former FreightCorp Employees Only**

- (a) Subject to sub-clause 43(c) and 43(d), a Pacific National Coal, NSW Employee who at the time of the sale of FreightCorp, (21 February, 2002) had an entitlement to an Employee travel pass will retain that entitlement. For the avoidance of doubt, it is intended that Employees will be entitled to the same travel pass benefits, including holiday and interstate travel passes that were in place for FreightCorp Employees at the time of the sale.
- (b) An Employee's prior service with FreightCorp will be taken into account in determining entitlements under this provision.
- (c) The Clause does not apply to any Employee who chose to relinquish their travel pass entitlements in return for a payment at the time of the sale of FreightCorp. However, Employees who "cashed out" and relinquished their travel pass entitlements in conjunction with the sale of FreightCorp will continue to be eligible for a Gold Pass, subject to the normal length of service requirements.
- (d) The Clause does not apply to any Employee who has or who may choose to relinquish their travel pass entitlements in return for a payment at any other

time. In this circumstance, all travel pass entitlements will be extinguished following the decision to “cash out” the travel pass entitlement, including any future entitlement to a Gold Pass.

- (e) For clarification purposes Employee entitlements are detailed in Pacific National Human Resources Policy number ten (010) revision number two (02) Dated August 2003. The position referred to as “FreightCorp Officer Level 3 Division One”, is any position above level 2.4 of the Support Classification Structure detailed elsewhere in this Agreement.

## **Part B – Operations (Clauses 44-61)**

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### **44. Scope**

This Part B shall be read in conjunction with Part A and together shall form the entire Agreement and shall only apply to Employees engaged in the classifications and to perform the functions as described in clause 45 below.

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### **45. Classifications and pay levels**

#### **45.1 Classification Principles**

The classification structure will operate in accordance with the following principles:

- (a) Positions will be defined in terms of their primary accountabilities or main functions.
- (b) Classification of a position will be made on the basis of matching the primary accountabilities or main functions with the appropriate level of the classification structure.
- (c) On this basis, Employees will be classified at a level within the classification structure that is commensurate with the primary accountabilities or main functions of the position undertaken.
- (d) Employees will remain in their classification unless there is a major and substantial change in the work undertaken and/or accountabilities.
- (e) As directed by Pacific National, an Employee will be required to perform any skill they are competent and qualified to perform within their current classification or lower classification levels.
- (f) Classifications are based on primary accountabilities or main functions used in the position rather than skills possessed by the Employee.
- (g) To allow for the design of positions and the performance of activities and tasks based on assessment of what is safe, efficient and logical, and for which the Employee has been trained and has current and demonstrated competency.
- (h) Flexibility that allows Pacific National, or a section of Pacific National, to change the way work is organised and/or the way positions are designed, as required by business or commercial demands.
- (i) The Transport and Logistics Industry Training package and the associated competency standards will form the basis of Pacific National Coal's training and development system. In addition specific route and locomotive knowledge and skills will also be included. Certificates or other relevant qualifications will be issued to Employees upon satisfying the requirements of the specified competency standards. Upon receiving the qualifications, Employees will be aligned to the commensurate level within the classification structure.

#### **45.2 Transition arrangements**

- (a) On commencement of this Agreement, Employees previously classified at:
  - (i) Driver level 3 and 4 will align to level 1 in the driver career stream.
  - (ii) Driver level 7 will align to level 2 in the driver career stream.
  - (iii) Driver level 9 will align to level 3 in the driver career stream.
  - (iv) Driver level 11 will align to level 4 in the driver career stream.
  - (v) Driver level 12 will align to level 5 in the driver career stream.
  - (vi) Driver level 14 will align to level 6 in the driver career stream.
  - (vii) Driver Mentor level 16 will align to level 7 in the driver career stream.
  - (viii) Driver Trainer and Team Leader level 17 will align to level 8 in the driver career stream.

- (ix) Terminal Operator level 9 will be aligned to level 1 of the Terminal Operator Classification Structure at clause 45.6 and may elect to progress to the driving stream from this classification.
- (x) Terminal Operator Trainer level 12 will align to level 3 in the Terminal Operator career stream.

**45.3 Recognition of Current Competency**

- (a) Employees who are engaged and have had previous experience and knowledge in the position which they are engaged in will be assessed to determine the appropriate level to which the Employee should be appointed to within the classification structure. Internal transfers from within the Asciano group of companies will be appointed to the same classification level that they currently hold competency for while they receive the appropriate training, instruction or skills development to enable qualification at that level.
- (b) Where an Employee is assessed not to be competent at the level to which they have been aligned within the classification structure, they shall receive the appropriate training, instruction or other skills development to enable qualification or acquisition of the identified competencies. During such time they shall retain their current classification and pay level.
- (c) Any existing Employees aligned to the new classification structure shall be salary maintained, and have their wages and conditions adjusted in accordance with this Agreement.
- (d) Pacific National will determine the requirement for Terminal Operators on a business case basis and from time to time will employ people specifically in this position or call for expressions of interest from the existing workforce.

**45.4 Classification Structure and Pay Levels**

- (a) Pacific National Employees covered by this Agreement shall be employed in any of the classifications as set out below which operates in accordance with the following principles:
  - (i) A trainee will commence under the classification of Trainee Level 1, and progress through to Assistant Driver Level 5 within a nominal 2 year period or as assessed as competent within the relevant qualifications at each level. On satisfactory completion of the competency requirements or at the end of the nominal 2 year period the Employee will be a qualified mainline driver and will be undertaking all driver accountabilities on the mainline operation and in the terminal. There may be extenuating individual circumstances that prohibit an Employee from progressing to a higher classification level.
  - (ii) Employees may also apply, based on merit, for positions in other classification structures e.g. Support Classification Structure outlined in Part C.
- (b) Pacific National Coal, NSW Employees covered by this Agreement shall be employed in any of the classifications as set out below:

**45.5 Driver Classification Structure**

Classification Pay Level	Classification Title	Classification Description	Annual Base As at 30 June 2009
1	Trainee	An entry level Employee engaged in a locomotive trainee driver position who is completing classroom based training and can perform various duties as	\$45,423.09

Classification Pay Level	Classification Title	Classification Description	Annual Base As at 30 June 2009
		required. Automatic progression to Level 2 – on Assessment.	
2	Second Person	An Employee engaged to perform the position of 2nd person during train operations. This Employee will also be competent to carry out shunting operations, marshalling and roll-by, as required. Automatic progression to Level 3 – on Assessment (Pt Kembla). Automatic progression to Level 4 – on Assessment (Hunter Valley). Automatic progression to Level 4 – on Assessment (Lithgow, Mudgee, Antiene).	\$49,096.35
3	Second Person 2	This level is applicable to Pt Kembla trainee locomotive drivers only who are employed during the life of this Agreement. Tasks include that of a Terminal Operator level 1 as outlined in the Terminal Operator classification structure in addition to the tasks outlined at level 2 above. Automatic progression to level 5 - on assessment	\$52,527.13
4	Terminal Driver	A Driver who is qualified and required to perform driver duties, including DOO, FX1s and marshalling duties within a Terminal/Yard environment. In this classification, the Employee will also operate as a 2 <sup>nd</sup> Person as part of a Train Crew on the main line. Within their level of competency, in this position, the Terminal Driver may also be required to assist other Employees in skills transfer. While learning a mainline route, the driver will transfer to the mainline roster. On successful completion of assessment of one (1) mainline route they will transfer permanently to that roster. Automatic progression to Level 5 – on Assessment of one (1) mainline route as a driver. (Antiene to progress to Level 6)	\$55,782.51
5	Assistant Driver	A Driver qualified to perform tasks on mainline operations and can operate as part of a two (2) person crew on the mainline, and perform 4 Person Push/Pull functions and Terminal DOO operation. Within their level of competency, in this position, the driver may also be required to assist other Employees in skills transfer. Automatic progression to Level 6 – on assessment of an additional route.	\$57,995.76
6	Driver	A Driver qualified to perform tasks on mainline operations and can operate as part of a two (2) person crew on the mainline and perform 3 Person Push/Pull	\$60,203.84

Classification Pay Level	Classification Title	Classification Description	Annual Base As at 30 June 2009
		<p>functions.</p> <p>Within their level of competency, in this position, the driver may also be required to assist other Employees in skills transfer.</p> <p>Merit Selection to higher positions.</p>	
7	Mentor Driver	<p>A Driver required to perform such tasks shall be selected by Pacific National to perform duties in accordance with the company's Mentor Program. In this role, the Driver will mentor second persons and other Drivers with respect to various aspects of a Driver's duties in readiness for assessment. The Driver will have a superior road knowledge base and be willing to engage in special duties associated with depot operations. This level will be paid as higher duties for shifts when Drivers are performing the tasks of a Mentor Driver. Merit Selection to higher positions. Current Mentor Drivers located at Pt Kembla and Lithgow will maintain their current position and remuneration at this level.</p>	\$62,656.98
8	<p>Driver Trainer</p> <p>Team Leader</p> <p>Driver Only Mainline</p>	<p>This position undertakes formal training and re-certification activities associated with maintaining locomotive driver competence and accreditation. As a Team Leader this position is accountable for planning and organizing activities, usually on a shift basis.</p> <p>This level will be paid as higher class duties for shifts when qualified drivers are undertaking driver accountabilities on Mainline operations. In the event that an Employee undertakes 75% mainline DOO they will be paid at this classification level on a permanent basis. In the event that 75% of working at a depot is mainline DOO, Employees at that depot will be paid at this classification level on a permanent basis.</p>	\$65,175.90

#### 45.6 Terminal Operator Classification

Classification Pay Level	Classification Title	Classification Description	Annual Base As at 30 June 2009
1	Terminal Operator	<p>Terminal operators at this level are accountable for and spend the majority of their time undertaking activities that are directed at three major work areas. Terminal Operators may move to the driving stream from this classification.</p> <p>Merit selection to higher positions</p>	\$52,527.13

Classification Pay Level	Classification Title	Classification Description	Annual Base As at 30 June 2009
2	Mentor Terminal Operator	A Terminal Operator required to perform such tasks shall be selected by Pacific National to perform duties in accordance with the company's Mentor Program. In this role, the Terminal Operator will mentor new Employees with respect to various aspects of a Driver's duties in readiness for assessment. The Terminal Operator will have superior skills and be willing to engage in special duties associated with depot operations. This level will be paid as higher duties for shifts when Terminal Operators are performing the tasks of a Mentor.	\$55,782.51
3	Trainer Terminal Operator	This position undertakes formal training and re-certification activities associated with maintaining Terminal Operator competence and accreditation.	\$57,995.76

#### 46. Training

All level 1 Employees will undergo training at the Hunter Bulk Terminal on the following basis:

- (a) Employees will work day work from Monday to Friday.
- (b) Employees will receive an allowance for meals and will be compensated for use of their private motor vehicle as outlined in Part A Clause 31 Temporary Transfer while away from their usual place of residence.
- (c) Employees will stay at hotel accommodation from Monday to Friday booked and funded by Pacific National and return to their usual place of residence on the weekends. The hotel booking will be consistent with the Asciano Travel policy dated 5 February 2010.

#### 47. Management of Hours of Work

##### 47.1 Duty Cycles

- (a) The ordinary hours of work for Train Crew, as described in clause 9, will be managed in thirteen (13) cycles each of which will be four (4) weeks in duration (the "Duty Cycle").
- (b) Each Employee will be required to work 152 hours in each duty Cycle.

##### 47.2 Terminal Operators

- (a) The ordinary hours of work for Terminal Operators, as described in clause 9, will be allocated to average 38 hours per week. Pacific National NSW Coal may also develop rosters where average hours exceed 38 per week. Where this is the case overtime payments will be made in accordance with provisions outlined below in sub clause (b).
- (b) Overtime is defined as:
  - (i) Total hours worked in excess of the average of 38 hours per week over the Roster Cycle; or
  - (ii) Hours worked in excess of the ordinary rostered shift length; or
  - (iii) Ordinary hours worked in the excess of the hours of the total hours set out in clause 9; or
  - (iv) Hours worked on an RDO.

- (c) Overtime shall be paid at the rate of 1.5 for the first 3 hours and double time thereafter, except for overtime worked on a Sunday where the penalty multiplier is 2 for all hours worked.

## 48. Remuneration

### 48.1 Entitlement

- (a) Employees covered by this Agreement shall be entitled to:
- (i) The Base Rate as set out in Clause 45 of this Agreement for the applicable classification;
  - (i) The Aggregate allowance as set out in sub clause 48.2; and
  - (ii) The Aggregate Penalties as set out in sub clause 48.3.

### 48.2 Aggregate Allowance

- (a) The following allowances will apply:
- (i) Locomotive Driver Stream - 9.5%
  - (ii) Terminal Operators Stream - 2.75%

### 48.3 Aggregate Penalty Multiplier

- (a) The Aggregate Penalties are paid in lieu of the following: shift work; weekend work; annual leave loading; monetary allowances for expenses incurred in the course of employment; monetary allowances for responsibilities or skills; monetary allowances for disabilities associated with the performance of particular tasks; monetary allowances for work in particular conditions or locations; loadings for working shift work; and any other penalty rates, including weekend penalties.
- (b) Employees shall be entitled to multiples of the Aggregate Penalties (the Aggregate Penalty Multiplier - APM) as follows:

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	Insert No. of Hours	1.00	Multiply No. of Hours by Shift Multiplier
Afternoon/Night Shift Hours See Note 2	Insert No. of Hours	1.18	Multiply No. of Hours by Shift Multiplier
Saturday Shift Hours	Insert No. of Hours	1.50	Multiply No. of Hours by Shift Multiplier
Sunday Shift Hours	Insert No. of Hours	2.00	Multiply No. of Hours by Shift Multiplier

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.

- (c) The resultant APM factor will be applied to the Base Remuneration, for actual hours worked, for each Employee resulting in an annual quantum of APM. The resultant quantum of APM will be paid in equal instalments each pay period, irrespective of the actual hours worked by the Employee in the pay period. The APM is not applied to payments for overtime.

- (d) 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.

**48.4 Overtime (Train Crew only)**

- (a) All hours worked on an RDO will attract a penalty rate of 1.7.  
(b) All overtime payments shall stand alone and not be calculated in Duty Cycle Hours.  
(c) Where hours are worked in excess of the Duty Cycle hours of 152. Where the total is less than 168 hours the penalty rate multiplier for all overtime hours shall be 1.7.  
(d) Notwithstanding (a) above, where the total hours exceed 168 hours the penalty rate multiplier shall be 2.0 for overtime hours beyond 168.  
(e) All overtime penalties are applied to Base Remuneration.

**48.5 Annual Overtime**

- (a) Employees who were entitled to annual over time pursuant to clause 19 of the *Pacific National Northern Coal Union Collective Agreement 2006* will have any applicable over time payments calculated as at the time of certification of this Agreement paid out.

**48.6 Coal Bonus**

- (a) Employees who were permanent full-time Train Crew and attached to the crew depots at Hunter Valley and at Mudgee as at 27 February 2004 and who were, as at 26 February 2004, receiving an aggregate payment for Train Crew, as detailed in the Freight Rail Corporation Enterprise Agreement 3 2001, will receive in addition to the payments outlined above an allowance of \$10,500 pa and \$5,000 pa respectively. This allowance will be paid in fortnightly instalments.  
(b) The Employees outlined in clause 48.5(a) will continue to receive this payment:  
(i) while they remain as Train Crew Employees at the Hunter Valley depot or Mudgee Depot.  
(ii) if they are forced to relocate to another depot.  
(c) No new Employees or Employees moving to these depots from other depots, including movements of Train Crew Employees from Mudgee depot to Hunter Valley depot or vice versa, or Employees from other classification streams, e.g. terminal operators, who move into Train Crewing positions at Hunter Valley depot or Mudgee depot, have an entitlement to these payments.

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**49. Home Base and Sign On/Sign Off Provisions**

**49.1 Home Base and Sign on/off Locations**

Upon commencing employment, an Employee shall be allocated to a Home Base.

- (a) For the purposes of this clause the Home Base for Employees at the time of the certification of this Agreement shall be that location, depot, terminal or office where they generally commence and finish work.  
(b) Sign on and sign off points within a Home Base may be varied by Pacific National NSW Coal following consultation with the affected Employees and their Union and providing clauses 49.2 and 49.3 are met.  
(c) Established Home Bases at Certification  
(i) Hunter Bulk Terminal  
(ii) Antiene  
(iii) Mudgee

- (iv) Lithgow
- (v) Pt. Kembla (Inner Harbour)
- (vi) BHP Billiton
- (d) Remote Sign on/Sign off Locations at Certification
  - (i) For Hunter Bulk Terminal - Kooragang
  - (ii) For Antiene – Newdell
  - (iii) For BHP Billiton – Port Kembla (Inner Harbour)

**49.2 Minimum requirements for Sign on / Sign Off Locations**

- (a) Sign On Sign Off locations will contain the following as a minimum requirement for establishment and recognition of a sign on/sign off point:
  - (i) Secure car parking;
  - (ii) Amenities including a meal room (to include at least a refrigerator, toaster, cooker, microwave, kettle, and drinkable water);
  - (iii) secure lockers;
  - (iv) showers, toilets;
  - (v) air conditioning and heating;
  - (vi) Communications such as telephones and radios, emails where required;
  - (vii) Hard copies of any relevant Operational documentation and provisions for accessing those documents;
  - (viii) Provision for the transport of any safety or maintenance equipment; and
  - (ix) Lockable Union Notice Board.

**49.3 Standards for Establishing and Maintaining a Home Base**

The Australian Standards AS 1668.2 - 2002 and NSW Work cover Guidelines will be used to assist management in determining appropriate offices and amenities, and in turn ensuring welfare for Employees in the workplace when establishing and maintaining a Home Base / sign on/off point.

**49.4 Excess Travel**

- (a) Employees are not entitled to compensation for travel between their Home Base and remote sign on location as outlined in clause 49.1 (d).
- (b) A Home Base will have a ten (10) kilometre radius exclusion zone which within that zone no excess travel payments will be made.
- (c) Out side that zone payments will be made as per the clause 61 Employee Travel, minus the ten (10) kilometres.

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**50. Meal Breaks**

- (a) All Employees shall have a paid meal break of 30 minutes taken before the completion of the sixth hour of work at such times as will not interfere with the efficient running of the business including the operation of the network.
- (b) Where Employees are required to work shifts in excess of ten (10) hours duration, the Employee shall be entitled to an additional twenty (20) minute paid rest break to be taken at a time that will not interfere with the efficient running of the business including the operation of the network.
- (c) Where an Employee is rostered to perform DOO working, they shall be entitled to a paid break of no less than thirty (30) minutes, taken between the third and the fifth hour as arranged between the driver and the train controller to ensure the efficient operation of the network.

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**51. Rostering Principles (Train Crew)**

**51.1 Master Rosters**

A Master Roster shall be exhibited primarily for the purpose of indicating rostered days off (RDOs), all known and Forecast Work in the depot, the required number of lines to be filled by the depot and to meet the operational requirements of the business

having regard to fatigue principles. The actual work performed by an Employee shall be as that set out in the Working Roster described in clause 51.2.

Pacific National Coal, NSW will maximise the amount of Forecast Working, where business and operational requirements make it practical to do so.

### **51.2 Working Roster**

- (a) All Employees will be allocated to a Permanent Line and will rotate through lines in their roster.
- (b) As far as practicable, hours are to be equalised out over the hours of Duty Cycle.
- (c) Pacific National NSW Coal, in consultation with the local rostering committee (where formed), will develop and modify rosters consistent with operational requirements.
- (d) For Forecast Roster Working the completed Working Roster will be posted no later than 16:00 at the normal sign on location, showing allocation of work, sign on times and shift length at least nine (9) days in advance of the Sunday on which the roster is to commence.
- (e) For Blank Line Working the completed Working Roster will be available and posted to confirm the allocation of work, sign on time and details of any Barracks Working by no later than 1600 hours each day. The Working Roster will contain advice for at least the following shift/s up to 0600 hours the subsequent day i.e. 30 hours of advice.
- (f) Fatigue scores the equivalent of 80 or greater will be exhibited next to the Working Roster each day. This will show the Employee's name, the score that will be reached after the completion of the next shift and how that score will be mitigated.
- (g) The working arrangements for blank line rosters shall be defined by the relevant shift limit for each crew configuration and a requirement that the crew report for further duties should they complete their assigned task before they are eight (8) hours on duty. To avoid confusion this eight hour time frame is to include travel and sign-off times.
- (h) As a fatigue management principle the parties agree that the sign on times for the travel portion of a travel Passenger for rest shifts will be, where practical, limited to occur between the hours of 14:00 and 23:00.
- (i) As far as possible rostering will be done on a "first off - first on" basis keeping in mind fatigue and qualification principles.

### **51.3 Roster Development and Changes**

- (a) **Roster Development**
  - (i) Pacific National Coal, NSW will develop and modify rosters consistent with operational requirements.
  - (ii) In developing Rosters, Pacific National NSW Coal must take into account the following:
    - A. Family, social and work commitments;
    - B. Occupational Health and Safety and specifically Fatigue management principles;
    - C. Maintenance of qualifications;
    - D. Quality of work;
    - E. Relevant conditions of employment;
    - F. Duty of care obligations;
    - G. Optimal staff productivity; and
    - H. Fair working for the Employees.

- (iii) Rosters may be developed to include Forecast working, Blank Line working or both. Depot Specific roster arrangements are detailed in Attachment 1 of this Agreement.

#### **51.4 Roster Changes**

- (a) Master Roster
  - (i) Where a change to a Master Roster is proposed, consultation will commence at least twenty eight (28) days prior to the intended implementation date of the new Roster. Following consultation, the final Master Roster is to be posted 14 days in advance of its introduction.
  - (ii) From time to time because of operational requirements there may arise a need to change the current roster. When this occurs Pacific National Coal, NSW in consultation with the Local Rostering Committee will develop the roster. There will be only three (3) such changes to the roster per calendar year. This can be extended to no more than four (4) with the agreement of the affected Employees.
- (b) Working Roster
  - (i) With the exception of lay back adjustments, where a Working Roster is posted and a subsequent change is required, the following will apply:
    - A. The sign on for any new or altered work must be within the lay back thresholds, when applied to the original shift; and
    - B. Alternative or new work may be provided, where possible.
    - C. If no new or alternative work is available, i.e. the shift is cancelled, and at least 3 hours notice is not provided, the Employee will have six (6) hours credited against their hours of work.

#### **51.5 Roster Suspension (Forecast working only)**

- (a) 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. In these circumstances, time actually worked will be used to determine overtime.
- (b) Roster suspension may apply up to seven (7) days beyond which an interim roster will apply until normal operations resume.
- (c) During a period of roster suspension, allocation of crew rostering will be determined by the local rostering committee (if formed), local management and corporate management in line with shift limits and rostering principles contained in this Agreement.
- (d) The suspension of a roster will not impact on the placement of RDO's. Where RDO's are worked the overtime provisions for work on an RDO will apply.

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## **52. Rostered Days Off (RDOs) (Train Crew)**

### **52.1 RDO Principles**

There will be a minimum of 104 per year designated RDOs averaged over the Duty Cycle inclusive of periods of leave.

- (a) Rostered days off can only be altered via a Master Roster change, or by agreement of the Employee concerned.

- (b) Single rostered days off will be avoided wherever possible in favour of grouping of such days off.

## **52.2 Defining the dimensions of RDOs**

- (a) All single RDOs shall be either a minimum of thirty-five (35) hours in duration (from sign off time of the previous shift) or a minimum of thirty (30) hours in duration from midnight on one day to 0600 hours the next day.
- (b) For Forecast Rosters this may be altered during the development of the roster in consultation and agreement with the affected Employees, but shall not be less than 30 hours.
- (c) Notwithstanding clause 52.3(c), multiple RDOs will commence from 0001 and conclude at 0600 the following day. Each additional day will be in blocks of 24 hours duration following the conclusion of the initial RDO at 0600 hours.
- (d) If an Employee agrees to work into an RDO an additional payment at the rate of point seven (.7) of the Employees hourly base pay rate will be made for time infringed into their RDO.
- (e) Clause (d) above shall not be used to justify not relieving Train Crew unless the affected Employee(s) agree.
- (f) There will be no shifts rostered to sign on after 1400 on the day prior to an RDO.
- (g) If an RDO is infringed by 2 hours or more an Employee shall be able to nominate a substitute RDO.

## **52.3 Weekends Off Duty**

- (a) In managing rosters, Pacific National Coal, NSW will provide as many whole weekends free from work as is possible.
- (b) Pacific National Coal, NSW will roster a minimum of 1 weekend off in every 4 weekends.
- (c) A weekend will comprise a minimum fifty-eight (58) hours commencing 2000 hours Friday to 0600 hours Monday.

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## **53. Shift Lengths (Train Crew)**

### **53.1 Maximum Shift Lengths**

The maximum Shift Length shall be

- (a) Eleven (11) hours, subject to the limits prescribed below and Depot Specific attachments:
  - (i) Driver only (Mainline/Terminal) – 9 hours as prescribed by legislation.
  - (ii) Local - shunt, shed and provision – 9 hours
  - (iii) 3 Person Push Pull – 9 hours
  - (iv) Route Qualified Level 5 or 6 driver and non route qualified driver are not to be rostered together for more than two consecutive shifts. Following the second consecutive shift the shift limit will be 9 hours.
  - (v) Any shift over eleven (11) hours will be treated as a twelve (12) hour shift for fatigue management purposes.
  - (vi) No Driver will be rostered nor work more than three (3) twelve (12) hour shifts in a row.

### **53.2 Minimum Shift Lengths**

- (a) Subject to clause 53.3(b) below, the actual working time credited to the Duty Cycle for shifts worked will be the greater of the actual hours worked or six (6) hours.

- (b) Where the rostered shift length is greater than ten (10) hours, the minimum credit to the Duty Cycle will be the greater of the actual hours worked or eight (8) hours.

**53.3 Maximum Hours of Duty – Emergencies and accidents**

- (a) Crew may be rostered to travel back to their original sign on location within a 16 hour maximum span, regardless of the crew configuration. Crew will not be required to undertake any work, including driving a motor car, where the travelling time and the original working time exceeds 12 hours.
- (b) The requirements of Schedule 2 of the Rail Safety Act – Fatigue Management do not apply in the event of:
- (i) An accident or emergency; or
  - (ii) Any urgent circumstances approved by the ITSRR; or
  - (iii) Any other unforeseeable circumstances, that make it necessary to contravene this Schedule to avoid a serious dislocation of train services if there is no reasonably practicable alternative, if the Safe Working Employee or Safe Working Employees concerned indicate their fitness to work the extended hours.
- (c) In this clause "emergency" means an emergency arising out of an actual or imminent event, such as fire, flood, storm, earthquake or explosion, that:
- (i) Endangers, or may endanger, the safety of persons, or
  - (ii) Destroys or damages, or may destroy or damage, property
- 

**54. Interval between Shifts (Train Crew)**

**54.1 At Home Base**

A minimum of twelve (12) hours.

**54.2 At a Rest Location**

- (a) A minimum of eight (8) hours.
- (b) Driver Only (Mainline) – a minimum of twelve (12) hours
- 

**55. Mandatory Rest Period (Train Crew)**

- (a) Mandatory Rest Periods will be provided after having worked twelve (12) consecutive shifts in fourteen (14) days, inclusive of single sick days.
- (b) This will include the counting of shifts when working from one fortnight, or one week, into the next fortnight or week.
- (c) Mandatory Rest Periods shall conform to the same conditions as an RDO, as outlined above.
- (d) Where an Employee works an overtime shift, at Pacific National Coal, NSW's request, and this results in the Employee not being able to work a previously rostered shift due to the taking of the Mandatory Rest Period, Pacific National Coal, NSW will credit the rostered hours of the shift not able to be worked to the Employee's Duty Cycle.
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**56. Confirming Next Turn of Duty (Train Crew)**

- (a) Next turn of duty will be in accordance with the starting time shown on the Working Roster for Forecast Working or advice period or on sign off for Blank Line working.
- (b) The Working Roster for Forecast Working will be available and posted at the normal sign on location, showing allocation of work, sign on times and shift length at least nine (9) days in advance of the Sunday on which the roster is to commence.
- (c) The Working Roster for Blank Line Working will be available and posted to confirm the allocation of work, sign on time, details of any Barracks Working by no later than 1600 hours. The Working Roster will contain

- advice for at least the following shift/s up to 0600 hours the subsequent day i.e. 30 hours of advice subject to lay back due to operational requirements.
- (d) Confirmation of an Employee's next turn of duty, sign on time and details of any Barracks Working will be provided:
    - (i) upon signing off duty of the previous shift; or
    - (ii) if the Employees is not on duty or advice was not available when the Employee was on duty advice will be provided between 1600 and 1730 for jobs after 0600 the following day.
  - (e) Where an Employee does not want to be contacted during the advice period (sleep or personal reasons) the Employee is to notify the company upon signing off. The responsibility to receive advice for the next turn of duty then becomes the Employee's.
  - (f) Rostering officers may provide advice for Employees next turn of duty via SMS, advice on answering machines, message banks or a nominated responsible person, where such has been provided by the Employee as an alternative. When such an alternative is provided Pacific National Coal, NSW will provide such advice between the hours of 1530 and 1600. Where such advice has been provided it will be logged by Pacific National to avoid doubt.
  - (g) Barracks Working Advice
    - (i) Train Crew will be notified of any Barracks Working upon signing off duty on the previous shift or during the advice periods.
    - (ii) In the event that a barracks job is cancelled every attempt will be made to contact the crew as soon as possible.
- 

#### **57. Lay-Back (Train Crew)**

- (a) As part of their duties, Train Crew may expect to be contacted for lay back purposes. Pacific National Coal, NSW will contact crew directly for lay back purposes and crew are expected to be available to receive lay back advice.
  - (b) Subject to sub-clause (d) below, Employees may be laid back a maximum of three (3) hours.
  - (c) Pacific National Coal, NSW will make no more than one (1) alteration to the confirmed sign-on time under lay back provisions.
  - (d) Prior to laying back Train Crew Pacific National Coal, NSW will perform a fatigue analysis from the original sign on time to the forecasted sign off time to ensure all fatigue standards can be met. Copies of that analysis will be provided to the effected Train Crew
- 

#### **58. Barracks Working / Resting Away (Train Crew)**

- (a) Rosters for Train Crew may include tasks or positions that involve rest periods away from the initial Home Base. To avoid doubt, this provision provides for the next turn of duty to be one that provides for the Employee to return to their initial Home Base
- (b) Rostering staff may decide to return crews to their Home Base without a rest period at a barracks or resting away location subject to the following:
  - (i) Crew can self drive up to the maximum shift length eleven (11) hours Driver/Driver, nine (9) hours DOO.
  - (ii) The maximum shift length when originally rostered for rest will be sixteen (16) hours for purpose of travelling home.
  - (iii) Employees shall receive a \$25.00 meal allowance when rostered to a Barracks location and home pass continuous
- (c) Where not included on the Working Roster, Train Crew will be notified of any Barracks Working at the earliest possible time or upon signing off duty on the previous shift but where possible at least 16 hours in advance.

- (d) The advice for the return shift and sign on time will be provided at the same time.
- (e) If the return leg cancels prior to the outward leg sign on and it is altered to a "home passenger" after rest. If the Employee is not notified prior to departing their home for the outward leg they will be credited and paid two (2) additional meal allowances.
- (f) If the return leg cancels prior to the outward leg sign on and there is no return available if the Employee is not notified prior to departing their home for the outward leg they will be accredited and paid an additional meal allowance.
- (g) If the length of time in barracks is extended by more than two (2) hours prior to the outward leg sign on time and before the Employee departs their home if the Employee is not informed prior to departing their home they will be credited and paid one additional meal allowance.

#### 58.1 Barracks Detention

- (a) After eleven (11) hours at a Barracks or resting away location "Barracks detention" will commence. Barracks detention is that period of time from the 11th hour at a resting away or Barracks Location, i.e. 11 hours after the sign off at the Barracks or resting away location, with the shift limit commencing from the fifteenth (15th) hour. For the period of Barracks detention, Employees will receive a stand alone payment at the penalty rate of 1.7 times their Base Rate. Crew will not be required to undertake any work, including driving a motor car, where the travelling time and the original working time exceed 11 hours.
- (b) Where Pacific National Coal, NSW does not provide meals, Employees shall be paid a meal allowance for each completed 8 hour period, or part thereof, calculated from the sign-on at the Employee's Home Base to the sign-off at the Employee's Home Base.

#### 58.2 Meal Allowance for Barracks Working

Meal allowances will reflect and be adjusted in line with ATO guidelines  
At the time of lodgement of this Agreement, the meal allowance is \$25.00.

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#### 59. Commencing and Returning from Leave (Train Crew)

- (a) **Commencing Annual Leave** No work is to be rostered for a sign-on or a likely sign-off on the calendar day on which annual leave is to commence. i.e. There will be no shifts rostered to sign on after 1400 on the day prior to the commencement of annual or long service leave.
- (b) **Returning from Annual Leave** No work is to be rostered on the calendar day on which annual leave is to conclude. Train crew Employees are to be rostered after the hours of 0600 on the first available shift upon their return from leave.
- (c) **Returning from Other Leave** When an Employee is on leave, other than annual leave, and a resumption date is not known the Employee will be required to provide at least twelve (12) hours notice of their availability for inclusion into the roster or the advice period. In Pacific National Coal, NSW advice is to be received prior to 1500 hours on the day prior to returning to duty.

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#### 60. Wake Up Call (Train Crew)

- (a) Employees are entitled to a "wake up" call for signing on at their home Depot when commencing work between the hours of 0000 and 0600 inclusive. The time of this call will be in accordance with the time limit set by the Employee.  
e.g. one (1) hour prior to sign on time.

- (b) Wake Up calls at Barrack Locations will be accordance with the time limit set by the Employee and may vary shift by shift.
- 

**61. Employee Travel (Train Crew)**

**61.1 Remote sign on / off locations**

- (a) In addition to any of the rates payable in accordance with this Agreement, an Employee shall also be entitled to the following:
- (i) Where an Employee agrees to use his/her own vehicle to travel to another sign on/off point outside their Home Base radius of ten (10) km, the Employee shall be reimbursed for additional expense associated with any extra distance from the Employee's usual Home Base (e.g. commute to new sign-on/off point 140 kilometres – reimbursement for 130 kilometres extra distance).
  - (ii) In the case of a motor vehicle the cost reimbursed shall be at the rate per kilometre for their vehicle size that is specified by the Australian Taxation office and shall include the cost of tolls.
  - (iii) For other travel, i.e. public transport, the additional costs which are reasonably incurred shall be reimbursed, however pre-approval is to be obtained before the use of taxis as other travel.
  - (iv) Where an Employee finishes work at a location that is different to the sign-on location, Pacific National will provide transport back to the sign-on location, 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.

**61.2 Other locations**

- (a) In addition to any of the rates payable in accordance with this Agreement, an Employee shall also be entitled to the following:
- (i) Where for work purposes an Employee agrees to use his/her vehicle to travel to another location compensation will be provided as follows:
    - A. In the case of a motor vehicle the cost reimbursed shall be at the rate per kilometre for their vehicle size that is specified by the Australian Taxation office and shall include the cost of tolls.
    - B. For other travel, i.e. public transport, the additional costs which are reasonably incurred shall be reimbursed, however pre-approval is to be obtained before the use of taxis as other travel.
  - (ii) For travel not provided for elsewhere in this Agreement the Asciano Travel Policy and Procedure dated 5 February 2010 will apply.

**Attachment 1 - Depot Specific**  
**Hunter Valley specific clauses**

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**1. Mainline Drivers Roster**

- (a) This local arrangement operates for the rosters for all Mainline Drivers within the Hunter Valley Depot. The mainline roster is a full blank line roster with the inclusion of six "Zones" of sign-on times. These aid drivers to organise their rest/leisure time, as well as, serve as a guide for the purposes of fatigue management. Drivers will be rostered in their appropriate zones.
- (b) The zones are:
  - Zone 1: 0000-0359
  - Zone 2: 0400-0759
  - Zone 3: 0800-1159
  - Zone 4: 1200-1559
  - Zone 5: 1600-1959
  - Zone 6: 2000-2359

**1.2 Terminal Roster**

- (a) Terminal crews work to a full forecast roster and shall work nine (9) hour shifts.
- 

**2. Hunter Valley and Mudgee specific clause**

**2.1 Confirming next turn of duty**

- (a) An Employee who has not received advice during the call periods shall make contact with Pacific National Coal not later than 1800 hours to obtain their next turn of duty.

**2.2 Barracks working**

- (a) Where available, the advice for the return shift and sign-on time will be provided at the same time.
- (b) Where not available, the advice for the return shift will be supplied on request, 4 hours before the outward leg's commencement.

**2.3 Barracks Locations**

- (a) Current Barracks Locations are as follows:
- (b) Hunter Valley
  - (i) Mudgee
  - (ii) Werris Creek
  - (iii) Inner Harbour
- (c) Mudgee
  - (i) Broadmeadow

**2.4 Confirm next turn of duty**

- (a) The following clause is to be used where the provision program from 0000-0600 increases and will only cover Employees in zone 2:
    - (i) Where an Employee is not on duty or advice was not available and work is required to commence between 0000 – 0600 hours the following day advice will be provided between 0930 – 1100 hours.
  - (b) Where an Employee is not on duty or advice was not available and work is required to commence after 0600 hours the following day, advice will be provided between 1600 – 1730 hours.
- 

**3. Lithgow, Port Kembla BHP Billiton Depot Specific Clauses**

**3.1 Rosters**

- (a) BHP Billiton work to a full forecast roster
- (b) Lithgow and Port Kembla work to a blank line roster with provisions outlined in 3.2 below.

### 3.2 Shift Lengths

- (a) The following work will have a nine (9) hour Shift Limit sign on to sign off
  - (i) Shed, Provisioning, Shunt and Relief Shifts
  - (ii) Round trips to the following mine sites and return
    - A. Baalbone
    - B. Metrop
    - C. Lidsdale loading shift
    - D. Wongawilli

It is acknowledged that from time to time the shift limits for the above mines may not be achievable. When there is a genuine need for rosters to extend the shift length the following will occur:

- (iii) Rosters will explain their reasoning for the extension when advising the Train Crew of their next turn of duty. This can only be done by Rosters.
- (iv) If the extension exceeds 10 hours total shift length, as per clause (vi) below, Relief will be shown on the roster and provided.
- (v) If the extension of the shift limit becomes the norm rather than the exception (3 shifts in a week or 25% of the shifts in a Duty Cycle), to either to any train or to any individual, the above exceptions will be cancelled and the set shift limits will come into force.
- (vi) Any shift roster over 10 hours will have relief with the relevant qualifications shown on the roster.
- (vii) All efforts must be made to comply with the above shift limits.

### 3.3 Barracks Working

- (a) Current Barracks Locations are as follows:
  - (i) Lithgow
  - (ii) Port Kembla
  - (iii) Broadmeadow
- (b) Drivers will not be rostered to travel passenger to or from barracks to do local working. This may happen on the day of operation due to unforeseen changes in requirements. This will be limited to a maximum of an additional four (4) hours of local work (only when necessary).

### 3.4 Special Crew Configurations - Port Kembla/Lithgow to Lithgow/Port Kembla or Broadmeadow via Moss Vale Sefton Junction / "Y" link

- (a) When 60% of the Train Crew of the combined Depots achieve route knowledge accreditation on the Inner Harbour to Lithgow route the following practices will apply. Until that time best endeavours will be practiced by Rostering to adhere to these practices:
  - (i) Port Kembla to either Lithgow area or Broadmeadow area or reverse, the crewing arrangements will be Driver / Driver where each Drivers' route qualification must amount to at least fifty (50%) percentage of the route to be traversed; or
  - (ii) Driver Mentor with either a Driver or Second Person; or
  - (iii) Driver Trainer with either a Driver or Second Person.  
e.g. Driver / Driver: Driver #1 qualified to drive from Port Kembla area to at least Parramatta, Driver # 2 qualified to drive from at least Parramatta to Lithgow/Broadmeadow area.
- (b) Every effort will be made to have these trains prepared prior to the working crew signing on. Relief will be provided for these services outlined in 3.2(a)(vi) above.

- 3.5 Special Crew Configurations - Push-Pull Operations on Tahmoor Services**
- (a) Train Crew on lead Locomotive must be two (2) fully route qualified mainline Drivers; or
  - (b) Driver Mentor with either a Driver or Second Person; or
  - (c) Driver Trainer with either a Driver or Second Person.
- 3.6 Special Crew Configurations - Trailing Locomotive on Tahmoor Services**
- (a) Train Crew on Trailing Locomotive must be one (1) fully route qualified mainline Driver with either a Driver or Second person; or
  - (b) Driver Mentor with either a Driver or Second Person; or
  - (c) Driver Trainer with either a Driver or Second Person.
- 3.7 Cycle Hours**
- (a) If an Employee declines to work after reaching the Duty Cycle hours (152 or hours shown on Master Roster) all days not worked will be treated the same as an RDO for the purposes of rostering their next turn of duty in the new Duty Cycle.
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**4. Antiene Depot Specific**

- (a) Pacific National Coal, NSW will maximise the amount of Forecast Working, where business and operational requirements make it practical to do so.
- (b) **Shift Limit**
  - (i) Antiene Unload Shift = 9 hours sign on to sign off
- (c) **Roster Changes**
  - (i) Changes to the Master Roster will be made in accordance with clause 51.4 in this Agreement. The development of any roster will have the intent of maximising forecast rostered shifts.
  - (ii) Any component of blank line rostering will have an inclusion of 4 x 6 zones of sign on times. Drivers will be rostered in the appropriate zones.
  - (iii) The zones are:
    - Zone 1: 0000-0559
    - Zone 2: 0600-1159
    - Zone 3: 1200-1759
    - Zone 4: 1800-2359
  - (iv) In the event that the number of blank lines in the Master Roster reaches 24, Antiene roster zones will change to reflect the six zones of the Hunter Valley Depot specific clause 1 (b) in Attachment 1 of this Agreement.

## **Attachment 2 - Terminal Operators Rostering**

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### **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 consultation 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.
- 

### **2. Roster Development**

- (a) The Master Roster 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, 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. At this time Employees will be notified at which line they commence.
  - (d) The Master Roster 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.
  - (f) Where a variation to the Master Roster is proposed which does not impact on a RDO, but is only;
    - (i) A variation to existing rostered working; or
    - (ii) The placement of additional RDOs;then such change will not constitute one of the four Master Roster changes.
  - (g) 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.
  - (h) There may be more than one roster developed at a location for a similar or the same position.
  - (i) Rosters in place at the time of lodgement of this Agreement will only be changed or varied in accordance with the roster consultation process provided for in this Agreement.
  - (j) The commencement time of a shift of ordinary hours will be as per the posted Master Roster or Working Roster.
- 

### **3. Shift Lengths**

- (a) Maximum rostered hours twelve (12).
- (b) 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) days. Extra shift e.g. overtime or training can occur within this 7 day period based on Fatigue Management Standard.
- (c) It would be normal to roster to a minimum of eight (8) hours in the Master Roster.
- (d) However, subject to specific business needs and operational requirements, shifts of a minimum of four (4) hours may be utilised to cater for:
  - (i) An extra overtime shift

- (ii) Training: Where training shifts are proposed, as far as practicable, the content should provide a training shift of eight (8) hours.
  - (iii) Medical examination/Trauma counselling.
  - (e) Subject to (f) below, no Employee shall be required to work more than seven (7) consecutive shifts without a day off.
  - (f) Notwithstanding (e) above, additional shifts may be worked subject to Fatigue Management and consultation with the affected Employee.
- 

#### **4. Interval Between Shifts**

- (a) The minimum interval between shifts shall be eleven (11) hours off duty between ordinary shifts, except when changing shifts, i.e. from night shift to afternoon, in which case a minimum of eight (8) hours may apply, subject to fatigue management.
  - (b) Shift cycles will be designed to ensure the maximum number of similar shifts, e.g.. afternoon shifts, before a change to a different shift pattern, e.g.. night shift.
- 

#### **5. Working Rostering Changes**

- (a) Where the Working Roster is developed, a period of seven (7) days notice of the introduction of such rosters shall occur.
  - (b) 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.
  - (c) 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.
  - (d) Pacific National Coal will not unreasonably withhold approval where such requests are cost neutral.
- 

#### **6. Roster Suspension**

- (a) 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. In these circumstances, time actually worked will be used to determine overtime. Roster suspension may apply up to seven (7) days beyond which an interim roster will apply until normal operations resume.
- (b) During a period of roster suspension, allocation of rostering will be determined by the local rostering committee, if formed, local management and corporate management in line with shift limits and rostering principles contained in this Agreement.
- (c) The suspension of a roster will not impact on the placement of RDO's. Where RDO's are worked the overtime provisions for work on an RDO will apply.

### **Attachment 3 - Driver Only Operation (DOO)**

Pacific National Coal shall not require or request any driver to operate a locomotive Driver Only except in accordance with this section.

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#### **1. Procedures for tests and trials of driver only operated trains**

- (a) Pacific National Coal shall establish a Driver Only Operations (DOO) committee consisting of three drivers elected from the drivers attached to the depots concerned and three employer representatives appointed by Pacific National.
  - (i) DOO tests shall be conducted by taking a normal train, with its full crew, and picking a location and time where a fault is simulated in order to test a specific procedure. For the test the train goes to DOO mode, and one crew member carries out the procedure being tested. When concluded the train reverts to normal operation.
  - (ii) Corridor DOO Tests shall be conducted by running a normal train under DOO conditions through a corridor or nominated section(s). Pacific National and the local DOO committee shall determine that, when the test is conducted, the second person accompanies the test driver in the leading cab, trailing cab or following the test train in a motor vehicle. Should any operational incident arise the trial shall be cancelled and the working reverts to (normal) two driver operation.
- (b) At all times during the test and trials, the train driver must have full [i.e. 100%] access to communication with Train Control, whether the driver is on or off the train.
- (c) Prior to any test or trial, Pacific National shall obtain the appropriate written authorisation or relevant circular / Special Train Notice from either the track owner and or regulator.
- (d) Tests and trials shall only be carried out using modified locomotives, all modifications have been the subject of consultation with the local DOO committee.
- (e) Prior to the commencement of any test or trial, agreement shall be reached between the Employee and employer representatives who are on the relevant local DOO committee, on DOO relief points, locations and sections.
- (f) Prior to the commencement of any test or trial, Pacific National shall ensure all relevant urban and / or regional emergency services personnel (e.g. State Emergency Services, Police, etc.) are made aware of the test and trial to be conducted.
- (g) There shall also be established at each relevant depot, a signal sighting committee consisting of the Employee representatives on the local DOO committee (or their nominees from other depot Employees) and employer representatives. The terms of reference for each such committee are as follows;
  - (i) To ensure all signals can be clearly seen from the driving seat.
  - (ii) To ensure all speed limits can be clearly seen from the driving seat.
  - (iii) To ensure all level crossings can be clearly seen from the driving seat.
  - (iv) To ensure no obstructions (such as branches, awnings, cuttings, curves etc.) restrict the view of the driver.
- (h) Upon completion of the tests and trial procedure, and prior to any DOO implementation Pacific National shall conduct further tests utilising any communication system and end of train monitoring devices.

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## 2. Procedure / equipment tests and operational trials

- (a) The trialling for Driver Only Operation (DOO) shall take into account the following:
- (i) overall safety requirements and safe working procedures;
  - (ii) Employee relations and industrial issues;
  - (iii) constraints imposed by engineering production associated with modification to locomotives, rolling stock and / or infrastructure;
  - (iv) risk mitigation requirements;
- (b) The general concept of DOO shall involve the following:
- (i) Trialling of DOO will be scheduled on the basis of comparatively lower risk categories of operation (Category 1) being conducted first (subject to satisfying risk mitigation strategies), followed by comparatively higher risk categories. This does not exclude the possibility of trials running concurrently in various categories of DOO;
  - (ii) On completion of successful trials within a category (e.g. Category 1), the progressive roll out across that category of operations will be done after consultation between the employer and the affected Employees, subject to satisfying safety and required risk mitigation requirements;
  - (iii) The roll out of DOO may involve the progressive implementation within regions, specific corridors and / or train services based on commercial priorities and pre-requisites as identified in the risk mitigation requirements;
  - (iv) The time involved in the trialling of DOO is to be sufficient to:
    - A. Provide the appropriate time to validate the trial objectives which is anticipated not to exceed 3 months;
    - B. Validate safety requirements and train operating systems;
    - C. Validate operational protocols and procedures, particularly with reference to operations on private sidings and/or non-track circuited track where higher risk profiles may exist;
    - D. Provide a data base and experience to make informed judgments on the trial outcomes.
  - (v) The DOO trial program will be conducted and commenced as follows:
    - Category 1 Operation
      - A. Priority shall be to ensure locomotives for these services and associated operational protocols are prepared to support an on-time commencement of the trials.
      - B. A review and validation of trial results shall be conducted by Pacific National and the relevant local DOO committee;
      - C. Adjustment to the schedule may be necessary to enable engineering production timeframes for locomotive risk mitigation and other co-ordination issues to be met.
  - (vi) Pacific National shall ensure that any technical modifications required to be made to locomotives are completed.

### 2.2 The trialling of DOO will be subject to the following four (4) Phases: Phase 1 – Preliminary Trial Preparation

Pacific National, in consultation with the effected parties shall:

- (a) identify the aim, scope, objectives and performance criteria of the trial.
- (b) confirm the priority and timing for the completion of the trial.
- (c) confirm the services to be trialed.
- (d) validate all pre-requisites for the trial, including the following;
  - (i) Risk mitigations plans are completed and equipment for the trial available.
  - (ii) Paths are confirmed by the relevant track access provider and circulars issued to affected Employees.
  - (iii) Relevant Employees are briefed and rostered and trains are tasked for the trials.
  - (iv) Customer liaison, business group liaison and other stakeholders are advised and/or involved or invited to participate (where appropriate).
- (e) Pacific National and the local DOO committee shall validate the success of the trial. The validation shall include assessing the performance criteria, feedback and evaluation of information.
- (f) The trial instruction shall be issued not less than two (2) weeks prior to the trial date.

Phase 2 – Conduct Procedure and Equipment Tests

- (a) The trial tests shall be based on a methodology discussed with the local DOO committee.
- (b) Trial tests may require retesting to occur, as necessary.
- (c) Pacific National and the local DOO committee shall review outcomes, as required.
- (d) Additional testing of safe working procedures, etc. may be required.

Phase 3 – Formal Testing Validation & Evaluation

- (a) Pacific National and the local DOO committee shall develop a post-test report.
- (b) Pacific National shall confirm concurrence of all relevant parties to the trials.
- (c) Pacific National shall provide the local DOO committee with details of the formal approval to vary rail safety accreditation.

Phase 4 – Operational Trials

- (a) DOO trials shall be conducted over a timeframe in consultation with the local DOO committee.
- (b) Pacific National and the local DOO committee shall review and validate the trials.
- (c) The local DOO committee shall be consulted on the confirmation of the trial results.
- (d) Implementation of DOO trains shall be conducted on a timetable after consultation between Pacific National and all interested parties.

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### **3. Driver only operations (DOO)**

#### **3.1 Consultation**

Pacific National shall consult with Employees and their representatives at a national, state and depot level where Pacific National proposes to introduce Driver Only Operations. Pacific National shall report back to Employees and their representatives at depots affected by Mainline DOO outcomes of such consultation.

#### **3.2 Mainline Work**

- (a) The minimum amount of time spend in Barracks (or rest away from home) for DOO mainline shifts should be 10 hours (or 8 hours as specified in the Rail Safety Act).

- (b) Start times for shifts shall be held constant over a run of consecutive shifts during a week where possible. Where this is not possible shift start times shall move in a forward direction. Local work, relief, available and shunt shifts, where practical, are to be rostered to intervene with DOO shifts (fatigue guidelines are to be utilized to prevent high fatigue outcomes).
- (c) Any one-week containing mainline DOO shifts shall not exceed 48 hours.
- (d) A maximum rostered shift limit of 9 hours from sign on to sign off will apply to mainline DOO. In the event of train delays, a driver may elect to cease DOO 9 hours from sign on and shall be relieved. The driver shall be entitled to a 30 minutes paid personal needs break between the third and fifth hour as arranged in consultation with the Track Access Supplier on the day of operation (in Emergencies the Rail Safety Act will take precedence).

### 3.3 DOO Implementation

- (a) Pacific National and the local DOO and/or Rostering Committees will monitor and review the fatigue management issues.
- (b) Where a decision to implement DOO is taken, Pacific National shall do so by a staged implementation of DOO mainline on the network. Employees at local driver depots shall be involved in all aspects of the implementation.
- (c) DOO shunting shall be implemented at all sites in accordance with this Agreement.
- (d) DOO mainline relief shall be implemented on all corridors.
- (e) Further implementation of DOO mainline on all other sectors will only be introduced, subject to the same criteria as the first stage of DOO implementation.
- (f) Fatigue management is recognised as a critical factor with DOO. All depot rosters and DOO shifts shall be examined for incidents and levels of fatigue by Pacific National and the local Roster Committee.
- (g) Pacific National and the local DOO and/or Rostering Committees will monitor and review the fatigue management issues.
- (h) DOO may be employed for both rostered and Blank Line duties such as shunting, local and trip working, stabling and preparing locomotives, mainline relief of late running trains and any other operational circumstances that meets DOO conditions.

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## 4. Cab Standards

- (a) The following minimum standards shall apply to all Locomotive Cabs operating in DOO mode, whether in tests and trials or in full implementation:
- (b) Vision – the locomotive must have a lower profile nose with at least 180 degrees visibility.
- (c) Windscreens / Side Windows – The windscreens shall comply with the latest U.S Standard for high impact windscreens with respect to the large objects impact test and ballistic test. They shall also be fitted with an in built demister. All side windows shall comply with the latest US Standard for high impact windscreens. All side windows shall be tinted with a minimum light/heat transmission of 35%.
- (d) All new and rebuilt locomotive cabs operating in DOO mode shall not exceed 81db where the locomotive is of the non vestibule type. Where the locomotive is of a vestibule type, noise levels shall not exceed 75db. Noise level readings shall be taken at the driver's ear position with all equipment operating in the cab, windows closed and the main horn operating.
- (e) All locomotive cabs shall be fitted with:

- (i) Coupler lights which shall be fitted on both the 'A' and 'B' ends of the locomotive with a switch mounted on either corner of the locomotive;
  - (ii) New seating of the type: – Bremshy Grammer FA 416 AW;
  - (iii) Rear vision mirrors;
  - (iv) Air conditioning. The air conditioner controls shall be located adjacent to the driver;
  - (v) A refrigerator;
  - (vi) Fluorescent cab lighting;
  - (vii) Positive notching type blinds fitted to all windows and silver backing;
  - (viii) A shadow board and DOO equipment box is to be provided;
  - (ix) Ditch lights (low visibility lights);
  - (x) AM and FM radio and CD Player;
  - (xi) Hot plate and toaster;
  - (xii) LED type headlight/ditch light failure indicator lights;
  - (xiii) Dynamic brake cut out switch;
  - (xiv) A circuit breaker for the Dynamic Brake Rheostat;
  - (xv) Toggle joystick type train whistle;
  - (xvi) 350 watt headlights;
  - (xvii) Windscreen wipers controls so that all forward wipers / washers can be operated simultaneously by the driver;
  - (xviii) Internal and external door locking with wedge type door handles, which allow all locomotive cabs to be locked when left unattended;
  - (xix) Fuel level indicator;
  - (xx) Handrails on the catwalks of all narrow car body type locomotives;
  - (xxi) Train countdown device set at 10 meter increments for the length of the train;
  - (xxii) A dash panel located in front of the driver so as to ensure the driver can maintain 180 degrees visibility;
  - (xxiii) Cab heaters which shall be a minimum of a 100 watt, fan assisted with switching for low, medium and high;
  - (xxiv) A kettle, to be located in a secure location;
  - (xxv) Timetable clip and light;
  - (xxvi) Quick response throttles (on DOO shunt locomotives);
  - (xxvii) A sonar alert.
- (f) All locomotive cabs shall have the vigilance control timing cycle which will have a random cycle of between 25 and 45 seconds before a penalty brake application occurs. The vigilance control shall only be cancelled through the vigilance button, operation of the throttle or dynamic brake or operation of the air brakes.  
If the penalty brake is applied and is not reset in two (2) minutes, an automatic emergency call shall be programmed on the radio to be made to Train Control.
- (g) Jumper cables are to be semi permanently mounted at each end of the locomotive.
  - (h) End of train monitoring is to be provided.
  - (i) A traction motor cut-out switch is to be provided on mail line locomotives.

## **Part C – Support (Clauses 62-73)**

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### **62. Scope**

- (a) This Part C shall be read in conjunction with Part A and together with Part A shall form the entire Agreement. This Agreement shall:
- (i) only apply to Employees engaged in the classifications, who report to the General Manager – PN NSW Coal Operations and who perform the functions as described in clause 63 below; and
  - (ii) also apply to support Employees previously covered by the *PN Operation Services Collective Agreement 2006* and who report to the General Manager – PN NSW Coal Operation.
- (b) This Agreement shall not apply to any Employee:
- (i) Whose position is classified in the Support classification structure; and
    - A. Who is offered and commences employment following the commencement of this Agreement and whose Base Remuneration exceeds that payable to the highest classification in the Support classification structure (namely, Level 3 classification, Pay point (3)); or
    - B. Who is offered and commences employment following the commencement of this Agreement and whose substantive and major part of their work is to supervise other Employees and whose Base Remuneration exceeds the rate applicable to the Level 2 classification, Pay point (4); or
    - C. Who continues to be employed under an individual Appointment Agreement and whose Base Remuneration exceeds that payable to the highest classification in the Support classification structure (namely, Level 3 classification, Pay point (3)); or
    - D. Who continues to be employed under an individual Appointment Agreement and whose substantive and major part of their work is to supervise other Employees and whose Base Remuneration exceeds the rate applicable to the Level 2 classification, Pay point (4).

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### **63. Classifications and pay levels**

- (a) The Support career path provides a structured career path for administrative, supervisory, technical and professional positions within NSW Coal Operations. For clarification this structure also covers Motor Car Drivers and Barracks Attendants.
- (b) **Principles**
- (i) The classification structure operates in accordance the following principles:
    - A. Positions will be defined in terms of their primary accountabilities or main functions;
    - B. Classification will be made on the basis of matching the primary accountabilities or main functions with the appropriate level of the classification structure;
    - C. 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 position undertaken;

- D. The classification structure will allow for the design of positions and the performance of activities and tasks based on assessment of what is safe, efficient and logical, and for which the Employee has been trained and has current and demonstrated competency;
  - E. Flexibility that allows Pacific National, to change the way work is organised and/or the way positions are designed, as required by business or commercial demands.
- (c) Employees will remain in their classification unless there is a major and substantial change in the work undertaken and/or accountabilities. Where positions 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 position subject to the provisions of the Salary Maintenance clause of this Agreement.
  - (d) For classifications in the Support stream, where Pacific National proposes changes to relative remuneration levels they will be set using the Hay principles or equivalent process.
  - (e) In the event that Pacific National Coal, NSW changes a classification and pay point level for any existing role or creates a new role covered by this Agreement and the classification or pay-point level, is disputed by an affected Employee or their union, then Pacific National Coal, NSW must provide the details of how the determination was arrived at.

64. **Support Classification Structure**

Classification Title	Description	Classification Pay Level	Pay Point	Annual Base As at 30 June 2009
<b>Frontline Support Level</b>	<p>This Classification level applies to positions which have accountability for delivering administrative, technical or operational support. At this level the range of tasks and activities to be carried out are usually well defined. As a result, routine methods and procedures are employed that may require some judgement in the selection of resources, sequencing of tasks, or the selection of appropriate work methods or involvement of other Employees.</p>	<b>1</b>	<b>1</b>	\$ 45,504.34
			<b>2</b>	\$ 48,655.24
			<b>3</b>	\$ 51,359.90
			<b>4</b>	\$ 54,513.38
			<b>5</b>	\$ 59,147.52
<b>Specialist</b>	<p>This classification level applies to positions which have accountability for delivering a range of specialist services. These could include those related to a specific engineering, technical or administrative discipline. At this level Employees, would be expected to operate autonomously in line with specific skills or qualifications they possess. There may also be some coordination of activities being performed by other Employees. While focused on specific functional or discipline based activities, these activities are usually based on the application of defined precedent. As a result, routing methods and procedures are employed that may require some judgement in the selection of resources, sequencing of tasks, or the selection of appropriate work methods or involvement of other Employees, within the context of the specific function or discipline.</p>	<b>2</b>	<b>1</b>	\$ 64,195.68
			<b>2</b>	\$ 72,984.17
			<b>3</b>	\$ 78,726.22
			<b>4</b>	
<b>Seasoned Specialist</b>	<p>This classification level applies to positions that have accountability for delivering high level specialist services. These could include those related to engineering, financial, technical or support disciplines. This classification level has no application to any Employee in supervisory positions, i.e., Employees whose substantive and major accountability is the supervision of other Employees. At this level, Employees are expected to deliver seasoned or senior level specialist support within their specific functional specialty or discipline. While focused on specific functional or discipline based activities, these activities can be based on the application of their professional principles to resolve unusual problems and/or oversee the development and implementation of new programmes or projects. Problem resolution is a frequent requirement at this level, and the outcomes of their resolution process may break new ground for the organisation.</p>	<b>3</b>	<b>1</b>	\$ 87,604.98
				\$ 95,633.76

Classification Title	Description	Classification Pay Level	Pay Point	Annual Base As at 30 June 2009
			2	
			3	\$ 101,904.65
				\$ 107,989.79

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## **65. Management of Hours of Work**

### **65.1 Management of Annual Ordinary Hours – Shift Workers**

- (a) Rosters and Roster Cycles shall not exceed a 16 week period unless agreed to by the majority of Employees concerned at that location.
- (b) Over the Roster Cycle, ordinary hours will be allocated to average thirty-eight (38) per week. Pacific National Coal, NSW Coal may also develop rosters where average hours exceed 38 per week. Where through consultation, the number of hours an Employee is required to perform exceed an average of thirty eight (38) ordinary hours per week, overtime payments will be made in accordance with provisions outlined in sub-clause 65.1(c) below.
- (c) Overtime is defined as:
  - (i) Total hours worked in excess of the average of 38 per week over the Roster Cycle, referred to in 65.1(b) above; or
  - (ii) Hours worked in excess of those in the ordinary rostered Shift Length; or
  - (iii) Hours worked on a RDO.
- (d) 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.

### **65.2 Management of Annual Ordinary Hours - Day workers**

- (a) The ordinary hours of duty for a Dayworker shall be thirty-eight (38) hours per week, worked on any day, Monday to Friday between 0600 hours and 1800 hours.
- (b) The ordinary hours may be worked as:
  - (i) a 7.6 hour day; or
  - (ii) a 19 day month, where such arrangements already apply and may be extended by mutual agreement.

Pacific National Coal, NSW will not unreasonably withhold agreement where an Employee seeks to alter their pattern of work/hours.
- (c) The ordinary hours may be worked within a 152 hour, four week cycle, subject to the consultative provisions in this Agreement.
- (d) The maximum number of rostered hours per shift for Dayworkers shall be no more than 12 hours.
- (e) Overtime for Day workers is calculated as time worked above the rostered hours, which includes any time worked outside 0600 hours to 1800 hours, Monday to Friday. Overtime payments will be as per clause 65.1(c) above.

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## **66. Meal Breaks/Rest Breaks**

- (a) Employees shall have a meal break of 30 minutes built into the working arrangements for that shift. Meal breaks shall be taken before the completion of the sixth hour at such times as will not interfere with the efficient running of the business including the operation of the network.
- (b) 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 interfere with the efficient running of the business including the operation of the network.

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## **67. Remuneration**

- (a) Base remuneration for each level of the Support classification structure is detailed in the tables provided at Clause 64 above. These rates will be adjusted over the life of this Agreement in accordance with clause 40 of this Agreement.
- (b) Composition of Total Remuneration:

- (i) Total remuneration is made up of Base remuneration as per clause 64 above plus Aggregate Penalties.
- (ii) Aggregate Penalties
  - A. Aggregate penalties are provided to compensate Employees for:
    - 1) Working shiftwork and weekends; and
    - 2) Annual leave loading.
- (iii) Aggregate penalties are calculated for a whole Master Roster. Employees rotate through lines on a Master Roster 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.
- (iv) Aggregate penalties are determined by calculating an Aggregate Penalty Multiplier (APM) from the available shift and rostering information, i.e. the time worked on weekends and/or night/afternoon shifts.

**67.2 Application of APM**

- (a) APM will be calculated on the basis of all the planned working shown on the Master Roster, in accordance with the provisions contained within sub-clause 67.3 below.
- (b) The resultant APM factor will be applied to Base Remuneration resulting in an annual quantum of APM. The resultant quantum of APM will be paid in equal instalments each pay period, irrespective of the actual Hours Worked by the Employee in the pay period. The APM is not applied to payments for Overtime.

**67.3 Calculating APM**

- (a) The following formula is used to calculate the applicable APM based on the roster:

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

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

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.

- (b) 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.

**67.4 Wage / salary payments**

- (a) Total remuneration will be paid fortnightly by electronic funds transfer (EFT).
- (b) Where payment for overtime is due, it will be paid in the current pay period.
- (c) Fortnightly payments are based on averaging the annual ordinary hours on a fortnightly basis and making payment of (one twenty sixth) 1/26th of base remuneration each fortnight. (Notionally 76 hours per fortnight) excluding overtime.
- (d) 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. Pacific National Coal, NSW Coal has the right to deduct any over payment of monies.

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**68. Rostering Guidelines**

- (a) Pacific National will develop and modify rosters consistent with operational requirements.
- (b) Rosters may be developed to include Forecast (Permanent) Working, Blank Line (Relief) Working or both.
- (c) Rostering arrangements at a location may include a Master and Working Roster.
- (d) Roster Development:
  - (i) Rosters in place at the time of lodgement of this Agreement will only be changed or varied in accordance with the roster consultation process provided for in this Agreement;
  - (ii) 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. Any change will be made mindful of balancing the business demands and the needs of Employees;
  - (iii) Employees may elect to form a roosting committee. Pacific National will consult with the committee. Where no roosting committee is formed, consultation will take place with all affected Employees. Consultation will be in a manner of inclusion and involvement;
  - (iv) Pacific National, in consultation with the local roosting committee (where formed), will develop and modify rosters consistent with operational requirements;
  - (v) In developing Rosters, Pacific National must take into account the following:
    - A. Family, social and work commitments;
    - B. Occupational Health and Safety and specifically Fatigue management principles;

- C. Maintenance of qualifications;
  - D. Quality of work;
  - E. Relevant conditions of employment;
  - F. Duty of care obligations;
  - G. Optimal staff productivity; and
  - H. Fair working for the Employees.
- (vi) In roles where shifts follow on, reasonable handover time will be included in the roster.
  - (vii) Rosters should be arranged to provide the maximum number of complete weekends rostered off duty.
  - (viii) The master Roster shall display:
    - A. Sign on and Sign off Times;
    - B. All Roster Days off (RDO);
    - C. All Known Work.
  - (ix) Following consultation, the final Master Roster is to be posted at least fourteen (14) days in advance of its implementation.
- (e) Employees will not be required to work more than three (3) weekends in a row.
  - (f) 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
  - (g) The commencement time of a shift of ordinary hours will be as per the posted Master Roster, or Working Roster where used.

#### **69. Shift Lengths**

- (a) Maximum rostered hours shall be 12 hours and 30 minutes (12.5 hours).
- (b) The rostering 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.
- (c) It would be normal to roster to a minimum of eight (8) hours in the Master Roster. However, subject to specific business needs and operational requirements, shifts of a minimum of six (6) hours may be utilised to cater for:
  - (i) An extra overtime shift;
  - (ii) Training;
  - (iii) Medical examination/Trauma counselling; or
  - (iv) Meetings.
- (d) No Employee shall be required to work more than seven (7) consecutive shifts without a day off.

#### **70. Interval between Shifts**

- (a) The minimum interval between shifts shall be eleven (11) hours off duty between ordinary shifts, except when changing shifts, i.e. from night shift to afternoon, in which case a minimum of eight (8) hours may apply.
- (b) Shift cycles will be designed to ensure the maximum number of similar shifts, e.g.. afternoon shifts, before a change to a different shift pattern, e.g.. night shift.

#### **71. Working Rostering Changes**

- (a) Where the Working Roster is developed, a period of seven (7) days notice of the introduction of such rosters shall occur.
- (b) 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.

- (c) Subject to relevant OH&S, fatigue management and operational issues, Employees may mutually exchange shifts, with the approval of the relevant manager. Pacific National Coal will not unreasonably withhold approval where such requests are cost neutral.

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## **72. Home Base and Sign On / Sign off Provisions**

- (a) Upon commencing employment, an Employee shall be allocated to a Home Base. A Home Base is a geographic location, e.g. a town, or a major facility (e.g. a depot, terminal or Office). Any new or altered Home base location can only be established through the Consultation provisions outlined in clause 28 of this Agreement.
- (b) For the purposes of this clause the Home Base and sign on sign off point for Employees at the time of the lodgement of this Agreement shall be that location, depot, terminal or office where they commence and finish work.
- (c) Each Home Base / sign-on/sign-off point must contain the following:
  - (i) Secure car parking;
  - (ii) Air conditioned and heated amenities including, Individual secure lockers, showers and toilets
  - (iii) A meal room that includes at least a refrigerator, toaster, cooker, microwave oven, kettle, and drinkable water. Tea Coffee and Milk will be provided free of charge to Employees.
  - (iv) Communication equipment such as, telephones, radios and email;
  - (v) An Air Conditioned Office.
  - (vi) Secure Union Notice Boards; and
  - (vii) Provision for the transport of any safety or maintenance equipment.
- (d) The Australian Standards AS 1668.2 - 2002 and NSW Work cover Guidelines will be used to assist management in determining appropriate offices and amenities, and in turn ensuring welfare for Employees in the workplace when establishing and maintaining a Home Base / sign on/off point.
- (e) All support Employees shall commence and finish their shift within their shift limit at their Home Base.
- (f) **New Home Base Locations**
  - (i) Where Pacific National introduces new work locations less than 10 Kilometres from an Employees existing Home Base, there will be no entitlement for excess travel. However, in cases where, because of genuine hardship, Employees are unable to transport themselves to a sign-on point, Pacific National Coal may provide transport to the sign-on point at no cost to the Employee on a temporary basis. Genuine hardship may include personal commitments such as family responsibilities.

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## **73. Employee Travel**

**73.1** In addition to any of the rates payable in accordance with this Agreement, an Employee shall also be entitled to the following:

- (a) Where for work purposes an Employee agrees to use his/her vehicle to travel to another location compensation will be provided as follows:
  - (i) In the case of a motor vehicle the cost reimbursed shall be at the rate per kilometre for their vehicle size that is specified by the Australian Taxation office and shall include the cost of tolls.

- (ii) For other travel, i.e. public transport, the additional costs which are reasonably incurred shall be reimbursed, however pre-approval is to be obtained before the use of taxis as other travel.
- (b) For travel not provided for elsewhere in this Agreement the Asciano Travel Policy and Procedure dated 5 February 2010 will apply.

## **Part D - Maintenance (Clauses 74-79)**

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### **74. Scope**

This Part D shall be read in conjunction with Part A and together shall form the entire Agreement and shall only apply to Employees engaged in the classifications and to perform the functions as described in clause 77 below.

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### **75. Classification Structure**

#### **75.1 Classifications, Descriptors and Pay Levels**

- (a) With the exception of changes to the classification structures provided for in this Agreement, it is not expected that any further consequential position reclassifications will occur as a result of implementing the classification structures in the field. Further position reclassifications, beyond those specifically dealt with in this Agreement, will only occur where there has been a significant change in a position that, in itself, would warrant a reclassification.
  - (b) The classifications are those set out in clause 77.1 and attachment 2 to this Agreement.
- 

### **76. Hours of Work**

#### **76.1 Management of Annual Ordinary Hours – Maintainers**

- (a) Rosters and Roster Cycles will be used to spread and manage the annual ordinary hours over the Annual Hours of Work Cycle.
- (b) The ordinary hours of work as set out in clause 9, will be allocated to average thirty-eight per week, Monday to Friday. Pacific National Coal, NSW may also develop rosters in consultation with the roster development committee (or where there is no roster development committee, consultation will be in accordance with clause 28 of this Agreement where average hours exceed 38 per week). Where this is the case, overtime payments will be made in accordance with provisions outlined below.
- (c) Overtime
  - (i) Overtime is defined as:
    - A. Total hours worked in excess of the average of 38 per week over the Roster Cycle, referred to in 15.5.2 above; or
    - B. Hours worked in excess of those in the ordinary rostered shift length; or
    - C. Hours worked on an RDO.
  - (ii) The penalty multiplier for overtime hours is 1.5 for the first three hours and then 2.0 thereafter, except for overtime worked on a Sunday where the penalty multiplier is 2.0 for all hours worked
- (d) Dayworkers
  - (i) This clause is to be read so as to amend the definition of Dayworker in clause 5, Glossary of Terms.
  - (ii) Subject to (3) below, the ordinary hours of duty for a Dayworker shall be thirty-eight hours per week, worked on any days, Monday to Friday between 0600 hours and 1800 hours.

- (iii) The ordinary hours may be worked as a 7.6 hour day or 19 day month, where such arrangements already apply, and may be extended by mutual agreement.
- (iv) The ordinary hours may be averaged over the Roster Cycle.
- (v) The maximum number of rostered hours per shift for Dayworkers shall be no more than 12 hours.
- (vi) Overtime for Dayworkers is times worked above the rostered hours which includes any time worked outside 0600 hours to 1800 hours, Monday to Friday.

## 77. Meal Breaks/Rest Breaks

- (a) Shiftworkers shall have a paid meal break of 30 minutes built into the working arrangements for that shift. Meal breaks shall be taken between the third and sixth hour at such times as will not interfere with the efficient running of the business including the operation of the network.
- (b) 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 interfere with the efficient running of the business including the operation of the network.
- (c) Where an Employee is required to work up to a 12 hour shift without notification prior to the commencement of that shift, they shall be entitled to a \$10 meal allowance.

## 78. Remuneration

78.1 Base remuneration for the Maintainer Classification Structure is outlined in the table below:

### Maintainer Classifications

Classification Title	Description	Annual Base As at 30 June 2009
Maintainer 1	Entry level maintainer. An Employee engaged and undertaking basic Pacific National induction and preliminary training activities.	\$41,261
Maintainer 2	Trainee maintainer. An Employee at this level is in training for activities required for progression to Maintainer 3. A range of base level maintenance activities will be performed as training progresses.	\$42,167
Maintainer 3	Core Maintainer. Maintainers at this level are accountable for undertaking routine maintenance activities associated with wagons (including signing the train inspection certificates after a Rake Based preventative maintenance or Unit Train maintenance event, grain, coal, cement & mineral concentrates services), skel trailers, containers, crew coaches and polar paks.	\$47,308
Maintainer 4	Specialist maintainer. Maintainers at this level are accountable for undertaking complex specialist activities associated with equipment.	\$48,650
Maintainer 5	Maintainers at this level have additional accountability for operational coordination as well as their normal technical accountabilities.	\$52,044

### 78.2 Base Remuneration

- (a) Base Remuneration for each level and division of the operations classification structure is detailed in the table provided at 77.1 of this Agreement.

### 78.3 Aggregate Penalties

- (i) Aggregate penalties are provided to compensate Employees for:
- A. working shiftwork and weekends; and
  - B. annual leave loading.
- (ii) Aggregate penalties are calculated for a whole Master Roster. Employees rotate through lines on a Master Roster 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.
- (iii) Aggregate penalties are determined by calculating an Aggregate Penalty Multiplier (APM) from the available shift and rostering information, i.e. the time worked on weekends and/or night/afternoon shifts.
- (iv) **Application of APM**
- A. APM will be calculated on the basis of all the planned working shown on the Master Roster, in accordance with the provisions contained within sub-clause (v) below.
  - B. 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, irrespective of the actual hours worked by the Employee in the pay period. The APM is not applied to payments for overtime
- (v) **Calculating APM**

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

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

- 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.

- (vi) 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.

### **78.4 Aggregate Allowance**

- (a) Aggregate allowances are intended to cover all allowances applicable to positions in the Operations stream, unless specifically provided for elsewhere in this Agreement.
- (b) Aggregate Allowances are calculated as a 7% of the rate of \$45,051.29, which will be adjusted in accordance with the wage adjustments set out in this Agreement. The Allowance applies to Maintainer classifications.
- (c)

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### **79. Home Base and Sign-On/Sign-Off Provisions**

- (a) Upon commencing employment, an Employee shall be allocated to a Home Base. A home base is a geographic location, e.g., a town, or a major facility (e.g., 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.
- (b) For the purposes of this clause the Home Base for Employees shall be that location, depot, terminal or office where they generally commence and finish work.
- (c) Sign on and sign off points may be varied by Pacific National following consultation with the affected Employees.

#### **79.2 Payment for excess travelling time**

- (a) Where an Employee is required to sign-on or sign-off outside their Home Base, payment for excess travelling time may apply.
- (i) 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.
- (ii) Where this is the case, the Employee will be paid the excess travelling time for every additional 15 minutes of travel in beyond the initial 15 minutes as set out 78.2(a) (i) above.

Payment for excess travelling time will be made at Base Remuneration.

#### **79.3 Payment for use of Employees own motor vehicle**

- (a) 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 (e.g.. 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.
- (b) For other travel, i.e. public transport, the additional costs which are reasonably incurred shall be reimbursed, however pre-approval is to be obtained before the use of Taxis as other travel.

#### **79.4 Sign On Point**

- (a) 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.

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### **80. General Rostering Provisions**

- (a) Pacific National will develop and modify rosters consistent with operational requirements.
- (b) In developing Rosters, Pacific National must take into account the following:
  - (i) Family, social and work commitments;
  - (ii) Occupational Health and Safety and specifically Fatigue management principles;
  - (iii) Maintenance of qualifications;
  - (iv) Quality of work;
  - (v) Relevant conditions of employment;
  - (vi) Duty of care obligations;
  - (vii) Optimal staff productivity; and
  - (viii) Fair working for the Employees.
- (c) Specific roster arrangements are detailed in Attachment 1 to this Agreement.

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**Attachment 1 Rostering Guidelines - Maintainers****1. Consultation**

- (a) Employees may elect to form a rostering committee. Where formed, Pacific National will consult with the committee as part of the consultative process.
- (b) Pacific National, in consultation with the local rostering committee (where formed), will develop and modify rosters consistent with operational requirements.

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**2. Roster Development**

- (a) The Master Roster shall be exhibited primarily for the purpose of indicating all rostered days off (RDOs) and all known work.
- (b) Where a change to a Master Roster is proposed, consultation will occur at least 28 days prior to the intended implementation date. Following consultation, the final Master Roster is to be posted at least fourteen (14) days in advance of its implementation.
- (c) The Master Roster will include sign-on and sign-off times.
- (d) 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 an RDO, shall not exceed four (4) per annum, unless by agreement at each affected worksite.
- (e) Where a variation to the Master Roster is proposed which does not impact on a RDO, but is only;
  - (i) A variation to existing rostered working; or
  - (ii) The placement of additional RDOs;then such change will not constitute one of the four Master Roster changes.
- (f) 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.
- (g) There may be more than one roster developed at a location for a similar or the same position.
- (h) Rosters in place at the time of certification of this Agreement will only be changed or varied in accordance with the roster consultation process provided for in this Agreement.
- (i) The commencement time of a shift of ordinary hours will be as per the posted Master Roster or Working Roster.

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**3. Shift Lengths**

- (a) The maximum rostered shift length shall be twelve (12) hours.
- (b) The rostering 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.
- (c) It would be normal to roster to a minimum of eight (8) 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.
- (d) No Employee shall be rostered to work more than seven (7) consecutive shifts without a day off.

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#### **4. Interval Between Shifts**

- (a) The minimum interval between shifts shall be eleven (11) hours off duty between ordinary shifts. This may be reduced to eight (8) hours through consultation and agreement with Employees.
- (b) Where maintenance Employees are working in an emergency situation, i.e. derailment recovery, rerailling activities, etc., the minimum interval between shifts may be reduced to eight (8) hours, subject to fatigue management and the agreement of the Employee where the working shift prior to the rest was in excess of twelve (12) hours.
- (c) Shift cycles will be designed to ensure the maximum number of similar shifts, e.g.. afternoon shifts, before a change to a different shift pattern, e.g.. night shift. A minimum interval of twenty four (24) hours off duty shall apply when changing shift patterns.

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#### **5. Working Roster Changes**

- (a) Where the Working Roster is developed, a period of seven (7) days notice of the introduction of such rosters shall occur.
- (b) 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.
- (c) Subject to relevant OH&S, fatigue management and operational issues, Employees may mutually exchange shifts (including duty free periods), with the approval of the relevant manager or rostering staff. Pacific National will not unreasonably withhold approval where such requests are cost neutral.

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#### **6. Maximum Hours of Duty – Emergencies, Major Equipment Failure**

- (a) 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. The Employee may decline to perform safe working duties after having completed twelve (12) hours from sign-on.

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#### **7. Roster Suspension**

- (a) 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.
- (b) During a period of roster suspension, allocation of rostering will be determined by the local rostering committee, if formed, local management and corporate management in line with shift limits and rostering principles contained in this Agreement.

- (c) 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.
- 

**8. Call out - For Maintenance and/or Service Restoration, (i.e. Derailment Recovery, Rerailing, etc) Activities**

- (a) Employees may be called out for maintenance and/or service restoration work in an emergency or other out of course work that is outside of their normal rostered hours.
  - (b) Where Employees are called out, they shall be paid a penalty at overtime rates outlined in clause 75.1(c), applied to their Base Rate, for the duration of the call out task. When the Employee returns to his home depot within the Employee's normal rostered, the Employee will be paid at Base Remuneration for the remainder of the rostered shift.
  - (c) Where the callout task extends beyond one shift, the interval between shifts will be as per clause 3. For hours worked on these subsequent shifts, all hours worked within the rostered shift hours will be paid at ordinary rates, any hours worked outside of the rostered shift hours shall be paid at overtime rates outlined in clause 75.1(c).
  - (d) A minimum payment of four (4) hours at overtime rates will be made in respect to any call out.
- 

**9. On Call provisions**

- (a) Should PN wish to introduce a roster system to manage on call availability it is agreed that it may do so. If introduced, participation will be voluntary for all relevant Employees.
- (b) Should an Employee on call be required to attend duty, the allowance, as set out below, for that day will no longer apply and hours worked for the call out are to be calculated in accordance with clause 8 of this Attachment , Call Out.
- (c) An Employee on call will be paid an allowance for each period designated on call. Allowances are:
  - (i) 12 Hour Night period only 1800 to 0600 - \$50.00
  - (ii) 24 hour period - \$70.00
  - (iii) 24 hour Public Holiday coverage - \$120.

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## **Attachment 2 – Maintainer Classification Levels**

### **1. Entry Level Maintainer, Level 1**

- (a) The Entry Level Maintainer is an active member of their respective workgroup and provides assistance to and share knowledge with other Employees. The role of an Entry Level Maintainer would typically include the following:
- (i) Complete induction in Pacific National Safety, Health and Environment, Human Resource and Operational policies and procedures for the respective work sites to ensure work tasks are completed safely;
  - (ii) Complete track safety awareness training to be authorised to work on and around the track;
  - (iii) Possess interpersonal skills satisfactory to communicate and work with supervisors, other maintainers and terminal operators;
  - (iv) Be familiar with and comply with Pacific National's policies and procedures;
  - (v) Use hand and fixed tools and equipment;
  - (vi) Work under direction of Core maintainer as required to perform repairs to Freight Rolling Stock;

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### **2. Trainee Maintainer, Level 2**

- (a) A Trainee Maintainer is a Maintainer who has satisfied all the requirements of an Entry Level Maintainer. The Trainee Maintainer will provide assistance to, and share knowledge with, other Employees as well as the following:
- (i) Undertake training requirements, both on-job and off-job, to progress to Core Maintainer;
  - (ii) Possess basic computer skills and utilise these as required to access and input data into maintenance management systems;
  - (iii) Undertake wagon movements in the maintenance areas using fixed and mobile equipment;
  - (iv) Work under direction of Core maintainer as required to perform repairs to Freight Rolling Stock;
- (b) It is anticipated that a Trainee Maintainer would progress to Core Maintainer when either they have been assessed as able to perform all the duties of Core Maintainer or when determined by management to be sufficiently competent in the tasks, as are required to be performed at their specific depot. In relation to Wagon rolling stock, this means being able to perform all work required in relation to the main form of wagon worked on in that particular depot. Progression will be based on passing assessment against the Core Maintainer definition below.

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### **3. Intermediate Maintainer, Level 3**

- (a) The Intermediate maintainer is a progression between Trainee maintainer and Core Maintainer, to progress to this level they must have satisfied all the

requirements of a Trainee Maintainer and achieved the specified level of the competencies required to be a Core Maintainer.

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#### 4. Core Maintainer, Level 4

- (a) In addition to the duties required of a Trainee Maintainer, the Core Maintainer is a competent Maintainer who has undertaken all training requirements and possesses all skills and qualifications to undertake the role of Maintainer in their work place. The Core Maintainer shall provide assistance to, and share knowledge with, other Employees.
- (b) This classification covers the bulk of the maintenance workforce and it is expected that all Employees would progress to this level. The role of a Core Maintainer would typically include the following:
  - (i) Perform all facets of wagon preventative maintenance and repairs. This typically includes the inspection, trouble shooting, maintenance and repairs for all wagon rolling stock components and associated equipment including the following:
    - A. Wheelsets,
    - B. Bogies,
    - C. Air brake equipment (including testing)
    - D. Pneumatic and hydraulic equipment
    - E. Draft gear, couplers, yokes, etc,
    - F. Multi- and single-platform wagons, hopper and tanker wagons, crew vans and other specially designed wagons,
    - G. Doors, hatches, latches and fastenings, etc.,
    - H. Wagon body structure,
    - I. Repairs to plant and equipment,
    - J. Other associated wagon components;
    - K. Repairs and servicing to containers and their equipment
    - L. Repairs and servicing to Trailers (Skells as used in the Express Business)
    - M. Repairs to containers, crew coaches and polar paks.
  - (ii) Test, fault find, connect and disconnect ECP brakes and components.
  - (iii) Maintenance of Containers –fitting/welding work, repair replace damaged components.
  - (iv) Conduct Roll by inspections
  - (v) Conduct & sign off for Unit Train Maintenance in-line with Business requirements
  - (vi) Conduct FX exams in-line with Business requirements
  - (vii) Perform heating, cutting activities and welding to AS1554;
  - (viii) Utilise relevant train operations and maintenance management software, RMS, TMS and Intranet, to carry out requirements of the role e.g. find and track wagons in system, change wagon condition, create work orders, enter data, move rotables;
  - (ix) Identify components, select from store and record the inventory against the relevant work order in maintenance management system;

- (x) Communication with planners and contractors in addition to supervisors, other maintainers and terminal operators;
- (xi) Operate mobile plant, equipment, vehicles and lifting equipment within work area as per site requirements;
- (xii) Undertake wagon movements in the maintenance area as required using fixed and mobile equipment;
- (xiii) Undertake wagon maintenance in-field, which would typically include unscheduled maintenance, recovery and collision damage work;
- (xiv) Fabricate and assemble components for repair/replacement/modification;

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## 5. Specialist Maintainer, Level 5

- (a) A Specialist Maintainer is one appointed as such and carries out all the duties of a Core Maintainer and will also regularly solve complex problems and communicate with senior management.
- (b) In addition, a Specialist Maintainer must undertake at least one of the following on a regular and frequent basis in line with management requirements:
  - (i) Use IT systems to develop reports, create projects in RMS and set up new rolling stock maintenance plan and rolling stock configuration details in RMS;
  - (ii) Supervise or team-lead a special project or shift to achieve set outcomes such as:
    - A. Supervise or coordinate a team for recovery work (this is a higher duties roles as required) ,
    - B. Driving of semi-trailer truck for incident response (this is a higher duties roles as required);
  - (iii) Conduct internal audits and implement changes to the quality management system in accordance with Pacific National's policies and procedures and qualified to perform this work;
  - (iv) Regularly utilise Certificate IV Training & Assessment Qualification as an integral part of the position held;
  - (v) Develop and prepare forward work plans, resources and part requirements, for the purpose of long term production planning and rolling stock co-ordination.
  - (vi) Possess and apply advanced welding techniques where welding standards by procedure call for skills above standard welding and are to be maintained at such a level via test pieces and alike to AS1796 or WTIA exam.

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## 6. Co-ordinator– Maintenance, Level 6

- (c) A Co-ordinator – Maintenance is one appointed as such and who possesses some of the capabilities of a Specialist Maintainer and is required to co-ordinate the workforce on a shift by shift basis. Pacific National will determine the number of Co-ordinator – Maintenance positions at each specific location. Appointment to positions at this level will be determined by Pacific National and will be dependent on a vacancy being available

within the depot. A Co-ordinator – Maintenance will perform the work comprehended in the lower levels as required but in addition will be appointed to perform the following:

- (i) Coordinate a whole work area;
  - (ii) Set work priorities for the team on a shift by shift basis;
  - (iii) Ensure expenditure for the depot is in line with budget;
  - (iv) Handle complex work tasks, setting work priorities to meet Pacific National's business needs;
  - (v) Handle grievances within the local work area;
  - (vi) Allocates work to contractors and ensures compliance with Pacific National specifications.
- (d) When an Employee is undertaking the tasks or responsibilities for a fixed period of time, the Employee will be classified as Co-ordinator–Maintenance for that period of time only.

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## **7. Progression within the structure:**

- (a) A Maintainer will be progressed through the classification levels based upon completion of training modules meeting level requirements.
- (b) Typically an Entry Level Maintainer would progress to Trainee Maintainer within a three (3) months period. During this stage an assessment will be made of recognition of prior learning.
- (c) Typically a Trainee Maintainer would then progress to Core Maintainer within a further twenty one (21) month period depending on the skills already attained prior to entry and the ability to meet requirements to progress to Core Maintainer. The intermediate maintainer level will be reached based on meeting specific competencies within that period. These competencies are contained in the Maintenance Structure and Development Plan which is held at the relevant maintenance facility.
- (d) If an individual is not able to progress suitably in obtaining competencies then that individual will be performance managed accordingly.
- (e) Progression to the next level will be based upon successful completion of site specific training modules and a panel interview consisting of site manager, trainer and shop floor peer representation. Consideration is to be given to acceptable understanding and demonstration of all competencies. Should concerns be raised regarding one or more competencies, the Employee can be asked to undertake re-training in those area's prior to progression to the next level.
- (f) Appointment to Specialist Maintainer position will be dependent on specific requirements of sites and based on business requirements. When an Employee is required to undertake the tasks or responsibilities for a fixed period of time, the Employee will be paid higher duties for the duration of performing such higher duties.
- (g) An appropriate training framework will be developed by Pacific National's Training group in conjunction with the relevant workplace trainers in the Maintenance area to ensure that maintenance Employees are able to perform their roles efficiently and safely as required at each depot.
- (h) Advancement from Maintainer 1 to Maintainer 3 will be by natural progression, based on obtaining the skill set defined in the classification structure within the agreed timeframes.

- (i) Advancement to Maintainer level 4 and 5 will be vacancy dependent, that is, Pacific National will determine the number of positions at a depot and appointment to those positions will be based on merit.

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**Schedule 1 - 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 Coal, NSW 2009 Enterprise Agreement. The details of this dispute are as follows:

**The Decision I wish to Dispute is:**

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**The person who made the decision is :**

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**The date the decision was made is (If Known)**

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**The reasons I wish to dispute the decision are :**

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**Your Name :** \_\_\_\_\_

**Position :**

**Signed :** \_\_\_\_\_  
Please Print Clearly

**Your Work Location & Telephone Number :**

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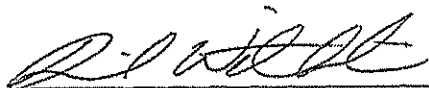
**DECLARATION AND SIGNATORIES**

This Agreement was made at Sydney on this the \_\_\_\_\_ day of \_\_\_\_\_ 2010  
Signed for and on behalf of

**Pacific National Coal, NSW**

DAVID WITHERDIN

(Name)



(Signature)

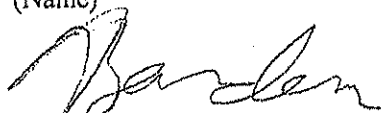
361 INDUSTRIAL DRIVE, TEMES HILL

(Address)

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

ALLAN BARDEN

(Name)



(Signature)

83-89 RENWICK ST

(Address)

REDFERN

NSW 2016

In the presence of

POOR EVERINGHAM

(Witness Name)



(Witness Signature)

In the presence of

KATHRYN PRESLEE

(Witness Name)



(Witness Signature)

Being members of the National Executive of the Union and authorised to sign an Agreement on behalf of the RTBU under the Union's registered rules.