



# DECISION

*Fair Work Act 2009*

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

**Pacific National Services Pty Ltd T/A Pacific National**  
(AG2023/1393)

## **PACIFIC NATIONAL ASSETS ENTERPRISE AGREEMENT 2023**

Rail industry

DEPUTY PRESIDENT ROBERTS

SYDNEY, 6 JUNE 2023

*Application for approval of the Pacific National Assets Enterprise Agreement 2023.*

[1] Pacific National Services Pty Ltd (the Applicant) has applied for the approval of a single enterprise agreement known as the Pacific National Assets Enterprise Agreement 2023 (the Agreement). The Application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act).

[2] After the application was made, the Fair Work Commission (Commission) raised a number of preliminary concerns about the application and whether various clauses in the Agreement purported to exclude the National Employment Standards (NES) or any provision of the NES. In relation to those NES matters, the Commission noted however that the Agreement included Clauses 5.3 and 5.4, which would have the effect that where there is any inconsistency between an NES provision and the Agreement and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency. The Commission further indicated an intention to note these matters in any decision dealing with the application. Pacific National and the employee bargaining representatives were given an opportunity to respond to the matters raised.

[3] In response to these concerns, written undertakings were given by the Applicant in accordance with s.190 of the Act. Those undertakings are attached at Annexure A (Undertakings). Pursuant to s. 190(4) the views of the employee bargaining representatives were sought. Two of the bargaining representatives, the Australian Rail, Tram and Bus Industry Union (RTBIU) and an individual employee bargaining representative provided correspondence advising that they did not oppose the Undertakings. The "Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union" known as the Australian Manufacturing Workers' Union (AMWU) and one other individual appointed as an employee bargaining representative did not provide any correspondence to the Commission.

[4] I am satisfied that the Undertakings are not likely to cause financial detriment to any employee covered by the Agreement or result in substantial changes to the Agreement. Pursuant to s.201(3) of the Act, the Undertakings are taken to be terms of the Agreement. To

the extent that the terms of the Agreement, as amended by the Undertakings, may purport to exclude the NES, I am satisfied that Clauses 5.3 and 5.4 will operate as noted above such that the relevant NES provisions will apply.

[5] On the basis of the material contained in the application, the material filed in support of the application, the Undertakings and further information provided at the request of the Commission, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[6] The AMWU and RTBIU both lodged a Form F18 statutory declaration giving notice under s.183 of the Act that they each wanted the Agreement to cover their respective unions. In accordance with s.201(2) of the Act, I note the Agreement covers the AMWU and RTBU.

[7] The Agreement was approved on 5 June 2023 and, in accordance with s.54, will operate from 13 June 2023. The nominal expiry date of the Agreement is 30 June 2026.



DEPUTY PRESIDENT

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Annexure A

**IN THE FAIR WORK COMMISSION**

**FWC Matter No.:**  
AG2023 / 1393

**Applicant:**  
Pacific National Services Pty Ltd (ABN 48 052 134 362)

Section 185 – Application for approval of a single enterprise agreement

**Undertaking- Section 190**

I, Andrew Beck, Chief Legal Officer for Pacific National Services Pty Ltd (ABN 48 052 134 362) give the following undertakings with respect to the Pacific National Assets Enterprise Agreement 2023 ("the Agreement"):

1. I have the authority given to me by Pacific National Services Pty Ltd to provide this undertaking in relation to the application before the Fair Work Commission.

a) Clause 25.4.1.1 shall be read as follows:

*Irrespective of any substitution of public holidays made for Day Workers, there is no substitution of public holidays for Shift Workers unless the substitution is mandated by Governmental gazettal notices.*

b) Clause 27.6 shall be read as follows:

*If a Pacific National manager has a reasonable suspicion an Employee's previous absences from work were not due to genuine illness or injury, the Employee may be required to provide a medical certificate from a medical practitioner or other evidence that would satisfy a reasonable person to substantiate every personal/carer's leave absence within a defined period up to twelve (12) months.*

c) Clause 27.9.3 shall be read as follows:

*If an Employee becomes ill or injured while on Annual Leave or LSL, the Employee can convert the period of Annual Leave during which they were ill or injured to personal/carer's leave in the following circumstances:*

*Common requirements for Annual Leave and Long Service Leave*

*27.9.3.1 The Employee has contacted their manager / supervisor within three (3) days of becoming sick or injured; and*

*27.9.3.2 The illness or injury is supported by a medical certificate or other evidence that would satisfy a reasonable person.*

*Additional Requirements for Long Service Leave*

*27.9.3.3 In the case of LSL, where such a conversion from LSL to personal/carer's leave is contemplated by the relevant state legislation, Pacific National will abide by the relevant provisions of the*

*applicable LSL legislation, or if Pacific National determines the recrediting of LSL is appropriate in the circumstances.*

3. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

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**Signature**

2 June 2023

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**Date**



Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.

# **Pacific National Assets**

***Enterprise Agreement 2023***

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## 1. TITLE

The title of this Agreement is the "Pacific National Assets Enterprise Agreement 2023".

## 2. PARTIES

*The Parties to this Agreement are:*

- 2.1 Pacific National Services Pty Ltd,  
(referred to in this Agreement as "Pacific National");
- 2.2 The Australian Rail Tram and Bus Industry Union (ARTBIU);
- 2.3 Australian Manufacturing Workers Union (AMWU); and
- 2.4 Employees employed by Pacific National to perform work within the classifications contained within clauses 52 and 53 of this Agreement excluding:  
employees based in the state of Victoria; and  
employees working at the Pacific National facility at Braeside Road, Nebo QLD, 4742.

## 3. SCOPE

This Agreement shall apply to:

- 3.1 Each of the Parties; and
- 3.2 Employees employed to perform work in positions within Pacific National that falls within the classification structures as set out in this Agreement excluding:  
employees based in the state of Victoria and  
employees working at the Pacific National facility at Braeside Road, Nebo QLD, 4742

## 4. GLOSSARY OF TERMS

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

Agreement	The Pacific National Assets Enterprise Agreement 2023.
Aggregate Allowance	Means an allowance payable to an Employee in lieu of any other allowance which may be payable to the Employee if the Employee was covered by an award.
Aggregate Penalties	Means the additional payments received by an Employee in lieu of shift and weekend penalties and annual leave loading.
Aggregate Remuneration	Means the aggregate of an Employee's Base Remuneration and Aggregate Allowance.
Annual Cycle Hours	The ordinary hours of work which an Employee is required to work over a nominated fifty-two week period, i.e. 1976 ordinary hours including public holidays and annual leave for a full-time Employee.
Base Rate	Means the hourly rate of pay, being the Base Remuneration divided by 1976.
Base Remuneration	Means the annual rate of pay outlined in clause 16.1 of the Agreement.
Commencement Date	Seven (7) days after this Agreement is approved by the Fair Work Commission.
CPI	Allowances shall be adjusted by a formula that applies the Consumer Price Index ( <b>CPI</b> ) (weighted average of eight (8)



	capital cities) for the bed component and by the Meals Out and Take Away Food component of the CPI for the meals components. This adjustment shall be made annually in the first full pay period following the release of the CPI data for the September quarter each year.
Day Worker	Any Employee whose roster provides for ordinary hours to be worked on any day Monday to Friday between the hours of 0600 and 1800.
Employee	Means the employees described in clause 2.5 of this Agreement and includes full time, part time, fixed term, or casual employees.
FFPP	Means first full pay period
FWC	Fair Work Commission.
Forecast Working	Means working where the shifts (sign on times and shift lengths) are forecast in advance.
Home Base	Shall mean the Employee's home base location where they commence / finish their shift.
Maintenance Employees	Specifically engaged to perform maintenance work whose work is classified in clauses <a href="#">52</a> and <a href="#">53</a> .
Roster	Roster(s) that are permanently displayed at a location which show rostered days off and any known tasks or work.
Nominated Representative	Means a member of a Roster Committee, Employee Representative or an affected Employee.
Not Required	Means where Pacific National advises Employees they are not required to work a rostered shift due to a business decision. Employee's affected will be paid as per their normal roster with the exclusion of Public Holiday penalty rates as per clause 25.
Shift Worker	For the purpose of the National Employment Standards and this Agreement, any Employee who works rostered shifts including shifts outside the hours of 0600 to 1800 Monday to Friday.
The Act	The <i>Fair Work Act 2009</i> (Cth) as amended from time to time.
Termination	The ending of the employment relationship by resignation, dismissal (with or without notice), abandonment, retrenchment, retirement or due to invalidity (including death). The employment relationship may be ended at the initiative of either Pacific National or the Employee.
Total Remuneration	Shall mean the aggregate of an Employee's Base Remuneration plus Aggregate Penalties and Aggregate Allowance.

## 5. DURATION AND OPERATION

- 5.1 This Agreement will operate from the Commencement Date and will have a nominal expiry date of 30 June 2026.
- 5.2 Unless expressly stated otherwise, this Agreement will replace, subject to the provisions of the Act, any other Enterprise Agreement which has effect in relation to the Employees.

- 5.3 This Agreement will be read and interpreted in conjunction with the NES. Where there is inconsistency between this Agreement and the NES, and the NES provides greater benefit, the NES provision will apply to the extent of the inconsistency.
- 5.4 Employee entitlements under this Agreement will apply unless a superior condition applies in accordance with the NES and are provided in satisfaction of, and not in addition to, entitlements under the NES.
- 5.5 For the period of operation of this Agreement there will be no extra claims by either Party.

## **6. HEALTH AND SAFETY**

- 6.1 The Parties to this Agreement share an ongoing commitment to ensure and to promote the health, safety and welfare of all Employees driven by Pacific National's safety value of "Home Safely Everyday", via the formation of Safety Health and Environment committees and nothing in this Agreement shall be designed or applied in ways that reduce or diminish this objective.
- 6.2 Pacific National allows any form of legislative consultation concerning health and safety to occur. In addition, Pacific National provides a consultation structure through site SHE committees from which information is communicated to and from the business division.
- 6.3 The aim of the SHE committee is to improve safety, health and environment at work by assisting with the development and implementation of risk management systems and processes, through direct Employee/classification-based representation on the committee.
- 6.4 Pacific National must take all practical and reasonable measures to ensure the health, safety and welfare of all Employees, as well as ensuring a safe and healthy work environment. Pacific National will also monitor and seek to improve systems and processes to ensure that both its statutory obligations and the objectives of this Agreement are met.
- 6.5 Employees must ensure that they perform their jobs safely with a duty of care to themselves and to other Employees.
- 6.6 Employees must attend for duty fit and able to safely perform their duties
- 6.7 Employees must comply with Pacific National's policy and procedures, including those related to drugs and alcohol.
- 6.8 Pacific National will review its Drug and Alcohol Policy/ Procedure, with the intent to introduce oral fluid testing (swab testing) if there is a change in legislation relating to urine/ oral fluid testing in all States, in accordance with consultation obligations.
- 6.9 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. This obligation includes during extreme weather conditions. The Manager responsible for the site will determine any action to be taken to ensure a safe work environment is maintained.
- 6.10 The Parties recognise that it is in the interest of Pacific National and Employees to introduce and use technology relating to safety in the workplace. When introducing new technology, Pacific National will take all practical measure to ensure an Employee's privacy is respected in accordance with the Privacy Act 1988 (Cth) and state based Workplace Surveillance legislation (where applicable), as amended from time to time.
- 6.11 Pacific National will take reasonable steps to facilitate shower time for Employees where this is necessary for safety reasons or due to the nature of the Employee's work during their shift. Shower time is to be organised on a site in consultation with the Supervisor.

## **7. CONTRACT OF EMPLOYMENT**

- 7.1 General Principles and Undertakings

- 7.1.1 Pacific National shall use its best endeavours to ensure that full time employment is the principal form of employment. Further, subject to the provisions contained in this Agreement, no Employee shall have their form of employment altered without written Agreement of the affected Employee(s).
- 7.1.2 Notwithstanding the above, Pacific National may offer employment on one or more of the types of employment described below.
- 7.1.3 When engaged, all Employees must:
  - 7.1.3.1 Attend for work fit, ready and able to perform in their role;
  - 7.1.3.2 Use safe work practices and properly use all appropriate protective clothing and equipment provided by Pacific National;
  - 7.1.3.3 Undertake all work as directed, which can be assigned to a person of that skill and/or competence;
  - 7.1.3.4 Comply with all Pacific National policies and procedures as in force from time to time, however, these policies and procedures are not incorporated into this Agreement.
  - 7.1.3.5 Comply with any reasonable request to working shift rosters where required;
  - 7.1.3.6 Pacific National may require an Employee to work reasonable overtime at the appropriate penalty rates;
  - 7.1.3.7 Implement and use new technology, systems and/or processes, when trained, which will improve business efficiency and effectiveness;
  - 7.1.3.8 Participate in developing and implementing work methods that are designed to improve the performance of Pacific National; and
  - 7.1.3.9 Participate in training, learning and developmental programs and attend team briefings, which are conducted during working time, to enhance the productivity of the workplace.

## 7.2 Full-time Employment

- 7.2.1 Full-time Employees are those Employees 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 an average of thirty eight (38) hours per week.
- 7.2.2 The Parties acknowledge the benefits of job sharing to both the Employees and Pacific National and agree to make all reasonable efforts to facilitate such positions where requested by Employees. Where such is requested the arrangements shall be as provided for in clause 55 of this Agreement.
- 7.2.3 In the case of Shift Workers rostered to work shifts operating over 24 hours a day across 7 days of the week (24/7 Roster), those Employees may be required to work additional overtime hours of up to two hundred and eight (208) per year. This is the equivalent of an additional, on average, up to four (4) rostered overtime hours per week or on average a total of up to 42 hours per week.

## 7.3 Part-time Employment

- 7.3.1 Part-time Employees are those employed to work less than the ordinary hours of work for an equivalent full-time Employee. Further, a part time Employee shall;
- 7.3.2 Be engaged for no fewer than 3 hours per engagement;
- 7.3.3 Be entitled to pro rata accruals with respect to annual and long service leave;

- 7.3.4 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; and
  - 7.3.5 Have any additional hours beyond 38 ordinary hours per week will be paid at the appropriate penalty rates.
- 7.4 Casual Employment
- 7.4.1 A Casual Employee is made an offer of employment on the basis that Pacific National makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work.
  - 7.4.2 Casual Employees are Employees paid on an ad hoc basis by the hour. The minimum engagement on each instance shall be 3 hours. Casual Employees shall be entitled to the Base Rate of pay applicable to the equivalent full-time classification (and Aggregate Allowance where applicable) plus an additional casual loading of 25%.
  - 7.4.3 Casual Employees shall not be entitled to:
    - 7.4.3.1 Annual leave, paid personal/carer's leave or compassionate leave;
    - 7.4.3.2 Parental leave (unless the casual Employees are entitled to parental leave in accordance with the Act);
    - 7.4.3.3 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 25);
    - 7.4.3.4 Redundancy payments; or
    - 7.4.3.5 Notice of termination.
  - 7.4.4 Pacific National may at any time, offer a casual Employee the opportunity to be appointed as a permanent full time Employee or as a part-time Employee, under terms provided for in this Agreement.
  - 7.4.5 Where a casual Employee has worked the equivalent ordinary hours of a full time Employee for a continuous period of 6 months, he/she may seek to be appointed as a permanent full time Employee or as a part-time Employee. Where a casual Employee seeks appointment under this sub-clause, Pacific National will comply with such a request and make the appointment.
  - 7.4.6 Any offer to convert the employment status of a casual Employee to a permanent role will be made in accordance with sections 66A-66M of the Act.
  - 7.4.7 Where an offer is made and rejected, Pacific National may seek to fill the position by other means and this action may result in the casual Employee's employment being terminated.
- 7.5 Fixed-Term Employees
- 7.5.1 Fixed-term Employees are engaged for a specific task or project (which may include the replacement of an Employee who is on leave) for a specified, fixed period of time and shall generally not be engaged for a period greater than 12 months.

## **8. RECRUITMENT, SELECTION AND INDUCTION**

- 8.1 The selection process for filling position vacancies will be based on the merit principle. The merit of applicants will be determined by considering the abilities, competence, qualifications, experience, standard of work performance and work history of candidates, relative to the position.
- 8.2 Pacific National will advertise all vacancies for positions covered by this Agreement, unless those vacancies are filled in accordance with prevailing policy related to redeployment or transfer of Employees.

- 8.3 All vacancies will be advertised internally in Pacific National. Internal advertisements will include the position level from the classification structure in this Agreement and the salary level.
- 8.4 Where an offer is made to appoint Employees under the terms of this Agreement, following advertising, the offer will be in writing in the form of a Contract of Employment. The Contract of Employment will contain the following:
- 8.4.1 Position, level and title contained in this Agreement;
  - 8.4.2 Appointment date;
  - 8.4.3 Position level, as contained within this Agreement;
  - 8.4.4 Salary level; and
  - 8.4.5 That in addition to the terms of the Contract of Employment, this Agreement applies to the Employee's employment.
- 8.5 Pacific National will ensure that all Employees are appropriately inducted into their workplace following appointment.
- 8.6 All selections will reflect Pacific National's commitment to equal employment opportunity and the elimination of unlawful discrimination.

## **9. PROBATIONARY EMPLOYMENT**

- 9.1 A probationary period of up to six months from the date of commencement of employment will be applied to all new permanent Employees other than fixed term Employees whose probation will be outlined in their letter of engagement.
- 9.2 During the probationary period, the Employee's employment may be terminated by either the Employee or Pacific National by providing one week's written notice.
- 9.3 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.

## **10. CAREER PATHS AND CLASSIFICATIONS**

- 10.1 Pacific National may, subject to complying with any consultation requirement outlined in Clause 39 of this Agreement, where the implementation of any change will have a significant impact on Employees, determine the following:
- 10.1.1 The type and number of positions in the organisation and the organisational structures;
  - 10.1.2 Employee levels;
  - 10.1.3 Specific work practices; and
  - 10.1.4 Specific equipment and its use.
- 10.2 The classifications to which this Agreement applies are set out in this clause.
- 10.3 The classification structure provides flexibility to design new positions or to redesign existing positions, including the way work is performed, so that Pacific National can respond to changes in the business and commercial environment.
- 10.4 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.
- 10.5 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 of this Agreement.

- 10.6 This Agreement provides for the removal of unnecessary demarcations and improves the flexibility between and across career path streams. 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 in the appropriate classification structures.
- 10.7 Subject to Maintainers covered by this Agreement satisfactorily completing all relevant training and assessment for their position, they will be provided the opportunity to progress through the classification structure to Core Maintainer. This would normally be expected to occur within a two year period from commencement of training.
- 10.8 Principles
- 10.8.1 The classification structures operate in accordance the following principles:
    - 10.8.1.1 Positions will be defined in terms of their primary accountabilities or main functions;
    - 10.8.1.2 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;
    - 10.8.1.3 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. Employees will remain in their classification unless there is a major and substantial change in the work undertaken and/or accountabilities. Where specific changes have been made to the structure at the Commencement Date, these will be taken into account in determining the classification for individuals. At the same time it is not anticipated that there be any other wholesale reclassifications other than those in this Agreement;
    - 10.8.1.4 Classifications are based on primary accountabilities or main functions used in the position rather than skills possessed by the Employee;
    - 10.8.1.5 To allow for the design of position 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;
    - 10.8.1.6 Flexibility that allows Pacific National to change the way work is organised and/or the way positions are designed, as required by business or commercial demands; and
    - 10.8.1.7 Training will be aligned to the applicable national curriculum where there is a package available. On completion the Employee's records will be amended to reflect the training. Employee training records will be made available if requested.
- 10.9 Leadership and/or Supervisory Accountability
- 10.9.1 Employees performing work in positions with leadership and/or supervisory accountability as their primary activity may also be required to carry out operational activities in conjunction with their leadership and/or supervisory accountabilities provided that operational activity shall not constitute the major and substantial part of their position.
- 10.10 Mixed Functions/Higher Duties
- 10.10.1 Where an Employee performs the tasks, role and responsibilities of an employee at a higher classification on a temporary basis, they will be entitled to be paid at the higher classification level for the shift during which the work was performed.

- 10.10.2 While acting in a higher duties role for a period of time greater than 4 weeks all leave taken during the period acting in the role shall be paid at the higher rate.
- 10.10.3 This does not apply to the cashing out of leave and the payment of accrued leave on termination of employment whilst acting on higher duties.
- 10.11 Assessment of Previous Skills or Knowledge
  - 10.11.1 Employees, when engaged or when transferring from one classification stream to another will be assessed in whether they have any skill or knowledge relevant to the position they were employed for within the first three (3) months from their commencement in their position. Where the Employee is assessed as having previously obtained skills and knowledge applicable to the position, the assessment process will determine the level of the classification structure the Employee should be appointed.
- 10.12 Classifications, Descriptors and Pay Levels
  - 10.12.1 It is not expected that any other consequential position reclassifications will occur as a result of implementing the classification structures in the field upon Commencement Date. Any further position reclassifications during the term of the Agreement will only occur where there has been a significant change in a position that, in itself, would warrant a reclassification.
- 10.13 Maintainer Classifications
  - 10.13.1 The classifications are those set out in clause 53 of this Agreement.
- 10.14 Maintenance Assistant
  - 10.14.1 A Maintenance Assistant Employee will only perform the duties as per the classification summary in clause 52. This means they will not obtain competencies or perform duties outlined in clause 53 unless agreed in clause 52.

## 11. HOURS OF WORK

- 11.1 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 an average of thirty-eight ordinary hours per week. The annual ordinary hours are made up as follows:
  - 11.1.1 One thousand, nine hundred and seventy six (1976) hours, which includes eighty-three point six (83.6) hours for eleven (11) public holidays and one hundred and ninety (190) hours of annual leave (5 weeks) for a Shift Worker; or
  - 11.1.2 One thousand, nine hundred and seventy-six (1976) hours, which includes seventy-six (76) hours for a minimum of ten (10) public holiday and one hundred and fifty two (152) hours of Annual Leave (4 weeks) for a Day Worker.
- 11.2 While public holiday hours are included in the total hours outlined above, where an Employee is rostered to work on a public holiday they are required to attend for work and undertake activities as rostered, subject to provisions of the Act.
- 11.3 In addition to the ordinary hours specified above, full-time Shift Workers working a 24/7 Roster may be required to work an average of up to four (4) additional rostered overtime hours per week, equating up to an average of 42 hours per week or 208 additional hours per annum. The Parties agree that these additional hours are reasonable. Where Employees are required to work rostered overtime hours as set out in this clause, Employees will be paid in accordance with clause 13 – Overtime. .
- 11.4 In addition to the hours specified above, Employees may be required to work further reasonable overtime (with the exception of working Rostered Days Off (RDO's) for payment of overtime penalty rates.

- 11.5 An Employee may decline to work overtime in excess of the rostered overtime specified in clause 11.3, in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:
- 11.5.1 Any risk to an Employee's health and safety that may reasonably be expected to arise if the Employee worked the additional hours;
  - 11.5.2 The Employee's personal circumstances (including any family responsibilities);
  - 11.5.3 The operational requirements of Pacific National in relation to which the Employee is required or requested to work the additional hours;
  - 11.5.4 Any notice given by Pacific National of the requirement or request that the Employee work the overtime;
  - 11.5.5 Any notice given by the Employee of their inability to work the overtime;
  - 11.5.6 Whether any additional hours are on a public holiday;
  - 11.5.7 The Employee's hours of work over the 4 weeks (where a four week duty cycle is applicable) ending immediately before the Employee is required or requested to work the additional hours; and
  - 11.5.8 Any other relevant matter.

## **12. MANAGEMENT OF ANNUAL ORDINARY HOURS - MAINTAINERS**

- 12.1 Rosters and roster cycles will be used to spread and manage the annual ordinary hours over the Annual Hours of Work Cycle for Shift Workers. All other rostering requirements for Shift Workers are set out in clause 51.
- 12.2 Management of Annual Ordinary Hours - Day Workers
- 12.2.1 The ordinary hours of duty for a Day Worker shall be an average thirty-eight (38) hours per week, worked on any day, Monday to Friday between 0600 hours and 1800 hours.
  - 12.2.2 The ordinary hours may be worked as a 7.6 hour day or 19 day month, where such arrangements already apply and may be extended by mutual agreement. Pacific National will not unreasonably withhold agreement where an Employee seeks to alter their pattern of work/hours.
  - 12.2.3 The ordinary hours may be worked within a 152 hour, four week cycle, subject to the consultative provisions in this Agreement.
  - 12.2.4 The ordinary hours of Day Workers may be averaged over the roster cycle.
  - 12.2.5 The maximum number of rostered hours per shift for Day Workers shall be no more than 12 hours.
  - 12.2.6 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 13.

## **13. OVERTIME**

- 13.1 Overtime is defined as:
- 13.1.1 Total hours worked in excess of the average of 38 hours per week over the roster cycle, referred to in clause 12.1 above;
  - 13.1.2 Hours worked in excess of those in the ordinary rostered shift length; or
  - 13.1.3 Hours worked on an RDO.
  - 13.1.4 Subject to specific business needs and operational requirements overtime shifts shall be a minimum of 4 hours in length and may be utilised for circumstances included but not limited to;



- a. An extra overtime shift (Note this is not for a shift extension);
  - b. Company Training; or
  - c. Medical examination.
- 13.2 The penalty multiplier for overtime hours is 1.5 for the first three hours and then 2.0 thereafter, except for overtime worked on a Sunday where the penalty multiplier is 2.0 for all hours worked. All overtime hours worked on a public holiday will be paid at 2.5 times the Base Rate.

**14. APPRENTICES**

14.1 Where apprentices are employed the following percentages of the base pay level one maintainer rate will be used as the pay scale for the following groups.

First Year	42 percent
Second year	50 percent
Third Year	75 percent
Fourth Year	88 percent

- 14.2 For all other terms and conditions the relevant terms of this Agreement apply.
- 14.3 Where a group training company is the employer the terms and conditions of the group training company will apply.
- 14.4 Where an apprentice is engaged and older than 21 years of age when indentured they will commence at third year rate and remain on that rate until the end of the third year and then progress to 4th year rate.
- 14.5 It is noted that the numbers of apprentices engaged on a site will be set based on the businesses ability to train and supervise the apprentice with qualified tradesman and release the apprentice to meet educational requirements.

**15. MEAL BREAKS I REST BREAKS**

- 15.1 Shift Workers shall have a paid meal break of 30 minutes built into the working arrangements for that shift. Meal breaks shall be taken between the third and sixth hour at such times as will not interfere with the efficient running of the business including the operation of the network.
- 15.2 Where Employees are required to work shifts in excess of ten (10) hours duration, the Employee shall be entitled to an additional ten (10) minute paid rest break to be taken at a time that will not interfere with the efficient running of the business including the operation of the network.
- 15.3 Where an Employee is required to work up to a 12 hour shift without notification prior to the commencement of that shift, they shall be entitled to a \$12.98 meal allowance, adjusted annually as per CPI.

## 16. REMUNERATION

16.1 Base Remuneration for the Maintainer Classification Levels and the Support Stream classifications are outlined in the tables below:

Effective from	Entry Level Maintainer	Trainee Maintainer	Intermediate Maintainer	Core Maintainer	Advanced Maintainer	Locomotive Maintainer 5D	Locomotive Maintainer 5C	Specialist Maintainer	Coordinator - Wagons	Coordinator - Wagon/Locomos
FFPP commencing on or after the Commencement Date (back paid to 3 July 2022)	\$75,477.24	\$77,133.65	\$81,220.19	\$86,539.24	\$87,404.64	\$87,577.71	\$88,628.64	\$88,994.04	\$95,202.05	\$97,500.60
FFPP commencing on or after 1 July 2023	\$77,741.55	\$79,447.66	\$83,656.79	\$89,135.42	\$90,026.78	\$90,205.04	\$91,287.50	\$91,663.86	\$98,058.11	\$100,425.62
FFPP commencing on or after 1 July 2024	\$80,073.80	\$81,831.09	\$86,166.50	\$91,809.48	\$92,727.58	\$92,911.19	\$94,026.13	\$94,413.78	\$100,999.85	\$103,438.39
FFPP commencing on or after 1 July 2025	\$82,476.01	\$84,286.02	\$88,751.49	\$94,563.76	\$95,509.41	\$95,698.53	\$96,846.91	\$97,246.19	\$104,029.85	\$106,541.54

\*FFPP means first full pay period

16.2 Composition of Total Remuneration

16.2.1 Total Remuneration is made up of Base Remuneration plus Aggregate Penalties (where applicable) plus Aggregate Allowances (where applicable), as detailed below.

16.3 Base Remuneration

16.3.1 Base Remuneration for each level of the classification structure is detailed in the table provided at clause 16.1 above taking into account the adjustments provided in clause 16.10 over the period of the Agreement.

16.4 Aggregate Penalties

Aggregate penalties are provided to compensate Employees for:

16.4.1.1 Working Shift Work and weekends;

16.4.1.2 Annual leave loading;

16.4.2 Aggregate Penalties are calculated for a whole forecast Roster. Employees rotate through lines on a Roster without altering the APM. Where an Employee works under a Roster that contains only one line, APM is calculated on the individual's Roster.

16.5 Application of APM

16.5.1 An APM will be calculated on the basis of all the forecast working shown on a Roster, in accordance with the provisions contained within clause 16.6 below; and

16.5.2 The resultant APM 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 Hours Worked by the Employee in the pay period. The APM is not applied to payments for overtime.

16.6 Calculating APM

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

Data required to Calculate an Aggregate Penalty Multiplier			
Base Data	Column A	Shift Multipliers	Column B
	Actual number of hours in roster cycle		Hour Equivalentents
<b>Day Shift Hours</b> See note 1	<i>Insert No. of Hours</i>	1.00	<i>Multiply No. of Hours by Shift Multiplier</i>
<b>Afternoon/ Night Shift Hours</b> See note 2	<i>Insert No. of Hours</i>	1.18	<i>Multiply No. of Hours by Shift Multiplier</i>
<b>Saturday Shift Hours</b>	<i>Insert No. of Hours</i>	1.5 (increasing to 1.8 from the FFPP commencing on or after the Commencement Date)	<i>Multiply No. of Hours by Shift Multiplier</i>
<b>Sunday Shift Hours</b>	<i>Insert No. of Hours</i>	2	<i>Multiply No. of Hours by Shift Multiplier</i>

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

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

To calculate the APM use the following:

**Part A**

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

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

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

**Part B**

Step 4 For Annual Leave loading, add 0.019 for a Shift Worker or 0.013 for a Day Worker. 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.

16.7 Aggregate Allowance

16.7.1 Aggregate allowances are intended to cover all allowances applicable to roles, unless specifically provided for elsewhere in this Agreement.

16.7.2 An annual Aggregate Allowance will be paid to all maintainers as per the table below. The Aggregate Allowance will be increased in line with the wage increases contained in the Enterprise Agreement. The Aggregate Allowances in the below table takes into account the Enterprise Agreement wage increases.

<b>Aggregate Allowance</b>	
<b>Effective Date</b>	<b>Amount</b>
From the beginning of the FFPP commencing on or after the Commencement Date (backdated to 3 July 2022)	\$6,951.86
From the beginning of the FFPP commencing on or after 1 July 2023	\$7,160.42
From the beginning of the FFPP commencing on or after 1 July 2024	\$7,375.23
From the beginning of the FFPP commencing on or after 1 July 2025	\$7,596.49

16.8 Allowances

16.8.1 Remote Locality Allowance

Employees based at Broken Hill will be paid a remote locality allowance of \$11.76 per pay period. The allowance will be indexed in accordance with the CPI Annually.

16.8.2 On Call Allowances

The following On Call Allowances will be subject to clause 51.11. An Employee on call will be paid an allowance for each period designated on call. Allowances are:

12 Hour Night Period Only-1800-0600	24 Hour Period	24 Hour Public Holiday Coverage
\$75.75	\$97.39	\$151.50

16.8.3 Locomotive Maintenance Movements Allowance

16.8.3.1 Maintainer Employees appointed to a Level 4 classification and above, based at the Greta Maintenance Facility and who are trained to ATQD competency standards to perform locomotive movements, will be paid a Locomotive Movements Allowance of \$ 2.94 per hour (as at Commencement Date) which will be paid and for all purposes treated as if it was part of the eligible employee's Base Rate.

16.8.3.2 This allowance will be adjusted each year with the wage increases outlined at clause 16.

16.9 Wage/Salary Payments

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

16.9.2 Where stand-alone payments are due (e.g. work on RDO's) these will be made by EFT on a fortnightly basis in arrears.

16.9.3 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.

16.9.4 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.

16.9.5 Pacific National will ensure that Employee's pay dockets will be provided in accordance with the Act.

16.10 Remuneration Increases

16.10.1 The Base Remuneration outlined in the tables in sub-clauses 16.1 and the rate outlined in sub-clause 16.7.2 will be increased in the following manner:

Operative Date	Percentage increase
From the beginning of the FFPP commencing on or after the Commencement Date (backdated to 3 July 2022)	3%
From the beginning of the FFPP commencing on or after 1 July 2023	3%
From the beginning of the FFPP commencing on or after 1 July 2024	3%
From the beginning of the FFPP commencing on or after 1 July 2025	3%

16.11 Backdating of Remuneration Increase

16.11.1 The first remuneration increase in the Agreement will be effective from 3 July 2022 as per clause 16.10.1 (Remuneration Increase).

16.11.2 Only benefits contained in the Pacific National Asset and Infrastructure Services Enterprise Agreement 2019 will be subject to the Remuneration Increase. To be clear, benefits to which the Remuneration Increase will not apply includes but not limited to the benefits listed below:

Clause No	Clause Title	Relevant Benefit Increase
16.6	Calculation of APM	Increase to the shift multiplier for Saturday- from 1.5 to 1.8
27.1	Personal Leave	Increase to annual personal leave entitlement from 114 hours to 121.6 hours.
27.1.6 & 27.1.8	Personal Leave	Increase in the amount of Personal Leave hours that attract the APM (increase from 114 to 204 hours per year).
16.1	Remuneration	Remuneration for the new Locomotive Maintenance and Locomotive Coordinator classifications.
56	Transition to Retirement	Cashing out of Personal Leave entitlements contained within clause 56 <i>Transition to Retirement</i>

16.12 Bonus Payment – Day Workers

16.12.1 Employees meeting the below requirements will be eligible for the Bonus Payment

16.12.2 Bonus Payment only applies to an Employee:

16.12.2.1 Employed by Pacific National as at the Commencement Date; and

16.12.2.2 Who is a Day Worker as at the relevant Qualifying Dates in the below table

Qualifying Dates	Payment Date	Bonus Payment (Gross)
1 July 2023	Payment date (as per cl 16.8.4) for the FFPP commencing on or after 1 July 2023	\$500
1 July 2024	Payment date (as per cl 16.8.4) for the FFPP commencing on or after 1 July 2024	\$500
1 July 2025	Payment date (as per cl 16.8.4) for the FFPP commencing on or after 1 July 2025	\$500

16.13 Hepatitis B Vaccine

- 16.13.1 Employees based at the Pacific National Facility at Greta will be eligible to have reasonable medical costs associated with obtaining the Hepatitis B vaccine reimbursed. Where required Employees will be required to show evidence of vaccination and/or costs associated with obtaining the Vaccination.

## **17. STAND DOWN**

- 17.1 Pacific National may stand down Employees without pay for any time during which they cannot usefully be employed in their normal position because of any cause for which Pacific National cannot reasonably be held responsible. Such notice will be made in writing and may be made by email.
- 17.2 The Employee, and if the Employee so chooses a representative which can include the union, must receive written notice outlining the date on which the stand down is to commence, the reasons for the stand down and the expected duration of the stand down. This advice is to be provided at least two clear calendar days prior to the stand down commencing with notice in writing and may be made by email. However, in circumstances where Pacific National is aware in advance that Employees will be required to be stood down, for example planned maintenance, then Pacific National must give affected Employees at least 14 days notice.
- 17.3 As soon as practicable, and prior to the stand down commencing, Pacific National will consult with the affected Employees, and the union. In this regard, the performance of useful work shall be discussed together with the performance of any training and reaccreditation that may be required by Pacific National.
- 17.4 Employees who are stood down under this provision shall be treated for all purposes (other than payment) as having continuity of employment.
- 17.5 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.
- 17.6 Any Employee who is stood down in accordance with this clause shall be at liberty to take other employment and, in the event of doing so, Pacific National shall not require the Employee to attend work until the Employee has worked out a period of notice where required to do so by the other employer.
- 17.7 An Employee who is stood down in accordance with this clause may elect to take leave or other time owed by Pacific National.
- 17.8 Notwithstanding any other provision of this clause, Pacific National shall not be entitled to deduct any payment for any public holiday, which occurs during a period of stand down.

## **18. SUPERANNUATION AND SALARY SACRIFICE**

- 18.1 Employees have the freedom to choose any legally compliant superannuation fund. Pacific National will, when required, make superannuation contributions in your behalf on accordance with this Agreement and the relevant legislation in force from time to time.
- 18.2 Employee's will be issued with a superannuation choice form and other necessary documentation to set up the Employee's chosen fund at the commencement of the Employee's employment.
- 18.3 If the Employee does not nominate a fund, Pacific National will take steps to request details of any previous stapled superannuation funds, and where these exist, will make contributions on the Employee's behalf to such fund.
- 18.4 If no stapled fund exists, Pacific National will make superannuation contributions on the Employee's behalf, where required, into the Pacific National default fund (see below).

- 18.5 For Employees who were employed by FreightCorp immediately prior to the commencement of their employment with Pacific National will continue to be a participating member of the following funds:
- 18.5.1 State Authorities Superannuation Scheme;
  - 18.5.2 First State Super;
  - 18.5.3 State Superannuation Scheme; or
  - 18.5.4 State Authorities Non-Compulsory Superannuation Scheme.
- 18.6 For all other Employees, Pacific National will continue to be a participating member of Australian Super (previously known as Superannuation Trust of Australia (STA)). Pacific National will provide superannuation benefits as required by law by making payments to Australian Super or to another complying fund nominated by the Employee. In all instances either the default or nominated fund must be MySuper compliant.
- 18.7 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.
- 18.8 Employees who are injured and subject to workers compensation will receive superannuation payments in line with normal wages, and shall not be disadvantaged when on workers compensation. This applies to all new claims from the date of approval of this Agreement.

## **19. UNIFORMS**

- 19.1 Pacific National will provide Employees with uniforms and, where required, protective clothing or equipment.
- 19.2 Pacific National will replace uniforms, protective clothing and equipment on a “fair wear and tear” basis.
- 19.3 If Pacific National intends to make significant changes to uniforms, protective clothing and equipment issued under this clause, it will undertake consultation in accordance with the provisions outlined in Clause 39 of this Agreement.

## **20. DISCIPLINARY PROCEDURES**

- 20.1 Disciplinary measures are implemented within the context of an overall performance management approach. Employees will at all times be afforded procedural fairness and if the Employee so chooses, a representative which may include a union.
- 20.2 Before implementing disciplinary measures, Pacific National will:
- 20.2.1 Gather and analyse any material relevant to the performance issue subject to the disciplinary measures; and give the Employee a copy.
  - 20.2.2 Advise the Employee of the allegation(s) in detail of inappropriate performance or behaviour in writing.
  - 20.2.3 Provide the Employee with an opportunity to respond to any allegation(s).
- 20.3 During the investigation described above, Pacific National may stand the Employee down, with pay, during part or all of the investigation.
- 20.4 In the event an Employee is suspended during an investigation, Pacific National will endeavour to keep the Employee informed about the status of the investigation as it progresses, by providing updates on weekly basis.
- 20.5 In implementing disciplinary action, Pacific National may:
- 20.5.1 Issue a verbal or written caution, warning or reprimand;



- 20.5.2 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.
- 20.5.3 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
- 20.5.4 Dismiss an Employee.
- 20.6 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 40 of this Agreement.

**21. TERMINATION OF EMPLOYMENT**

21.1 An Employee’s employment (other than a casual) will be terminated by Pacific National with the following period of notice:

Employee’s continuous service with Pacific National	Period of Notice
1 year or less	1 week
More than 1 year and up to 3 years	2 weeks
More than 3 years and up to 5 years	3 weeks
More than 5 years	4 weeks

- 21.2 For Employees over 45, the notice period specified in clause 21.1 above will be increased by one (1) week.
- 21.3 In circumstances where the Employee terminates their employment, the Employee's obligations with respect to notice shall be as set out above at four (4) weeks.
- 21.4 If Pacific National so chooses, the Employee shall receive a payment in lieu of working the notice period.
- 21.5 Notwithstanding clauses 21.1 and 21.2 above, Pacific National has the right to terminate an Employee's employment without notice if the Employee is found to have engaged in serious misconduct.
- 21.6 A Casual Employee may be terminated with the provision of one (1) day's notice.

**22. ABANDONMENT OF EMPLOYMENT**

- 22.1 Where an Employee is absent from duty for more than 5 days this shall be considered prima facie an abandonment of employment.
- 22.2 However, prior to Pacific National confirming the termination, Pacific National must write to the Employee, at the last known address, advising the Employee that their employment will be terminated should the Employee fail to contact their supervisor within a further 5 days of the date of the letter.
- 22.3 If no response is received, Pacific National shall confirm that the Employee’s employment has been terminated.
- 22.4 For avoidance of doubt, this clause operates subject to the NES

## 23. REDUNDANCY

- 23.1 A redundancy occurs in a circumstance where Pacific National decides that it no longer requires the position that an Employee has been performing 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.
- 23.2 For the purpose of clause 23.1 a suitable alternative position which includes, but not limited to, the following:
- 23.2.1 The Employee's skill base, competence and experience or is suitable after the provision of appropriate training and such training is offered by Pacific National (or such other person) to the Employee at no cost to the Employee; and
  - 23.2.2 Attracts the same or no less favourable terms and conditions of employment overall.
- 23.3 Without limiting the terms of clause 23.2 above, a suitable alternative position may be a position:
- 23.3.1 Elsewhere within Pacific National's operations;
  - 23.3.2 With another related entity to Pacific National; or
  - 23.3.3 With an unrelated entity in circumstance where Pacific National has sold all or part of its business.
- 23.4 Where Pacific National decides that it no longer requires the position an Employee has been doing to be done by anyone, Pacific National:
- 23.4.1 Shall undertake consultation, as outlined in clause 39 of this Agreement;
  - 23.4.2 Shall explore opportunities for suitable alternative employment; or
  - 23.4.3 Shall call for expressions of interest in suitable alternative employment and/or voluntary redundancy, where appropriate, from other Employees. Pacific National has the right to accept or reject expressions of interest from individual Employees.
- 23.5 Subject to clause 23.3, Pacific National 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.
- 23.6 Selection for redundancies shall be made having regard to the following criteria:
- 23.6.1 Pacific National's needs for competencies;
  - 23.6.2 Employee qualifications;
  - 23.6.3 Employee past work performance and experience;
  - 23.6.4 An Employee's suitability for Pacific National's future needs; and
  - 23.6.5 Any expressions of interest for voluntary redundancy.
- 23.7 Severance payments are payable upon termination on account of redundancy and are in addition to:
- 23.7.1 Notice or payment in lieu of notice; and
  - 23.7.2 Payment for any accrued but untaken leave or days in lieu which are payable on termination.
- 23.8 Severance payments shall be calculated:
- 23.8.1 On the Employee's Base Rate at the time of termination;
  - 23.8.2 Shall be paid on a pro rata basis for part years of service. Pro rata shall be calculated to the day

- 23.8.3 The rate of payment is four (4) weeks' pay per year of service up to a maximum of eighty (80) 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 continuous service with FreightCorp, this includes prior continuous previous service with NSW Government Agencies.
- 23.9 Where an Employee has been offered an alternative position which would require the Employee to relocate, irrespective of whether that position is suitable or otherwise, and the Employee chooses to accept the offer of employment in lieu of accepting a redundancy, Pacific National shall offer to pay the Employee's relocation expenses, as set out in clause 42 to a maximum of \$43,761.38 provided however that the cost of relocation shall be no more than 75% of the cost of the redundancy. This allowance will increase by CPI.

## **24. ANNUAL LEAVE**

- 24.1 Employees are entitled to Annual Leave in accordance with the Act and as set out below.
- 24.1.1 A Day Worker shall receive 4 weeks Annual Leave being the equivalent to 152 hours; and
- 24.1.2 Shift Workers shall receive 5 weeks Annual Leave being the equivalent to 190 hours.
- 24.2 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.
- 24.3 Annual Leave loading is included in the Aggregate Penalties payment.
- 24.4 Annual leave is normally rostered and taken in blocks of one or more calendar weeks. Employees may request to take leave in less than one week blocks. Any such request is subject to approval by Pacific National.
- 24.5 For all Employees, when Annual Leave is taken in fewer than 1 week blocks, it will be deducted from the Employee's accrual in hour's equivalent to the roster for that period of leave taken. Otherwise all Annual Leave will be deducted, from the Employee's accrual of Annual Leave, at 38 hours per 7 day block.
- 24.6 Where a public holiday (or an applicable part day public holiday falling within an Employee's ordinary hours of work) falls during a period of Annual Leave, Pacific National will credit the Employee with an additional day of Annual Leave or a pro rata amount in the case of an applicable part day public holiday.
- 24.7 Where a RDO(s) falls during a period of Annual Leave, the Employee would not be considered to be on Annual Leave on the RDO(s).
- 24.8 Leave should be taken in the year following its accrual. For this to happen, Pacific National will develop rosters, in consultation with affected Employees. Employees must take leave in accordance with leave rosters.
- 24.9 Employees may, subject to approval by Pacific National, exchange rostered blocks of Annual Leave with other Employees in the same position. Exchanges must not create operational constraints and must be cost neutral to Pacific National. Subject to these conditions, Pacific National will not unreasonably withhold approval.
- 24.10 Where an Employee believes that special circumstances exist, they may apply to their manager to defer the taking of their Annual Leave for up to twelve months. Applications to defer Annual Leave should be made prior to the posting of the Annual Leave roster and approval by Pacific National is subject to the operational needs of the business.
- 24.11 Payment of accrued leave, including upon termination, will be made at the Total Remuneration rate.

- 24.12 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.
- 24.13 Excessive Accrued Annual Leave
- 24.13.1 In addition to clauses 24.8 and 24.10 relating to the rostering of annual leave, where an Employee has accrued an Annual Leave entitlements equal to, or greater than 380 hours (for Shift Workers) and 304 hours (for Day Workers), and where mutual agreement is not reached on the amount of Annual Leave the Employee will take and/or as to when the Employee will take leave, Pacific National may direct an Employee to take up to a half of the Employee's accrued entitlement.
- 24.13.2 Pacific National may permit an Employee to temporarily accrue Annual Leave in excess of that stipulated in subclause 24.13.1, where there is a justified reason and the request can be operationally accommodated.
- 24.13.3 Where an Employee is directed to take Annual Leave in accordance with this clause a minimum notice period of four (4) weeks will be provided in writing.
- 24.14 Cashing Out of Annual Leave
- 24.14.1 Employees may, with the Agreement of Pacific National, cash out accrued Annual Leave as follows:
- 24.14.2 Each request made by an Employee must be agreed to in writing by Pacific National;
- 24.14.3 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 accrual of Annual Leave; and
- 24.14.4 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 elected to cash out.

## 25. PUBLIC HOLIDAYS

- 25.1 Due to the nature of the work performed by Pacific National, being a business that operates 24 hours per day, 365 days per year, Employees can be required to work on public holidays in accordance with their respective roster.
- 25.2 All Employees shall be entitled to the following public holidays without loss of pay:
- 25.2.1 New Year's Day Good Friday; Easter Monday; Christmas Day; Boxing Day; Australia Day; Anzac Day; Queen's Birthday, and Eight Hours' Day (Labour Day);
- 25.2.2 Except Shift Workers who shall also be entitled to, on the same basis as above, Easter Saturday; and,
- 25.2.3 Any other days, or part-days (falling within the Employee's ordinary hours of work and the geographical location at which they are based), prescribed by the relevant State or Territory legislation e.g. Melbourne Cup Day in Victoria, Adelaide Cup Day in South Australia or Bank holiday (which shall be taken on 31 December of each year) in New South Wales. Such days however shall not include those excluded by the regulations of the Act.
- 25.3 Provisions for Day Workers
- 25.3.1 Substitution
- 25.3.1.1 Where Christmas Day and/or Boxing Day falls on a Saturday or Sunday, then the next Monday and/or Tuesday following the Saturday/Sunday shall be substituted as the public holiday;

- 25.3.1.2 Where Anzac Day; Australia Day; New Years Day fall on a Saturday or Sunday then the Monday following that Saturday or Sunday shall be substituted as the public holiday; and
- 25.3.1.3 Where 31 December (NSW Only) falls on a Saturday or Sunday, then the previous Friday shall be substituted as the public holiday.
- 25.3.2 Payment for Working on a Public Holiday
  - 25.3.2.1 Where a Day Worker is rostered to work on a public holiday and actually works on the public holiday, the Day Worker shall receive:
    - 25.3.2.2 their Base Rate plus an additional payment at the rate of 150% of their normal base hourly rate for all hours worked on the public holiday; or
    - 25.3.2.3 A Day Off In Lieu (**DOIL**) or a pro rata amount in the case of an applicable part day public holiday falling within an employee's ordinary hours of work, where approved by Pacific National, plus an additional payment of 50% of the Employee's Base Remuneration Pacific National all hours worked on the public holiday. Any DOIL not taken by 30 June each year shall be paid out at the Total Remuneration rate.
    - 25.3.2.4 Where a Day Worker is not rostered to work on a public holiday but is required to work by Pacific National, all hours worked will stand alone and will be paid at normal overtime rates, as prescribed in this Agreement or as agreed by the Parties through an individual flexibility agreement under clause 48.
- 25.3.3 RDO on a Public Holiday
- 25.3.4 Where a public holiday falls on an RDO;
  - 25.3.4.1 all Employees shall receive a payment of 7.6 hours in the case of a full day public holiday, or a pro rata amount in the case of an applicable part day public holiday falling within an employee's ordinary hours of work; or
  - 25.3.4.2 Employees shall be entitled to a DOIL, or a pro rata amount of hours in the case of an applicable part day public holiday falling within an employee's ordinary hours of work, where approved by Pacific National. Any DOIL not taken by 30 June each year shall be paid out at the Total Remuneration; and
  - 25.3.4.3 Where a public holiday falls during a period of Annual Leave and/or LSL, Pacific National will provide the Employee with an additional day of leave or a pro rata amount of leave in the case of an applicable part day public holiday falling within an employee's ordinary hours of work.
- 25.4 Provisions for Shift Workers
  - 25.4.1 Substitution
    - 25.4.1.1 There is no substitution of public holidays for shift workers. The public holiday will be the actual day on which it falls. For example if Christmas Day falls on a Sunday, then Sunday will be the public holiday. This is irrespective of any substitution made for Day Workers or any changes made as a consequence of Government gazettal notices.
  - 25.4.2 Payment for Working on a Public Holiday

- 25.4.2.1 Where a Shift Worker is rostered to work on a public holiday and actually works, the Shift Worker will receive their normal pay plus an additional payment at the rate of 150% of their Base Rate for all hours worked on the public holiday; or
- 25.4.2.2 A day off in lieu (DOIL), or a pro rata amount of hours off in lieu in the case of an applicable part day public holiday falling within an employee's ordinary hours of work, where approved by Pacific National, plus an additional payment of 50% of the Employee's Base Remuneration for all hours worked on the public holiday. Any DOIL not taken by 30 June each year shall be paid out at the Total Remuneration
- 25.4.2.3
- 25.5 RDO on a Public Holiday
  - 25.5.1 Where a public holiday falls on a RDO, all shift workers will receive a payment of 7.6 hours, or a pro rata amount in the case of an applicable part day public holiday falling within an employee's ordinary hours of work; or
  - 25.5.2 Shift workers will be entitled to a DOIL, or a pro rata amount of hours in the case of an applicable part day public holiday falling within an employee's ordinary hours of work, where approved by Pacific National. Any DOIL not taken by 30 June each year shall be paid out at the total remuneration.
  - 25.5.3 Where a public holiday falls during a period of annual leave and/or long service leave, Pacific National will provide the employee with an additional day of leave or a pro rata amount of leave in the case of an applicable part day public holiday falling within an employee's ordinary hours of work.

## 26. LONG SERVICE LEAVE

- 26.1 Subject to clause 26.10 or 26.11 below, Employees will be entitled to four hundred and fifty-six (456) hours, equivalent to twelve (12) weeks of paid Long Service Leave (LSL), following a period of ten (10) years continuous employment.
- 26.2 Subject to clause 26.10 or 26.11 below, for each year of additional service above ten years, LSL will accrue at the rate of fifty (50) hours of leave per year of service thereafter.
- 26.3 In states where the relevant legislation concerning LSL so allows, an Employee may elect to receive a cash payment in-lieu of taking LSL, subject to a written Agreement being made to this effect between Pacific National and the Employee. The cashing out of LSL 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.
- 26.4 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 26.1 and/or 26.10 or 26.11 any pro rata LSL accrued for such service will be paid out. If the termination is for misconduct or a disciplinary reason, no pro rata LSL payment will be made.
- 26.5 Employees will apply for LSL and Pacific National will roster the approved LSL on the basis of the number of calendar days to be taken. Applications to take LSL must be made at least one (1) months prior to the expected commencement date for approval by the relevant manager. The Employee will be advised at least two (2) weeks prior to the applied commencement date if the LSL is approved. Subject to mutual agreement between an Employee and their manager, this period of notice may be reduced.
- 26.6 Pacific National will not unreasonably withhold approval of LSL. Where more than one application to take LSL 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 LSL at the same time.

- 26.7 Pacific National can roster LSL following consultation with the Employee and/or their representative a minimum of 4 weeks prior to the commencement of the requirement to take the LSL.
- 26.8 LSL will be paid at the Base Rate.
- 26.9 The LSL entitlement under this Agreement is in satisfaction of the LSL entitlement under the applicable state legislation and accrual of LSL under this Agreement will be no less than the Employee's entitlement under the applicable state LSL legislation.

#### Special provisions for some former National Rail Employees

- 26.10 This provision relates to Employees who were employed by Pacific National (ACT) Ltd at 25 February 2004. For these Employees the LSL outlined in 26.1 and clause 26.2 will be paid at the Total Remuneration.

#### Special provisions some former FreightCorp Employees

- 26.11 This provision relates to Employees who were employed by FreightCorp as at 21 February, 2002 and who have had continuous service since that date with Pacific National. These Employees have the following entitlement to long service leave in place of the provisions outlined in clause 26.1 and clause 26.2, above:
  - 26.11.1 Two calendar months of paid leave after ten (10) years service;
  - 26.11.2 Fifteen (15) calendar days leave for each additional year of service beyond ten (10) years;
  - 26.11.3 All book-off days and weekends are considered part of the leave and are not paid separately; and
  - 26.11.4 LSL for these Employees is paid at the Base Rate.

#### Special provisions some former FreightCorp Employees

- 26.12 This provision relates to Employees who were employed by FreightCorp as at 21 February, 2002 and who have had continuous service since that date with Pacific National. These Employees have the following entitlement to long service leave in place of the provisions outlined in clause 26.1 and clause 26.2, above:

#### *LSL at Half Pay*

- 26.13 Employees may, under special circumstances, request to take LSL at half pay. Examples of such circumstances include:
  - 26.13.1 After the birth/adoption of a child and all Parental Leave has been exhausted; or
  - 26.13.2 After an Employee or their spouse has been diagnosed with a terminal illness and has exhausted all paid Personal/Carers leave.

## **27. PERSONAL / CARERS LEAVE**

- 27.1 The paid Personal/ Carer's leave entitlement for a permanent full-time Employee is 121.6 hours per annum, which is equivalent to sixteen (16) days at 7.6 hours per day and shall accrue at the rate of 10.133 hours per month. Any untaken Personal/Carer's leave will accumulate from year to year, without limit.
- 27.2 Part-time Employees will receive a pro-rata allocation of Personal/Carer's leave.
- 27.3 An Employee shall, as soon as reasonably practicable inform Pacific National of his/her inability to attend for work and, as far as practicable, state the estimated duration of absence. Such notification should be reasonably attempted to be given prior to the Employee's shift commencement time for work.

- 27.4 An Employee must advise Pacific National of his/her intention to resume work as soon as he/she becomes aware of his/her ability to do so.
- 27.5 Where personal/carer's leave is taken a medical certificate from a registered health practitioner will be provided where it is reasonably practicable to do so. If it is not reasonably practicable for the Employee to provide a medical certificate, a statutory declaration made by the Employee will be provided. This documentation is required in the following circumstances:
  - 27.5.1 The leave exceeds three consecutive working days.
  - 27.5.2 For Day Workers leave taken before or after a RDO, public holiday, Annual Leave or LSL.



- 27.5.3 For all leave taken in the 12 month period if more than six day's Personal/Carer's leave has been taken without a certificate in the 12 month period. The period will be based on the service anniversary date of the Employee.
- 27.6 If a Pacific National manager has a reasonable suspicion an Employee's previous absences from work were not 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 up to twelve (12) months.
- 27.7 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:
  - 27.7.1 The method or manner required for taking Personal/Carer's leave; and
  - 27.7.2 The provision of documentary evidence regarding Personal/Carer's leave.
- 27.8 All payments for Personal/ Carers leave will be based on the following:
  - 27.8.1 Total Remuneration for up to two hundred and four (204) hours per annum;
  - 27.8.2 Total Remuneration for continuous blocks of leave of seventy six (76) hours or more; and
  - 27.8.3 Base Remuneration for any other sick leave taken above 204 hours in a twelve month period excluding leave taken as per clause 27.8.2.
- 27.9 Each shift in respect of which Personal/ Carer's leave has been approved will be deducted on the following basis:
  - 27.9.1 For Shift Workers, each shift in respect of which Personal/ Carer's leave has been approved will be deducted at rostered hours per shift.
  - 27.9.2 If an Employee has taken Personal Leave on the basis of an illness or injury and it is considered necessary by Pacific National that the Employee attend a medical examination in respect of the illness or injury prior to returning to work, the Employee may be required to attend a medical examination in respect of the illness or injury, conducted by a medical practitioner nominated by Pacific National. Pacific National will meet the cost of examination and any travelling costs.
  - 27.9.3 If an Employee becomes ill or injured while on Annual Leave or LSL, Personal/ Carer's leave may be approved and Annual Leave and LSL re-credited in the following circumstances:
    - 27.9.3.1 The Employee has contacted their manager/ supervisor within three (3) days of becoming sick or injured; and
    - 27.9.3.2 The illness or Injury is supported by a medical certificate.

## **28. MEDICAL RETIREMENT**

- 28.1 Where an Employee has no reasonable prospect of returning to perform the position they are appointed to, owing to the nature of their illness or injury, Pacific National will examine opportunities for reclassification to an alternate position or may initiate action to terminate the Employee's employment contract. The Employee may submit a claim for disability retirement to the relevant superannuation fund immediately upon becoming eligible to submit such a claim.
- 28.2 Where medical retirement is progressed, the Employee is to utilise all of the Employee's accumulated Personal Leave prior to a medical retirement taking effect. 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.

## **29. SICK LEAVE PENDING WORKERS COMPENSATION**

- 29.1 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.

## **30. UNPAID CARERS LEAVE**

- 30.1 The entitlement to Unpaid Carer's Leave will be in accordance with the Act.
- 30.2 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:
- 30.2.1 A personal illness, or injury, of the member; or
  - 30.2.2 An unexpected emergency affecting the member.
- 30.3 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.
- 30.4 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.
- 30.5 Notice of the taking of unpaid carer's leave is expected to be given to Pacific National prior to the commencement of the Employee's shift, but where this is not possible, as early as is reasonably practicable to do so.
- 30.6 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:
- 30.6.1 A personal illness, or injury of the member; or
  - 30.6.2 An unexpected emergency affecting the member.

## **31. TRAUMA LEAVE**

- 31.1 Where an Employee is directly involved in a fatal or serious accident or event defined as a "critical incident" and the Employee is not physically injured in the accident or event, they will be provided with a minimum of two day's paid trauma leave, all trauma leave 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.

## **32. DOMESTIC VIOLENCE LEAVE**

- 32.1 Employees are entitled to 10 days paid Family and Domestic Violence Leave in accordance with the relevant provisions of the Act as at the Commencement Date of this Agreement.
- 32.2 Eligible Employees may also access benefits over and above those provided under the Act in accordance with Pacific National's Family or Domestic Violence Leave Policy as amended from time to time (FDV Policy). These benefits may include, or be in addition to, the entitlements to Family and Domestic Violence Leave in the Act in accordance with the terms of the FDV Policy.
- 32.3 Employees will not suffer a reduction in Family and Domestic Violence Leave entitlements under the FDV Policy as at the Commencement Date, during the term of this Agreement. However, if the FDV Policy as at the Commencement Date of this Agreement is varied so that it becomes more beneficial to Employees, the terms of that subsequent FDV Policy will apply to Employees, and any previous versions of the FDV Policy will cease to apply.

- 32.4 Paid Family or Domestic Violence Leave does not accumulate from year to year.
- 32.5 The FDV Policy, both at the Commencement Date of this Agreement and any subsequent or previous versions of the FDV Policy, will not form part of or be incorporated into this Agreement.

### **33. COMPASSIONATE LEAVE**

- 33.1 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.
- 33.2 Notwithstanding the provisions of clause 33.1 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, Step Parent, grandparent or grandchild of either the Employee or their spouse and brothers and sister of either the Employee or their spouse.
- 33.3 Compassionate leave shall be paid at the Total Remuneration.

### **34. PARENTAL LEAVE**

- 34.1 Employees are entitled to Parental Leave in accordance with the relevant provisions of the Act which, for the avoidance of doubt, includes Adoption Leave. Eligible Employees may also access benefits over and above those provided under the Act in accordance with Pacific National's Parental Leave Policy as amended from time to time.
- 34.2 The Parental Leave Policy at the time of the Commencement Date provides eligible Employees, who are the Primary Caregiver, with access to up to twelve (12) weeks paid leave at the time of taking leave (or up to twenty-four (24) weeks paid at half pay) or Employees who are the Secondary Caregiver with access to one (1) week paid leave at the time of taking leave. These benefits are subject to the Employee meeting the qualification criteria as an Eligible Employee in the Pacific National Parental Leave Policy.
- 34.3 Employees will not suffer a reduction in Parental Leave entitlements under the Pacific National Parental Leave Policy during the term of this Agreement. However, should the Parental Leave Policy at the Commencement Date, be varied so that it becomes more beneficial to Employees, the terms of that subsequent Parental Leave Policy will apply to eligible Employees, and any previous versions of the Parental Leave policy will cease to apply.
- 34.4 The Parental Leave Policy, both at the Commencement Date and any subsequent versions of the Parental Leave Policy, will not form part of, or be incorporated into this Agreement.
- 34.5 The benefits provided through the Parental Leave Policy, do not extend the 52 week period that an employee is entitled to be absent from work under the Act, when taking parental leave. Similarly, where other paid forms of leave, i.e. Annual Leave, LSL, are taken in conjunction with Parental Leave, the total duration of leave will equal fifty two (52) weeks. In accordance with the Act, an extension to parental leave may be sought

### **35. LEAVE WITHOUT PAY**

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

## **36. JURY SERVICE**

- 36.1 Employees called for jury duty will be provided leave for the period of their attendance.
- 36.2 Payment for leave for jury service will be made at Aggregate Remuneration rate. In accordance with the Act, Employees must provide Pacific National with evidence of any monies, except for incidental payments for meals or travel, paid by the Sheriff's office, Court or other organisation for their attendance for jury service and this amount will be deducted from the Employee's payment for the jury service leave.

## **37. SPECIAL LEAVE**

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

## **38. HOME BASE AND SIGN-ON/SIGN-OFF**

- 38.1 Upon commencing employment, an Employee shall be allocated a sign on/sign off point at which he/she shall commence and finish a shift. This point shall be located within a depot, terminal or office (hereinafter referred to as the "home base") where the Employee shall report in order to commence and complete a shift.
- 38.2 For the purposes of this clause, the home base for Employees employed by Pacific National at the time of the lodgement of this Agreement with the FWC shall be that depot, terminal or office where they generally commence and finish work.
- 38.3 Sign on and sign off points within a home base may be varied following consultation with the affected employees.
- 38.4 Sign-on/sign-off points
  - 38.4.1 Each sign-on/sign-off point must contain the following:
    - 38.4.1.1 Secure car parking;
    - 38.4.1.2 Amenities including a meal room (to include at least a refrigerator, toaster, cooker or microwave, kettle, and drinkable water), secure lockers, showers, toilets, air conditioning and heating;
    - 38.4.1.3 Communications such as telephones or radios or emails;
    - 38.4.1.4 Operational documentation;
    - 38.4.1.5 Provision for the transport of any safety or maintenance equipment; and
    - 38.4.1.6 Notice Board.
- 38.5 Payment for excess travelling time
  - 38.5.1 In respect of sign-on/sign-off points outside the home base, where the time taken by the Employee exceeds more than fifteen (15) minutes than the usual commute from the Employee's residence to the usual home base, the Employee will be paid the excess travelling time for the whole travelling time at the Employee's Base Rate of pay in blocks of ten (10) minutes (e.g. 18 minutes paid at 20 minutes);

## 38.6 Payment for use of Employees own motor vehicle

- 38.6.1 Where an Employee uses his/her own vehicle to travel to another sign on/sign off point, the Employee shall be reimbursed for additional expenses associated with any extra distance from the Employee's usual residence to their usual home base (e.g. usual commute 7 kilometres, commute to new sign-on/sign-off point 12 kilometres - reimbursement for 5 kilometres extra distance). In the case of a motor vehicle, the cost reimbursed shall be at the rate per kilometre for their vehicle size which is specified by the Australian Taxation Office and shall include the cost of tolls;
- 38.6.2 For other travel, i.e. public transport, the additional costs which are reasonably incurred shall be reimbursed. However, pre-approval is to be obtained before the use of Taxis and other travel;
- 38.6.3 Where an Employee finishes work at a location that is different to the sign-on location, Pacific National will provide transport back to the sign - on point, unless otherwise agreed. In these circumstances, actual sign-off will be on the return to the sign-on location and shall be within the Shift Length;
- 38.6.4 It is an Employee's responsibility to convey themselves to their designated sign-on point. However, with respect to sign-on/sign-off point outside the usual home base, in cases where, because of genuine hardship, Employees are unable to transport themselves to a sign-on point, Pacific National will provide transport to the sign-on point at no cost to the Employee. Genuine hardship may include personal commitments such as family responsibilities;
- 38.6.5 This clause shall not apply to relief points;
- 38.6.6 Roster officers will apply their best endeavours to minimise the impact of Employees' entitlement to intervals between shifts where excess travelling time is a factor. Excess travelling time, as described in clause 38.5 above, shall be included in an Employees fatigue scoring.

## 39. CONSULTATION AND CHANGE

- 39.1 The Parties are committed to pursue all opportunities to adopt the world's best practices through modern technology and continuous improvement to all aspects of Pacific National's operations.
- 39.2 Levels of manning, equipment and methods of operation may be varied from time to time by Pacific National to reflect the need for safe work practices, improved technology, and new types of machinery or systems, customer service needs or for any other reason.
- 39.3 Pacific National having made a definite decision that it intends to proceed with any significant change (including a change to the regular roster or ordinary hours of work of Employees where consultation has occurred in accordance with clause 51.1) 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.
- 39.4 Pacific National shall allow the Employee, their representative and the union, an opportunity to express their view or concerns. In relation to a change to the regular roster or ordinary hours of work, Pacific National will invite the affected Employees views about the impact of the change (including any impact in relation to their family or caring responsibilities). Pacific National will allow Employees, their representative and their union to actively participate in the consultative process. That is, allow for the reasonable release and payment of Employees to attend meetings and access to entitlements as provided for in clause 41 of this Agreement.

- 39.5 Pacific National shall genuinely consult and consider any views or advice from the Employees, their representative and their union in relation to the proposed change and provide written reasons addressing concerns raised by Employees and or Employee representatives.
- 39.6 This consultative process must be completed within a period of 14 days from the date of notification by Pacific National as set out in clause 39.3 above, subject to the provisions of clause 39.4 being complied with. Failure to comply with the provisions of clause 39.4 will delay and or extend the 14 day period accordingly.
- 39.7 Should Pacific National fail to provide the notification as required in clause 39.3 above Pacific National shall not implement any of the proposed changes until such time that the proper notification of change has been provided and the consultation process set out in clause 39.4 has been complied with.
- 39.8 Further, where Pacific National has failed to engage in any consultation whatsoever with the affected Employees, their representative or their union, may issue Pacific National, within 7 days of the non compliance, with a notice of dispute, in writing, setting out the reasons for the dispute in the form set out in clause 54 of this Agreement. Upon receiving such notice of dispute Pacific National will not implement the change and or cease the change should it have been already implemented.
- 39.9 It is agreed between the Parties that after the above notification and consultation process has satisfactorily taken place, Pacific National, may implement change after a further fourteen (14) days.

#### Significant Change

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

#### *Right to Conciliation*

- 39.11 Notwithstanding the above, once the notification has been provided or consultation has commenced in accordance with this clause, either party may notify FWC of a dispute, in accordance with clause 40, with respect of the proposed change. In such circumstances, clauses 40.2.1 to 40.2.4 need not be followed.

#### *Right to Arbitration*

- 39.12 Either party shall have the right to have FWC arbitrate a dispute arising under this clause in circumstance where a party has failed to follow the notification and or the consultation process outlined in clause 39.3 and 39.4 above.
- 39.13 The Employees with their representatives shall have a further right to arbitrate a dispute where Pacific National have introduced the change and the provisions of clause 39.8 have been enacted.

### **40. RESOLUTION OF DISPUTES**

- 40.1 Employees may be represented at any stage of the Resolution of Disputes process by a representative of their choosing which may include a union.
- 40.2 Where a dispute or grievance arises between Pacific National and its Employees in relation to the application of this Agreement, the National Employment Standards or other workplace change, the following will occur:
- 40.2.1 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 clause 54 of this Agreement;

- 40.2.2 Where the person or their representative who lodges the dispute/ grievance elects to commence the Resolution of Disputes process with this step, the Employee(s) who is (are) affected by the decision will discuss the matter with their Local Manager. This may be appropriate, even where the Local Manager was not the Pacific National manager who made the decision which is subject of the dispute notice;
- 40.2.3 The Local Manager will consider the issues raised and will respond to the Employee who lodged the notice within 24 hours. This response may be verbal or in writing, if so requested;
- 40.2.4 If the dispute/ grievance remains unresolved, it may be referred to the Head of Assets or their nominee and if the Employee(s) affected so request, a union representative for discussion;
- 40.2.5 This discussion must be concluded within 48 hours;
- 40.2.6 If the dispute/ grievance remains unresolved, it may be referred to the head of the relevant Business Unit and if the Employees(s) affected so request, a representative, which may include a union. Where an Employee chooses a union to represent them, the relevant State Secretary or National Secretary (or their nominee) may choose to be involved in these discussions;
- 40.2.7 These discussions must be completed within 48 hours;
- 40.2.8 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;
- 40.2.9 During, or at the conclusion of the cooling off period, either party may decide to refer the matter to a mutually acceptable independent mediator or the FWC for the purpose of conciliation of the dispute. The conciliation must occur as soon as reasonably practicable;
- 40.2.10 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;
- 40.2.11 Where both Parties agree, they may empower the mediator or member of the FWC to resolve the matter by arbitration; and
- 40.2.12 Any of the steps in the process may be removed where both Parties agree. Likewise, the Parties may agree to extend the timeframes within which each of the steps are to be completed.
- 40.2.13 At all times during this process work shall continue in the matter it was being performed immediately before the dispute or grievance.

#### **41. REPRESENTATIVES**

- 41.1 Pacific National recognises workplace delegates who are authorised by the union and will permit such delegates to perform their role without discrimination. This clause is subject to the delegates concerned continuing to act in accordance with their contract of employment, the Act and the terms and conditions of this Agreement.
- 41.2 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.

- 41.3 Pacific National will allow workplace delegates reasonable access to telephone, facsimile, photocopying and email services, where available and provided, for the purpose of carrying out their role. The use of resources by a workplace delegate 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.
- 41.4 Workplace Delegates will be entitled to reasonable unpaid time off to attend union meetings, congresses and conferences, subject to operational constraints. Workplace delegates seeking such leave are required to give fourteen (14) days notice and Pacific National will not unreasonably refuse to approve such leave.
- 41.5 Pacific National will provide a lockable notice case to be used by workplace delegates for posting formal union notices signed off by the delegates and or union official. All material posted must be authorised by the relevant union.
- 41.6 Special paid leave, at Base Rate, will be granted to Employees of Pacific National who are elected through the Australian Electoral Commission as delegates of their union to attend their union's National Council; National Executive; Branch Council; Branch Executive and; Divisional Committee meetings, or their equivalent.
- 41.7 To be eligible for special paid leave, the Employee:
  - 41.7.1 Is required to apply for leave at least four (4) weeks prior to the meeting; and
  - 41.7.2 Is required to provide documentary evidence, signed by the appropriate authorised 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.

## **42. TRANSFER OF EXISTING EMPLOYEES**

- 42.1 Pacific National proposals that may require an Employee to relocate will be subject to the consultative provisions outlined in clause 39 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.
- 42.2 Where a transfer instigated by Pacific National requires the Employee to relocate their residence, Pacific National will meet reasonable relocation expenses.
- 42.3 Based on individual circumstances, the following expenses will be met:
  - 42.3.1 Housing expenses
    - 42.3.1.1 Costs associated with selling a residence at the "old" location, including Agent's commission, legal expenses, stamp duty and Bank charges; and
    - 42.3.1.2 Costs associated with the purchase or construction of a new residence at the "new" location, where that residence will be the usual place of residence, such as legal expenses, stamp duty, bank charges, connection of utilities and mortgage insurance (one-off payment).
  - 42.3.2 Removal expenses, including removalist's fees, insurance charges and temporary storage (up to twelve months);
  - 42.3.3 Travel expenses, including:
    - 42.3.3.1 One familiarisation visit, of up to five days with travel costs, to the limit of economy class airfares for the Employee and spouse to visit the location to examine housing and other services; and
    - 42.3.3.2 Actual travel costs, to the limit of economy class airfares for the Employee and family during the actual relocation.
  - 42.3.4 Resettlement Allowance



- 42.3.4.1 Resettlement Allowance is provided to cover the costs of temporary accommodation for Employees and their families until a permanent residence is available. Resettlement allowance is paid as a reimbursement to cover actual costs incurred for temporary accommodation on the following basis:
- 42.3.4.2 Employees with dependants may be reimbursed up to the value of six weeks pay, calculated on their Base Remuneration, where the dependants accompany them; or
- 42.3.4.3 Employees without dependants will be reimbursed up to the value of three weeks pay, calculated on their Base Remuneration.

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

#### **43. TEMPORARY TRANSFER**

- 43.1 Where required by the business, Employees may be temporarily transferred to a different home base for a period of time. Temporary transfer will be used to support commercial activities affected by variable demand and traffic volumes and/or temporary staff shortages.
- 43.2 In the first instance, volunteers will be called for temporary transfer. In the event that insufficient Employees volunteer, Employees may be selected for temporary transfer. Employees will be temporarily transferred away from their Home Base for a period of not more than six (6) weeks in any twelve (12) month period, unless mutually agreed. Any decision regarding individual Employee temporary transfer will be made on assessment of the individual's circumstances with regard to reasonableness.
- 43.3 Pacific National will provide the means of travelling to and from the temporary location if required. Reasonable time allowances for travelling to and from all locations where motor vehicles are utilised, will apply. Employees will be paid travelling time on a stand alone basis, which means that the time will not be deducted from the Annual Cycle Hours. Employees who are temporarily transferred may be authorised to use their own vehicles to travel to and from the temporary location.
- 43.4 Reimbursement for use of private motor vehicle will be in accordance with the relevant Pacific National policy. When temporarily transferred, the Employee has the option of an expense allowance or reimbursement of reasonable expenses associated with temporary location transfer. Such reimbursement or allowance will be in accordance with the relevant Pacific National policy. Employees may elect to receive the allowance in advance upon request.
- 43.5 Employees who are temporarily transferred to a location which does not permit them to return to their home base daily shall have their accommodation, travel and meals arranged and paid for by Pacific National.
- 43.6 Employees who nominate prior to the temporary transfer, can be paid expenses at the rate of \$229.50 for each full day away from their Home Base. The payment of expenses is on the following basis:
  - 43.6.1 This daily rate is made up of \$27.36 for each breakfast and each lunch, \$34.39 for each dinner and \$140.39 for each bed. Expenses shall be adjusted by a formula that applies the Consumer Price Index (CPI) for the bed component and by the meals out take away food component of the CPI for the meals component. This adjustment shall be made annually in the first full pay period following the release of CPI data for the September quarter each year; and
  - 43.6.2 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;

<b>Payment for</b>	<b>If departure before</b>	<b>If return after</b>
<b>Breakfast</b>	0700 hrs	0800 hrs
<b>Lunch</b>	1300 hrs	1400 hrs
<b>Dinner</b>	1830 hrs	1830 hrs
<b>Bed</b>	0100 hrs	0100 hrs

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

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

#### **44. MEDICAL ASSESSMENTS**

- 44.1 Where, through the operation of the National Standard for Health Assessment of Rail Safety Workers ("National Standard") an Employee is required to undertake a Health Assessment, Pacific National will pay cost of the medical assessment up to the "Determination", including the medical assessment itself, a stress ECG, if required, and/or other referred test(s). It is noted that Maintainers & Maintenance Assistance are currently subject to Category 3 medical tests.
- 44.2 The Determination occurs when a qualified health professional, in satisfaction of the National Standard, has determined that the Employee is either:
  - i.* Fit for Duty;
  - ii.* Fit for Duty subject to Review;
  - iii.* Fit for Duty subject to Job Modification;
  - iv.* Temporarily Unfit for Duty Subject to Review; or
  - v.* Permanently Unfit for Duty.
- 44.3 If further tests are required following the Determination, Pacific National will only be liable to cover the costs of such tests where it is identified that there was no basis for this referral e.g., there is no apparent underlying condition that should have prompted such referral.
- 44.4 In order to ensure privacy is maintained in relation to the medical files, where an Employee seeks to claim such costs in these circumstances, the Chief Medical Officer or suitably qualified nominee will review the case file and make a determination as to whether the referral was justified. The decision of the Chief Medical Officer in such matters will be final.
- 44.5 Where it is determined that the referral was not justified, Pacific National will:

- i.* Reimburse the Employee for the medical costs incurred as a result of the referral; and
  - ii.* Re-credit any sick leave that has been used as a result of being unable to perform their duties as a result of the referral.
- 44.6 The above provisions do not exclude any obligations arising under the applicable Worker's Compensation legislation.

## **45. SALARY MAINTENANCE**

### **45.1 Existing Employees on Salary Maintenance**

- 45.1.1 Pacific National Employees who were on salary maintenance pursuant to clause 42 of the Pacific National Enterprise Agreement 2004 will continue to receive salary maintenance on the same grounds as was provided in that clause indefinitely; and
- 45.1.2 Employees who entered salary maintenance pursuant to clause 35 of the Pacific National Operation Services Enterprise Agreement 2006 will continue to receive salary maintenance on the same basis as was provided in that clause.

### **45.2 Employees who start salary maintenance during this Agreement**

#### **45.2.1 Employees engaged prior to 25 January 2007**

- 45.2.1.1 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:
- 45.2.1.2 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; and
- 45.2.1.3 If the Employee is promoted during the life of this Agreement, they will be salary maintained on their Total Remuneration for a period of 12 months (and receive the annual remuneration increases prescribed in clause 16.1 before reverting to being salary maintained at the level in clause 45.2.1.1.1 above.

#### **45.2.2 New Employees engaged after 25 January 2007**

- 45.2.2.1 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:
- 45.2.2.2 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 16.1 during this period; and
- 45.2.2.3 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.

### **45.3 Reasonable Alternative Offers**

- 45.3.1 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; and

- 45.3.2 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.

#### **46. WORKPLACE RELATIONS TRAINING**

- 46.1 Workplace relations training is specifically targeted at maintaining harmonious workplace relations between Pacific National and its Employees.
- 46.2 Unions will identify training course content and ensure that all training is delivered by appropriately qualified trainers. Unions will fund all cost associated with the development and delivery of workplace relations training programmes.
- 46.3 Pacific National management will allow a maximum of 500 hours in total per year for such training across this Agreement.

#### **47. EMPLOYEE REPRESENTATIVE COMMITTEE**

- 47.1 Pacific National agrees to facilitate an Employee Representative Committee (ERC) meeting for the national maintenance operations of up to 8 hours bi-annually for union delegates to meet with management.
- 47.2 Immediately prior to the ERC commencing, union delegates will be provided with up to 2 hours to meet.
- 47.3 The ERC meeting will 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 and the way work is performed, or suggestions on improving business operations and/or customer experience.

#### **48. INDIVIDUAL FLEXIBILITY ARRANGEMENT**

- 48.1 Pacific National and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - 48.1.1 The agreement deals with 1 or more of the following matters:
    - 48.1.1.1 Arrangements about when work is performed;
    - 48.1.1.2 Overtime rates; and
    - 48.1.1.3 Penalty rates.
  - 48.1.2 The arrangement meets the genuine needs of Pacific National and the Employee in relation to 1 or more of the matters mentioned in paragraphs 48.1.1; and
  - 48.1.3 The arrangement is genuinely agreed to by Pacific National and the Employee.
- 48.2 Pacific National must ensure that the terms of the individual flexibility arrangement:
  - 48.2.1 Are about permitted matters under section 172 of the Act; and
  - 48.2.2 Are not unlawful terms under section 194 of the Act; and
  - 48.2.3 Result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 48.3 Pacific National must ensure that the individual flexibility arrangement:
  - 48.3.1 Is in writing; and
  - 48.3.2 Includes the name of Pacific National Manager and the Employee; and
  - 48.3.3 Is signed by the Pacific National Manager and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and

- 48.3.4 Includes details of:
  - 48.3.4.1 The terms of the enterprise agreement that will be varied by the arrangement; and
  - 48.3.4.2 How the arrangement will vary the effect of the terms; and
  - 48.3.4.3 How the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - 48.3.4.4 States the day on which the arrangement commences.
- 48.3.5 Pacific National must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 48.3.6 Pacific National or the Employee may terminate the individual flexibility arrangement:
  - 48.3.6.1 By giving no more than 28 days written notice to the other party to the arrangement; or
  - 48.3.6.2 If Pacific National and the Employee agree in writing--at any time.

#### **49. INTERNAL TRANSFER OF WORK**

- 49.1 The Parties acknowledge that a "transfer of work" as described in the Act is not dealt with under this clause.
- 49.2 The Parties acknowledge that Pacific National may, from time to time, reorganise and restructure its business units.
- 49.3 If an Employee or group of Employee's is permanently transferred to another business unit (including a unit that is created after the commencement of this Agreement) at the sole instigation of Pacific National following a reorganisation or restructure of business units, the terms and conditions of the Employee shall be governed by the Agreement which is applicable to that business unit subject to the following and subject to law:
  - 49.3.1 If the Employee's classification or level does not exist in the proposed Agreement, then the Employee(s) will transfer to a similar classification with the Agreement and salary maintenance shall apply;
  - 49.3.2 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).
- 49.4 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.

#### **50. FORMER FREIGHTCORP EMPLOYEES ONLY**

##### Picnic Day

- 50.1 This clause shall only apply to current Employees of Pacific National 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 from that date.
  - 50.1.1 For the purposes of this clause, one Picnic Day shall be organised between 1 December and 31 January in a 12 month cycle;
  - 50.1.2 Further to clause 50.1 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;

- 50.1.3 An Employee who attends the Picnic Day in accordance with this clause shall have their rostered hours credited to their Duty (roster) Cycle;
- 50.1.4 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;
- 50.1.5 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; and
- 50.1.6 In this case, the 7.6 hours must be taken within the Employee's same Duty (roster) Cycle as the picnic day occurred.

#### Travel Passes

- 50.2 Pacific National Employee who at the time of the sale of FreightCorp, (21 February, 2002) had an entitlement to an Employee travel pass will retain that entitlement. For the avoidance of doubt, it is intended that Employees will be entitled to the same travel pass benefits, including holiday and interstate travel passes that were in place for FreightCorp Employees at the time of the sale.
  - 50.2.1 An Employee's prior service with FreightCorp will be taken into account in determining entitlements under this provision;
  - 50.2.2 The clause does not apply to any Employee who chose to relinquish their travel pass entitlements in return for a payment at the time of the sale of FreightCorp. However, Employees who "cashed out" and relinquished their travel pass entitlements in conjunction with the sale of FreightCorp will continue to be eligible for a Gold Pass, subject to the normal length of service requirements; and
  - 50.2.3 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.
  - 50.2.4 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.

## 51. ROSTERS AND HOURS OF WORK

- 51.1 Pacific National will develop and may change rosters consistent with this clause.
- 51.2 Principles for Developing Rosters
  - 51.2.1 Pacific National will create a Roster for the purpose of advising Employees of all rostered days off and all known work.
  - 51.2.2 The Roster will include Employee sign-on and sign-off times.
  - 51.2.3 The Roster 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.
  - 51.2.4 There may be more than one roster developed at a location for a similar or the same position.
  - 51.2.5 In developing Rosters, Pacific National will consider the following:
    - 51.2.5.1 Family, social and work commitments;
    - 51.2.5.2 Occupational Health and Safety and specifically fatigue management principles;

- 51.2.5.3 Maintenance of qualification;
- 51.2.5.4 Quality of work;
- 51.2.5.5 Relevant conditions of employment;
- 51.2.5.6 Duty of care obligations;
- 51.2.5.7 Optimal staff productivity; and
- 51.2.5.8 Fair working for the Employees.

### 51.3 Rostering Committee

- 51.3.1 Employees may elect to form a Rostering Committee that will consist of Employee Representatives and Pacific National representatives. The purpose of the Rostering Committee is to consult on and discuss the Roster and any associated rostering concerns. The Committee will meet on an as needed basis usually when notified of a proposed change to the Roster.

### 51.4 Changes to the Roster

- 51.4.1 Changes to a Roster will be made mindful of balancing the business demands and the needs of Employees.
- 51.4.2 The number of changes to Rosters, where such a change impacts on an RDO, shall not exceed four (4) per annum, unless by Agreement at each affected worksite;
- 51.4.3 Where a variation to the Roster is proposed which does not impact on a RDO, but is only:
  - 51.4.3.1 A variation to existing rostered working; or
  - 51.4.3.2 The placement of additional RDOs,

then such change will not constitute one of the four Roster changes.

- 51.4.4 Where Pacific National proposes to make a change to the Roster, it will notify the Rostering Committee and arrange a time for the Rostering Committee to meet and consult on this change. The meeting will occur within one week of the notification by Pacific National.
- 51.4.5 Where no Rostering Committee is formed, and Pacific National proposes to change the Roster, Pacific National will consult with affected employees in accordance with the Consultation and Change clause 39. As part of the consultation Pacific National will provide employees with information about the change and invite employees to provide their views about the impact of the change. Pacific National will consider any views provided by employees about the impact of the change.
- 51.4.6 Pacific National will make all reasonable attempts to reach agreement with the majority of Employees within 14 days from the announcement of the proposed Roster change.
- 51.4.7 Whether or not majority agreement has been reached will be determined by Pacific National and the Nominated Representative taking a local vote across the group of affected Employees.
- 51.4.8 Where it is determined that majority agreement outlined in the above clause 51.4.5 cannot be reached, either Pacific National or the affected Employees may escalate this matter by raising a dispute under clause 40 of the Agreement, which must include at least one of the following matters:
  - 51.4.8.1 Fatigue;
  - 51.4.8.2 Work-life balance;
  - 51.4.8.3 Remuneration; and/or
  - 51.4.8.4 Business requirements.

- 51.4.9 Prior to introduction the new Roster will be posted on the site notice board or made available to Employees where there is no notice board, for a period of seven (7) days before the introduction of the new Roster.
- 51.4.10 The above process does not apply to circumstances arising in clauses 51.5, 51.5, 51.7, 51.8, 51.9, 51.10, 51.11 or 51.12.
- 51.5 Exchanging shifts
  - 51.5.1 Subject to relevant work health and safety, fatigue management and operational issues, Employees may mutually exchange shifts (including duty free periods), with the approval of the relevant manager or rostering staff. Pacific National will not unreasonably withhold approval where such requests are cost neutral.
- 51.6 Shift Lengths
  - 51.6.1 The maximum rostered shift length shall be twelve (12) hours.
  - 51.6.2 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.
  - 51.6.3 It would be normal to roster to a minimum of eight (8) hours in the Roster.
  - 51.6.4 No Employee shall be rostered to work more than seven (7) consecutive shifts without a day off.
- 51.7 Interval Between Shifts
  - 51.7.1 The minimum interval between shifts shall be eleven (11) hours off duty between ordinary shifts. This may be reduced to eight (8) hours through consultation and agreement with Employees, subject to fatigue management assessment and the agreement of the Employee where the working shift prior to the rest was in excess of twelve (12) hours.
  - 51.7.2 Where maintenance Employees are working in an emergency situation, i.e. derailment recovery, re-railing activities, etc. the minimum interval between shifts may be reduced to eight (8) hours, subject to fatigue management and the agreement of the Employee where the working shift prior to the rest was in excess of twelve (12) hours.
  - 51.7.3 Shift cycles will be designed to ensure the maximum number of similar shifts, e.g. Afternoon shifts, before a change to a different shift pattern, e.g. Night shift. A minimum interval of twenty four (24) hours off duty shall apply when changing shift patterns.
- 51.8 Maximum Hours of Duty - Emergencies, Major Equipment Failure
  - 51.8.1 Employees who are unable to complete their rostered shift because of emergency or major equipment failure, must be relieved from duty and signed off after a maximum period of sixteen (16) hours. In these circumstances, emergency means a major equipment failure or operational emergency or other emergency due to fire, flood, storm, earthquake, explosion, accident, derailment, epidemic or warlike action. The working of extended hours in these circumstances is subject to the Employee's indication of their fitness to continue. The Employee may decline to perform safe working duties after having completed twelve (12) hours from sign-on.
- 51.9 Roster Suspension
  - 51.9.1 In situations where a major derailment, washaway or other unplanned circumstance causes track closure, all rosters affected may be suspended until normal operations can resume. Roster suspension may apply up to seven (7) days beyond which an interim roster will apply until normal operations resume.



- 51.9.2 During a period of roster suspension, allocation of rostering will be determined by the local rostering committee, if formed, local management and corporate management in line with shift limits and rostering principles contained in this Agreement.
- 51.9.3 The suspension of a roster will not impact on the placement of RDOs. Where RDOs are worked the overtime provisions for work on an RDO will apply.
- 51.10 Call out - For Maintenance and/or Service Restoration, (i.e. Derailment Recovery, Re-railing, etc.) Activities
  - 51.10.1 Employees may be called out for maintenance and/or service restoration work in an emergency or other out of course work that is outside of their normal rostered hours;
  - 51.10.2 Where Employees are called out, they shall be paid double time applied to their base rate for the duration of the call out task. When the Employee returns to his/her home depot within the Employee's normal rostered hours, the Employee will be paid at his/her Ordinary Remuneration for the remainder of the rostered shift;
  - 51.10.3 Where the callout task extends beyond one shift, the interval between shifts will be as per clause 51.7. For hours worked on these subsequent shifts, all hours worked within the rostered shift hours will be paid at ordinary rates, any hours worked outside of the rostered shift hours shall be paid at overtime rates outlined in clause 13.2.
  - 51.10.4 A minimum payment of four (4) hours will be paid in respect to any call out.
- 51.11 On Call provisions
  - 51.11.1 Should Pacific National wish to introduce a roster system to manage on call availability, it is agreed that it may do so. If introduced, participation will be voluntary for all relevant Employees. Flexibility for exchanging rostered shifts within the roster will be permitted however it shall remain the Employee's responsibility to ensure coverage on the Employee's rostered shift and must not impact on another Employee's fatigue score.
  - 51.11.2 Should an Employee on call be required to attend duty, the allowance, as set out in clause 16.8, for that day will no longer apply and hours worked for the call out are to be calculated in accordance with clause 51.10 Call Out.
- 51.12 Roster Adjustments
  - 51.12.1 Where a 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. Pacific National cannot unreasonably require an Employee to change from one shift to another.

## **52. CLASSIFICATION STRUCTURE - MAINTENANCE ASSISTANTS**

### **52.1 Maintenance Assistant**

The Maintenance Assistant will not progress through the Wagon/Locomotive Maintenance Structure but will be eligible to apply for any wagon maintenance position which may become vacant. If a Maintainer position becomes available, it will be advertised internally to allow for Maintenance Assistant and any other Pacific National employees to apply, before moving to include external candidates.

Having regard for clause 10.14 of this Agreement, this role is an active member of their respective workgroup and provides assistance to, and shares knowledge with, other Employees. This role would typically include the following:

- Complete induction in Pacific National Safety, Health and Environment, Human Resource and Operational policies and procedures for the respective work sites to ensure work tasks are completed safely;
- Complete track safety awareness training to be authorised to work on and around the track;
- Possess interpersonal skills satisfactory to communicate and work with supervisors, other maintainers and terminal operators;
- Be familiar with and comply with Pacific National's policies and procedures;
- Use hand and fixed tools and equipment;
- Perform repairs such as:
  - Undertake the regular and programmed turn out maintenance
  - Undertake forklift operations to support the business, which will include delivery and dispatch
  - Competent in the use of IT systems to carry out required tasks
  - Ordering consumable and items as required
  - Perform stock takes and investigate discrepancies
  - Cleaning & painting of rolling stock
  - Pre-start checklists/equipment pre-start checks
  - Support and assist Wagon Maintainers
- Participation in 5S programs and other improvement programs

<b>Maintenance Assistants</b>	Pacific National Inductions Track Safety Awareness Manual Handling Work on Track Lock-out procedures Inductions Package Radio Communications
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#### Maintenance Assistant Base Remuneration

	FFPP commencing on or after Commencement Date (Back dated to 3 July 2022)	FFPP commencing on or after 1 July 2023	FFPP commencing on or after 1 July 2024	FFPP commencing on or after 1 July 2025
Maintenance Assistant	\$31.04	\$31.98	\$32.93	\$33.92

### 53. CLASSIFICATION STRUCTURE MAINTAINERS

The classification structure is designed so that Employees in higher classifications are expected to undertake responsibilities, duties and tasks contained within more junior classifications.

#### 53.1 Entry Level Maintainer

##### LEVEL 1

The Entry Level Maintainer is an active member of their respective workgroup and provides assistance to and share knowledge with other Employees. The role of an Entry Level Maintainer would typically include the following:

- Complete induction in Pacific National Safety, Health and Environment, Human Resource and Operational policies and procedures for the respective work sites to ensure work tasks are completed safely;
- Complete track safety awareness training to be authorised to work on and around the track;
- Possess interpersonal skills satisfactory to communicate and work with supervisors, other maintainers and terminal operators;
- Be familiar with and comply with Pacific National's policies and procedures;
- Use hand and fixed tools and equipment; and
- Work under direction of Core maintainer as required to perform repairs to Freight Rolling Stock.
- Conduct receipting and dispatch of goods including loading and unloading of transport vehicles

### 53.2 Trainee Maintainer

#### LEVEL 2

A Trainee Maintainer is a Maintainer who has satisfied all the requirements of an Entry Level Maintainer. The Trainee Maintainer will provide assistance to, and share knowledge with, other Employees as well as the following:

- Undertake training requirements, both on-job and off-job, to progress to Core Maintainer;
- Possess basic computer skills and utilise these as required to access and input data into maintenance management systems;
- Undertake wagon movements in the maintenance areas using fixed and mobile equipment; and
- Work under direction of Core maintainer as required to perform repairs to Freight Rolling Stock.

It is anticipated that a Trainee Maintainer would progress to Core Maintainer when either they have been assessed as able to perform all the duties of Core Maintainer or when determined by management to be sufficiently competent in the tasks, as are required to be performed at their specific depot. In relation to Wagon rolling stock, this means being able to perform all work required in relation to the main form of wagon worked on in that particular depot. Progression will be based on passing assessment against the Core Maintainer definition below.

### 53.3 Intermediate Maintainer

#### LEVEL 3

The Intermediate maintainer is a progression between Trainee maintainer and Core Maintainer, to progress to this level they must have satisfied all the requirements of a Trainee Maintainer and achieved the specified level of the competencies required to be a Core Maintainer. Consideration will be given to Employees with proven wagon maintenance knowledge to start at this level the discretion is entirely up to the site supervisor and manager.

#### *Maintenance structure and Development Plan*

<b>Entry</b>	Track Safety Awareness Work on Track Basic Lock-out procedures Maintainers Awareness Package Inductions Package Manual Handling	
<b>Trainee</b>	<b>Complete all above</b>	

<b>Intermediate</b>	Shunting for Maintainers	5
	Dangerous Goods	
	Lift Wagons	5
	Train Inspection	10
	Roll by Inspection	5
	TMS	5
	RMS	5
	Bogie D.I 1,2, and 3 piece	10
	Wagon Scheduling Package	5
	Wayside Equipment Package	5
	First Aid	5
	Basic Wagon Checklist	10
	Doors and Hatches	5
	Completed Welding Training	20
	Bogie Overhaul Package	20
	Working at Heights	5
	OH&S Consultation	5
	E.C.P. Brakes	10
	Derailment Package	5
	Container Inspection	5
	Cement Hopper Maintenance	10
	Artic and Solid Drawbar Package	5
	Drawgear	5
	Top Door package	5
	Operate a Forklift	10
	MR License	10
	Confined Space	10
	HC License	10
HR License	10	
WorkCover Green Card	5	
Crane/Hiab Training	10	
Dogman	10	
Risk Assessment Training	5	
Calibrating Equipment	5	
Appropriate Trade Certificate	100	
Brakes Safety Critical	30 mandatory to progress to level 4	
Wheels Safety Critical	30 mandatory to progress to level 4	
Sidebearers Safety Critical	30 mandatory to progress to level 4	
	<b>Obtaining 150 points of comparison above as deemed required at a specific maintenance location will allow progression to intermediate maintainer</b>	
<b>Core</b>	<b>Progression to core maintainer when complete all modules required at a location above</b>	

53.4 Core Maintainer

LEVEL 4

In addition to the duties required of a Trainee Maintainer, the Core Maintainer is a competent Maintainer who has undertaken all training requirements and possesses all skills and qualifications to undertake the role of Maintainer in their work place. The Core Maintainer shall provide assistance to, and share knowledge with, other Employees.

This classification covers the bulk of the maintenance workforce and it is expected that all Employees would progress to this level.

The role of a Core Maintainer would typically include the following:

- Perform all facets of wagon preventative maintenance and repairs. This typically includes the inspection, trouble shooting, maintenance and repairs for all wagon rolling stock components and associated equipment including the following:
  - Wheelsets
  - Bogies
  - Air brake equipment (including testing)
  - Pneumatic and hydraulic equipment
  - Draft gear, couplers, yokes, etc.
  - Multi- and single-platform wagons, hopper and tanker wagons, crew vans and other specially designed wagons
  - Doors, hatches, latches and fastenings, etc.
  - Wagon body structure
  - Repairs to plant and equipment
  - Other associated wagon components
  - Repairs and servicing to containers and their equipment
  - Repairs and servicing to Trailers (Skels as used in the Express Business)
  - Repairs to containers, crew coaches and polar paks.
- Test, fault find, connect and disconnect ECP brakes and components
- Set and control isolations of rail infrastructure and fixed plant including the control of group isolation processes.
- Maintenance of Containers - fitting/welding work, repair replace damaged components
- Conduct Roll by inspections
- Conduct & sign off for Unit Train Maintenance in-line with Business requirements
- Conduct FX exams in-line with Business requirements
- Perform heating, cutting activities and welding to AS1554
- Utilise relevant train operations and maintenance management software, RMS, TMS and Intranet, to carry out requirements of the role, e.g. find and track wagons in system, change wagon condition, create work orders, enter data, move rotables
- Identify components, select from store and record the inventory against the relevant work order in maintenance management system
- Communication with planners and contractors in addition to supervisors, other maintainers and terminal operators
- Operate mobile plant, equipment, vehicles and lifting equipment within work area as per site requirements
- Undertake wagon movements in the maintenance area as required using fixed and mobile equipment
- Undertake Maintainer Indexing in accordance with clause 53.13 Maintainer Indexing.
- Undertake wagon maintenance in-field, which would typically include unscheduled maintenance, recovery and collision damage work
- Conduct internal audits of wagons which have been maintained within a Pacific National facility, this may include cross auditing (not intended to audit suppliers or outsourced activity.)
- Fabricate and assemble components for repair/ replacement/ modification.

#### 53.5 Advanced Maintainer

##### LEVEL 4A

A Level 4A Maintainer will perform all the tasks as set out in Level 4 (Core Maintainer.) In addition, maintainers selected to work at Level 4A will be trained to certificate IV in training and assessing and will carry out site based training and assessment tasks.

### 53.6 LEVEL 5D Locomotive Maintainer

A Locomotive Maintainer 5D will perform all the tasks in the lower classifications i.e all maintainer classifications (Maintainer levels 1 to 4) and Maintenance Assistant classification. In addition, maintainers selected to work at Level 5D will be trained to perform maintenance on locomotives. A Level 5D employee is able to exercise discretion within their level of skills and training.

Scope of work:

- Non-trade activities
- Competency based tasks

5D Employee indicative duties:

- Provisioning of locomotives for maintenance purposes. With the exception of the Pacific National facility at Greta, provisioning of locomotives does not include the cleaning of bathrooms. Provisioning of locomotives at Pacific National facility at Greta is to continue in accordance with the practices and arrangements applying at the location.
- Basic inspections and recording of defect information
- Minor repairs with hand/power tools
- Operating motive power units in accordance with clause 53.14 Locomotive Maintenance – Moving Locomotives
- Undertake Maintainer Indexing in accordance with clause 53.13 Maintainer Indexing.
- Undertaking training to perform tasks and responsibilities of a 5C Loco Maintainer
- Other duties and responsibilities falling within the Employees skills, qualifications and competencies

### 53.7 5C Locomotive Maintainer

A 5C Locomotive Maintainer is one appointed as such and may be required to carry out all the duties of lower classifications (i.e Locomotive Maintainer 5D, maintainer classifications (Maintainer levels 1 to 4) and will also regularly perform locomotive maintenance.

5C locomotive maintainer will carry out any works falling within the competence of the 5C position. A 5C is an employee who has the equivalent level of training to perform Level 1 locomotive maintenance or equivalent so as to enable the employee to apply the skills within the technical field.

Scope of Work:

- Ensure all employees work in a safe manner
- Report workplace hazards
- Ensure all work is completed to a quality standard
- Provide constructive input to the Management team
- Testing and Commissioning of rolling stock
- Fault finding
- Trouble shooting rolling stock faults
- 5C Employee Indicative duties:
- Intermediate diagnostics and fault finding on locomotive systems
- Use of precision measuring equipment to verify component specification and correct operation
- Body repairs / weld repairs
- Component change out based on relevant competencies
- Operating motive power units in accordance with clause 53.14 Locomotive Maintenance – Moving Locomotives
- Undertake Maintainer Indexing in accordance with clause 53.13 Maintainer Indexing
- Other duties and responsibilities falling within the Employees skills, qualifications and competencies, such as:

- BP Collision repair.
- Uncoupler gear.
- Knuckles & Knuckle pins.
- Sanding Equipment, repair or replace.
- Millipede hoses/nozzles.
- Hose bags.
- Brake blocks.
- Cab Equipment (Kettles etc).
- Lube Oil/Coolant top up.
- Wiper/Washer Operation.
- Lights and Globes.
- Empty Bilge.
- Bent/Cracked steps.

### 53.8 Specialist Maintainer

#### LEVEL 5

A Specialist Maintainer is one appointed as such and carries out all the duties of a Core Maintainer and will also regularly solve complex problems and communicate with senior management.

In addition, a Specialist Maintainer must undertake at least one of the following on a regular and frequent basis in line with management requirements:

- Use IT systems to develop reports, create projects in RMS and set up new rolling stock maintenance plan and rolling stock maintenance plan and rolling stock configuration details in RMS
- Supervise or team-lead a special project or shift to achieve set outcomes such as:
- Supervise or coordinate a team for recovery work (this is a higher duties roles as required); and
- Driving of semi-trailer truck for incident response (this is a higher duties roles as required).
- Conduct internal audits and implement changes to the quality management system in accordance with Pacific National's policies and procedures and qualified to perform this work
- Regularly utilise Certificate IV Training & Assessment Qualification as an integral part of the position held
- Develop and prepare forward work plans, resources and part requirements, for the purpose of long term production planning and rolling stock co-ordination
- Possess and apply advanced welding techniques where welding standards by procedure call for skills above standard for skills above standard welding and are to be maintained at such a level via test pieces and alike to AS1796 or WTIA exam.
- The payment will be made in blocks of a single shift.

### 53.9 Co-ordinator – Wagon Maintenance

#### LEVEL 6

A Co-ordinator – Wagon Maintenance is one appointed as such and who possesses some of the capabilities of a Specialist Maintainer and is required to co-ordinate the wagon maintenance workforce on a shift by shift basis. Pacific National will determine the number of Co-ordinator – Wagon Maintenance positions at each specific location. Appointment to positions at this level will be determined by Pacific National and will be dependent on a vacancy being available within the depot. A Co-ordinator – Maintenance will perform the work comprehended in the lower levels as required but in addition will be appointed to perform the following:

- Coordinate a whole work area
- Issue work permits and coordinate contractor activities on site
- Set work priorities for the team on a shift by shift basis
- Ensure expenditure for the depot is in line with budget
- Handle complex work tasks, setting work priorities to meet Pacific National's business needs
- Handle grievances within the local work area
- Allocates work to contractors and ensures compliance with Pacific National specifications.

When an Employee is undertaking the tasks or responsibilities for a fixed period of time, the Employee will be classified as Co-ordinator – Wagon Maintenance for that period of time only.

53.9.1 Employees who were classified as Coordinator- Maintenance under the Pacific National Asset and Infrastructure Services Enterprise Agreement 2019 immediately prior to the Commencement Date, will fall under this classification.

#### 53.10 Level 7 Co-ordinator – Wagon and Locomotive Maintenance

A Co-ordinator – Wagon and Locomotive Maintenance is one that is appointed as such and has the capabilities of a Co-ordinator – Wagon Maintenance. In addition, the role is required to exercise the responsibilities and perform the tasks of Co-ordinator – Wagon Maintenance but for both Wagon and Locomotive maintenance areas. A Co-ordinator – Wagon and Locomotive Maintenance will perform the work, tasks and responsibilities in the lower levels as required (including those relating to Locomotive Maintainers 5D and 5C) but in addition will be appointed to perform the following for both Wagon and Locomotive areas:

- Coordinate a whole work area
- Issue work permits and coordinate contractor activities on site
- Set work priorities for the team on a shift by shift basis
- Ensure expenditure for the depot is in line with budget
- Handle complex work tasks, setting work priorities to meet Pacific National's business needs
- Handle grievances within the local work area
- Allocates work to contractors and ensures compliance with Pacific National specifications.

53.11 When an Employee is undertaking the tasks or responsibilities for a fixed period of time, the Employee will be classified as Co-ordinator – Wagon and Locomotive Maintenance for that period of time only.

#### 53.12 Progression within the structure

Maintainers will be progressed through the Maintainer classification levels based upon completion of training modules meeting level requirements. Locomotive Maintainers will be progressed through the Locomotive Maintainer classification levels subject to business needs.

Typically an Entry Level Maintainer would progress to Trainee Maintainer within a three (3) months period. During this stage an assessment will be made of recognition of prior learning.

Typically a Trainee Maintainer would then progress to Core Maintainer within a further twenty one (21) month period depending on the skills already attained prior to entry and the ability to meet requirements to progress to Core Maintainer. The intermediate maintainer level will be reached based on meeting specific competencies within that period. If an individual is not able to progress suitably in obtaining competencies then that individual will be performance managed accordingly.

Progression to the next level will be based upon successful completion of site specific training modules. Consideration is to be given to acceptable understanding and demonstration of all competencies. Should concerns be raised regarding one or more competencies, the Employee can be asked to undertake re-training in those area's prior to progression to the next level.



Appointment to Specialist Maintainer position will be dependent on specific requirements of sites and based on business requirements. When an Employee is required to undertake the tasks or responsibilities for a fixed period of time, the Employee will be paid higher duties for the duration of performing such higher duties and paid as per clause 10.10.

An appropriate training framework will be developed by Pacific National's Training group in conjunction with the relevant workplace trainers in the Maintenance area to ensure that maintenance Employees are able to perform their roles efficiently and safely as required at each depot.

#### 53.13 Recruitment and Selection of Locomotive Maintainers

It is Pacific National's preference that Locomotive Maintainer classifications be filled through employees employed as Pacific National Core Maintainers (or higher classifications) who have applied for Locomotive Maintainer roles, demonstrated the required competencies, displayed a satisfactory performance record and have the necessary experience and qualifications. Recruitment and selection of Locomotive Maintainers will be subject to clause 8 – 'Recruitment, Selection and Induction' and Pacific National's Recruitment and Internal Movements policy (as amended and varied). Pacific National's Recruitment and Internal Movements policy does not form part of, and is not incorporated into, the Agreement.

#### 53.14 Maintainer Indexing

*Definitions for the purposes of this clause:*

***Maintainer Indexing*** means the splitting of a wagon(s) from a Rake for the purpose of performing maintenance on an isolatable road within a Pacific National site.

***Rake*** means a group of rail wagons without any locomotives attached.

53.14.1 Maintainer Indexing will only be undertaken under the following circumstances:

- a. The relevant isolatable road(s) will be isolated prior to undertaking Maintainer Indexing;
- b. Using a shunt tractor or other mobile plant (excluding locomotives) suitable for the task;
- c. In accordance with the relevant Rail Infrastructure Manager's requirements;
- d. The Employees performing Maintainer Indexing will have satisfactorily undertaken the relevant training and have been assessed as competent to safely perform the tasks;
- e. Prior to the introduction of Maintainer Indexing at a particular Pacific National location, a risk assessment(s) will be undertaken by Pacific National together with the relevant HSRs and appropriate controls will be implemented for the identified risks; and
- f. Maintainer Indexing outside of the scope of this clause will not be performed by Employees.

53.14.2 For avoidance of doubt, this clause does not apply to wagon movements in the maintenance areas as set out in clause 52 Classification Structure Maintainers.

#### 53.15 Locomotive Maintenance – Moving Locomotives

53.15.1 Movement of locomotives outside of a maintenance area will only be undertaken when the movement:

- is for maintenance purposes;

- is on an isolatable road(s) listed in Table 1; and
- is limited to no more than 5 metres.

53.15.2 Where Pacific National creates a new maintenance location, Pacific National will consult with the relevant Health and Safety Representatives/Committees and their representatives who will participate in relevant safety assessments prior to using the road for locomotive movements for maintenance purposes.

53.15.3 The provisions of this clause will not apply to the Pacific National maintenance location at Greta (**Greta**). Locomotive movements at the Greta will operate in accordance with the procedures applying at the location.

*Table 1 – Loco Maintenance Isolatable Roads*

<b>Maintenance Location</b>	<b>Isolatable Roads</b>
Perth	PFTLP1 9 Road 10 Road WMF5 2RD East
Adelaide	Dead End Spur Trans Way
Enfield	Loco Storage RD
Inner harbour	Storage Sidings 1 & 2
Moss Vale	#3 Branch Storage Stock Siding
Sydney Freight Terminal	Sand Rd Parcel Van Straight Repair Rd
Parkes	Wagon Repair Sidings 1 & 2 Siding 2 (Goobang Junction) PLT 2 RD (Dead End Siding)
Greta	1, 2, 3, 4, 5 & 6 Roads
Morandoo	Trip Shed – Outside Road & Dead End Road
Port Waratah HBT	Nil
Brisbane Acacia Ridge	Washbay Road Loco Road NSW Provisioning Shed
Brisbane Tennyson	Provisioning Road New Car Road

**54. 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 40 of the Pacific National Assets Enterprise Agreement 2023. 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: \_\_\_\_\_

Your Work Location & Telephone Number: \_\_\_\_\_

## **55. JOB SHARING**

- 55.1 The Parties acknowledge the benefits of job sharing to both the Employees and Pacific National and agree to make all reasonable efforts to facilitate such positions where requested by Employees.
- 55.2 The potential for any Employee to undertake job sharing will be dependent upon identifying another current Employee with similar qualifications and skill levels that will allow the pairing of individuals to share the position.
- 55.3 The rotation of any two Employees undertaking job sharing is to take place in intervals no shorter than 1 week on / 1 week off, and no longer than 4 weeks on/4 weeks off (except with the approval of the depot manager), excluding periods of extended leave which are outlined below.
- 55.4 The Employees who have been paired for job sharing are to cover each other during periods of planned leave and where practical during periods of unplanned leave.
- 55.5 Where an Employee takes extended leave beyond their maximum 4 week rotation, the two employees will make themselves available to undertake a handover so that the employee returning from leave becomes familiarised with any changes that occurred during their period of leave.
- 55.6 Payment will be based on weekly pay increments and will be paid to the Employees fortnightly in arrears based on number of weeks worked in the previous pay cycle at the rate as outlined in this Agreement. Employees may seek to discuss an alternative payment arrangement whereby payments are made in equal fortnightly instalments based on hours agreed to be worked. Any such arrangement will be subject to the approval of the depot manager.
- 55.7 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.
- 55.8 The structure of job sharing roles may be such that the Employees work more than 6 months each by making themselves available for work at the same time (for example during the peak period). Employees may also make themselves available for shifts during their "week/s off" periods. These options are to be agreed with local depot managers.
- 55.9 Employees undertaking job sharing will be required to sign a letter which will confirm their job sharing arrangements and also confirm any conditions which have been varied from those outlined in this Agreement.
- 55.10 Where Employees have secondary employment outside of their job sharing position with Pacific National, the Employee is obliged to advise Pacific National so that the Parties can ensure that the Employee is capable of arriving at work, fit for duty.
- 55.11 Start date for transition into a job sharing role will be in accordance with Pacific National ability to source new Employees to fill any vacancies created by the establishment of job sharing roles.

## **56. TRANSITION TO RETIREMENT**

- 56.1 Pacific National supports Employee's seeking to transition to Retirement. Transition to Retirement will consist of Employees having the ability to request:
- 56.2 Transition from full-time to part-time employment, fixed-term, casual employment; or
- 56.3 Transition from full-time into Job Sharing arrangements as detailed in clause 55 of this Agreement.
- 56.4 Unless agreed otherwise, the Transition to Retirement provisions will only apply to full-time Employees directly employed by Pacific National and who have at least five (5) years of continuous service with Pacific National.

- 56.5 Where a Transition to Retirement arrangement is agreed to by Pacific National and the Employee, the Transition to retirement options specified in subclause 56.1 will come into effect for a maximum period of 36 months.
- 56.6 To be eligible for Transition to Retirement provisions set out in this clause the Employee must provide a written letter of resignation setting out the last day of employment which must be at least six (6) months from the date of the letter. The nominated resignation date may be altered by mutual agreement.
- 56.7 Where the transition to retirement results in changing of employment status (e.g. full-time to part- time), Employee's entitlements and remuneration will be as per the new employment category.
- 56.8 An Employee, subject to meeting qualification criteria set out in this sub clause, can elect to have a portion of their accumulated unused Personal / Carer's Leave entitlements paid out as set out in table 1 below. This payment will be in addition to any other termination benefits payable to the employee.
- 56.9 Qualification criteria for payment of unused Personal / Carer's Leave are:
- i. The Employee has at least five (5) years of continuous service with Pacific National;
  - ii. The Employee is at least 55 years of age and intends to retire from full-time employment;
  - iii. The Employee provides a minimum of six (6) months' written notice of resignation;
  - iv. The Employee fully participates in the training and development of other Employee(s) during the notice period including, but not limited to, supporting new Employees and transferring appropriate knowledge;
  - v. The Employee has not been directed to provide medical certificates for every personal/carers leave absence in accordance with clause 27.6 within the previous twenty four (24) months prior to the commencement of the notice period; and
  - vi. The Employee provides a medical certificate for all occasions of personal/carers leave taken during the notice period.

**Table 1**

<b>Notice of resignation provided</b>	<b>Maximum amount of Personal Leave that may be paid out</b>
12 months notice	152 hours
9 months notice	114 hours
6 months notice	76 hours
Less than 6 months notice	Nil

**DECLARATION AND SIGNATORIES**

This Enterprise Agreement has been developed through extensive consultation.

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

This Agreement was made on this date \_\_\_\_\_ day of 2023

Signed for and on behalf of Pacific National

Paul Scourah (name)  
Paul Scourah (signature)

of the following address

Level 16, 15 Blue Street North Sydney NSW 2060

Being an authorised signatory for Pacific National (as defined in Clause 2 of the Agreement).

In the presence of

Melissa Dawes (witness name)  
MD (witness signature)

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

\_\_\_\_\_ (name)  
\_\_\_\_\_ (signature)

of the following address

\_\_\_\_\_


Being members of the National Executive of the Union and authorised to sign an Agreement on behalf of the RTBU under the union’s register.

In the presence of

\_\_\_\_\_ (witness name)  
\_\_\_\_\_ (witness signature)

Signed for and on behalf of AUSTRALIAN MANUFACTURING AND WORKERS UNION

Steve Murphy \_\_\_\_\_ (name)

 \_\_\_\_\_ (signature)

National Secretary


of the following address

133 Parramatta Road, Granville NSW 2142

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

In the presence of

Abha Devasia \_\_\_\_\_ (witness name)

 \_\_\_\_\_ (witness signature)

Signed for and on behalf of the Employees

JOSEPH LEWIS (Name)

23 BUSHLARK RISE (Address)  
CANNING VALE PERTH WA 6155

J. Lewis (Signature)

Employee Bargaining Representative (Explanation of Authority to Sign the Agreement)

## IN THE FAIR WORK COMMISSION

### FWC Matter No.:

AG2023 / 1393

### Applicant:

Pacific National Services Pty Ltd (ABN 48 052 134 362)

Section 185 – Application for approval of a single enterprise agreement

## Undertaking- Section 190

I, Andrew Beck, Chief Legal Officer for Pacific National Services Pty Ltd (ABN 48 052 134 362) give the following undertakings with respect to the Pacific National Assets Enterprise Agreement 2023 ("the Agreement"):

1. I have the authority given to me by Pacific National Services Pty Ltd to provide this undertaking in relation to the application before the Fair Work Commission.

a) Clause 25.4.1.1 shall be read as follows:

*Irrespective of any substitution of public holidays made for Day Workers, there is no substitution of public holidays for Shift Workers unless the substitution is mandated by Governmental gazettal notices.*

b) Clause 27.6 shall be read as follows:

*If a Pacific National manager has a reasonable suspicion an Employee's previous absences from work were not due to genuine illness or injury, the Employee may be required to provide a medical certificate from a medical practitioner or other evidence that would satisfy a reasonable person to substantiate every personal/carer's leave absence within a defined period up to twelve (12) months.*

c) Clause 27.9.3 shall be read as follows:

*If an Employee becomes ill or injured while on Annual Leave or LSL, the Employee can convert the period of Annual Leave during which they were ill or injured to personal/carer's leave in the following circumstances:*

### Common requirements for Annual Leave and Long Service Leave

27.9.3.1 *The Employee has contacted their manager / supervisor within three (3) days of becoming sick or injured; and*

27.9.3.2 *The illness or injury is supported by a medical certificate or other evidence that would satisfy a reasonable person.*

### Additional Requirements for Long Service Leave

27.9.3.3 *In the case of LSL, where such a conversion from LSL to personal/carer's leave is contemplated by the relevant state legislation, Pacific National will abide by the relevant provisions of the*



*applicable LSL legislation, or if Pacific National determines the recrediting of LSL is appropriate in the circumstances.*

3. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



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**Signature**

2 June 2023

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**Date**