



DECISION

Fair Work Act 2009

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

Pacific National (NSW) Pty Ltd and Asciano Services Pty Ltd
(AG2013/7601)

PACIFIC NATIONAL BULK RAIL ENTERPRISE AGREEMENT 2013

Rail industry

COMMISSIONER CARGILL

SYDNEY, 25 JULY 2013

Application for approval of the Pacific National Bulk Rail Enterprise Agreement 2013.

[1] An application has been made for approval of an enterprise agreement known as the Pacific National Bulk Rail Enterprise Agreement 2013 (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the *Act*) by Pacific National (NSW) Pty Ltd and Asciano Services Pty Ltd. The agreement is a single-enterprise agreement.

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

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

[4] The Agreement is approved and, in accordance with s.54, will operate from 1 August 2013. The nominal expiry date is 31 March 2017.

COMMISSIONER

Pacific National Bulk
Rail Enterprise
Agreement 2013

Contents

| | |
|---|----------|
| Part A - Common Clauses | 4 |
| 1 Title | 4 |
| 2 Parties | 4 |
| 3 Scope | 4 |
| 4 Operation | 4 |
| 5 Term | 5 |
| 6 Glossary of Terms | 5 |
| 7 Contract of Employment | 7 |
| 8 Probationary Employment | 8 |
| 9 Recruitment, Selection and Induction | 9 |
| 10 Hours of Work | 9 |
| 11 Higher Duties | 10 |
| 12 Stand Down | 10 |
| 13 Superannuation and Salary Sacrifice | 11 |
| 14 Disciplinary Procedures | 12 |
| 15 Termination of Employment | 13 |
| 16 Abandonment of Employment | 13 |
| 17 Redundancy | 13 |
| 18 Annual Leave | 15 |
| 19 Public Holidays | 17 |
| 20 Long Service Leave | 19 |
| 21 Personal / Carer's Leave (previously Sick Leave) | 21 |
| 22 Unpaid Carers Leave | 24 |
| 23 Trauma Leave | 24 |
| 24 Compassionate Leave | 25 |
| 25 Parental Leave | 25 |
| 26 Leave Without Pay | 25 |
| 27 Jury Service | 26 |
| 28 Special Leave | 26 |
| 29 Defence Leave | 26 |
| 30 Consultation and Change | 26 |
| 31 Resolution of Disputes | 28 |
| 32 Transfer of Existing Employees | 29 |
| 33 Temporary Transfer | 31 |

| | | |
|-------|---|-----------|
| 34 | Salary Maintenance | 32 |
| 35 | Payment for Use of Employee's Own Motor Vehicle and Travel | 33 |
| 36 | Uniforms | 34 |
| 37 | Representatives | 34 |
| 38 | Workplace Relations Training | 35 |
| 39 | Individual Flexibility Arrangement | 35 |
| 40 | Health and safety | 37 |
| 41 | Medical Assessments | 37 |
| 42 | Payment of Wages | 39 |
| 43 | Internal Transfer of Work | 39 |
| 44 | Picnic Day - Former Freightcorp Employees Only | 40 |
| 45 | Travel Passes – Former FreightCorp Employees Only | 40 |
| 46 | Remuneration | 41 |
| <hr/> | | |
| | Schedule 1 - Notification of Dispute or Grievance..... | 46 |
| | Part B – Train Crew and Terminal Operators..... | 47 |
| 1 | Contracts of Employment | 47 |
| 2 | Classifications and Pay Levels | 48 |
| 3 | Hours of Work | 54 |
| 4 | Remuneration | 55 |
| 5 | Home Base and Sign-On/Sign-Off Provision | 56 |
| 6 | Rostering Guidelines | 58 |
| 7 | Rostered Days Off (RDOs) Train Crew | 60 |
| 8 | Roster Changes | 60 |
| 9 | Shift Lengths | 62 |
| 10 | Meal Breaks | 64 |
| 11 | Interval between Shifts | 64 |
| 12 | Mandatory Rest Period | 65 |
| 13 | Confirming Next Turn of Duty | 65 |
| 14 | Lift-Up and Lay-Back | 66 |
| 15 | Resting Away | 67 |
| 16 | Roster Suspension – Forecast Rosters | 67 |
| 17 | Available Days | 68 |
| 18 | Rostering Guidelines for Terminal Operators | 69 |
| <hr/> | | |
| | Part C – Support Staff..... | 74 |
| 1 | Scope | 74 |
| 2 | Support Stream Classifications, Descriptions and Pay Levels | 74 |
| <hr/> | | |

| | | |
|----------|--|-----------|
| 3 | Meal Breaks/Rest Breaks | 80 |
| 4 | Management of Hours of Work | 80 |
| 5 | Home Base and Sign On / Sign Off Provisions | 81 |
| 6 | Rostering Provisions | 82 |
| 7 | Shift Lengths | 83 |
| 8 | Interval between Shifts | 84 |
| 9 | Working Rostering Changes | 84 |
| <hr/> | | |
| | DECLARATION AND SIGNATORIES | 85 |
| | Attachment 1 - Driver Only Operations Compendium | 86 |
| | Attachment 2 – Bulk Rail Principal Roads..... | 93 |
| | Attachment 3 – Medical Assessment & Blood Pathology Locations *.. | 95 |
| <hr/> | | |

Part A - Common Clauses

1 Title

The title of this Agreement is the ***Pacific National Bulk Rail Enterprise Agreement 2013*** (the **Agreement**).

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 Bulk Rail**);

- Employees employed by Pacific National Bulk Rail to perform work within the classifications contained within this Agreement; and
- Australian Rail Tram and Bus Industry Union (**ARTBIU**) assuming the ARTBIU elects to be covered by the Agreement pursuant to section 183 of the Act

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 Bulk Rail 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.

No employee engaged by Pacific National Bulk Rail under a Common Law Contract, performing 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.

4 Operation

- (a) The terms of this Agreement apply in a manner that does not exclude the National Employment Standards (**NES**). No provision of the NES is displaced by this Agreement. The NES provisions may be supplemented by the terms of this Agreement. The NES will continue to apply to the extent that any term of this Agreement is detrimental in any respect when compared with the NES.

5 Term

This Agreement will commence and will be effective from 7 days after the approval of this agreement by the Fair Work Commission and operate until 31 March 2017.

6 Glossary of Terms

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

Agreement shall mean Part A and Part B, or Part A and Part C whichever is applicable.

Aggregate Allowance means 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 means a nominated location where Train Crew are signed off/on and are accommodated away from their Home Base.

Barracks/Resting Working means a shift where Train Crew are rostered to complete a shift at a Barracks/Rest Location away from their Home Base.

Base Rate means the rates as set out in Part B and Part C

Blank Line Working means 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

Dayworker means 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, means a standalone period of six (6) weeks, where ordinary hours are averaged. The Duty Cycle consists of 228 ordinary hours.

Employee means a person who is employed in a full time, part time, fixed, task or casual basis.

Forecast Work/Working means a shift where sign-on/off and Shift Lengths are provided.

FWC means Fair Work Commission

Golden Weekend means one weekend off in four as per the Rostering Guidelines Clause

Home Base means the Employee's normal location where they commence their shift.

Master Roster means Roster(s) that are permanently displayed at a location that show rostered days off and any known tasks or work.

Not Required means a period of time that does not need to conform to the hours of a Rostered Day off, but does conform to all other conditions and payments related to a Rostered Day Off

Not To Work: Used to indicate non-working days for those employees employed in a part time capacity. Employee/s have to agree to work on their Not To Work days.

Permanent Line means an allocated line on a roster.

Roster Cycle means for Non Train Crew - the period of weeks an Employee's normal rostered hours are averaged over as agreed through the roster consultation process.

Selfdrive Shift: Where employees are expected to drive a vehicle

Shiftworker means any Employee who works rostered shifts including shifts outside the hours of 0600 to 1800 Monday to Friday.

TBA/To Be Advised means when the Next turn of Duty is not available upon signing off.

Terminal Locations:

| | |
|--------------|---|
| Enfield | Clyde, Weston Siding, Enfield Yard, Inside Boral |
| Parkes | Parkes Yard, Parkes Sub Terminal |
| Werris Creek | Werris Creek Yard, Werris Creek Sub Terminal |
| Moss Vale | Moss Vale Yard, Berrima Junction, Berrima, Inghams |
| Morandoo | Port Waratah Yard, Morandoo and Bullock Island |
| Narrabri | Narrabri Yard, Narrabri West |
| Cootamundra | Junee Sub Terminal, Cootamundra Yard, including silos, Temora Sub Terminal. |
| Nowra | Nowra yard, Manildra Mill Sidings |

Terminal Driver Operations means where an Employee is required to be driving in terminal boundaries.

The Act means *The Fair Work Act 2009* (Cth) as amended from time to time.

Total Remuneration means the aggregate of an Employee's Base Rate plus Aggregate Penalties and the Aggregate Allowance.

Train Crew means for the purposes of this Agreement to Locomotive Driver Classification as set out in Part B.

Working Roster means Roster(s) developed from Master Rosters that provide more details of attendance requirements.

7 Contract of Employment

7.1 General Principles and Undertakings

- (a) Pacific National Bulk Rail 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 Bulk Rail may offer employment on one or more of the types of employment described below.
- (c) When engaged, all Employees shall participate in training during work hours.
- (d) 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.
- (e) 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 three (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 agree to work additional hours at ordinary rates
 - (iv) For Train Crew (Part B employees) actual hours worked will be paid each fortnight and adjustment of 0.8 standalone payment will be made at completion of the duty cycle of a full time employee for hours worked above 228.
 - (v) Support Staff (Part C employees) must have the minimum number of hours agreed to in writing and may be required to work additional hours at ordinary rates up to the maximum of an average of 38 hours over the roster cycle. These employees may agree to work hours above the 38 hours over the roster cycle.
- (f) Casual Employees are Employees paid on an ad hoc basis by the hour. The minimum engagement on each instance shall be three (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, paid 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 19(c)(ii)); or
 - (d) Redundancy payments.
- (ii) Pacific National Bulk Rail 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 Bulk Rail 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 Bulk Rail may seek to fill the position by other means and this action may result in the casual Employee's employment being terminated.
- (g) 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 twelve (12) months.

8 Probationary Employment

- (a) A probationary period will be for three months from the date of commencement and 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 Contract of Employment. The company will be able to extend the probationary period up till a period of six months from the date of commencement.
- (b) During the probationary period, the Employee's employment may be terminated by either the Employee or Pacific National Bulk Rail 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.

9 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 Bulk Rail 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 contract of employment 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 Bulk Rail will ensure that all Employees are appropriately inducted into their workplace following appointment.
- (f) All selections will reflect Pacific National Bulk Rail's commitment to equal employment opportunity and the elimination of unlawful discrimination.
- (g) Pacific National Bulk Rail 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.

10 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 the public holidays as set out within Clause 19 *Public Holidays* and annual leave as set out within Clause 18 *Annual Leave* for a shift worker; or

- (ii) One thousand, nine hundred and seventy-six (1976) hours which includes the public holidays as set out within Clause 19 *Public Holidays* and annual leave as set out within Clause 18 *Annual Leave* for a day worker.
- (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) Pacific National Bulk Rail may request or require an employee to work reasonable additional overtime hours. However, Pacific National will only make such a request or issue such a requirement in compliance with the requirements imposed by section 62 of the Fair Work Act 2009 (Cth). In the event that an employee proposes to refuse such a request, Pacific National Bulk Rail requires the employee to provide 72 hours notice.

11 Higher Duties

- (a) 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.
- (b) While acting in a higher duties role for a period of time greater than 4 weeks all leave taken during the period acting in the role shall be paid at the higher rate.
- (c) In the situation where Train Crew (Part B) Employees are working in a Higher Duties capacity for the whole of the Duty Cycle, then their excess hours will also be paid at the higher duties rate.
- (d) 11(b) and 11(c) does not apply in the event of:
 - (i) Encashment of Leave as per the leave provisions within this agreement
 - (ii) Termination of Employment whilst acting in a Higher Duties Capacity

12 Stand Down

- (a) Pacific National Bulk Rail 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 Bulk Rail cannot reasonably be held responsible.
- (b) Each Employee affected, and if the Employee so chooses, a representative, which can include the Union, must receive written notice (which may include email) outlining the date on which the stand down is to commence, the reasons for the stand down and the expected duration

of the stand down. This advice is to be provided at least two clear days prior to the stand down commencing. However, in circumstances where Pacific National Bulk Rail is aware in advance that Employees will be required to be stood down, for example planned maintenance, then Pacific National Bulk Rail must give affected Employees at least fourteen (14) clear days notice.

- (c) As soon as practicable and prior to the Stand down commencing, Pacific National Bulk Rail 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 Bulk Rail.
- (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 Bulk Rail 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 Bulk Rail.
- (h) Notwithstanding any other provision of this clause, Pacific National Bulk Rail shall not be entitled to deduct any payment for any public holiday, which occurs during a period of stand down.

13 Superannuation and Salary Sacrifice

- (a) For Employees who were employed by FreightCorp immediately prior to the commencement of their employment with Pacific National Bulk Rail, 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 Bulk Rail will continue to be a participating member of the Australian Super (previously known as Superannuation Trust of Australia (**STA**)). Pacific National Bulk Rail will provide superannuation benefits as required by law by making payments to the Australian Super 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.

14 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 Bulk Rail 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 Bulk Rail may stand the Employee down, with pay, during part or all of the investigation.
- (d) In implementing disciplinary action, Pacific National Bulk Rail 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 Resolution of Dispute Procedure outlined in Clause 31 of this Agreement.

15 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 15(a) above will be increased by one (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 Clause 15(a).
- (d) If Pacific National Bulk Rail so chooses, the Employee shall receive a payment in lieu of working the notice period.
- (e) Notwithstanding Clauses 15(a) and 15(b) above, Pacific National Bulk Rail 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.

16 Abandonment of Employment

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

- (a) However prior to Pacific National Bulk Rail confirming the termination, Pacific National Bulk Rail 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 five (5) days of the date of the letter.
- (b) If no response is received, Pacific National Bulk Rail shall confirm the termination.

17 Redundancy

(a) A redundancy occurs in a circumstance where Pacific National Bulk Rail 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 17(a) a suitable alternative position which includes, but not limited to, the following:
 - (i) 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 Bulk Rail (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 17(b) above, a suitable alternative position may be a position:
 - (i) Elsewhere within Pacific National Bulk Rail operations; or
 - (ii) With another related entity to Pacific National Bulk Rail; or
 - (iii) With an unrelated entity in circumstance where Pacific National Bulk Rail has sold all or part of its business.
- (d) Where Pacific National Bulk Rail decides that it no longer requires the position an Employee has been doing to be done by anyone, Pacific National Bulk Rail:
 - (i) Shall undertake consultation, as outlined in Clause 30 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 Bulk Rail has the right to accept or reject expressions of interest from individual Employees.
- (e) Subject to Clause 17(d)(iii), 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 Bulk Rail needs for competencies;
 - (ii) Employee qualifications;
 - (iii) Employee past work performance and experience;
 - (iv) An Employee's suitability for Pacific National Bulk Rail 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 be calculated:
 - (i) On the Employee's Base Rate at the time of termination for the Employee's ordinary hours of work;
 - (ii) Shall be paid on a pro rata basis for part years of service. Pro rata shall be calculated to the day.
 - (iii) The rate of payment is four week's 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.
 - (iv) 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 Bulk Rail shall offer to pay the Employee's relocation expenses, as set out in Clause 32 to a maximum of \$34,000 provided however that the cost of relocation shall be no more than 75% of the cost of the redundancy. This relocation allowance shall be adjusted by a formula that applies the Consumer Price Index (**CPI**) (weighted average of eight (8) capital cities). This adjustment shall be made annually in the first full pay period following the release of CPI data for the September quarter each year.

18 Annual Leave

- (a) Employees are entitled to Annual Leave in accordance with the Act and as set out below.
 - (i) A Dayworker shall receive four (4) weeks annual leave being the equivalent to 152 hours;
 - (ii) Shiftworkers shall receive five (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 weeks. Employees may request to take leave in less than one week blocks. Any such request is subject to approval by Pacific National Bulk Rail.

- (e) For all Employees (other than (Part B) Employees) annual leave will be deducted at thirty-eight (38) hours per week or the rostered hours for annual leave taken less than a week.
- (f) For Part B) Employees, when annual leave is taken in fewer than fortnightly blocks, it will be deducted from the Employee's accrual at 7.6 hours for each day of leave taken (excluding Rostered RDO's). Otherwise all annual leave will be deducted, from the Employees accrual of annual leave, at thirty-eight (38) hours per week.
- (g) Where a public holiday falls during a period of annual leave, Pacific National Bulk Rail will credit the Employee with an additional day of annual leave.
- (h) Leave should be taken in the year following its accrual. For this to happen, Pacific National Bulk Rail will develop rosters, in consultation with affected Employees. Employees must take leave in accordance with leave rosters.
- (i) Employees may, subject to approval by Pacific National Bulk Rail, 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 Bulk Rail. Subject to these conditions Pacific National Bulk Rail will not otherwise unreasonably withhold approval to the exchange of rostered blocks of annual leave.
- (j) In the event that an employee agrees to cancel leave, this period of leave will not be rostered for the next twelve months following the cancellation of this leave. However:
 - (i) this cancelled leave will not exceed 266 hours;
 - (ii) this will not prevent the employee from requesting leave during this period; and
 - (iii) in the event that there are significant operational changes brought about by events outside Pacific National Bulk Rail's control (such as drought), Pacific National Bulk Rail, through consultation, may direct and roster the employee to take cancelled annual leave.
- (k) Where an Employee believes that special circumstances exist, they may apply to their manager to defer the taking of their annual leave for up to twelve months. Applications to defer annual leave should be made prior to the posting of the annual leave roster and approval by Pacific National Bulk Rail is subject to the operational needs of the business.
- (l) Payment of accrued leave, including upon termination, will be made at the Total Remuneration rate.
- (m) 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.

- (n) Annual Leave is normally rostered in seven (7) day blocks from Saturday to Friday for Part B (Train Crew) Employees. For all other Employees, annual leave can be rostered in any seven (7) day period.
- (o) In the situation where Train Crew (Part B Employees) have requested annual leave in blocks of one week or more, the following will apply:
 - (i) For Blankline Rostering, annual leave will commence at 2000 hours. Where late running service impacts beyond 2000, the Employee is expected to complete assigned tasks up to 2400.
 - (ii) For Forecast Rostering, annual leave will commence no later than 2200 hours. Where late running service impacts beyond 2200, the Employee is expected to complete assigned tasks up to 2400.
 - (iii) In the event that an Employee agrees to work past 2400hrs, then the Employee is entitled to an additional 0.8 stand alone allowance for all hours worked beyond 2400 and all actual hours worked will be credited to duty cycle
- (p) In the situation where Train Crew (Part B) take greater than four weeks of annual leave, upon returning from leave, these employees will be allocated thirty (30) minutes to read all relevant safety and communication notices.

Cashing Out of Annual Leave

- (q) Employees may, with the agreement of Pacific National Bulk Rail, cash out accrued annual leave as follows:
 - (i) Each request made by an Employee must be agreed to in writing by Pacific National Bulk Rail; and,
 - (ii) An Employee may only cash out accrued annual leave in excess of 4 weeks . That is, after cashing out, an Employee must have no fewer than 4 weeks of accrued annual leave.
 - (iii) An 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.

19 Public Holidays

- (a) Due to the nature of the work performed by Pacific National Bulk Rail, being a business that operates twenty-four (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 Bulk Rail, 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 Bulk Rail, 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:

Where a public holiday falls on a RDO, the Employee shall receive their normal pay.
 - (iv) Notwithstanding Clause 19(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 Bulk Rail 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 Clause 19(b).
 - (ii) Substitution:

For shift workers 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. However, in the situation whereupon there are two Public Holidays that fall on the same day, a substitute day will be provided.
 - (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 DIL, where approved by Pacific National Bulk Rail, 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:

Where a public holiday falls on an RDO all Employees shall receive a payment of 7.6 hours.
- (e) Where a public holiday falls during a period of annual leave and/or LSL, Pacific National Bulk Rail will provide the Employee with an additional day of leave.

20 Long Service Leave

- (a) Subject to Clauses 20(j) or (l) 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 Clauses 20(j) or (l) 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 a written agreement to this effect between Pacific National Bulk Rail and the Employee. 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 employer based termination or when an employee resigns, for employees who have in excess of five (5) years service but who have not yet qualified for LSL as per clauses 20(a) and/or (k) or (l) any pro rata LSL accrued for such service will be paid out. If the employer based termination is for misconduct or disciplinary reason, no payment shall be made
- (e) Employees will apply for long service leave and Pacific National Bulk Rail 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 Bulk Rail 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 Bulk Rail can roster LSL following consultation with the Employee and/or their representative a minimum of four (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) Employees may elect to take long service leave at half pay under special circumstances as deemed appropriate by their relevant manager.
- (j) Other than as provided for in this Agreement, and for the avoidance of doubt, this Clause 20 shall operate to the total exclusion of any other State or Territory legislation or provision of an industrial instrument purporting to deal with an Employee's entitlement, accrual or process to long service leave.
- (k) Special provisions for some former National Rail Employees:
This provision relates to Employees who were employed by Pacific National (ACT) Ltd at 27 February 2004. For these Employees the long service leave outlined in Clauses 20(a) and (b) will be paid at the Total Remuneration.
- (l) 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 Bulk Rail. These Employees have the

following entitlement to long service leave in place of the provisions outlined in Clauses 20(a) and (b) 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.

21 Personal / Carer's Leave (previously Sick Leave)

- (a) An employee may take paid personal/carer's leave if the leave is taken:
 - (i) Because the employee is not fit for work because of a personal illness, or personal injury affecting the employee; or
 - (ii) To provide care or support to a member of the employee's immediate family or a member of the employee's household, who requires care or support because of:
 - (a) A personal illness or, or personal injury, affecting the member; or
 - (b) An unexpected emergency affecting the member
- (b) 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.
- (c) Part-time Employees will receive a pro-rata allocation of Personal / Carer's leave.
- (d) An Employee shall, as soon as reasonably practicable inform Pacific National Bulk Rail of his/her inability to attend for work and, as far as practicable, state the estimated duration of absence. Such notification should be reasonably attempted to be given prior to the Employee's shift commencement time for work.
- (e) An Employee must advise Pacific National Bulk Rail of his/her intention to resume work as soon as he/she becomes aware of his/her ability to do so but by no later than 11:00 hours that day to be considered for the next Turn of Duty. If advice occurs after 11:00 hours that day and work is available, then the Employee can be rostered. However, if work isn't available, they will be deemed to be on personal leave. In this situation if an Employee advises of their intention to resume work between 11:00 and 16:00 hours then medical evidence is not required. However, if this advice occurs post 16.00, then medical evidence is required in accordance with Clause 21(f).
- (f) Where personal / carer's leave:

- (i) Exceeds three working days; or
- (ii) Is taken on any public holiday on which the Employee was rostered for work; or
- (iii) Is taken before or after a RDO, public holiday, annual leave or long service leave; or
- (iv) For each instance of personal/carer's leave without a certificate exceeding six (6) days per twelve (12) month period.

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

- (g) If a Pacific National Bulk Rail 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.
- (h) 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.
- (i) 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 any other sick leave.
- (j) Each shift in respect of which Personal / Carer's leave has been approved will be deducted on the following basis:
 - (i) For Train Crew (Part B) Employees, when personal leave is taken in fewer than fortnightly blocks, it will be deducted from the Employee's accrual at 7.6 hours for each shift. Otherwise all personal leave will be deducted, from the Employees accrual of personal/carers leave, at seventy-six (76) hours per fortnight
 - (ii) For all other Employees, Personal / Carer's leave deductions will be made in accordance with the rostered hours.

(k) **Medical Examination**

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 Bulk Rail 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 Bulk Rail. Pacific National Bulk Rail will meet the cost of examination and any travelling costs.

- (l) If an Employee becomes ill or injured whilst on annual leave, Personal / Carer's Leave shall be approved and the Employee's annual leave shall be re-credited on the proviso:
 - (i) The Employee has contacted their manager / supervisor within three (3) days of becoming sick; and
 - (ii) The illness is supported by a medical certificate.
- (m) 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 (7) 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.

(n) **Medical Retirement**

- (i) 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 Bulk Rail 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.
- (ii) 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.

(o) **Sick Leave pending Worker's Compensation**

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.

22 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 Bulk Rail.
- (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 Bulk Rail 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:
 - (i) A personal illness, or injury of the member; or
 - (ii) An unexpected emergency affecting the member.

23 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.

24 Compassionate Leave

- (a) Employees are entitled to two (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 24(a) above, paid leave of up to five (5) days in total 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/step-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.

25 Parental Leave

- (a) Employees are entitled to Parental Leave in accordance with the relevant provisions of The Act which, for the avoidance of doubt, includes Adoption Leave.
- (b) 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.
- (c) 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.
- (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 Clause 25 shall be paid at the Base Rate.

26 Leave Without Pay

Pacific National Bulk Rail 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.

27 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 may retain any payment made by the court

28 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
- (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 Bulk Rail will not unreasonably withhold such approval.
- (c) Special leave is paid at the Base Rate.

29 Defence Leave

Pacific National Bulk Rail will provide unpaid leave for defence force reservists in accordance with the requirements set out in the Defence Reserve Service (Protection) Act 2001

30 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 Bulk Rail operations.
- (b) Levels of staffing, equipment and methods of operation may be varied from time to time by Pacific Bulk Rail 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 Bulk Rail 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 Bulk Rail shall allow the Employee, their representative and the Union, an opportunity to express their view or concerns. Pacific National Bulk Rail 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 Bulk Rail 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 fourteen (14) days from the date of notification by Pacific National Bulk Rail as set out in Clause 30 (c) above, subject to the provisions of Clause 30 (d) being complied with. Failure to comply with the provisions of Clause 30 (d) will delay and or extend the fourteen (14) day period accordingly.
- (f)
- (i) Should Pacific National Bulk Rail fail to provide the notification as required in Clause 30 (c) above Pacific National Bulk Rail 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 Clause 30 (d) has been complied with.
 - (ii) Further, where Pacific National Bulk Rail has failed to engage in any consultation what so ever with the affected Employees, their representative or their Union, may issue Pacific National Bulk Rail, within seven (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 Bulk Rail 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 Bulk Rail, may implement change after a further fourteen (14) days.
- (h) **Significant Change**
- 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.

(i) **Right to Conciliation**

Notwithstanding the above, once the notification has been provided or consultation has commenced in accordance with this clause, either party may notify FWC of a dispute, in accordance with Clause 31, with respect of the proposed change. In such circumstances, Clauses 31(b)(i) to (iv) need not be followed.

(j) **Right to Arbitration**

- (i) 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 Sub-Clauses (c) and (d) above.
- (ii) The Employees with their representatives shall have a further right to arbitrate a dispute where Pacific National Bulk Rail have introduced the change and the provisions of Sub-Clause (f)(i) have been enacted.

31 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 Bulk Rail and its Employees in relation to the National Employment Standards, 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.
 - (a) 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 Bulk Rail Manager who made the decision which is subject of the dispute notice.
 - (b) The Local Manager will consider the issues raised and will respond to the Employee who lodged the notice within twenty-four (24) hours. This response may be verbal or in writing, if so requested.
 - (ii) 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.

These discussions must be concluded within forty-eight (48) hours.

- (iii) 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 forty-eight (48) hours.
- (iv) If the dispute / grievance remains unresolved, a “cooling off period” of forty-eight (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.
 - (a) 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 FWC for the purpose of conciliation of the dispute. The conciliation must occur as soon as reasonably practicable.
 - (b) Where a dispute / grievance is escalated to the point of involvement of either an independent mediator or the FWC in conciliation, the parties acknowledge the significance of this point being reached. Therefore, any recommendation made by the independent mediator or FWC in an attempt to assist the parties to resolve the dispute / grievance will be treated as highly influential.
 - (c) Where both parties agree, they may empower the mediator or member of the FWC 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 performed immediately before the dispute or grievance.

32 Transfer of Existing Employees

32.1 Relocation

- (a) Pacific National Bulk Rail proposals that may require an Employee to relocate will be subject to the consultative provisions outlined in Clause 30 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 Bulk Rail requires the Employee to relocate their residence, Pacific National Bulk Rail 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.

32.2 New Depots Terminals and Home Base Locations and Home Base location closure

Where Pacific National Bulk Rail introduces new Work Locations more than 10 Kilometres from an Employees existing Home Base, Pacific National Bulk Rail 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 32.1 above will apply.

33 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 Bulk Rail 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 Duty 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 Bulk Rail 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 Bulk Rail 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 \$178.97 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 \$21.24 for each breakfast and each lunch, \$26.68 for each dinner and \$109.81 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 hours | 0800 hours |
| Lunch | 1300 hours | 1400 hours |
| Dinner | 1830 hours | 1830 hours |
| Bed | 0100 hours | 0100 hours |

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 Bulk Rail 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 Bulk Rail or arranging their own accommodation. Where accommodation is arranged by Pacific National Bulk Rail, 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.

34 Salary Maintenance

34.1 Existing Employees on Salary Maintenance

- (a) Pacific National Bulk Rail 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.
- (b) Employees who entered salary maintenance pursuant to Clause 35 of the Pacific National Operation Services Union Collective Agreement 2006, Pacific National Bulk Services Division Industrial Products Union Collective Agreement 2006 and Pacific National Bulk Services Division Grain Union Collective Agreement 2006 will continue to receive salary

maintenance on the same basis as was provided in those respective clauses.

34.2 Employees Engaged Prior to 27 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:

- (a) The Employee will retain the classification they held at the date of lodgement of this Agreement and receive the pay increases applicable under this Agreement.
- (b) If the Employee is promoted during the life of this Agreement, they will be salary maintained on their Total Remuneration for a period of twelve (12) months (and receive the annual remuneration increases prescribed in Clause 45 of this Agreement before reverting to being salary maintained at the level in Clause 34.2(a) above.

34.3 New Employees Engaged After 27 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:

- (a) 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 45 of this Agreement during this period.
- (b) 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.

34.4 Reasonable Alternative Offers

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

35 Payment for Use of Employee's Own Motor Vehicle and Travel

In addition to other rates payable in accordance with this agreement, an Employee shall also be entitled to the following:

- (a) Where an Employee agrees to use his/her own vehicle to travel to another sign on/sign off point, the Employee shall be reimbursed for additional expense associated with any extra distance from the

Employee's usual residence to their usual Home Base (eg. usual commute 7 kilometres, commute to new sign-on/sign-off point 12 kilometres - reimbursement for 5 kilometres extra distance).

- (b) 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.
- (c) 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.
- (d) Where an Employee finishes work at a location that is different to the sign-on location, the Company will provide transport back to the sign-on location, the Company will provide the transport back to the sign-on point, unless otherwise agreed. In these circumstances, actual sign-off will be on the return to the sign-on location and shall be within the shift length.
- (e) Where there is genuine hardship with respect to sign on/off points outside their usual Home Base the company will consider alternative transport arrangements at no cost to the Employee agreed.

36 Uniforms

- (a) Pacific National Bulk Rail will provide Employees with uniforms and, where required, protective clothing or equipment.
- (b) Pacific National Bulk Rail will replace uniforms, protective clothing and equipment on a "*fair wear and tear*" basis.
- (c) If Pacific National Bulk Rail 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 30 of this Agreement.

37 Representatives

- (a) Pacific National Bulk Rail 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 Bulk Rail 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 Bulk Rail will not unreasonably refuse to approve such leave.
- (e) Pacific National Bulk Rail 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 Bulk Rail 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.
- (g) 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.

38 Workplace Relations Training

- (a) Workplace relations training is specifically targeted at maintaining harmonious workplace relations between Pacific National Bulk Rail 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 Bulk Rail will allow a maximum of 1000 hours in total per year for such training, provided it does not interfere with operational requirements.

39 Individual Flexibility Arrangement

- (a) Notwithstanding any of the other provisions in this Agreement, Pacific National Bulk Rail and an individual Employee may agree to vary the application of terms of this Agreement to meet the genuine individual needs of Pacific National Bulk Rail and the individual Employee. The

terms of the Agreement Pacific National Bulk Rail and the individual Employee may agree to vary are those concerning:

- (i) Arrangements for when work is performed;
 - (ii) Overtime Rates
 - (iii) Penalty Rates and;
- (b) Pacific National Bulk Rail and the individual Employee must have genuinely made the agreement under Clause 39(a) without coercion or duress.
- (c) The agreement between Pacific National Bulk Rail and the individual Employee under Clause 39(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 Bulk Rail and the individual Employee pursuant to Clause 39(a) must also:
- (i) Be in writing, name the parties to the agreement, be signed by Pacific National Bulk Rail 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 Bulk Rail 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 Bulk Rail must give the individual Employee a copy of the agreement within fourteen (14) days.
- (f) Except as provided in Clause 39(d)(i), the Agreement must not require the approval or consent of a person other than Pacific National Bulk Rail and the individual Employee.
- (g) Any agreement made pursuant to Clause 39 may be terminated:
- (i) By Pacific National Bulk Rail 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 Bulk Rail and the individual Employee.
- (h) The right to make an agreement pursuant to this Clause 39 is in addition to, and is not intended to otherwise affect, any provision for an agreement between Pacific National Bulk Rail and an individual Employee contained in any other term of this Agreement.

40 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 workplace 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 Bulk Rail allows any form of legislative consultation concerning health and safety to occur. In addition, Pacific National Bulk Rail 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 Bulk Rail 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 Bulk Rail 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.
- (f) 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.
- (g) 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.

41 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 including all required tests up to the "Determination". In addition Pacific National will pay for the cost of a stress ECG and Glucose Blood Test (fasting) whether undertaken before or after determination.
- (b) Notwithstanding clause 41 (a), Pacific National will pay for the cost of the first sleep apnoea test or provide the equipment or administration of the test to enable the employee to undertake the test at no cost in accordance with the National Standard for Health Assessment of Rail Safety Workers ("National Standard"). For the avoidance of doubt, the first sleep apnoea test means that any other sleep apnoea tests conducted after this initial test, will need to be organised and paid for by the employee.

- (c) 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 Unconditional
 - II. Temporarily Unfit For Duty
 - III. Fit for Duty Conditional
 - IV. Fit for Duty Subject to Review
 - V. Fit for Duty Subject to job modification
 - VI. Permanently Unfit for duty
- (d) 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.
- (e) 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.
- (f) 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.
- (g) The above provisions do not exclude any obligations arising under the applicable Worker's Compensation legislation.
- (h) 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 \$90 allowance and have two hours credited to their Duty Cycle Hours.
 - (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 \$90.

42 Payment of Wages

42.1 Wage/Salary Payments

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

43 Internal Transfer of Work

- (a) The Parties acknowledge that a "*transfer of work*" as described within the Act is not dealt with under this clause.
- (b) The Parties acknowledge that Pacific National Bulk Rail 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 Bulk Rail 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.

44 Picnic Day - Former Freightcorp Employees Only

- (a) This clause shall only apply to current Employees of Pacific National Bulk Rail 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 Bulk Rail from that date.
- (b) For the purposes of this clause, one Picnic Day shall be organized between 1 December and 31 January in a twelve (12) month cycle.
- (c) Further to Clause 44(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.

45 Travel Passes – Former FreightCorp Employees Only

- (a) Subject to Sub-Clauses 45(c) and (d), a Pacific National Bulk Rail 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 "*cashd 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.

46 Remuneration

46.1 Remuneration Increase

The Base Remuneration outlined in this agreement will be increased in the following manner:

Operative Date Percentage Increase

- 4.00% effective from the beginning of the first pay period on or after approval of this Agreement by the Fair Work Commission
- 4.00% effective from the beginning of the first pay period on or after 1st April 2014
- 4.00% effective from the beginning of the first pay period on or after 1st April 2015
- 4.00% effective from the beginning of the first pay period on or after 1st April 2016

46.2 Annual Allowance

Employees will receive an annual allowance of \$500 gross. This allowance will be paid as per the following:

- The first pay period on or after approval of this Agreement by the Fair Work Commission
- First practicable pay period in October 2014
- First practicable pay period in October 2015
- First practicable pay period in October 2016.

46.3 Sunset Clause

It is the intention of both parties to negotiate in good faith and endeavour to reach agreement as soon as possible. In support of this, the parties agree to commence active discussions to prepare for the agreement renewal 12 months prior to the agreement expiry.

On expiry of the agreement on the 31st of March 2017:

- (a) an increase of 2% of the Annual Remuneration rate will be made in the first full pay period after that date, effective from 31 March 2017, if the parties to the existing agreement have not reached agreement by that date.

- (b) if a new enterprise agreement or appropriate IR instrument has been finalised prior to this date then this payment will not be made.
- (c) if a new enterprise agreement or appropriate IR instrument is finalised after this date but prior to 30 September 2017, the salary increase paid on the expiry date shall be absorbed into the commencement of the new enterprise agreement or appropriate IR instrument. It is agreed the commencement date of the new enterprise agreement or appropriate IR instrument will be the date upon which the parties reach agreement during this period.
- (d) there is no automatic entitlement to back pay in arrears of this agreement being finalised. The effective date of the agreed salary increase (above the 2% as provided for in (a) above), unless otherwise negotiated, will be the date of in principle agreement.
- (e) note for the purposes of this clause that "finalised" means the parties have reached agreement in principle.

46.4 Performance Incentive Program

Unless otherwise provided for in Part B, Part C or Part D of this agreement the following will apply;

The Parties have agreed to implement a Performance Incentive Program (**PIP**) which will be applied for three years:

- Year 1 is defined as the period 1 July 2012 to 30 June 2013;
 - Year 2 is defined as the period 1 July 2013 to 30 June 2014;
 - Year 3 is defined as the period 1 July 2014 to 30 June 2015;
 - Year 4 is defined as the period 1 July 2015 to 30 June 2016
- (a) The objectives of the PIP are identified as:
 - (i) Agree on an appropriate performance measure;
 - (ii) Create an incentive for Employees to improve performance;
 - (iii) Share with Employees the benefits attributable to improved performance that delivers financial benefits to the organisation.
 - (b) The requirements of the PIP target are identified as:
 - (i) Targets for Employees are to be tangible and measurable;
 - (ii) Employees need to have a reasonable level of control over the area of performance being used as a measure;
 - (iii) The targets need to be achievable with the output of reasonable effort by the Employees;
 - (iv) The targets need to reflect a level of performance that is an improvement on existing performance;
 - (v) Area of performance improvement being used for the Employees is fuel reduction as measured by Litres per Thousand Gross Tonne Kilometres (L / '000 GTK);

- (vi) Gross Tonne Kilometres is calculated by multiplying the gross weight of a train (i.e. the weight of the locomotives and wagons plus the payload) by the distance travelled. The following exclusions are made:
 - (a) Non-NSW data;
 - (b) Services not operated by Pacific National Bulk Rail Employees.
- (vii) Litres measures all fuel consumed by Pacific National Bulk Rail. The following exclusions are made:
 - (a) Non-NSW data;
 - (b) Fuel used on services not operated by Pacific National Bulk Rail Employees;
 - (c) Fuel not used (write-offs, etc.).
- (viii) Employees may be required to assist in generating reliable data to accurately measure fuel use. This may involve:
 - (a) Implementation of new practices;
 - (b) Requirement to perform existing measurement practices with greater accuracy and reliability.
- (c) The target will apply to Pacific National Bulk Rail Employees covered by the Pacific National Bulk Rail Enterprise Agreement 2012.
 - (i) Targets will be set for each year prior to the commencement of the Agreement and actual performance compared to target will be measured on an annual basis.
 - (ii) The Base Level of Performance is identified as 5.745 L / '000 GTK across NSW Bulk Rail business.
 - (iii) The target being set for the business are as follows:
 - (a) Year 1 target is a 3% reduction on Base Level Performance;
 - (b) Year 2 target is equivalent to a further 3% reduction on Year 1 target;
 - (c) Year 3 target is equivalent to a further 2% reduction on Year 2 target;
 - (d) Year 4 target is equivalent to a 1.5% reduction on Year 3 target;

- (iv) The annual targets for the business during the life of this Enterprise Agreement will be:

| Period Being Measured | Target (L / '000 GTK) |
|------------------------------|------------------------------|
| 1 July 2012 to 30 June 2013 | 5.5727 |
| 1 July 2013 to 30 June 2014 | 5.4055 |
| 1 July 2014 to 30 June 2015 | 5.2973 |
| 1 July 2015 to 30 June 2016 | 5.2178 |

- (d) Actual performance will be measured against the target at the end of each period. The company will provide statistics for year-to-date performance updated on a quarterly basis for the purpose of both parties being able to track ongoing fuel consumption compared to the target.
- (i) If at any stage during Year 1, Year 2 or Year 3 either party has concerns in regards to the target that has been set, the parties will meet to discuss these concerns and if agreed by both parties, the targets for Year 1, Year 2 or Year 3 may be adjusted.
- (ii) The annual PIP payments that may be made, depending on whether targets have been met over the three (3) year period, will be applied to the base wage rate as follows:
- (a) 1st year achieved paid from the beginning of the first pay period on or after 1 July 2013 – One off bonus of 1.00% of base hourly rate (as at previous financial year) as per classification structure times 1976 hours
- (b) 2nd year achieved paid from the beginning of the first pay period on or after 1 July 2014 – One off bonus of 1.00% of base hourly rate (as at previous financial year) as per classification structure times 1976 hours
- (c) 3rd year achieved paid from the beginning of the first pay period on or after 1 July 2015 – One off bonus of 1.00% of base hourly rate (as at previous financial year) as per classification structure time 1976 hours
- (e) All Pacific National Bulk Rail Employees working directly under the Pacific National Bulk Rail Enterprise Agreement 2012 will be eligible for participation in this Incentive Program. However the following Employees will not be eligible to participate:
- (i) Employees who have ceased employment with the company prior to the completion of a year of performance will not be eligible;
- (ii) Employees whose employment has been terminated due to disciplinary reasons prior to the payment of any performance incentive payment will not be eligible;

- (iii) Pacific National Bulk Rail is willing to appoint an independent auditor to review the calculations for accuracy at the end of each year at a cost to be shared between Pacific National Bulk Rail and the RTBU.

Schedule 1 - Notification of Dispute or Grievance

To : _____ **Date :** _____

Insert Name of Manager to whom Notice is Given

I hereby give notice that I wish to invoke the dispute settlement process in Clause 31 of the Pacific National Bulk Rail, NSW 2013 Enterprise Agreement. The details of this dispute are as follows:

The Decision I wish to Dispute is:

The person who made the decision is:

The date the decision was made is (If Known)

The reasons I wish to dispute the decision are:

Your Name: _____

Position: _____

Signed: _____

Please Print Clearly

Your Work Location & Telephone Number:

Part B – Train Crew and Terminal Operators

1 Contracts of Employment

In addition and in conjunction with the Contracts of Employment as outlined in Part A, Train Crew will be provided with the opportunity to enter in to a Flying Crew Contract of Employment as per the following conditions:

Flying Crew are Train Crew who are deemed a flexible and mobile workforce;

- (a) The company may deploy Flying Crew to cover various operational requirements. For the avoidance of doubt, various operational requirements are those which are required to cover the satisfaction of commercial requirements, unpaid leave, annual leave, long service leave coverage, long term sick coverage, training and safe work training. It is intended that commercial requirements is defined as when new contracts are obtained or changes are made to existing contracts that impact on the labour resources required
- (b) In the event that a Flying Crew Employee is working from their home depot, they will operate under their own separate Master Roster and be used in the following situations:
 - (i) All Leave Types
 - (ii) Training
 - (iii) Workers Compensation
 - (iv) Special Duties
 - (v) Relief of Employees on-loan
- (c) At any given time, a maximum of 5% of permanent full time Train Crew that fall under the Parties and Scope of this Agreement may be employed as Flying Crew
- (d) Flying Crew would be restricted to those Employees that fall under the Parties and Scope of this Agreement
- (e) The following employment conditions apply to Flying Crew:
 - (i) Flying Crew Employees will be required to travel and work from various locations as specified by the company.
 - (ii) The company, with a minimum of one weeks' notice in writing, may at any stage change the work location of the Flying Crew Employee
 - (iii) Flying Crew Employees will receive an annual allowance of \$7,500 gross. This will be paid in equal fortnightly instalments.

- (iv) The anticipated timeframe of relocation will be advised in writing to the employee and be subject to business and operational requirements. A minimum of two (2) weeks will be given in any event of an extension of the advised timeframe and this extension will be confirmed in writing.
- (v) Temporary Transfer Allowances will apply in accordance with the relevant provision within this Industrial Agreement
- (vi) Flying Crew will be employed under the terms of this Agreement.
- (vii) Flying Crew may be employed as either Full Time, Part Time, Casual or Fixed Term Employees
- (viii) In the event that the Flying Crew Employee is not required, the Employee will be offered another suitable position within Bulk Rail or Pacific National Bulk Rail, subject to provision Part A Clause 17
- (ix) Notwithstanding the above conditions which shall be outlined / included within the Flying Crews contract of employment and signed by both the Company and Employee upon their commencement, all other conditions of employment within this Industrial Agreement will continue to apply to Flying Crew.

2 Classifications and Pay Levels

Employees covered by this Agreement shall be employed in any of the classifications as set out below:

- (a) Pacific National Bulk Rail may, subject to complying with any consultation requirement outlined in Clause 30 of this Agreement, where the implementation of any change will have a significant impact on Employees, determine the following:
 - (i) The type and number of positions in the organisation and the organisational structures;
 - (ii) Employee levels;
 - (iii) Specific work practices; and
 - (iv) Specific equipment and its use.
- (b) The classifications to which this Agreement applies are set out in this clause.
 - (i) The classification structure provides flexibility to design new positions or to redesign existing positions, including the way work is performed, so that Pacific National Bulk Rail can respond to changes in the business and commercial environment.
 - (ii) The process of position design or position redesign may require Employees to undertake activities that have not traditionally been within their classification stream or that have not been previously part of their position.

- (iii) Where positions are adjusted or redesigned, the Employee will be entitled to be paid at a classification level that equates to the work
- (iv) or activities being undertaken in the new position subject to the provisions of the Salary Maintenance clause of this Agreement.
- (c) There is one defined career path with an appropriate classification structure that operates within this Agreement.
- (d) The career path provides a structured career path for Employees who are engaged in positions that directly focus on the business operations of the organisation.
- (e) This Agreement and the above stream improves flexibility, this allows work to be allocated in the most efficient manner, recognising Employees use of skills and competencies within the appropriate classification and pay levels.
- (f) Subject to Employees completing relevant training and acquiring the necessary competencies for their position, they will progress through the classification structure up to and including Level 5.

2.2 Principles

The classification structure operates in accordance the following principles:

- (a) Positions will be defined in terms of their primary accountabilities or main functions;
- (b) Employees moving through the classification levels will be required to accept responsibility for the safe and efficient management of train operations.
- (c) 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.

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. Employees will progress through the classification structure up to and including Level 5.

- (d) Classification of an Employee is based on business need and assessment of the demonstration of primary tasks, accountabilities, qualifications, competencies, capability and performance required in the position rather than skills possessed by an Employee.
- (e) An Employee in a particular classification may be required to perform activities and tasks that are deemed to be safe and appropriate to that classification and for which the Employee has been trained and has current and demonstrated competency.
- (f) An Employee may be requested to participate in forums about safety, operational enhancements, business improvement and customer requirements to assist and support the overall Pacific National Bulk Rail objectives

2.3 Mixed Functions/Higher Duties for Train Crew & TO's Only

Where an Employee is required to perform tasks that are not covered by the classification in Part B or Part C of Pacific National Bulk Rail Enterprise Agreements they shall be paid at the rate of \$85,806.32 pa (indexed as per the increases under this agreement). Employee's who perform higher duties in these positions will be entitled to RDO overtime at the higher rate. APM will be adjusted in line with the relevant roster, for periods of two weeks or greater of higher duties.

2.4 Assessment of Competencies

- (a) All Employees, including when first engaged, when transferring from one classification to another will participate in a process of personal performance assessment and feedback – they will be assessed in terms of their competence.
- (b) References to competencies here and generally in this document, refers to the satisfactory and continuous demonstration of appropriate qualifications, skills, knowledge, ability, physical and mental capability, performance, behaviour and attitudes as required by the business and relevant to the appropriate position. At any time, an Employee may be required to carry out tasks and demonstrate competencies relevant to a lower classification.

2.5 Classifications, Position Descriptors and Pay Levels

- (a) The table in Clause 2.5(d) outlines the classification titles, position descriptors and classification pay levels:
- (b) There is an expectation that all Employee's will move through the classification structure.
- (c) Notwithstanding the classification structure, an Employee shall be provided with the opportunity and be required to maintain the competencies and requirements of the classification level which will be regularly reviewed. Such reviews will be conducted with a view towards recognition of improved performance and/or to provide constructive and positive support such as additional training where areas for improvement are identified. To this end, reviews shall be objective, transparent and based on practicable and measured mechanisms to deliver competency and enhance career paths, promote productivity, safety and understanding of company policies, job satisfaction and communication within the enterprise.
- (d) Train Crew Classifications

| Levels | Description | Pay Level |
|-----------------|---|-----------|
| Level 1 Trainee | An entry level Employee engaged as a Trainee whilst completing stage 1 and 2 training. The Employee may be required to perform various other duties considered to be safe and appropriate to this position for which they are | \$50146 |

| | | |
|-------------------------------------|---|---------|
| | competent to perform. An assessment will be conducted based on the Employee's suitability to move to Level 2 at the completion of training. | |
| Level 2 Trainee Driver | An Employee at this level will be engaged as a Trainee Driver and be required to perform the duties of Trainee Driver during train operations. The Employee will also be required to carry out shunting, roll-by duties as required. At this level the Employee will complete the engine/air component (Block School) of training and Train Examination. Upon completion of the Block School the Employee will spend time with a qualified driver operating as a Level 6 for a period of time until the Employee has successfully completed the 'ON Job Driving Under Supervision Checklist'. On successful completion of the On Job Workbook the Employee must be deemed a competent Level 3 Mainline Driver in Training. | \$58245 |
| Level 3 Mainline Driver in Training | An Employee who has advanced to Level 3 will work with the Level 5 driver for ongoing coaching and tutoring. Employees at this level may be required to work with all levels within this classification structure At this level: <ul style="list-style-type: none"> • The Employee will learn and be competent in one principal road • The Employee will be required to perform driving duties, including Terminal Driver Only Operations, Shunting, Terminal Driver, Yard duties and Marshalling (see Terminal Location Definition) and • The Employee will also operate as a Driver as part of a Train Crew on the main line and • The Employee will be required to be competent in 1 principle road and 1 mainline route before progressing to level 4. The employee must be assessed and deemed competent to progress to Level 4 in accordance with the competencies and licences as associated and defined by that location | \$63821 |
| Level 4 Mainline | An Employee at this level will be required to perform tasks on mainline operations including | \$66353 |

| | | |
|------------------------------------|---|---------|
| Locomotive Driver | <p>DOO. A Locomotive Driver will also be required to assist personnel in a broad range of Rail Operations for example but not limited to Route Knowledge and Driver/Terminal DOO. An Operator will be required to learn and become competent in all principal roads associated with the depot. and operate on multiple routes. An operator is required to maintain appropriate qualifications at all times and will be provided the opportunity to do so where appropriate.</p> | |
| Level 5 Advanced Locomotive Driver | <p>An Employee who has demonstrated competence at Level 4, will be promoted to Advanced Locomotive Driver subject to possessing the necessary qualifications and competence</p> <ul style="list-style-type: none"> • All Principal Roads (as attached) that apply to Depot Rosters. The principal roads may be altered during the term of this agreement with consultation due to changes in business requirements and the Depot Master Roster. • At this level the Employee may be required to coach / tutor (buddy driver) other Employee's | \$68879 |
| Level 6 Driver Trainer - Assessor | <p>Certain Employees may, subject to the needs of the business and demonstrated competence at Level 5, be promoted to Driver Trainer/Assessor and/or act as Driver/Trainer Assessor, subject to possessing the necessary qualifications.</p> <p>A Driver Trainer/Assessor occupies an important leadership position in the organisation. They will have already demonstrated and continue to demonstrate, superior competence and performance in all aspects of operations covered in Levels 1 to 5 above.</p> <p>In addition to any other operational duties as required, the Driver Trainer/Assessor is required to undertake training, competency assessments, Employee communication, mentoring and motivation, performance reviews and feedback, investigations, audits, procedural and business improvement reviews, customer presentations and other special duties and tasks as required.</p> | \$74568 |

(e) Terminal Operator Classification

| Level | Description | Pay Level |
|---------------------------|--|------------------|
| Trainee Terminal Operator | An employee at this level is in training to perform their primary functions of Terminal Operator. The employee at this level will be trained to undertake work tasks associated with: <ul style="list-style-type: none"> • Shunting and Marshalling Rolling Stock • Radio Communications • Providing Operational assistance for Train movements • Conducting Train Examination • Perform Basic Wagon Maintenance | \$50,131 |
| Terminal Operator Level 2 | An employee at this level, will have deemed to be competent within the work tasks as outlined within the Trainee Terminal Operator Level and will perform these duties without direct supervision and will perform at least 3 of the following work tasks unsupervised and on a daily basis: <ul style="list-style-type: none"> • Shunting and Marshalling Rolling Stock • Radio Communications • Providing Operational assistance for Train movements • Conducting Train Examination • Perform Basic Wagon Maintenance • The duties of the Trainee Driver | \$58,232 |
| Terminal Operator Level 3 | An employee at this level having deemed to be competent, is expected to display leadership and coach/mentor level 1 and 2 Terminal Operators and is required to perform all of the work tasks unsupervised and on a daily basis: <ul style="list-style-type: none"> • Shunting and Marshalling Rolling Stock • Radio Communications • Providing Operational assistance for Train movements • Conducting Train Examination • Perform Basic Wagon Maintenance • Locomotive Start Up and Stabling | \$60,090 |

(f) Where Employee's are permanently employed outside of the classification structure of this EA where circumstances require them to

maintain their skills, competence and qualifications and to meet the needs of the business, such Employees may from time to time be required to conduct tasks and duties detailed in Levels 1 to 6 above and whilst performing these duties. Where this occurs the relevant conditions of the EA will apply

- (g) Once a Terminal Operator has reached Level 3 within the Terminal Operations Classification structure, there may be opportunity for the employee to move to the support stream classification structure subject to position availability, business requirements and the principles as outlined in Part C clause 2.1
- (h) When a terminal operator works a rest job as part of train crew, working they will be entitled to rest detention in accordance with clause 15.1 and a meal allowance for barracks detention in accordance with clause 15.2.

2.6 Rate of Pay for Specific Duties (Including TO's)

Pay Level 6 will be paid for three man push pull duties.

Pay Level 6 will be paid for two man push pull duties.

Pay Level 6 will be paid for driver only main line duties.

3 Hours of Work

3.1 Management of Hours

An Employee's ordinary hours will be managed over six (6) week Duty Cycles of 228 ordinary hours.

3.2 Overtime

- (a) All hours worked in excess of the six (6) week Duty Cycle (228 ordinary hours) shall be paid at a multiplier of 1.8.
- (b) Where hours are worked on a RDO they will be paid in the current pay period. Payment will be made at 1.8.
- (c) All RDO overtime hours stand alone and apart from all other hours worked. This means that overtime hours worked on RDO's are not counted toward the Duty Cycle.
- (d) All overtime penalties are applied to Base Remuneration.
- (e) Where Train Crew are ahead of the cycle hours target Pacific National Bulk Rail will provide as much notice as possible when giving multiple days off as reasonably practicable. If this advice occurs and Pacific National Bulk Rail requests the Employee to work it will be at the Employees discretion.
- (f) Pacific National Bulk Rail may request or require an employee to work reasonable additional overtime hours. However, Pacific National will only make such a request or issue such a requirement in compliance with the requirements imposed by section 62 of the Fair Work Act 2009 (Cth). In

the event that an employee proposes to refuse such a request, Pacific National Bulk Rail requires the employee to provide 72 hours notice.

4 Remuneration

Employee's covered by this Agreement shall be entitled to:

- (a) The Base Rate as set out in Clause 1 of this Agreement for the applicable classification;
- (b) The Aggregate allowance as set out in Clause 4.3; and
- (c) The Shift Penalties as set out in Clause 4.4.

4.2 Remuneration Increase

The Remuneration increases are set out in Clause 46 of Part A.

4.3 Aggregate Allowance

An Aggregate Allowance will be paid in lieu of all industry and award allowances the rate of \$5,677.88, which will be indexed by the wage (increases in this agreement. The Aggregate Allowance will be paid fortnightly and applied to all levels.

4.4 Shift Penalties (Shift Penalties Allowance Multiplier – SPAM)

Shift Penalties are calculated for a whole Master Roster, Employees rotate through lines on a Master Roster without altering SPAM.

Employees shall be entitled to multiples of the Shift Penalties (the Shift Penalty Allowance Multiplier - SPAM) as follows:

| Data required to Calculate an Shift Penalty Allowance Multiplier | | | |
|---|--|------------------------------|--|
| Base Data | Column A Actual number of hours in Roster Cycle | Shift Multipliers | Column B Hour Equivalent |
| 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 hours to 1800 hours.

Note 2: Afternoon and Night Shifts fall within the hours of 1800 hours to 0600 hours.

To calculate the SPAM 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.

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

Where an SPAM 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 SPAM is no longer relevant, a revised SPAM will be calculated and applied based on the revised work plan or roster arrangements.

In depots that utilise Blank Line and combinations of Forecast and Blank Line Rosters, SPAM will be calculated by using 8.44 hours as a base for blank working days. For blank days that fall between Monday to Friday SPAM will be calculated by applying 1/3 of the hours to day shift and 2/3 of the hours to Afternoon/Night shift.

5 Home Base and Sign-On/Sign-Off Provision

(a) Upon commencing employment, an Employee shall be allocated a sign on/sign off point at which he/she shall commence and finish a shift. This point shall be located within a depot, terminal or office (referred to as the **Home Base**) where the Employee shall report in order to commence and complete a shift.

There may be multiple sign on/off locations attached to a home depot within a 10 km radius. An Employee required to sign on/off at locations outside their normal commute shall be reimbursed in accordance with the provisions in this agreement.

Home Base sign on points will contain the following:

- (i) Car Parking – Consultation will occur at each location where new car parking is proposed. Where current car parking facilities exist they will be maintained.
- (ii) Amenities including a meal room with appropriate facilities.

- (iii) Communications as required.
 - (iv) Operational documentation.
 - (v) Notice board.
- (b) Sign on and sign off points within a Home Base may be varied following consultation with the affected Employees.

It is an Employee's responsibility to convey themselves to their designated sign on point. However, with respect to sign on/off point outside their usual Home Base, in cases where, because of genuine hardship, Employee's are unable to transport themselves to a sign on point, Pacific National Bulk Rail may provide transport to the sign on point at no cost to the Employee. Genuine hardship may include personal commitments such as family responsibilities.

Below is the list of locations which represents the home depot and multiple sign on/off points in respect of those depots:

| | |
|-----------------|-----------------------------|
| Parkes | Goobang Junction |
| Enfield | Clyde, Weston's, Chullora |
| Clyde | Enfield, Weston's, Chullora |
| Morandoo | North End, Port Waratah |

- (c) Remote Sign On/Off Provision
- (i) Remote sign-on/off points may be determined at the discretion of the company in consultation with the respective depot.
Remote sign on/off points will contain the following:
 - (a) Car Park
 - (b) Amenities including a meal room with appropriate facilities
 - (c) Communications as required
 - (d) Operational documentation
 - (e) Notice Board
 - (ii) Where an Employee is required to report at a remote location for sign on/sign off in order to commence and complete a shift, private motor vehicle reimbursement will be paid as prescribed in accordance with this agreement. Below is the list of the existing remote sign on locations in respect of those depots.
 - Cootamundra**, Junee, Temora
 - Junee**, Cootamundra, Temora
 - Moss Vale**, Goulburn
 - Werris Creek**, Tamworth
- (d) For any new remote sign on locations identified during the life of this agreement, consultation will occur with affected Employees.

- (e) Where an Employee finishes work at a location that is different to the sign on location, Pacific National Bulk Rail will provide transport back to the sign on point, unless otherwise agreed. In these circumstances, actual sign off will be on the return to the sign on location and shall be within the shift length.
- (f) There will be no remote sign on points outside of a 50 km radius unless agreed with the affected Employee's except for the sites listed in this agreement.
- (g) It is an Employee's responsibility to convey themselves to their designated sign on point. However, with respect to sign on/off point outside their usual Home Base, in cases where, because of genuine hardship, Employee's are unable to transport themselves to a sign on point, Pacific National Bulk Rail may provide transport to the sign on point at no cost to the Employee. Genuine hardship may include personal commitments such as family responsibilities.
- (h) Roster officers will apply their best endeavours to minimise the impact of Employee's entitlement to intervals between shifts where excess travelling time is a factor. Excess travelling time, as described in clause above, shall be included in an Employee's fatigue scoring.

6 Rostering Guidelines

- (a) Master Rosters
 - (i) A Master Roster shall be exhibited primarily for the purpose of indicating rostered days off (**RDO's**) and any known work and to meet the operational requirements of the business having regard to fatigue principles.
 - (ii) Pacific National Bulk Rail in consultation with the local roosting committee where formed, will develop and modify Master Rosters consistent with operational and business requirement.
 - (iii) The number of Pacific National Bulk Rail initiated Master Roster changes shall not exceed four (4) in any twelve (12) month period, unless there is a specific business requirement. Where there is a business requirement to exceed 4 changes formal consultation will occur with the depot.
 - (iv) Where a change to a Master Roster is proposed, formal consultation will commence at least twenty-eight (28) days prior to the intended implementation date of the new Master Roster.
 - (v) Following the consultation, the final Master Roster is to be posted fourteen (14) days in advance of its introduction.
 - (vi) Any changes to the Master Roster which do not impact on an Employee's RDO will not constitute a Master Roster change.

- (vii) Blankline Master Rosters will indicate timezones where the shifts will commence upon returning from an RDO only. The timezones will be as follows:
 - (a) Time Zone One: 0600-1500
 - (b) Time Zone Two: 1500-2359
 - (c) Both parties agreed that that the Employee may not be required to work, after an RDO.
- (viii) Rosters shall be arranged to provide the maximum number of complete weekends rostered off duty which shall be at least one weekend off in four unless altered by way of agreement:
 - (a) For Blankline Rostering, a Golden Weekend will comprise of a minimum fifty-eight (58) hours commencing 2000 hours Friday to 0600 hours Monday. Where late running service impacts beyond 2000, the Employee is expected to complete assigned tasks up to 2400 and the Employee will be entitled to an additional 0.8 stand alone allowance for hours worked beyond 2000 and all actual hours worked will be credited to duty cycle
 - (b) For Forecast Rostering, a weekend will comprise of a minimum fifty six (56) hours commencing 2200 hours Friday to 0600 hours Monday.
- (ix) The following will apply for Annual Leave Relief Lines (Forecast Working Only)
 - (a) There will be a minimum of nine (9) days notice for advice regarding holiday relief unless otherwise agreed with the affected Employee.
 - (b) RDO's will be displayed for annual leave relief lines on the Master Roster and will be adhered to if no annual leave relief coverage is required.
 - (c) In the event that there is no Employee on annual leave, all working for the fortnight must be posted.
- (b) There may be more than one roster developed at a location for a similar or the same positions.
- (c) Working Rosters

Where variations to any Master Roster, not impacting on RDO's is required, a Working Roster is developed.

Working Rosters must be posted weekly at least nine (9) days in advance of the Sunday on which the roster is to commence.
- (d) Daily Work Plan

A Daily Work Plan may also be used to provide specific details of sign on times, barracks working and return and any other relevant information requirements.

- (e) All Employees will be allocated to a Permanent Line, rotate through lines in their roster and as far as practicable, hours are to be equalised out over Duty Cycle

7 Rostered Days Off (RDOs) Train Crew

- (a) There will be a minimum of 104 designated RDOs per annum for forecast rosters and a minimum of 130 designated RDOs for blank line averaged over the annual hours of the work cycle inclusive of periods of leave. If an Employee works a combination of forecast and blank line rosters, they will receive an extra one (1) RDO per fortnight when on blank line. Rostered days off can only be altered via a Master Roster change, unless by agreement with the Employee concerned. Some of the RDO's for Blankline and Combinations rosters will be allocated as Available days as per Clause 17 *Available Days*.
- (b) Single rostered days off should be avoided wherever possible in favour of grouping of such days off.
- (c) Defining the dimensions of RDO's
 - (i) RDO's will commence from 0001 and conclude at 0600 the following day, each additional day will be in blocks of twenty-four (24) hours duration following the duration of the initial RDO at 0600 hours.
 - (ii) This may be altered during the development of the roster or in consultation and agreement of the Employees working the roster, but shall not be less than thirty (30) hours
- (d) From time to time train running may infringe an RDO, where this occurs consultation and agreement with the individual must be sought and any infringement of an RDO will attract an additional payment at the rate of point eight (0.8) of the Employee's Base Rate.

8 Roster Changes

Pacific National Bulk Rail acknowledges that it will use its best endeavours to construct Master Rosters to reflect the real and likely work, so to minimise any changes that may be subsequently required to rosters.

8.1 Forecast Rosters

- (a) For changes to Forecast working that do not impact on RDO's Employees will be contacted of the changes either:
 - (i) at least nine (9) days prior to the Working Roster; or
 - (ii) Changes with less than nine (9) days' notice can be only be made within lift up and lay back limits.

- (b) For specific reasons Employees can request for their manager to consider retaining the Master Roster sign on time. Notwithstanding this changes are permitted within lift up/lay back guidelines. Employees should advise their immediate supervisor of their requirements at least two weeks prior to the posting of the Working Roster.
- (c) In the event that there is a *selfdrive shift* in restworking in the master roster, at least 24 hours' notice will be provided to alter the task, unless the shift is being used to avoid a shift limit breach.

8.2 Blankline Rosters

For changes to confirmed sign on times Employees will be given a minimum of twelve hours' notice for their next turn of duty within the advice period. The agreement of the Employee concerned is required where less than twelve (12) hours' notice is provided.

8.3 Exception

With the exception of the circumstances within Clause 8.1 *Forecast Rosters* and Clause 8.2 *Blankline Rosters* when a subsequent change is required the following will apply:

- (a) The sign-on for any new or altered work must be within the lift up and lay back thresholds, when applied to the original shift; and
- (b) Alternative or new work may be provided, where possible;
- (c) Pacific National Bulk Rail has the right to deploy a driver from one form of work to another so long as the work falls within their skills and competencies. In cases where rest working is involved the Train Crew must be returned to their home sign off point in the same shift unless agreed with the Employee;
- (d) If no alternative or new work is available within the lift up and lay back threshold, the Employee is to drop into the next advice period to receive advice for their next turn of duty. Only by agreement with the Employee can this provision be negated;
- (e) If no new or alternative work is available, i.e. the shift is cancelled, and at least three (3) hours notice is not provided, the Employee will have 7.6 hours credited against their Duty Cycle.
- (f) Train Crew will receive wake up calls for all shifts where the sign on time is between 2000-0800, protection of lift-up and lay back will still apply. If a shift cancels during this period and the Employee is not required to attend work the Employee will be given a not required and no additional payment will be made. The Employee will fall into the next available advice period. In the event that the shift that cancels is an overtime shift, clause 8.3(e) will apply.
- (g) Subject to relevant OH&S, fatigue management and operational issues, Employees may mutually exchange rostered working shifts, with the approval of the relevant manager or rostering staff. Pacific National Bulk

Rail will not unreasonably withhold approval where such requests are cost neutral.

- (h) In the case of a one person operation, there is to be a minimum break of not less than thirty (30) minutes taken at some time between the third and fifth hour of each shift.

9 Shift Lengths

9.1 Maximum Shift Lengths

- (a) The maximum Shift Length shall be twelve (12) hours, subject to the limits prescribed below:

| Crew Arrangement | Maximum Shift Length |
|--|--|
| Driver Only Mainline/Terminal | As prescribed by legislation relevant to each state Current eight (8) hours in Victoria, nine (9) hours all other states territory's |
| Depot Shift (for the avoidance of doubt, a Depot Shift can be defined as a shift that is rostered as a local and the Employee must work this shift as directed) completion of assigned tasks does not apply to depot shifts. | 10 hours Depot shifts will be planned for up to ten (10) hours however maximum shift limits could be worked to in the event that relief is required for long hour shifts or emergency working |
| Two Person Operation Driver with qualified second person | 11 Hours |
| Driver/Driver (Minimum Classification of Level 4 who is competent in at minimum of at least one route) - refer to Attachment Two- Bulk Rail Principal Roads. Notwithstanding the above, for the Nowra Depot- Driver/Driver (Minimum Classification of Level 3) can be utilised for the 12 hour shift limit for trains worked from Nowra to Orange and return. A qualified driver who is learning the route or being assessed for route knowledge or competency is considered a qualified driver for the purposes of shift length | 12 hours |

- (b) For the purposes of this clause, a shift that exceeds 11 hours but is less than twelve (12) hours is taken to be a twelve (12) hour shift. A maximum of six (6) shifts of twelve (12) hours is to be worked in any fourteen (14) day period.
- (c) If rostered or working on a NON depot shift that cancels, and an Employee is moved to depot shift work, the shorter shift length will apply.

9.2 Rostered Working Time and Actual Working Time

- (a) Employees may be required to work hours additional to those in the Master/Working Roster (up to the maximum shift length) to complete the assigned task(s).
- (b) Employees may be required to work up to the rostered sign off time when the task(s) are completed early. In the event the Employee is required to work beyond their rostered sign off time, it will be by agreement with the Employees concerned.

9.3 Minimum Shift Lengths

- (a) Subject to types of shifts below, the actual working time credited to the Duty Cycle for shifts worked will be the greater of the actual hours worked or 7.6 hours.
- (b) Shifts of a minimum four (4) hours may be used for:
 - (i) Training (where training shifts are proposed, as far as practicable, the content should provide a training shift of eight (8) hours);
 - (ii) Medical examination, trauma counselling, incident statements
 - (iii) Team meetings;
 - (iv) Transporting other Employees by means of motor vehicle.

9.4 Exception

Crew may be rostered to travel back to their original sign-on location within a 16 hour maximum shift limit from a Pacific National Depot and within twelve (12) hours for all other rest locations, 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 twelve (12) hours. For arrangements in accordance with this clause, one (1) meal allowance will only be paid for shifts that exceed twelve (12) hours.

When travelling back to the Home Depot, public transport shall not be used between 2000 hours and 0400 hours. Hire cars, XPT, taxis or crew vehicles will be utilised between these hours.

9.5 Maximum hours on Duty in Emergency Situations

The requirements of this clause do not apply in the event of:

- (a) an accident or emergency; or
- (b) any urgent circumstances approved by the ITSRR; or
- (c) 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 driver or drivers concerned indicate their fitness to work the extended hours.

In this clause **Emergency** means an emergency arising out of an actual or imminent event, such as fire, flood, storm, earthquake or explosion, that:

- (d) endangers, or may endanger, the safety of persons, or
- (e) destroys or damages, or may destroy or damage, property.

10 Meal Breaks

- (a) Employees shall have a meal break of thirty (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 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.
- (c) 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.

11 Interval between Shifts

- (a) At Home Base
 - (i) Eleven (11) hours or twelve (12) hours if the previous shift length worked was in excess of eleven (11) hours.
 - (ii) From 1st January 2014, the home base interval between shifts will be twelve (12) hours
- (b) At a Rest Location
 - (i) Minimum eight (8) hours or ten (10) hours if the previous shift length worked was greater than eleven (11) hours
- (c) Such intervals between shifts may be reduced to seven (7) hours through the roster development process in consultation with the Employees. Outside of the roster development process and on a case by case basis agreement with the individual is required. The minimum rest period described in a Master Roster will apply.

Notwithstanding this, the following rest locations are agreed as minimum seven (7) hour rest:

- Enfield Depot –Nowra & Blayney
- Moss Vale – Enfield & Nowra
- Cootamundra - Moss Vale

- Parkes - Cobar
- Werris Creek – Newcastle
- Gulgong- Cobar

12 Mandatory Rest Period

- A Mandatory Rest Periods will be provided after having worked eleven (11) consecutive shifts.
- Mandatory Rest Periods shall conform to the same conditions as an RDO, as outlined above.

Forecast

Where an Employee works an overtime shift, at the Company'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, the company will credit 7.6 hours (minimum Shift) to the Employee's Duty Cycle

Blankline

Where an Employee works an overtime shift, at the Company's request, and this results in the Employee not being able to work a previously rostered shift that is confirmed due to the taking of the Mandatory Rest Period, the company will credit 7.6 hours (minimum Shift) to the Employee's Duty Cycle

13 Confirming Next Turn of Duty

- Next turn of duty will be in accordance with the starting time shown on the Master Roster, the Working Roster, the Daily Work Plan or advice period, subject to any lift-up or lay-back adjustment.
- Confirmation of an Employee's next turn of duty, sign-on time, sign off time and details of any Barracks Working will normally be provided upon signing off duty on the previous shift. If an Employee has been advised for a job in which he is not qualified to do he must advise rostering staff and be given an alternative job before signing off.
- The Daily Work Plan will be available and posted to confirm the allocation of work, sign-on time, and details of any Barracks working by 1730 hours on each day. The work plan will contain advice for at least the following shift/s up to 0600 hours the subsequent day, i.e. thirty (30) hours of advice subject to changes due to operational requirements.
- The advice for the return shift, sign-on time, sign-off time, fatigue score and other relevant information will be provided at the same time if available
- 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.

- (f) 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.
- (g) When an Employee signs off duty before the morning advice period and no advice is available for their next turn of duty, the Employee will fall back into the afternoon advice period.
- (h) Train Crew will receive wake up calls for all shifts where the sign on time is between 2000-0800, protection of lay back will still apply. If a shift cancels during this period and the Employee is not required to attend work the Employee will be given a not required and will fall into the next available advice period. Wake-up calls will not be made for local work which will defined through consultation with each depot.
- (i) 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.
- (j) It is the intention of the company to call Train Crew however an Employee who has not received advice during the pm call period shall make contact with Pacific National Bulk Rail not later than 1800 hours to obtain their next turn of duty. If the Employee has left a message on the rostering telephone and has not been contacted by 2000 hours on the day by Pacific National Bulk Rail, the Employee will deemed to be rostered off.
- (k) Barracks Working Advice - Blank Line Only
 - (i) Where not included on either the Master or Working Rosters, Train Crew will be notified of any barracks working upon signing off duty on the previous shift or where possible twelve (12) hours in advance.
 - (ii) Whereupon Train Crew sign off at rest locations the confirmed return advice will include sign on and sign off times and assigned tasks.
- (l) 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. Where such advice has been provided it will be logged by the company to avoid doubt.

14 Lift-Up and Lay-Back

- (a) At home location, Train Crew must be contactable to allow for a two (2) hour lift-up and a four (4) hour lay-back.
- (b) It is expected that crews will be called to sign on duty as required at resting locations. Lift-up and Lay-back thresholds will apply from the confirmed sign on time at the rest location. It is the responsibility of the

Employee to advise the appropriate telephone number to facilitate a call to sign on duty.

- (c) No more than two alterations to the confirmed sign-on time will be made.
 - (i) Alternative or new work may be provided, where possible.
 - (ii) If no alternative or new work is available within the lift up and lay back threshold, the Employee is to drop into the next advice period to receive advice for their next turn of duty.
 - (iii) If no new or alternative work is available, ie. the shift is cancelled, and at least three (3) hours notice is not provided, the Employee will have 7.6 hours credited against the hours of work cycle.

15 Resting Away

Rosters for Train Crew may include tasks or positions that involve a rest period away from the initial sign on location. 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 or sign-on point.

15.1 Rest Detention

- (a) Rest Detention shall commence 12 hours after Train Crew have signed off at a rest location. Train Crew will receive a payment at the penalty rate of 1.8 times their Base Rate, for all time in excess of twelve (12) hours until sign-on of the next shift. The shift limit starts from the sign on of that shift. Train Crew must be signed off at their home location within a 40 hour pattern span from their sign on time at Home Base.
- (b) Where possible Train Crew will be relieved on arrival at their home depot if there is a crew already on duty and available to provide relief.
- (c) Where the company does not provide meals, Employees shall be paid a meal allowance as per the table in Clause 15.2 for each completed eight (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.

15.2 Meal Allowance for Barracks Working

Meal allowance will be paid at the current applicable rate (\$27.56) for every completed eight (8) hour period or part thereof and adjustments will be made in accordance with % increases in this agreement and as allowed by the ATO.

16 Roster Suspension – Forecast Rosters

- (a) In situations where a major derailment, washaway, customer maintenance programs or other unplanned circumstance causes major service disruption, 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) Where practicable, a minimum of seven (7) days notice will be provided and consultation with the respective depot will occur.

17 Available Days

- (a) Available Days will be limited to Friday, Saturday, Sunday and Monday. Available Days will be used to cover absenteeism only. Absenteeism in this context means an Employee's absence from work in accordance with an entitlement to personal/carer's leave as outlined in Part A Clause 21 .
- (b) Furthermore, Available Days will not be used to cover:
 - (i) Absenteeism to work services at other depots (exception: Available Days can be used to replace absenteeism ex-rest from your home depot).
 - (ii) Long term absenteeism. Long term absenteeism is defined as a situation where an Employee is on personal/carers leave in excess of four (4) consecutive days.
- (c) The following amount of Available days will apply:
 - (i) Blankline Rosters: The Available day will fall on one of the additional RDO's on Blank Line Rosters. Only a maximum of four (4) available days will be allocated to a Master Roster for every ten (10) lines.
 - (ii) Combination Rosters: Combination Rosters will receive a pro-rata amount of Available Days equal to blank line to forecast lines.
- (d) Available days will be allocated a time zone which must be indicated on the Master Roster. The Employee must make themselves available to work for this specified time frame. The timeframes will be as follows:
 - (i) 0000-0600
 - (ii) 0601-1200
 - (iii) 1201-1600
 - (iv) 1601-2000
 - (v) 2001-2400
- (e) The Absenteeism that an Employee will be covering, may not occur within the specified time frame allocated to that Employee.
- (f) In the event that that an Employee is not called upon to perform duty within the time frames (iii) 1201-1600, (iv) 1601-2000 or (v) 2001-2400, the Employee will receive two (2) hours to their Duty Cycle
- (g) In the event that the timeframe lapses, then the Employee will no longer be required to make themselves available on this day and they will continue to receive their RDO. If an Employee is asked to work outside of the zone on the Master Roster it will require agreement with the Employee and payment will be made as a stand alone overtime payment.
- (h) In the event that the Employee is not called in, they will continue to receive their RDO

- (i) In the event that an employee works on an Available Day, all hours worked will not be added to the duty cycle. In this instance, all hours worked will be banked and these hours will be known as an Additional Day Off (ADO). Through consultation with depot management, these ADO's must be taken by the end of the calendar year following the year that they fall on. Any ADO/s not taken before this time will be paid out at the base rate as soon as practicable at the end of the aforementioned calendar year. The weekly validation tool will be provided to the employee and depot management to assist in determining which day can be chosen. Employees will be provided a response within 7 days of submitting their request and at least seventy-two (72) hours will be provided to the employee. In addition, Part A Clause 18 (i) can apply to ADO's. However, in the event that there are significant operational changes such as drought, the company through consultation may direct and roster the employee to take their ADO/s.
- (j) If an additional ADO cannot be provided by Pacific National Bulk Rail an additional 0.8 stand alone allowance will be paid for the actual hours worked.
- (k) Available days cannot impact on any Golden Weekend requirements of an Employee.
- (l) Available days cannot impact on any RDO protection guidelines required in the EA. I.e. if an available day falls on the Master Roster after multiple RDO's the timezone for the available day must be after 0600
- (m) In the event that that an Employee has a group three (3) or more consecutive RDO's, an Available day can only fall on the first or last RDO's, and only one Available Day to be allocated per Group of RDO's unless agreed.
- (n) An Employee may be permitted to swap Available days with another Employee subject to the approval by the relevant Depot/Regional Manager
- (o) In the event that an Employee is required to work the rest job on an available day and the sign on for the return shift occurs prior to 0600 the following day, the return shift will be paid at standalone 1.8
- (p) In the event that an Employee is on any leave on an Available Day, the Available Day will revert to an RDO. Leave will therefore will not be deducted and the Employee will not receive the on-call allowance.

18 Rostering Guidelines for Terminal Operators

Existing Terminal Operators rosters, conditions and roosting guidelines will remain in place at the time of lodgement of this Agreement and will not change or be varied until transition into the new classification structure is completed. Any changes to rosters during the transition period will be in accordance with the roster consultation process provided for in this Agreement.

18.1 Consultation

- (a) Employees may elect to form a rostering committee. Where formed, Pacific National Bulk Rail will consult with the committee as part of the consultative process. Where no rostering committee is formed, consultation will occur in accordance with the provisions outlined in Clause 30 of this Agreement.
- (b) Pacific National Bulk Rail, in consultation with the local rostering committee (where formed), will develop and modify rosters consistent with operational requirements.

18.2 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, as outlined in Clause 30 of this Agreement, will commence at least twenty-eight (28) days prior to the intended implementation date of the new roster.
- (c) Following consultation, the final Master Roster is to be posted at least fourteen (14) days in advance of its implementation.
- (d) 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.
- (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.

18.3 Shift Lengths

- (a) The maximum rostered shift length shall be twelve (12) hours.
- (b) The rostering and management of twelve (12) hour shifts is to be limited to no more than four consecutive twelve (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 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.
- (d) No Employee shall be required to work more than seven (7) consecutive shifts without a day off.

18.4 Interval Between Shifts

- (a) The minimum interval between shifts shall be eleven (11) hours off duty between ordinary shifts, except when changing shifts, ie from night shift to afternoon, in which case a minimum of twenty four (24) hours will apply subject to fatigue management principles.
- (b) Shift cycles will be designed to ensure the maximum number of similar shifts, eg. afternoon shifts, before a change to a different shift pattern, eg. night shift.

18.5 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 (including duty free periods), with the approval of the relevant manager or rostering staff. Pacific National Bulk Rail will not unreasonably withhold approval where such requests are cost neutral.

18.6 Meal Breaks and Rest Breaks

Employees shall have a paid meal break of thirty (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.

18.7 Management of Hours Shift Workers

- (a) Ordinary hours will be allocated to average thirty-eight (38) per week over the Roster Cycle. Pacific National Bulk Rail in consultation with affected Employees and upon agreement, 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 in Clause 18.7(c) below.
- (b) Overtime

Overtime is defined as:

Total hours worked in excess of the average of thirty-eight (38) per week over the Roster Cycle or Hours worked in excess of those in the ordinary rostered Shift Length; or

- (c) Hours worked on a RDO

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 two (2) for all hours worked.

18.8 Composition of Total Remuneration

- (a) Total remuneration is made up of Base Remuneration as per Terminal Operators classification structure plus Shift Penalties.
- (b) Shift Penalties (**SPAM**)
 - (i) Shift penalties are provided to compensate Employees for:
 - (a) working shiftwork and weekends;
 - (b) annual leave loading;
 - (ii) Shift penalties are calculated for a whole Master Roster. Employees rotate through lines on a Master Roster without altering the SPAM. Where an Employee works under a Master Roster that contains only one line, APM is calculated on the individual's Master Roster.
 - (iii) Shift penalties are determined by calculating an Aggregate Penalty Multiplier (**SPAM**) from the available shift and rostering information, i.e. the time worked on weekends and/or night/afternoon shifts.
 - (iv) Application of SPAM (Shift Penalty Allowance Multiplier)
 - (a) SPAM 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 SPAM factor will be applied to Base Remuneration for each Employee resulting in an annual quantum of SPAM. The resultant quantum of SPAM will be paid in equal instalments each pay period, irrespective of the actual Hours Worked by the Employee in the pay period. The SPAM is not applied to payments for Overtime.
 - (v) Calculating SPAM

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

| Data required to Calculate an Shift Penalty Allowance Multiplier | | | |
|--|----------|-------------------|----------|
| Base Data | Column A | Shift Multipliers | Column B |
| | Actual | | |

| Data required to Calculate an Shift Penalty Allowance Multiplier | | | |
|---|--|-------------|---|
| | number of hours in Roster Cycle | | 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 hours to 1800 hours.

Note 2: Afternoon and Night Shifts fall within the hours of 1800 hours to 0600 hours.

To calculate the SPAM 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.

Where an SPAM 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 SPAM is no longer relevant, a revised SPAM will be calculated and applied based on the revised work plan or roster arrangements.

In depots that utilise Blank Line and combinations of Forecast and Blank Line Rosters, SPAM will be calculated by using 7.6 hours as a base for blank working days. For blank days that fall between Monday to Friday SPAM will be calculated by applying 1/3 of the hours to day shift and 2/3 of the hours to Afternoon/Night shift.

Part C – Support Staff

1 Scope

- (a) This Part C shall be read in conjunction with Part A and together shall form the entire Agreement. Further, this Part C shall apply to Employees in the support stream that perform work as described in Clause 2.2 below.
- (b) This agreement shall not apply to an Employee whose position is classified in the support classification structure: and is employed or continues to be employed and whose Base Remuneration exceeds that payable to the highest classification structure (namely, Level 3 classification, Pay Point (1)).
- (c) No person engaged by Pacific National Bulk Rail under an alternate employment arrangement, to perform work equivalent to the classifications contained within the Agreement are not to receive less than the applicable terms and conditions which apply to that classification, position or role.

2 Support Stream Classifications, Descriptions and Pay Levels

The Support career path provides a structured career path for those positions that support the business operation.

2.1 Principles

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) At all levels, employees will be expected to share, transfer knowledge and mentor employees as required. This may involve on the job training.
- (e) 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.
- (f) Flexibility that allows Pacific National Bulk Rail, to change the way work is organised and/or the way positions are designed, as required by business or commercial demands.

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.

For classifications in the Support stream, where Pacific National Bulk Rail proposes changes to relative remuneration levels they will be set using the Hay principles or equivalent process.

In the event that Pacific National Bulk Rail 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 Bulk Rail must provide the details of how the determination was arrived at.

2.2 Support Stream Classifications

(a) Level 1 – Front Line Support Officer

| Classification Level (Band) | Pay Rate | Description |
|-----------------------------|------------|---|
| 1.1 | \$52061.40 | <p>Employees at this level are Administrators- Entry Level:</p> <p>The following responsibilities are broad descriptors and this role encompasses the following responsibilities (but not limited to):</p> <p>Employees at this level can be Administrators. Employees at this level may include the initial recruit who may have limited relevant experience. Initially work is performed under close direction using established practices, procedures and instructions. Such Employees perform routine clerical and office functions requiring an understanding of clear, straightforward rules or procedures and may be required to operate certain office equipment. Problems can usually be solved by reference to established practices, procedures and instructions.</p> |
| 1.2 | \$55666.48 | <p>Employees at this level are Administrators- Mid Tier Level:</p> <p>The following responsibilities are broad descriptors and this role encompasses the following responsibilities (but not limited to):</p> |

| Classification Level (Band) | Pay Rate | Description |
|-----------------------------|------------|---|
| | | <p>Employees at this level can be Administrators. This level caters for the Employees who have had sufficient experience and/or training to enable them to carry out their assigned duties under general direction. Employees at this level are responsible and accountable for their own work which is performed within established guidelines. In some situations detailed instructions may be necessary. This may require the Employee to exercise limited judgment and initiative within the range of their skills and knowledge.</p> <p>In addition, Employees at this level may be working with the Transport Management System including responsibilities such as data entry, train monitoring, advising Train Crew of next turn of duty including lift up and lay back.</p> |
| 1.3 | \$67671.58 | <p>Employees at this level may be in a role with the same indicative responsibilities and accountabilities as Operations Support Officers</p> <p>The following responsibilities are broad descriptors and this role encompasses the following responsibilities (but not limited to):</p> <p>Employees at this level should:</p> <ul style="list-style-type: none"> • Provide assistance to the Operations Co-ordinators and Crew Co-ordinators in implementing the operational plan to meet the service plans. • Pre-departure checks, phone call overflow management • Updating Train Crew database and locomotive and wagon defect reporting management and train other Employees as required. |

(b) Level 2 – Specialist Officer

| Classification Level (Band) | Pay Rate | Description |
|-----------------------------|------------|---|
| 2.1 | \$83502.58 | <p>Employees at this level may be in a role with the same indicative responsibilities and accountabilities as Crew Coordinators:</p> <p>The following responsibilities are broad descriptors and this role encompasses the following responsibilities (but not limited to):</p> <p>Employees at this level should:</p> <ul style="list-style-type: none"> • Ensure the Pacific National Bulk Rail's division crew roster plans are deployed efficiently in order to meet short term requirements. • Manage divisional crew resource deployment on a live 24 hr 7 day a week basis and train other Employees as required. • To maintain accurate information regarding crew timekeeping into the crew database • Advise crew of next turn of duty |
| 2.2 | \$90072.03 | <p>Employees at this level may be in a role with the same indicative responsibilities and accountabilities as Crew Planners:</p> <p>The following responsibilities are broad descriptors and this role encompasses the following responsibilities (but not limited to):</p> <p>Employees at this level should:</p> <ul style="list-style-type: none"> • Evaluate train program data and translate this into effective and efficient Train Crew rosters that maximise crew utilisation. • Conduct regular audits to ensure our processes and procedures are flexible and aligned to our changing service plans |
| 2.3 | \$10229.41 | <p>Employees at this level may be in a</p> |

| Classification Level (Band) | Pay Rate | Description |
|-----------------------------|----------|--|
| | | <p>role with the same indicative responsibilities and accountabilities as Operations Coordinators:</p> <p>The following responsibilities are broad descriptors and this role encompasses the following responsibilities (but not limited to):</p> <p>Employees at this level should:</p> <ul style="list-style-type: none"> • Manage the development, co-ordination, implementation and monitoring of train service plans ensuring service delivery strategies, customer service specifications and other service obligations are achieved |

(c) Level 3 – Seasoned Specialist

| Classification Level (Band) | Pay Rate | Description |
|-----------------------------|-----------|---|
| 3.1 | \$109,415 | This classification level applies to positions that have accountability for delivering high level specialist services within the frontline/operational level Bulk Rail DCC or SDC. In addition, this role does not encompass those roles as outlined in the Support Stream Classification's Level 1 and Level 2 |

- (i) There are currently no positions within Bulk Rail that fall within the scope of Level 3 Seasoned specialist 3.1. Any employee who is salary maintained at level 3.1 at the commencement of this agreement, will remain salary maintained at this level for the life of this agreement.

(d) Composition of Total Remuneration

- (i) Total Remuneration is made up of Base Remuneration as per Clause 2 above plus Shift Penalties.
- (ii) Shift Penalties (**SPAM**).
- (a) Shift penalties are provided to compensate Employees for:
- (1) working shiftwork and weekends;
 - (2) annual leave loading.

- (b) Shift penalties are calculated for a whole Master Roster. Employees rotate through lines on a Master Roster without altering the SPAM. Where an Employee works under a Master Roster that contains only one line, APM is calculated on the individual's Master Roster.
- (c) Shift penalties are determined by calculating an Aggregate Penalty Multiplier (SPAM) from the available shift and rostering information, i.e. the time worked on weekends and/or night/afternoon shifts.
- (d) Application of SPAM (Shift Penalty Allowance Multiplier).
 - (1) SPAM 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 (E) below.
 - (2) The resultant SPAM factor will be applied to Base Remuneration for each Employee resulting in an annual quantum of SPAM. The resultant quantum of SPAM will be paid in equal installments each pay period, irrespective of the actual Hours Worked by the Employee in the pay period. The SPAM is not applied to payments for Overtime.
- (e) Calculating SPAM

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

| Data required to Calculate an Shift Penalty Allowance Multiplier | | | |
|---|--|------------------------------|--|
| Base Data | Column A Actual number of hours in Roster Cycle | Shift Multipliers | Column B Hour Equivalent |
| 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 |
| Sub Totals | | | |

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

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

To calculate the SPAM 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.

Where an SPAM 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 SPAM is no longer relevant, a revised SPAM will be calculated and applied based on the revised work plan or roster arrangements.

In depots that utilise Blank Line and combinations of Forecast and Blank Line rosters, SPAM will be calculated by using 8.44 hours as a base for blank working days. For blank days that fall between Monday to Friday SPAM will be calculated by applying 1/3 of the hours to day shift and 2/3 of the hours to Afternoon/Night shift.

3 Meal Breaks/Rest Breaks

Employees shall have a paid meal break of thirty (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.

4 Management of Hours of Work

4.1 Shift Workers

- (a) Ordinary hours will be allocated to average thirty-eight (38) per week over the Roster Cycle. Pacific National Bulk Rail in consultation with affected Employees and upon agreement, may also develop rosters where average hours exceed thirty-eight (38) per week. Where this is the case, overtime payments will be made in accordance with provisions outlined in Sub-Clause (ii) below.
- (b) Overtime
 - (i) Overtime is defined as:
 - (a) Total hours worked in excess of the average of thirty-eight (38) per week over the Roster Cycle; or
 - (b) Hours worked in excess of those in the ordinary rostered Shift Length; or
 - (c) Hours worked on a RDO.
 - (ii) The penalty multiplier for overtime hours is 1.5 for the first three (3) hours and then two (2) thereafter, except for overtime worked on a Sunday where the penalty multiplier is 2 for all hours worked.

4.2 Dayworkers

- (a) Subject to Sub-Clause (c) below 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 a 7.6 hour day or nineteen (19) day month, where such arrangements already apply, and may be extended by mutual agreement. Pacific National Bulk Rail 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 (4) 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 twelve (12) hours.
- (e) Overtime for Dayworkers is calculated as time worked above the rostered hours, which includes any time worked outside 0600 hours to 1800 hours, Monday to Friday.
 - (i) The penalty multiplier for overtime hours is 1.5 for the first three (3) hours and then two (2) thereafter, except for overtime worked on a Sunday where the penalty multiplier is 2 for all hours worked.
 - (ii) Where for personal reason an Employee requests to work outside 0600 to 1800 Monday to Friday and Pacific National Bulk Rail agree to such a request, overtime will not be due.

5 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 an Office, Depot or Terminal at a town or major facility. Any new or altered Home Base location can only be established through the provisions of Clause 29 Consultation of this agreement.
- (b) For the purposes of this clause the Home Base for Employees at the time of the lodgement of this Agreement shall be that location, depot, terminal or office where they commence and finish work.
- (c) Each Home Base must contain the following:
 - (i) Secure car parking
Exception. The "Jesse Street," Building at Parramatta. At this location Secure parking may be made available to Shiftworkers between the hours of 1730 to 0630. Any available parking spaces during business hours may be made available to Shiftworkers;
 - (ii) Air conditioned and heated office amenities to the required regulatory standard including, Individual secure lockers, showers and toilets;
 - (iii) Air conditioned 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) Provision for the transport of any safety or maintenance equipment; and
- (vi) Union Notice Boards.
- (d) All support Employees shall commence and finish their shift within their shift limit at their Home Base. If travel is required during a shift, Transport will be supplied by Pacific National Bulk Rail.
- (e) Sign on/off points outside a Home Base
 - (i) Where Pacific National Bulk Rail proposes a new sign on/off point consultation shall apply as per this enterprise agreement.
 - (ii) Each sign on/off point outside a Home Base must contain the following:
 - (a) Car Parking;
 - (b) Amenities to the same standard as the Home Base;
 - (c) Communications such as telephones or radios or emails as required;
 - (d) Operational documentation;
 - (e) Provision for the transport of any safety or maintenance equipment; and
 - (f) Notice board.
 - (iii) For Parramatta Employee's the current operation back up site during periods where the Home Base is unsafe is the Enfield Train Crew depot, consultation will take place if this needs to be altered.

6 Rostering Provisions

- (a) Pacific National Bulk Rail 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.

Roster Development

- (d) Employees may elect to form a rostering committee. Pacific National Bulk Rail will consult with the committee. Where no rostering committee is formed, consultation will take place with all affected Employees. Consultation will be in a manner of inclusion and involvement.
- (e) Pacific National Bulk Rail, in consultation with the local rostering committee (where formed), will develop and modify rosters consistent with operational requirements.
- (f) In developing Rosters, Pacific National Bulk Rail 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.
- (g) 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.
- (h) Where a change to a Master Roster is proposed, consultation, as outlined in clause 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.
- (i) The number of changes to Master Rosters, where such a change impacts on a RDO, shall not exceed four (4) per annum, unless by consultation and agreement at each affected worksite. Where a variation to the Master Roster is proposed which does not impact on an 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.
- (j) 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.
- (k) The Master Roster shall display:
- (i) Sign on and Sign off Times;
 - (ii) All Roster Days off (RDO);
 - (iii) All Known Work.
- (l) Following consultation, the final Master Roster is to be posted at least fourteen (14) days in advance of its implementation.
- (m) The commencement time of a shift of ordinary hours will be as per the posted Master Roster, or Working Roster where used.

7 Shift Lengths

- (a) The maximum shift length is (12) twelve hours.
- (b) The rostering and management of shifts that extend beyond 10 hours is to be limited to no more than four consecutive 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 to cater for:
 - (i) Meetings.
 - (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.
 - (iv) A overtime shift.
- (d) No Employee shall be required to work more than seven (7) consecutive shifts without a day off

8 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, eg. afternoon shifts, before a change to a different shift pattern, eg. night shift.

9 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. Pacific National Bulk Rail will not unreasonably withhold approval where such requests are cost neutral.

DECLARATION AND SIGNATORIES

This Agreement has been developed through extensive consultation.

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

This Agreement was made at Sydney on this the 10th day of July 2013

Signed for and on behalf of

Pacific National Bulk Rail

In the presence of

Brett Lynch
(Name)

JEFF CROWIE
(Witness Name)

[Signature]
(Signature)

[Signature]
(Witness Signature)

2 Macquarie St Parramatta
(Address)

Signed for and on behalf of the

Australian Rail, Tram and Bus Industry Union

In the presence of

BOB NANVA
(Name)

Thomas Costa
(Witness Name)

[Signature]
(Signature)

[Signature]
(Witness Signature)

Level 2, 4 Goulburn St Sydney 2000
(Address)

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.

Attachment 1 - Driver Only Operations Compendium

- 1 Pacific National Bulk Rail shall not require or request any driver to operate a locomotive 'Driver Only' except in accordance with this section [**Attachment 4**]
- 2 **PROCEDURES FOR TESTS AND TRIALS OF DRIVER ONLY OPERATED TRAINS**
- 2.1 Pacific National Bulk Rail shall establish at each relevant depot a Driver Only Operations (**DOO**) Committee [**Local DOO Committee**] consisting of three drivers elected from the drivers attached to the depots concerned and three employer representatives appointed by Pacific National Bulk Rail. In addition, clause 30 of the Pacific National Enterprise Agreement, 2005 shall apply.
 - (a) **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.
 - (b) **Corridor DOO Tests** shall be conducted by running a normal train under DOO conditions through a corridor or nominated section(s). The local DOO committee shall determine that, when the test is conducted, the second person accompanies the test driver in the leading cab, trailing cab or following the test train in a motor vehicle. Should any operational incident arise the trial shall be cancelled and the working reverts to (normal) two driver operation.
- 2.2 At all time during the test and trials, the train driver must have full and uninterrupted [i.e. 100%] access to communication with Train Control, whether the driver is on or off the train.
- 2.3 Prior to any test or trial, Pacific National Bulk Rail shall obtain the appropriate written authorisation or relevant circular / Special Train Notice from either the track owner and or regulator.
- 2.4 Tests and trials shall only be carried out using modified locomotives which modifications have been the subject of consultation with the local DOO committee.
- 2.5 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.
- 2.6 Prior to the commencement of any test or trial, Pacific National Bulk Rail 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.
- 2.7 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;
 - (a) To ensure all signals can be clearly seen from only the driving seat.
 - (b) To ensure all speed limits can be clearly seen from only the driving seat.

- (c) To ensure all level crossings can be clearly seen from on the driving seat.
 - (d) To ensure no obstructions (such as branches, awnings, cuttings, curves etc.) restrict the view of the driver.
- 2.8 Upon the completion of a test and trial procedure, and prior to any DOO implementation, Pacific National Bulk Rail shall conduct further tests utilizing the 'AWARE' communication system and the End of Train Monitoring devices.
- 3 **PROCEDURE / EQUIPMENT TESTS AND OPERATIONAL TRIALS**
- 3.1 The trialing for Driver Only Operation (**DOO**) shall take into account the following:
- (a) overall safety requirements and safeworking procedures;
 - (b) employee relations and industrial issues;
 - (c) constraints imposed by engineering production associated with modification to locomotives, rolling stock and / or infrastructure;
 - (d) risk mitigation requirements;
- 3.2 The general concept of DOO shall involve the following:
- (a) 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;
 - (b) On completion of successful trials within a category (e.g. Category 1), the progressive roll out across that category of operations will be by agreement between the employer and the affected Employees, subject to satisfying safety and required risk mitigation requirements;
 - (c) 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;
 - (d) The time involved in the trialling of DOO is to be sufficient to:
 - (i) Provide the appropriate time to validate the trial objectives which is anticipated not to exceed 3 months;
 - (ii) Validate safety requirements and train operating systems;
 - (iii) 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;
 - (iv) Provide a data base and experience to make informed judgments on the trial outcomes.
 - (e) The DOO trial program will be conducted and commenced specifically as follows:

Category 1 Operation

 - (i) Priority shall be to ensure locomotives for these services and associated operational protocols are prepared to support an on-time

commencement of the trials. A reserve of locomotives shall be allocated to meet contingency requirements;

- (ii) A review and validation of trial results shall be conducted by the relevant local DOO committee;
- (iii) Adjustment to the schedule may be necessary to enable engineering production timeframes for locomotive risk mitigation and other coordination issues to be met.
- (f) Pacific National Bulk Rail shall ensure that any technical modifications required to be made to locomotives are completed and confirmation of the completed modifications shall be provided to the local DOO committee. The confirmation of the necessary modifications having been completed shall ensure their suitability for use in DOO.

3.3 The trialling of DOO will be subject to the following four (4) Phases:

(a) Phase 1 – Preliminary Trial Preparation Pacific National Bulk Rail shall, in consultation with the local DOO committee shall:

- (i) identify the aim, scope, objectives and performance criteria of the trial.
- (ii) confirm the priority and timing for the completion of the trial.
- (iii) confirm the services to be trialled.
- (iv) validate all pre-requisites for the trial, including the following;
 - (A) Risk mitigations plans are completed and equipment for the trial available.
 - (B) Paths are confirmed by the relevant track access provider and circulars issued to affected Employees.
 - (C) Relevant Employees are briefed and rostered and trains are tasked for the trials.
 - (D) Customer liaison, business group liaison and other stakeholders are advised and/or involved or invited to participate (where appropriate).
- (v) The local DOO Committee shall participate in validating the trial if successful. The validation shall include assessing the performance criteria, feedback and evaluation of information.
- (vi) The trial instruction shall be issued not less than two (2) weeks prior to the trial date.

(b) Phase 2 – Conduct Procedure and Equipment Tests

- (i) The trial tests shall be based on a methodology discussed with the local DOO committee.
- (ii) Trial tests may require retesting to occur, as necessary.
- (iii) The local DOO committee shall review outcomes, as required.
- (iv) Additional testing of safeworking procedures, etc. may be required. Such additional tests shall occur in circumstance where the local DOO committee identifies the need, and shall be agreed by the

local DOO committee, the Employer and affected Employees or their representatives.

(c) Phase 3 – Formal Testing Validation & Evaluation

- (i) The local DOO committee shall develop a post-test report.
- (ii) The local DOO committee shall confirm concurrence of all relevant parties to the trials.
- (iii) Pacific National Bulk Rail shall provide the local DOO committee with details of the formal approval to vary rail safety accreditation.

(d) Phase 4 – Operational Trials

- (i) DOO trials shall be conducted over a timeframe in consultation with the local DOO committee.
- (ii) The local DOO committee shall review and validate the trials.
- (iii) The local DOO committee shall be consulted on the confirmation of the trial results.
- (iv) Implementation of DOO trains shall be conducted on a timetable after consultation between Pacific National Bulk Rail and the affected Employees.

4 DRIVER ONLY OPERATIONS (DOO)

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

4.2 Mainline Work

- (a) The minimum amount of time spend in barracks (or rest away from home) for DOO mainline shifts should be 10 hours.
- (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.
- (c) Any one-week (i.e. one line of the roster) containing mainline DOO shifts shall not exceed 48 hours.
- (d) Rosters for mainline DOO shall be based on the timetabled train running time.
- (e) 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.
- (f) Rostering committees shall ensure that the maximum DOO component in the rosters is 30% of mainline work.

4.3 DOO Implementation

- (a) Where a decision to implement DOO is taken, Pacific National Bulk Rail 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.
- (b) DOO shunting shall be implemented at all sites in accordance with this Agreement.
- (c) DOO mainline relief shall be implemented on all corridors.
- (d) DOO shall be rostered in suitable sectors by the end of this Agreement, in accordance with the conditions set out in this agreement. The implementation of DOO will commence in the following stages:-

Stage One

Adelaide / Broken Hill

Port Augusta / Adelaide

Port Augusta / Broken Hill

Adelaide / Melbourne

Melbourne / Junee

Sydney / Newcastle and Port Kembla trip trains

Stage Two

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.

- (e) 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 the local Roster Committee.
- (f) The local DOO and/or Rostering Committees will monitor and review the fatigue management issues.
- (g) DOO may be employed for both rostered and unrostered duties such as shunting, local and trip working, stabling and preparing locomotives, mainline relief of late running trains and any other operational circumstances that meets DOO conditions.

5 CAB STANDARDS

- 5.1 The following minimum standards shall apply to all Locomotive Cabs operating in DOO mode, whether in tests and trials or in full implementation:
- 5.2 Vision – the locomotive must have a lower profile nose with at least 180 degrees visibility.
- 5.3 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

windcreens. All side windows shall be tinted with a minimum light/heat transmission of 35%.

5.4 Noise levels in all 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.

5.5 All locomotive cabs shall be fitted with;

- (a) 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.
- (b) New seating of the type: – Bremsby Grammer FA 416 AW.
- (c) Rear vision mirrors with built in demisters.
- (d) Air conditioning. The air conditioner controls shall be located adjacent to the driver.
- (e) A refrigerator.
- (f) Fluorescent cab lighting.
- (g) Positive notching type blinds fitted to all windows and silver backing.
- (h) A shadow board and DOO equipment box is to be provided.
- (i) Ditch lights (low visibility lights).
- (j) AM and FM radio and CD Player.
- (k) Hot plate and toaster.
- (l) Dynamic brake cut out switch.
- (m) A circuit breaker for the Dynamic Brake Rheostat.
- (n) Toggle joystick type train whistle.
- (o) 350 watt headlights.
- (p) LED type headlight / ditch light failure indicator lights.
- (q) Windscreen wipers controls so that all forward wipers / washers can be operated simultaneously by the driver.
- (r) Internal and external door locking with wedge type door handles, which allow all locomotive cabs to be locked when left unattended.
- (s) Fuel level indicator.
- (t) Handrails on the catwalks of all narrow car body type locomotives.
- (u) Train countdown device set at 10 meter increments for the length of the train.
- (v) Marker lights that can be changed from within the cab.
- (w) A dash panel located in front of the driver so as to ensure the driver can maintain 180 degrees visibility.
- (x) Cab heaters which shall be a minimum of a 100 watt, fan assisted with switching for low, medium and high.
- (y) A kettle, to be located in a secure location.

- (z) Timetable clip and light.
 - (aa) Quick response throttles (on DOO shunt locomotives).
 - (bb) A sonar alert.
- 5.6 All locomotive cabs shall have the vigilance control timing cycle set at 60 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.
- (a) The timing cycle shall consist of 50 seconds, plus 5 seconds of the flashing lights, plus 5 seconds of the flashing lights and alarm. At the conclusion of the 60 seconds the penalty application will occur.
 - (b) The change over switch shall be positioned adjacent to the driver.
 - (c) 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.
- 5.7 Jumper cables are to be semi permanently mounted at each end of the locomotive.
- 5.8 End of train monitoring is to be provided.
- 5.9 A traction motor cutout switch is to be provided on man line locomotives.
- 5.10 Nothing in Clause 5 shall be required to be fitted or continued to be fitted to any locomotive in the event that the item becomes technologically redundant or some alternative piece of equipment or technology can be utilised as a substitute. Where this is the case, equipment will meet the equivalent levels of safety, security and / or comfort.

Attachment 2 – Bulk Rail Principal Roads

| Depot | Principal Roads |
|--------------------|---|
| Clyde | Broadmeadow Cooks River Crisp Creek Dunmore Lithgow |
| Enfield | Botany Moss Vale Cooks River Dunmore Lithgow Nowra |
| Coota/Junee | Albury Griffith via Junee Griffith via Temora Moss Vale Naradhan Parkes |
| Bathurst | Lithgow Blayney |
| Morandoo | Enfield/Clyde Kooragang Gulgong |
| Moss Vale | Berrima BCSC to Medway Quarry Enfield/Clyde via Granville/Sefton Inner Harbour Narranderra Nowra Terminal Temora Unn to Nowra |
| Nowra | Nowra Terminal Moss Vale Enfield/Clyde |

| Depot | Principal Roads |
|---------------------|---|
| | Orange |
| Parkes | Cobar Coonamble Cootamundra Eubabalong Gulgong Lithgow Tottenham Warren |
| Narrabri | Merrywinebone North Star Walgett Weemalah Werris Creek |
| Werris Creek | Newcastle Werris Ck Mine Walgett Binnaway North Star Weemalah Merrywinebone |
| Gulgong | Morandoo Nyngan Coonamble Parkes |

Attachment 3 – Medical Assessment & Blood Pathology Locations *

| PN Bulk Rail Location | AMP Location | Pathology |
|-----------------------------------|---|--|
| Werris Creek | The Belmore Surgery 98 Belmore Street TAMWORTH NSW 2340 | Lavery Tamworth 128 Marius Street TAMWORTH NSW 2340 |
| Narrabri | Maitland Street NARRABRI NSW 2390 | Lavery Pathology Narrabri 3/159 Maitland Road NARRABRI NSW 2390 |
| Moss Vale | Bowral Street Medical Practice Suite 1, 70 Bowral Street, NSW 2576 OR The Highlands Medical Centre 83 Bowral Street, Bowral, NSW 2576 | DHM or Lavery Pathology, Bowral OR DHM or Lavery Pathology, Bowral |
| Nowra | Junction Street Family Practice 45 Junction Street, Nowra | Lavery Bomaderry 1 Meroo Rd |
| Goulburn | Newo House, 23-25 Montague St GOULBURN | Lavery Pathology 23-25 Montague Street, GOULBURN |
| Junee | Peter Street Medical Centre 132 Peter Street, WAGGA WAGGA | Lavery Pathology 53 Ferneligh Road, Wagga Wagga, NSW 2650 |
| Enfield /Clyde/Westons | Medibank Health Solutions Parramatta Level 4, 1 Wentworth Street PARRAMATTA NSW 2124 & Surry Hills & Port Botany Clinics | In Clinic |

| | | |
|-----------------------|--|--|
| Cootamundra | Young Medical Centre 16 Cloete Street YOUNG NSW 2594 | Laverty Young 15 Boorowa Street YOUNG NSW 2594 |
| Hornsby | ## Balmoral Street medical Centre Pty Ltd, 98 Balmoral Street, HORNSBY NSW 2077 | DHM, 98 Balmoral Street, HORNSBY NSW 2077 |
| Liverpool | 8 Speed Street LIVERPOOL NSW 2170 | Suite 11 Bigge Street Medical Centre, 42-44 Bigge Street LIVERPOOL |
| Parkes/Gulgong | Dr Robertson 24 Currajong Street PARKES NSW 2870 | DHM Parkes 333-335 Clarinda Street PARKES NSW 2870 |
| | OR | Laverty Parkes 39 Currajong Street PARKES NSW 2870 |
| Morandoo | Medibank Health Solutions Newcastle 13 Darby Street NEWCASTLE NSW 2300 | In Clinic |

* The above table does not denote that employees from specific depots can only attend a specific clinic/s. The employee may attend any or all of the above clinics for medical assessments and blood testing.

** The locations as listed above may change throughout the life of the agreement