

**PACIFIC NATIONAL
VICTORIAN GRAIN DIVISION
UNION COLLECTIVE AGREEMENT
2007**

TABLE OF CONTENTS

PRELIMINARY MATTERS.....	4
1 Title	4
2 Key Objectives	4
3 Parties	4
4 Scope	4
5 Relationship with Other Awards and Agreements	4
6 Duration	5
7 No Extra Claims	5
8 Anti-Discrimination	5
9 Definitions	5
10 Best Practice	6
CONTRACT OF EMPLOYMENT	7
11 Recruitment, Selection and Induction	7
12 Contract of Employment	7
13 Probationary Employment.....	8
14 Full Time Employment	8
15 Part Time Employment	8
16 Casual Employment.....	9
17 Fixed Term Employment.....	10
REMUNERATION AND CLASSIFICATIONS	10
18 Principles	10
19 Classification Structure	11
20 Allowances.....	13
21 First Aid Allowance	14
22 Fuel Point Allowance	14
23 Disruption to Work Allowance.....	14
24 Higher Classification Duties.....	14
25 Superannuation.....	15
26 Salary Sacrifice	15
27 Pay increases	15
28 Payment of wages	16
29 Emergency Work	16
HOURS OF WORK	17
30 Ordinary Hours – Train Crew	17
31 Overtime – Train Crew.....	17
32 Ordinary Hours – Non Train Crew	17
33 Overtime – Non Train Crew	18
34 Rostering Provisions Non Train Crew.....	18

LEAVE ENTITLEMENTS	19
35 Accrual of annual leave.....	19
36 Paid Personal / Carer's Leave	20
37 Unpaid Carer's Leave	21
38 Compassionate Leave	22
39 Parental Leave	23
40 Long Service Leave	24
41 Public Holidays	24
42 Jury Service	26
43 Trauma Leave.....	26
44 Make up Pay	26
CONSULTATION AND DISPUTE RESOLUTION	27
45 Consultation	27
46 Representatives	28
47 Dispute Resolution Procedure	29
DISCIPLINARY ACTION, TERMINATION OF EMPLOYMENT	30
48 Disciplinary Action.....	30
49 Salary Maintenance	31
50 Termination of Employment.....	32
51 Abandonment of Employment	32
52 Redundancy.....	33
53 Transmission of Business.....	35
SAFETY HEALTH AND ENVIRONMENT.....	35
54 Health and Safety	35
55 Uniforms, Protective Clothing and Equipment.....	36
MISCELLANEOUS.....	36
56 Stand Down	36
57 Home Base and Sign-On/Sign Off Provision	37
58 Transfer of Employees.....	37
59 Temporary Transfers	38
60 Travelling and Incidental Expenses - FOEs.....	39
61 Travelling and Incidental Expenses – Train Crew	41
62 Travel Passes	41
63 Training and Development Bonds	41
64 Health Assessments	42
APPENDIX 1 GENERAL FREIGHT AND INDUSTRIAL.....	44
APPENDIX 2 – NOTIFICATION OF DISPUTE OR GRIEVANCE	53

PRELIMINARY MATTERS

1 Title

The title of this Agreement is the Pacific National Victorian Grain Division Union Collective Agreement 2007 ("the Agreement")

2 Key Objectives

- 2.1 The aim of this Agreement is to promote real gains in productivity, efficiency, flexibility and co-operation in the workplace.
- 2.2 The parties recognise that workplace reform is necessary to make Pacific National profitable and therefore provide for the long-term security of its workforce.
- 2.3 The parties also recognise the necessity of adopting a consultative and participative approach to workplace reform to achieve a genuine change in the industrial culture at all levels within Pacific National.
- 2.4 The parties' objective is to achieve and maintain the following:
 - (a) A focus on customer satisfaction. Working with customers to identify their needs and to develop plans to meet those needs;
 - (b) A commercial perspective, eliminating unproductive activities and striving for a profitable outcome for all parts of Pacific National's business;
 - (c) An environment and the means to ensure continuous improvement in all areas of the business;
 - (d) Safe and efficient operations;
 - (e) Open communication with Employees and a co-operative management style encouraging teamwork.

3 Parties

- 3.1 The parties to this Agreement are:
 - Pacific National (Victoria) Pty Ltd, hereafter referred to as "Pacific National" and
 - The Australian Rail Tram and Bus Industry Union ("RTBU")

4 Scope

- 4.1 This Agreement shall apply to:
 - (a) Each of the parties; and'
 - (b) Each of the Employees, as set out in this Agreement, who perform work in positions within the Pacific National – Grain Division, Victoria and NSW and which Employees were formerly engaged by Freight Victoria Pty Ltd.

5 Relationship with Other Awards and Agreements

- 5.1 This Agreement sets out the whole agreement between the Parties. Any and all federal awards cease to have any operation in relation to an Employee when this Agreement commences.
- 5.2 This Agreement applies to a distinct operational area (or "parts" of a single business) operated by Pacific National. There is a degree of interaction between many of these operational areas. Whilst an Employee may, subject to the conditions in this Agreement, be

directed from time to time to work across these operational areas, an Employee will remain bound by the terms and conditions contained in this Agreement so long as they fall within the Scope clause of this Agreement.

6 Duration

- 6.1 This Agreement shall operate from seven (7) days after notification has been issued by the Workplace Authority that the Agreement has passed the no disadvantage test. The nominal expiry date is 31 December 2010.

7 No Extra Claims

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

8 Anti-Discrimination

- 8.1 It is the intention of the parties to this Agreement to achieve the principal object in section 3(m) of the Act through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 8.2 Accordingly, in fulfilling their obligations under the Dispute Resolution Procedure, the parties must make every endeavour to ensure that neither the agreement nor its operation are directly or indirectly discriminatory in their effects.
- 8.3 Nothing in this clause is taken to affect:
- (a) Any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
 - (b) Junior rates of pay;
 - (c) An Employee or employer pursuing a matter of discrimination in any state or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;
 - (d) The exemption in section 659(3) and (4) of the Act.

9 Definitions

- 9.1 The following terms which appear throughout this Agreement are defined as follows:

Act	Shall mean the <i>Workplace Relations Act 1996 (Cth)</i> as amended from time to time
Aggregate Rate	Shall mean the aggregate of an Employees' Base Rate and aggregate allowance as set out in clause 19.1
Base Rate	Shall mean the Employee's rate of pay excluding the Aggregate Allowance
Chief Medical Officer	Shall mean a senior specialist medical advisor engaged by PN.
Continuous Service	In this Agreement, unless otherwise stated, "continuous service" shall mean continuous service with Pacific National, Freight Victoria Ltd, the Public Transport Corporation and other predecessors and includes periods of authorised paid leave. Service will not be continuous if it has been interrupted at any stage by and absence of more than three (3) months without authorisation by the employer.

Day Worker	Shall mean an Employee who's roster provides for ordinary hours to be worked on any day Monday to Friday between the hours of 06.00 and 18.00.
Employee	Shall mean an a person covered by this Agreement.
Freight Australia	Shall mean the previous private operator operating in Victoria, NSW & South Australia acquired by Pacific National in 2004.
FOE	Shall mean Freight Operations Employees.
Ordinary Time	Shall mean the Employee's ordinary hours as set out in clause 32.
ORD	Shall means Off Roster Day.
Productivity Off Sets	Shall mean genuine measures identified by the Parties to increase the productivity and/or efficiency of Pacific National's operations but shall not include any work practices which would otherwise be described as restrictive or capable of implementation as a consequence of managerial prerogative..
Protected Award Conditions	Shall mean the Protected Award Conditions as defined as Protected Allowable Award Matters in Section 354 of the <i>Workplace Relations Act 1996 (Cth)</i>
Relay Working	Shall mean crewing a locomotive to permit continuous operation of a train.
Relevant Awards	Shall mean the Awards specified in Appendix 3 to this Agreement.
The Standard	Shall mean the Australian Fair Pay and Conditions Standard as defined in the <i>Workplace Relations Act 1996</i> as amended from time to time.
Train Crew	Shall mean an Employee engaged in one of the classifications as set out in clause 19.1

10 Best Practice

- 10.1 The parties are committed to the objective of achieving the best known practice, nationally or internationally, where such practice is considered relevant and adaptable by utilisation of appropriate benchmarks. Best practice is a continuous improvement process, which involves constantly reviewing, changing, adapting and integrating related approaches to organisational issues within the framework of this Agreement. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery of service issues.
- 10.2 The Parties recognise that best practice must be achieved within agreed timeframes to enhance the performance of Pacific National.
- 10.3 The Parties agree that best practice is outcome rather than simply activity based. It provides the processes, structures rights and obligations which are essential to ensure that the full capacity for innovation of Employees is fully and effectively used.
- 10.4 Best practice is based on the following principles:
- Employees and their representatives will be fully involved;
 - a planned and structured approach will be used to set and achieve objectives;
 - appropriate facts, data and analysis will be made available to Employees involved in the process;
 - partnerships with suppliers and customers will be actively pursued;
 - quality will be achieved by having well planned and managed processes;

- (f) processes will be standardised as part of process management;
- (g) continual improvement of all processes will be pursued;
- (h) ways will be sought to innovate and redesign processes;
- (i) emphasis will be on prevention and improvement; and
- (j) an appropriate level of community and environmental responsibility will be demonstrated.

CONTRACT OF EMPLOYMENT

11 Recruitment, Selection and Induction

- 11.1 The selection process for filling position vacancies will be based on merit. The merit of applicants will be determined by considering the abilities, competence, qualifications, experience, standard of work performance and work history of candidates relative to the position.
- 11.2 All selection decisions will reflect Pacific National's commitment to equal employment opportunity and the elimination of unlawful discrimination.
- 11.3 Pacific National will advertise all vacancies for positions covered by this Agreement, unless those vacancies are filled in accordance with prevailing policy related to redeployment or transfer or employees.
- 11.4 All vacancies will be advertised internally. At times, Pacific National may also advertise a vacancy simultaneously internally and through media advertisements, recruitment agencies and other sources.
- 11.5 Where a position covered by this Agreement is advertised and no grade or classification is included in the advertisement, Pacific National will provide advice as to the appropriate classification when asked by an applicant for the position
- 11.6 Where an offer is made to appoint employees under the terms of this Agreement, following advertising, the offer will be in writing in the form of a letter of engagement. The letter of engagement will contain the following:
 - (a) Position title;
 - (b) Appointment date;
 - (c) Position level, as contained within this Agreement;
 - (d) Salary level; and
 - (e) That in addition to the terms of the letter of engagement, this Agreement applies to the employee's employment.
- 11.7 Pacific National will ensure that all employees are appropriately inducted into their workplace following appointment.

12 Contract of Employment

- 12.1 Pacific National shall use its best endeavours to ensure that full-time employment is the principal form of employment.
- 12.2 Pacific National may, subject to clauses 13, 14, 15 and 16, engage Employees either on a full-time, part time casual or fixed term basis in all classifications to provide flexibility of employment and to accommodate variability of business activities.
- 12.3 No Employee shall have their form of employment changed without their written agreement.
- 12.4 When engaged, all Employees shall;
 - (a) Attend for work fit, ready and able to perform in their role;

- (b) Use safe work practices and properly use all appropriate protective clothing and equipment provided by Pacific National;
- (c) Undertake all work as directed, which can be assigned to a person of that skill and/or competence;
- (d) Comply with all Pacific National policies and procedures as are in force from time to time;
- (e) Comply with any reasonable request to work shift rosters where required;
- (f) work reasonable overtime at the appropriate penalty rates, when required to do so by Pacific National;
- (g) Implement and use new technology, systems and / or processes, when trained, which improve business efficiency and effectiveness;
- (h) Participate in training, learning and developmental programs and attend team briefings which are conducted during working time, to enhance the productivity of the workplace.

13 Probationary Employment

- 13.1 Pacific National shall initially engage a full time or part time Employee for a period of probationary employment of three (3) months.
- 13.2 During the period of probationary employment, Pacific National will review the performance of the Employee in accordance with a performance standard agreed between the Employee and Pacific National and shall discuss with the Employee his / her progress. Appropriate training will be provided if applicable in order for the Employee to learn the key elements of his / her position.
- 13.3 During the period of probationary employment, Pacific National may, if the new Employee does not meet the requirements of the position, terminate the Employee's employment by the giving of one week's notice.
- 13.4 Upon the completion of the three months period of probationary employment, the Employee shall be automatically classified as either a full time or part time Employee consistent with his / her initial engagement.
- 13.5 Upon employment, the Employee shall be paid at the rate stipulated in this Agreement for his/her applicable classification. The Employee is for all purposes of this Agreement a full time or part time Employee and the period of probationary employment forms part of the Employee's period of continuous service for all purposes of this Agreement.

14 Full Time Employment

- 14.1 An Employee not specifically engaged as being a part time Employee or a casual Employee is for all purposes of this Agreement a full time Employee.
- 14.2 Pacific National shall use its best endeavours to ensure that full time employment is its principal form of employment

15 Part Time Employment

- 15.1 Part time employment for locomotive grades will be in accordance with only those clauses pertaining to part time employment of this Agreement.
- 15.2 For all other Employees, part time employment will be in accordance with the following:
 - (a) A part time Employee is a permanent Employee engaged to work a regular pattern of ordinary hours, which shall average less than 40 hours per week for Train Crew and 38 hours per week for other Employees, provided that the ordinary hours shall total not less than 180 hours in each 12 week period.
 - (b) Before commencing part time employment, Pacific National and the Employee concerned will agree upon:

- (i) The hours of work to be worked by the Employee;
 - (ii) The days upon which they will be worked by the Employee;
 - (iii) The starting and finishing times; and
 - (iv) The classification applying to the work to be performed by the Employee.
- (c) A part time Employee engaged as Train Crew shall work the hours as for part time employment as set out in clause 1 of Appendix 1.
 - (d) The terms of the engagement as specified in clause 15.2(b) above, may be varied by mutual consent.
 - (e) The terms of engagement and any variations made, shall be in writing and retained by Pacific National. A copy of the terms of engagement and any variation to them shall be provided to the Employee by Pacific National.
 - (f) A part time Employee shall be paid at an hourly rate as follows:
 - (i) For Train Crew – one fortieth of the weekly rate prescribed by this Agreement for the appropriate classification.
 - (ii) For other Employees – one thirty-eighth of the weekly rate prescribed by this Agreement for the appropriate classification, this clause shall not apply to any Employee performing Relay Work.
 - (g) The terms of this Agreement shall apply to a part time Employee on a pro rata basis.
 - (h) A part time Employee may be required to work additional hours beyond their agreed minimum hours. Where this is required, the payment for additional hours worked will be at the overtime rates applicable to their classification.
 - (i) A part time Employee whose normal paid hours fall on a public holiday but who is not required to work that day shall not lose pay for that day. Part time Employees required to work on such public holidays shall be paid in accordance with clause 41.

16 Casual Employment

- 16.1 Pacific National may employ persons on a casual basis for the purpose of meeting particular or short-term needs and should not be used to reduce the full-time workforce. A casual Employee shall be engaged by the hour and paid the prescribed rate as set out in clause 19.1 . This rate is in lieu of weekend or shiftwork loadings, all paid leave and public holidays not worked and to compensate for the nature of casual employment.
- 16.2 With respect to the use of casuals in locomotive driving grades, such casuals may only be used if they have the requisite skills and current certified competencies, recognised in the applicable State, to perform driving duties and shall only be used for the purposes of meeting particular or short term driving needs. The rates of pay for Train Crew will be as set out in table 19.1.
- 16.3 Casual Employees shall be provided with a minimum period of three hours employment, other than train crew to which the roster code as set out in Appendix 1 will apply, on each engagement and shall be paid overtime for all hours worked in excess of ordinary hours on any day.
- 16.4 Wherever practicable, a casual Employee (except Train Crew) will be employed for an initial period no longer than three months or as otherwise agreed.

17 Fixed Term Employment

- 17.1 A fixed term Employee may be engaged, subject to the Employee holding the required qualifications, for a specified period of time and may work either full time or part time during this period.
- 17.2 A fixed term Employee shall have his/her period of employment specified upon commencing employment and will not be eligible for any redundancy payments upon the conclusion of the agreed employment period.
- 17.3 Wherever practical, a fixed term Employee will be employed for an initial period no longer than three (3) months and in any event shall only be used for the purposes of meeting particular or short term needs of the business.

REMUNERATION AND CLASSIFICATIONS

18 Principles

- 18.1 The classification structures in this Agreement are designed to encourage Employees to enhance their level of skills and to assist Pacific National to operate efficiently and with a high level of quality.
- 18.2 An Employee may be directed to carry out such duties, use such equipment and operate flexibly between work stations and work areas as are within the Employee's training, skills, qualifications and classification stream and consistent with Pacific National's responsibility to provide a healthy and safe working environment.
- 18.3 Subject to the necessary supervision, an Employee may be required to assist other Employees, work in groups or work alone.
- 18.4 Employees shall be provided with a structured program of training. The training program shall enable an Employee to perform the range of duties in the Employee's classification. An Employee shall not unreasonably refuse to undertake training.
- 18.5 Employees shall carry out such duties as directed by Pacific National from time to time subject to the limits of their skills, qualification and training relative to their grade / career structure. Disputes about this clause shall be dealt with according to the Disputes Settling Procedure in clause 47.

19 Classification Structure

19.1 Train Crew

Classification	Definition	Wage Rates \$PW		
		Base	Agg All	TOTAL
Trainee Driver New Start	Means a New start Trainee Locomotive Driver	\$547.96	\$0	\$547.96
Trainee Driver (Qualified Second Person)	Means a Trainee Driver who has successfully completed all necessary training evaluation and is authorised as proficient to perform required locomotive duties.	\$792.00	\$334.40	\$1126.40
Locomotive Driver	Means a Driver who is appointed to perform driving and other duties on the company's train network.	\$922.20	\$473.60	\$1395.80
Locomotive Driver (Casual)		34.90 (hourly rate)	4.62 per hour	\$39.52 (inclusive of 20% casual loading)
Driver Trainer	Means a driver who conducts directed or instructs on the job training for Trainee Drivers and Locomotive Drivers.	\$1041.60	\$473.60	\$1515.20
Special Class Instructor Driver Driver Specialist/ Team Leader	<p>Means a Locomotive Driver who is appointed or seconded to be responsible for determining the train operating strategies for all types of trains on specified corridors, conducting classroom or simulator instructional duties, for evaluating and qualifying Trainee Drivers to Locomotive Driver, and for the general coordination and monitoring of on the job training for Trainee Drivers and Locomotive Drivers. Additionally, the Special Class Instructor Driver shall assist in development of simulation/training exercises utilising locomotive data monitoring equipment and carry out check rides as and when required.</p> <p>Further, they shall be responsible for establishing, maintaining and monitoring train operating standards ensuring that training of Train Crews meet the operating criteria for Pacific National as per the agreed Position Description</p>	\$1216.60	\$339.60 NB: Where an Employee engaged in this classification is required to perform such duties on weekends, the Employee shall be entitled to 1/5th of the difference between the SCID Aggregate Allowance and the Aggregate Allowance of a Train Driver. Should an Employee commence to perform on a regular and	\$1556.20

			systematic basis, such Employee shall be entitled to receive the Aggregate Allowance of a Driver Trainer.	
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19.2 Freight Operations Employee ("FOE")

Classification	Definition	Wage Rates
On Job Trainer (OJT)	An Employee who is qualified to perform training and on job assessments including train examination and shunting.	\$1382.80
Team Leader	Will undertake a team leader function but will not be recognised as Senior Officer.	\$1069.80
FOE 4	Performs train examination, shunting and second person duties in addition to a multi function team leader role.	\$926.70
FOE 3	Perform shunting and second person duties, safe working, oxy welding, and train examination.	\$844.10
FOE 2	Perform one of the following combinations: shunting and second person duties, safe working, train examination, oxy welding.	\$819.00
FOE 1	Perform train examination or shunting.	\$696.08
FOE Trainee	Entry level.	\$628.95

19.3 Clerical/Administrative Staff

Classification	Wage Rates \$PA	
	Division 1	Division 2
Clerk Class 1	\$29861	\$31307
Clerk Class 2	\$37929	\$38901
Clerk Class 3	\$40847	\$41381
Clerk Class 4	\$42839	\$44068
Clerk Class 5	\$45621	\$46555
Clerk Class 6	\$48013	\$49147

An Employee's classification will be specified in the Employee's Position Description.

19.4 Senior Officers

Employees who are engaged in this classification shall have a salary range from \$49148 to \$77490

per annum.

Those Employees who earn more than \$77490 will be given the opportunity to be employed on the basis of a TCE individual contract and paid on a monthly basis.

20 Allowances

- 20.1 In addition to the rates referred to in clause 19 above, the following shall be paid to Employees who are qualified and authorised by management to fulfil such designated roles. These allowances will be adjusted in accordance with the method set out below:

20.2 Train Crew

Allowance	Rate \$ (as at 1 January 2007)	Adjustment Method
Accommodation Allowance	\$74.90	All expense related allowances will be adjusted as per the CPI Fast Food index for meals for the previous 12 months (September quarter) adjusted the first complete pay period commencing on or after January 1 each year (rounded up to nearest 5 cents).
Travelling and Incidental Expenses	T&I Bed - \$74.90 T&I Breakfast - \$16.05 T&I Lunch - \$16.05 T&I Dinner – S\$23.30 Daily rate of T&I - \$130.30 [this rate shall be paid in circumstances where train crew would otherwise be entitled to an allowance with respect to breakfast, lunch and dinner] T&I Rest Meals - \$18.40	
Meal / Wasted Allowance – Overtime	\$7.10 per meal	
Driver Only Allowance	\$2.75 per hour	See note 1
Driver Only Fuel Point Allowance	\$5.59 per hour	
Fuel Point Allowance	\$2.84 per hour	
Non Train Crew Allowance	Rate \$ (as at 1 January 2007)	Adjustment Method
Shift Allowance (early/afternoon)	10% of base	
Shift Allowance (night)	11% of base	
First Aid	\$0.25 Per hour	See note 1
Travelling and Incidental Expenses	T&I Bed - \$74.90 T&I Breakfast - \$16.05 T&I Lunch - \$16.05	All expense related allowances will be adjusted as per the CPI Fast Food index for meals for the previous 12 months (September quarter) adjusted the first complete pay period

	T&I Dinner –\$23.30 Daily rate of T&I - \$130.30 T&I Rest Meals - \$18.40	commencing on or after January 1 each year (rounded up to nearest 5 cents).
Meal Allowance	\$7.10 per meal	

Note: 1 all non expense related allowances shall be increased in accordance with clause 27 of this Agreement.

21 First Aid Allowance

- 21.1 Where PN requires Employees to perform first aid duties such Employees shall receive an allowance as set out in clause 20.3.

22 Fuel Point Allowance

- 22.1 Where Employees are rostered on a dedicated local fuel point shift they will be entitled to an allowance for each shift rostered as set out in clause 20.2.

23 Disruption to Work Allowance.

- 23.1 Subject to clause 20.2 and/or 20.3 , an allowance shall be payable to specified staff who are required to perform their normal duties under abnormal conditions as a result of an approved and particular project for the renovating / restoring / throughout Pacific National's operations and being undertaken at their place of work. and such staff cannot upgrading / reconstructing of buildings (including workshops and running sheds) be relocated from such areas of work.
- 23.2 In cases where staff cannot be relocated and are required to perform their normal duties in an existing office / building (including workshops and running sheds) undergoing major structural or internal alterations, for not less than two hours on a shift, such Employees shall be paid an allowance of \$0.60 cents per hours for each and every hour worked in those circumstances.
- 23.3 For the purpose of this clause abnormal conditions occur when staff encounter excessive notice, dust and/or disruptive inconvenience caused by the use of power tools and equipment used during the construction activities.
- 23.4 The manager authorising such payment shall be required to certify that the building alterations and renovations are such as to constitute changes in the work environment to the extent that they amount to a significant net addition to the work requirements of the officers / Employees concerned.

24 Higher Classification Duties

- 24.1 An Employee who is requested to work at a level which attracts a higher rate of pay than his / her ordinary grade or level, shall be paid the rate applicable to such work for the time so engaged.
- 24.2 Where the work is for a period of two hours or more, the payment shall be for the rostered shift.
- 24.3 No restrictions shall be placed on the allocation of work on either a higher or lower grade or level to an Employee where circumstances require; provided that Pacific National is satisfied the Employee is capable, trained or qualified to perform the work allocated.

25 Superannuation

- 25.1 For Employees who were employed by Freight Australia immediately prior to the commencement of their employment with Pacific National, and who have continued to have superannuation paid to the following funds, Pacific National shall continue to be a participating member of the following funds :
- (a) The Revised Scheme;
 - (b) the New Scheme;
 - (c) The Transport Scheme;
- being funds administered by the Emergency Services and State Super (ESSS).
- 25.2 For all other Employees, Pacific National will continue to be a participating member of Vic Super or will contribute to another complying fund nominated by the Employee.
- 25.3 In the event an Employee does not nominate a fund, the default fund shall be Vic Super.
- 25.4 Pacific National will not be liable for:
- (a) Any payment in addition to remuneration outlined in this Agreement if the law changes;
 - (b) Financial advice to Employees in relation to salary sacrificed arrangements; and
 - (c) Any costs or losses associated with salary sacrifice arrangements.

26 Salary Sacrifice

- 26.1 Employees may elect to have part of their pre-tax earnings paid into superannuation. The principle is that Employees will continue to receive whatever their fortnightly pre-tax earnings would be under this Agreement less the nominated superannuation contribution.
- 26.2 This fixed amount can only be varied twice in each 12 month period.
- 26.3 The Employee will bear the cost of any tax or surcharge resulting from contributions under this clause. Pacific National will not pay additional employer superannuation contributions as a result of a decision of an Employee to make an election under this clause.
- 26.4 Pacific National will continue to contribute the earnings required by clause 19 and/or the Superannuation Guarantee (Administration) Act 1992, as varied from time to time, or other relevant legislation on the basis of the Employee's ordinary time earnings before the salary sacrifice is deducted.
- 26.5 The wage/salary deduction will continue to be made during a period of paid leave and the Employee will receive the rate of pay specified in this Agreement less the wage / salary sacrifice.

27 Pay increases

The Employees covered by this Agreement shall receive the following increase from the first pay period commencing on or after:

- (a) **1 January 2007**, 4%.
- (b) **1 January 2008**, 5%.
- (c) **1 January 2009**, 5%
- (d) **1 January 2010** 5%

In addition to the rates set out above, a further 1% may be available to be paid during the life of this Agreement in circumstances where Productivity Off Sets have been identified and agreed by the Parties as such. Where such Productivity Off Sets have been agreed, the parties shall discuss what value should be attributed to the off sets. Once such agreement has been reached, the increase, as

agreed, will be paid in the first pay period on or after the implementation of the Productivity Off Sets.

28 Payment of wages

Employees shall be paid by electronic funds transfer (EFT) on a fortnightly basis in arrears. Where off roster overtime payments are due they will be paid in the current pay period, excess hours will be paid at the end of a duty cycle.

29 Emergency Work

- 29.1 Emergency work occurs where an FOE involved in work where the execution of which is affected by some condition which is brought into existence by an event of circumstances which occurs or arises unexpectedly, and which has consequences which can be obviated, controlled or remedied only by urgent and immediate action; and which imposes upon those engaged in the execution of the work some appreciable handicap or some appreciable strain which would not be present or operative were such work being executed under normal working conditions.
- 29.2 A FOE engaged in the work specified in clause 29.1 above shall be paid 25% in addition to the ordinary time or overtime rate, as the case may be, up to a maximum of double time.

HOURS OF WORK

30 Ordinary Hours – Train Crew

30.1 Ordinary Hours

- (a) The ordinary hours of work, for a full-time Employee, are Two Thousand and Eighty, (2080) hours per annum. This is equivalent of fifty-two (52) weeks at thirty-eight (38) ordinary hours and two additional hours per week which the Employees consider reasonable. The annual ordinary hours are made up as follows:
 - (i) Two Thousand and Eighty (2080) hours, which includes two hundred (200) hours of annual leave.
- (b) Where an Employee is rostered to work on a public holiday they are required to attend for work and undertake activities as rostered.
- (c) In addition to the ordinary hours specified above, Employees may be required to work reasonable additional hours as provided for in this Agreement.
- (d) An Employee may be required to work reasonable overtime for payment of overtime penalty rates..
- (e) An Employee may decline to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:
 - (i) Any risk to Employee health and safety that might reasonably be expected to arise if the Employee worked the additional hours;
 - (ii) The Employee's personal circumstances, (including any family responsibilities);
 - (iii) The operational requirements of Pacific National in relation to which the Employee is required or requested to work the additional hours;
 - (iv) Any notice given by Pacific National of the requirement or request that the Employee work the overtime;
 - (v) Any notice given by the Employee of the Employee's intention to refuse to work the overtime;
 - (vi) Whether any of the additional hours are on a public holiday;
 - (vii) The Employee's hours of work over the for weeks ending immediately before the Employee is required or requested to work the additional hours; and
 - (viii) Any other relevant matter.

31 Overtime – Train Crew

Train Crew shall receive payment for working overtime as set out in Appendix 1

32 Ordinary Hours – Non Train Crew

32.1 Management of Annual Ordinary Hours

- (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. Pacific National may also develop rosters in consultation with the roster development committee (or where there is no roster development committee,

consultation will occur in accordance with Clause 45) where average hours exceed 38 per week. Where this is the case, overtime payments will be made in accordance with provisions outlined in clause 33 below.

32.2 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 cycles) 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.
- (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 by mutual agreement between the Employee and Pacific National.

33 Overtime – Non Train Crew

33.1 Overtime

- (a) Overtime is defined as:
 - (i) Total rostered hours worked in excess of the average of 38 per week over the roster cycle, referred to in 32.1 (b); or
 - (ii) Hours worked in excess of those in the ordinary rostered shift length; or
 - (iii) Hours worked on an ORD.
- (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

34 Rostering Provisions Non Train Crew

34.1 Pacific National will develop and modify rosters consistent with operational requirements.

34.2 Rosters will take into account Pacific National's business and commercial requirements, Employee needs and occupational health and safety requirements, including fatigue management principles.

34.3 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:
 - (i) 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 45;
 - (ii) Family, social and work commitments;
 - (iii) Fatigue obligations;
 - (iv) Maintenance of qualifications;
 - (v) Relevant conditions of employment;
 - (vi) Duty of care obligations;

- (vii) Optimal staff productivity; and
- (viii) Fair working for the Employees.

LEAVE ENTITLEMENTS

35 Accrual of annual leave

- (a) Train Crew are entitled to five (5) weeks of annual leave (200 hours) for each year of Continuous Service.
- (b) Day Workers are entitled to four (4) weeks of annual leave (152 hours) for each year of Continuous Service.

35.2 Annual leave will accrue on a pro rata basis from commencement of employment.

35.3 Annual leave is inclusive of any public holidays that occur during the period of annual leave.

35.4 Untaken annual leave accrues from year to year without limitation.

35.5 Annual leave loading

- (a) For Train Crew, annual leave loading has been included in the **aggregate allowance**.
- (b) For other Employees annual leave loading is to be paid for each hour of annual leave taken.

35.6 Taking of Leave

- (a) Annual leave should be taken in the year following its accrual. Pacific National will develop rosters for this to happen.
 - (b) Where an Employee believes that special circumstances exist, they may apply to their manager to defer the taking of their annual leave for up to twelve (12) months.
 - (c) 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. With respect to Train Crew Employees, the blocks referred to above will be established on a Sunday to Saturday basis.
 - (d) Where a Train Crew Employee's working shift either finishes or commences during a period of annual leave, that portion of the annual leave which the Employee is required to work shall be credited to the Employee's accrued annual leave hours.
- 35.7 Annual leave shall be taken and payment shall not be made or accepted in lieu of such annual leave except upon termination of employment.
- 35.8 Approved annual leave taken whilst on an aggregate wage will be paid at the aggregate rate.
- 35.9 Subject to clause 35.5(a), annual leave paid upon termination of employment is to be paid at the Aggregate Rate but only for existing Employees who are employed by Pacific National, under the terms of this Agreement, at the time the Agreement is approved by the Workplace Authority.
- 35.10 An Employee who becomes ill while on annual leave may have the annual leave re-credited and applied as personal / carer's leave provided that the Employee can verify that the Employee was incapacitated through illness to such an extent as would render him / her incapable of performing any duty for a specified number of days amounting to at least one week in a continuous period during currency of the period of annual leave.
- 35.11 The parties acknowledge that if in a particular respect The Standard provides a more favourable outcome for Employees than the entitlements in this clause, then The Standard prevails.

36 Paid Personal / Carer's Leave

36.1 Accrual of personal / carer's leave

- (a) Train Crew will receive the following entitlement to personal / carer's leave in accordance with the following table:

		(days)	(hours)
(i)	On completion of 4 weeks service	3	24
(ii)	On completion of 8 weeks service an additional	3	24
(iii)	On completion of 12 weeks service an additional in respect of the first year of service	4	32
(iv)	On completion of 52 weeks service an additional	5	40

After the completion of the first year of service, leave will accrue every 2 weeks and be credited to a total of 15 days (120 hours) in respect of each subsequent year of service.

- (b) Other Employees will receive the following entitlement to personal / carer's leave in accordance with the following table:

		(days)	(hours)
(i)	On completion of 4 weeks service	3	22.8
(ii)	On completion of 8 weeks service an additional	3	22.8
(iii)	On completion of 12 weeks service an additional in respect of the first year of service	4	30.4
(iv)	On completion of 52 weeks service an additional	5	38

After the completion of the first year of service, leave will accrue every 2 weeks and be credited to a total of 15 days (114 hours) in respect of each subsequent year of service.

- (c) Any unused personal / carer's leave accrues from year to year without limitation.

36.2 Payment for personal / carer's leave

- (a) All payments for personal / carer's leave will be based on the following:

- (i) Train Crew –
- (A) where the Employee has a doctor's certificate, 100% of the Aggregate Rate;
 - (B) where an Employee does not provide a doctors certificate, and the provision of such a certificate would be reasonably practicable, - at the Base Rate.
- (ii) All other Employees – all leave is paid at the Ordinary Rate of Pay.

36.3 Paid Carer's leave

Where approved, Employees may access up to 76 hours (or in the case of Train Crew, 80 hours) of their personal / carer's leave each calendar year in order to provide short term assistance to ill members of their immediate family, where the family member requires their direct support and/or care. The immediate family includes the Employee's spouse, as well as the child, parent, grandparent, grandchild or sibling of the Employee or their spouse.

- 36.4 An Employee shall not be entitled to paid personal / carer's leave for any period in respect of which they are entitled to accident pay or workers' compensation

- 36.5 An Employee shall not be entitled to paid personal / carer's leave in respect of other than ordinary hours of work.

- 36.6 An Employee shall, as soon as reasonably practicable inform Pacific National of his/her inability to attend for work and, as far as practicable, state the estimated duration of absence. Such notification should be reasonably attempted to be given prior to the Employee's shift commencement time for work.
- 36.7 An Employee must advise Pacific National of his/her intention to resume work as soon as he/she becomes aware of his/her ability to do so but by no later than 14:00 hours that day.
- 36.8 Where personal / carer's leave:
- (a) Exceeds three working days; or
 - (b) Is taken on any public holiday on which the Employee was rostered for work
- a medical certificate from a registered health practitioner will be provided where it is reasonably practicable to do so. If it is not reasonably practicable for the Employee to provide a medical certificate, a statutory declaration made by the Employee will be provided.
- 36.9 If a manager doubts whether absences are due to genuine illness or injury, Employees may be required to provide medical certificates for every personal / carer's leave absence within a defined period of up to twelve (12) months.
- 36.10 If considered necessary by Pacific National an Employee will be required to attend a medical examination by a medical practitioner nominated by Pacific National, in respect of the illness or injury. Pacific National will roster on duty and meet the cost of the consultation and any approved travelling costs.
- 36.11 Where an Employee has no reasonable prospect of returning to perform the position they were 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.
- 36.12 Where medical termination is progressed, the Employee will take their accumulated personal / carer's leave entitlement before the medical termination takes effect. Personal / carer's leave does not accrue from the date the medical termination is approved. This provision does not apply to Employees on worker's compensation, as they are not entitled to take accumulated personal / carer's leave before medical termination.
- 36.13 The parties acknowledge that if in a particular respect The Standard provides a more favourable outcome for Employees than the entitlements in this clause, then The Standard prevails.

37 Unpaid Carer's Leave

- 37.1 The entitlement to unpaid carer's leave will be in accordance with The Standard.
- 37.2 An Employee (including a casual Employee) is entitled to a period of up to two (2) days unpaid carer's leave for each occasion when a member of the Employee's immediate family, or a member of the Employee's household, requires care or support during such a period because of:
- (a) A personal illness, or injury, of the member; or
 - (b) An unexpected emergency affecting the member.
- 37.3 Unpaid carer's leave may be taken in a single unbroken period of up to two (2) days or in any separate periods as agreed between the Employee and Pacific National.
- 37.4 An Employee is only entitled to unpaid carer's leave if the appropriate documentation and notice is provided as outlined in The Standard.
- 37.5 Unpaid carer's leave is only available where an Employee has exhausted their entitlement to paid carer's leave or, as with a casual Employee, has no entitlement to paid carer's leave.
- 37.6 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.

- 37.7 If the care or support required is because of a personal illness, or injury, a medical certificate from a registered health practitioner will be provided by the Employee where it is reasonably practicable to do so. If it is not reasonably practicable for the Employee to provide a medical certificate, a statutory declaration made by the Employee will be provided which includes a statement to the effect that the Employee requires (or required) leave during the period to provide care or support to the member of their household because the member requires (or required) care or support during the period because of :
- (a) A personal illness, or injury, of the member; or
 - (b) An unexpected emergency affecting the member.
- 37.8 The parties acknowledge that if in a particular respect The Standard provides a more favourable outcome for Employees than the entitlements in this clause, The Standard prevails.

38 Compassionate Leave

- 38.1 Compassionate leave, as described in The Standard, means paid leave taken by an Employee for the purposes of spending time with a person who:
- (a) Is a member of the Employee's immediate family or a member of the Employee's household; and
 - (b) Has a personal illness, or injury, that poses a serious threat to his or her life;
 - (c) After the death of a member of the Employee's immediate family or a member of the Employee's household.
- 38.2 Paid leave of up to three (3) calendar days will be provided to an Employee, for each permissible occasion, as prescribed in The Standard, when a member of the Employee's immediate family or a member of the Employee's household:
- (a) Contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (b) Sustains a personal injury that poses a serious threat to his or her life; or
 - (c) Dies.
- 38.3 A family member is defined as:
- (a) A spouse or de facto spouse or partner or former spouse;
 - (b) A child, including foster, step or adopted children of either the Employee or their spouse;
 - (c) A parent, including foster parent or legal guardian of either the Employee or their spouse;
 - (d) A grandparent or grandchildren of either the Employee or their spouse;
 - (e) Brothers and sisters, of either the Employee or their spouse.
- 38.4 When making application for compassionate leave, the Employee must provide evidence of the death, illness or injury and their family relationship with the deceased.
- 38.5 Compassionate leave is paid at the Base Rate excepting Train Crews where such leave shall be a paid at the base plus the Aggregate Rate.

39 Parental Leave

39.1 Maternity Leave

- (a) An Employee who has completed twelve months service by the date of commencement of maternity leave is entitled to be granted maternity leave with pay for a total period of twelve weeks upon production of a certificate from a legally qualified medical practitioner stating that she is pregnant and specifying the date of the expected birth.
- (b) Subject to clause 39.1(d), an Employee may start a continuous period of leave to which she is entitled at any time within six weeks before the expected date of birth of the child.

- (c) A continuous period of leave must include a period of leave of at least six weeks starting from the date of the birth of the child.
- (d) If the Employee continues to work during the period of six weeks before the expected date of birth, Pacific National may ask the Employee to provide a medical certificate from a medical practitioner, consistent with the obligations outlined in The Standard.
- (e) Where the pregnancy of an Employee terminates earlier than twenty weeks prior to the expected date of delivery there is no entitlement to paid maternity leave.
- (f) Employees may be granted additional leave after the period of maternity leave has expired as a deduction from other leave credits and / or leave without pay.
- (g) The maximum leave granted both paid and unpaid (including the period of maternity leave) should not exceed 52 weeks.
- (h) Payment in respect of maternity leave should not be made in advance, but paid in accordance with normal arrangements for payment of salary.
- (i) In all other respects, maternity leave will be taken in accordance with The Standard. The parties acknowledge that if in a particular respect The Standard provides a more favourable outcome for the Employees than the entitlements in this clause, then The Standard prevails.

39.2 Paternity Leave

- (a) An Employee who has completed twelve months service at the date of birth of a child and who makes a statutory declaration that he is the father of, or has accepted responsibility for the care of a child, may be granted paternity leave with pay for a period not exceeding one week, or for periods that in the aggregate do not exceed one week, provided that such leave shall commence not more than:
 - (i) one week prior to the expected date of birth of the child, or
 - (ii) five weeks after the birth of the child (this means the leave should be completed not later than six weeks after the birth).
- (b) In cases of still birth, paid paternity leave may be granted subject to the production of substantiating medical evidence but not in cases where the pregnancy terminates earlier than twenty weeks prior to the expected date of delivery.
- (c) Employees may also apply to be granted unpaid paternity leave on the proviso that the Employee will be the primary care giver for the child during the period concerned and that they will not be having time off with a spouse or de facto spouse who is on maternity leave. The maximum period of leave granted both paid and unpaid paternity leave should not exceed 52 weeks.
- (d) In all other respects, paternity leave will be taken in accordance with The Standard. The parties acknowledge that if in a particular respect The Standard provides a more favourable outcome for the Employees than the entitlements in this clause, then The Standard prevails

39.3 Adoption Leave

- (a) An Employee who has completed twelve months continuous service immediately before the first day on which the adoption leave is, or is to be taken shall be entitled to adoption leave in accordance with this clause.
- (b) Adoption leave will be for a maximum period of fifty-two (52) weeks unpaid leave. Where paid forms of leave, i.e., annual leave, long service leave are taken in conjunction with adoption leave, the total duration of leave cannot exceed fifty-two weeks.
- (c) The leave is subject to the Employee providing a statutory declaration stating
 - (i) They are taking the adoption leave to become the primary care-giver of an adopted child;
 - (ii) Particulars of any period of adoption leave taken by their spouse; and

- (iii) That during the period of leave being sought, they will not engage in any conduct that breaches or is inconsistent with their contract of employment with Pacific National.
- (d) Adoption leave will be taken in accordance with The Standard. The parties acknowledge that if in a particular respect The Standard provides a more favourable outcome for Employees than the entitlements in this clause, then The Standard Prevails.

40 Long Service Leave

- 40.1 An Employee is entitled to 13 weeks long service leave with pay after the completion of 10 years continuous service.
- 40.2 Additional entitlements accrue at the rate of 1.3 weeks for every additional year of service.
- 40.3 An Employee whilst taking a period of Long Service Leave shall have such leave paid at the Aggregate Rate.
- 40.4 In cases where an Employee retires on account of age or ill health, dies or is terminated on the grounds of redundancy, entitlement to long service leave is subject to a minimum of four years completed continuous service and is computed on the basis of 1.3 weeks leave for each completed year of service.
- 40.5 Where an Employee with more than seven years continuous service but fewer than ten, resigns or is dismissed for disciplinary reasons, other than for serious misconduct or the Employee terminates their employment unlawfully, the Employee shall be entitled to a pro rata long service leave payment calculated at 1.3 weeks for every completed year of service.
- 40.6 In calculating the period of service for long service leave purposes any continuous period of leave of absence without pay for one month or more is to be excluded.
- 40.7 On request from an Employee, the whole or any part of due long service leave may be taken at half pay for a period equal to twice the whole or part of the period to which the Employee is entitled.
- 40.8 For the purposes of this subclause, half pay means pay computed at half the rate that would have been received had the leave been granted at full pay.
- 40.9 Approval to take long service leave will be generally given only when service to our customers is not affected or excessive overtime is not required to be worked to cover the absence.
- 40.10 Other than as provided for in this Agreement and for the avoidance of doubt, this clause 40 shall be operative to the total exclusion of any other state or territory legislation or provision of an industrial instrument purporting to deal with an Employee's entitlement, accrual or process to long service leave.
- 40.11 For the purposes of this clause the Long Service Leave entitlement, upon termination, shall be calculated using the Base Rate.
- 40.12 Notwithstanding clause 40.11, any Employee employed by Pacific National prior to 1 January 2007 and continues to be employed at the time this Agreement is approved shall have any accrued long service leave paid upon termination at the Aggregate Rate.

41 Public Holidays

Train Crew

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

41.2

(a) An Employee, other than a casual employee, who works on one of the following public holidays:

- New Year's Day
- Australia Day
- Labour Day
- Good Friday
- Easter Monday
- Easter Saturday
- Anzac Day
- Christmas Day
- Boxing Day
- Queens Birthday
- Melbourne Cup (Victoria)
- Picnic Day (New South Wales)

shall be entitled to the Public Holiday and payment at 1.8 times the Base Rate for the actual hours worked on the day to be made in the pay fortnight the day is worked.

The Employee's cycle hours shall be reduced accordingly by the number of hours the Employee actually works on the Public Holiday.

- (b) There is no substitution of public holidays for Train Crew. 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 other workers or any changes made as a consequence of Government gazettal notices.
- (c) If an Employee, other than a casual, is rostered to work on one of the listed public holidays, but no work is offering, then a credit will be made towards cycle hours for the hours rostered on that day. No credit will be made where an Employee is not rostered to work on the day.
- (d) An Employee, other than a casual, taking annual leave during a period when a public holiday occurs is deemed to be on leave.

41.3 Additional Days

Where in a state, territory or locality, public holidays are declared or prescribed on days other than those set out in subclause (a) or (b), those days shall constitute additional days for the purpose of this Agreement.

41.4 Employees other than Train Crew or Casuals

(a) Public Holidays falling on Saturday and Sunday

- (i) When Christmas Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on 27 December.
- (ii) When Boxing Day is Saturday or Sunday, a holiday in lieu thereof shall be observed on 28 December.
- (iii) When New Year's Day or Australia Day is Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

(b) Substitute Days

Pacific National may by agreement with an Employee substitute another day for any

prescribed in this clause.

- (c) Employees required to work on a public holiday
 - (i) An Employee who is rostered to work on a public holiday (other than a Sunday shall, in addition to receiving a day's leave of absence, be paid at the rate of time and a half for the time worked. Provided that as an alternative to a day's leave of absence, the Employee may elect to be paid for the day in addition to payment at the rate of time and a half for the time worked.
 - (ii) An Employee who works on a public holiday falling on a Sunday or works on a public holiday that they are not rostered to work shall be paid for the time worked at the rate of double time and a half.
- (d) The provisions outlined in subclause (a) does not apply to Employees who are not available for duty on the holiday except those who are ill for a continuous period not exceeding a week, or where duty is resumed on the first working day after the holiday or those on annual leave or accident leave with pay.
- (e) Pay for one day's leave of absence means an amount equal to a tenth of the ordinary hours of duty per fortnight.

42 Jury Service

- 42.1 A full time Employee required to attend for jury duty during their ordinary working hours shall be reimbursed by Pacific National the amount of wages they would have received in respect of the ordinary time they would have worked had they not been on jury duty. The Employee may retain any payment made by the court.
- 42.2 Where a part time Employee is required to attend for jury duty and such attendance coincides with a day on which the Employee would normally be required to work, payment shall be made to the Employee in accordance with subclause 42.1.
- 42.3 The Employee shall notify Pacific National as soon as possible of the date upon which they are required to attend for jury duty. Further, the Employee shall give Pacific National proof of attendance, the duration of such attendance and the amount received in respect of such jury duty.

43 Trauma Leave

- 43.1 Where Employees are involved in a serious accident or incident or during the course of their work witness a serious accident or incident that results in a serious injury or fatality to another Employee or other parties, the company shall ensure that the Employees are replaced as soon as possible by other suitably qualified Employees.
- 43.2 In these circumstances Employees will be provided with transport to their home or their home base location, as so elected by the Employee and where the incident involves a fatality, Employees will be provided with up to five days paid leave to receive trauma counselling from a Pacific National approved qualified practitioner and shall not be financially disadvantaged as a result.
- 43.3 The entitlement to trauma leave is available for each separate occurrence.

44 Make up Pay

- 44.1 An Employee, upon receiving payment of workers compensation in the terms of the Relevant legislation, and who continues to receive such payment shall be paid accident pay by Pacific National, provided that:
 - (a) Accident pay shall only be payable while the Employee remains in the employment of Pacific National;
 - (b) An Employee on engagement shall be required to declare all workers' compensation claims made by him / her and in the event of false or inaccurate information being

deliberately and knowingly declared Pacific National may require the Employee to forfeit his / her entitlement to accident pay.

- (c) The period or aggregate of periods of accident pay shall be a total of 52 weeks for any one injury.
- (d) Accident pay shall not be paid where any period of other paid leave of absence has been granted.
- (e) In the case of an Employee rostered off on a programmed leisure day / extra day off which falls in a period when he / she is receiving workers' compensation, he / she is not entitled to an alternative day off at a later stage.
- (f) Pacific National shall not dismiss any Employee by reason only of he / she being in receipt of accident pay.
- (g) An Employee off duty and in receipt of accident pay shall continue to receive payments of any higher allowance being paid at the time of the injury for the full period that he / she would have continued to so act.
- (h) An Employee who has submitted a claim for workers' compensation and is absent from duty for more than a week and where it is apparent there may be a delay in the assessment of his / her claim, may be paid sick pay (subject to the availability of credits) pending determination of the claim.
- (i) Accident Pay arises when the wages applicable under this clause are greater than the entitlements under the Relevant legislation. This means that for the 52 week period specified in subclause (c) above, the Employee will receive the greater of the entitlement under the Relevant legislation or the amount as calculated under this clause.
- (j) For the purposes of this clause, "Accident Pay" shall mean the Base Rate of pay which would have been payable under this Agreement plus any appropriate allowances whilst acting in a higher position as outlined in sub-clause (g). Payments for absences of less than one week in duration shall be calculated as a proportion of the weekly rate of pay.
- (k) For the purpose of this clause, "Injury" shall be given the same meaning and application as applying under the Relevant legislation.
- (l) For the purposes of this clause, "Relevant legislation" shall mean the workers' compensation legislation applicable to an individual Employee and Pacific National.

CONSULTATION AND DISPUTE RESOLUTION

45 Consultation

45.1 Preamble

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

- (a) A procedure instituted to provide greater participation by employees in the formulation and implementation of changes;
 - (b) Consultation is aimed at getting employees to suggest or respond to proposals put forward by Pacific National. It provides an opportunity to share points of view or state objections.
- 45.2 Pacific National will consult with its Employee(s) or if the Employee(s) so chooses, their representative, where implementation of significant change is being considered. The consultative provisions are directed toward the development of an atmosphere of inclusion, involvement and mutual trust, particularly between Pacific National and its Employees.
- 45.3 Consultation will take place with affected Employees, or if the Employee(s) so chooses, a representative, which may include a union, at two levels, being:
- (a) at a local workplace level, where changes are not expected to have a broader organisational impact; or

- (b) At an organisational level where changes are being proposed that will impact generally across the organisation or across a significant number of workplaces within a Division and/or function.

45.4 Scope of Consultation

- (a) Pacific National will consult with affected Employees, or if the Employee(s) so chooses, a representative, which may include a union, where the implementation of change will have a significant impact on the Employees. Examples of changes that would fall within the scope of consultation are proposals that may result in fewer positions at a location; changes to the composition and/or size of the workforce; restructuring of positions; alteration of hours of work or rosters; the introduction of new technology; or the need for retraining or transfer of Employees to other work.
- (b) This consultation must involve the Employees, or if the Employee(s) so chooses, a representative, which may include a union.
- (c) Pacific National will provide sufficient information about the proposed changes(s), including the proposed date of implementation of the change, to permit affected Employees, or if the Employee(s) so chooses, a representative, which may include a union, to consult about the nature, reasons and consequences of the proposed changes.
- (d) The consultation, contemplated by this section, is designed to ensure that wherever Pacific National is proposing to make a decision which has a significant effect on Employees, the Employees, or if the Employee(s) so chooses, a representative, which may include a union, will be consulted about the proposal. After consultation has occurred, there may be cases where Pacific National makes a decision which will be notified to the affected employees, or if the employee(s) so chooses, a representative, which may include a union, in writing.

Where affected Employees wish to dispute a decision, they will be addressed under the Dispute Settling Procedure.

45.5 Consultation Frameworks

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

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

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

46 Representatives

- 46.1 The representative may represent and speak on behalf of Employees in the workplace where such Employee(s) request. The workplace representative shall be permitted to perform their representative role without discrimination.
- 46.2 Subject to operational and business requirements, where a representative has been requested by affected Employee(s) to represent their interests, such representatives shall have reasonable time during working hours to:
 - (a) Consult with the Employee(s) they represent about this Agreement and any matters pertaining to the Employee / employer relationship;

- (b) Without limiting the generality of 46.2 above, represent an Employee's interests where they are involved in a termination, disciplinary action, and/or performance management processes.
- 46.3 Representatives must notify their manager prior to undertaking the tasks outlined above and they must not hinder or obstruct employees who are performing their work.
- 46.4 For the purposes of facilitating the role of representatives under this clause and this Agreement, Pacific National shall allow representatives reasonable access to telephone facsimile, photocopying and email services, where they are available, and subject to company policy (which shall not impose unreasonable restriction on the operation of this subclause).

47 Dispute Resolution Procedure

47.1 Introduction

The Consultation provisions in clause 45 of this Agreement are designed to ensure that wherever Pacific National is proposing to make a decision which has a significant effect on Employees, the affected Employees, or if the Employee(s) so chooses, a representative, which may include a union, will be consulted about the proposal. After this consultation has occurred, there may be cases where Pacific National goes on to make a decision which affected Employees wish to formally dispute. In those circumstances, the following process will apply.

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

47.2 The Process

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

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

The direct supervisor will consider the issues raised and will respond to the Employee who lodged the notice within 24 hours. This response may be verbal or in writing, if so requested.

- (b) If the dispute remains unresolved, or if the person who lodges the dispute elects to bypass the step at sub-clause (a) above, it may be referred to the manager once removed and if the Employee(s) affected so request, a representative for discussion.

This discussion must be concluded within 48 hours.

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

These discussions must be completed within 48 hours.

- (d) If the dispute remains unresolved, a "cooling off period" of 48 hours (excluding weekends and public holidays) will occur at this stage of the process. During this period, the parties may continue to have discussions at whichever level they regard as most likely to assist in resolving the dispute. The parties may agree, at this point, to utilise mediation to resolve the dispute.

- (e) During, or at the conclusion of the cooling off period, either party may decide to refer the matter to a mutually acceptable independent mediator or the AIRC for the purpose of conciliation of the dispute. The conciliation must occur as soon as reasonably

practicable.

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

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

- 47.3 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 are to be completed.
- 47.4 Employees may be represented at any stage in the process by a representative of their choosing, which representative may include a union, if the Employee(s) so request.
- 47.5 Nature of work whilst procedure being followed:
- (a) Where the Notice of Dispute is received by Pacific National and the above procedures are being followed, work shall continue in the manner it was being performed immediately before the decision, subject of the dispute, was made.
- Where a change, having significant impact on Employees has been implemented and the consultation procedures outlined in clause 45 of this Agreement have not been followed, work shall continue as it was prior to any changes being made while the Resolution of Disputes Procedure is being followed.

DISCIPLINARY ACTION, TERMINATION OF EMPLOYMENT

48 Disciplinary Action

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

the Dispute Resolution Procedure outlined in clause 47 of this Agreement.

49 Salary Maintenance

49.1 Existing Employees on Salary Maintenance

Pacific National Employees who were on salary maintenance at the time of certification of this Agreement will continue to receive salary maintenance on the same grounds as was provided indefinitely.

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

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

- (a) The Employee will retain the classification they held at the date of lodgement of this Agreement and receive the pay increases applicable under this Agreement.
- (b) If the Employee is promoted during the life of this Agreement, they will be salary maintained on that Aggregate Rate for a period of 12 months (and receive the annual remuneration increases prescribed in clause 27 before reverting to being salary maintained at the level in 49.2(a) above.

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

49.3 New Employees engaged after commencement of this Agreement:

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

- (a) The Employee will receive the Aggregate Rate applicable to their former position for a period of twelve months (and receive the increases prescribed in clause 27 during this period.

At the conclusion of the twelve month period, the Employee will revert to and be paid the applicable Aggregate Rate for the position they are actually occupying.

49.4 Reasonable Alternative Offers

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

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

50 Termination of Employment

- 50.1 In order to terminate the employment of a full time or part time Employee, Pacific National shall give to the Employee the period of notice specified in the table below (this requirement is varied by clause 50.2 in the case of redundancy):

Period of continuous employment	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- 50.2 In addition to the notice in subclause 50.1, an Employee over 45 years of age at the time of the giving of the notice and with not less than 2 years continuous service, is entitled to an additional week of notice.
- 50.3 Payment in lieu of the notice period stipulated in this clause will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the Employee working part of the required period of notice and by Pacific National making payment for the remainder of the period of notice.
- 50.4 In calculating any payment in lieu of notice, the wages an Employee would have received in respect of the Ordinary Time (at Base Rate for Train Crew) they would have worked during the period of notice had their employment not been terminated will be used.
- 50.5 The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies summary dismissal.
- 50.6 Continuous service is defined in clause 9.
- 50.7 The notice of termination required to be given by an Employee is the number of weeks in the Employee's pay cycle (eg, if paid fortnightly, the Employee is required to give two weeks' notice).
- 50.8 If an Employee fails to give the required period of notice, Pacific National has the right to withhold monies due to the Employee to a maximum equal to the Ordinary Rate of pay (at Base Rate for Train Crew) of the period of notice.
- 50.9 Where Pacific National has given notice to an Employee, the Employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the Employee after consultation with Pacific National.

51 Abandonment of Employment

- 51.1 Where an Employee is absent from duty without authorisation or without giving proper notice for a continuous period of more than five rostered days, the Employee will be regarded, prima facie, as having abandoned their employment with Pacific National.
- 51.2 Prior to confirming that an Employee's employment has been terminated under this provision, Pacific National will make reasonable attempts to contact the Employee. If Pacific National can not contact the Employee, Pacific National will write to the Employee's last known address. In the correspondence, Pacific National will outline that it will consider the Employee's employment terminated unless the Employee provides a satisfactory explanation for their absences within five working days of the date of the letter.
- 51.3 Pacific National will confirm that the Employee's employment has terminated with effect from the date of the last attendance at work or the date of the last day's absence with respect to any approved leave or the date of the last absence in respect of which notification

was given by the Employee.

52 Redundancy

52.1 Definitions

For the purposes of this clause, the following definitions apply:

- (a) "Redundancy" – A redundancy occurs when Pacific National decides it no longer wishes the job the Employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.
- (b) "Week's pay" means the Ordinary Rate of pay (Base Rate for Train Crew) for the Employee concerned.
- (c) "Suitable alternative employment" means employment with Pacific National or any other employer, on the same, equivalent or better terms and conditions than the Employee enjoyed with Pacific National with recognition of:
 - (i) The Employee's accrued and unused leave entitlements; and
 - (ii) Prior service with Pacific National and any of its predecessors if that prior service was recognised by Pacific National for the calculation of entitlements.

52.2 Where Pacific National decides that it no longer requires the job an Employee has been done to be done by anyone, Pacific National:

- (a) Shall undertake consultation, as outlined in clause 45 of this Agreement;
- (b) Shall explore opportunities for suitable alternative employment;
- (c) May call for expressions of interest in suitable alternative employment and/or voluntary redundancy, where appropriate, from other Employees.
- (d) Notwithstanding that it might call for expressions of interest or explore options for suitable alternative employment or for voluntary redundancy, Pacific National has the right to accept or reject expressions of interest from individual Employees. Any expression of interest from an Employee for voluntary redundancy will be used as one of the elements considered and assessed in conjunction with the broader selection criteria outlined in subclause 52.3 below; and
- (e) May make offers to Employees for suitable alternative employment, voluntary redundancy and/or initiate involuntary redundancy, as appropriate, following consideration of all of the criteria outlined in sub-clause 52.3 below.

52.3 Where it is necessary to apply redundancies to a number of Employees within a larger group, selections will be made by Pacific National having regard to the following selection criteria:

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

52.4 Except as provided in subclause 52.5, an Employee whose employment is terminated by reason of redundancy must be given four (4) weeks' notice of the termination of his/her employment, or payment in lieu.

52.5 An Employee who is

- (a) Over 45 years of age at the time of the giving of notice; and
- (b) Has over 2 years of completed service, and

(c) Whose employment is terminated by reason of redundancy;

Must be given five (5) weeks' notice of the termination of his/her employment, or payment in lieu.

52.6 Severance payments shall be calculated on the Employee's Ordinary Rate (Base Rate for Train Crew) at the time of termination and shall be paid on a pro rata basis for part years of service.

52.7 The rate of payment for former Employees of the Public Transport Corporation of Victoria shall be as follows:

(a) Two (2) weeks' pay for each year of service from the date of commencement with the Public Transport Corporation of Victoria until 1 May 1999, up to a maximum of 20 weeks' pay; and

(b) Three (3) weeks' pay for each year of service from 1 May 1999 up to a maximum of 15 weeks' pay.

52.8 For all other Employees the amount of severance payment shall be in accordance with the following table:

52.9

Period of continuous employment	Severance Pay
Less than 1 year	Nil
1 year and up to the completion of 2 years	3 weeks' pay
2 years and up to the completion of 3 years	6 weeks' pay
3 years and up to the completion of 4 years	9 weeks' pay
4 years and up to the completion of 5 years	12 weeks' pay
5 years and over	15 weeks' pay

52.10 Any Employee with more than four (4) years of continuous service is entitled to receive a payment in lieu of long service leave on a pro rata basis.

52.11 Severance payments are not to exceed the earnings if the Employee had proceeded to retirement. Provided that the severance payments shall not exceed the amount which the Employee would have earned if employment with Pacific National had proceeded to the Employee's normal retirement date.

52.12 An Employee whose employment is terminated by reason of redundancy may terminate his/her employment during the period of notice, and, if so, will be entitled to the same benefits and payments under this clause as if he/she had remained with Pacific National until the expiry of such notice. However, in this circumstance the Employee will not be entitled to payment in lieu if Pacific National requires the Employee to work out the notice period.

52.13 With respect to the finding of suitable alternative employment, the onus lies with Pacific National to find such employment for an Employee who is otherwise entitled to severance pay under this clause.

52.14 If an Employee has been offered "suitable alternative employment" as defined in subclause 52.1(c) the Employee will have no entitlement to severance pay under this clause.

52.15 If an Employee claims that a position offered to him/her is not "suitable alternative employment", he/she may notify Pacific National of a dispute under the dispute settling procedure outlined in clause 47.

52.16 During the period of the notice of termination given by Pacific National, an Employee shall be allowed up to one days time off without loss of pay during each week of notice for the purpose of seeking other employment.

52.17 If the Employee has been allowed paid leave for more than one day during the notice period

for the purpose of seeking other employment, the Employee may at the request of Pacific National be required to produce proof of attendance at an interview or he / she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

52.18 This clause shall not apply in the case of the termination of the employment of an Employee for conduct that justifies summary dismissal.

53 Transmission of Business

53.1 The parties acknowledge that Part 11 – Transmission of Business Rules, of the Act, sets out the legislative framework with respect to how this Agreement will bind a successor, assignee or transmittee of Pacific National's business.

53.2 Where a business is transmitted from Pacific National to another employer, as contemplated by the Act (in this clause called the "Transmittee") and an Employee who:

- (a) At the time of such transmission was an Employee of Pacific National in the business transmitted; and
- (b) Was covered by the provisions of this Enterprise Agreement; and
- (c) Who immediately becomes an Employee of the transmittee;

Then where:

- (d) The Employee's service and accrued and unused leave entitlements with Pacific National are assumed by the transmittee; and
- (e) The Employee is offered employment on terms and conditions no less favourable than the Employee currently enjoys;

The Employee will not be entitled to payment on account of any leave, severance, redundancy, period of notice or any other entitlement on termination of their employment with Pacific National.

SAFETY HEALTH AND ENVIRONMENT

54 Health and Safety

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

54.2 Pacific National must take all practical and reasonable measures to ensure the health, safety and welfare of all Employees, as well as ensuring a safe and healthy work environment. Pacific National will also monitor and seek to improve systems and processes to ensure that both its statutory obligations and the objectives of this Agreement are met.

54.3 Employees must ensure that they perform their jobs safely with a duty of care to themselves and to other Employees.

54.4 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.

54.5 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.

55 Uniforms, Protective Clothing and Equipment

- 55.1 Pacific National will provide Employees in operational positions with appropriate uniforms, and where required, protective clothing or equipment.
- 55.2 Where a uniform, protective clothing or equipment is provided, it must be correctly worn and utilised while the Employee is on duty.
- 55.3 Employees will take reasonable care of uniforms, protective clothing and equipment which will remain, at all times the property of Pacific National. Worn or defective items of uniform protective clothing or equipment must be reported to the applicable supervising office.
- 55.4 Pacific National will replace uniforms protective clothing and equipment on a “fair wear and tear” basis.
- 55.5 If Pacific National intends to make significant changes to uniforms and / or protective clothing and equipment, it will undertake consultation in accordance with this Agreement.

MISCELLANEOUS

56 Stand Down

- 56.1 Notwithstanding anything expressed or implied in any other provision of this Agreement, Pacific National may deduct payment for any time during which Employees cannot be usefully employed in the classes or grades of work in which those Employees are usually employed, because of any strike or lockout by any persons whomsoever, or any other cause whatsoever for which the employer cannot justly be held responsible, subject to the following conditions:
 - (a) When Pacific National proposes to exercise the right conferred by this clause, it shall notify Employees affected. During the period such notification remains in force the Employees affected shall be deemed to be stood down.
 - (b) Employees who are thus stood down shall be treated for all purposes, other than payment of wages, as otherwise having continuity of service and employment.
 - (c) Employees who are thus stood down may at any time during the period they are stood down, terminate their employment without notice and shall be entitled to receive as soon as practicable, all wages and other payments to which they are entitled up to the time of termination.
 - (d) Employees whose employment is terminated under (c) shall for all purposes, other than payment in lieu of notice, be treated as if their employment had been terminated by Pacific National without default of the Employee.
 - (e) Employees who are thus stood down shall be at liberty to take other employment and, in such event, it shall be a reasonable excuse for not reporting for duty after being notified that they are required to attend for work with Pacific National that they are working out a period of notice not exceeding one week which they are required to give in such other employment. In such instances, the Employees shall, if required by the employer, furnish a statutory declaration setting out details of such other employment.
 - (f) Employees whom Pacific National proposes to stand down shall be entitled to take any annual leave and accrued days to which they are entitled or which is accruing to them.
 - (g) Pacific National shall not be entitled to deduct payment for any public holiday which occurs during the period on which Employees are stood down and for which payment would be due in the ordinary course, except to the extent that Employees have become entitled to payment for the public holiday in other employment. Employees claiming

payment for a public holiday shall, if required by Pacific National, provide a statutory declaration setting out details of other employment during this period and the remuneration received there from.

57 Home Base and Sign-On/Sign Off Provision

- 57.1 Upon commencing employment, an employee shall be allocated a sign on/sign off point at which he/she shall commence and finish a shift. This point shall be located within a depot, terminal or office (referred to as the "home depot") where the employee shall report in order to commence and complete a shift.
- 57.2 For the purposes of this clause the home depot for employees employed by Pacific National at the time of the lodgement of this Agreement with the OEA shall be that depot, terminal or office where they generally commence and finish work.
- 57.3 Each sign-on/sign-off point must contain the following:
- (a) Secure car parking;
 - (b) Amenities including a meal room (to include at least a refrigerator, toaster, cooker or microwave, kettle, and drinkable water), secure lockers, showers, toilets, air conditioning and heating;
 - (c) Communications such as telephones or radios or emails;
 - (d) Operational documentation;
 - (e) Provision for the transport of any safety or maintenance equipment; and
 - (f) Notice Board
- 57.4 Payment for use of employees own motor vehicle and travel:
- (a) Where an employee agrees to use his/her own vehicle to travel to another sign on/sign off point, the employee shall be reimbursed for additional expense associated with any extra distance from the employee's usual residence to their usual home base (*eg. usual commute 7 kilometres, commute to new sign-on/sign-off point 12 kilometres – reimbursement for 5 kilometres extra distance*).
 - (b) In the case of a motor vehicle the cost reimbursed shall be at the rate per kilometre for their vehicle size that is specified by the Australian Taxation Office and shall include the cost of tolls.
 - (c) For other travel ie. public transport, the additional costs which are reasonably incurred shall be reimbursed, however pre-approval is to be obtained before the use of taxis as other travel.
 - (d) Where an employee finishes work at a location that is different to the sign-on location, Pacific National will provide transport back to the sign-on point, unless otherwise agreed. In these circumstances, actual sign-off will be on the return to the sign-on location and shall be within the shift length.

58 Transfer of Employees

- 58.1 Pacific National proposals that may require Employees to relocate will be subject to the consultative provisions outlined in clause 45 of this Agreement. Any final decision regarding individual Employee relocation will be made on assessment of the individual's circumstances with regard to reasonableness.
- 58.2 Where a transfer instigated by Pacific National requires the Employee to relocate their residence, Pacific National will meet reasonable relocation expenses.
- 58.3 Based on individual circumstances, the following expenses may be met:
- (a) **Housing Expenses**
 - (i) Costs associated with selling a residence at the "old" location, including agent's

commission, legal expenses, stamp duty and bank charges.

- (ii) 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:
 - (i) 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
 - (ii) Actual travel costs, to the limit of economy class airfares for the Employee and family during the actual relocation.
- (d) **Resettlement Allowance**
 - (i) Resettlement Allowance is provided to cover the costs of temporary accommodation for Employees and their families until a permanent residence is available. Resettlement allowances is paid as a reimbursement to cover actual costs incurred for temporary accommodation on the following basis:
 - (A) Employees with dependants may be reimbursed up to the value of six weeks’ pay, calculated on their Base Rate , where the dependants accompany them; or
 - (B) Employees without dependants may be reimbursed up to the value of three weeks’ pay, calculated on their Base Rate .

58.4 Employees who transfer at their own request will meet all costs associated with any relocation. However where notwithstanding an Employee making such an election, Pacific National may, subject to the managers approval, meet part of the relocation expenses incurred by the Employee if the transfer provides some benefit to Pacific National.

59 Temporary Transfers

- 59.1 Where required by the business, Employees may be temporarily transferred to a different home base for a period of time. Temporary transfers will be used to support commercial activities affected by variable demand and traffic volumes and/or temporary staff shortages.
- 59.2 A temporary transfer under this clause may involve a temporary transfer to a different operational area within Pacific National’s business.
- 59.3 In the first instance, volunteers will be called for temporary transfer. In the event that insufficient Employees volunteer, Employees may be selected for temporary transfer. Employees will not be temporarily transferred away from their home base for a period of more than six (6) weeks in any twelve (12) month period, unless mutually agreed. Any decision regarding individual Employee temporary transfer will be made on assessment of the individual’s circumstances with regard to reasonableness.
- 59.4 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.
- 59.5 Reimbursement for use of private motor vehicle will be in accordance with the relevant Pacific National policy. When temporarily transferred, the Employee has the option of an expense allowance or reimbursement of reasonable expenses associated with temporary location transfer. Such reimbursement or allowance will be in accordance with the relevant Pacific National policy. Employees may elect to receive the allowance in advance upon

request.

59.6 Employees who are temporarily transferred to a location which does not permit them to return to their home base daily shall be paid expenses as set out in clause 20.2 or 20.3 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 as set out in clause 20.2 or 20.3 for each breakfast and each lunch, as set out in clause 20.2 or 20.3 for each dinner and as set out in clause 20.2 or 20.3 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	1930 hrs
Bed	0100 hrs	0100 hrs

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

- (c) Expenses shall be adjusted by a formula that applies the Consumer Price Index (CPI) (weighted average of eight (8) capital cities) for the bed component and by the Meals Out and Take Away Food component of the CPI for the meals components. This adjustment shall be made annually in the first full pay period following the release of CPI data for the September quarter each year.
 - (d) Where actual costs of accommodation and/or meals are greater than those outlined above Employees will be reimbursed the difference, subject to the production of receipts which are reasonable in the circumstances. Where Pacific National provides any meals and/or accommodation, the relevant component(s) of the expense shall not be payable.
 - (e) Employees shall have the option of accepting accommodation arranged by Pacific National or arranging their own accommodation. Where accommodation is arranged by Pacific National, such accommodation shall be of no less than three star rating.
- 59.7 Where Train Crew Employees are temporarily transferred to a location, that location becomes their temporary home base for rostering purposes. This means that any shift involving work to a Barracks (or foreign) Location will incur the barracks meals allowances. Where this is the case the provisions of sub-clause 59.5 above will not apply from the sign on for the shift until the sign off at the temporary location. This is to avoid double payments of the meal expense component.

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

60 Travelling and Incidental Expenses - FOEs

60.1 This clause only applies to Employees classified as FOEs as defined in clause 20.3 above.

60.2 Employees shall be paid a meal allowance, as set out in clause 20.3, per meal in the following circumstances:

- (a) Where their home depot is within the suburban area and who in substitution for the whole or part of a shift are required to undertake special relief or emergency work at a location between 3.2 and 16 km from their home depot and who are required to be absent from their residence for at least an hour and a half longer than had they worked their regular shift.
- (b) Where their home depot is outside the suburban area and who in substitution for the

whole or part of a shift and required to undertake special relief or emergency work at a location no more than 16 km from their home depot and who are required to be absent from their residence for at least an hour and a half longer than had they worked their regular shift.

- (c) Where they were unable to return home for a meal and have not been provided by Pacific National with suitable refreshments after each five hour period of they are on duty:
 - (i) For a period of more than five hours beyond the time of recommencing duty after a meal interval.
 - (ii) Subject to (iii), for a period of more than ten hours where there is no meal interval.
 - (iii) For a period of more than five hours on a shift of rostered duration of five hours or less with or without an alternative, or on a shift substituted for one of five hours or less duration without prior notice of the intended extension or substitution of the shift.
 - (iv) In respect of a broken shift, for more than two hours beyond the ordinary time for the completion of such shift.

Provided that where a meal interval exceeds one hour Employees shall be deemed to have recommenced duty one hour after the commencement of the meal interval where the period of duty immediately prior amounts to more than four hours.

Meal Interval means an interval off duty where the time and duration thereof is fixed by Pacific National and allowed with or without pay for the purpose of partaking of a meal or crib.

Prior Notice means at least two hours where the shift commences between 0800 hours and 2200 hours and twelve hours otherwise.

- 60.3 Employees (other than Employees on the regular relieving staff), who are temporarily transferred and required to reside away from home, or not temporarily transferred but utilised away from their home depot shall be paid travelling and incidental expenses as described in clause 20.3.
- 60.4 The first four or five week period, as the case may be, at the same place shall not be deemed to include the day of departure from home depot unless a full day's expenses are payable for such day.
- 60.5 The allowance for breakfast, lunch, dinner or bed, as the case may be, provided in 60.3 shall not be paid to Employees unless they commence travelling from their home depot earlier than the time specified in the second column hereunder and/or do not return until after the time specified in the third column hereunder but no allowance shall be paid where the absence from home depot is under three hours nor for a bed when a bed is not reasonably required.

	If departure before	If return after
Breakfast	0700 hours	0800 hours
Lunch	1300 hours	1400 hours
Dinner	1830 hours	1930 hours

- 60.6 Employees shall not be paid any expenses under 60.3 at any one locality or place for a period exceeding three months.
- 60.7 No allowance shall be paid to Employees for being absent from their home depot if they leave from and return to their home depot on the same day unless:
 - (a) Their home depot is within the suburban area and they are required to travel outside the suburban area to a place more than 50 km distant from their home depot;
 - (b) Their home depot is outside the suburban area and they are required to travel to a place at least 50 km distant from their home depot;

Whereupon they will be eligible for the breakfast allowance if they depart before 0700 hours and the dinner allowance if they return after 1900 hours. In the case of Employees undertaking relief duty who travel to and from their place of residence, their place of residence shall be deemed to be their home depot unless their home depot is closer to the relief location than their residence.

60.8 The meal allowances provided in 60.3 shall be paid to Employees who are required to perform night duty of at least six hours duration, either inside or outside of the suburban area, in connection with an accident, alteration to lines or bridges, or other work of a special character without being provided with:

- (a) Notice prior to leaving home for duty that they would be required to perform such night duty, or
- (b) An opportunity of going home for a meal; or
- (c) Suitable refreshments by Pacific National during the night.

<i>Breakfast</i>	<i>0700 hours</i>	<i>0800 hours</i>
<i>Lunch</i>	<i>1300 hours</i>	<i>1400 hours</i>
<i>Dinner</i>	<i>1830 hours</i>	<i>1930 hours</i>
<i>Bed</i>	<i>0100 hours</i>	<i>0100 hours</i>

61 Travelling and Incidental Expenses – Train Crew

61.1 Employees who are required to work for more than 2 hours beyond the rostered time of ceasing duty (subject to a minimum of 10 hours on duty) without being advised the day before shall be paid a meal allowance, as set out in clause 20.2,

61.2 Where an Employee is required to perform work which does not allow the Employee to return to their home base at the end of that Employee's shift and Pacific National does not provide meals, the Employee shall be paid a Barracks meal allowance, that is, breakfast, lunch or dinner, as the case may be, as per clause 20.2. The allowance shall be paid for each completed eight hour period or part thereof, calculated from the sign on at the Employee's home depot to the sign off at the Employee's home depot.

61.3 When sleeping accommodation is not provided by Pacific National, a bed allowance, as set out in clause 20.2 shall be paid.

62 Travel Passes

62.1 Any Employee who at the time of making this Agreement had an entitlement to a Travel Pass shall continue to have such entitlement.

62.2 For the avoidance of doubt, any Employees who commenced employment with PN or Freight Victoria Limited or the Public Transport Corporation or any of its predecessors on or after 7 September 2000 never had such entitlement to Travel Passes and shall continue to have no such entitlement.

63 Training and Development Bonds

63.1 Pacific National may engage Employees on the condition that they may be required to repay the costs of any training and development they have received if the Employee terminates their employment within three (3) years of their engagement, subject to the following sub clause.

63.2 No debt will be incurred:

- (a) Unless the Employee is confirmed in their employment following completion of the probationary period; or
- (b) If the Employee is terminated by Pacific National for other than misconduct or disciplinary

reasons.

- 63.3 Pacific National may, at its discretion while acting reasonably and having regard for the personal circumstances of the Employee, waive part or all of any debt incurred by an Employee.
- 63.4 If an Employee believes Pacific National has been unduly harsh in the application of this provision, they can notify a dispute in accordance with the Dispute Settling Procedure outlined in clause 47.
- 63.5 Any liability incurred shall be on account of training provided, i.e., units of competency assessed and certificates of attainment and / or qualifications being provided.
- 63.6 A repayment of any debt incurred under this provision will not be payable on account of an Employee moving from one Pacific national employing entity to another.

64 Health Assessments

- 64.1 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 the 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).
- 64.2 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 position modification;
 - (d) Temporarily unfit for duty subject to review; or
 - (e) Permanently unfit for duty.
- 64.3 If further tests are required following the determination, Pacific National will only be liable to cover the costs of such tests where it is identified that there was no basis for this referral (ie. there is no apparent underlying condition that should have prompted such referral).
- 64.4 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 their nominee will review the case file and make a determination as to whether the referral was justified. The decision of the Chief Medical Officer in such matters will be final.
- 64.5 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.
- 64.6 The above provisions do not exclude any obligations arising under the applicable Worker's Compensation legislation.
- 64.7 Pacific National shall roster the Employee an 8 Hour shift (*this will include the blood test which is conducted in the employees own time at least four working days prior to the medical assessment*) to attend the health assessment, and will also make an additional payment of 11 hours for fasting.

**Executed by Pacific National (Victoria) Pty
Ltd ACN 075 295 644 of**

by or in the presence of:

Signature of Authorised Officer

Name of officer in full

Address of officer

Signature of Witness

Name of Witness in full

Address of Witness

**Executed by the Australian Rail Tram and
Bus Industry Union of**

by or in the presence of:

Branch Secretary

Name of Secretary in full

Address of Secretary

Signature of other officer

Name and title of other officer in full

Address of other officer

APPENDIX 1 GENERAL FREIGHT AND INDUSTRIAL

HOURS OF WORK AND ROSTERING – TRAIN CREW

1. ORDINARY HOURS

- 1.1 The ordinary time of duty for full time Employees will be 160 hours to be worked in any combination over a cycle of 4 weeks.
- 1.2 Subject to clause 6 below, where an Employee has worked fewer than the nominated 160 hours in a 4 week cycle, the remaining hours (Under time Hours) may be recovered by Pacific National may be recovered during the current and subsequent 2 cycles.
- 1.3 The ordinary hours of part time Employees shall be no fewer than 60 hours and no more than 120 hours, to be worked in any combination, over a 4 week cycle.

2. ROSTERING GUIDELINES

- 2.1 Subject to the following guidelines, rosters must be developed to suit each depot's work allocation (the "**Master Roster**").
- 2.2 In preparing such rosters Pacific National shall take into consideration occupational health and safety considerations including but not limited to, distance, mode of operation, time of day, length of shift, fatigue and relevant policies and practices.
- 2.3 No Employee shall be required to work more than 12 shifts in any consecutive 14 day period.
- 2.4 Time off duty for annual, sick and other leave, credits for public holidays and time off as a deduction for accrued extra days off do not count as a shift(s) for the purpose of calculating the 12 shifts of work.
- 2.5 **Master Rosters**
 - (a) The Master Roster shall be developed primarily for the purpose of indicating in advance the Employee's rostered days off, which shall be a minimum of 104 per annum averaged over the 4 weekly duty cycle and any known or forecast work and wherever possible these days to be grouped together.
 - (b) The Master Roster will be reflected as day, night and afternoon shifts for the weeks work allocations.
 - (c) The Master Roster will include sign on and sign off times and the roster will reflect no fewer than ten shifts per fortnight. This clause to be read in conjunction with Clause 5.
 - (d) The Master Rosters will be developed to provide maximum number of complete weekend's rostered days off duty. The Master Roster will not require Employees to work more than three weekends in a row.
 - (e) The Master Roster will include Forecast working, and, subject to clause 2.7 below, Annual Leave Relief lines working or combinations of both. However, subject to operational and business requirements, the company agrees to maximise the use of forecast rostering.
 - (f) Notwithstanding the existence of Master Roster, all Employee's actual rosters shall be in accordance with the Daily Roster as set out in clause

2.6 of this Appendix. Pacific National agrees however that it shall not deviate from the Master Roster unless impracticable to do otherwise.

- (g) Prior to changing the Master Roster the Employee shall consult with affected Employees as outlined in Clause 45 of this Agreement, at least twenty eight (28) days prior to implementing any changes to the Master Roster. The amended Master Roster will be posted 28 days in advance of its introduction.

2.6 Daily Rosters

- (a) Pacific National shall post a Daily Roster no later than 14.00 the day before the Employees' shift is to commence.
- (b) Subject to clause 2.5 above, the Daily Roster shall determine the Employee's next shift and work allocation.
- (c) Notwithstanding clause 2.5 above, the Daily Roster shall not be used to alter an Employee's ORD posted on the Master Roster without the affected Employee's agreement.
- (d) Rosters covering Christmas and Easter holidays are to be posted up to a maximum of two weeks prior where practicable.

2.7 Annual Leave Relief Lines

- (a) It is agreed that Pacific National may utilise blank line rostering during any period of annual leave whether predetermined or otherwise in the Master Roster. During such periods, the Employee's normal roster shall be suspended and the Employee will be required to perform work as determined by Pacific National as necessary subject to the rostering principles contained in clause 2 of this code.
- (b) There will be a minimum of two weeks notice for advice regarding holiday relief unless otherwise agreed with the affected Employee.
- (c) The utilisation of blank line rostering can be expanded subject to operational and business requirements and can only be done in consultation with the affected Employees as set out in clause 45 of the Agreement.
- (d) Notwithstanding the use of blank line rostering, each Employee's ORD can not be varied and shall fall due as set out in the Master Roster.

2.8 Length of Shifts

- (a) Driver Only shifts will operate up to the maximum shift of 8 hours except in NSW where shift lengths shall be a maximum of 9 hours.
- (b) Where a shift is made up of part Driver Only operation and part two-person operation the maximum length applicable shall be **9 hours**
- (c) Shifts with a Driver and Second Person can be rostered up to 11 hours.
- (d) Shifts with two qualified drivers can be rostered up to 11 hours, or to 12 hours after consultation with affected Employees. Actual shifts may be worked up to 12 hours to complete assigned tasks due to unavoidable necessities.
- (e) In the event of unavoidable delays, maximum shift lengths may be exceeded with the agreement of the Employee(s) affected. All time work done on a shift in excess of 11 hours will be paid at 1.5 times the aggregate rate.

2.9 Needs Breaks

- (a) A paid meal break of 20 minutes will be provided between the third and fifth hour, and will be arranged in consultation with train control to avoid interference with train running.
- (b) Where an Employee is unable to take such a break, a wasted meal break allowance, as set out in clause 20.3 of the Agreement will be paid.

2.10 Interval of Rest between Shifts

- (a) The time which an Employee shall be allowed off duty will be 11 hours at their home depot or 8 hours whilst at a rest depot.
- (b) Where a rest job extends beyond ten hours duration on the first leg, a period of ten hours rest shall be allowed. Unless by
 - (i) mutual agreement
 - or*
 - (ii) in case of emergencies (i.e. accidents, collisions, compassionate reasons), attendance may be required earlier as determined by Pacific National.

2.11 Off Roster Day

- (a) When developing depot rotations for full time Employees, all individual rostered days off are a minimum duration of 32 hours between the finish of the last shift and the commencement of the next shift, unless otherwise agreed between Pacific National and the affected Employee, and are to include an adequate number of clear ORDs.
- (b) Where two (2) off rostered days are rostered consecutively then the maximum duration shall be no fewer than 48 hours between the finish of the last shift and the commencement of the next shift.
- (c) ORDs worked will stand alone and attract a payment of 1.8 times the Base Rate and will be paid the fortnight it is worked.
- (d) This penalty will not apply, where the ORD worked results from a mutual exchange of shifts, or where by mutual agreement the ORD is rescheduled as a result of business needs, (e.g., an Employee who is rostered to work Monday to Thursday with Friday off-roster, would not receive the penalty of the off-roster was brought forward to Tuesday because of a need to work on the Friday.)
- (e) This penalty will not apply while the Employee is in receipt of the penalty for working public holidays.
- (f) Where a Master Roster averages more than 5 shifts per week, the Parties agree to rostered overtime. Such rostered overtime will be identified as "Off Roster" or "If Required" or "Overtime" (OR/IR/OT).

3. SPECIAL CONDITIONS AND ALLOWANCES

3.1 Alteration to sign-on time

- (a) Where an Employee is at rest or at a home location, alterations to sign-on time after the Daily Roster has been set will be kept to a minimum.

- (b) If the sign-on time is changed to an earlier sign-on time, which can be no more than one hour, then the Employee will receive a credit towards ordinary hours for all time from the actual sign-on time until the actual sign-off time.
- (c) If the sign-on time is changed to a later sign-on time, which can be no more than three hours, the ordinary hours will be credited from the original sign on time.
- (d) The requirements set out in paragraphs (b) and (c) may be varied by agreement with the affected Employee for changes to daily roster requirements to meet particular local needs and circumstances.
- (e) Apart from any other available means of communication, advice to an Employee of any changes to their next day's shift may be left on a telephone answering machine or message bank.
- (f) Advice of any changes to an Employee's shift, sign-on time and details of any barracks working will normally be provided upon signing off duty on the previous shift. Where an Employee is not on duty or advice was not available and work is required to commence between 0000 – 0600 hours the following day, advice will be provided between 0930 – 1100 hours on the previous day.
- (g) Where an Employee is not on duty or advice was not available and work is required to commence after 0600 hours the following day, advice will be provided between 1600 – 1730 hours on the previous day.
- (h) Where an Employee does not want to be contacted during the advice period (sleep or personal reasons) the Employee is to notify the company upon signing off. The responsibility to receive advice for the next turn of duty then becomes the Employee's.
- (i) Where Pacific National has not attempted to contact an Employee during the call period for the purpose of advising the Employee of a "next term of duty" then that Employee will be deemed to be rostered off.

3.2 Detention Away from Home Depot

- (a) Rosters will be developed so that, wherever practicable, detention away from home depot on a rest job will not exceed 12 hours duration.
- (b) Where any working with rests/barracks is involved, the first crew to book on at the home station shall be the first to book off at the home depot.
- (c) A credit will be made towards ordinary hours for any time that an Employee (other than on temporary transfer) is detained at rest in excess of 12 hours.
- (d) This credit will not apply in respect of any time that the Employee is not fit, ready, willing and available for all work offering as provided within these guidelines.

3.3 Rostered Hours when going to Rest

- (a) Each leg of a rest job will be credited for a minimum of 8 hours unless otherwise requested by the crew, provided that each Employee will make himself / herself available for other work if required. Each leg will count as a shift.
- (b) The standard of accommodation at all rest locations shall comply with the current agreed policy.

4. **MINIMUM PAYMENT**

- (a) No minimum shift payment applies other than in accordance with subclauses 3.3(a) and 4 (d) of this Appendix.
- (b) Where a driver accrues in excess of 160 hours in a cycle, or agreed cycle hours in the case of part time Employees, this credit will be paid in conjunction with excess hours.
- (c) Where a driver does not accrue 160 hours in a cycle, or agreed cycle hours in the case of part time Employees, the credit will be used to satisfy the guarantee. This credit will not count as a shift or hours for the purposes of determining ordinary hours of duty.
- (d) An Employee who actually reports for and undertakes duty and is then advised that he / she is not required, is to be credited with four hours at the aggregate rate unless otherwise agreed. The Employee will be credited with a shift.
- (e) Every effort must be made to contact the Employee to advise him / her that the shift is cancelled (the credits set out in subclauses (b) and (c) will not apply where Pacific National has complied with this requirement.

5. **GUARANTEE PAYMENT**

- (a) Time on duty is added to form total hours for the cycle. A full time Employee who is fit, ready, willing and available for all work offering (in accordance with the provisions of these guidelines) is guaranteed 80 hours payment in each of 2 fortnights over a 4 week cycle.
- (b) In the case of part time Employees the guaranteed payment will be identical to their ordinary hours of employment.
- (c) Notwithstanding the averaging principle, the guarantee will be withdrawn during any fortnight that an Employee is not available for all work offering in accordance with Clause 5 (a) during that fortnight the Employee will be paid only for the actual hours worked subject to a maximum of 80 hours.
- (d) Where Employees are not required for any rostered duty and no alternative duty is likely to become available then stall are to be notified as soon as possible. The guaranteed fortnightly aggregate wage remains intact. However, the Employee will make him / herself available for additional duty in accordance with clause 7.

6. **AVERAGING PAYS**

- (a) The principle adopted for this Agreement is that employees will work fewer hours in one pay fortnight than in another pay fortnight over their cycle of ordinary time duty.
- (b) Full time employees working flexible hours will be paid an average of 80 hours per fortnight,

Eg, Rostered 70 hours, works 64 hours, pay 80 aggregate rate

Rostered 90 hours, works 90 hours, pay 80 aggregate rate

Rostered 92 hours works 72 hours, pay 80 aggregate rate.

- (c) Permanent part time Employees will be paid an average of 12 week cycle hours divided by six.

Eg, Cycle hours of 240

Rostered 40 hours, works 30 hours, paid 40 hours

Rostered 50 hours, works 60 hours, paid 40 hours.

7. **UNDERTIME RECOVERY**

- (a) If during a cycle of ordinary time of duty, Employees lose one or more shifts as a result of; for instance cancellation of services, downturn in work or late running, Pacific National can make up the shortfall during the current cycle plus the next 2 cycles.
- (b) Where an individual has unreasonably withheld his labour to make up under time Pacific National reserves the right to withhold payment for such under time. Any grievance in respect to this issue may be processed through the disputes procedure (clause 44) of the Agreement.
- (c) Under time may be recovered by Pacific National by giving 1 (one) weeks notice or earlier notice by mutual agreement to the Employee affected of the intention to extend the Employees shift duration up to the shift maximum length to make up the shortfall.
- (d) The Employees rostered day off will not be utilised for the purpose.
- (e) The need to make up in any short fall in hours shall not cause alterations to any other crew roster unless on an agreed basis.
- (f) If an Employee is absent from duty without authorisation, time lost from duty is to be deducted at the aggregate hourly rate from the aggregate wage to be paid in that fortnight. This will include circumstances where a driver reports sick but fails to submit a sick leave application, e.g., if 72 ordinary hours of duty were rostered for the fortnightly pay period and an Employee was off for one shift of 10 hours he/she would be paid 70 hours at the aggregate rate.
- (g) Where the shift has been altered to the benefit of Pacific National, that is, for commercial arrangements or to comply with the fatigue recovery model, the Employee concerned will not be disadvantaged financially.

8. **EXCESS HOURS**

- 8.1 Except where otherwise provided, a full time Employee will receive payment at the aggregate rate for all hours worked in excess of 160 hours in a 4 week cycle unless the Employee requests time off in lieu.
- (a) Permanent part time Employees will receive payment at the aggregate rate for all hours worked in excess of cycle hours unless the Employee requests time off in lieu.
- (b) Sick leave will not count as a shift, however sick leave hours will be credited towards ordinary hours for the cycle.
- 8.2 Subject to making a request an Employee may take paid time off in lieu of payment for excess hours at a time mutually agreed by the parties. Each hour worked in excess of the above limit will equal one hour paid time off duty. Time off in lieu accrued from the commencement of the Agreement must be taken by 31 December each year. Time off in lieu not taken within that time frame will be paid out.

- 8.3 Where the guarantee has been reduced in accordance with clause 5 of this Appendix, cycle hours will be reduced by an equivalent number of hours lost. Excess hours will be paid or time in lieu granted for all hours worked in excess of that reduced number.
- 8.4 All Employees covered by this Agreement shall make themselves available to work reasonable time outside of rostered hours to ensure train running requirements are met. However, it will be up to the individual Employee to agree to work in excess of 12 shifts in any period of 14 consecutive days. Time off duty for annual leave, paid carers leave and other leave, and credit for public holidays do not count as a shift for the purpose of calculating the 12 shifts of work
- 8.5 An Employee who is required to work extra hours on a day when he / she is rostered to work will have such time included in hours worked for their cycle of ordinary time duty. Award-based overtime provisions do not apply and no extra payment will be made in that pay fortnight, however excess hours will be treated in accordance with subclause 8.1,

e.g. Rostered 72 hours, works 80 hours, paid 80 at the aggregate rate.

Rostered 90 hours, works 93 hours, paid 80 hours at the aggregate rate

9. **EXCHANGE OF SHIFTS**

- 9.1 An exchange of shift between Employees covered by these train crew rostering provisions will be permitted, subject to the provisions of these train crew rostering provisions being adhered to and the exchange of shifts is approved.
- 9.2 Employees exchanging shifts will receive a credit towards ordinary hours of the actual hours worked.
- 9.3 Employees working less than ordinary hours because of an exchange of shifts will be required to make themselves available at a time when work is offering to make up that time within their cycle of ordinary hours from the date the undertime occurred.
- 9.4 Any Employee not making himself/herself available to make up that time will have payment for such hours deducted from their pay.
- 9.5 An Employee going into excess hours by exchanging shifts would not have that time paid out but will be given time off at a later date.
- 9.6 An Employee may request one or more days off duty without loss of pay providing he or she:
- (i) Works another shift(s); and/or
 - (ii) Accepts a reduction from excess hours in the current cycle and / or
 - (iii) Makes up any undertime as in clause 6.

10. **STATUS OF HOURS / SHIFT WORKED**

Status of hours and shifts will be shown on payslips, including an accurate breakdown of Driver Only hours worked.

11. **TIME SHEETS**

Time sheets must be submitted by all train crew members showing hours of duty and full details of tasks carried out during each individual shift. Time sheets will also be required to specify "Driver Only" part and full shifts.

12. **REPORTING BACK FOR DUTY UPON RETURN FROM LEAVE**

12.1 When reporting back for duty, Employees will advise of their availability, prior to 11.00 hours on the day before they return to duty.

12.2 **Reporting "off sick"**

12.3 When reporting "Back off Sick" as per clause 12.1 in this Appendix, if an illness / ailment has required an absence from duty for only that day, the Employee may report back on that same day.

13. **RELAY VAN WORKING**

(a) This Agreement allows Pacific National to require Employees to perform Relay Working within the parameters described in this clause and shall be limited to the Melbourne to Adelaide corridor and/or return.

(b) Prior to Pacific National implementing Relay Working, consultation shall occur with affected Employees. Such consultation will include operational procedures, rosters, OHS and route knowledge and any required training.

(c) Once consultation has occurred in accordance with 13(b) above, Pacific National shall seek volunteers to perform such work. If no volunteers are forthcoming PN shall nominate and require Employees to perform such work.

(d) In rostering any Employee to perform Relay Work Pacific National must only do so having regard to the Rostering Principles contained in clause 2 of this Appendix 1.

(e) An Employee performing Relay Working shall work a maximum shift length of 8 hours.

(f) The application of Relay Working shall take place between the corridors:

(i) Melbourne/Adelaide and visa-versa;

(g) All time spent in the relay van shall be paid at as follows:

(i) 1 January 2008 – 70% of the rate for the relevant classification described in clause 19 of this agreement;

(ii) 1 January 2009 – 75% of the rate for the relevant classification described in this Agreement.

(h) All hours whilst in the relay van will account as working hours and form part of the monthly cycle as set out above at clause 1.

(i) Where an Employee has been performing Relay Van Working the following rest periods shall apply;

- (i) Melbourne to Adelaide on arrival in Adelaide – 12 hours of train;
- (ii) Melbourne/Adelaide as in sub clause (i) above and on return – 72 hours at home. The 72 hours may be reduced to 48 hours in circumstances, for example, where an incoming train is running late.

14. **CONDITIONS FOR JOB SHARE FOR LOCOMOTIVE DRIVERS**

14.1 Notwithstanding anything else contained in the Agreement, PN may wish to employ Employees on the basis of a job share arrangement as set out below.

- (a) Job share is on a voluntary basis only.
- (b) Positions vacated must be filled through the normal process of advertising positions.
- (c) When two parties enter a job share agreement they are obligated to fulfill 50% of the rostered work.
- (d) The split of work on the roster between the two participants can be as short as one month, and as long as three months as agreed by the candidates.
- (e) Pay, conditions and entitlements are exactly as those for full-time Employees, but are calculated on a pro-rata basis. Continuity of service remains.
- (f) Participants on job share agreement who may still be in the revised superannuation scheme that has a defined benefit are advised that their entitlements under this scheme may be affected by the job share arrangements because the revised scheme uses the final average salary for the last two years of employment as the basis to calculate your benefits.
- (g) Guaranteed payment for job share participants is based on a four week cycle, the same as a full-time Employee, but divided by two. The guarantee is 80 hours.

APPENDIX 2 - NOTIFICATION OF DISPUTE OR GRIEVANCE

Notification of Dispute or Grievance

To : _____
Insert Name of Manager to whom Notice is Given

Date : _____

I hereby give notice that I wish to invoke the dispute settlement process in clause 47 of this Agreement. The details of this dispute are as follows:

The Decision I wish to Dispute is:

The person who made the decision is :

The date the decision was made is (If Known)

The reasons I wish to dispute the decision are :

Your Name : _____ **Position :** _____

Signed : _____

Please Print Clearly

Your Work Location & Telephone Number :
