



DECISION

Fair Work Act 2009

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

Asciano Services Pty Ltd T/A Pacific National
(AG2015/130)

PACIFIC NATIONAL INTERMODAL DIVISION - OUTSOURCED PROJECTS ENTERPRISE AGREEMENT, 2014.

Rail industry

COMMISSIONER CARGILL

SYDNEY, 6 FEBRUARY 2015

Application for approval of the Pacific National Intermodal Division - Outsourced Projects Enterprise Agreement, 2014.

[1] An application has been made for approval of an enterprise agreement known as the Pacific National Intermodal Division - Outsourced Projects Enterprise Agreement, 2014 (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) by *Asciano Services Pty Ltd trading as Pacific National*. 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 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 13 February 2015. The nominal expiry date is 30 June 2017.



**Pacific National Intermodal Division Outsourced Projects
Enterprise Agreement 2014**



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1 Title

The title of this Agreement is the **Pacific National Intermodal Division - Outsourced Projects Enterprise Agreement, 2014**.

2 Parties

The parties to this Agreement are:

- Pacific National Pty (NSW) Ltd and Asciano Services Pty Ltd (collectively referred to in this Agreement as **"Pacific National Intermodal Division or Pacific National"**);
 - Employees employed by Pacific National to perform work within the classifications contained within this Agreement.
 - The Australian Rail Tram and Bus Industry Union (ARTBIU) assuming it elects to be covered by the Agreement pursuant to section 183 of the Act.
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3 Scope

3.1 This Agreement shall apply to:

- (a) Each of the parties; and
- (b) Employees employed to perform work in positions within the Pacific National Intermodal Division, Outsourced Projects that fall within the classification structures of this Agreement.

3.2 This Agreement is intended to cover the field in relation to all matters relating to the terms and conditions of employment of all employees whose employment is subject to, as such it applies to the exclusion of all awards and workplace agreements which may apply to Pacific National.

3.3 However, this Agreement shall not apply to any employee:

- (a) Whose position is classified in the Support Structure; and
 - (1) Who is offered and commences employment following commencement of this Agreement and whose Base Remuneration exceeds that payable to the highest classification in the Support classification structure (namely, Seasoned Specialist classification, Pay point 3); or
 - (2) Who is offered and commences employment following the commencement of this Agreement and whose substantive and major part of their work is to supervise other employees and Base Remuneration exceeds the rate applicable to the Specialist Level classification, Pay point 4; or
 - (3) Who continues to be employed under an individual Appointment Agreement and whose Base Remuneration exceeds that payable to the highest classification in the Support classification structure (namely, Seasoned Specialist classification, Pay point 3); or
 - (4) Who continues to be employed under an individual Appointment Agreement and whose substantive and major part of their work is to supervise other employees and whose Base Remuneration exceeds the rate applicable to the Specialist Level classification, Pay point 4; or

- (b) Who is employed to perform work in another business or part of a business (including another operational area) operated by Pacific National that is covered by another workplace agreement or pre-reform agreement that operates to cover work on a distinct geographical or operational basis. For example, Pacific National Intermodal Division Terminal Operations Enterprise Agreement 2012 or the Pacific National Intermodal Train Crew Enterprise Agreement 2013.
- 3.4 No person engaged by Pacific National under an alternative employment arrangement, to perform work equivalent to the classifications contained within this Agreement, are to receive less than the applicable terms and conditions which apply to that classification, position or role.
- 3.5 This agreement does not purport to exclude the operation of the National Employment Standards (NES). Where a term of this agreement is in conflict or inconsistent with a term of the NES, then the term of the NES will prevail to the extent of any inconsistency.
- 3.6 This Agreement shall replace, subject to the provisions of the Act, any other workplace agreement which has effect in relation to the employees, memorandum of understanding, exchange of correspondence, work practice/s, arrangement/s written or unwritten which applied prior to the commencement of this Agreement and which regulated or purported to regulate the terms and conditions of employment of employees to whom this Agreement applies.
- 3.7 This agreement supersedes and replaces the Pacific National Intermodal Outsourced Projects Enterprise Agreement 2011.

4 Glossary of Terms

Agreement	The Pacific National Intermodal Outsourced Projects Enterprise Agreement, 2014.
Aggregate Penalty Allowance (APM)	Aggregate Penalty allowances are provided to compensate employees for working shiftwork and weekends and Annual leave loading.
Annual Cycle Hours	The ordinary hours of work which an employee is required to work over a nominated fifty-two (52) week period, i.e. 1976 ordinary hours including public holidays and annual leave for a full-time employee.
Annual Hours of Work Cycle	The fifty-two (52) week period over which the annual cycle hours are scheduled to be worked.
Complete Weekend	Weekend rostered off commencing at no later than 18:00 on Friday and finishing no earlier than 06:00 on Monday.
Dayworker	Any employee whose roster provides for ordinary hours to be worked on any day Monday to Friday between the hours of 0600 and 1800.
DOO	Driver Only Operations (excluding RCO)
Hours Worked	Actual time worked.
Lift up/ Lay back	The time employees may be called in early (lifted up) to an earlier sign-on time or have their shift commencement delayed (laid back) to a later time than shown on the posted Working Roster or daily work plan.
Master Roster	Roster(s) that are permanently displayed at a location that show rostered days off and any known tasks or work.
RCO	Remote Control Operations (excluding DOO)

Shift length	The total time from a sign-on to a sign-off.
Shiftworker	Any employee who works rostered shifts outside the hours of 0600 to 1800 Monday to Friday
Shunting	Includes shunt rolling stock and conduct marshalling operations.
Steel Terminal Marshalling / Planning	Marshalling strategy and contingency plan development without supervision
The Act	The <i>Fair Work Act 2009</i> (Cth) as amended from time to time.
Total Base Remuneration	Total Base Remuneration is the total of base remuneration as set out in clause 14.2(a) or 14.2(b) (as applicable) which the parties acknowledge includes any aggregate allowance (as referred to in clause 14.3(a)(2) of the Pacific National Intermodal Division Outsourced Projects Enterprise Agreement 2011) with respect to the Terminal Operations Stream.
Total Remuneration	Total Remuneration is the total of Total Base Remuneration plus Aggregate Penalties Allowance (APM)."
Paid Parental Leave Act 2010	The federal government act known as <i>Paid Parental Leave Act 2010</i> as amended from time to time.
Unavoidable Necessity	A practically inescapable circumstances that necessitate the working of extended hours. The working of extended hours in these circumstances is subject to the individual's indication of their fitness to continue and employees may decline to perform safeworking duties after having completed twelve hours from sign-on.
Working Roster	Roster(s) developed from Master Rosters that provide more details of attendance requirements. Working Rosters allocate employees to work lines and adjusts the rostered work to accommodate work variations, planned leave and/or any other issues known at the time of posting. A Working Roster may also allow for the posting of actual attendance and shift details.
Termination	The ending of the employment relationship by resignation, dismissal, (with or without notice), abandonment, retrenchment, retirement or invalidity (including death). The employment relationship may be ended on the initiative of either the employer or employee.
Not Required	When Pacific National advises employees that they are not required to work a rostered shift due to a business decision, employees affected will be paid as per their normal roster except where public holiday penalty rates as per clause 24.5 apply.

5 Duration

This Agreement shall operate from the date seven days after it is approved by the Fair Work Commission (FWC), and shall nominally expire on 30 June 2017.

6 Health and Safety

- 6.1 The parties to this Agreement share an ongoing commitment to ensure and to promote the health, safety and welfare of all employees via the formation of occupational health and safety committees, and nothing in this Agreement shall be designed or applied in ways that reduce or diminish this objective.
- 6.2 Pacific National allows any form of legislative consultation concerning health and safety to occur. In addition, Pacific National provides a consultation structure through site SHE committees from which information is communicated to and from the business division.
- 6.3 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.
- 6.4 Pacific National must take all practical and reasonable measures to ensure the health, safety and welfare of all employees, as well as ensuring a safe and healthy work environment. Pacific National will also monitor and seek to improve systems and processes to ensure that both its statutory obligations and the objectives of this Agreement are met.
- 6.5 Pacific National will provide the relevant training, resources and information to the SHE committees to enable them to effectively fulfil their roles and carry out their responsibilities in accordance with its statutory obligations.
- 6.6 Employees must ensure that they perform their jobs safely with a duty of care to themselves and to other employees.
- 6.7 Employees must attend for duty fit and able to safely perform their duties. Employees must comply with Pacific National's policy and procedures, including those related to drugs and alcohol. Employees must also bring to the notice of their supervisor or manager, any situation where they genuinely believe a risk of injury or damage exists.

7 Contract of Employment

7.1 General Principles and Undertakings

- (a) Pacific National shall use its best endeavors 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 may offer employment on one or more of the types of employment described below.

7.2 Full-time Employment

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

7.3 Part-time employment

- (a) Part-time employees are those (other than casual employees) employed to work less than the ordinary hours of work for an equivalent full-time employee.
- (b) Further, a part time employee shall:
 - (1) Be engaged for no fewer than 3 hours per engagement;
 - (2) Be entitled to pro rata accruals with respect to annual and long service leave;
 - (3) Have the minimum number of hours agreed to in writing and may be required to work additional hours at ordinary rates up to a maximum of 38 hours;
 - (4) Have any additional hours beyond 38 paid at the appropriate penalty rates.

7.4 Casual Employment

- (a) Casual employees are employees paid on an ad hoc basis by the hour. The minimum engagement on each instance shall be 3 hours. Casual employees shall be entitled to the Base Rate of pay applicable to the equivalent full time classification (and Aggregate Allowance where applicable) plus an additional loading of 25%.
 - (1) Casual Employees shall not be entitled to:
 - (A) Annual leave, personal/carer's leave or 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 24; or
 - (D) Redundancy payments.
 - (2) Pacific National may, at any time, offer a casual employee the opportunity to be appointed as a permanent or as a part-time employee, under terms provided for in this Agreement.
 - (3) 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 will comply with such a request and make the appointment.
 - (4) 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.
 - (5) Where an offer is made and rejected, Pacific National may seek to fill the position by other means and this action may result in the casual employee's employment being terminated.

7.5 Fixed Term Employment

- (a) Fixed term employees are engaged for a specific task or project (which may include the replacement of an employee who is on leave) for a specified, fixed period of time and shall generally not be engaged for a period greater than 12 months.

8 Recruitment, Selection and Induction

- 8.1 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.

- 8.2 Pacific National will advertise all vacancies for positions covered by this Agreement, unless those vacancies are filled in accordance with prevailing policy related to redeployment or transfer of employees.
- 8.3 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.
- 8.4 Where an offer is made to appoint employees under the terms of this Agreement, following advertising, the offer will be in writing in the form of a letter of engagement which shall contain the following:
- (a) Position, level and title contained in this Agreement;
 - (b) Appointment date;
 - (c) Salary level; and
 - (d) That in addition to the terms of the letter of engagement, this Agreement applies to the employee's employment.
- 8.5 Pacific National will ensure that all employees are appropriately inducted into their workplace following appointment.
- 8.6 All selections will reflect Pacific National's commitment to equal employment opportunity and the elimination of unlawful discrimination.
- 8.7 Pacific National will provide training relevant to job/position requirements and employee needs that is aligned to the Transport and Logistics Industry Skills Council) Certificates and statements of attainment will be issued to employees upon satisfying the requirements of the specific training.

9 Probationary Employment

- 9.1 A probationary period of up to three months from the date of commencement will be applied to all new employees, other than casual employees and fixed term employees engaged for less than a period of six months and will be outlined in their letter of engagement.
- 9.2 On commencing employment, probationary employees will be advised as to the performance standards required, including the provision of regular performance reviews during the period of probationary employment.
- 9.3 During the probationary period, the employee's employment may be terminated by either the employee or Pacific National by providing one week's written notice.

10 Career Paths and Classifications

- 10.1 Pacific National may, subject to complying with any consultation requirement outlined in Clause 35 of this Agreement, where the implementation of any change will have a significant impact on employees, determine the following:
- (a) The type and number of positions in the organisation and the organisational structures;
 - (b) Employee levels;
 - (c) Specific work practices; and
 - (d) Specific equipment and its use.

10.2 The classifications to which this Agreement applies are set out in this Clause.

- (a) The classification structures provide flexibility to design new positions or to redesign existing positions, including the way work is performed, so that Pacific National can respond to changes in the business and commercial environment.
- (b) 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. 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.
- (c) In the circumstance where an employee has previously been required to perform a position which is no longer used or has lapsed for whatever reason, Pacific National may determine, based on business requirements, to train that employee in an alternate position and therefore maintain the current number of positions and the employee's current pay level.

10.3 There are two (2) defined career path structures with appropriate classification structures that operate within Pacific National - the Terminal Operations career path (**Terminal Operations**) and the Operations Support career path (**Operations Support**). Details of the career path classification structures are included in this Agreement.

10.4 The Terminal Operations career path provides for employees who are engaged in positions that directly focus on the business operations in the Intermodal Division.

10.5 The Terminal Operations career path would include:

- (a) Load lifting (Gantry)
- (b) Load / Lifting (Fork/Reachstacker)
- (c) Examining
- (d) Shunting & marshalling 1 (as 1 skill set)
- (e) Steel Terminal marshalling/planning 2
- (f) Terminal Locomotive Assistant (TLA - Qualified 2nd person)
- (g) Terminal Locomotive Operator (TLO)
- (h) Terminal Tractor Operator
- (i) Terminal Locomotive Operator (Mainline)
- (j) Remote Control Operator (RCO)

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

10.7 The Operations Support career path provides a structured career path for Administrative, Technical or Professional positions that support the business operation.

10.8 Subject to employees completing relevant training for their position they will progress through the classification structure as per the attached table in 10.12(a):

10.9 Principles

The classification structures operate in accordance with the following principles:

- (a) Classification of a position will be made on the basis of matching the primary job roles with the appropriate level of the classification structure. On this basis, employees will be classified at a level within the classification structure that is commensurate with the major and substantial requirements of the position undertaken. Employees will remain in their classification unless there is a major and substantial change in the work undertaken and/or accountabilities. At the same time it is not anticipated that there be any other wholesale reclassifications other than those negotiated in reaching settlement of this enterprise agreement;
- (b) Classifications are based on primary accountabilities or main functions used in the position rather than skills possessed by the employee;
- (c) To allow for the design of positions and the performance of activities and tasks based on assessment of what is safe, efficient and logical for which the employee has been trained and has current and demonstrated competency;
- (d) Flexibility that allows Pacific National, to change the way work is organised and/or the way positions are designed, as required by the business or commercial demands; and
- (e) The Transport and Logistics Industry Skills Council, Training package and the associated competency standards will be used to underpin Pacific National's training and development system. Certificates of attainment and statements of attainment will be issued to employees upon satisfying the requirements of the specific training.

10.10 Higher Duties

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

10.11 Assessment of Previous Skills or Knowledge

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

10.12 Classifications, Descriptors and Pay Levels.

The Terminal Operations career path contains two streams

1. Terminal Operator roles
2. Terminal Locomotive Operational Roles.

The following table outlines the classification titles, descriptors and pay levels in the two streams, for Terminal Operations career path.

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

(a) Terminal Operator Roles

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

	(e.g.: rollingstock) to ensure the effective transportation of freight.	
Terminal Operator 8	An employee allocated to terminal activities, who has the responsibility of ensuring the availability of appropriate rollingstock to and from Yards/Terminals by producing train movement plans in advance.	19

(b) Terminal Locomotive Operational Roles

Classification Title	Description	Classification Pay Level
Terminal Locomotive Assistant	An employee engaged and qualified to perform the role of 2 nd person during trip train, and driver relief operations. This employee will also be competent to carry out shunting /marshalling and examining operations.	9
Terminal Locomotive Operator	An employee trained and competent in all of the above positions PLUS Qualified and undertaking locomotive operational accountabilities in a Terminal environment. Conducts single person locomotive operations. These activities can only take place within terminals, however for shunting purposes, it is recognised that such activities may involve the shunting of wagons outside the immediate terminal boundaries for the purpose of shunting a train within the terminal boundaries.	11
Terminal Locomotive Operator Mainline	An employee trained and competent in all of the above positions PLUS Qualified and undertaking terminal locomotive operations which include mainline driving duties. for the purposes of shunting customer sidings, sites and production facilities.	12
Remote Control Operator	An employee trained and competent in all of the above positions (except mainline driving) PLUS Trained and qualified in, and undertaking the operation of Remote Control Operation accountabilities in a Terminal / Yard limit environment.	13

- 10.13 The parties recognise that the Terminal Locomotive Operations classification structure provides for a logical avenue for a further career path to mainline Locomotive Operations, subject to the employee's suitability and the vacancy of such positions. An employee engaged and classified within the Terminal Locomotive Operations classification structure has a right to apply and compete for other vacant train

crew positions within the Intermodal Driver's Business Division or in other Pacific National Business Divisions.

- 10.14 Employees appointed to the Terminal Locomotive Operations classification structure will not be required to perform any job roles, which are not contained within the classification structure at 10.12(b) with the exception of TLA, shunting/marshalling 1, and train inspection (examining), and clause 10.6. In the circumstance where an employee moves from the traditional Terminal Operator classification structure to the Terminal Locomotive Operations classification structure, job roles other than shunting/marshalling 1 and train inspection (examining) will cease to be recognised as applicable to the employees pay point level.
- 10.15 Employees employed by Pacific National under this Agreement as at the date of lodgement of this Agreement shall not be forced to move to the Terminal Locomotive Operations classification structure. This does not prevent any employee to whom this Agreement is applicable from voluntarily applying for positions within the Terminal Locomotive Operations classification structure. Further, this does not prevent Pacific National Intermodal Division from transferring and or employing future employees to the Terminal Locomotive Operations structure.
- 10.16 A job role is a term that defines a key and significant function that is undertaken by Terminal Operators. Due to the nature of work, some Terminal Operator positions may also be defined as multi functional, i.e. they are required, as a major and substantial component of their position, to undertake work comprising more than one job role.
- 10.17 While a job role outlines a key and significant function, or functions, this does not prevent a position being designed and the employee subsequently performing other activities which are of a lower level and which are secondary to the functions. Classifications will be made on the basis of assessing the job roles being undertaken.
- 10.18 For example, a terminal operator's job role may be operating lifting equipment, e.g. operating a gantry crane. This will be that employee's major job role and the basis for the employee's classification. However, from time to time the employee may undertake other lower level activities associated with assisting with forklift operations e.g. setting up wagons for containers, driving ITV etc. These activities are secondary to the major role of load lifting and are not used for determining the classification level.
- 10.19 The following table describes the current job roles. Pacific National may identify additional job roles, subject to developments in business or operational requirements:

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

<p>Providing operational assistance for train movements involves using appropriate skills and knowledge to assist with train operations in accordance with workplace procedures and the requirements of relevant safeworking regulations and codes of practice. The activity includes assisting with preparations for train operations, assisting with the operation of the train, assisting with provisioning tasks, and handing over or stabling the train in accordance with requirements.</p>	<p>job role may also involve the use of skills attained in providing locomotive assistance for train movements.</p> <p>Prerequisite job roles for this position include shunting/marshalling, examining and Providing Locomotive Operational Assistance for Train Movements</p>
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Job roles continued

<p>Steel Terminal marshalling/planning</p> <p>This job role requires employees to undertake all activities associated with both the marshalling and planning of rolling stock, including locomotives and wagons. These activities can take place within terminals, yards and/or on the mainline.</p> <p>Steel Terminal marshalling and planning involves the identification of required rollingstock types, locations and track and siding availabilities, to facilitate the operation. The employee is required to prioritise and sequence wagons in accordance with workplace procedures, in addition to developing a strategy to achieve safe and efficient loading, unloading and train consist development. This job role also involves the development of track and siding access options from the marshalling strategy and contingency plans are identified and prepared for unplanned events. Steel Terminal marshalling and planning involves the monitoring and operations of signalling equipment. Operational requirements in this job role would require the employee to document, file and distribute shunt and marshalling plans and train consists in accordance with operational requirements. Employees undertaking this job role would do so without supervision.</p>	<p>Remote Control Operation</p> <p>This job role requires employees to undertake and control terminal locomotive operations in accordance with terminal remote control operating procedures and any relevant safeworking regulations and codes of practice.</p> <p>Employees performing this job role would undertake the following activities as part of their role; conducting single person locomotive shunting operations, which may include remote control locomotive operations. Employees in this job role may also undertake traditional terminal operating tasks.</p> <p>Prerequisite job roles for this position include shunting/marshalling, examining, Providing Locomotive Operational Assistance for Train Movements and Conducting Terminal Locomotive Operations</p>
<p>Mentor trainer Role</p> <p>The Mentor Trainer Role will be used at Pacific National's discretion when required for delivery of a structured training program for new and existing employees.</p> <p>The key skills required to carry out this job role will be the ability to impart knowledge of a specific on job skill set to the trainee to develop them into a skilled competent operator.</p> <p>The mentor will be responsible for updating management/relevant trainer on the trainees</p>	

development and identify any areas of potential delay in the employees certification.

Employees will attract payments on an incidental basis and permanent classification for Mentor trainer will not be made. When not required for mentoring, the employee will return to their normal role and pay.

10.20 Operations Support Career path

The following table outlines descriptors and classification pay levels for classifications in the Operations support Career path:

Classification Title	Description	Classification Pay Points
Officer Level 1	Frontline Support Level This Classification level applies to positions which have accountability for delivering administrative, technical or operational support. At this level the range of tasks and activities to be carried out are usually well defined. As a result, routine methods and procedures are employed that may require some judgment in the selection of resources, sequencing of tasks, or the selection of appropriate work methods or involvement of other employees.	Level 1 Paypoint a, b, c, d or e
Officer Level 2 a, b, c, d	Specialist Level This classification level applies to positions that have accountability for delivering a range of specialist services. These could include those related to a specific engineering, technical or administrative discipline. At this level, employees would be expected to operate autonomously in line with specific skills or qualifications they possess. There may also be some coordination of activities being performed by other employee. While focused on specific functional or discipline based activities, these activities are usually based on the application of defined precedent. As a result, routine methods and procedures are employed that may require some judgment in the selection of resources, sequencing of tasks, or the selection of appropriate work methods or involvement of other employees, within the context of the specific function or discipline.	Level 2 Paypoint a, b, c or d
Officer Level 3 a, b, c	This classification level applies to positions that have accountability for delivering high level specialist services. These could include those related to engineering, financial, technical or support disciplines. At this level, employees are expected to deliver seasoned or senior level specialist support within their specific functional	Level 3 Paypoint a, b or c

	<p>specialty or discipline. Additionally, employees at this level may also have an accountability for supervising other employees.</p> <p>While focused on specific functional or discipline-based activities, these activities can be based on the application of their professional principles to resolve unusual problems and/or oversee the development and implementation of new programs or projects</p>	
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- 10.21 In determining the appropriate pay point to apply for positions in each level in this stream, Pacific National will use standard position evaluation, or position scoring methodology. Pacific National currently uses the Hay Group methodology but may utilise any appropriate methodology to size positions and determine the appropriate classification level and paypoint.
- 10.22 In the event that Pacific National changes a classification and pay point level for any existing role or creates a new role covered by this agreement and the classification or paypoint level is disputed by an affected employee then Pacific National must provide the details of how the determination was arrived at. The dispute resolution procedure in this Agreement will be followed should the employee believe the process is not genuine.

11 Hours of Work

11.1 Ordinary Hours

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

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

11.2 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 provisions of the Act.

11.3 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) for payment of overtime penalty rates as set out in clause 11.6 below.

11.4 An employee may decline to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

- (a) Any risk to employee health and safety that might reasonably be expected to arise if the employee worked the additional hours;
- (b) The employee's personal circumstances, (including any family responsibilities);

- (c) The operational requirements of Pacific National in relation to which the employee is required or requested to work the additional hours;
- (d) Any notice given by Pacific National of the requirement or request that the employee work the overtime;
- (e) Any notice given by the employee of their inability to work the overtime;
- (f) Whether any additional hours are on a public holiday, and;
- (g) Any other relevant matter.

11.5 Management of Annual Ordinary Hours – Terminal Operations and Operations Support

- (a) Rosters and roster cycles will be used to spread and manage the Annual Cycle Hours over the Annual Hours of Work Cycle.
- (b) Over the roster cycle, ordinary hours will be allocated to average thirty-eight hours (38) per week.
- (c) Pacific National may also develop rosters in consultation with the roster development committee (or where there is no roster development committee, consultation in accordance with Clause 35) where average hours exceed 38hrs per week over the roster cycle. Where this is the case, overtime payments will be made in accordance with provisions outlined in Clause 11.6 below.
- (d) The 38hrs average must be achieved over a maximum 16 week cycle this clause in no way limits the ability of Pacific National through consultation to develop rosters with an average greater than 38hrs, as per clause 11.5 (c)
- (e) Subject to consultation and agreement the contents of clause 11.5 (d) may be extended to facilitate better rostering conditions and operational demands.

11.6 Overtime

- (a) Overtime is defined as:
 - (1) Total rostered hours worked in excess of the average of 38 per week over the roster cycle; or
 - (2) Hours worked in excess of those in the ordinary rostered shift length; or
 - (3) Hours worked on a RDO.
- (b) The penalty multiplier for overtime hours is 1.5 for the first three (3) hours and then 2 thereafter, except for overtime worked on a Sunday where the penalty multiplier is 2 for all hours worked.
- (c) Subject to specific business needs and operational requirements, shifts of a minimum of four (4) hours may be utilised to cater for overtime shifts including for training and meetings

11.7 Dayworkers

- (a) Subject to (c) below, the ordinary hours of duty for a Dayworker shall be thirty eight (38) hours per week, worked on any days, Monday to Friday between 0600 hours and 1800 hours.
- (b) The ordinary hours may be worked as a 7.6 hour day over 20 days (4 weekly duty cycle) or 8 hour day over 19 days in a 4 weekly duty cycle, where such arrangements already apply, and may be

extended by mutual agreement. Pacific National will not unreasonably withhold agreement where an employee seeks to alter their pattern of work / hours however Pacific National will base such decisions on the requirements of the business and the impact upon the business of any requested change.

- (c) The ordinary hours may be worked within a 152 hour, 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 12 hours.
- (e) Overtime for Dayworkers is time worked above the rostered hours which includes any time worked outside 0600 hours to 1800 hours, Monday to Friday unless roster is at employee's request.

12 General Rostering Provisions

- 12.1 Pacific National will develop and modify rosters consistent with operational requirements.
- 12.2 Rosters will take into account Pacific National's business and commercial requirements, employee needs and occupational health and safety requirements, including fatigue management principles.
- 12.3 Rosters may be developed to include forecast working, blank line working or both.
 - (a) Rosters will be developed in accordance with operational and commercial needs and must take into account the following:
 - (1) Consultation with the employees. Employees may elect to form a rostering committee. Where formed, management will consult with the committee, as part of the consultative process. Where no committee is formed, consultation will occur in accordance with the provisions in Clause 35;
 - (2) Family, social and work commitments;
 - (3) Fatigue obligations;
 - (4) Maintenance of qualifications;
 - (5) Relevant conditions of employment;
 - (6) Duty of care obligations;
 - (7) Optimal staff productivity; and
 - (8) Fair working for the employees.
- 12.4 Specific roster arrangements for terminal operators and support are detailed at Attachment 1 to this Agreement.

13 Meal Breaks/Rest Breaks

- 13.1 Employees working shift work covered by this Agreement shall have a paid meal break of 30 minutes built into the working arrangements for that shift. Meal breaks shall be scheduled or taken at such times that will not unnecessarily interfere with the efficient running of the terminal business. Ordinarily, meal breaks shall be scheduled to start and finish between the 4th and 7th hour of each shift.
- 13.2 Where employees are required to work shifts in excess of ten (10) hours duration, the employee shall be entitled to an additional ten (10) minute paid rest break to be taken at a time that will not unnecessarily interfere with the efficient running of the terminal business.

- 13.3 Employees will take meal breaks in a designated meal room as determined by Pacific National. Where an employee is required to extend past their rostered shift without notification prior to the commencement of the shift, the employee will be entitled to a \$15.00 meal allowance paid on each such occasion. The allowance will be adjusted annually by CPI (all groups) on 1 July each year.

14 Remuneration

- 14.1 Total Base Remuneration is composed of the base rate and the aggregate allowance for the Terminal Operations Stream. The aggregate allowance does not apply to the Support Stream.
- 14.2 The Total Base Remuneration for the Terminal Operations Stream and the Support Stream in clauses 14.2(a) and 14.2(b) have been calculated by applying the following remuneration increases:

Operative Date	Percentage Increase
From the first pay period after 30 June 2014	3%
From the first pay period after the 30 June 2015	3%
From the first pay period after the 30 of June 2016	3%

(a) Terminal Operations Stream – Total Base Remuneration

Terminal Operations Stream - Total Base Remuneration per annum from the first pay period on or after 30 June 2014

Classification Level	1	2	3	4	5	6	7	8	9	10
Total Base Remuneration	\$53,260	\$55,288	\$58,282	\$60,336	\$62,843	\$64,223	\$65,217	\$67,626	\$69,774	\$71,980
Classification Level	11	12	13	15	18	19				
Total Base Remuneration	\$74,097	\$77,039	\$79,267	\$82,115	\$89,767	\$95,753				

Terminal Operations Stream - Total Base Remuneration per annum from the first pay period on or after 30 June 2015

Classification Level	1	2	3	4	5	6	7	8	9	10
Total Base Remuneration	\$54,858	\$56,947	\$60,030	\$62,146	\$64,728	\$66,150	\$67,174	\$69,655	\$71,867	\$74,139
Classification Level	11	12	13	15	18	19				
Total Base Remuneration	\$76,320	\$79,350	\$81,645	\$84,578	\$92,460	\$98,626				

Terminal Operations Stream - Total Base Remuneration per annum from the first pay period on or after 30 June 2016

Classification Level	1	2	3	4	5	6	7	8	9	10
Total Base Remuneration	\$56,504	\$58,655	\$61,831	\$64,010	\$66,870	\$68,134	\$69,189	\$71,744	\$74,023	\$76,364
Classification Level	11	12	13	15	18	19				
Total Base Remuneration	\$78,610	\$81,731	\$84,094	\$87,116	\$95,234	\$101,584				

(b) Support Stream - Total Base Remuneration Per Annum

From the first pay period after 30 June 2014

Classification Level	Paypoint a	Paypoint b	Paypoint c	Paypoint d	Paypoint e
3					
2	\$81,212	\$87,934	\$99,596	\$110,828	
1	\$57,566	\$61,552	\$64,974	\$68,965	\$74,825

From the first pay period after 30 June 2015

Classification Level	Paypoint a	Paypoint b	Paypoint c	Paypoint d	Paypoint e
3					
2	\$83,649	\$90,572	\$102,584	\$114,153	
1	\$59,293	\$63,399	\$66,923	\$71,034	\$77,070

From the first pay period after 30 June 2016

Classification Level	Paypoint a	Paypoint b	Paypoint c	Paypoint d	Paypoint e
3					
2	\$86,158	\$93,289	\$105,661	\$117,577	
1	\$61,072	\$65,301	\$68,931	\$73,165	\$79,382

14.3 Composition of Total Remuneration

The following table outlines the composition of the Total remuneration:

Components		Calculation
Total Base Remuneration	A	As set out in clause 14.2 (a) and (b), whichever is applicable
APM	B	APM calculation derived from table in clause 14.3(a)(5)
Total Remuneration		= A+B

(a) **Aggregate Penalty Allowance**

- (1) Aggregate penalty allowances are provided to compensate employees for:
 - (A) working shiftwork and weekends;
 - (B) annual leave loading
- (2) Aggregate penalties are calculated for a whole forecast Master Roster. Employees rotate through lines on a Master Roster without altering the APM. Where an employee works under a Master Roster that contains only one line, APM is calculated on the individual's Master Roster.
- (3) Aggregate penalties are determined by calculating an Aggregate Penalty Multiplier (APM) from the available shift and rostering information, i.e. the time worked on weekends and/or night/afternoon shifts.
- (4) **Application of APM**
 - (A) **Terminal Operations and Operational Support**
 - (i) APM will be calculated on the basis of all the planned working shown on the roster, in accordance with the provisions contained within sub-clause (5) below.
 - (ii) The resultant APM factor will be applied to the "Total Base Remuneration" as per 14.2(a) or 14.2(b) (as applicable) for each employee resulting in an annual quantum of APM. The resultant quantum of APM will be paid in equal instalments each pay period. APM is not applied to payments for overtime.
 - (iii) At each change of roster(s) the APM will be reworked to reflect the hours worked

(5) **Calculating APM**

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

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

Saturday Shift Hours	<i>Insert No. of Hours</i>	1.50	<i>Multiply No. of Hours by Shift Multiplier</i>
Sunday Shift Hours	<i>Insert No. of Hours</i>	2.00	<i>Multiply No. of Hours by Shift Multiplier</i>
Sub Totals			

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

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

To calculate the APM use the following :

Part A

Step 1 Take the total in Column A away from the total in Column B.

Step 2 Divide the number calculated in Step 1 by the total in Column A.

Step 3 Multiply the number calculated in Step 2 by 0.9.

Part B

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

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

15 Payment of Wages

- 15.1 Wage/salary payments will be made by Electronic Funds Transfer (EFT) on a fortnightly basis in arrears.
- 15.2 Where stand alone payments are due, these will be made by Electronic Funds Transfer (EFT) on a fortnightly basis in arrears. Overtime incurred in the circumstances outlined in this Agreement will be paid in the following pay period.
- 15.3 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.
- 15.4 Where employment is terminated, the final payout for hours worked will be calculated on the basis of reconciling the completed hours worked with the notional hours paid. Pacific National has the right to deduct any overpayment of monies from the Employee's final payment.
- 15.5 Pacific National will ensure that Employee's pay dockets will be provided in accordance with the Act.

16 Stand Down

- 16.1 Pacific National 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 cannot reasonably be held responsible.
- 16.2 The employee 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 calendar days prior to the stand down commencing. However, in circumstances where Pacific National is aware in advance that employees will be required to be stood down, for example planned maintenance, then Pacific National must give affected employees at least 14 days notice.
- 16.3 As soon as practicable, and prior to the stand down commencing, Pacific National will consult with the affected employees and the Union. In this regard, the performance of useful work shall be discussed together with the performance of training and re-accreditation that may be required by Pacific National.
- 16.4 Employees who are stood down under this provision shall be treated for all purposes (other than payment) as having continuity of employment.
- 16.5 Any employee stood down in accordance with this clause may, at any time during the stand down, terminate their employment without notice and shall be entitled to receive, as soon as possible, any payments to which they are entitled up to the time of the resignation, without default of the employee.
- 16.6 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 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.
- 16.7 An employee who is stood down in accordance with this clause may elect to take leave or other time owed by Pacific National.
- 16.8 Notwithstanding any other provision of this clause, Pacific National shall not be entitled to deduct any payment for any public holiday, which occurs during a period of stand down.

17 Superannuation and Salary Sacrifice

- 17.1 For employees who were employed by FreightCorp immediately prior to the commencement of their employment with Pacific National:
 - (a) Pacific National shall continue to be a participating member of the following funds:
 - (1) State Authorities Superannuation Scheme;
 - (2) First State Super;
 - (3) State Superannuation Scheme; or
 - (4) State Authorities Non Compulsory Superannuation Scheme.
- 17.2 For all other employees, Pacific National will continue to be a participating member of AustralianSuper (previously known as Superannuation Trust of Australia (STA). Pacific National will provide superannuation benefits as required by law by making payments to AustralianSuper or to another complying fund nominated by the employee.
- 17.3 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.

- 17.4 Employees who are injured and subject to payment through workers compensation will receive superannuation payments (at the statutory rate) on the amounts that they receive through workers compensation. This applies to all new claims from the date of approval of this Agreement.

18 Uniforms

- 18.1 Pacific National will provide employees with uniforms, and where required, protective clothing or equipment that is fit for purpose
- 18.2 Pacific National will replace uniforms, protective clothing and equipment on a "fair wear and tear" basis.
- 18.3 If Pacific National 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 35 of this Agreement.

19 Disciplinary Measures

- 19.1 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..
- 19.2 Before implementing disciplinary measures, Pacific National will;
- (a) Gather and analyse any material relevant to the performance issue subject to the disciplinary measures and give the employee a copy;
 - (b) Advise the employee of the allegation(s) of inappropriate performance or behaviour in writing; and
 - (c) Provide the employee with an opportunity to respond to any allegation(s).
- 19.3 During the investigation described above, Pacific National may stand the employee down, with pay, during part or all of the investigation. In all cases Pacific National will endeavour to limit the period of time an employee is suspended without compromising the integrity of the investigation.
- 19.4 In implementing disciplinary action, Pacific National may:
- (a) issue a verbal or written caution, warning or reprimand; or
 - (b) 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
 - (c) Suspend an employee from duty, which may include a written warning or caution, with or without pay for a maximum period of 4 weeks; or
 - (d) Dismiss an employee.
- 19.5 With the exception of a termination, an employee who has a grievance in relation to the application of this clause shall follow the Resolution of Disputes process outlined in Clause 36 of this Agreement.

20 Termination of Employment

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

Period of Service	Period of Notice
Not more than 1 year	1 week
More than 1 year and up to 3 years	2 weeks
More than 3 years and up to 5 years	3 weeks
More than 5 years	4 weeks

20.2 For employees over 45, the notice period specified in clause 20.1 above will be increased by 1 week.

20.3 In circumstances where the employee terminates their employment, the employee's obligations in regards to notice shall be as set out above at 20.1.

20.4 If Pacific National so chooses, the employee shall receive a payment in lieu of working the notice period.

20.5 Notwithstanding Clause 20.1 and 20.2 above, Pacific National has the right to terminate an employee's employment without notice if the employee is guilty of serious misconduct.

20.6 A casual employee may be terminated with the provision of 1 day's notice.

21 Abandonment of Employment

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

21.2 However prior to Pacific National confirming the termination, Pacific National must write to the employee at the last known address, advising the employee that their employment will be terminated should the employee fail to contact their supervisor within a further 5 days of the date of the letter.

21.3 If no response is received, Pacific National shall confirm the termination.

22 Redundancy

22.1 A redundancy occurs in a circumstance where Pacific National 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.

22.2 For the purpose of Clause 22.1, a suitable alternative position includes, but is not limited to, the following:

- (a) 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 (or such other person) to the employee at no cost to the employee; and
- (b) attracts the same or no less favorable terms and conditions of employment overall.

22.3 Without limiting the terms of Clause 22.1 above, a suitable alternative position may be a position:

- (a) elsewhere within Pacific National's operations; or

- (b) with another related entity to Pacific National; or
- (c) with an unrelated entity in circumstance where Pacific National has sold all or part of its business.

22.4 Where Pacific National decides that it no longer requires the position an employee has been doing to be done by anyone, Pacific National:

- (a) Shall undertake consultation, as outlined in clause 35 of this Agreement;
- (b) Shall explore opportunities for suitable alternative employment;
- (c) Shall call for expressions of interest in suitable alternative employment and/or voluntary redundancy, where appropriate, from other employees. Pacific National has the right to accept or reject expressions of interest from individual employees.
- (d) Subject to clause 22.4 (c), 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.

22.5 Selection for redundancies shall be made having regard to the following criteria:

- (a) Pacific National's need for competencies;
- (b) Employee qualifications;
- (c) Employee past work performance and experience;
- (d) An employee's suitability for Pacific National's future needs; and
- (e) Any expression of interest for voluntary redundancy.

22.6 Severance payments are payable upon termination on account of redundancy and are in addition to:

- (a) notice or payment in lieu of notice; and
- (b) payment for any accrued but untaken leave or days in lieu which are payable on termination.

22.7 Severance payments shall be calculated

- (a) on the employee's Total Base Remuneration as per clause 14.2(a) or 14.2(b) (whichever applies) at the time of termination
- (b) shall be paid on a pro rata basis for part years of service. Pro rata shall be calculated to the day.
- (c) 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.

22.8 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 shall offer to pay the Employee's relocation expenses, as set out in clause 39 to a maximum of \$34,000.00 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). The adjustment shall be made annually in the first full pay period following the release of CPI data for the September quarter each year.

23 Annual Leave

- 23.1 Employees are entitled to Annual Leave in accordance with the Act as set out below.
- (a) A Dayworker shall receive 4 weeks annual leave being the equivalent to 152 hours;
 - (b) Shiftworkers shall receive 5 weeks annual leave being the equivalent to 190 hour.
- 23.2 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.
- 23.3 Annual leave loading is included in the Aggregate Penalties (APM) payment.
- 23.4 Annual leave is normally rostered and taken in blocks of one or more calendar weeks. Employees may request to take leave in less than one week blocks. Any such request is subject to approval by Pacific National.
- 23.5 For all Employees, when annual leave is taken in fewer than 3 week blocks, it will be deducted from the employee's accrual at rostered hours.
- 23.6 Should the Employees roster cycle be of a weekly average greater than 38hrs, the following will apply.
- (a) Average hours greater than 38hrs will be deducted from the block of annual leave taken per 7 day block, (e.g. roster cycle average = 40hrs then the hours to be deducted per leave block will be 2hrs per week from total hours of Annual leave e.g. staff member takes 3 shifts equalling 36hrs off and his roster average is 40hrs, then the following equation is used.
 - (1) $A = \text{Roster cycle average hours}$ $B = \text{Total leave hours taken}$
 - (2) If $A > 38$ then $B - (A - 38) = \text{Annual leave deducted from employees entitlement}$
 - (3) Should the leave block taken be greater than 7 days the equation will again apply for that period post 7 days.
- 23.7 For leave taken in blocks equal to or greater than 3 weeks all leave shall be deducted at 38hrs per week regardless.
- 23.8 For each public holiday which falls during a period of annual leave equal to or greater than a three week block, Pacific National will credit the employee with an additional 7.6 hour day of annual leave. For each public holiday which falls during a period of annual leave less than a three week block then Pacific National will credit the employee with an additional day at the rostered hours for that shift.
- 23.9 Leave should be taken in the year following its accrual. For this to happen, Pacific National will develop rosters, in consultation with affected Employees. Employees must take leave in accordance with leave rosters.
- 23.10 Employees may, subject to approval by Pacific National, 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. Subject to these conditions, Pacific National will not unreasonably withhold approval.
- 23.11 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 is subject to the operational needs of the business.
- 23.12 Payment of accrued leave, including upon termination, will be made at the Total Remuneration rate.
- 23.13 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.

23.14 When an operation stream Employees' annual leave is not rostered they may elect to take any block of 7 days as a week of annual leave subject to management approval.. Support Stream employees may take any combination of 7 days based on a calendar week. Variation to this will be by management approval.

23.15 Cashing Out of Annual Leave

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

24 Public Holidays

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

24.2 All employees shall be entitled to the following public holidays without loss of pay:

- (a) 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
- (b) Excepting Shiftworkers who shall also be entitled to, on the same basis as above, Easter Saturday; and
- (c) 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.

24.3 Provisions for Dayworkers

- (a) Substitution
 - (1) 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.
 - (2) Where Anzac Day; Australia Day; or New Years Day fall on a Saturday or Sunday then the Monday following that Saturday or Sunday shall be substituted as the public holiday.
 - (3) Where 31 December (NSW only) falls on a Saturday or Sunday, then the previous Friday shall be substituted as the public holiday
- (b) Payment for Working on a Public Holiday
 - (1) An employee shall receive payment for working whole or part of a public holiday in accordance with (i) below

- (i) Where a dayworker is rostered to commence work on a public holiday and actually works, they shall receive their normal pay plus an additional payment of 150% of the Total Base Remuneration (per clause 14.2(a) or 14.2(b) whichever applies) for the entire duration of that shift;
- (2) Where a Dayworker is not rostered to work on a public holiday but is required to work by Pacific National, all hours worked will stand alone and will be paid at normal overtime rates, as prescribed in this Agreement
- (c) RDO on a Public Holiday
 - (1) Where a public holiday falls on a RDO, the Employee shall receive their normal pay.
- (d) Notwithstanding 24.1 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 request to work is not reasonable or the refusal to work is reasonable.

24.4 Provisions for Shiftworkers

- (c) Shiftworkers have compensation included in their annual cycle of hours, i.e. 1976 hours for public holidays set out in 24.2:

- (1) Substitution

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

- (b) Payment for working on a public holiday

- (1) An employee shall receive payment for working whole or part of a public holiday in accordance with (i) or (ii) below
 - (i) Where a shift worker is rostered to commence work on a public holiday and actually works, they shall receive their normal pay plus an additional payment of 150% of the Total Base Remuneration (per clause 14.2(a) or 14.2 (b) whichever applies) for the entire duration of that shift;
 - or
 - (ii) Where a shift worker is rostered to commence work on the shift working into a public holiday, and is rostered off on the following shift(refer shift as per 24.4(b)(1)(i)), the employee shall receive their ordinary payment for the shift worked plus an additional 7.6hrs payment in lieu of the public holiday.

For clarity

For example -If a public holiday falls on the Monday and an employee is rostered to work on the Sunday Night commencing 2300hrs through to 0700hrs Monday,

and the employee is not required to commence work again on the Monday (public holiday). The employee will be paid as per the above clause 24.4(b)(ii).

(d) Rostered Day Off (RDO) on a Public Holiday

Where a public holiday falls on an RDO,

- (1) employees shall receive a payment of 7.6 hours; or
- (2) shall be entitled to a day off in lieu (DIL), where approved by Pacific National. Any DIL not taken by 30 June each year shall be paid out at the Total Remuneration rate.

(e) Where a public holiday falls during a period of annual leave and/or LSL, Pacific National will provide the employee with an additional day of leave.

- 24.5 When an employee is rostered to work on a public holiday and is deemed not required (N/R), Pacific National will endeavour to provide at least 7 days notice to the affected employee. Where less than 7 days notice is given the employee will receive no loss of penalty for the public holiday.

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

25.1 General Provisions

- (c) 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.
- (d) Part-time employees will receive a pro-rata allocation of Personal / Carer's leave.

25.2 Medical Certificate

- (c) Employees are required to provide a medical certificate or statutory declaration in circumstances where it is not practicable to obtain a medical certificate when Personal/Carer's leave:
 - (1) Exceeds three (3) consecutive working days; or
 - (2) If a Pacific National manager doubts whether an Employee's absence from work is 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.

25.3 Except for clauses 25.1 and 25.2 above, 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:

- (c) The method or manner required for taking personal/carer's leave; and
- (d) The provision of documentary evidence regarding personal/carer's leave.

25.4 All payments for Personal / Carers leave will be based on the following:

- (c) Total Remuneration for up to seventy six (76) hours per annum;
- (d) Total Remuneration for continuous blocks of leave of seventy six (76) hours or more.

- (e) Base Remuneration for hours in excess of 76 hours per annum.
- 25.5 Each shift in respect of which Personal / Carer's leave has been approved will be deducted on the following basis:
 - (a) Personal / Carer's leave deductions will be made in accordance with the rostered hours.
- 25.6 If:
 - (a) An employee has taken personal leave on the basis of an illness or injury; and
 - (b) It is considered necessary by Pacific National 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. Pacific National will meet the cost of examination and any traveling costs.
- 25.7 If an employee becomes ill or injured whilst on annual leave, Personal / Carer's Leave shall be approved and the Employee's leave shall be re-credited.
- 25.8 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:
 - (a) Where the illness extends more than seven calendar days; and
 - (b) The employee has contacted their manager / supervisor within three (3) days of becoming sick and;
 - (c) The illness is supported by a medical certificate.

This provision only applies for illness. It does not apply to injuries sustained on long service leave.
- 25.9 Medical retirement
 - (a) Where an employee has no reasonable prospect of returning to perform the position they are appointed to, owing to the nature of their illness or injury, Pacific National will examine opportunities for reclassification to an alternate position or may initiate action to terminate the employee's employment contract. The employee shall submit a claim for disability retirement to the relevant superannuation fund immediately upon becoming eligible to submit such a claim.

Where medical retirement is progressed, the Employee is to utilise all of the Employee's accumulated Personal/Care's sick leave prior to a medical retirement taking effect. Personal / Carer's leave does not accrue from the date the medical retirement is approved. This provision does not apply to an employee on worker's compensation as they are not entitled to take accumulated personal / carer's leave before medical retirement.
- 25.10 Sick Leave pending Worker's Compensation
 - (a) 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.

26 Unpaid Carer's Leave

- 26.1 The entitlement to Unpaid Carer's Leave will be in accordance with the Act..

- 26.2 An employee is entitled to a period of up to two days unpaid carer's leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, required care or support during such a period because of:
- (a) A personal illness, or injury, of the member; or
 - (b) An unexpected emergency affecting the member.
- 26.3 Unpaid carer's leave may be taken in a single unbroken period of up to two days or in any separate periods as agreed between the employee and Pacific National.
- 26.4 Unpaid Carer's Leave is only available where an employee has exhausted their entitlement to paid Carer's leave or has no entitlement to paid Carer's leave.
- 26.5 Notice of the taking of Unpaid Carer's Leave is expected to be given to Pacific National prior to the commencement of the employee's shift, but where this is not possible, as early as is reasonably practicable to do so.
- 26.6 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
- (1) A personal illness, or injury, of the member; or
 - (2) An unexpected emergency affecting the member.

27 Long Service Leave

- 27.1 Subject to clause 27.8 and 27.9 below, employees will be entitled to four hundred and fifty-six (456) hours, equivalent to twelve (12) weeks of paid long service leave, following a period of ten years continuous employment.
- 27.2 Subject to clause 27.8 and 27.9 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.
- 27.3 Subject to relevant state and territory legislation, an employee may elect to receive a cash payment in-lieu of taking long service leave, subject to written agreement being made to this effect between Pacific National 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.
- 27.4 In the event of a termination or resignation for Employees who have in excess of five (5) years service but who have not yet qualified for LSL as per clause 27.1 and/or 27.8 and 27.9, any pro rata LSL accrued for such service will be paid out. If the termination is for misconduct or disciplinary reason, no payment shall be made.
- 27.5 Employees will apply for long service leave and Pacific National will roster the approved long service leave on the basis of the number of calendar days to be taken. Applications to take long service leave must be made at least one (1) month 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.

Pacific National 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.

27.6 Pacific National can roster LSL following consultation with the employee and/or their representative a minimum of 4 weeks prior to the commencement of the requirement to take the leave.

27.7 Long service leave will be paid at the Base Rate.

27.8 Special provisions for some former National Rail employees

(a) 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 clause 27.1 and 27.2 will be paid at the Total Remuneration rate.

27.9 Special provisions for some former FreightCorp employees

(a) 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. These employees have the following entitlement to long service leave in place of the provisions outlined in clause 27.1 and 27.2 above:

- (1) Two calendar months of paid leave after ten years service;
- (2) Fifteen calendar days leave for each additional year of service beyond ten years.
- (3) All book-off days and weekends are considered part of the leave and are not paid separately.
- (4) Long Service Leave for these employees is paid at Base Remuneration.

28 Trauma Leave

28.1 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.

29 Compassionate Leave

29.1 Employees are entitled to 2 days Compassionate Leave per occasion. The rules for the taking of Compassionate Leave are set out in the Act and are incorporated into this Agreement.

29.2 Notwithstanding the provisions of clause 29.1 above, paid leave of up to 5 days will be available where a death involves the Employee's spouse or partner or former spouse or child (which child will include a step, foster or adopted child) or parent, stepparent, grandparent or grandchild of either the employee or their spouse and brothers and sister of either the employee or their spouse.

29.3 Compassionate leave shall be paid at the Total Remuneration.

30 Parental Leave

- 30.1 The following Parental Leave is provided to employees who have at least twelve (12) months continuous service:
- (a) 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;
 - (b) 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.
- 30.2 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.
- 30.3 Employees are entitled to Parental Leave in accordance with the relevant provisions of The Paid Parental Leave Act 2010 or relevant legislation which, for the avoidance of doubt, includes Adoption Leave.
- 30.4 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.
- 30.5 Paid Parental leave referred to in clause 30.1 shall be paid at the Total base remuneration as per 14.2(a) or 14.2(b) (whichever applies).
- 30.6 Should this outcome vary to the Act the higher entitlement will prevail.

31 Leave Without Pay

- 31.1 Pacific National 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.

32 Jury Service

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

33 Special Leave

- 33.1 Special leave is paid leave which enables employees to participate in community activities, deal with public emergencies or be involved in other special situations not covered by other forms of leave provided.
- 33.2 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 will not unreasonably withhold such approval.
- 33.3 Pacific National will provide paid leave for defence force reservists at the applicable Total Base Remuneration rate less the amount paid to the employee by the Australian Defence Force. Payment shall apply for reservists undertaking Active Duty, no payment will apply for reservists undertaking defence force training activities.

33.4 Special leave is paid at the applicable Total Base Remuneration.

34 Home Base And Sign-On/Sign-Off Provisions

- 34.1 Upon commencing employment, an employee shall be allocated to a home base. A home base is a geographic location, e.g. a town, or a major facility (e.g. a depot or terminal). At a home base a specific location may be nominated by Pacific National as a sign on/sign off point at which the employee shall normally commence and finish a shift.
- 34.2 For the purposes of this clause the home base for employees at the time of the lodgement of this agreement shall be that location, depot, terminal or office where they generally commence and finish work.
- 34.3 Sign on and sign off points within a home base or away from a home base may be varied by Pacific National following consultation with the affected employees.

(a) As a minimum, each Home Base and sign on/sign off point must contain the following:

- (1) Secure Car parking, if required overnight;
- (2) Air-conditioned and heated offices and sign on area amenities including individual securable lockers (only for home base), showers and toilets;
- (3) A meal room that includes at least a refrigerator, toaster, cooker, microwave oven, kettle, and drinkable water. Tea, coffee and milk will be provided free of charge to employees;
- (4) Communication equipment such as necessary stationery, telephones, radios;
- (5) Hard copies of any relevant operational documentation and provisions for accessing those documents;
- (6) A computer with access to Pacific National email and Pacific National/Asciano intranet for non office staff will be provided where possible in line with Asciano policy;
- (7) A securable Union Notice Board; and
- (8) Provision for the transport of any safety or maintenance equipment.

(b) **Payment for excess traveling time**

Where an employee is required to sign-on or sign-off outside their home base, payment for excess travelling time may apply.

Payments for excess travelling time will apply where the time taken by the employee to travel to the sign-on/sign-off point exceeds by more than fifteen (15) minutes the usual commute time from the employee's residence to the usual home base. Where this is the case, the employee will be paid the excess travelling time for the whole of the time travelling calculated in blocks of ten (10) minutes (e.g., 18 minutes of time travelling will be paid at 20 minutes). Payment for excess travelling time will be made at Base Remuneration.

(c) **Payment for use of employees own motor vehicle**

Where an employee uses his/her own vehicle to travel to another sign on/sign off point, the employee shall be reimbursed for additional expense associated with any extra distance from the employee's usual residence to their usual home base (e.g. usual commute 7 kilometres, commute

to new sign-on/sign-off point 12 kilometres – reimbursement for 5 kilometres extra distance). In the case of a motor vehicle the cost reimbursed shall be at the rate per kilometre for their vehicle size, which is specified by the Australian Taxation Office and shall include the cost of tolls.

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

35 Consultation and Change

Consultation

- 35.1 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's operations.
- 35.2 Levels of manning, equipment and methods of operation may be varied from time to time by Pacific National 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.
- 35.3 Pacific National having made a definite decision that it intends to proceed with any significant change shall issue a notification, in writing, advising:
 - (a) The affected Employees, or their representatives and their Union;
 - (b) The nature of the change;
 - (c) The reason for it;
 - (d) The timing of it; and,
 - (e) Any other relevant information.
- 35.4 Pacific National shall allow the employee, their representative and the Union, an opportunity to express their view or concerns. Pacific National 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 clause 38 of this Agreement.
- 35.5 Pacific National 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

- 35.6 This consultative process must be completed within a period of 14 days from the date of notification by Pacific National as set out in clause 35.3 above, subject to the provisions of 35.4 being complied with. Failure to comply with the provisions of 35.4 will delay and or extend the 14 day period accordingly.
- 35.7 Should Pacific National fail to provide the notification as required in clause 35.3 above Pacific National shall not implement any of the proposed changes until such time that the proper notification of change has been provided and the consultation process set out in sub clause 35.4 has been complied with.
- 35.8 Further, where Pacific National has failed to engage in any consultation what so ever with the affected Employees, their representative or their Union, may issue Pacific National, within 7 days of the non compliance, with a notice of dispute, in writing, setting out the reasons for the dispute in the form set out in Schedule 2 of this Agreement. Upon receiving such notice of dispute Pacific National will not implement the change and or cease the change should it have been already implemented.
- 35.9 It is agreed between the Parties that after the above notification and consultation process has satisfactorily taken place, Pacific National, may implement change after a further fourteen (14) days.

Significant Change:

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

Right To Conciliation

- 35.11 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 36, with respect of the proposed change. In such circumstances, clause 36.2 (a) to (d) need not be followed.

Right to Arbitration:

- 35.12 Either party shall have the right to have FWC arbitrate a dispute arising under this clause in circumstance where a party has failed to follow the notification and or the consultation process outlined in clause 35.3 & 35.4 above.
- 35.13 The Employees with their representatives shall have a further right to arbitrate a dispute where Pacific National have introduced the change and the provisions of clause 35.8 have been enacted.

36

Resolution of Disputes

- 36.1 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.
- 36.2 Where a dispute or grievance arises between Pacific National and its Employees in relation to the application of this Agreement or other workplace change, the following will occur:
- (a) 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 2 of this Agreement.
 - (b) 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 manager who made the decision which is subject of the dispute notice.

- (c) The Local Manager will consider the issues raised and will respond to the employee who lodged the notice within 24 hours. This response may be verbal or in writing, if so requested.
- (d) 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.
- (e) This discussion must be concluded within 48 hours.
- (f) 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.
- (g) These discussions must be completed within 48 hours.
- (h) If the dispute / grievance remains unresolved, a "cooling off period" of 48 hours (excluding weekends and public holidays) will occur at this stage of the process. During this period, the parties may continue to have discussions at whichever level they regard as most likely to assist in resolving the dispute / grievance. The parties may agree, at this point, to utilise mediation to resolve the dispute.
- (i) 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.
- (j) 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.
- (k) Where both parties agree, they may empower the mediator or member of the FWC to resolve the matter by arbitration.

36.3 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 is to be completed.

36.4 At all times during this process work shall continue in the matter it was being preformed immediately before the dispute or grievance.

37 Continuity of Supply

37.1 It is acknowledged by both parties, that it is an essential feature of this agreement that Pacific National must be able to ensure that its customers shall be in a position to maintain the continued supply of its product.

37.2 Consequently, the parties to this agreement recognise and commit, within their control, to there being a sufficient supply of labour, at all times, to ensure that the customers operations and ability to supply its product are unaffected by any dispute or grievance which may arise from time to time.

- 37.3 It is also agreed, to the extent necessary, and within the provisions contained in this agreement, that where a customers production or delivery needs are identified as urgent, the employees covered by this agreement shall collaborate to ensure that such needs are met without any disruption.
- 37.4 Accordingly, any dispute or grievance, arising from the operation of this agreement shall follow the dispute resolution procedure in accordance with Clause 36 above.
- 37.5 The mutual obligations and undertakings imposed by this clause apply to all parties and all employees during the nominal term of this Agreement, regardless of the reasons for or nature or the extent of the industrial action
- 37.6 Nothing in this clause in any way precludes, limits or removes the operation entitlements or obligations of the parties contained in this agreement.
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38 Representatives

- 38.1 Pacific National 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.
- 38.2 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.
- 38.3 Pacific National will allow workplace delegates reasonable access to telephone, facsimile, photocopying and email services, where available and provided, for the purpose of carrying out their role. The use of resources by a workplace delegates will be subject to the delegate complying with the prevailing company policy provisions (which shall not impose unreasonable restriction on the operation of this sub clause) and the specific directions of the site manager.
- 38.4 Workplace Delegates will be entitled to reasonable unpaid time off to attend union meetings, congresses and conferences, subject to operational constraints. Workplace delegates seeking such leave are required to give fourteen (14) days notice and Pacific National will not unreasonably refuse to approve such leave.
- 38.5 Pacific National will provide a lockable notice case to be used by workplace delegates for posting formal Union notices signed off by the delegates and or Union official. All material posted must be authorised by the relevant Union.
- 38.6 Special paid leave, at base ordinary hours, will be granted to employees of Pacific National who are elected through the Australian Electoral Commission as delegates of their Union to attend their Union's National Council, National Executive, Branch Council, Branch Executive and Divisional Committee meetings or their equivalent.
- 38.7 To be eligible for special paid leave, the employee:
- (a) is required to apply for leave at least four (4) weeks prior to the meeting;
 - (b) 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.

39 Transfer of Existing Employees

- 39.1 Pacific National proposals that may require an employee to relocate will be subject to the consultative provisions outlined in clause 35 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.
- 39.2 Where a transfer instigated by Pacific National requires the employee to relocate their residence, Pacific National will meet reasonable relocation expenses.
- 39.3 Based on individual circumstances, the following expenses will be met:
- (a) Housing expenses
 - (1) Costs associated with selling a residence at the "old" location, including Agent's commission, legal expenses, stamp duty and Bank charges.
 - (2) Costs associated with the purchase or construction of a new residence at the "new" location, where that residence will be the usual place of residence, such as legal expenses, stamp duty, bank charges, connection of utilities and mortgage insurance (one-off payment).
 - (b) Removal expenses, including removalist's fees, insurance charges and temporary storage (up to twelve months).
 - (c) Travel expenses, including:
 - (1) One familiarisation visit, of up to five days with travel costs, to the limit of economy class airfares for the employee and spouse to visit the location to examine housing and other services; and
 - (2) Actual travel costs, to the limit of economy class airfares for the employee and family during the actual relocation.
 - (d) Resettlement Allowance
 - (1) Resettlement Allowance is provided to cover the costs of temporary accommodation for employees and their families until a permanent residence is available. Resettlement allowance is paid as a reimbursement to cover actual costs incurred for temporary accommodation on the following basis:
 - (2) Employees with dependants may be reimbursed up to the value of six weeks pay, calculated on their base remuneration, where the dependants accompany them; or
 - (3) Employees without dependants will be reimbursed up to the value of three weeks pay, calculated on their base remuneration.
- 39.4 Employees who transfer at their own request will meet all costs associated with any relocation.

40 Temporary Transfer

- 40.1 Where required by the business, employees may be temporarily transferred to a different home base for a period of time. Temporary transfer will be used to support commercial activities affected by variable demand and traffic volumes and / or temporary staff shortages.
- 40.2 In the first instance, volunteers will be called for temporary transfer. In the event that insufficient employees volunteer, employees may be selected for temporary transfer. Employees will 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.

- 40.3 Pacific National will provide the means of travelling to and from the temporary location if required. Reasonable time allowances for travelling to and from all locations where motor vehicles are utilised, will apply. Employees will be paid travelling time on a stand alone basis, which means that the time will not be deducted from the Annual Cycle Hours. Employees who are temporarily transferred may be authorised to use their own vehicles to travel to and from the temporary location.
- 40.4 Reimbursement for use of private motor vehicle will be in accordance with the relevant PN 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 PN policy. Employees may elect to receive the allowance in advance upon request.
- 40.5 Employees who are temporarily transferred to a location which does not permit them to return to their home base daily shall be paid expenses at the rate of \$178.94 for each full day away from their Home Base. The payment of expenses is on the following basis:
- (a) This daily rate is made up of \$21.24 for each breakfast and each lunch, \$26.68 for each dinner and \$109.81 for each bed.
 - (b) No allowance for breakfast, lunch, dinner or bed, as the case may be, shall be granted to an employee unless they commence travelling from their home base earlier than the time specified in the table below and return to their home base after the time specified in the table below:

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

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

- (c) Expenses shall be adjusted by a formula that applies the Consumer Price Index (CPI) (weighted average of eight (8) capital cities) for the bed component and by the Meals Out and Take Away Food component of the CPI for the meals components. This adjustment shall be made annually in the first full pay period following the release of CPI data for the September quarter each year.
- (d) Where the actual cost of accommodation and / or meals are greater than those outlined above employees will be reimbursed the difference, subject to the production of receipts which are reasonable in the circumstances. Where Pacific National provides any meals and /or accommodation, the relevant component(s) of the expenses shall not be payable.
- (e) Employees shall have the option of accepting accommodation arranged by Pacific National or arranging their own accommodation. Where accommodation is arranged by Pacific National, such accommodation shall be of no less than three star rating.

41 Salary Maintenance

41.1 Existing Employees on Salary Maintenance

- (a) Pacific National employees who were on salary maintenance pursuant to clause 44 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 34 of the Pacific National Intermodal Division Terminal Operations Enterprise Agreement 2006 will continue to receive salary maintenance on the same basis as was provided in that clause.

41.2 Employees who start Salary Maintenance during this Agreement

- (a) Employees engaged prior to 27th 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:

- (1) 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.
- (2) If the employee is promoted during the life of this Agreement, they will be salary maintained on their Total Remuneration for a period of 12 months (and receive the annual remuneration increases prescribed in clause 14.2 before reverting to being salary maintained at the level in 41.2(a)(1) above

- (b) New employees engaged after 27th January 2007

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

- (1) 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 14.2 during this period.
- (2) 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.

41.3 Reasonable Alternative Offers

Employees receiving salary maintenance through the application of this clause shall be required to accept a reasonable offer for appointment to a position that has an applicable salary equal to or greater than their maintained salary. Reasonable within this context will have regard to consideration of the skills, knowledge and experience possessed by the employee and those required for the proposed position. Reasonable will also be considered within the context of the location of the proposed position.

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

42 Medical Assessments

- 42.1 Where, through the operation of the National Standard for Health Assessment of Rail Safety Workers ("National Standard") an employee is required to undertake a Health Assessment, Pacific National will pay cost of the medical assessment up to the "Determination", including the medical assessment itself, a stress ECG, if required, and/or other referred test(s).

- 42.2 The Determination occurs when a qualified health professional, in satisfaction of the National Standard, has determined that the employee is either:

- (a) Fit for Duty;
- (b) Fit for Duty subject to Review;
- (c) Fit for Duty subject to Job Modification;

- (d) Temporarily Unfit for Duty Subject to Review; or
 - (e) Permanently Unfit for Duty.
- 42.3 If further tests are required following the Determination, Pacific National will only be liable to cover the costs of such tests where it is identified that there was no basis for this referral – i.e., there is no apparent underlying condition that should have prompted such referral.
- 42.4 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.
- 42.5 Where it is determined that the referral was not justified, Pacific National will:
- (a) Reimburse the employee for the medical costs incurred as a result of the referral; and
 - (b) Re-credit any sick leave that has been used as a result of being unable to perform their duties as a result of the referral.
- 42.6 The above provisions do not exclude any obligations arising under the applicable Worker's Compensation legislation.
- 42.7 Payment for Pathology Blood Testing
- (a) Where an employee is required to participate in a pathology blood test prior to their medical assessment, this may occur during normal rostered hours or in their own time.
 - (b) If the blood test is to take place during rostered hours, the employee shall be given sufficient notice to enable them to fast before the commencement of their shift. Following conduct of the test the employee will be allowed a 20 minute break on return to work before resuming normal employment. There will not be an entitlement to any additional payment and the hours/time taken to participate in the test shall be included within the rostered shift limit.
 - (c) Where an employee is required to take the blood test outside of their normal rostered time, the employee shall be entitled to a \$90.00 allowance and be paid 2 hours overtime (OT) with no added RDO.
- 42.8 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 \$90.00.

43 Workplace Relations Training

- 43.1 Workplace relations training is specifically targeted at maintaining harmonious workplace relations between Pacific National and its Employees.
- 43.2 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.
- 43.3 Pacific National will allow a maximum of 2000 hours in total per year for such training. For the avoidance of doubt, the reference to 2000 hours is not for each Pacific National business but rather the total across all Pacific National businesses.

44 Individual Flexibility Arrangement

- 44.1 Notwithstanding any of the other provisions in this Agreement, Pacific National and an individual Employee may agree to vary the application of terms of this Agreement to meet the genuine individual needs of Pacific National and the individual Employee. The terms of the Agreement Pacific National and the individual Employee may agree to vary are those concerning:
- (a) Arrangements for when work is performed;
 - (b) Overtime rates; and
 - (c) Penalty rates.
- 44.2 Pacific National and the individual Employee must have genuinely made the agreement under clause 44.1 without coercion or duress.
- 44.3 The agreement between Pacific National and the individual Employee under clause 44.1 must result in the Employee being better off overall than the Employee would have been if no individual flexibility agreement had been agreed to.
- 44.4 The agreement between Pacific National and the individual Employee pursuant to clause 44.1 must also:
- (a) Be in writing, name the parties to the agreement, be signed by Pacific National and the individual Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;
 - (b) State the date the agreement commences to operate;
 - (c) State each term of this Agreement that Pacific National and the Employee have agreed to vary;
 - (d) Detail how this Agreement has been varied; and,
 - (e) Detail how the arrangement meets the Better Off Overall Test (BOOT).
- 44.5 Pacific National must give the individual Employee a copy of the agreement within 14 days.
- 44.6 Except as provided in clause 44.4(a), the agreement must not require the approval or consent of a person other than Pacific National and the individual Employee.
- 44.7 Any agreement made pursuant to clause 44 may be terminated:
- (a) By Pacific National or the individual Employee by giving four weeks' notice of termination, in writing, to the other party; or
 - (b) At any time, by written agreement between Pacific National and the individual Employee.
- 44.8 The right to make an agreement pursuant to this clause 44 is in addition to, and is not intended to otherwise affect, any provision for an agreement between Pacific National and an individual Employee contained in any other term of this Agreement

45 Internal Transfer of Work

- 45.1 The Parties acknowledge that a "transfer of work" as described with in the Act is not dealt with under this clause.
- 45.2 The Parties acknowledge that Pacific National may, from time to time, reorganise and restructure its business units.
- 45.3 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 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:

- (a) If the Employee's classification or level does not exist in the proposed agreement, then the Employee(s) will transfer to a similar classification with the agreement and salary maintenance shall apply;

45.4 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).

45.5 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 FWC.

46 Picnic Day - former FreightCorp Employees Only

46.1 This clause shall apply to current Employees of PN 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 PN from that date.

46.2 For the purposes of this clause, one Picnic Day shall be organized between 1 December and 31 January in a 12 month cycle.

46.3 Further to clause 46.2 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.

46.4 An Employee who attends the Picnic day in accordance with this clause shall have their rostered hours credited to their Duty (roster) Cycle.

46.5 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 Cycle as the picnic day occurred.

47 Travel Passes – Former FreightCorp Employees Only

47.1 Subject to sub-clause 47.3 and 47.4, a PACIFIC NATIONAL 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.

47.2 An Employee's prior service with FreightCorp will be taken into account in determining entitlements under this provision.

47.3 The Clause does not apply to any Employee who chose to relinquish their travel pass entitlements in return for a payment at the time of the sale of FreightCorp. However, employees who "cashed out" and relinquished their travel pass entitlements in conjunction with the sale of FreightCorp will continue to be eligible for a Gold Pass, subject to the normal length of service requirements.

47.4 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.

- 47.5 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.
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DECLARATION AND SIGNATORIES

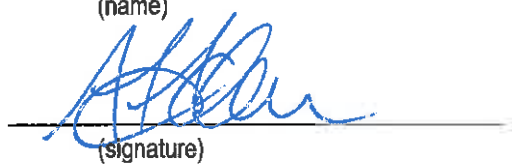
This Enterprise Agreement has been developed through extensive consultation.

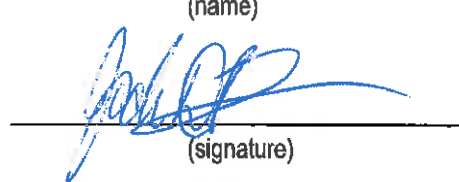
All parties are entering into this Agreement with full knowledge as to the content and effect of the document.

This Agreement was made at Sydney on this the day of 2015

Signed for and on behalf of
PACIFIC NATIONAL

In the presence of


ANDREW ADAM
(name)

(signature)

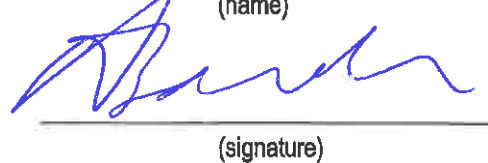
JODIE DE BARI
(name)

(signature)

Being an authorised signatory for Pacific National Intermodal Division

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

In the presence of

BOB NANVA
(name)

(signature)

ALLAN BARDEN
(name)

(signature)

of Suite 210, 4 Goulburn St, SYDNEY NSW 2000
(address)

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

Rostering Guidelines

Rostering Guidelines – Terminal Operators & Operations Support

1 Rosters

1.1 Consultation

- (a) Employees may elect to form a rostering committee. Where formed, Pacific National will consult with the committee as part of the consultative process. Where no rostering committee is formed, consultation will occur in accordance with the provisions outlined in Consultation and Change Clause 35.
- (b) Pacific National, in consultation with the local rostering committee (where formed), will develop and modify rosters consistent with operational requirements.

1.2 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. Where possible, the rostering of single RDOs will be avoided.
- (b) Where a change to a Master Roster is proposed, consultation, as outlined in clause 35 Consultation and Change. This 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, or unless otherwise agreed by both parties. At this time, employees will be notified of which line in the roster they will commence.
- (d) The Master Roster will include sign-on and sign-off times.
- (e) Changes to a Master Roster will be made mindful of balancing the business demands and the needs of employees. The number of changes to Master Rosters, where such a change impacts on a RDO, shall not exceed four (4) per annum, unless by agreement at each affected worksite. Where a variation to the Master Roster is proposed which does not impact on an RDO, but is only;
 - (1) A variation to existing rostered working; or
 - (2) The placement of additional RDOs; then such change will not constitute one of the four Master Roster changes.
- (f) There may be more than one roster developed at a location for a similar or the same positions.

- 1.3 Rosters should be arranged to provide the maximum number of complete weekends rostered off duty. Employees will not be required to work more than three (3) weekends in a row.
- 1.4 Complete weekends will be rostered to start no later than 18:00 on Friday and shall finish no earlier than 06:00 on Monday, with the exception of relief lines.

2 Shift Lengths

- 2.1 The maximum rostered shift length shall be twelve (12) hours. The maximum rostered shift length when conducting Terminal Locomotive DOO Shunt shifts will be 9 hours.
- 2.2 The rostering and management of 12 hour shifts is to be limited to no more than four consecutive 12 hour shifts in any seven (7) day period. Extra shifts (e.g. overtime/training) can occur within this seven (7) day period based on fatigue management policy/standard.
- 2.3 The management of maximum shifts and shift times will be driven by the fatigue management Policy/Standard for Pacific National Intermodal Terminals. This will include master rosters working rosters, overtime shifts and lift up and layback where applicable or already in place.
- 2.4 The development of the master roster must ensure that no employee will be rostered to work more than seven (7) consecutive shifts without a day off.

3 Interval Between Shifts

- 3.1 The minimum interval between shifts shall be eleven (11) hours off duty.
- 3.2 When changing from night shift pattern to another shift pattern, there shall be an interval of 33 hours off duty. Unless 3.2(a) or 3.3 applies
 - (a) When working on an annual leave relief line it is agreed that the minimum hours off duty shall be 30
- 3.3 When changing from any other shift pattern there shall be a minimum of 23 hours off duty. Subject to consultation and agreement with the local roster committee or affected employees this may be adjusted subject to fatigue management indicators and Statutory Regulations. Unless 3.3 (a) applies
 - (a) When working on an annual leave relief line it is agreed that the minimum hours off duty shall be 23
- 3.4 When changing from any other shift pattern of rostered 12 hour shifts, there shall be a minimum 23 hours off duty. Subject to consultation and agreement with the local roster committee or affected employees this may be adjusted subject to fatigue management indicators and Statutory Regulations.

4 Working Roster Changes

- 4.1 Where the Working Roster is developed, a period of seven (7) days notice of the introduction of such rosters shall occur.
- 4.2 Variations from the Master Roster placed onto a Working Roster must not impact on the placement of RDO's. Variations that might be addressed in a Working Roster could include changes to shifts, e.g. the number of shifts and/or their placement on the roster or changes to sign on times, shift lengths and/or sign off times. Variations may be required because of specific operational changes that are known at the time the Working Roster is prepared.
- 4.3 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 will apply. All working roster changes will be subject to consultation and agreement with the affected employees.
- 4.4 Subject to relevant OH&S, fatigue management and operational issues, employees may mutually exchange shifts, with the approval of the relevant manager or rostering staff. Pacific National will not unreasonably withhold approval where such requests are cost neutral.

5 Maximum Hours of Duty – Emergencies, Major Equipment Failure

- 5.1
 - (a) Employees who are unable to complete their rostered shift due to an emergency must be relieved from duty and signed off after a maximum of sixteen (16) hours.
 - (b) The requirements of Schedule 2 of the Rail Safety Act – Fatigue Management do not apply in the event of:
 - (i) An accident or emergency; or
 - (ii) Any urgent circumstances approved by the ITSRR; or
 - (iii) Any other unforeseeable circumstances, that make it necessary to contravene this Schedule to avoid a serious dislocation of train services if there is no reasonably practicable alternative, if the Safe Working Employee or Safe Working Employees concerned indicate their fitness to work the extended hours.
 - (c) In this clause "emergency" means an emergency arising out of an actual or imminent event, such as fire, flood, storm, earthquake or explosion, that:
 - (i) Endangers, or may endanger, the safety of persons, or
 - (ii) Destroys or damages, or may destroy or damage,

6 Lift-Up and Lay-Back

- 6.1 The intention of this provision is to provide flexibility where a business requirement exists for lift up and/or layback offers. The following operational characteristics would determine the needs for lift-up/ lay-back provisions:
 - (a) Locations with less than twenty-four (24) hour coverage and
 - (b) Irregular or unreliable train running
 - (c) Where a Terminal Operator is required to travel on a locomotive as the second person, and then only to keep the commencement time for the shift compatible with that of the locomotive driver.

- 6.2 Liftup and layback will apply to all "Express" services;
 - 6.3 Where implemented, Terminal Operators may be lifted up by two (2) hours or laid back by three (3) hours from the rostered commencement time of their shift.
 - 6.4 During the consultation process, specific consideration will be given to any issues of "hardship" raised by employees at the location.
 - 6.5 Pacific National will make no more than one (1) alteration to the confirmed sign-on time under lift-up and lay-back provisions.
 - 6.6 Where applicable employees may be expected to be contacted for lift up and layback purposes. Pacific National will contact employees directly for Lift-up and Lay-back purposes
 - 6.7 Support Staff will be excluded from Lift Up and Lay Back as outlined in Clause 6.
-

7 Roster Suspension

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

ATTACHMENT 2

Notification of Dispute or Grievance

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

Date: _____

I hereby give notice that I wish to invoke the dispute settlement process in accordance with Clause 36 of the Pacific National Intermodal Division Outsourced Projects Enterprise Agreement, 2014.

The decision I wish to dispute is:

The person who made the decision is: _____

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

The reasons I wish to dispute the decision are:

Your Name: _____
Please print clearly

Position: _____

Signed: _____

Telephone: _____

Work Location: _____