



DECISION

Fair Work Act 2009

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

Asciano Services Pty Ltd T/A Pacific National
(AG2018/636)

PACIFIC NATIONAL BULK RAIL NSW ENTERPRISE AGREEMENT, 2018

Rail industry

COMMISSIONER CAMBRIDGE

SYDNEY, 4 MAY 2018

Application for approval of the Pacific National Bulk Rail NSW Enterprise Agreement, 2018.

[1] An application has been made for approval of an enterprise agreement known as the *Pacific National Bulk Rail NSW Enterprise Agreement, 2018* (the Agreement). The application was made pursuant to s. 185 of the *Fair Work Act 2009* (the Act). It has been made by *Asciano Services Pty Ltd t/a Pacific National* (the Employer). The Agreement is a single-enterprise agreement.

[2] The application was lodged with the Fair Work Commission (the Commission) at Sydney on 23 February 2018. On 24 April 2018, the application was referred to the Commission as currently constituted. The application included a Statutory Declaration of *Andrew Fishlock* made on behalf of the Employer and dated 22 February 2018 (the Declaration). The Declaration stated that the Agreement was made on 11 February 2018. Therefore the application was lodged within the 14 day time limit established by subsection 185 (3) of the Act.

[3] Part 2-4 of the Act includes various procedural requirements that must be satisfied before the Commission can approve of an enterprise agreement. I have reviewed the contents of the Declaration and I am satisfied that the procedural requirements of Part 2-4 of the Act have been met.

[4] The application for approval was listed for Hearing in Chambers before the Commission on 4 May 2018. I note that the file has included a Statutory Declaration of *Jessica Epps* made on behalf of the *Australian Rail, Tram and Bus Industry Union* (RTBU) as an employee organisations in relation to the application.

[5] I note that the Agreement contains a flexibility term at clause A43 and a consultation term at clause A31.

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

[7] The RTBU, being a bargaining representative for the Agreement, has given notice under s. 183 of the Act that it wants the Agreement to cover it. As required by subsection 201 (2) of the Act I note that the Agreement covers the RTBU.

[8] The Agreement is approved. In accordance with subsection 54 (1) of the Act it will operate from 11 May 2018. Notwithstanding the terms of clause A4 of the Agreement, subsection 186 (5)(b) of the Act stipulates that the nominal expiry date of an enterprise agreement will not be more than 4 years after the day on which the Commission approves the agreement. Therefore, the nominal expiry date of the Agreement, as broadly contemplated by clause A4 of the Agreement, is 4 May 2022.



Printed by authority of the Commonwealth Government Printer

<AE428204 PR606757>

ENTERPRISE AGREEMENT

**Pacific National Bulk Rail NSW
2018 to 2022**

Table of Contents

SECTION A COMMON CONDITIONS	5
A1 TITLE	5
A2 PARTIES	5
A3 SCOPE	5
A4 TERM	5
A5 RELATIONSHIP TO AWARD AND NATIONAL EMPLOYMENT STANDARD	6
A6 GLOSSARY OF TERMS	6
A7 CONTRACT OF EMPLOYMENT	8
A8 PROBATIONARY EMPLOYMENT	9
A9 RECRUITMENT SELECTION AND INDUCTION	10
A10 HOURS OF WORK	11
A11 HIGHER DUTIES	12
A12 STAND DOWN	12
A13 SUPERANUATION AND SALARY SACRIFICE	13
A14 DISCIPLINARY PROCEDURES	14
A15 TERMINATION OF EMPLOYMENT	15
A16 ABANDONMENT OF EMPLOYMENT	15
A17 REDUNDANCY	15
A18 ANNUAL LEAVE	17
A19 PUBLIC HOLIDAYS	19
A20 LONG SERVICE LEAVE (“LSL”)	21
A21 PERSONAL CARER’S LEAVE	23
A22 UNPAID CARER’S LEAVE	25
A23 TRAUMA LEAVE	26
A24 COMPASSIONATE LEAVE	26
A25 PARENTAL LEAVE	27
A26 LEAVE WITHOUT PAY	27
A27 JURY SERVICE	27
A28 SPECIAL LEAVE	27
A29 DEFENCE LEAVE	28
A30 DOMESTIC VIOLENCE LEAVE POLICY	28
A31 CONSULTATION AND CHANGE	28
A32 RESOLUTION OF DISPUTES	30
A33 PERMANENT TRANSFER OF EXISTING EMPLOYEES	31
A34 TEMPORARY TRANSFER TO ANOTHER HOME BASE	33
A35 EMPLOYEE TRAVEL	34
A36 DRIVING COMPANY VEHICLES FOR TRAIN CREW	36
A37 HOME BASE AND SIGN ON / OFF PROVISIONS	36
A38 MEAL BREAKS	39
A39 SALARY MAINTENANCE	39
A40 UNIFORMS	41
A41 REPRESENTATIVES	41
A42 WORKPLACE RELATIONS TRAINING	42
A43 INDIVIDUAL FLEXIBILITY ARRANGEMENT	42
A44 HEALTH, SAFETY AND FATIGUE	43
A45 DRUG AND ALCOHOL TESTING	45
A46 MEDICAL ASSESSMENTS	45
A47 EMPLOYEE REPRESENTATIVE COMMITTEE (ERC) MEETING	47
A48 COMMUNICATIONS MONITORING	48
A49 PAYMENT OF WAGES	49
A50 WAGE INCREASE	49
A51 INTERNAL TRANSFER OF WORK	50

A52	PICNIC DAY – FORMER FREIGHTCORP EMPLOYEES ONLY	50
A53	TRAVEL PASSES – FORMER FREIGHTCORP EMPLOYEES ONLY	51
A54	ROSTER COMMITTEES	52
<u>SECTION B BULK TRAIN CREW AND TERMINAL OPERATORS</u>		53
SECTION B		53
B1	SCOPE	53
B2	CONTRACTS OF EMPLOYMENT	53
B3	CLASSIFICATIONS AND PAY LEVELS	54
B4	HOURS OF WORK	60
B5	REMUNERATION	61
B6	ROSTERING GUIDELINES	63
B7	SHIFT LENGTHS	67
B8	INTERVAL BETWEEN SHIFTS	69
B9	MANDATORY REST PERIOD	69
B10	CONFIRMING NEXT TURN OF DUTY	70
B11	LIFT-UP AND LAY-BACK	71
B12	RESTING AWAY	72
B13	ROSTER SUSPENSION – FORECAST ROSTERS	72
B14	AVAILABLE DAYS	73
B15	ROSTERING GUIDELINES FOR TERMINAL OPERATORS	75
B16	TRANSITIONAL PROVISIONS- VICTORIA	79
<u>SECTION C COAL TRAIN CREW</u>		81
C1	SCOPE	81
C2	CLASSIFICATION PRINCIPLES	81
C3	RECOGNITION OF CURRENT COMPETENCY	81
C4	TRAIN CREW CLASSIFICATION STRUCTURE	82
C5	TRAINING	84
C6	MANAGEMENT OF HOURS OF WORK	84
C7	REMUNERATION	84
C8	ROSTERING PRINCIPLES (TRAIN CREW)	87
C9	SHIFT LENGTHS (TRAIN CREW)	91
C10	INTERVAL BETWEEN SHIFTS (TRAIN CREW)	92
C11	MANDATORY REST PERIOD (TRAIN CREW)	92
C12	CONFIRMING NEXT TURN OF DUTY (TRAIN CREW)	92
C13	LAY-BACK (TRAIN CREW)	93
C14	BARRACKS WORKING / RESTING AWAY (TRAIN CREW)	93
C15	COMMENCING AND RETURNING FROM LEAVE (TRAIN CREW)	94
C16	WAKE UP CALL (TRAIN CREW)	95
C17	DEPOT SPECIFIC	95
<u>SECTION D SUPPORT</u>		99
D1	SCOPE	99
D2	CLASSIFICATIONS PRINCIPLES	99
D3	SUPPORT STAFF CLASSIFICATION STRUCTURE	100
D4	MANAGEMENT OF HOURS OF WORK	101
D5	REMUNERATION	102
D6	ROSTERING GUIDELINES	104
D7	SHIFT LENGTHS	105
D8	INTERVAL BETWEEN SHIFTS	106
D9	WORKING ROSTERING CHANGES	106

<u>SCHEDULES</u>	108
<u>SCHEDULE 1: ANNUAL BASE PAY RATES</u>	109
<u>SCHEDULE 2: NOTIFICATION OF DISPUTE OR GRIEVANCE</u>	112
<u>SCHEDULE 3: DRIVER ONLY OPERATIONS</u>	113

SECTION A COMMON CONDITIONS

A1 TITLE

A1.1 This Agreement shall be referred to as the Pacific National Bulk Rail NSW Enterprise Agreement, 2018 (the Agreement).

A2 PARTIES

A2.1 The Parties to this Agreement are:

- a) Pacific National (NSW) Pty Ltd (ABN 83 099 150 688);
- b) Asciano Services Pty Ltd (ABN 48 052 134 362); and
- c) Pacific National Bulk Rail Pty Ltd (ABN 58 075 295 644),

(Collectively referred to in this Agreement as "Pacific National Bulk Rail");

- d) Australian Rail Tram and Bus Industry Union (ARTBIU); and
- e) Employees employed by Pacific National Bulk Rail who fall within the scope of clause A3.1(b) of this Agreement.

A3 SCOPE

A3.1 This Agreement shall apply to:

- a) Each of the Parties; and
- b) Employees employed by Pacific National Bulk Rail in the classifications listed in this Agreement, who are employed and predominantly located in the New South Wales Bulk and Coal businesses. For the avoidance of doubt, this Agreement does not apply to Employees employed in any other part of the Pacific National business.

A3.2 This Agreement shall comprise of this Section A, the Classification Specific Sections (either Section B, C, or D) and the Schedules. Section A and the Classification Specific Sections (either Section B, C, or D) shall be read in conjunction with each other.

A3.3 No person engaged by Pacific National Bulk Rail under an Appointment Agreement, to perform work equivalent to the classifications contained within this Agreement are to receive less than the applicable terms and conditions which apply to that classification, position or role.

A4 TERM

A4.1 This Agreement shall commence operation from the Commencement Date and shall have a nominal expiry date of 4 years from the Commencement Date.

A5 RELATIONSHIP TO AWARD AND NATIONAL EMPLOYMENT STANDARD

- A5.1** This Agreement applies to the exclusion of any modern award, Federal, State or Territory agreements relating to the matters governed by this Agreement, notional agreement, preserving State Award, or transitional award as defined in the Act or the Regulations.
- A5.2** This Agreement shall be read in conjunction with the National Employment Standards (NES). Where a term of this Agreement is in conflict or inconsistent with a term of the NES, then the term of the NES will prevail to the extent of any inconsistency.

A6 GLOSSARY OF TERMS

- A6.1** The following terms that appear throughout this Agreement are defined below:

Act	The Fair Work Act 2009 (<i>Cth</i>) as amended or varied from time to time.
Agreement	Pacific National Bulk Rail NSW Enterprise Agreement, 2018.
Aggregate Allowance	An allowance payable to an Employee in lieu of any other allowance which may be payable to the Employee if the Employee was covered by an award (as set out in clause B5.3 or C7.2, as applicable).
Aggregate/ Shift Penalties	The additional payments received by an Employee in lieu of shift and weekend penalties and annual leave loading (as set out in clause B5.4 or B15.10(b) or C7.3 or D5.4, as applicable).
Appointment Agreement	The contract of employment between Pacific National Bulk Rail and the Employee.
Barracks/Rest Location	A nominated location where Train Crew are signed off/on and are accommodated away from their Home Base.
Barracks/Resting Working	A shift where Train Crew are rostered to complete a shift at a Barracks/Rest Location away from their Home Base.
Base Rate/ Base Remuneration	Shall mean the relevant rates as set out in Schedule 1.
Blank Line Roster	A roster or a line or lines in a roster where no known work is indicated (i.e. not Forecast Roster work).
Commencement Date	7 days after this Enterprise Agreement is approved by the Fair Work Commission.
Dayworker	Any Employee whose roster provides for ordinary hours to be worked on any day Monday to Friday between the hours of 0600 and 1800.
Duty Free Period	A period of time in which an Employee is not required to attend

(DFP)/ Not Required	work that does not conform to the hours of a Rostered Day Off (RDO), but does conform to all other conditions and payments related to an RDO.
Duty Cycle	For Train Crew Employees only, it shall mean a stand alone period of 4 weeks, where ordinary hours are averaged. The Duty Cycle consists of 152 ordinary hours.
Employee	A person who is employed in a full time, part time, fixed, task or casual basis by Pacific National Bulk Rail who is covered by clause A3.1(b) of this Agreement.
Employee Representative Committee	Established to consider matters including but not limited to the implementation of this Agreement as set out in clause A47 of this Agreement.
Forecast Roster	A roster where sign-on/off and shift lengths are provided.
FWC	Fair Work Commission
Home Base	The Employee's normal location where they commence their shift.
Local Working	Work performed in a depot's local area, including but not limited to relief, loading, shunting, shed, provisioning, preparing and working trains in the local area, which does not include working to a Barracks/ Rest Location.
Master Roster	Roster(s) that are permanently displayed at a location that show rostered days off and any known tasks or work.
Permanent Line	An allocated line on a roster.
Roster Committee	A group of Employees elected from a local classification specific workgroup to monitor, progress and assist in the development of a roster for their workgroup. The election process may be assisted by the employees representative or Union.
Roster Cycle	For Non Train Crew - the period of weeks an Employee's normal rostered hours are averaged over as agreed through the roster consultation process.
Shiftworker	For the purpose of the National Employment Standards and this Agreement, any Employee who works rostered shifts outside the hours of 0600 to 1800 Monday to Friday.
Total Remuneration	The aggregate of an Employee's Base Rate plus Aggregate Penalties and the Aggregate Allowances, or as outlined in clause B15.10(a), B16.8 and D5.2(a) of this Agreement, whichever is applicable.
Train Crew	An Employee who is covered by the Locomotive Driver classifications as set out in Section B or C of this Agreement.

A7 CONTRACT OF EMPLOYMENT

A7.1 General Principles and Undertakings

- (a) Pacific National Bulk Rail shall ensure that, as far as is operationally practicable, permanent full-time employment will be the main and preferred form of employment. Further, subject to the provisions contained in this Agreement, no Employee shall have their form of employment altered without agreement of the affected Employee(s).
- (b) Notwithstanding the above, Pacific National Bulk Rail may offer employment on one or more of the types of employment described at A7.1(c), A7.1(d), A7.2 and A7.3 below.
- (c) "Full-time Employees" are those who are engaged to work ordinary hours of nineteen hundred and seventy six hours (1976) per annum, inclusive of public holidays and annual leave hours. This is the equivalent of fifty-two weeks at thirty eight hours per week.
- (d) "Part-time Employees" are those (other than "Casual Employees") employed to work less than the ordinary hours of work for an equivalent Full-time Employee. Further, a Part-time Employee shall:
 - (i) Be engaged for no fewer than 4 hours per engagement;
 - (ii) Be entitled to pro rata accruals with respect to annual and long service leave;
 - (iii) Have the minimum number of hours agreed to in writing and may be required to work additional hours at ordinary rates up to a maximum of 38 hours;
 - (iv) Have any additional hours beyond 38 paid at the appropriate penalty rates.

A7.2 "Casual Employees" are Employees paid on an ad hoc basis by the hour. The minimum engagement on each instance shall be 4 hours. Casual Employees shall be entitled to the Base Rate of pay applicable to the equivalent full time classification (and Aggregate Allowance where applicable) plus an additional loading of 25%.

- (a) Casual Employees shall not be entitled to:
 - (i) Annual leave, personal/carer's leave or paid compassionate leave; or
 - (ii) Parental leave (unless the Casual Employees are entitled to parental leave in accordance with the Act); or
 - (iii) Public holidays (unless work is performed on a public holiday by the Casual Employee, in which case he/she will be entitled to the payment specified in clause A19.5(b); or
 - (iv) Redundancy payments.
- (b) Pacific National Bulk Rail may, at any time, offer a Casual Employee the opportunity to be appointed as a Full-time Employee or as a Part-time Employee, under terms provided for in this Agreement.

- (c) Where a Casual Employee has worked the equivalent ordinary hours of a Full-time Employee for a continuous period of 12 months he/she may seek to be appointed as a Full-time Employee or as a Part-time Employee. Where a Casual Employee seeks appointment under this sub-clause, Pacific National Bulk Rail will comply with such a request and make the appointment.
- (d) Any offer to convert the employment status of a Casual Employee must be in writing. The Casual Employee may elect to accept or to reject any offer made.
- (e) Where an offer is made and rejected, Pacific National Bulk Rail may seek to fill the position by other means.

A7.3 "Fixed term Employees" are engaged for a specific task or project (which may include the replacement of an Employee who is on leave) for a specified, fixed period of time and shall generally not be engaged for a period greater than 12 months.

A7.4 Job Sharing

- (a) The parties acknowledge the benefits of job sharing to both the Employees and to Pacific National Bulk Rail and agree to make all reasonable efforts to facilitate such arrangements where requested by Employees, subject to the reasonable needs of the business and any legal requirements.
- (b) The potential for any Employee to undertake job sharing will be dependent upon identifying another current Employee with similar qualifications and skills levels that will allow the pairing of individuals to share the position.
- (c) Employees undertaking a job sharing arrangement will be required to seek approval from their relevant manager/s, and sign a letter of agreement which confirms their work arrangements and also any conditions which have been varied from those outlined in this Agreement.
- (d) Where an Employee is unable to be paired with another Employee or an Employee already job sharing is left without a partner for any reason and an alternative cannot be found, the Employee may revert to a part time role or a full time role if a vacancy exists.
- (e) Where Employees have secondary employment outside of their job sharing position with Pacific National Bulk Rail, the Employee is obliged to advise Pacific National Bulk Rail so that the parties can ensure that the Employee is capable of arriving at work fit for duty.
- (f) Prior to a permanent full-time Employee entering into a job share or permanent part-time arrangement under this clause, the Employee will be provided with a letter outlining how pro-rata redundancy entitlements are to be calculated in the event that the Employee is retrenched.

A8 **PROBATIONARY EMPLOYMENT**

A8.1 A probationary period of up to six (6) months from the date of commencement will be applied to all new Employees, other than Casual Employees and Fixed term Employees engaged for less than a period of six months and will be outlined in their letter of engagement.

- A8.2** During the probationary period, the Employee's employment may be terminated by either the Employee or Pacific National Bulk Rail by providing two (2) week's written notice.
- A8.3** On commencing employment, probationary Employees will be advised as to the performance standards required, including the provision of regular performance reviews during the period of probationary employment.

A9 RECRUITMENT SELECTION AND INDUCTION

- A9.1** The selection process for filling position vacancies will be based on the merit principle. The merit of applicants will be determined by considering the abilities, competence, qualifications, experience, standard of work performance and work history of candidates, relative to the position.
- A9.2** Pacific National Bulk Rail will advertise all vacancies for positions covered by this Agreement, unless those vacancies are filled in accordance with prevailing policy related to redeployment or transfer of Employees.
- A9.3** All vacancies will be advertised internally within all Pacific National business divisions. At times, Pacific National Bulk Rail may also advertise a vacancy simultaneously internally and through media advertisements, recruitment agencies and other sources. Internal advertisements will include the position level from the classification structure contained in this Agreement and the salary level.
- A9.4** Where an offer is made to appoint Employees under the terms of this Agreement, following advertising, the offer will be in writing in the form of a letter of engagement which shall contain the following:
- (a) Position, level and title contained in this Agreement;
 - (b) Appointment date;
 - (c) Salary level; and
 - (d) That in addition to the terms of the letter of engagement, this Agreement applies to the Employee's employment.
- A9.5** Pacific National Bulk Rail will ensure that all Employees are appropriately inducted into their workplace following appointment.
- A9.6** All selections will reflect Pacific National Bulk Rail's commitment to equal employment opportunity and the elimination of unlawful discrimination.
- A9.7** Pacific National Bulk Rail will provide training relevant to job/position requirements and Employee needs that is aligned to the Transport and Logistics Industry Training Package. Certificates and statements of attainment will be issued to Employees upon satisfying the requirements of the specific training.
- A9.8** Certificate IV in Train Driving
- (a) Permanent Employees:

Within 24 months of the Commencement Date or an Employee's commencement date at the relevant classification level (whichever is later),

Pacific National Bulk Rail will offer to train and assess all permanent Employees classified as Level 4 or Level 5 (Part B) and Level 5 or Level 6 (Part C), to a level up to Certificate IV In Train Driving.

(b) Casual Employees:

Within the Relevant Period, Pacific National Bulk Rail will offer to train and assess all casual Employees classified as Level 4 or Level 5 (Part B) and Level 5 or Level 6 (Part C) to a level up to Certificate IV in Train Driving if the Casual Employee has:

- (i) worked regular and systematic hours for Pacific National Bulk Rail for a continuous period of 2 years (which will include any relevant period prior to the Commencement Date); or
 - (ii) is converted to a permanent Employee under sub-clause A7.2(c).
- (c) For the purpose of this clause, the 'Relevant Period' means 24 months from when the Casual Employee becomes entitled to the Certificate IV training under clause A9.8(b), but can not commence before the Commencement Date.

(d) Training

The training and assessment undertaken will be as determined by Pacific National Bulk Rail and will align with the relevant Australian Qualification Framework training package.

A10 HOURS OF WORK

A10.1 The ordinary hours of work, for a Full-time Employee, are one thousand, nine hundred and seventy six hours (1976) per annum. This is equivalent to fifty-two weeks at thirty-eight ordinary hours per week. The annual ordinary hours are made up as follows:

- (a) Ordinary working hours;
- (b) Public holidays as defined in clause A19; and
- (c) Any approved leave as described in this Agreement.

A10.2 While public holiday hours are included in the total hours outlined above, where an Employee is rostered to work on a public holiday they are required to attend for work and undertake activities as rostered, subject to the provisions of the Act.

A10.3 In addition to the ordinary hours specified above, an Employee may be required to work reasonable overtime (with the exception of working on rostered days off (RDOs)) for payment of overtime penalty rates (as further outlined in Sections B, C or D respectively).

A10.4 An Employee may decline to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:

- (a) Any risk to an Employee's health and safety that may reasonably be expected to arise if the Employee worked the additional hours;

- (b) The Employee's personal circumstances (including any family responsibilities);
- (c) The operational requirements of Pacific National Bulk Rail in relation to which the Employee is required or requested to work the additional hours;
- (d) Any notice given by Pacific National Bulk Rail of the requirement or request that the Employee work the overtime;
- (e) Any notice given by the Employee of their inability to work the overtime;
- (f) Whether any additional hours are on a public holiday;
- (g) The Employee's hours of work over the Duty Cycle or Roster Cycle ending immediately before the Employee is required or requested to work the additional hours; and
- (h) Any other relevant matter.

A11 HIGHER DUTIES

- A11.1** Where Employees perform work that falls within a higher classification level, they will be entitled to be paid at the higher classification level inclusive of the applicable APM for the shift / shifts during which the work was performed.
- A11.2** While acting in a position for eight (8) weeks or more, all leave taken during the period of acting in the position shall be paid at the higher rate.

A12 STAND DOWN

- A12.1** Pacific National Bulk Rail may stand down Employees without pay for any time during which they cannot usefully be employed in their normal position because of any cause for which Pacific National Bulk Rail cannot reasonably be held responsible.
- A12.2** For emergency situations, each affected Employee, and if the Employee so chooses, a representative, which can include the Union, must receive written notice (which may include email) outlining the date on which the stand down is to commence, the reasons for the stand down and the expected duration of the stand down. This advice is to be provided at least two (2) clear days prior to the stand down commencing.
- A12.3** In circumstances where Pacific National Bulk Rail is aware in advance that Employees will be required to be stood down - for example, planned maintenance - then Pacific National Bulk Rail must give affected Employees and their Union at least twenty one (21) clear days' notice.
- A12.4** As soon as practicable and prior to the stand down commencing, Pacific National Bulk Rail will consult with the affected Employees and the Union. In this regard, the performance of useful work shall be discussed together with the performance of any training and reaccreditation that may be required by Pacific National Bulk Rail. The Pacific National NSW/ Vic General Manager will have a conversation with the State Secretary of the Employees' Union to discuss the proposal and examine if all reasonable steps have been taken in order to avoid such stand downs.

- A12.5** Any Employee stood down in accordance with this clause may, at any time during the stand down, terminate their employment without notice and shall be entitled to receive, as soon as possible, any payments to which they are entitled up to the time of the resignation, without default of the Employee.
- A12.6** Any Employee who is stood down in accordance with this clause shall be at liberty to take other employment and, in the event of doing so, Pacific National Bulk Rail shall not require the Employee to attend work until the Employee has worked out a period of notice where required to do so by the other employer.
- A12.7** Employees who are stood down under this provision shall be treated for all purposes (other than payment) as having continuity of employment.
- A12.8** An Employee who is stood down in accordance with this clause may elect to take leave or other time owed by Pacific National Bulk Rail for the period of the advised stand down notification. For clarity, leave does not include personal/carer's leave.
- A12.9** An Employee who is stood down and takes annual leave will be reaccredited with the total period of annual leave impacted if they agree to return to work within the elected annual leave period as outlined in clause A12.8.
- A12.10** Notwithstanding any other provision of this clause, Pacific National Bulk Rail shall not be entitled to deduct any payment for any public holiday which occurs during a period of stand down.

A13 SUPERANNUATION AND SALARY SACRIFICE

- A13.1** For Employees who were employed by FreightCorp immediately prior to the commencement of their employment with Pacific National Bulk Rail, Pacific National Bulk Rail shall continue to be a participating member of the following complying funds:
- (a) State Authorities Superannuation Scheme;
 - (b) First State Super;
 - (c) State Superannuation Scheme; or
 - (d) State Authorities Non Compulsory Superannuation Scheme.
- A13.2** 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 Bulk Rail shall continue to be a participating member of the following complying funds:
- (a) The Revised Scheme;
 - (b) The New Scheme;
 - (c) The Transport Scheme, and
- these funds are administered by the Emergency Services and State Super (ESSS).
- A13.3** For all other Employees, Pacific National Bulk Rail will continue to be a participating member of the AustralianSuper (previously known as Superannuation Trust of

Australia (STA)). Pacific National Bulk Rail will provide superannuation benefits as required by law by making payments to the AustralianSuper or to another complying fund nominated by the Employee.

A13.4 Salary sacrifice is available for Employee contributions if the Employee so chooses, subject to the rules of the relevant fund and applicable legislation and also for the sacrifice of salary continuance insurance.

A14 DISCIPLINARY PROCEDURES

A14.1 Disciplinary measures are implemented within the context of an overall performance management approach. Employees will at all times be accorded procedural fairness and if the Employee so chooses, a representative will be present which may include a union delegate.

A14.2 Before implementing disciplinary measures, Pacific National Bulk Rail will;

- (a) Gather and analyse any material relevant to the performance issue subject to the disciplinary measures and give the Employee a copy;
- (b) Advise the Employee of the allegation(s) of inappropriate performance or behaviour in writing; and
- (c) Provide the Employee with an opportunity to respond to any allegation(s).

A14.3 During the investigation described above, Pacific National Bulk Rail may suspend the Employee with pay, during part or all of the investigation and will endeavour to limit the period of time an Employee is suspended without compromising the integrity of the relevant investigation.

A14.4 In implementing disciplinary action, Pacific National Bulk Rail may:

- (a) Issue a verbal or written caution, warning or reprimand; or
- (b) Impose a temporary reduction in position or classification level and/or pay (for a period of up to twelve months) which may include a written caution or warning. When this option is implemented, the Employee will be required to undertake work activities in accordance with the classification level to which they have been regressed; or
- (c) Suspend an Employee from duty, which may include a written caution or warning, with or without pay for a maximum period of 4 weeks; or
- (d) Dismiss an Employee.

A14.5 A record of the above disciplinary action will be noted on the Employee's file.

A14.6 For Employees covered by the classifications in SECTION C of this Agreement or SECTION D who are employed within the Coal business, any reprimand or written warning will have no direct bearing on any further disciplinary action after 12 months has expired.

A14.7 With the exception of a termination, any Employee who has a grievance in relation to the application of this clause shall follow the Dispute Settling Procedure outlined in clause A32 of this Agreement.

A15 TERMINATION OF EMPLOYMENT

A15.1 An Employee's employment (other than a Casual Employee) will be terminated with the following period of notice:

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

For Employees over 45, the notice period specified in clause A15.1 above will be increased by 1 week.

A15.2 In circumstances where the Employee terminates their employment, the Employee's obligations with respect to notice shall be as set out above at A15.1.

A15.3 If Pacific National Bulk Rail so chooses, the Employee shall receive a payment in lieu of working the notice period.

A15.4 Notwithstanding clause A15.1, Pacific National Bulk Rail has the right to terminate an Employee's employment without notice if the Employee is guilty of serious misconduct.

A15.5 A Casual Employee may be terminated with the provision of one (1) day's notice.

A16 ABANDONMENT OF EMPLOYMENT

A16.1 Where an Employee is absent from duty for more than five (5) days this shall be considered prima facie an abandonment of employment.

A16.2 However prior to Pacific National Bulk Rail confirming the termination, Pacific National Bulk Rail must make every effort to contact the Employee including writing to the Employee, at the last known address, advising the Employee that their employment will be terminated should the Employee fail to contact their supervisor within a further five (5) business days of the date of the letter.

A16.3 If no response is received, Pacific National Bulk Rail shall confirm the abandonment of employment.

A17 REDUNDANCY

A17.1 A redundancy occurs in a circumstance where Pacific National Bulk Rail decides that it no longer requires the position that an Employee has been doing to be done by anyone and there is no suitable alternative position for the Employee. A redundancy is not triggered by the ordinary and customary turnover of labour.

A17.2 For the purpose of clause A17.1 a suitable alternative position includes, but is not limited to, the following:

- (a) a position which is suitable given the Employee's skill base, competence and experience or is suitable after the provision of appropriate training and such training is offered by Pacific National Bulk Rail (or such other person) to the Employee at no cost to the Employee; and
 - (b) Attracts the same or no less favourable terms and conditions of employment overall.
- A17.3** Without limiting the terms of clause A17.2 above, a suitable alternative position may be a position:
- (a) Elsewhere within Pacific National Bulk Rail's operations; or
 - (b) With another related entity to Pacific National Bulk Rail; or
 - (c) With an unrelated entity in circumstance where Pacific National Bulk Rail has sold all or part of its business.
- A17.4** Where Pacific National Bulk Rail decides that it no longer requires the position an Employee has been doing to be done by anyone, Pacific National Bulk Rail:
- (a) Shall undertake consultation, as outlined in clause A31 of this Agreement;
 - (b) Shall explore opportunities for suitable alternative employment;
 - (c) Shall call for expressions of interest in suitable alternative employment and/or voluntary redundancy, where appropriate, from other Employees. Pacific National Bulk Rail has the right to accept or reject expressions of interest from individual Employees.
- A17.5** Pacific National Bulk Rail will, as far as reasonably practicable, endeavour to mitigate the effect of redundancies by facilitating voluntary redundancy swaps across Pacific National Bulk Rail's NSW Bulk and Coal businesses prior to selecting Employees for involuntary redundancy. In doing so, the Employees need to be at the same or corresponding classification level. Pacific National Bulk Rail may consider voluntary redundancy swaps that are not at the same or corresponding classification level subject to operational requirements.
- A17.6** In the event Pacific National Bulk Rail is able to facilitate a job swap in accordance with clause A17, a voluntary redundancy will not be treated as a genuine redundancy for taxation purposes, as required by law.
- A17.7** In the event that there are too many candidates for voluntary redundancy swaps, then Pacific National Bulk Rail at its absolute discretion will decide which voluntary redundancy candidate/s will be chosen.
- A17.8** Subject to clause A17.4(c), Pacific National Bulk Rail shall make offers to Employees for suitable alternative employment, voluntary redundancy and/or initiate involuntary redundancy, as appropriate, following consideration of all of the criteria outlined in this clause.
- A17.9** Selection for redundancies shall be made having regard to the following criteria:
- (a) Pacific National Bulk Rail's needs for competencies;
 - (b) Employee qualifications;

- (c) Employee past work performance and experience;
- (d) An Employee's suitability for Pacific National Bulk Rail's future needs; and
- (e) Any expressions of interest for voluntary redundancy.

A17.10 Severance payments are payable upon termination on account of redundancy and are in addition to:

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

A17.11 Severance payments shall:

- (a) Be calculated on the Employee's Base Rate at the time of termination;
- (b) Be paid on a pro rata basis for part years of service. Pro rata shall be calculated to the day.
- (c) Comprise of a rate of payment of four weeks' pay per year of service up to a maximum of eighty weeks, calculated on the Base Rate. To avoid doubt, an Employee's prior service includes any previous continuous service with FreightCorp or National Rail Corporation. With respect to previous continuous service with FreightCorp, this includes prior continuous service with NSW Government Agencies.
- (d) Where an Employee has been offered an alternative position which would require the Employee to relocate, irrespective of whether that position is suitable or otherwise, and the Employee chooses to accept the offer of employment in lieu of accepting a redundancy, Pacific National Bulk Rail shall offer to pay the Employee's relocation expenses, as set out in clause A33 to a maximum of \$34,000.00 provided however that the cost of relocation shall be no more than 75% of the cost of the redundancy.

A18 ANNUAL LEAVE

A18.1 Employees are entitled to annual leave in accordance with the Act and as set out below.

- (a) A Dayworker shall receive 4 weeks annual leave being the equivalent to 152 hours;
- (b) Shiftworkers shall receive 5 weeks annual leave being the equivalent to 190 hours.

A18.2 An Employee's entitlement to annual leave accrues progressively during a year of service according to an Employee's ordinary hours of work, and accumulates year to year.

A18.3 Annual leave loading is included in the Aggregate Penalties payment.

- A18.4** Annual leave is normally applied for, 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 Bulk Rail.
- A18.5** For all Employees, when annual leave is taken in fewer than 1 week blocks, it will be deducted from the Employee's accrual at 7.6 hours for each day of leave taken. Otherwise all annual leave will be deducted, from the Employee's accrual of annual leave, at 38 hours per week.
- A18.6** Where a public holiday falls during a period of annual leave, Pacific National Bulk Rail will credit the Employee with an additional day of annual leave.
- A18.7** Leave should be taken in the year following its accrual. For this to happen, Pacific National Bulk Rail will develop rosters, in consultation with affected Employees. Employees must take leave in accordance with leave rosters and may accumulate up to 1.5 years leave entitlement.
- A18.8** Employees may, subject to approval by Pacific National Bulk Rail, exchange rostered blocks of annual leave with other Employees in the same position. Exchanges must not create operational constraints and must be cost neutral to Pacific National Bulk Rail. Subject to these conditions, Pacific National Bulk Rail will not unreasonably withhold approval.
- A18.9** Where an Employee believes that special circumstances exist, they may apply to their manager to defer the taking of their annual leave for up to twelve months. Applications to defer annual leave should be made prior to the posting of the annual leave roster and approval by Pacific National Bulk Rail is subject to the operational needs of the business.
- A18.10** Payment of accrued leave, including upon termination, will be made at the Total Remuneration rate.
- A18.11** The Parties acknowledge that if, in a particular respect, the Act provides a more favourable outcome for Employees than the entitlements in this clause, then the Act prevails.
- A18.12** Employees' annual leave may be taken in any combination of 7-days based on a calendar week.
- A18.13** Cashing Out of Annual Leave
- (a) Employees may, with the agreement of Pacific National Bulk Rail, cash out accrued annual leave as follows:
- (i) Each request made by an Employee must be agreed to in writing by Pacific National Bulk Rail; and,
 - (ii) An Employee may only cash out accrued annual leave in excess of the equivalent of one (1) years entitlement. That is, after cashing out, an Employee must have no fewer than the equivalent of one (1) years entitlement of accrued annual leave.
 - (iii) The Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.

A19 PUBLIC HOLIDAYS

A19.1 Due to the nature of the work performed by Pacific National Bulk Rail 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.

A19.2 All Employees shall be entitled to the following public holidays without loss of pay:

- (a) New Year's Day; Good Friday; Easter Monday; Christmas Day; Boxing Day; Australia Day; Anzac Day; Queen's Birthday, Eight Hours' Day (Labour Day); and
- (b) Excepting Shiftworkers who shall also be entitled to, on the same basis as above, Easter Saturday; and
- (c) Bank Holiday (which shall be taken on 31 December of each year); and
- (d) Any other days gazetted by NSW. Such days however shall not include those excluded by the regulations of the Act.

A19.3 Substitution for Dayworkers

- (a) Where Christmas Day and/or Boxing Day falls on a Saturday or Sunday, then the next Monday and/or Tuesday shall be substituted as the public holiday.
- (b) Where Anzac Day; Australia Day; New Years Day fall on a Saturday or Sunday then the following Monday shall be substituted as the public holiday.
- (c) Where 31 December falls on a Saturday or Sunday, then the previous Friday shall be substituted as the public holiday.

A19.4 Substitution for Shiftworkers

- (a) Where the government gazettes an alternative public holiday, (e.g Christmas Day falls on a Saturday but the Government changes the public holiday to Monday), it is agreed that Shift workers will substitute the public holiday for the original day, (i.e. Christmas Day is Saturday so Saturday will be the public holiday). This applies even in the instance that the Government gazettal notices specify the substituted date which is different to the original day.
- (b) In the instance where two public holidays happen to fall on the same day (Anzac Day and Good Friday) the next weekday that is not a gazetted public holiday will be classified as the second Public Holiday.

A19.5 Payment:

- (a) Shiftworkers have compensation included in their annual cycle of hours (i.e. 1976 hours) for public holidays set out in sub clause A19.2
- (b) Employees shall receive their normal fortnightly pay of 76 hours plus the additional payments as indicated in the following table:

	Shift workers		Day workers
	Train Crew	Non Train Crew	
1. Has a rostered Day Off	An additional payment of 7.6 hours or option to bank a DIL.	An additional payment of 7.6 hours. In addition to above, non Train Crew: 1. Previously covered by the Pacific National Operation Services Union Collective Agreement 2006 shall be entitled to a day off in lieu (DIL). 2. Previously covered by the Pacific National Southern Coal Union Collective Agreement 2006 shall be entitled to a day off in lieu (DIL).	Receive their normal pay.
2. Is available to be rostered to work but is given the day off i.e. Duty Free Period/ Not Required.	An additional payment of 7.6 hours or option to bank a DIL.	An additional payment of 7.6 hours or option to bank a DIL.	Receive their normal pay.
3. Is rostered to work and works.	150% for all hours worked on the PH If a DIL option is taken 7.6 hours is banked and an additional payment of 50% of 7.6 hours plus 150% for all hours worked over 7.6.	150% for all hours worked on the PH Or if the DIL option is taken the hours worked on the PH are banked and an additional payment of 50% for all hours worked on the public holiday will be made.	150% for all hours worked on the PH or the option to bank a DIL. If the DIL option is taken an additional payment of 50% for all hours worked on the public holiday will be made.
4. Works an overtime shift	Overtime penalty multiplier for all hours worked for the shift. An additional payment of 7.6 hours for the PH.	Overtime penalty multiplier for all hours worked for the shift. An additional payment of 7.6 hours for the PH.	Overtime penalty multiplier for all hours worked for the shift. An additional payment of 7.6 hours for the PH.
5. Has been rostered but job is cancelled on the day and no further work is available	150% for minimum shift length. Plus an additional payment of 7.6 hours for the PH or the option to bank a DIL.	150% penalty payment applied to the minimum shift length. Plus an additional payment of 7.6 hours for the PH or the option to bank a DIL.	Receive their normal pay.

“PH” = Public Holiday (as defined in clause A19.2), “DIL” = day in lieu

- A19.6** Days Off In Lieu (DIL) can be accumulated and banked as per the above table for taking at a later date either as single days or with rostered blocks of annual leave. Subject to clause A19.7, an Employee's DIL balance must be cleared before they return from their rostered block of annual leave or by the 30 November (Relevant Date) of every year.
- A19.7** An Employee can request, and Pacific National Bulk Rail will not refuse, to exhaust accumulated DILs after the Relevant Date by attaching them to upcoming rostered annual leave up to 12 months after the Relevant Date.
- A19.8** When a DIL is taken, payment is at 7.6 hours for blank line rosters and rostered hours for all other rosters.
- A19.9** When a DIL is taken, there will be no reduction to the APM and aggregate penalty payment for that Duty Cycle.
- A19.10** For Train Crew, when a DIL is taken, 7.6 hours will be credited to the Duty Cycle
- A19.11** An Employee must nominate in writing on an annual basis of their intention to accumulate DIL rather than receive payment for a public holiday. Any Employee who has not nominated will by default receive payment for public holidays.
- A19.12** Where a public holiday falls during a period of annual leave and/or Long Service Leave, Pacific National Bulk Rail will provide the Employee with an additional day of leave.
- A19.13** An Employee may apply for their accumulated DIL to be cashed out due to genuine hardship reasons. If approved, DIL will be cashed out at accumulated hours at Base Rate.

A20 LONG SERVICE LEAVE (“LSL”)

- A20.1** Subject to clause A20.11 or A20.12 below, Employees will be entitled to four hundred and fifty-six (456) hours, equivalent to twelve (12) weeks of paid long service leave, following a period of ten (10) years continuous employment.
- A20.2** Subject to clause A20.11 or A20.12 below, for each year of additional service above ten years, long service leave will accrue at the rate of fifty (50) hours of leave per year of service thereafter.
- A20.3** In those states where the relevant legislation concerning Long Service Leave so allows, an Employee may elect to receive a cash payment in-lieu of taking long service leave, subject to agreement by Pacific National Bulk Rail. The cashing out of long service leave is subject to the Employee retaining a bank of at least one hundred and fifty-two (152) hours long service leave to be taken for recreational purposes.

- A20.4** In the event of a termination for Employees who have in excess of five (5) years service but who have not yet qualified for LSL as per clause A20.1, any pro rata LSL accrued for such service will be paid out. If the termination is for misconduct or disciplinary reason, no payment shall be made.
- A20.5** Employees will apply for long service leave and Pacific National Bulk Rail will roster the approved long service leave on the basis of the number of calendar days to be taken. Applications to take long service leave must be made at least one (1) months prior to the expected commencement date for approval by the relevant manager. The Employee will be advised within two (2) weeks of the application being made whether it has been successful or not. Subject to mutual agreement between an Employee and their manager, this period of notice may be reduced.
- A20.6** Pacific National Bulk Rail will not unreasonably withhold approval of long service leave. Where more than one application to take long service leave is received at a location for the same time period, consideration and approval will be treated on a "first in first served" basis, where operational difficulties do not provide for all Employees to take leave at the same time.
- A20.7** Pacific National Bulk Rail can roster LSL following consultation with the Employee and/or their representative provided that a minimum of 4 weeks notice is given prior to the commencement of the requirement to take the LSL.
- A20.8** Long service leave will be paid at the Base Rate and as per legislation as varied or amended from time to time
- A20.9** Long Service Leave is normally applied for, rostered and taken in blocks of one or more calendar weeks. Any such request is subject to approval by Pacific National Bulk Rail.
- A20.10** Employees may apply to take long service leave at half pay only under the following circumstances:
- (a) After the birth/adoption of a child and all Parental Leave has been exhausted.
 - (b) After an Employee or an immediate family member has been diagnosed with a terminal illness and has exhausted all Personal/Carers leave.
- A20.11** Special provisions for some former National Rail Employees:
- (a) This provision relates to Employees who were employed by PN (ACT) Ltd at 27 February 2004. For these Employees the long service leave outlined in A20.1 and clause A20.2 will be paid at the Total Remuneration.

A20.12 Special provisions for some former FreightCorp Employees:

- (a) This provision relates to Employees who were employed by FreightCorp as at 21 February, 2002 and who have had continuous service since that date with Pacific National Bulk Rail. These Employees have the following entitlement to long service leave in place of the provisions outlined in clause A20.1 and clause A20.2, above:
 - (i) Two calendar months of paid leave after ten (10) years service;
 - (ii) Fifteen (15) calendar days leave for each additional year of service beyond ten (10) years;
 - (iii) All book-off days and weekends are considered part of the leave and are not paid separately;
 - (iv) Long Service Leave for these Employees is paid at the Base Rate.

A21 **PERSONAL CARER'S LEAVE**

A21.1 The paid personal / carer's leave entitlement for a permanent full-time Employee is one hundred and fourteen (114) hours per annum, which is equivalent to fifteen (15) days at 7.6 hours per day and shall accrue at the rate of 9.5 hours per month. Any untaken leave will accumulate from year to year, without limit.

A21.2 Part-time Employees will receive a pro-rata allocation of personal / carer's leave.

A21.3 Employees are required to provide a medical certificate (or statutory declaration in circumstances where it is not practicable to obtain a medical certificate) when personal/carer's leave:

- (a) Exceeds three (3) working days for all Employees other than those Employees who were previously covered by the Pacific National Northern Coal Union Collective Agreement 2006 who shall be required to produce a medical certificate or statutory declaration after two (2) working days; or
- (b) If a Pacific National Bulk Rail manager doubts whether an Employee's previous absences from work are due to genuine illness or injury, the Employee may be required to provide medical certificates for every personal/carer's leave absence within a defined period of up to twelve (12) months.

A21.4 Unless provided for in this clause, the operation of personal/carer's leave will be in accordance with the provisions of the Act. This includes, but is not limited to, provisions of the Act regarding:

- (c) The method or manner required for taking personal/carer's leave; and

- (d) The provision of documentary evidence regarding personal/carer's leave.
- A21.5** All payments for personal / carers leave will be based on the following:
- (a) Total Remuneration for up to seventy six (76) hours per annum;
 - (b) Total Remuneration for continuous blocks of leave of seventy six (76) hours or more;
 - (c) Base Remuneration for hours in excess of 76 hours per annum.
- A21.6** Each shift in respect of which personal / carer's leave has been approved will be deducted on the following basis:
- (a) For Train Crew, each shift in respect of which personal / carer's leave has been approved will be deducted from the hours of work cycle at the rate of 7.6 hours per shift or rostered hours, in which case the rostered hours will be deducted from the Employee's personal carer's leave accrual. The Employee concerned will advise his/her supervisor at the time of taking the leave as to which option shall be applied.
 - (b) For all other Employees, personal / carer's leave deductions will be made in accordance with the rostered hours.
- A21.7** If an Employee has taken personal leave on the basis of an illness or injury; and it is considered necessary by Pacific National Bulk Rail that the Employee attend a medical examination in respect of the illness or injury prior to returning to work, the Employee may be required to attend a medical examination in respect of the illness or injury, conducted by a medical practitioner nominated by Pacific National Bulk Rail. Pacific National Bulk Rail will meet the cost of examination and any travelling costs. The Employee shall receive their normal Total Remuneration for any time lost due to the examination process their sick leave bank shall not be debited.
- A21.8** If an Employee becomes ill or injured whilst on annual leave, personal / carer's leave shall be approved and the Employee's annual leave shall be re-credited.
- A21.9** If an Employee becomes ill while on long service leave, personal / carer's leave may be approved and long service leave re-credited in the following circumstances:
- (a) Where the illness extends more than seven calendar days; and
 - (b) The Employee has contacted their manager / supervisor within three (3) days of becoming sick; and
 - (c) The illness is supported by a medical certificate.

A21.10 This provision only applies for illness. It does not apply to injuries sustained on long service leave.

A21.11 Medical retirement

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

(b) Where medical retirement is progressed, the Employee will either:

(i) Utilise all of the Employee's accumulated personal/carer's sick leave prior to a medical retirement taking effect; or

(ii) Pay the employee the balance of their accrued paid personal/carer's leave upon termination (in addition to all other entitlements due on termination).

(c) This provision does not apply to an Employee on worker's compensation as they are not entitled to take accumulated personal / carer's leave before medical retirement.

A21.12 Sick Leave pending Worker's Compensation

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

A22 UNPAID CARER'S LEAVE

A22.1 The entitlement to unpaid carer's leave will be in accordance with the Act.

A22.2 An Employee is entitled to a period of up to two (2) days unpaid carer's leave for each occasion when a member of the Employee's immediate family, or a member of the Employee's household, requires care or support during such a period because of:

(a) A personal illness, or injury, of the member; or

(b) An unexpected emergency affecting the member.

A22.3 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 Bulk Rail.

- A22.4** Unpaid carer's leave is only available when an Employee has exhausted their entitlement to paid carer's leave or has no entitlement to paid carer's leave.
- A22.5** Notice of the taking of unpaid carer's leave is expected to be given to Pacific National Bulk Rail prior to the commencement of the Employee's shift, but where this is not possible, as early as is reasonably practicable to do so.
- A22.6** If the care or support required is because of a personal illness, or injury, a medical certificate from a registered health practitioner will be provided by the Employee where it is reasonably practicable to do so otherwise a statutory declaration shall be adequate which includes a statement to the effect that the Employee requires (or required) leave during the period to provide care or support to the member of their household because the member requires (or required) care or support during the period because of:
- (a) A personal illness, or injury of the member; or
 - (b) An unexpected emergency affecting the member.

A23 TRAUMA LEAVE

- A23.1** Where an Employee is directly involved in a fatal or serious accident or event defined as a "critical incident" and the Employee is themselves not physically injured in the accident or event, they will be provided with a minimum of two (2) days paid trauma leave. Additional days will be determined by a qualified medical practitioner after attending a compulsory medical or other counselling. The Employee will be given a choice of approved practitioners and /or counsellors. Trauma leave will be paid at Total Remuneration.
- A23.2** For the avoidance of doubt, Casual Employees are entitled to a minimum of 2 days paid trauma leave in the circumstances outlined in sub-clause A23.1 above. Payment will be 7.6 hours per day at Total Remuneration.

A24 COMPASSIONATE LEAVE

- A24.1** Employees are entitled to 2 days compassionate leave per occasion. The rules for the taking of compassionate leave are set out in the Act and are incorporated into this Agreement.
- A24.2** Notwithstanding the provisions of clause A24.1 above, paid leave of up to 5 days will be available where a death involves the Employee's spouse or partner or former spouse or child (which child will include a step, foster or adopted child) or parent, or step parent, grandparent or grandchild of either the Employee or their spouse and brothers and sisters of either the Employee or their spouse.

A24.3 Compassionate leave shall be paid at the Total Remuneration.

A25 PARENTAL LEAVE

A25.1 The following parental leave is provided to Employees who have at least twelve (12) months continuous service:

- (a) Maternity leave: A maximum of fifty-two (52) weeks leave made up of six (6) weeks paid leave and forty-six (46) weeks unpaid leave;
- (b) Paternity leave: A maximum of fifty-two (52) weeks leave made up of one (1) week paid leave and fifty-one (51) weeks unpaid leave.

A25.2 An Employee who resumes duty following maternity leave will be eligible for a special payment of up to two hundred and ten (210) hours pay at Base Remuneration. This payment will be paid in fortnightly instalments of nineteen (19) hours for each full fortnight worked on resumption from maternity leave.

A25.3 Employees are entitled to parental leave in accordance with the relevant provisions of the Act which, for the avoidance of doubt, includes adoption leave.

A25.4 Where paid forms of leave, i.e. annual leave, long service leave, are taken in conjunction with parental leave, the total duration of leave can not exceed fifty two (52) weeks.

A25.5 Paid parental leave referred to in sub-clause A25.1 shall be paid at the Base Rate.

A26 LEAVE WITHOUT PAY

A26.1 Pacific National Bulk Rail may approve leave without pay subject to the needs of the business and at the discretion of the Employee's manager. Periods of leave without pay shall not exceed twelve (12) months.

A27 JURY SERVICE

A27.1 Employees called for jury duty will be provided leave for the period of their attendance.

A27.2 Payment for leave for jury service will be made at Total Remuneration.

A28 SPECIAL LEAVE

A28.1 Special leave is paid leave which enables Employees to participate in community activities, deal with public emergencies or be involved in other special situations not covered by other forms of leave provided.

A28.2 Each application for leave under this provision will be assessed on its merits. Approval will be granted subject to the operational requirements

of the work unit or team. Pacific National Bulk Rail will not unreasonably withhold such approval.

A28.3 Special leave is paid at the Base Rate.

A29 DEFENCE LEAVE

A29.1 Pacific National Bulk Rail will provide unpaid leave for defence force reservists in accordance with the requirements set out in the Defence Reserve Service (Protection) Act 2001.

A30 DOMESTIC VIOLENCE LEAVE POLICY

A30.1 Pacific National Bulk Rail will consult with Employees, and the ARTBIU, regarding the introduction of a domestic violence leave policy. This policy will not form part of, or be incorporated into this Agreement.

A31 CONSULTATION AND CHANGE

A31.1 Consultation:

- (a) The Parties are committed to pursue all opportunities to adopt the world's best practices through modern technology and continuous improvement to all aspects of Pacific National Bulk Rail's operations.
- (b) Levels of manning, equipment and methods of operation may be varied from time to time by Pacific National Bulk Rail to reflect the need for safe work practices, improved technology, and new types of machinery or systems, customer service needs or for any other reason.
- (c) Pacific National Bulk Rail having made a definite decision that it intends to proceed with any significant change, or proposes to introduce a change to the regular roster or ordinary hours of work, shall issue a notification, in writing, advising:
 - (i) The affected Employees, or their representatives and their union;
 - (ii) The nature of the change;
 - (iii) The reason for it;
 - (iv) The timing of it; and
 - (v) Any other relevant information.
- (d) Pacific National Bulk Rail shall allow the Employee, their representative and the union, an opportunity to express their view or concerns. In relation to a proposal to introduce a change to the regular roster or ordinary hours of work, Pacific National Bulk Rail will invite the Employees to give their views about the impact of the change (including any impact in relation to their family or carer

responsibilities). Pacific National Bulk Rail will allow Employees, their representative and their union to actively participate in the consultative process. That is, allow for the reasonable release and payment of Employees to attend meetings and access to entitlements as provided for in this Agreement.

- (e) Pacific National Bulk Rail shall genuinely consult and consider any views or advice from the Employees, their representative and their union in relation to the proposed change and provide written reasons addressing concerns raised by Employees and/or Employee representatives, including in the case of a proposed change to the regular roster or ordinary hours of work, any impact raised by an Employee in relation to their family or carer responsibilities.
- (f) This consultative process must be completed within a period of 14 days from the date of notification by Pacific National Bulk Rail as set out in clause (c) above, subject to the provisions of (d) being complied with. Failure to comply with the provisions of (d) will delay and or extend the 14 day period accordingly.
- (g) Should Pacific National Bulk Rail fail to provide the notification as required in clause (c) above Pacific National Bulk Rail shall not implement any of the proposed changes until such time that the proper notification of change has been provided and the consultation process set out in sub clause (d) has been complied with.
- (h) Further, where Pacific National Bulk Rail has failed to engage in any consultation what so ever with the affected Employees, their representative or their Union may issue Pacific National Bulk Rail, within 7 days of the non compliance, with a notice of dispute, in writing, setting out the reasons for the dispute in the form set out in Schedule 2 of this Agreement. Upon receiving such notice of dispute Pacific National Bulk Rail will not implement the change and/or cease the change should it have been already implemented.
- (i) It is agreed between the Parties that after the above notification and consultation process has satisfactorily taken place, Pacific National Bulk Rail, may implement change after a further fourteen (14) days.

A31.2 Significant Change

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

the Pacific National Bulk Rail Drug and Alcohol, Fatigue Management and Communications and Monitoring policies subject to clauses A44, A45 and A46.

A31.3 Right To Conciliation

- (a) Notwithstanding the above, once the notification has been provided or consultation has commenced in accordance with this clause, a Party may notify FWC of a dispute, in accordance with clause A32, with respect of the proposed change. In such circumstances, clause A32.2(a) to A32.2(e) need not be followed.

A31.4 Right to Arbitration

- (a) A Party shall have the right to request that FWC arbitrate a dispute arising under this clause in circumstance where a Party has failed to follow the notification and or the consultation process outlined in clause A31.1(c) and A31.1(d) above.
- (b) The Employees with their representatives shall have a further right to arbitrate a dispute where Pacific National Bulk Rail have introduced the change and the provisions of clause A31.1(h) have been enacted.

A32 RESOLUTION OF DISPUTES

A32.1 Employees may be represented at any stage of the resolution of disputes process by a representative of their choosing which representative may include a union.

A32.2 Where a dispute or grievance arises between Pacific National Bulk Rail and its Employees in relation to the application of this Agreement or other workplace change, the following will occur:

- (a) Where a person or their representative wish to lodge a dispute or grievance it must be done so in writing in the form as set out in Schedule 2 of this Agreement.
- (b) Where the person or their representative who lodges the dispute / grievance elects to commence the dispute settling process with this step, the Employee(s) who is (are) affected by the decision will discuss the matter with their immediate manager (or their nominee).
- (c) The issues raised will be considered and the Employee who lodged the notice will be given a response within 24 hours. This response will be in writing.
- (d) If the dispute / grievance remains unresolved, it will be escalated to the next most senior manager of the Employee(s) and if the Employee(s) affected so request, a union representative for discussion.

- (e) This discussion must be concluded within 48 hours.
- (f) If the dispute / grievance remains unresolved, it may be referred to the General Manager Pacific National NSW/Mic business and if the Employees(s) affected so request, a representative, which may include a union. Where an Employee chooses a union to represent them, the relevant State Secretary or National Secretary (or their nominee) may choose to be involved in these discussions. These discussions must be completed within 48 hours.
- (g) If the dispute / grievance remains unresolved, a “cooling off period” of 48 hours (excluding weekends and public holidays) will occur at this stage of the process. During this period, the Parties may continue to have discussions at whichever level they regard as most likely to assist in resolving the dispute / grievance. The Parties may agree, at this point, to utilise mediation to resolve the dispute.
- (h) During, or at the conclusion of the cooling off period, a Party may decide to refer the matter to a mutually acceptable independent mediator or the FWC for the purpose of conciliation of the dispute. The conciliation must occur as soon as reasonably practicable.
- (i) Where a dispute / grievance is escalated to the point of involvement of either an independent mediator or the FWC in conciliation, the Parties acknowledge the significance of this point being reached. Therefore, any recommendation made by the independent mediator or FWC in an attempt to assist the Parties to resolve the dispute / grievance will be treated as highly influential.
- (j) Where both Parties agree, they may empower the mediator or member of the FWC to resolve the matter by arbitration.

A32.3 Any of the steps in the process may be removed where the Parties agree. Likewise, the Parties may agree to extend the timeframes within which each of the steps are to be completed.

A32.4 At all times during this process work shall continue in the matter it was being preformed immediately before the dispute or grievance.

A33 PERMANENT TRANSFER OF EXISTING EMPLOYEES

A33.1 Pacific National Bulk Rail proposals that may require an Employee to relocate will be subject to the consultative provisions outlined in clause A31 of this Agreement. With any final decision regarding the individual Employee the relocation will be made on assessment of the individual's circumstances with regard to reasonableness.

A33.2 Where a transfer instigated by Pacific National Bulk Rail requires the Employee to relocate their residence, Pacific National Bulk Rail will meet reasonable relocation expenses.

A33.3 Based on individual circumstances, the following expenses will 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 allowance is paid as a reimbursement to cover actual costs incurred for temporary accommodation on the following basis;
 - (ii) Employees with dependants may be reimbursed up to the value of six weeks pay, calculated on their base remuneration, where the dependants accompany them; or
 - (iii) Employees without dependants will be reimbursed up to the value of three weeks pay, calculated on their base remuneration.

A33.4 Employees who transfer at their own request will meet all costs associated with any relocation.

A33.5 New Depots Terminals and Home Base Locations, and Home Base location Closure

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

is the case the provisions under clause A33.1 to A33.3(d) above will apply.

- (b) Where Employees who are currently entitled to receive the Coal Bonus (outlined in clause C7.5) and transfer to another Pacific National Bulk Rail Home Base, they will continue to receive this payment.

A34 TEMPORARY TRANSFER TO ANOTHER HOME BASE

- A34.1** Where required by the business, Employees may be temporarily transferred to a different Home Base for a period of time.
- A34.2** Temporary transfers will also be used to support commercial activities affected by variable demand and traffic volumes and/or temporary staff shortages.
- A34.3** 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 be temporarily transferred away from their Home Base for a period of not more than six (6) weeks in any twelve (12) month period, unless mutually agreed. Any decision regarding individual Employee temporary transfer will be made on assessment of the individual's circumstances with regard to reasonableness.
- A34.4** Pacific National Bulk Rail will provide the means of travelling to and from the temporary location if required. Reasonable time allowances for travelling to and from all locations where motor vehicles are utilised, will apply. Employees will be paid travelling time on a stand-alone basis, which means that Train Crew will not have the time deducted from their duty Cycle Hours.
- A34.5** Employees who are temporarily transferred may be authorised to use their own vehicles to travel to and from the temporary location.
- A34.6** Reimbursement for use of private motor vehicle will be in accordance with the relevant company 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 company policy. Employees may elect to receive the allowance in advance upon request subject to sufficient notice to payroll.
- A34.7** Employees who are temporarily transferred to a location which does not permit them to return to their Home Base daily shall be paid expenses at the rate of \$254.55 for each full day away from their Home Base. The payment of expenses is outlined in sub clause A34.8 below.
- A34.8** The daily rate is made up of \$25.35 for each breakfast, \$28.55 for each lunch, \$48.65 for each dinner and \$152.00 for each bed. No allowance for breakfast, lunch, dinner or bed, as the case may be, shall be granted

to an Employee unless they commence travelling from their Home Base earlier than the time specified in the table below and return to their Home Base after the time specified in the table below:

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

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

- A34.9** Expenses shall be reviewed annually and adjusted in accordance with Taxation Rulings for "Reasonable Travel and Overtime Meal Expenses" as and when the Australian Taxation Office reviews them.
- A34.10** Where the 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 Bulk Rail provides any meals and /or accommodation, the relevant component(s) of the expenses shall not be payable.
- A34.11** Employees shall have the option of accepting accommodation arranged and paid for by Pacific National Bulk Rail or arranging their own accommodation. Where accommodation is arranged and paid by Pacific National Bulk Rail, such accommodation shall be of no less than three star rating. Barracks will not be utilised as accommodation.
- A34.12** Where Train Crew Employees have been temporarily transferred and would be entitled to meal allowances under this clause and the barracks meal allowance set out in C14.2(c), such Employees will only be entitled to the barracks meal allowance.
- A34.13** Employees will be required to maintain supporting documentation (receipts, transaction records etc) in respect of expenditure incurred while living away from home for greater than 90 days. Pacific National Bulk Rail may require an Employee to complete ATO declarations (e.g. a Living Away From Home Declaration) to comply with ATO requirements for Fringe Benefits Tax reporting while living away from home for greater than 90 days.

A35 EMPLOYEE TRAVEL

- A35.1** Operational Relief Work Arrangements

- (a) On occasion, and upon agreement, it may be necessary to work at another Home Base location for a single day work arrangement.
- (b) Travel to an alternate location will be limited to 70 km from the Employee's Home Base.
- (c) Provisions for required travel are listed in A35.4 below

A35.2 Training and Conference Attendance Arrangements

- (a) Employees may be required on occasion to attend non- core training, meetings, seminars / conferences & communication sessions away from their Home Base.
- (b) Provisions for required travel are listed in A35.4 below.

A35.3 Provisions not covered in this Agreement

- (a) For travel not provided for elsewhere in this Agreement the company travel policy and procedures will apply.

A35.4 Additional Allowances Payments and Conditions

- (a) Employees shall be entitled to the following additional payments for such occasions listed above in A35.1 and A35.2 if travel is outside the 10 kilometre radius of their Home Base;
- (b) Where the Employee has agreed to use their private vehicle, reimbursement will be in accordance with the per kilometre rate for the Employees vehicle size as specified by the Australian Taxation Office and shall include the cost of tolls. For other travel, i.e. public transport, the additional costs which are reasonably incurred by the Employee shall be reimbursed, however pre-approval is to be obtained before the use of taxis as other travel.
- (c) Employees will be paid the time spent travelling to and from their residence to the alternate location less the travelling time that would have been incurred to enable the same shift to be undertaken at the Home Base. All such additional travel time shall be deemed as working time and be included as part of the shift limit. Payment for travel will be paid in 15 minute intervals.
- (d) Where an Employee finishes work at a location that is different to the sign-on location, Pacific National Bulk Rail will provide transport back to the sign-on location, unless otherwise agreed. In these circumstances, actual sign-off will be on the return to the sign-on location and shall be within the shift length.
- (e) Meal allowances are set out in clause A34.8 except in the following instance:

- (i) Employees shall receive a \$28.55 meal allowance if travelling for operational relief as outlined in sub clause A35.1.
- (ii) Where overnight accommodation is required, the provisions in clause A34 Temporary Transfer of this Agreement will apply.
- (iii) Where Pacific National Bulk Rail supplies meals and accommodation at company expense there is no Employee entitlement to claim an allowance for such.

A36 DRIVING COMPANY VEHICLES FOR TRAIN CREW

A36.1 Employees may be required to drive company vehicles for purposes related to train operations. In such cases fatigue issues shall be taken into account. Where long distance travel is required, Pacific National Bulk Rail will use its best endeavour so as to minimise excessive travel, which will include change over working wherever possible.

A37 HOME BASE AND SIGN ON / OFF PROVISIONS

A37.1 Upon commencing employment, an Employee shall be allocated to a Home Base. A Home Base is a geographic location, (e.g. a depot, terminal or office) where they commence and finish work, unless otherwise provided for in this Agreement. Any new or altered Home Base location can only be established through the consultation provisions outlined in clause A31 of this Agreement.

A37.2 For the purposes of this clause the Home Base for Employees at the time of the lodgement of this Agreement shall be that location, depot, terminal or office where they commence and finish work.

A37.3 Sign-on/off points may be established within a 10 kilometre radius of the Home Base, following consultation as outlined in clause A31 of this Agreement. In such cases where, because of genuine hardship, Employees are unable to transport themselves to a sign-on/off point, Pacific National Bulk Rail may provide transport to and from the sign-on/off point at no cost to the Employee. Genuine hardship may include personal commitments such as family responsibilities.

A37.4 As a minimum each Home Base and sign-on/sign-off point must contain the following:

- (a) Secure car parking;
- (b) Air conditioned and heated offices and sign on area; amenities including individual secure lockers (only for home base), showers and toilets;
- (c) A meal room that includes at least a refrigerator, toaster, cooker, microwave oven, kettle, and drinkable water. Tea Coffee and Milk will be provided free of charge to Employees;

- (d) Communication equipment such as necessary stationary, telephones, and radios;
- (e) Hard copies of any relevant operational documentation and provisions for accessing those documents;
- (f) A computer with access to Pacific National email and the Pacific National intranet for non office staff;
- (g) Secure Union Notice Boards; and
- (h) Provision for the transport of any safety or maintenance equipment.

A37.5 Established Coal Home Bases at Certification are;

- a) Hunter Bulk Terminal (Port Waratah)
- b) Gunnedah
- c) Mudgee
- d) Lithgow
- e) Pt. Kembla (Inner Harbour)
- f) BHP Billiton
- g) Greta Train Support Facility

A37.6 Established Coal Sign on/off Locations within a Home Base at Certification are;

- a) For Hunter Bulk Terminal – Kooragang
- b) For BHP Billiton – IBT (Train Crew Only)
- c) For IBT – BHP Billiton (Train Crew Only)

A37.7 Established Bulk Home Bases at Certification are;

- a) Parkes
- b) Enfield
- c) Clyde
- d) Morandoo
- e) Grafton
- f) Moss Vale
- g) Junee
- h) Werris Creek
- i) Narrabri
- j) Cootamundra
- k) Gulgong

- l) Bathurst
 - m) Nowra
- A37.8** Established Bulk Sign on/off Locations within a Home Base at Certification are;
- a) For Parkes – Goobang Junction
 - b) For Enfield – Clyde, Weston’s and Chullora
 - c) For Morandoo – North End, Port Waratah
- A37.9** All Employees (Other than Train Crew ceasing or commencing a shift at a Barracks location) shall commence and finish their shift within their shift limit at their Home Base unless by agreement as outlined in clause A35 Employee Travel.
- A37.10** Employees are not entitled to compensation for travel between their Home Base and a sign on/sign off point within a Home Base.
- A37.11** All required travel after sign on will be provided by Pacific National Bulk Rail unless the Employee agrees to use their own private vehicle then clause A35.4 will apply.
- A37.12** Any closure, relocation or opening of a Home Base shall be consulted as per clause A31 of the Agreement and the transfer provisions of clause A33 Permanent Transfer of Existing Employees shall apply.
- A37.13** The Australian Standards AS 1668.2 - 2002 and the NSW Work Cover Code of Practice titled “Managing the Work Environment and Facilities” will be used in determining appropriate offices and amenities, and in turn ensuring welfare for Employees in the workplace when establishing and maintaining a Home Base or sign on/off point.
- A37.14** Remote Sign On/Off Provision
- (a) Clause A37.14 is only applicable for Employees covered by clause B1 of this Agreement.
 - (b) Remote sign-on/off points may be determined at the discretion of Pacific National Bulk Rail in consultation with the respective depot. Remote sign on/off points will contain the following:
 - a) Car Park
 - b) Amenities including a meal room with appropriate facilities
 - c) Communications as required
 - d) Operational documentation
 - e) Notice Board

- (c) Where an Employee is required to report at a remote location for sign on/sign off in order to commence and complete a shift, private motor vehicle reimbursement will be paid as prescribed in accordance with clause A35.4 of this Agreement. Below is the list of the existing remote sign on locations in respect of those depots.

Cootamundra, Junee, Temora

Junee, Cootamundra, Temora

Moss Vale, Goulburn

Werris Creek, Tamworth

- (d) For any new remote sign on locations identified during the life of this agreement, consultation will occur with affected Employees.
- (e) There will be no remote sign on points outside of a 50 km radius unless agreed with the affected Employee's except for the sites listed in this agreement.
- (f) It is an Employee's responsibility to transport themselves to their designated remote sign on location. In cases where, an Employee is unable to transport themselves to a sign on point outside of their usual Home Base, due to genuine hardship, Pacific National Bulk Rail may provide transport to the sign on point at no cost to the Employee. Genuine hardship may include personal commitments such as family responsibilities.

A38 MEAL BREAKS

- A38.1** All Employees shall have a paid meal break of 30 minutes taken after the third hour and before the completion of the sixth hour (e.g; to start before 5.5-hours on duty) of work at such times as will not interfere with the efficient running of the business including the operation of the network.
- A38.2** Where Employees are required to work shifts in excess of ten (10) hours duration, the Employee shall be entitled to an additional twenty (20) minute paid rest break to be taken at a time that will not interfere with the efficient running of the business including the operation of the network.
- A38.3** Where an Employee is rostered to perform DOO working, they shall be entitled to a paid break of no less than thirty (30) minutes, taken between the third and the fifth hour as arranged between the driver and the train controller to ensure the efficient operation of the network.

A39 SALARY MAINTENANCE

- A39.1** Existing Employees on Salary Maintenance

- (a) Pacific National Bulk Rail Employees who were on salary maintenance pursuant to clause 43 of the Pacific National Enterprise Agreement 2004 will continue to receive salary maintenance on the same grounds as was provided in that clause indefinitely.
- (b) Employees who entered salary maintenance pursuant to clause 40 of the Pacific National Northern Coal Union Collective Agreement 2006 or clause 42 of the Pacific National Southern Coal Union Collective Agreement 2006 or clause 35 of the Pacific National Operation Services Union Collective Agreement 2006, will continue to receive salary maintenance on the same basis as was provided in those respective clauses.

A39.2 Employees engaged prior to 27th January 2007

- (a) Where an existing Employee is redeployed or reclassified to another position with a lower Total Remuneration, that Employee shall receive salary maintenance on the following basis:
 - (i) The Employee will retain the classification they held at the date of lodgement of this Agreement and receive the pay increases applicable under this Agreement.
 - (ii) If the Employee is promoted during the life of this Agreement and their position is made redundant, they will be salary maintained on the Total Remuneration of the position they were promoted to for a period of 12 months and receive the annual remuneration increases prescribed in clause A50 of this Agreement before reverting to being salary maintained at the level in (i) above.

A39.3 New Employees engaged after 27th January 2007

- (a) Where such an Employee is redeployed or reclassified to another position with a lower Total Remuneration, that Employee shall receive salary maintenance on the following basis:
 - (i) The Employee will receive the Total Remuneration applicable to their former position for a period of twelve months and receive the increases prescribed in clause A50 of this Agreement during this period.
 - (ii) At the conclusion of the twelve month period, the Employee will revert to and be paid the applicable Total Remuneration for the position they are actually occupying.

A39.4 Reasonable Alternative Offers

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

and experience possessed by the Employee and those required for the proposed position. Reasonable will also be considered within the context of the location of the proposed position.

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

A40 UNIFORMS

- A40.1** Pacific National Bulk Rail will provide Employees with uniforms and, where required, protective clothing or equipment.
- A40.2** Pacific National Bulk Rail will replace uniforms, protective clothing and equipment on a "fair wear and tear" basis.
- A40.3** If Pacific National Bulk Rail intends to make significant changes to uniforms, protective clothing and equipment issued under this clause, it will undertake consultation in accordance with the provisions outlined in clause A31 of this Agreement.

A41 REPRESENTATIVES

- A41.1** Pacific National Bulk Rail recognises workplace delegates who are authorised by the Union and will permit such delegates to perform their role without discrimination. This clause is subject to the delegates concerned continuing to act in accordance with their contract of employment and the terms and conditions of this Agreement.
- A41.2** It is further recognised that workplace delegates represent union members at the workplace and will be allowed reasonable time to attend to any work related matters, without limitation, on behalf of union members but must advise their supervisor prior to attending to any such matters.
- A41.3** Pacific National Bulk Rail will allow workplace delegates reasonable access to telephone, facsimile, photocopying and email services, where available and provided, for the purpose of carrying out their role. The use of resources by workplace delegates will be subject to the delegate complying with the prevailing company policy provisions (which shall not impose unreasonable restriction on the operation of this sub clause) and the specific directions of the site manager.
- A41.4** Workplace delegates will be entitled to reasonable unpaid time off to attend union meetings, congresses and conferences, subject to operational constraints. Workplace delegates seeking such leave are required to give fourteen (14) days notice and Pacific National Bulk Rail will not unreasonably refuse to approve such leave.
- A41.5** Pacific National Bulk Rail will provide a lockable notice case to be used by workplace delegates for posting formal Union notices signed off by

the delegates and or Union official. All material posted must be authorised by the relevant Union.

A41.6 Special paid leave, at base ordinary hours, will be granted to Employees of Pacific National Bulk Rail who are elected through the Australian Electoral Commission as delegates of their Union to attend their Union's National Council; National Executive; Branch Council; Branch Executive and; Divisional Committee meetings, or their equivalent.

A41.7 To be eligible for special paid leave, the Employee:

- (a) Is required to apply for leave at least four (4) weeks prior to the meeting;
- (b) Is required to provide documentary evidence, signed by the appropriate authorized Officer of the union, that they are an elected delegate of the union and are required by the union to attend the meeting. This documentation must also include the duration of the meeting.

A42 WORKPLACE RELATIONS TRAINING

A42.1 Workplace relations training is specifically targeted at maintaining harmonious workplace relations between Pacific National Bulk Rail and its Employees.

A42.2 Unions will identify training course content and ensure that all training is delivered by appropriately qualified trainers. Unions will fund all costs associated with the development and delivery of workplace relations training programmes.

A42.3 Pacific National Bulk Rail will allow a maximum of 2000-hours in total per year for such training for Union Delegates and Union Activists.

A43 INDIVIDUAL FLEXIBILITY ARRANGEMENT

A43.1 Notwithstanding any of the other provisions in this Agreement, Pacific National Bulk Rail and an individual Employee may agree to vary the application of terms of this Agreement to meet the genuine individual needs of Pacific National Bulk Rail and the individual Employee. The terms of the Agreement Pacific National Bulk Rail and the individual Employee may agree to vary are those concerning:

- (a) Arrangements for when work is performed;
- (b) Overtime rates; and
- (c) Penalty rates.

A43.2 Pacific National Bulk Rail and the individual Employee must have genuinely made the agreement under clause A43.1 without coercion or duress.

- A43.3** The agreement between Pacific National Bulk Rail and the individual Employee under clause A43.1 must result in the Employee being better off overall than the Employee would have been if no individual flexibility agreement had been agreed to.
- A43.4** The agreement between Pacific National Bulk Rail and the individual Employee pursuant to clause A43.1 must also:
- (a) Be in writing, name the parties to the agreement, be signed by Pacific National Bulk Rail and the individual Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;
 - (b) State the date the agreement commences to operate;
 - (c) State each term of this Agreement that Pacific National Bulk Rail and the Employee have agreed to vary;
 - (d) Detail how this Agreement has been varied; and
 - (e) Detail how the arrangement meets the Better Off Overall Test (BOOT).
- A43.5** Pacific National Bulk Rail must give the individual Employee a copy of the agreement within 14 days.
- A43.6** Except as provided in clause A43.4(a) the agreement must not require the approval or consent of a person other than Pacific National Bulk Rail and the individual Employee.
- A43.7** Any agreement made pursuant to clause A43 may be terminated:
- (a) By Pacific National Bulk Rail or the individual Employee by giving four weeks' notice of termination, in writing, to the other Party; or
 - (b) At any time, by written agreement between Pacific National Bulk Rail and the individual Employee.
- A43.8** The right to make an agreement pursuant to this clause A43 is in addition to, and is not intended to otherwise affect, any provision for an agreement between Pacific National Bulk Rail and an individual Employee contained in any other term of this Agreement.

A44 HEALTH, SAFETY AND FATIGUE

- A44.1** The Parties to this Agreement share an ongoing commitment to ensure and to promote the health, safety, and welfare of all Employees including the management of fatigue risk via the formation of work health and safety committees and nothing in this Agreement shall be designed or applied in ways that reduce or diminish this objective.

- A44.2** The parties recognise the provision of relevant safety legislation in relation to fatigue.
- A44.3** Pacific National Bulk Rail allows any form of legislative consultation concerning health and safety to occur. In addition, Pacific National Bulk Rail provides a consultation structure through site SHE committees from which information is communicated to and from the business.
- A44.4** The aim of the SHE committee is to improve safety, health and environment at work by assisting with the development and implementation of risk management systems and processes, through direct Employee/classification based representation on the committee.
- A44.5** Pacific National Bulk Rail will provide relevant training, resources and information to members of the SHE committees to enable them effectively to fulfil their roles and carry out their responsibilities.
- A44.6** Pacific National Bulk Rail must take all practical and reasonable measures to ensure the health, safety and welfare of all Employees, as well as ensuring a safe and healthy work environment. Pacific National Bulk Rail will also monitor and seek to improve systems and processes to ensure that both its statutory obligations and the objectives of this Agreement are met.
- A44.7** Pacific National has a duty to ensure, as far as is reasonably practicable, that Employees are not exposed to health and safety risks arising from Pacific National's operations. This includes:
- (a) The provision and maintenance of a work environment which minimises the risks to health and safety;
 - (b) The provision and maintenance of safety systems at work; and
 - (c) Monitoring health, safety and fatigue for the purpose of preventing workplace illness or injury.
- A44.8** With regards to fatigue management, Pacific National Bulk Rail's obligation will not be removed by an Employee's preference for certain shift patterns for social reasons, their willingness to work extra hours or to not present fit for work.
- A44.9** If an Employee self-discloses fatigue and subsequently cannot perform his or her next shift, the payment shall be deducted from the Employee's available personal/carer's leave entitlement.
- A44.10** Employees must ensure that they perform their jobs safely with a duty of care to themselves and to other Employees.
- A44.11** Employees must attend duty fit and able to safely perform their duties. Employees must comply with company policy and

- A44.12** procedures, including those related to drugs and alcohol. Employees must also bring to the notice of their supervisor or manager, any situation where they genuinely believe a risk of injury or damage exists.

A45 DRUG AND ALCOHOL TESTING

- A45.1** All parties are committed to the provision of safe and healthy workplaces. The attainment of this objective can be undermined by the hazardous use of alcohol and other drugs by some individuals.
- A45.2** Pacific National Bulk Rail will review its drug and alcohol policy/procedure, with the view of introducing oral fluid testing (swab testing) if there is a change of legislation relating to urine/ oral fluid testing in NSW, in consultation with Employees and their representatives.
- A45.3** Any changes to procedure shall be developed via a consultative process using a working party which will include representation from the Union, the Employees and Pacific National Bulk Rail. All Drug and Alcohol testing will be carried out by duly accredited testing practitioners in accordance with the appropriate Australian Standards, and be conducted in a manner and place that preserves the dignity and personal integrity of the Employee.
- A45.4** Employees who record a non-negative result may be removed from duty on full pay for a period of no more than four days while testing is confirmed.
- A45.5** Prescription and Over the Counter Drugs: Where there is any non-negative result that is a result of prescription drugs or over the counter drugs or medication, no disciplinary action shall be taken against the Employee where the Employee self disclosed before the test was taken.

A46 MEDICAL ASSESSMENTS

- A46.1** 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 Bulk Rail will pay the cost of the medical assessment. In cases where additional information or specialist opinion is required, an interim determination may be made while awaiting this further advice. If an interim determination is provided (i.e. fit for duty subject to review), any tests (e.g. a stress ECG test) will be paid for by Pacific National Bulk Rail to finalise the determination as provided for in A46.3 below.
- A46.2** E.g. John goes for his medical assessment and the Doctor issues him with an interim determination of "fit for duty subject to review" and refers him for a stress ECG test to finalise the determination. John does the stress ECG test and there is found to be nothing wrong and therefore the final determination is issued as "fit for duty". Pacific National Bulk Rail pay for the stress ECG test and John continues at work. However, if

something was found to be wrong and a final determination was issued as “temporarily unfit for duty subject to review” Pacific National Bulk Rail would pay for the ECG test, but John would be responsible for any further medical treatment or testing until a further determination was issued as “fit for duty”.

- A46.3** A qualified health professional, in satisfaction of the National Standard, will issue an Employee a determination which can be either interim or final as outlined below:
- (a) Fit for Duty;
 - (b) Fit for Duty subject to Review;
 - (c) Fit for Duty subject to Job Modification;
 - (d) Temporarily Unfit for Duty Subject to Review; or
 - (e) Permanently Unfit for Duty.
- A46.4** If further tests or medical management is required following the final determination, Pacific National Bulk Rail will only be liable to cover the costs of such tests where it is identified that there was no basis for this referral – i.e., there is no apparent underlying condition that should have prompted such referral.
- A46.5** In order to ensure privacy is maintained in relation to the medical files, where an Employee seeks to claim such costs in these circumstances, the Chief Medical Officer or suitably qualified nominee will review the case file and make a determination as to whether there was no basis for the referral. The decision of the Chief Medical Officer in such matters will be final.
- A46.6** Where it is determined that there was no basis for the referral, Pacific National Bulk Rail 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.
- A46.7** Employees shall be rostered to attend their initial medical assessment and if any further testing is required up to the final determination. Employees shall be rostered to attend also, but where the appointment falls on a RDO, the RDO will be moved to accommodate the appointment.
- A46.8** The above provisions do not exclude any obligations arising under the applicable Worker’s Compensation legislation.
- A46.9** Payment for Pathology Blood Testing

- (a) Where an Employee is required to participate in a pathology blood test prior to their medical assessment, this may occur during normal rostered hours or in their own time;
- (b) If the blood test is to take place during rostered hours, the Employee shall be given sufficient notice to enable them to fast before the commencement of their shift. Following conduct of the test the Employee will be allowed a 20 minute break on return to work before resuming normal employment. There will not be an entitlement to any additional payment and the hours/time taken to participate in the test shall be included within the rostered shift limit;
- (c) Where an Employee is required to take the blood test outside of their normal rostered time, the Employee shall be entitled to a \$90 allowance and have two hours credited to their cycle hours. Where cycle hours do not apply, an Employee will be entitled to 2 hours of ordinary pay;
- (d) Employees who are required to attend medical assessments shall be advised at least eight (8) weeks in advance of the date of their medical assessment. Employees shall also be advised at the time they must have their blood test done no more than four weeks prior to the medical assessment. If this notice is not given, the Employee shall be paid an additional allowance of \$90.

A46.10 Transition Arrangement- Victoria

- (a) Employees who:
 - (i) Immediately prior to the Commencement Date were covered by the *Pacific National Victorian Bulk Rail Enterprise Agreement 2014*; and
 - (ii) Remain employed in the same position at the Commencement Date,

will, on receipt of the health assessment report, be reimbursed for travel expenses and a payment of \$1187.27 gross, less applicable tax and non-superable.
- (b) The periodical medical assessment including blood tests, shall be arranged in the Employee's own time and not as outlined in sub-clause A46.7.
- (c) Employees entitled to the payment in sub-clause A46.10(a) will receive this payment to the exclusion of the payment outlined in sub-clauses A46.9.

A47 **EMPLOYEE REPRESENTATIVE COMMITTEE (ERC) MEETING**

- A47.1** Pacific National Bulk Rail agrees to facilitate an ERC meeting for the Coal and Bulk operations of up to 8 hours per quarter (timetable to be arranged locally) for union delegates to meet with management. The meeting of union delegates and the ERC meeting will be held consecutively with delegates meeting for two hours prior to meeting with management.
- A47.2** The ERC meeting would provide the opportunity to discuss and raise issues of Employee concern or feedback, including but not limited to policy matters, disciplinary trends, opportunities for improving the workplace, or suggestions on improving business operations and/or customer experience.
- A47.3** Disciplinary trends will be considered as a standing agenda item of the ERC.
- A47.4** The terms of reference underpin the operation of the ERC and any changes to the terms and references will be made with agreement from the union delegates on the ERC. For avoidance of doubt, the terms of reference do not form part of this Agreement.

A48 COMMUNICATIONS MONITORING

- A48.1** Pacific National Bulk Rail will within six months of the certification of this Agreement consult with Employees and their representatives to formulate a Communication Monitoring policy and procedure.
- A48.2** In formulating the policy Pacific National Bulk Rail will:
- (a) Give serious consideration to the proposals already submitted by its Employees and their representatives;
 - (b) Ensure that Employee's privacy is respected and any recordings are not used for improper purposes; and
 - (c) Ensure the Privacy Act, as amended from time to time, is complied with.
- A48.3** Any device used within a current or proposed procedure to record any Employee actions or interactions is only to be accessed for post-incident investigations as defined by the Rail Safety Act, or where a formal complaint is raised by an Employee covered by this Agreement against a fellow Employee covered by this Agreement. Any disciplinary action will be in line with the agreed disciplinary procedure.
- A48.4** The parties recognise that it is in the interest of Pacific National Bulk Rail and Employees to introduce and use technology relating to safety in the workplace.
- A48.5** Pacific National Bulk Rail commits to consulting with Employees and their representatives in relation to any decision to introduce In Cab

Audio and/or Video Monitoring, into locomotives for any reason including due to any mandated requirements.

A48.6 For the purpose of this clause, In Cab Audio and/or Video Monitoring means inward facing audio and/or video monitoring and not outward facing audio and/or video monitoring.

A49 PAYMENT OF WAGES

A49.1 Wage/salary payments will be made by Electronic Funds Transfer (EFT) on a fortnightly basis in arrears.

A49.2 Where stand alone payments are due, these will be made by Electronic Funds Transfer (EFT) on a fortnightly basis in arrears. Overtime incurred in the circumstances outlined in this Agreement will be paid in the following pay period.

A49.3 Fortnightly payments are based on averaging the annual ordinary hours on a fortnightly basis and making payment of one twenty-sixth of annual ordinary time pay each fortnight (notionally seventy-six (76) hours per fortnight), excluding overtime.

A49.4 Where employment is terminated, the final payout for hours worked will be calculated on the basis of reconciling the completed hours worked with the notional hours paid. Pacific National Bulk Rail has the right to deduct any overpayment of monies from the Employee's final payment.

A49.5 Pacific National Bulk Rail will ensure that Employee's pay dockets will be provided in accordance with the Act.

A50 WAGE INCREASE

A50.1 Wage Increases for all classifications:

- (a) 2% - Commencement Date;
- (b) 2% - 1 April 2019;
- (c) 2.5% - 1 April 2020;
- (d) 2.5%- 1 April 2021.

A50.2 The wage rates and allowances (where wage indexation is applicable) in this Agreement are inclusive of the first wage increase at clause A50.1(a).

A50.3 It is the intention of both Parties to negotiate in good faith and endeavour to reach agreement as soon as possible. In support of this, the Parties agree to commence active discussions to prepare for the agreement renewal 12 months prior to the Agreement expiry.

A51 INTERNAL TRANSFER OF WORK

- A51.1** The Parties acknowledge that a “transfer of work” as described with in the Act is not dealt with under this clause.
- A51.2** The Parties acknowledge that Pacific National Bulk Rail may, from time to time, reorganise and restructure its business units.
- A51.3** If an Employee or group of Employees is permanently transferred to another business unit (including a unit that is created after the commencement of this Agreement) at the sole instigation of Pacific National Bulk Rail following a reorganisation or restructure of business units, the terms and conditions of the Employee shall be governed by the agreement which is applicable to that business unit subject to the following and subject to law:
- (a) If the Employee's classification or level does not exist in the proposed agreement, then the Employee(s) will transfer to a similar classification within the agreement and salary maintenance shall apply;
 - (b) Employees shall retain their superannuation (where possible), long service leave, picnic days and travel pass entitlements (where such existed), but only where such entitlements are more beneficial to the Employee(s).
- A51.4** If no agreement covers the new business unit, then this Agreement will prevail (subject to law) until such time as an agreement for the new business unit has been approved by FWC.

A52 PICNIC DAY – FORMER FREIGHTCORP EMPLOYEES ONLY

- A52.1** This clause shall only apply to current Employees of Pacific National Bulk Rail who are employed on a full time or part time basis and were employed by FreightCorp (the “Former Employer”) as at 21 February 2002 and have had continuous service with Pacific National Bulk Rail from that date.
- A52.2** For the purposes of this clause, one Picnic Day shall be organized between 1 December and 31 January in a 12 month cycle.
- A52.3** Further to clause A52.2 above, to be eligible to receive the Picnic day, an Employee must purchase a Picnic day ticket from the Picnic Day committee and attend the picnic.
- A52.4** An Employee who attends the Picnic day in accordance with this clause shall have their rostered hours credited to their Duty (roster) Cycle.
- A52.5** An Employee who has purchased a Picnic day ticket but has been rostered to work and is required to work on the same day as the Picnic Day falls due shall have the actual time worked credited towards their Duty (roster) Cycle. In addition, the Employee may choose to either

receive payment for 7.6 hours at the single time rate of pay, or, if agreed with their manager/supervisor, take 7.6 hours off in lieu at another time. In this case, the 7.6 hours off must be taken within the Employee's same Duty (roster) Cycle as the picnic day occurred.

A53 TRAVEL PASSES – FORMER FREIGHTCORP EMPLOYEES ONLY

- A53.1** Subject to sub-clause A53.3, A53.4 and A53.5 a Pacific National Bulk Rail Employee who at the time of the sale of FreightCorp, (21 February, 2002) had an entitlement to an Employee travel pass will retain that entitlement. For the avoidance of doubt, it is intended that Employees will be entitled to the same travel pass benefits, including holiday and interstate travel passes that were in place for FreightCorp Employees at the time of the sale.
- A53.2** An Employee's prior service with FreightCorp will be taken into account in determining entitlements under this provision.
- A53.3** The clause does not apply to any Employee who chooses to relinquish their travel pass entitlements in return for a payment at the time of the sale of FreightCorp. However, Employees who "cashed out" and relinquished their travel pass entitlements in conjunction with the sale of FreightCorp will continue to be eligible for a Gold Pass, subject to the normal length of service requirements.
- A53.4** The clause does not apply to any Employee who has or who may choose to relinquish their travel pass entitlements in return for a payment at any other time. In this circumstance, all travel pass entitlements will be extinguished following the decision to "cash out" the travel pass entitlement, including any future entitlement to a Gold Pass.
- A53.5** The clause does not apply, for the relevant temporary period only, to any Employee who has or who may choose to temporarily relinquish their travel pass entitlements (whether it is a travel pass or Gold Pass) for that relevant year in return for an annual payment. In this circumstance, all travel pass entitlements will be temporarily extinguished for that relevant year following the decision to cash out the travel pass entitlement.
- A53.6** The temporary cash out of the travel pass entitlement outlined in clause A53.5 will not affect an Employee's future travel pass entitlement (including any future entitlement to a Gold Pass).
- A53.7** For clarification purposes Employee entitlements are detailed in Pacific National Human Resources Policy number ten (010) revision number two (02) Dated August 2003. The position referred to as "FreightCorp Officer Level 3 Division One", is any position above level 2.4 of the Support Classification Structure detailed elsewhere in this Agreement.

A54 ROSTER COMMITTEES

A54.1 Roster committees are formed where the majority of Employees from a workgroup wish to establish or monitor any roster they are required to work. The structure of a committee may be classification specific or joint classifications where agreed between Pacific National Bulk Rail and the affected Employees.

A54.2 Formation and election of the Roster Committee shall be up to the local workgroup. An election may be conducted with the assistance of the Employees' representative (which may include their Union) should affected Employees so request. Each Roster Committee will consist of;

- (a) an Employee representative (which may include the Local Union delegate); and
- (b) a number of Employees as determined necessary by the workgroups effected.

A54.3 The Employee representative shall advise in writing to Pacific National Bulk Rail after any Roster committee is formed or changed, of who the Roster Committee members are.

A54.4 Pacific National Bulk Rail will consult with the Roster Committee on any rostering matters as described in any part of this Agreement.

SECTION B BULK TRAIN CREW AND TERMINAL OPERATORS

B1 SCOPE

B1.1 This Section B shall be read in conjunction with Section A and shall only apply to the Employees engaged in the classifications and perform the functions as described as outlined in sub clause B3.5.

B2 CONTRACTS OF EMPLOYMENT

B2.1 In addition and in conjunction with the Contracts of Employment as outlined in Part A, Train Crew will be provided with the opportunity to enter in to a Flying Crew Contract of Employment as per the following conditions:

B2.2 Flying Crew are Train Crew who are deemed a flexible and mobile workforce;

- (a) Pacific National Bulk Rail may deploy Flying Crew to cover various operational requirements. For the avoidance of doubt, various operational requirements are those which are required to cover the satisfaction of commercial requirements, unpaid leave, annual leave, long service leave coverage, long term sick coverage, training and safe work training. It is intended that commercial requirements is defined as when new contracts are obtained or changes are made to existing contracts that impact on the labour resources required
- (b) In the event that a Flying Crew Employee is working from their home depot, they will operate under their own separate Master Roster and be used in the following situations:
 - (i) All Leave Types
 - (ii) Training
 - (iii) Workers Compensation
 - (iv) Special Duties
 - (v) Relief of Employees on-loan
- (c) At any given time, a maximum of 5% of permanent full time Train Crew that fall under clause B1.1 of this Agreement may be employed as Flying Crew;
- (d) Flying Crew would be restricted to those Employees that fall under clause B1.1 of this Agreement; and
- (e) The following employment conditions apply to Flying Crew:
 - (i) Flying Crew Employees will be required to travel and work from various locations as specified by the company.

- (ii) The company, with a minimum of one weeks' notice in writing, may at any stage change the work location of the Flying Crew Employee
- (iii) Flying Crew Employees will receive an annual allowance of \$7,500 gross. This will be paid in equal fortnightly instalments.
- (iv) The anticipated timeframe of relocation will be advised in writing to the Employee and be subject to business and operational requirements A minimum of two (2) weeks will be given in any event of an extension of the advised timeframe and this extension will be confirmed in writing.
- (v) Temporary Transfer Allowances will apply in accordance with the relevant provision within this Industrial Agreement
- (vi) Flying Crew will be employed under the terms of this Agreement.
- (vii) Flying Crew may be employed as either Full Time, Part Time, Casual or Fixed Term Employees
- (viii) In the event that the Flying Crew Employee is not required, the Employee will be offered another suitable position within Bulk Rail or Pacific National Bulk Rail, subject to provision clause A17.
- (ix) Notwithstanding the above conditions which shall be outlined / included within the Flying Crews contract of employment and signed by both Pacific National Bulk Rail and the Employee upon their commencement, all other conditions of employment within this Industrial Agreement will continue to apply to Flying Crew.

B3 CLASSIFICATIONS AND PAY LEVELS

- B3.1** Employees covered by this Agreement shall be employed in any of the classifications as set out below:
- (a) Pacific National Bulk Rail may, subject to complying with any consultation requirement outlined in clause A31 of this Agreement, where the implementation of any change will have a significant impact on Employees, determine the following:
 - (i) The type and number of positions in the organisation and the organisational structures;
 - (ii) Employee levels;
 - (iii) Specific work practices; and
 - (iv) Specific equipment and its use.
 - (b) The classifications to which this Agreement applies are set out in this clause.

- (i) The classification structure provides flexibility to design new positions or to redesign existing positions, including the way work is performed, so that Pacific National Bulk Rail can respond to changes in the business and commercial environment.
- (ii) The process of position design or position redesign may require Employees to undertake activities that have not traditionally been within their classification stream or that have not been previously part of their position.
- (iii) Where positions are adjusted or redesigned, the Employee will be entitled to be paid at a classification level that equates to the work or activities being undertaken in the new position subject to the provisions of the Salary Maintenance clause of this Agreement.
- (c) There is one defined career path with an appropriate classification structure that operates within this Agreement.
- (d) The career path provides a structured career path for Employees who are engaged in positions that directly focus on the business operations of the organisation.
- (e) This Agreement and the above stream improves flexibility, this allows work to be allocated in the most efficient manner, recognising Employees use of skills and competencies within the appropriate classification and pay levels.
- (f) Subject to Employees completing relevant training and acquiring the necessary competencies for their position, they will progress through the classification structure up to and including Level 5.

B3.2 Principles

The classification structure operates in accordance the following principles:

- (a) Positions will be defined in terms of their primary accountabilities or main functions;
- (b) Employees moving through the classification levels will be required to accept responsibility for the safe and efficient management of train operations.
- (c) Classification of a position will be made on the basis of matching the primary accountabilities or main functions with the appropriate level of the classification structure.
- (d) On this basis, Employees will be classified at a level within the classification structure that is commensurate with the major and substantial requirements of the position undertaken. Employees will progress through the classification structure up to and including Level 5.

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

B3.3 Mixed Functions/Higher Duties for Train Crew and Terminal Operator Only

- (a) Where an Employee is required to perform tasks that are not covered by the classification in Part B of Pacific National Bulk Rail Enterprise Agreements they shall be paid at the rate of \$102,388.88pa (indexed as per the increases under this agreement). Employee's who perform higher duties in these positions will be entitled to RDO overtime at the higher rate. APM will be adjusted in line with the relevant roster, for periods of two weeks or greater of higher duties.

B3.4 Assessment of Competencies

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

B3.5 Classifications, Position Descriptors and Pay Levels

- (a) The table in Clause B3.5(d) outlines the classification titles and position descriptors.
- (b) There is an expectation that all Employees will move through the classification structure.
- (c) Notwithstanding the classification structure, an Employee shall be provided with the opportunity and be required to maintain the competencies and requirements of the classification level which will be regularly reviewed. Such reviews will be conducted with a view towards recognition of improved performance and/or to provide constructive and positive support such as additional training where areas for improvement are identified. To this end, reviews shall be objective, transparent and based on practicable and measured mechanisms to deliver competency and enhance career paths, promote productivity, safety and understanding of company policies, job satisfaction and communication within the enterprise.
- (d) Train Crew Classifications

Levels	Description
--------	-------------

Level 1 Trainee	An entry level Employee engaged as a Trainee whilst completing stage 1 and 2 training. The Employee may be required to perform various other duties considered to be safe and appropriate to this position for which they are competent to perform. An assessment will be conducted based on the Employee's suitability to move to Level 2 at the completion of training.
Level 2 Trainee Driver	An Employee at this level will be engaged as a Trainee Driver and be required to perform the duties of Trainee Driver during train operations. The Employee will also be required to carry out shunting, roll-by duties as required. At this level the Employee will complete the engine/air component (Block School) of training and Train Examination. Upon completion of the Block School the Employee will spend time with a qualified driver operating as a Level 6 for a period of time until the Employee has successfully completed the 'ON Job Driving Under Supervision Checklist'. On successful completion of the On Job Workbook the Employee must be deemed a competent Level 3 Mainline Driver in Training.
Level 3 Mainline Driver in Training	An Employee who has advanced to Level 3 will work with the Level 5 driver for ongoing coaching and tutoring. Employees at this level may be required to work with all levels within this classification structure At this level: <ul style="list-style-type: none"> • The Employee will learn and be competent in one principal road • The Employee will be required to perform driving duties, including Terminal Driver Only Operations, Shunting, Terminal Driver, Yard duties and Marshalling (see Terminal Location Definition) and • The Employee will also operate as a Driver as part of a Train Crew on the main line and • The Employee will be required to be competent in 1 principle road and 1 mainline route before progressing to level 4. The employee must be assessed and deemed competent to progress to Level 4 in accordance with the competencies and licences as associated and defined by that location
Level 4 Mainline Locomotive Driver	An Employee at this level will be required to perform tasks on mainline operations including DOO. A Locomotive Driver will also be required to assist personnel in a broad range of Rail Operations for example but not limited to Route Knowledge and Driver/Terminal DOO. An Operator will be required to learn and become competent in all principal roads associated with the depot and operate on multiple routes. An operator is required to maintain appropriate qualifications at all times and will be provided the opportunity to do so where appropriate.
Level 5 Advanced Locomotive Driver	An Employee who has demonstrated competence at Level 4, will be promoted to Advanced Locomotive Driver subject to possessing the necessary qualifications and competence <ul style="list-style-type: none"> • All Principal Roads (as attached) that apply to Depot Rosters. The principal roads may be altered during the term of this agreement with

	<p>consultation due to changes in business requirements and the Depot Master Roster.</p> <ul style="list-style-type: none"> At this level the Employee may be required to coach / tutor (buddy driver) other Employee's
Level 6 Driver Trainer - Assessor	<p>Certain Employees may, subject to the needs of the business and demonstrated competence at Level 5, be promoted to Driver Trainer/Assessor and/or act as Driver/Trainer Assessor, subject to possessing the necessary qualifications.</p> <p>A Driver Trainer/Assessor occupies an important leadership position in the organisation. They will have already demonstrated and continue to demonstrate, superior competence and performance in all aspects of operations covered in Levels 1 to 5 above.</p> <p>In addition to any other operational duties as required, the Driver Trainer/Assessor is required to undertake training, competency assessments, Employee communication, mentoring and motivation, performance reviews and feedback, investigations, audits, procedural and business improvement reviews, customer presentations and other special duties and tasks as required.</p>

(e) Terminal Operator Classification

Level	Description
Trainee Terminal Operator	<p>An employee at this level is in training to perform their primary functions of Terminal Operator. The employee at this level will be trained to undertake work tasks associated with:</p> <ul style="list-style-type: none"> Shunting and Marshalling Rolling Stock Radio Communications Providing Operational assistance for Train movements Conducting Train Examination Perform Basic Wagon Maintenance
Terminal Operator Level 2	<p>An employee at this level, will have deemed to be competent within the work tasks as outlined within the Trainee Terminal Operator Level and will perform these duties without direct supervision and will perform at least 3 of the following work tasks unsupervised and on a daily basis:</p> <ul style="list-style-type: none"> Shunting and Marshalling Rolling Stock Radio Communications Providing Operational assistance for Train movements Conducting Train Examination Perform Basic Wagon Maintenance The duties of the Trainee Driver

Level	Description
Terminal Operator Level 3	<p>An Employee at this level having deemed to be competent, is expected to display leadership and coach/mentor level 1 and 2 Terminal Operators and is required to perform all of the work tasks unsupervised and on a daily basis:</p> <ul style="list-style-type: none"> • Shunting and Marshalling Rolling Stock • Radio Communications • Providing Operational assistance for Train movements • Conducting Train Examination • Perform Basic Wagon Maintenance • Locomotive Start Up and Stabling

- (f) Where Employees are permanently employed outside of the classification structure of this Agreement where circumstances require them to maintain their skills, competence and qualifications and to meet the needs of the business, such Employees may from time to time be required to conduct tasks and duties detailed in Levels 1 to 6 above and whilst performing these duties. Where this occurs the relevant conditions of the Agreement will apply.
- (g) Once a Terminal Operator has reached Level 3 within the Terminal Operations Classification structure, there may be opportunity for the Employee to move to the support stream classification structure subject to position availability, business requirements and the principles as outlined in clause D2.2
- (h) When a Terminal Operator works a rest job as part of train crew, working they will be entitled to rest detention in accordance with clause B12.2 and a meal allowance for barracks detention in accordance with clause B12.3.

B3.6 Rate of Pay for Specific Duties (Including TO's)

- (a) Pay Level 6 will be paid for three man push pull duties.
- (b) Pay Level 6 will be paid for two man push pull duties.
- (c) Pay Level 6 will be paid for driver only main line duties.

B4 HOURS OF WORK

B4.1 Management of Hours

- (a) An Employee's ordinary hours will be managed over four (4) week Duty Cycles of 152 ordinary hours.

B4.2 Overtime

- (a) All hours worked in excess of the four (4) week Duty Cycle (152 ordinary hours) shall be paid at a multiplier of 1.8.
- (b) Where hours are worked on a RDO they will be paid in the current pay period. Payment will be made at 1.8.
- (c) All RDO overtime hours stand alone and apart from all other hours worked. This means that overtime hours worked on RDO's are not counted toward the Duty Cycle.
- (d) All overtime penalties are applied to Base Remuneration.
- (e) Where Train Crew are ahead of the cycle hours target Pacific National Bulk Rail will provide as much notice as possible when giving multiple days off as reasonably practicable. If this advice occurs and Pacific National Bulk Rail requests the Employee to work it will be at the Employees discretion.
- (f) Pacific National Bulk Rail may request or require an Employee to work reasonable additional overtime hours. However, Pacific National Bulk Rail will only make such a request or issue such a requirement in compliance with the requirements imposed by section 62 of the Fair Work Act 2009 (Cth). In the event that an Employee proposes to refuse such a request, Pacific National Bulk Rail requires the Employee to provide 72 hours notice.

B5 REMUNERATION

- B5.1** Employees covered by this Agreement shall be entitled to:
- (a) The Base Rate as set out in Schedule 1 of this Agreement for the applicable classification;
 - (b) The Aggregate Allowance as set out in clause B5.3; and
 - (c) The Shift Penalties as set out in clause B5.4.
- B5.2** Remuneration Increase
- (a) The Remuneration increases are set out in clause A50.
- B5.3** Aggregate Allowance
- (a) An Aggregate Allowance will be paid in lieu of all industry and award allowances the rate of \$6775.16, which will be indexed by the wage increases in this Agreement. The Aggregate Allowance will be paid fortnightly and applied to all levels.
- B5.4** Shift/Aggregate Penalties (Aggregate Penalty Multiplier – APM)

- (a) Shift Penalties are calculated for a whole Master Roster, Employees rotate through lines on a Master Roster without altering APM.
- (b) Employees shall be entitled to multiples of the Shift/ Aggregate Penalties (the Aggregate Penalty Multiplier - APM) as follows:

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

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

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

To calculate the APM use the following:

Part A

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

Part B

- Step 4 For annual leave loading, add 0.019 for a Shiftworker or 0.013 for a Dayworker.

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

Where an APM is calculated and applied across a whole roster, based on the planned or Forecast Working, and the planned or Forecast

Working on the roster changes to the extent that the calculated APM is no longer relevant, a revised APM will be calculated and applied based on the revised work plan or roster arrangements.

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

B6 ROSTERING GUIDELINES

B6.1 Master Rosters

- (a) A Master Roster shall be exhibited primarily for the purpose of indicating rostered days off (RDO's) and any known work and to meet the operational requirements of the business having regard to fatigue principles.
- (b) Pacific National Bulk Rail in consultation with the local rostering committee where formed, will develop and modify Master Rosters consistent with operational and business requirement.
- (c) The number of Pacific National Bulk Rail initiated Master Roster changes shall not exceed four (4) in any twelve (12) month period, unless there is a specific business requirement. Where there is a business requirement to exceed 4 changes formal consultation will occur with the depot.
- (d) Where a change to a Master Roster is proposed, formal consultation will commence at least twenty-eight (28) days prior to the intended implementation date of the new Master Roster.
- (e) Following the consultation, the final Master Roster is to be posted fourteen (14) days in advance of its introduction.
- (f) Any changes to the Master Roster which do not impact on an Employee's RDO will not constitute a Master Roster change.
- (g) Blankline Master Rosters will indicate timezones where the shifts will commence upon returning from an RDO only. The timezones will be as follows:
 - i. Time Zone One: 0600-1500
 - ii. Time Zone Two: 1500-2359
 - iii. Both parties agreed that that the Employee may not be required to work, after an RDO.
- (h) Rosters shall be arranged to provide the maximum number of complete weekends rostered off duty which shall be at least one weekend off in four unless altered by way of agreement:

- i. For Blankline Rostering, a Golden Weekend will comprise of a minimum fifty-eight (58) hours commencing 2000 hours Friday to 0600 hours Monday. Where late running service impacts beyond 2000, the Employee is expected to complete assigned tasks up to 2400 and the Employee will be entitled to an additional 0.8 stand alone allowance for hours worked beyond 2000 and all actual hours worked will be credited to duty cycle
 - ii. For Forecast Rostering, a weekend will comprise of a minimum fifty six (56) hours commencing 2200 hours Friday to 0600 hours Monday.
- (i) The following will apply for Annual Leave Relief Lines (Forecast Working only)
 - i. There will be a minimum of nine (9) days notice for advice regarding holiday relief unless otherwise agreed with the affected Employee.
 - ii. RDO's will be displayed for annual leave relief lines on the Master Roster and will be adhered to if no annual leave relief coverage is required.
 - iii. In the event that there is no Employee on annual leave, all working for the fortnight must be posted.
- (j) There may be more than one roster developed at a location for a similar or the same positions.

B6.2 Working Rosters

- (a) Where variations to any Master Roster, not impacting on RDO's is required, a Working Roster is developed.
- (b) Working Rosters must be posted weekly at least nine (9) days in advance of the Sunday on which the roster is to commence.

B6.3 Daily Work Plan

- (a) A Daily Work Plan may also be used to provide specific details of sign on times, barracks working and return and any other relevant information requirements.
- (b) All Employees will be allocated to a Permanent Line, rotate through lines in their roster and as far as practicable, hours are to be equalised out over Duty Cycle

B6.4 Rostered Days Off (RDOs) Train Crew

- (a) There will be a minimum of 104 designated RDOs per annum for forecast rosters and a minimum of 130 designated RDOs for blank line averaged over the annual hours of the work cycle inclusive of

periods of leave. If an Employee works a combination of forecast and blank line rosters, they will receive an extra one (1) RDO per fortnight when on blank line. Rostered days off can only be altered via a Master Roster change, unless by agreement with the Employee concerned. Some of the RDO's for Blankline and Combinations rosters will be allocated as Available days as per Clause B14 Available Days.

- (b) Single rostered days off should be avoided wherever possible in favour of grouping of such days off.
- (c) Defining the dimensions of RDO's
 - (i) RDO's will commence from 0001 and conclude at 0600 the following day, each additional day will be in blocks of twenty-four (24) hours duration following the duration of the initial RDO at 0600 hours.
 - (ii) This may be altered during the development of the roster or in consultation and agreement of the Employees working the roster, but shall not be less than thirty (30) hours
- (d) From time to time train running may infringe an RDO, where this occurs consultation and agreement with the individual must be sought and any infringement of an RDO will attract an additional payment at the rate of point eight (0.8) of the Employee's Base Rate.

B6.5 Roster Changes

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

B6.6 Forecast Rosters

- (a) For changes to Forecast working that do not impact on RDO's Employees will be contacted of the changes either:
 - (i) at least nine (9) days prior to the Working Roster; or
 - (ii) Changes with less than nine (9) days' notice can be only be made within lift up and lay back limits.
- (b) For specific reasons Employees can request for their manager to consider retaining the Master Roster sign on time. Notwithstanding this changes are permitted within lift up/lay back guidelines. Employees should advise their immediate supervisor of their requirements at least two weeks prior to the posting of the Working Roster.

- (c) In the event that there is a self drive shift in rest working in the master roster, at least 24 hours' notice will be provided to alter the task, unless the shift is being used to avoid a shift limit breach.

B6.7 Blankline Rosters

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

B6.8 Exception

- (a) With the exception of the circumstances within clause B6.6 Forecast Rosters and clause B6.7 Blankline Rosters when a subsequent change is required the following will apply:
 - (b) The sign-on for any new or altered work must be within the lift up and lay back thresholds, when applied to the original shift; and
 - (c) Alternative or new work may be provided, where possible;
 - (d) Pacific National Bulk Rail has the right to deploy a driver from one form of work to another so long as the work falls within their skills and competencies. In cases where rest working is involved the Train Crew must be returned to their home sign off point in the same shift unless agreed with the Employee;
 - (e) If no alternative or new work is available within the lift up and lay back threshold, the Employee is to drop into the next advice period to receive advice for their next turn of duty. Only by agreement with the Employee can this provision be negated;
 - (f) If no new or alternative work is available, i.e. the shift is cancelled, and at least three (3) hours notice is not provided, the Employee will have 7.6 hours credited against their Duty Cycle.
 - (g) Train Crew will receive wake up calls for all shifts where the sign on time is between 2000-0800, protection of lift-up and lay back will still apply. If a shift cancels during this period and the Employee is not required to attend work the Employee will be given a not required and no additional payment will be made. The Employee will fall into the next available advice period. In the event that the shift that cancels is an overtime shift, clause B6.1(e) will apply.
 - (h) Subject to relevant OH&S, fatigue management and operational issues, Employees may mutually exchange rostered working shifts, with the approval of the relevant manager or rostering staff. Pacific National Bulk Rail will not unreasonably withhold approval where such requests are cost neutral.

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

B7 SHIFT LENGTHS

B7.1 Maximum Shift Lengths

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

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

- (b) For the purposes of this clause, a shift that exceeds 11 hours but is less than twelve (12) hours is taken to be a twelve (12) hour

shift. A maximum of six (6) shifts of twelve (12) hours is to be worked in any fourteen (14) day period.

- (c) If rostered or working on a NON depot shift that cancels, and an Employee is moved to depot shift work, the shorter shift length will apply.

B7.2 Rostered Working Time and Actual Working Time

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

B7.3 Minimum Shift Lengths

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

B7.4 Exception

- (a) Crew may be rostered to travel back to their original sign-on location within a 16 hour maximum shift limit from a Pacific National Depot and within twelve (12) hours for all other rest locations, regardless of the crew configuration. Crew will not be required to undertake any work, including driving a motor car, where the travelling time and the original working time exceeds twelve (12) hours. For arrangements in accordance with this clause, one (1) meal allowance will only be paid for shifts that exceed twelve (12) hours.
- (b) When travelling back to the Home Depot, public transport shall not be used between 2000 hours and 0400 hours. Hire cars, XPT, taxis or crew vehicles will be utilised between these hours.

B7.5 Maximum hours on Duty in Emergency Situations

- (a) The requirements of this clause do not apply in the event of:
- (i) An accident or emergency; or
 - (ii) Any urgent circumstances approved by the ITSRR; or
 - (iii) Any other unforeseeable circumstances, that make it necessary to contravene this clause to avoid a serious dislocation of train services if there is no reasonably practicable alternative, if the driver or drivers concerned indicate their fitness to work the extended hours.
- (b) In this clause Emergency means an emergency arising out of an actual or imminent event, such as fire, flood, storm, earthquake or explosion, that:
- (i) Endangers, or may endanger, the safety of persons, or
 - (ii) Destroys or damages, or may destroy or damage, property.

B8 INTERVAL BETWEEN SHIFTS

- B8.1** At Home Base the interval between shifts will be twelve (12) hours.
- B8.2** At a Rest Location, the interval between shifts is a minimum eight (8) hours or ten (10) hours if the previous shift length worked was greater than eleven (11) hours
- B8.3** Such intervals between shifts may be reduced to seven (7) hours through the roster development process in consultation with the Employees. Outside of the roster development process and on a case by case basis agreement with the individual is required. The minimum rest period described in a Master Roster will apply.
- B8.4** Notwithstanding this, the following rest locations are agreed as minimum seven (7) hour rest:
- Enfield Depot –Nowra & Blayney
 - Moss Vale – Enfield & Nowra
 - Cootamundra - Moss Vale
 - Parkes - Cobar
 - Werris Creek – Newcastle
 - Gulgong- Cobar

B9 MANDATORY REST PERIOD

- B9.1** A Mandatory Rest Periods will be provided after having worked eleven (11) consecutive shifts.
- B9.2** Mandatory Rest Periods shall conform to the same conditions as an RDO, as outlined above.

B9.3 Forecast

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

B9.4 Blankline

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

B10 CONFIRMING NEXT TURN OF DUTY

- B10.1** Next turn of duty will be in accordance with the starting time shown on the Master Roster, the Working Roster, the Daily Work Plan or advice period, subject to any lift-up or lay-back adjustment.
- B10.2** Confirmation of an Employee's next turn of duty, sign-on time, sign off time and details of any Barracks Working will normally be provided upon signing off duty on the previous shift. If an Employee has been advised for a job in which he is not qualified to do he must advise rostering staff and be given an alternative job before signing off.
- B10.3** The Daily Work Plan will be available and posted to confirm the allocation of work, sign-on time, and details of any Barracks working by 1730 hours on each day. The work plan will contain advice for at least the following shift/s up to 0600 hours the subsequent day, i.e. thirty (30) hours of advice subject to changes due to operational requirements.
- B10.4** The advice for the return shift, sign-on time, sign-off time, fatigue score and other relevant information will be provided at the same time if available
- B10.5** 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.
- B10.6** 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.
- B10.7** When an Employee signs off duty before the morning advice period and no advice is available for their next turn of duty, the Employee will fall back into the afternoon advice period.
- B10.8** Train Crew will receive wake up calls for all shifts where the sign on time is between 2000-0800, protection of lay back will still apply. If a shift

cancels during this period and the Employee is not required to attend work the Employee will be given a not required and will fall into the next available advice period. Wake-up calls will not be made for local work which will be defined through consultation with each depot.

- B10.9** Where an Employee does not want to be contacted during the advice period (sleep or personal reasons) the Employee is to notify Pacific National Bulk Rail upon signing off. The responsibility to receive advice for the next turn of duty then becomes the Employee's.
- B10.10** It is the intention of the Pacific National Bulk Rail to call Train Crew however an Employee who has not received advice during the pm call period shall make contact with Pacific National Bulk Rail not later than 1800 hours to obtain their next turn of duty. If the Employee has left a message on the rostering telephone and has not been contacted by 2000 hours on the day by Pacific National Bulk Rail, the Employee will be deemed to be rostered off.
- B10.11** Barracks Working Advice - Blank Line Only
- (a) Where not included on either the Master or Working Rosters, Train Crew will be notified of any barracks working upon signing off duty on the previous shift or where possible twelve (12) hours in advance.
 - (b) Whereupon Train Crew sign off at rest locations the confirmed return advice will include sign on and sign off times and assigned tasks.
 - (c) Rostering officers may provide advice for Employees next turn of duty via SMS, advice on answering machines, message banks or a nominated responsible person, where such has been provided by the Employee as an alternative. Where such advice has been provided it will be logged by the company to avoid doubt.

B11 LIFT-UP AND LAY-BACK

- B11.1** At home location, Train Crew must be contactable to allow for a two (2) hour lift-up and a four (4) hour lay-back.
- B11.2** It is expected that crews will be called to sign on duty as required at resting locations. Lift-up and Lay-back thresholds will apply from the confirmed sign on time at the rest location. It is the responsibility of the Employee to advise the appropriate telephone number to facilitate a call to sign on duty.
- B11.3** No more than two alterations to the confirmed sign-on time will be made.
- (a) Alternative or new work may be provided, where possible.

- (b) If no alternative or new work is available within the lift up and lay back threshold, the Employee is to drop into the next advice period to receive advice for their next turn of duty.
- (c) If no new or alternative work is available, ie. the shift is cancelled, and at least three (3) hours notice is not provided, the Employee will have 7.6 hours credited against the hours of work cycle.

B12 RESTING AWAY

B12.1 Rosters for Train Crew may include tasks or positions that involve a rest period away from the initial sign on location. To avoid doubt, this provision provides for the next turn of duty to be one that provides for the Employee to return to their initial Home Base or sign-on point.

B12.2 Rest Detention

- (a) Rest Detention shall commence 12 hours after Train Crew have signed off at a rest location. Train Crew will receive a payment at the penalty rate of 1.8 times their Base Rate, for all time in excess of twelve (12) hours until sign-on of the next shift. The shift limit starts from the sign on of that shift. Train Crew must be signed off at their home location within a 40 hour pattern span from their sign on time at Home Base.
- (b) Where possible Train Crew will be relieved on arrival at their home depot if there is a crew already on duty and available to provide relief.
- (c) Where the company does not provide meals, Employees shall be paid a meal allowance as per clause B12.3 for each completed eight (8) hour period, or part thereof, calculated from the sign-on at the Employee's Home Base to the sign-off at the Employee's Home Base.

B12.3 Meal Allowance for Barracks Working

- (a) Meal allowance will be paid at the current applicable rate (\$28.39) for every completed eight (8) hour period or part thereof and adjustments will be made in accordance with % increases in this agreement and as allowed by the ATO.

B13 ROSTER SUSPENSION – FORECAST ROSTERS

B13.1 In situations where a major derailment, washaway, customer maintenance programs or other unplanned circumstance causes major service disruption, all rosters affected may be suspended until normal operations can resume. Roster suspension may apply up to seven (7) days beyond which an interim roster will apply until normal operations resume.

B13.2 Where practicable, a minimum of seven (7) days notice will be provided and consultation with the respective depot will occur.

B14 AVAILABLE DAYS

B14.1 Available Days will be limited to Friday, Saturday, Sunday and Monday. Available Days will be used to cover absenteeism only. Absenteeism in this context means an Employee's absence from work in accordance with an entitlement to personal/carer's leave as outlined in clause A21

B14.2 Furthermore, Available Days will not be used to cover:

- (a) Absenteeism to work services at other depots (exception: Available Days can be used to replace absenteeism ex-rest from an Employee's Home Depot).
- (b) Long term absenteeism. Long term absenteeism is defined as a situation where an Employee is on personal/carers leave in excess of four (4) consecutive days.

B14.3 The following amount of Available Days will apply:

- (a) Blankline Rosters: The Available Day will fall on one of the additional RDO's on Blank Line Rosters. Only a maximum of four (4) available days will be allocated to a Master Roster for every ten (10) lines.
- (b) Combination Rosters: Combination Rosters will receive a pro-rata amount of Available Days equal to blank line to forecast lines.

B14.4 Available Days will be allocated a time zone which must be indicated on the Master Roster. The Employee must make themselves available to work for this specified time frame. The timeframes will be as follows:

- (a) 0000-0600
- (b) 0601-1200
- (c) 1201-1600
- (d) 1601-2000
- (e) 2001-2400

B14.5 The Absenteeism that an Employee will be covering, may not occur within the specified time frame allocated to that Employee.

B14.6 In the event that that an Employee is not called upon to perform duty within the time frames (iii) 1201-1600, (iv) 1601-2000 or (v) 2001-2400, the Employee will receive two (2) hours to their Duty Cycle

- B14.7** In the event that the timeframe lapses, then the Employee will no longer be required to make themselves available on this day and they will continue to receive their RDO. If an Employee is asked to work outside of the zone on the Master Roster it will require agreement with the Employee and payment will be made as a stand alone overtime payment.
- B14.8** In the event that the Employee is not called in, they will continue to receive their RDO
- B14.9** In the event that an Employee works on an Available Day, all hours worked will not be added to the duty cycle. In this instance, all hours worked will be banked and these hours will be known as an Additional Day Off (ADO). Through consultation with depot management, these ADO's must be taken by the end of the calendar year following the year that they fall on. Any ADO/s not taken before this time will be paid out at the base rate as soon as practicable at the end of the aforementioned calendar year. The weekly validation tool will be provided to the employee and depot management to assist in determining which day can be chosen. Employees will be provided a response within 7 days of submitting their request and at least seventy-two (72) hours will be provided to the Employee. In addition, clause A18.8 can apply to ADO's. However, in the event that there are significant operational changes such as drought, the company through consultation may direct and roster the Employee to take their ADO/s.
- B14.10** If an additional ADO cannot be provided by Pacific National Bulk Rail an additional 0.8 stand alone allowance will be paid for the actual hours worked.
- B14.11** Available Days cannot impact on any Golden Weekend requirements of an Employee.
- B14.12** Available Days cannot impact on any RDO protection guidelines required in the Agreement. I.e. if an available day falls on the Master Roster after multiple RDO's the timezone for the available day must be after 0600
- B14.13** In the event that that an Employee has a group three (3) or more consecutive RDO's, an Available Day can only fall on the first or last RDO's, and only one Available Day to be allocated per Group of RDO's unless agreed.
- B14.14** An Employee may be permitted to swap Available Days with another Employee subject to the approval by the relevant Depot/Regional Manager
- B14.15** In the event that an Employee is required to work the rest job on an available day and the sign on for the return shift occurs prior to 0600 the following day, the return shift will be paid at standalone 1.8

B14.16 In the event that an Employee is on any leave on an Available Day, the Available Day will revert to an RDO. Leave, will therefore will not be deducted and the Employee will not receive the on-call allowance.

B15 ROSTERING GUIDELINES FOR TERMINAL OPERATORS

B15.1 Existing Terminal Operators rosters, conditions and rostering guidelines will remain in place at the time of lodgement of this Agreement and will not change or be varied until transition into the new classification structure is completed. Any changes to rosters during the transition period will be in accordance with the roster consultation process provided for in this Agreement.

B15.2 Consultation

- (a) Employees may elect to form a rostering committee. Where formed, Pacific National Bulk Rail will consult with the committee as part of the consultative process. Where no rostering committee is formed, consultation will occur in accordance with the provisions outlined in clause A31 of this Agreement.
- (b) Pacific National Bulk Rail, in consultation with the local rostering committee (where formed), will develop and modify rosters consistent with operational requirements.

B15.3 Roster Development

- (a) The Master Roster shall be exhibited primarily for the purpose of indicating all rostered days off (RDOs) and all known work. Additional RDOs may be inserted into the Master Roster.
- (b) Where a change to a Master Roster is proposed, consultation, as outlined in clause 31 of this Agreement, will commence at least twenty-eight (28) days prior to the intended implementation date of the new roster.
- (c) Following consultation, the final Master Roster is to be posted at least fourteen (14) days in advance of its implementation.
- (d) The Master Roster will include sign-on and sign-off times.
- (e) Changes to a Master Roster will be made mindful of balancing the business demands and the needs of Employees.
- (f) Rosters should be arranged to provide the maximum number of complete weekends rostered off duty. Employees will not be required to work more than three (3) weekends in a row.
- (g) There may be more than one roster developed at a location for a similar or the same position.

- (h) Rosters in place at the time of certification of this Agreement will only be changed or varied in accordance with the roster consultation process provided for in this Agreement.
- (i) The commencement time of a shift of ordinary hours will be as per the posted Master Roster or Working Roster.

B15.4 Shift Lengths

- (a) The maximum rostered shift length shall be twelve (12) hours.
- (b) The rostering and management of twelve (12) hour shifts is to be limited to no more than four consecutive twelve (12) hour shifts in any seven (7) day period.
- (c) It would be normal to roster to a minimum of eight (8) hours in the Master Roster. However, subject to specific business needs and operational requirements, shifts of a minimum of four (4) hours may be utilised to cater for:
 - (i) An extra overtime shift;
 - (ii) Training. Where training shifts are proposed, as far as practicable, the content should provide a training shift of eight (8) hours;
 - (iii) Medical examination/trauma counselling.
- (d) No Employee shall be required to work more than seven (7) consecutive shifts without a day off.

B15.5 Interval Between Shifts

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

B15.6 Working Rostering Changes

- (a) Where the Working Roster is developed, a period of seven (7) days notice of the introduction of such rosters shall occur.
- (b) Where a Working Roster is adjusted such that an Employee is required to change from one shift to another, a period of twenty four (24) hours notice will apply, unless an RDO is affected where seven (7) days notice will apply, unless the Employee agrees to a shorter period or it is a mutual shift exchange. The twenty-four

(24) hour notice provision will only be used to cover circumstances such as, absenteeism or exceptional operational requirements.

- (c) Subject to relevant WHS, fatigue management and operational issues, Employees may mutually exchange shifts (including Duty Free Periods), with the approval of the relevant manager or rostering staff. Pacific National Bulk Rail will not unreasonably withhold approval where such requests are cost neutral.

B15.7 Management of Hours Shift Workers

- (a) Ordinary hours will be allocated to average thirty-eight (38) per week over the Roster Cycle. Pacific National Bulk Rail in consultation with affected Employees and upon agreement, may also develop rosters where average hours exceed 38 per week. Where this is the case, overtime payments will be made in accordance with provisions outlined in clause B15.9 below.

B15.8 Overtime

- (a) Overtime is defined as:
- (b) Total hours worked in excess of the average of thirty-eight (38) per week over the Roster Cycle or Hours worked in excess of those in the ordinary rostered Shift Length; or

B15.9 Hours worked on a RDO

- (a) The penalty multiplier for overtime hours is 1.5 for the first three (3) hours and then 2 thereafter, except for overtime worked on a Sunday where the penalty multiplier is two (2) for all hours worked.

B15.10 Composition of Total Remuneration

- (a) Total Remuneration is made up of Base Remuneration as per Terminal Operators classification structure plus Shift Penalties.
- (b) Shift/ Aggregate Penalties (APM)
 - (i) Shift penalties are provided to compensate Employees for:
 - (a) working shiftwork and weekends;
 - (b) annual leave loading.
 - (ii) Shift penalties are calculated for a whole Master Roster. Employees rotate through lines on a Master Roster without altering the APM. Where an Employee works under a Master Roster that contains only one line, APM is calculated on the individual's Master Roster.
 - (iii) Shift penalties are determined by calculating an Aggregate Penalty Multiplier (APM) from the available shift and rostering

information, i.e. the time worked on weekends and/or night/afternoon shifts.

(iv) Application of APM (Aggregate Penalty Multiplier)

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

(v) Calculating APM

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

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

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

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

To calculate the APM use the following:

Part A

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

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

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

Part B

Step 4 For annual leave loading, add 0.019 for a Shiftworker or 0.013 for a Dayworker.

Where an APM is calculated and applied across a whole roster, based on the planned or Forecast Working, and the planned or Forecast Working on the roster changes to the extent that the calculated APM is no longer relevant, a revised APM will be calculated and applied based on the revised work plan or roster arrangements.

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

B16 TRANSITIONAL PROVISIONS- VICTORIA

B16.1 Scope

- (a) This clause applies to Employees who:
 - (i) Immediately prior to the Commencement Date were covered by the *Pacific National Victorian Bulk Rail Enterprise Agreement 2014*; and
 - (ii) Remain employed in the same position at the Commencement Date.

B16.2 Classification

- (a) On the Commencement Date, an Employee to whom this clause applies will be reclassified to the corresponding classification under this Agreement in accordance with clause B3.

B16.3 Top-up Allowance

- (a) In addition to the amounts set out in schedule 1, an Employee to whom this clause applies will receive an allowance equal to the difference between:
 - (i) The Total Remuneration under clause B5.1; and
 - (ii) The rate applicable to the Employee's position immediately prior to the Commencement Date.
- (b) The Top-up Allowance will be calculated fortnightly and paid in accordance with clause A49.
- (c) The Top-up Allowance will form part of the Employee's Total Remuneration.
- (d) The Top-up Allowance will cease to be paid on the Transition Date.

B16.4 Payments for Long Service Leave

- (a) For an Employee to whom this clause applies, long service leave under clause A20 will be paid at the Total Remuneration for the term of the Agreement.

B16.5 Transition Bonus

- (a) An Employee to whom this clause applies will be paid a Transition Bonus in accordance with the following:

Date	Percentage of the annual rate applicable to the Employee's position immediately prior to the Commencement Date
Commencement Date	2%
1 April 2019	2%
1 April 2020	2.5%
1 April 2021	2.5%

- (b) The Transition Bonus will be paid in full on the first pay day following the dates set out in clause B16.5(a) above.
- (c) The Transition Bonus does not form part of the Base Remuneration or Total Remuneration.
- (d) The Transition Bonus will cease to be paid on the Transition Date.

B16.6 Wage Increases

- (a) For the abundance of clarity, the wage increases in clause A50 do not apply to the rate applicable to the Employee's position immediately prior to the Commencement Date.

B16.7 Transition Date

- (a) For the purposes of clause B16, Transition Date means when the Total Remuneration for the Employee set out in clause B5.1 exceeds the rate applicable to the Employee's position immediately prior to the Commencement Date

B16.8 Total Remuneration

- (a) Until the Transition Date, Total Remuneration will mean
- (i) the Total Remuneration for the Employee set out in clause B5.1; and
 - (ii) The Top Up Allowance.

SECTION C COAL TRAIN CREW

C1 SCOPE

- C1.1** This Section C shall be read in conjunction with Section A and shall only apply to the Employees engaged in the classifications and perform the functions as described in clauses C4.2.

C2 CLASSIFICATION PRINCIPLES

- C2.1** The classification structure will operate in accordance with the following principles:
- (a) Positions will be defined in terms of their primary accountabilities or main functions.
 - (b) Classification of a position will be made on the basis of matching the primary accountabilities or main functions with the appropriate level of the classification structure.
 - (c) On this basis, Employees will be classified at a level within the classification structure that is commensurate with the primary accountabilities or main functions of the position undertaken.
 - (d) Employees will remain in their classification unless there is a major and substantial change in the work undertaken and/or accountabilities.
 - (e) As directed by Pacific National Bulk Rail, an Employee will be required to perform any skill they are competent and qualified to perform within their current classification or lower classification levels.
 - (f) Classifications are based on primary accountabilities or main functions used in the position rather than skills possessed by the Employee.
 - (g) To allow for the design of positions and the performance of activities and tasks based on assessment of what is safe, efficient and logical, and for which the Employee has been trained and has current and demonstrated competency.
 - (h) Flexibility that allows Pacific National Bulk Rail, or a section of Pacific National Bulk Rail, to change the way work is organised and/or the way positions are designed, as required by business or commercial demands.
 - (i) The Transport and Logistics Industry Training package and the associated competency standards will form the basis of Pacific National Bulk Rail's training and development system. In addition specific route and locomotive knowledge and skills will also be included. Certificates or other relevant qualifications will be issued to Employees upon satisfying the requirements of the specified competency standards. Upon receiving the qualifications, Employees will be aligned to the commensurate level within the classification structure.

C3 RECOGNITION OF CURRENT COMPETENCY

- C3.1** Employees who are engaged and have had previous experience and knowledge in the position which they are engaged in will be assessed to determine the

appropriate level to which the Employee should be appointed to within the classification structure. Internal transfers from within Pacific National Bulk Rail will be appointed to the same classification level that they currently hold competency for while they receive the appropriate training, instruction or skills development to enable qualification at that level.

C3.2 Where an Employee is assessed not to be competent at the level to which they have been aligned within the classification structure, they shall receive the appropriate training, instruction or other skills development to enable qualification or acquisition of the identified competencies. During such time they shall retain their current classification and pay level.

C3.3 Any existing Employees aligned to the new classification structure shall be salary maintained, and have their wages and conditions adjusted in accordance with this Agreement.

C4 TRAIN CREW CLASSIFICATION STRUCTURE

C4.1 Pacific National Bulk Rail Employees covered by this Agreement shall be employed in any of the classifications as set out below which operates in accordance with the following principles:

- (a) A trainee will commence under the classification of Trainee Level 1, and progress through to Assistant Driver Level 5 within a nominal 2 year period or as assessed as competent within the relevant qualifications at each level. On satisfactory completion of the competency requirements or at the end of the nominal 2 year period the Employee will be a qualified mainline driver and will be undertaking all driver accountabilities on the mainline operation and in the terminal. There may be extenuating individual circumstances that prohibit an Employee from progressing to a higher classification level.
- (b) Employees may also apply, based on merit, for positions in other classification structures e.g. Support Classification Structure outlined in Schedule 1.

C4.2 Driver Classification Structure

Classification Pay Level	Description
Trainee Level 1	An entry level Employee engaged in a locomotive trainee driver position who is completing classroom based training and can perform various duties as required. Automatic progression to Level 2 – on Assessment.
Second Person Level 2	An Employee engaged to perform the position of 2nd person during train operations. This Employee will also be competent to carry out shunting operations, marshalling and roll-by, as required. At this level an Employee undertakes Engine and Air training (Block School) to gain the knowledge required for driving trains. Automatic progression to Level 4 – on Assessment. Automatic progression to Level 3 – on Assessment of Terminal Operator tasks at Inner Harbour only.
Second Person Level 3	This level is applicable to Inner Harbour trainee locomotive drivers only who are employed during the life of this Agreement. Tasks include that of a Terminal Operator Level 1 as outlined in the

Classification Pay Level	Description
	<p>Terminal Operator classification structure below in addition to the tasks outlined at Level 2 above.</p> <p>Tasks will also include that of Driver Under Instruction as outlined in the following Classification Pay Level 4.</p> <p>Automatic progression to level 5 - on assessment of one (1) mainline route as a driver</p>
<p>Terminal Driver Level 4</p> <p>Driver Under Instruction Level 4</p>	<p>A Driver who is qualified and required to perform driver duties, including DOO, FX1s and marshalling duties within a Terminal/Yard environment. In this classification, the Employee will also operate as a 2nd Person as part of a Train Crew on the main line. Within their level of competency, in this position, the Terminal Driver may also be required to assist other Employees in skills transfer.</p> <p>While learning a mainline route, the driver will transfer to the mainline roster. On successful completion of assessment of one (1) mainline route they will transfer permanently to that roster.</p> <p>Automatic progression to Level 5 – on Assessment of one (1) mainline route as a driver.</p>
<p>Driver Level 5</p>	<p>A driver qualified to perform tasks on mainline operations and can operate as part of a two (2) person crew on the mainline, and perform 4 Person Push/Pull functions and Terminal DOO operation. Within their level of competency, in this position, the driver may also be required to assist other Employees in skills transfer.</p> <p>Automatic progression to Level 6 –12 months after being appointed to Level 5</p>
<p>Driver Level 6</p>	<p>A driver qualified to perform tasks on mainline operations and can operate as part of a two (2) person crew on the mainline and perform 3 Person Push/Pull functions.</p> <p>Within their level of competency, in this position, the driver may also be required to assist other Employees in skills transfer.</p> <p>Merit selection to higher positions.</p>
<p>Mentor Driver Level 7</p>	<p>A driver required to perform such tasks shall be selected by Pacific National Bulk Rail to perform duties in accordance with the company's Mentor Program.</p> <p>In this role, the driver will mentor second persons and other drivers with respect to various aspects of a driver's duties in readiness for assessment.</p> <p>The driver will have a superior road knowledge base and be willing to engage in special duties associated with depot operations.</p> <p>This level will be paid as higher duties for shifts when drivers are performing the tasks of a Mentor Driver.</p> <p>Merit selection to higher positions.</p> <p>Permanently appointed Mentor Drivers located at Pt Kembla and Lithgow as at 1 April 2013 will maintain their current position and remuneration at this level.</p>
<p>Team Leader Level 8</p> <p>Driver Only Mainline Level 8</p>	<p>As a Team Leader this position is accountable for planning and organizing activities, usually on a shift basis.</p> <p>This level will be paid as higher class duties for shifts when qualified drivers are undertaking driver accountabilities on mainline operations.</p> <p>In the event that an Employee undertakes 75% mainline DOO they</p>

Classification Pay Level	Description
	will be paid at this classification level on a permanent basis. In the event that 75% of working at a depot is mainline DOO, Employees at that depot will be paid at this classification level on a permanent basis.
Driver Trainer Level 9	The primary objective of the Driver Trainer is to consistently implement learning and development policies, procedures and competency based training and assessment strategies to Pacific National Bulk Rail clients on behalf of the RTO within the site or region for which they are responsible. Specifically, Driver Trainers are accountable for the consistent and equitable implementation of approved competency based training and assessments, utilising approved learning and development policies, procedures and competency based training and assessment strategies, in accordance with the level of personal training and / or assessment qualification held.

C5 TRAINING

- C5.1** All training will be scheduled based on training facility and resource availability and the needs of the business at designated locations on the following basis:
- (a) Employees will work shifts based on group and individual training plans. It is recognised that training should generally take place on day and afternoon shift.
 - (b) Where required by the business, Employees may be temporarily transferred to a different Home Base to complete training under the provisions outlined in Temporary Transfer clause A34.
 - (c) For clarity, Employees undertaking training are entitled to overtime where required.

C6 MANAGEMENT OF HOURS OF WORK

- C6.1** Duty Cycles
- (a) The ordinary hours of work for Train Crew, as described in clause 9, will be managed in thirteen (13) cycles each of which will be four (4) weeks in duration (the "Duty Cycle").
 - (b) Each Employee will be required to work 152 hours in each Duty Cycle.

C7 REMUNERATION

- C7.1** Entitlement
- (a) Employees covered by this Agreement shall be entitled to:
 - (i) The Base Rate as set out in Schedule 1 of this Agreement for the applicable classification;
 - (ii) The Aggregate Allowance as set out in sub clause C7.2; and

(iii) The Aggregate Penalties as set out in sub clause C7.3.

C7.2 Aggregate Allowance

- (a) Aggregate Allowances are intended to cover all allowances applicable to positions covered in this Section C, unless specifically provided for elsewhere in this Agreement.
- (b) The following allowance percentages will apply:
 - (i) Locomotive Driver Stream - 9.5%
- (c) Aggregate Allowances are in accordance with the following table.

	Commence ment Date 2018	1 April 2019	1 April 2020	1 April 2021
Rate for Annual Aggregate Allowance	\$ 62266.88	\$63512.22	\$65100.02	\$66727.52

C7.3 Aggregate Penalty Multiplier

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

Data required to calculate an Aggregate Penalty Multiplier			
Base Data	Column A	Shift Multipliers	Column B
Actual number of hours in Roster Cycle	Actual number of hours in Roster Cycle		Hour Equivalentents
↓	↓	↓	↓
Day Shift Hours See Note 1	Insert No. of Hours	1.00	Multiply No. of Hours by Shift Multiplier

Data required to calculate an Aggregate Penalty Multiplier			
Afternoon/Night Shift Hours See Note 2	Insert No. of Hours	1.18	Multiply No. of Hours by Shift Multiplier
Saturday Shift Hours	Insert No. of Hours	1.50	Multiply No. of Hours by Shift Multiplier
Sunday Shift Hours	Insert No. of Hours	2.00	Multiply No. of Hours by Shift Multiplier
Sub Totals			

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

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

(b) To calculate the APM use the following:

Part A

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

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

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

Part B

Step 4 For annual leave loading, add 0.019 for a Shiftworker or 0.013 for a Dayworker.

- (c) The resultant APM factor will be applied to the Base Remuneration, for actual hours worked, for each Employee resulting in an annual quantum of APM. The resultant quantum of APM will be paid in equal instalments each pay period, irrespective of the actual hours worked by the Employee in the pay period. The APM is not applied to payments for overtime.
- (d) Where an APM is calculated and applied across a whole roster, based on the planned or Forecast Working, and the planned or Forecast Working on the roster changes to the extent that the calculated APM is no longer relevant, a revised APM will be calculated and applied based on the revised work plan or roster arrangements.

C7.4 Overtime (Train Crew only)

- (a) All hours worked on an RDO will attract a penalty rate of 1.7.
- (b) All overtime payments shall stand alone and not be calculated in Duty Cycle Hours.

- (c) Where hours are worked in excess of the Duty Cycle hours of 152. Where the total is less than 168 hours the penalty rate multiplier for all overtime hours shall be 1.7.
- (d) Notwithstanding (a) above, where the total hours exceed 168 hours the penalty rate multiplier shall be 2.0 for overtime hours beyond 168.
- (e) All overtime penalties are applied to Base Remuneration.

C7.5 Coal Bonus

- (a) Employees who were permanent full-time Train Crew and attached to the crew depots at Hunter Valley and at Mudgee as at 27 February 2004 and who were, as at 26 February 2004, receiving an aggregate payment for Train Crew, as detailed in the Freight Rail Corporation Enterprise Agreement 3 2001, will receive in addition to the payments outlined above an allowance of \$10,500 pa and \$5,000 pa respectively. This allowance will be paid in fortnightly instalments.

C8 ROSTERING PRINCIPLES (TRAIN CREW)

C8.1 Master Rosters

- (a) A Master Roster shall be exhibited primarily for the purpose of indicating rostered days off (RDOs), all known and Forecast Work in the depot, the required number of lines to be filled by the depot and to meet the operational requirements of the business having regard to fatigue principles. The actual work performed by an Employee shall be as that set out in the Working Roster described in clause C8.2.
- (b) Pacific National Bulk Rail will maximise the amount of Forecast Working, where business and operational requirements make it practical to do so.

C8.2 Working Roster

- (a) All Employees will be allocated to a Permanent Line and will rotate through lines in their roster.
- (b) As far as practicable, hours are to be equalised out over the hours of Duty Cycle.
- (c) Pacific National Bulk Rail, in consultation with the local Roster Committee (where formed), will develop and modify rosters consistent with operational requirements.
- (d) For Forecast Working the completed Working Roster will be posted no later than 16:00 at the normal sign on location, showing allocation of work, sign on times and shift length at least nine (9) days in advance of the Sunday on which the roster is to commence.
- (e) For Blank Line Working the completed Working Roster will be available and posted to confirm the allocation of work, sign on time and details of any Barracks Working by no later than 1600 hours each day. The Working Roster will contain advice for at least the following shift/s up to 0600 hours the subsequent day i.e. 30 hours of advice.

- (f) Fatigue scores the equivalent of 80 or greater will be exhibited next to the Working Roster each day. This will show the Employee's name, the score that will be reached after the completion of the next shift and how that score will be mitigated.
- (g) The working arrangements for blank line rosters shall be defined by the relevant shift limit for each crew configuration and a requirement that the crew report for further duties should they complete their assigned task before they are eight (8) hours on duty. To avoid confusion this eight hour time frame is to include travel and sign-off times.
- (h) As a fatigue management principle, the Parties agree that the sign on times for the travel portion of a travel Passenger for rest shifts will be, where practical, limited to occur between the hours of 14:00 and 23:00.
- (i) As far as possible, rostering will be done on a "first off - first on" basis keeping in mind fatigue and qualification principles.

C8.3 Leave Relief Lines

- (a) Pacific National Bulk Rail will determine for each Master Roster the number of additional people that are required for leave relief purposes. For each additional leave relief position an additional line will be formed in the Master Roster and designated as Leave Relief. Leave Relief lines will be spread evenly through the Master Roster.
- (b) There will be a minimum of 4 weeks notice for advice to Employees about to enter a Leave Relief line regarding the leave relief line and associated RDOs and Zones, unless otherwise agreed with the affected Employee.
- (c) RDO's and Zones will be displayed for Leave Relief lines on the Master Roster and will be adhered to if no leave relief coverage is required.

C8.4 Roster Development

- (a) Pacific National Bulk Rail will develop and modify rosters consistent with operational requirements.
- (b) In developing rosters, Pacific National Bulk Rail must take into account the following:
 - (i) Family, social and work commitments;
 - (ii) Occupational Health and Safety and specifically fatigue management principles;
 - (iii) Maintenance of qualifications;
 - (iv) Quality of work;
 - (v) Relevant conditions of employment;
 - (vi) Duty of care obligations;
 - (vii) Optimal staff productivity; and
 - (viii) Fair working for the Employees.

- (c) Rosters may be developed to include Forecast Working, Blank Line Working or both. Depot specific roster arrangements are detailed in clause C17 of this Agreement.

C8.5 Master Roster Changes

- (a) Where a change to a Master Roster is proposed, consultation will commence at least twenty eight (28) days prior to the intended implementation date of the new Roster. Following consultation, the final Master Roster is to be posted 14 days in advance of its introduction.
- (b) From time to time because of operational requirements there may arise a need to change the current roster. When this occurs Pacific National Bulk Rail in consultation with the Local Rostering Committee will develop the roster. There will be only three (3) such changes to the roster per calendar year. This can be extended to no more than four (4) with the agreement of the affected Employees.

C8.6 Working Roster Changes

- (a) With the exception of lay back adjustments, where a Working Roster is posted and a subsequent change is required, both of the following will apply:
 - (i) The sign on for any new or altered work must be within the lay back thresholds, when applied to the original shift; and
 - (ii) Alternative or new work may be provided, where possible.
- (b) If no new or alternative work is available, (i.e. the shift is cancelled), and at least 4 hours notice is not provided, the Employee will have:
 - (i) six (6) hours credited against their hours of work for shifts lengths up to a maximum of 9 hours
 - (ii) Eight (8) hours credited against their hours of work for shifts lengths up to a maximum of 11 hours.

C8.7 Roster Suspension (Forecast working only)

- (i) In situations where a major derailment, washaway or other unplanned circumstance causes track closure, all rosters affected may be suspended until normal operations can resume. In these circumstances, time actually worked will be used to determine overtime.
- (ii) Roster suspension may apply up to seven (7) days beyond which an interim roster will apply until normal operations resume.
- (iii) During a period of roster suspension, allocation of crew rostering will be determined by the local Roster Committee (if formed), local management and corporate management in line with shift limits and rostering principles contained in this Agreement. The suspension of a roster will not impact on the placement of RDO's. Where RDO's are worked the overtime provisions for work on an RDO will apply.

C8.8 Rostered Days Off (RDOs) (Train Crew)

- (a) RDO Principles

- (i) There will be a minimum of 104 per year designated RDOs averaged over the Duty Cycle inclusive of periods of leave.
 - (ii) Rostered days off can only be altered via a Master Roster change, or by agreement of the Employee concerned.
 - (iii) Single rostered days off will be avoided wherever possible in favour of grouping of such days off.
- (b) Defining the dimensions of RDOs
- (i) All single RDOs shall be either a minimum of thirty-five (35) hours in duration (from sign off time of the previous shift) or a minimum of thirty (30) hours in duration from midnight on one day to 0600 hours the next day.
 - (ii) For Forecast rosters this may be altered during the development of the roster in consultation and agreement with the affected Employees, but shall not be less than 30 hours.
 - (iii) Notwithstanding clause (c)(iii), multiple RDOs will commence from 0001 and conclude at 0600 the following day. Each additional day will be in blocks of 24 hours duration following the conclusion of the initial RDO at 0600 hours.
 - (iv) For blank line working where shift lengths are up to 11 hours, there will be no sign on after 1200 on the day prior to the RDO.
 - (v) For blank line working where shift lengths are up to 9 hours, there will be no sign on after 1400 on the day prior to the RDO.
 - (vi) During the development of a Forecast roster, sub clause (iv) and (v) will be taken into consideration.
 - (vii) If an RDO is infringed between the hours of 00:00 and 01:59 an additional stand alone payment of 2 hours at the rate of 1.7 of the Employee's hourly Base pay rate will be made for infringing the RDO.
 - (viii) If an RDO is infringed by 2 hours or more an Employee shall be able to nominate a substitute RDO.
- (c) Weekends Off Duty
- (i) In managing rosters, Pacific National Bulk Rail will provide as many whole weekends free from work as is possible.
 - (ii) Pacific National Bulk Rail will roster a minimum of 1 weekend off in every 3 weekends.
 - (iii) A weekend will comprise a minimum fifty-eight (58) hours commencing 2000 hours Friday to 0600 hours Monday.
 - (iv) For Blank Line rosters where shift lengths are up to 11 hours, there will be no sign on after 0800 on the day prior to the weekend off duty.
 - (v) For Blank Line rosters where shift lengths are up to 9 hours, there will be no sign on after 1000 on the day prior to the weekend off duty.
 - (vi) During the development of a Forecast roster, sub clause (iv) and (v) will be taken into consideration.
 - (vii) If the weekend off duty is infringed between the hours of 20:00 and 21:59 an additional stand alone payment of 2 hours at rate of 1.7 of the Employee's hourly base pay rate will be made for infringing the RDO.

- (viii) If the first RDO of the weekend is infringed by 2 hours or more an Employee shall be able to nominate one substitute RDO.

C9 SHIFT LENGTHS (TRAIN CREW)

C9.1 Maximum Shift Lengths

- (a) The maximum shift length shall be eleven (11) hours, subject to the limits prescribed below and depot specific arrangements:
- (i) Driver only (Mainline/Terminal) – 9 hours as prescribed in legislation.
 - (ii) 3 Person Push Pull – 9 hours
 - (iii) Route Qualified Level 5 or 6 driver and Second Person/Level 4 are not to be rostered together for more than two consecutive shifts. Following the second consecutive shift the shift limit will be 9 hours.
 - (iv) Any shift over eleven (11) hours will be treated as a twelve (12) hour shift for fatigue management purposes.

C9.2 Minimum Shift Lengths

- (a) Subject to clause C9.3(b) below, the actual working time credited to the Duty Cycle for shifts worked will be the greater of the actual hours worked or six (6) hours.
- (b) Where a shift can be worked up to a maximum of eleven (11) hours, the minimum credit to the Duty Cycle will be the greater of the actual hours worked or eight (8) hours.

C9.3 Maximum Hours of Duty – Emergencies and accidents

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

C10 INTERVAL BETWEEN SHIFTS (TRAIN CREW)**C10.1 At Home Base**

- (a) A minimum of twelve (12) hours.

C10.2 At a Rest Location

- (a) A minimum of eight (8) hours.

C10.3 Driver Only (Mainline) – a minimum of twelve (12) hours

C11 MANDATORY REST PERIOD (TRAIN CREW)

C11.1 Mandatory rest periods will be provided after having worked twelve (12) consecutive shifts in fourteen (14) days, inclusive of single sick days.

C11.2 This will include the counting of shifts when working from one fortnight, or one week, into the next fortnight or week.

C11.3 Mandatory rest periods shall conform to the same conditions as an RDO, as outlined in clause C8.8(b)(iii).

C11.4 Where an Employee works an overtime shift, at Pacific National Bulk Rail's request, and results in the Employee not being able to work a previously rostered shift due to the taking of the mandatory rest period, Pacific National Bulk Rail will credit the rostered hours of the shift not able to be worked to the Employee's Duty Cycle.

C12 CONFIRMING NEXT TURN OF DUTY (TRAIN CREW)

C12.1 Next turn of duty will be in accordance with the starting time shown on the Working Roster for Forecast Working or advice period or on sign off for Blank Line working.

C12.2 The Working Roster for Forecast Working will be available and posted at the normal sign on location, showing allocation of work, sign on times and shift length at least nine (9) days in advance of the Sunday on which the roster is to commence.

C12.3 The Working Roster for Blank Line Working will be available and posted to confirm the allocation of work, sign on time, details of any Barracks Working by no later than 1600 hours. The Working Roster will contain advice for at least the following shift/s up to 0600 hours the subsequent day i.e. 30 hours of advice subject to lay back due to operational requirements.

C12.4 Confirmation of an Employee's next turn of duty, sign on time and details of any Barracks Working will be provided by any of the following:

- (a) the posting of the Working Roster; or
- (b) upon signing off duty of the previous shift; or
- (c) if the Employee is not on duty or advice was not available when the Employee was on duty, advice will be provided between 1600 and 1730 for jobs after 0600 the following day.

- C12.5** 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.
- C12.6** Rostering officers may provide advice for Employees next turn of duty via SMS, advice on answering machines, message banks or a nominated responsible person, where such has been provided by the Employee as an alternative. When such an alternative is provided Pacific National Bulk Rail will provide such advice between the hours of 1530 and 1600. Where such advice has been provided it will be logged by Pacific National Bulk Rail to avoid doubt.
- C12.7** Barracks Working Advice
- (a) Train Crew will be notified of any Barracks Working upon signing off duty on the previous shift or during the advice periods.
 - (b) In the event that a barracks job is cancelled every attempt will be made to contact the crew as soon as possible.

C13 LAY-BACK (TRAIN CREW)

- C13.1** As part of their duties, Train Crew may expect to be contacted for lay back purposes. Pacific National Bulk Rail will contact crew directly for lay back purposes and crew are expected to be available to receive lay back advice.
- C13.2** Subject to sub-clause C13.4 below, Employees may be laid back a maximum of three (3) hours.
- C13.3** Pacific National Bulk Rail will make no more than one (1) alteration to the confirmed sign-on time under lay back provisions.
- C13.4** Prior to laying back Train Crew, Pacific National Bulk Rail will perform a fatigue analysis from the original sign on time to the forecasted sign off time to ensure all fatigue standards can be met. Copies of that analysis will be provided to the effected Train Crew.

C14 BARRACKS WORKING / RESTING AWAY (TRAIN CREW)

- C14.1** Rosters for Train Crew may include tasks or positions that involve rest periods away from the initial Home Base. To avoid doubt, this provision provides for the next turn of duty to be one that provides for the Employee to return to their initial Home Base
- C14.2** Rostering staff may decide to return crews to their Home Base without a rest period at a barracks or resting away location subject to the following:
- (a) Crew can self-drive up to the maximum shift length eleven (11) hours Driver/Driver, nine (9) hours DOO.
 - (b) The maximum shift length when originally rostered for rest will be sixteen (16) hours for purpose of travelling home.
 - (c) Employees shall receive a \$28.39 meal allowance when rostered to a Barracks location and home pass continuous

- C14.3** Where not included on the Working Roster, Train Crew will be notified of any Barracks Working at the earliest possible time or upon signing off duty on the previous shift but where possible at least 16 hours in advance.
- C14.4** The advice for the return shift and sign on time will be provided at the same time
- C14.5** An Employee will be credited and paid two (2) additional meal allowances if:
- (a) the return leg cancels; and
 - (b) it is altered to a "home passenger" after rest;
 - (c) the Employee is not notified by the company prior to departing their personal residence for the outward leg.

- C14.6** An Employee will be credited and paid one (1) additional meal allowance if:
- (a) the return leg cancels; and
 - (b) there is no return available; and
 - (c) if the Employee is not notified by the company prior to departing their personal residence for the outward leg.

C14.7 If the length of time in barracks is extended by more than two (2) hours and the Employee is not informed prior to departing their personal residence they will be credited and paid one additional meal allowance.

C14.8 Barracks Detention

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

C14.9 Meal Allowance for Barracks Working

- (a) Meal allowances will reflect and be adjusted in line with ATO guidelines. At the time of lodgement of this Agreement, the meal allowance is \$28.39.

C15 **COMMENCING AND RETURNING FROM LEAVE (TRAIN CREW)**

C15.1 Commencing Annual Leave: No work is to be rostered for a sign-on or a likely sign-off on the calendar day on which annual leave is to commence. i.e. There will be no

shifts to sign on after 1200 on the day prior to the commencement of annual or long service leave.

- C15.2** Returning from Annual Leave: No work is to be rostered on the calendar day on which annual leave is to conclude. Train Crew Employees are to be rostered after the hours of 0600 on the first available shift upon their return from leave.
- C15.3** Returning from Other Leave: When an Employee is on leave, other than annual leave, and a resumption date is not known the Employee will be required to provide at least twelve (12) hours' notice of their availability for inclusion into the roster or the advice period. In Pacific National Bulk Rail advice is to be received prior to 1500 hours on the day prior to returning to duty.
- C15.4** Upon returning from a period of leave of 4 weeks or more, an Employee will be provided with a period of time rostered prior to their first sign on to read all updated Network, Pacific National Bulk Rail and other related safety information as follows:
- (a) 4 weeks - an additional 10 minutes
 - (b) For each additional week – an additional 5 minutes
- C15.5** Upon returning from leave of 3 months or more, an Employee will be rostered with a Mentor Driver for their first shift.

C16 WAKE UP CALL (TRAIN CREW)

- C16.1** Employees are entitled to a “wake up” call for signing on at their Home Base when commencing work between the hours of 0000 and 0800 inclusive. The time of this call will be in accordance with the time limit set by the Employee. e.g. one (1) hour prior to sign on time.
- C16.2** Wake Up calls at Barrack Locations will be accordance with the time limit set by the Employee and may vary shift by shift.

C17 DEPOT SPECIFIC

- C17.1** Hunter Valley, Greta, Gunnedah and Mudgee
- (a) Confirming next turn of duty
 - (i) An Employee who has not received advice during the call periods shall make contact with Pacific National Bulk Rail not later than 1800 hours to obtain their next turn of duty.
 - (ii) An Employee has complied with clause C17.1(a)(i) if they:
 - A. Ring IPS;
 - B. If IPS is not available, leave a message with IPS and then ring their immediate supervisor (and if not available, leave a message); and
 - C. If the Employee has left a message with both IPS and their immediate supervisor and has not been contacted by 2000 hours on the day by Pacific National Bulk Rail, the Employee will be deemed to be rostered off.
 - (b) Barracks working

- (i) Where available, the advice for the return shift and sign-on time will be provided at the same time.
- (ii) Where not available, the advice for the return shift will be supplied on request, 8 hours before the outward leg's commencement.
- (c) Current Barracks Locations are as follows:
 - (i) Hunter Valley – Mudgee, Werris Creek, Inner Harbour, Gunnedah,
 - (ii) Mudgee - Broadmeadow
 - (iii) Gunnedah - Broadmeadow
 - (iv) Greta - Mudgee; Gunnedah; and Werris Creek

C17.2 Hunter Valley Mainline Drivers Roster

- (a) Zones aid drivers to organise their rest/leisure time, as well as, serving as a guide for the purposes of fatigue management. Drivers will be rostered in their appropriate zones.
- (b) Hunter Valley Mainline roster is a full Blank Line roster with the inclusion of a minimum of six “Zones” of sign-on times, with each zone duration being a maximum of 4 hours.
- (c) During the rostering development process there may be the inclusion of further zones which may overlap the current zone times.
- (d) The current zones are:
 - Zone 1: 0000-0359
 - Zone 2: 0400-0759
 - Zone 3: 0800-1159
 - Zone 4: 1200-1559
 - Zone 5: 1600-1959
 - Zone 6: 2000-2359
- (e) Confirming next turn of duty
 - (i) The following clause is to be used where the provisional program from 0000-0600 increases and will only cover Employees in zone 2:
 - (ii) 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.
 - (iii) 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.

C17.3 Terminal Roster

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

C17.4 Mudgee and Gunnedah Mainline Drivers Roster

- (a) Mudgee and Gunnedah work to a Blank Line roster.
- (b) Pacific National Bulk Rail in conjunction with the roster committee will evaluate the introduction of zones to support the roster.

C17.5 Greta Mainline Drivers Roster

- (a) Greta Mainline roster is a full Blank Line roster with the inclusion of a minimum of three "Zones" of sign-on times, with each zone duration being a maximum of 8 hours.
- (b) As the crew numbers at Greta increase, Pacific National Bulk Rail in conjunction with the Roster Committee will evaluate the increase in the number of zones supporting the roster.
- (c) During the rostering development process there may be the inclusion of further zones which may overlap the current zone times.
- (d) The current zones are:
 - (i) Zone 1: 0000-0759
 - (ii) Zone 2: 0800-1559
 - (iii) Zone 3: 1600-2359

C17.6 Lithgow, Port Kembla BHP Billiton Depot Specific Clauses

- (a) BHP Billiton work to a full Forecast roster
- (b) Lithgow and Port Kembla work to a Blank Line roster with provisions outlined below.
- (c) The following work will have a nine (9) hour shift limit sign on to sign off:
 - (i) Shed, Provisioning, Shunt and Relief Shifts
 - (ii) Round trips to the following mine sites and return – Baalbone, Metrop, Lidsdale loading shift, Wongawilli and Airly.
- (d) Current Barracks Locations are as follows:
 - (i) Port Kembla – Lithgow, Broadmeadow
 - (ii) Lithgow - Port Kembla, Broadmeadow
- (e) Drivers will not be rostered to travel as a passenger to or from Barracks Locations to do local working. This may happen on the day of operation due to unforeseen changes in requirements. This will be limited to a maximum of an additional four (4) hours of local work (only when necessary).

C17.7 Special Crew Configurations - Push-Pull Operations on Tahmoor Services

- (a) Train Crew on lead locomotive must be:
 - (i) Two (2) level 6 qualified mainline Drivers, only one must be Tahmoor route qualified.

(b) Special Crew Configurations - Trailing Locomotive on Tahmoor Services

- (i) One (1) fully route qualified mainline Driver with either a Driver or Second person; or
- (ii) Driver Mentor with either a Driver or Second Person; or
- (iii) Driver Trainer with either a Driver or Second Person.

C17.8 Cycle Hours – Lithgow, Pt Kembla and BHP Billiton

- (a) If an Employee declines to work after reaching the Duty Cycle hours (152 or hours shown on Master Roster) all days not worked will be treated the same as an RDO for the purposes of rostering their next turn of duty in the current Duty Cycle.

SECTION D SUPPORT

D1 SCOPE

D1.1 This SECTION D shall be read in conjunction with Section A. This Agreement shall:

- a) Only apply to Employees engaged in the classifications, who report to the Executive General Manager – PN NSW/Vic and who perform the functions as described in clause D3 below; and
- b) Also apply to support Employees previously covered by the Pacific National Operation Services Collective Agreement 2006 and who report to the Executive General Manager – PN NSW/Vic.

D1.2 This SECTION D shall not apply to any Employee:

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

D2 CLASSIFICATIONS PRINCIPLES

D2.1 The Support career path provides a structured career path for administrative, technical and professional positions within NSW Bulk Rail. For clarification this structure also covers Motor Car Drivers and Barracks Attendants.

D2.2 Principles

- (a) The classification structure for this SECTION D operates in accordance the following principles:
 - (i) Positions will be defined in terms of their primary accountabilities or main functions;
 - (ii) Classification will be made on the basis of matching the primary accountabilities or main functions with the appropriate level of the classification structure;

- (iii) On this basis, Employees will be classified at a level within the classification structure that is commensurate with the major and substantial requirements of the position undertaken;
- (iv) The classification structure will allow for the design of positions and the performance of activities and tasks based on assessment of what is safe, efficient and logical, and for which the Employee has been trained and has current and demonstrated competency;
- (v) Flexibility that allows Pacific National Bulk Rail, to change the way work is organised and/or the way positions are designed, as required by business or commercial demands.

D2.3 Employees will remain in their classification unless there is a major and substantial change in the work undertaken and/or accountabilities.

D2.4 In relation to an organisational restructure that has a direct impact on support staff, this clause provides a process for employees and their union to raise any concerns arising out of the restructuring process. If the affected support staff member fulfils the criteria as set out in the position description they will be directly appointed into the new position. In the event that an employee is made redundant as a result of not meeting the criteria, as per above, the Redundancy clause will be activated. An employee will, subject to the redundancy clause provisions accept a suitable alternate role if they fulfil the criteria and will be directly appointed to that role.

D2.5 Where positions are adjusted or redesigned, the Employee will be entitled to be paid at a classification level that equates to the work or activities being undertaken in the new position subject to the provisions of the Salary Maintenance clause (clause A39) of this Agreement.

D2.6 Where Pacific National Bulk Rail proposes changes to relative remuneration levels they will be set using the Hay principles or equivalent process.

D2.7 In the event that Pacific National Bulk Rail changes a classification and pay point level for any existing role or creates a new role covered by this Agreement and the classification or pay-point level is disputed by an affected Employee or their union, then Pacific National Bulk Rail must provide the details of how the determination was arrived at.

D3 SUPPORT STAFF CLASSIFICATION STRUCTURE

Classification Pay Level	Description
Frontline Support Level 1 Pay points 1.1 to 1.5	This classification level applies to positions which have accountability for delivering administrative, technical or operational support. At this level the range of tasks and activities to be carried out are usually well defined. As a result, routine methods and procedures are employed that may require some judgement in the selection of resources, sequencing of tasks, or the selection of appropriate work methods or involvement of other Employees.
Specialist Level 2 Pay points 2.1 to 2.4	This classification level applies to positions which have accountability for delivering a range of specialist services. These could include those related to a specific engineering, technical or administrative discipline. At this level Employees, would be expected to operate

Classification Pay Level	Description
	<p>autonomously in line with specific skills or qualifications they possess. There may also be some coordination of activities being performed by other Employees.</p> <p>While focused on specific functional or discipline based activities, these activities are usually based on the application of defined precedent. As a result, routine methods and procedures are employed that may require some judgement in the selection of resources, sequencing of tasks, or the selection of appropriate work methods or involvement of other Employees, within the context of the specific function or discipline.</p>
<p>Seasoned Specialist Level 3 Pay points 3.1 to 3.3</p>	<p>This classification level applies to positions that have accountability for delivering high level specialist services. These could include those related to engineering, financial, technical or support disciplines.</p> <p>This classification level has no application to any Employee in supervisory positions, i.e Employees whose substantive and major accountability is the supervision of other Employees.</p> <p>At this level, Employees are expected to deliver seasoned or senior level specialist support within their specific functional specialty or discipline. While focused on specific functional or discipline based activities, these activities can be based on the application of their professional principles to resolve unusual problems and/or oversee the development and implementation of new programmes or projects. Problem resolution is a frequent requirement at this level, and the outcomes of their resolution process may break new ground for the organisation.</p>

D4 MANAGEMENT OF HOURS OF WORK

D4.1 Management of Ordinary Hours – Shift Workers

- (a) Rosters and Roster Cycles shall not exceed a 16 week period unless agreed to by the majority of Employees concerned at that location.
- (b) Over the Roster Cycle, ordinary hours will be allocated to average thirty-eight (38) per week. Pacific National Bulk Rail may also develop rosters where average hours exceed 38 per week. Where through consultation, the number of hours an Employee is required to perform exceeds an average of thirty eight (38) ordinary hours per week, overtime payments will be made in accordance with provisions outlined in sub-clause (c) below.
- (c) Overtime is defined as:
 - (i) Total hours worked in excess of the average of 38 hours per week over the Roster Cycle, referred to in (b) above; or
 - (ii) Hours worked in excess of those in the ordinary rostered shift length; or
 - (iii) Hours worked on a RDO.
- (d) The penalty multiplier for overtime hours is 1.5 for the first three (3) hours of overtime and then 2 thereafter, except for overtime worked on a Sunday where the penalty multiplier is 2 for all overtime hours worked.

D4.2 Management of Annual Ordinary Hours - Dayworkers

- (a) The ordinary hours of duty for a Dayworker shall be thirty-eight (38) hours per week, worked on any day, Monday to Friday between 0600 hours and 1800 hours.
- (b) The ordinary hours may be worked as a
 - (i) 7.6 hour day; or
 - (ii) a 19 day month, where such arrangements already apply and may be extended by mutual agreement.
- (c) Pacific National Bulk Rail will not unreasonably withhold agreement where an Employee seeks to alter their pattern of work/hours.
- (d) The ordinary hours may be worked within a 152 hour, four week cycle, subject to the consultative provisions in this Agreement.
- (e) The maximum number of rostered hours per shift for Day workers shall be no more than 12 hours.
- (f) Overtime for Day workers is calculated as time worked above the rostered hours, which includes any time worked outside 0600 hours to 1800 hours, Monday to Friday. Overtime payments will be as per clause (c) above.

D5 REMUNERATION

D5.1 Base Remuneration for each level of the Support classification structure is detailed in the tables provided at Schedule 1 to this Agreement.

D5.2 Composition of Total Remuneration

- (a) Total Remuneration is made up of Base Remuneration as outlined in Schedule 1 to this Agreement plus Aggregate Penalties.
- (b) Aggregate Penalties
 - (i) Aggregate Penalties are provided to compensate Employees for:
 - A. Working shiftwork and weekends;
 - B. Annual leave loading.
 - (ii) Aggregate Penalties are calculated for a whole Master Roster. Employees rotate through lines on a Master Roster without altering the APM. Where an Employee works under a Master Roster that contains only one line, APM is calculated on the individual's Master Roster.
 - (iii) Aggregate penalties are determined by calculating an Aggregate Penalty Multiplier (APM) from the available shift and rostering information, i.e. the time worked on weekends and/or night/afternoon shifts.

D5.3 Application of APM

- (a) APM will be calculated on the basis of all the planned working shown on the Master Roster, in accordance with the provisions contained within sub-clause D5.4 below.

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

D5.4 Calculating the APM

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

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

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

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

- (b) To calculate the APM use the following:

Part A

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

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

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

Part B

Step 4 For annual leave loading, add 0.019 for a Shiftworker or 0.013 for a Dayworker.

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

D5.5 Wage / salary payments

- (a) Total Remuneration will be paid fortnightly by electronic funds transfer (EFT).
- (b) Where payment for overtime is due, it will be paid in the current pay period.
- (c) Fortnightly payments are based on averaging the annual ordinary hours on a fortnightly basis and making payment of (one twenty sixth) 1/26th of Base Remuneration each fortnight (Notionally 76 hours per fortnight) excluding overtime.
- (d) Where employment is terminated the final payout for hours worked will be calculated on the basis of reconciling the completed hours worked with the notional hours paid. Pacific National Bulk Rail has the right to deduct any over payment of monies.

D6 **ROSTERING GUIDELINES**

D6.1 Pacific National Bulk Rail will develop and modify rosters consistent with operational requirements.

D6.2 Rosters may be developed to include Forecast (Permanent) Working, Blank Line (Relief) Working or both.

D6.3 Rostering arrangements at a location may include a Master and Working Roster.

D6.4 Roster Development:

- (a) Rosters in place at the time of lodgement of this Agreement will only be changed or varied in accordance with the roster consultation process provided for in this Agreement;
- (b) Where a change to a Master Roster is proposed, consultation, as outlined in clause A31 Consultation and Change of this Agreement, will commence at least twenty eight (28) days prior to the intended implementation date of the new roster. Any change will be made mindful of balancing the business demands and the needs of Employees;
- (c) Employees may elect to form a Roster Committee. Pacific National Bulk Rail will consult with the committee. Where no Roster Committee is formed, consultation will take place with all affected Employees. Consultation will be in a manner of inclusion and involvement;
- (d) Pacific National Bulk Rail, in consultation with the local Roster Committee (where formed), will develop and modify rosters consistent with operational requirements;
- (e) In developing Rosters, Pacific National Bulk Rail must take into account the following:

- (i) Family, social and work commitments;
 - (ii) Occupational Health and Safety and specifically fatigue management principles;
 - (iii) Maintenance of qualifications;
 - (iv) Quality of work;
 - (v) Relevant conditions of employment;
 - (vi) Duty of care obligations;
 - (vii) Optimal staff productivity; and
 - (viii) Fair working for the Employees.
- (f) In roles where shifts follow on, reasonable handover time will be included in the roster.
 - (g) Rosters should be arranged to provide the maximum number of complete weekends rostered off duty.
 - (h) The Master Roster shall display:
 - (i) Sign on and sign off times;
 - (ii) All Roster Days Off (RDO);
 - (iii) All known work.
 - (i) Following consultation, the final Master Roster is to be posted at least fourteen (14) days in advance of its implementation.
 - (j) Employees will not be required to work more than three (3) weekends in a row.
 - (k) The number of changes to Master Rosters, where such a change impacts on a RDO, shall not exceed four (4) per annum, unless by agreement at each affected worksite
 - (l) The commencement time of a shift of ordinary hours will be as per the posted Master Roster, or Working Roster where used.

D7 SHIFT LENGTHS

- D7.1** Maximum rostered hours shall be 12 hours and 30 minutes. (12.5 hours).
- D7.2** The rostering and management of 12 hour shifts is to be limited to no more than four consecutive 12 hour shifts in any seven (7) day period.
- D7.3** It would be normal to roster to a minimum of eight (8) hours in the Master Roster. However, subject to specific business needs and operational requirements, shifts of a minimum of six (6) hours may be utilised to cater for:
 - (a) An extra overtime shift;
 - (b) Training;
 - (c) Medical examination/trauma counselling;

- (d) Meetings; or
- (e) Undertaking approved duties as an authorised Health and Safety Representative or SHE Committee member.

D7.4 No Employee shall be required to work more than seven (7) consecutive shifts without a day off.

D8 INTERVAL BETWEEN SHIFTS

D8.1 The minimum interval between shifts shall be eleven (11) hours off duty between ordinary shifts, except when changing shifts, (i.e. from night shift to afternoon), in which case a minimum of eight (8) hours may apply.

D8.2 Shift cycles will be designed to ensure the maximum number of similar shifts, (e.g. afternoon shifts), before a change to a different shift pattern, (e.g. night shift).

D9 WORKING ROSTERING CHANGES

D9.1 Where the Working Roster is developed, a period of seven (7) days notice of the introduction of such rosters shall occur.

D9.2 Where a Working Roster is adjusted such that an Employee is required to change from one shift to another, a period of twenty four (24) hours notice will apply, unless an RDO is affected where seven (7) days notice will apply, unless the Employee agrees to a shorter period or it is a mutual shift exchange. The twenty four (24) hour notice provision will only be used to cover circumstances such as, absenteeism or exceptional operational requirements.

D9.3 Subject to relevant OH&S, fatigue management and operational issues, Employees may mutually exchange shifts, with the approval of the relevant manager. Pacific National Bulk Rail will not unreasonably withhold approval where such requests are cost neutral.

DECLARATION AND SIGNATORIES

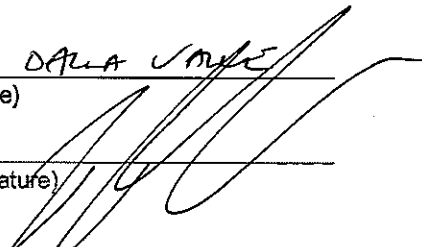
This Agreement has been developed through extensive consultation.

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

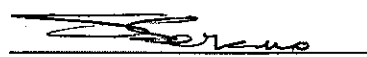
This Agreement was made at Sydney on this the 22nd day of February 2018

Signed for and on behalf of
PACIFIC NATIONAL BULK RAIL

in the presence of

DEAN DAVID VANCE
(name)


(signature)

SHARON DRAGAN
(Witness name)


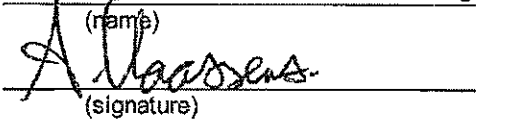
Witness signature

of the following address
LEVEL 16, 15 BLUE ST
NORTH SYDNEY NSW 2060

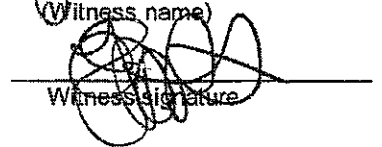
Being an authorised signatory for Pacific National Bulk Rail

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

in the presence of

Alexander Claassens
(name)


(signature)

Jessica Epps
(Witness name)


Witness signature

of the following address
4/321 Pitt St
Sydney NSW 2000.

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

SCHEDULES

SCHEDULE 1: ANNUAL BASE PAY RATES

Part B- Bulk

TRAIN CREW CLASSIFICATION PAY RATES – Bulk

Level	Commencement Date 2018	1 April 2019	1 April 2020	1 April 2021
1	61033.95	62254.63	63811.00	65406.27
2	70891.55	72309.39	74117.12	75970.05
3	77678.69	79232.26	81213.07	83243.40
4	80760.31	82375.52	84434.91	86545.78
5	83835.00	85511.70	87649.49	89840.73
6	90758.58	92573.75	94888.09	97260.29

TERMINAL OPERATORS CLASSIFICATION PAY RATES – Bulk

Level	Commencement Date 2018	1 April 2019	1 April 2020	1 April 2021
1	61015.49	62235.80	63791.69	65386.48
2	70875.38	72292.89	74100.21	75952.71
3	73136.79	74599.53	76464.52	78376.13

Part C- Coal

TRAIN CREW CLASSIFICATION PAY RATES – Coal

Level	Commencement Date 2018	1 April 2019	1 April 2020	1 April 2021
1	62780.63	64036.24	65637.14	67278.07
2	67857.72	69214.88	70945.25	72718.88
3	77098.79	78640.77	80606.78	82621.95
4	77098.79	78640.77	80606.78	82621.95
5	80157.81	81760.96	83804.99	85900.11
6	83209.66	84873.86	86995.70	89170.60
7	86600.22	88332.23	90540.53	92804.04
8	90081.69	91883.33	94180.41	96534.92
9	93684.97	95558.67	97947.64	100396.33

Part D- Support

SUPPORT CLASSIFICATION PAY RATES

Level	Commencement Date 2018	1 April 2019	1 April 2020	1 April 2021
1.1	62893.50	64151.37	65755.16	67399.03
1.2	67248.37	68593.33	70308.17	72065.87
1.3	70986.14	72405.86	74216.01	76071.41
1.4	75344.64	76851.54	78772.83	80742.15
1.5	81750.36	83385.37	85470.00	87606.75
2.1	88726.89	90501.43	92763.97	95083.07
2.2	100873.76	102891.24	105463.52	108100.10
2.3	108810.61	110986.82	113761.49	116605.53
2.4	121081.62	123503.25	126590.83	129755.60
3.1	132179.32	134822.91	138193.48	141648.32
3.2	140846.44	143663.37	147254.95	150936.33
3.3	149256.75	152241.89	156047.93	159949.13

SUPPORT CLASSIFICATION PAY RATES

- (a) This table applies to Employees who:
- (i) Immediately prior to the Commencement Date were covered by Part C of the *Pacific National Bulk Rail NSW Enterprise Agreement 2013*; and
 - (ii) Remain employed at a Level 2.1 from the Commencement Date.

Level	Commencement Date 2018	1 April 2019	1 April 2020	1 April 2021
2.1	101632.73	103665.39	106257.02	108913.45

SCHEDULE 2: NOTIFICATION OF DISPUTE OR GRIEVANCE

To:

Date:

Insert name of manager to whom notice is
given

I hereby give notice that I wish to invoke the dispute settlement process in clause A32 of the Pacific National Bulk Rail NSW 2018 Enterprise Agreement. The details of this dispute are as follows:

The Decision I wish to dispute is:

The person who made the decision is:

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

The reasons I wish to dispute the decision are:

Your name:

Position:

Signed:

Contact No:

SCHEDULE 3: DRIVER ONLY OPERATIONS

- S3.1** Pacific National Bulk Rail shall not require or request any driver to operate a locomotive DOO except in accordance with this section.
- S3.2** Procedures for tests and trials of driver only operated trains
- (a) Pacific National Bulk Rail shall establish a Driver Only Operations (DOO) committee consisting of three drivers elected from the drivers attached to the depots concerned and three employer representatives appointed by Pacific National Bulk Rail.
 - I. DOO tests shall be conducted by operating a normal train, with its full crew, and determining a location and time where a fault is simulated in order to test a specific procedure. For the test the train operates in DOO mode, and one crew member carries out the procedure being tested. When concluded the train reverts to normal operation.
 - II. Corridor DOO Tests shall be conducted by operating a normal train under DOO conditions through a corridor or nominated section(s). Pacific National Bulk Rail and the local DOO committee shall determine that, when the test is conducted, the second person accompanies the test driver in the leading cab, trailing cab or following the test train in a motor vehicle. Should any operational incident arise the trial shall be cancelled and the working reverts to (normal) two crew operation.
 - (b) At all times during the test and trials, the train driver must have full [i.e. 100%] access to communication with Train Control, whether the driver is on or off the train.
 - (c) Prior to any test or trial, Pacific National Bulk Rail shall obtain the appropriate written authorisation or relevant circular / Special Train Notice from either the track owner and/or regulator.
 - (d) Tests and trials shall only be carried out using locomotives which have been deemed safe to operate in driver only operations following engagement with the local DOO committee and consistent with the Cab Standards outlined in clause S3.7.
 - (e) The test of trial parameters should be designed to reflect genuine operating conditions. Prior to the commencement of any test or trial, agreement shall be reached between the Employee and employer representatives who are on the relevant local DOO committee, on relief points, the locations and sections of track for the purpose of testing and/ or trialling. Agreement on relief points, the locations and sections of track for the purpose of testing will not be unreasonably refused or delayed.
 - (f) Prior to the commencement of any test or trial, Pacific National Bulk Rail shall ensure all relevant urban and / or regional emergency services personnel (e.g. State Emergency Services, Police, etc.) are made aware of the test and trial to be conducted.
 - (g) There shall also be established at each relevant depot, a signal sighting committee consisting of the Employee representatives on the local DOO committee (or their nominees from other depot Employees) and employer

representatives. The terms of reference for each such committee are as follows;

- I. To ensure all signals can be clearly seen from the driving seat at the appropriate location and speed.
 - II. To ensure all speed limits can be clearly seen from the driving seat at the appropriate location and speed.
 - III. To ensure all level crossings can be clearly seen from the driving seat at the appropriate location and speed.
 - IV. To ensure no obstructions (such as branches, awnings, cuttings, curves etc.) restrict the view of the driver at the appropriate location and speed.
- (h) For the purposes of this review front facing camera footage can be utilised as an additional tool to assist in establishing areas for review.

S3.3 Procedure / equipment tests and operational trials

- (a) The trialling for Driver Only Operation (DOO) shall take into account the following:
- I. overall safety requirements and safe working procedures;
 - II. Employee relations and industrial issues;
 - III. constraints imposed by engineering production associated with modification to locomotives, rolling stock and / or infrastructure;
 - IV. risk mitigation requirements;
- (b) The general concept of DOO shall involve the following:
- I. Trialling of DOO will be scheduled on the basis of comparatively lower risk categories of operation (Category 1) being conducted first (subject to satisfying risk mitigation strategies), followed by comparatively higher risk categories. This does not exclude the possibility of trials running concurrently in various categories of DOO;
 - II. On completion of successful trials within a category (e.g. Category 1), the progressive roll out across that category of operations will be done after consultation between the employer and the affected Employees, subject to satisfying safety and required risk mitigation requirements;
 - III. The roll out of DOO may involve the progressive implementation within regions, specific corridors and / or train services based on commercial priorities and pre-requisites as identified in the risk mitigation requirements;
- (c) The time involved in the trialling of DOO is to be sufficient to:
- I. Provide the appropriate time to validate the trial objectives which is anticipated not to exceed 3 months;
 - II. Validate safety requirements and train operating systems;

- III. Validate operational protocols and procedures, particularly with reference to operations on private sidings and/or non-track circuited track where higher risk profiles may exist;
 - IV. Provide a data base and experience to make informed judgments on the trial outcomes.
- (d) The DOO trial program will be conducted and commenced as follows:
- (e) Category 1 Operation
- I. Priority shall be to ensure locomotives for these services and associated operational protocols are prepared to support an on-time commencement of the trials.
 - II. A review and validation of trial results shall be conducted by Pacific National Bulk Rail and the relevant local DOO committee;
 - III. Adjustment to the schedule may be necessary to enable engineering production timeframes for locomotive risk mitigation and other co-ordination issues to be met.
- (f) Pacific National Bulk Rail shall ensure that any technical modifications required to be made to locomotives are completed.

S3.4 The trialling of DOO will be subject to the following four (4) Phases:

Phase 1 – Preliminary Trial Preparation

- (a) Pacific National Bulk Rail, in consultation with the affected parties shall:
- I. Identify the aim, scope, objectives and performance criteria of the trial.
 - II. Confirm the priority and timing for the completion of the trial.
 - III. Confirm the services to be trialled.
 - IV. Validate all pre-requisites for the trial, including the following;
 - V. Risk mitigations plans are completed and equipment for the trial available.
 - VI. Paths are confirmed by the relevant track access provider and circulars issued to affected Employees.
 - VII. Relevant Employees are briefed and rostered and trains are tasked for the trials.
 - VIII. Customer liaison, business group liaison and other stakeholders are advised and/or involved or invited to participate (where appropriate).
- (b) Pacific National Bulk Rail and the local DOO committee shall validate the success of the trial. The validation shall include assessing the performance criteria, feedback and evaluation of information.
- (c) The trial instruction shall be issued not less than two (2) weeks prior to the trial date.

Phase 2 – Conduct Procedure and Equipment Tests

- I. The trial tests shall be based on a methodology discussed with the local DOO committee.
- II. Trial tests may require retesting to occur, as necessary.
- III. Pacific National Bulk Rail and the local DOO committee shall review outcomes, as required.
- IV. Additional testing of safe working procedures, etc. may be required.

Phase 3 – Formal Testing Validation and Evaluation

- I. Pacific National Bulk Rail and the local DOO committee shall develop a post-test report.
- II. Pacific National Bulk Rail shall confirm concurrence of all relevant parties to the trials.
- III. Pacific National Bulk Rail shall provide the local DOO committee with details of the formal approval to vary rail safety accreditation.

Phase 4 – Operational Trials

- I. DOO trials shall be conducted over a timeframe in consultation with the local DOO committee.
- II. Pacific National Bulk Rail and the local DOO committee shall review and validate the trials.
- III. The local DOO committee shall be consulted on the confirmation of the trial results.
- IV. Implementation of DOO trains shall be conducted on a timetable after consultation between Pacific National Bulk Rail and all interested parties.

S3.5 Consultation

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

S3.6 Mainline Work

- (a) The minimum amount of time spent in Barracks (or rest away from home) for DOO mainline shifts should be 10 hours (or 8 hours as specified in the Rail Safety Act).
- (b) Start times for shifts shall be held constant over a run of consecutive shifts during a week where possible. Where this is not possible shift start times shall move in a forward direction. Local work, relief, available and shunt shifts, where practical, are to be rostered to intervene with DOO shifts (fatigue guidelines are to be utilised to prevent high fatigue outcomes).

- (c) Any one-week containing mainline DOO shifts shall not exceed 48 hours.
- (d) A maximum rostered shift limit of 9 hours from sign on to sign off will apply to mainline DOO. In the event of train delays, a driver may elect to cease DOO 9 hours from sign on and shall be relieved. The driver shall be entitled to a 30 minute paid personal needs break between the third and fifth hour as arranged in consultation with the Track Access Provider on the day of operation (in Emergencies the Rail Safety Act will take precedence).

S3.7 DOO Implementation

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

S3.8 DOO Cab Standards

- (a) The following minimum standards shall apply to all locomotive cabs operating in DOO mode, whether in tests and trials or in full implementation:
- (b) Vision – the locomotive must have a lower profile nose with at least 180 degrees visibility.
- (c) Windscreens / Side Windows – The windscreens shall comply with the latest U.S Standard for high impact windscreens with respect to the large objects impact test and ballistic test. They shall also be fitted with an in built demister. All side windows shall comply with the latest US Standard for high impact windscreens. All side windows shall be tinted with a minimum light/heat transmission of 35%.

- (d) All DOO locomotives will comply with a defined noise exposure of an LAeq, 8h of 85 dB(A) or an LC, peak of 140 dB(C). The definitions are as follows:
- I. dB – is the unit for measuring sound levels
 - II. LAeq, 8h means the eight (8) hour equivalent continuous A-weighted sound pressure level in decibels, referenced to twenty (20) micropascals.
 - III. LC, peak means the C-weighted peak sound pressure level in decibels, referenced to twenty (20) micropascals.
- (e) All locomotive cabs shall be fitted with:
- I. Coupler lights which shall be fitted on both the 'A' and 'B' ends of the locomotive with a switch mounted on either corner of the locomotive;
 - II. New seating of the type: – Bremsby Grammer FA 416 AW or approved equivalent LSA;
 - III. Rear vision mirrors;
 - IV. Cab temperature control –
 - a) Cooling - Air conditioning. The air conditioner controls shall be located adjacent to the driver;
 - b) Heating - Cab heaters fitted.
 - V. A refrigerator;
 - VI. Fluorescent cab lighting;
 - VII. Positive notching type blinds fitted to all windows and silver backing;
 - VIII. A shadow board or tool box and DOO equipment box is to be provided;
 - IX. Ditch lights (low visibility lights);
 - X. AM and FM radio and CD Player;
 - XI. Hot plate or convection microwave;
 - XII. LED type headlight/ditch light failure indicator lights;
 - XIII. Dynamic brake cut out switch;
 - XIV. A circuit breaker for the Dynamic Brake Rheostat;
 - XV. Toggle joystick type train whistle;
 - XVI. 350 watt headlights;
 - XVII. Windscreen wipers controls so that all forward wipers / washers can be operated simultaneously by the driver;

- XXVIII. Internal and external door locking, which allow all locomotive cabs to be locked when left unattended;
 - XXIX. Fuel level indicator (or external tank indication);
 - XX. Electronic train line Park Brake;
 - XXI. Handrails on the catwalks of all narrow car body type locomotives;
 - XXII. Train countdown device set at 10 meter increments for the length of the train;
 - XXIII. A dash panel located in front of the driver so as to ensure the driver can maintain 180 degrees visibility;
 - XXIV. A kettle, to be located in a secure location;
 - XXV. Timetable clip and light;
 - XXVI. Hands free radio operations; Foot toggle switch;
 - XXVII. Quick response throttles (on DOO shunt locomotives); and
 - XXVIII. A sonar alert.
- (f) All locomotive cabs shall have the vigilance control timing cycle which will have either a set or random cycle of between 25 and 60 seconds before a penalty brake application occurs. The vigilance control shall only be cancelled through the vigilance button, operation of the throttle or dynamic brake or operation of the air brakes.
 - (g) If the penalty brake is applied and is not reset in two (2) minutes, an automatic emergency call shall be programmed on the radio to be made to Train Control.
 - (h) Jumper cables are to be semi permanently mounted at each end of the locomotive.
 - (i) End of train monitoring is to be provided.
 - (j) A traction motor cut-out switch is to be provided on main line locomotives.
 - (k) It is recognised that there may be changes in technology, work practices and/or safety standards items. Where this is the case, items equivalent whose safety/comfort meets or exceeds those described in this clause will be provided.