



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009

s.185—Approval of enterprise agreement

Asciano Services Pty Ltd

(AG2010/2458)

PACIFIC NATIONAL INTERMODAL ASSET MANAGEMENT SERVICES ENTERPRISE AGREEMENT 2009

Rail industry

SENIOR DEPUTY PRESIDENT HAMBERGER

SYDNEY, 8 SEPTEMBER 2010

Application for approval of the Pacific National Intermodal Asset Management Services Enterprise Agreement 2009.

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

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

[3] The Australian Rail Tram & Bus Industry Union, being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover it. In accordance with s.201(2) of the Act I note that the Agreement covers that organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 15 September 2010. The nominal expiry date of the Agreement is 30 June 2012.



SENIOR DEPUTY PRESIDENT

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Pacific National Intermodal Asset Management Enterprise Agreement 2009

FINAL 27TH July 2010

INDEX

1. Title
2. Parties
3. Scope
4. Glossary of Terms
5. Duration and Operation
6. Health and Safety
7. Contract of Employment
8. Recruitment, Selection and Induction
9. Probationary Employment
10. Career Paths and Classification
11. Hours of Work
12. Management of Annual hours
13. Overtime
14. Higher Duties
15. General Rostering Provisions
16. Meal Breaks/Rest Breaks
17. Remuneration
18. Performance Incentive Program
19. Stand Down
20. Superannuation and Salary Sacrifice
21. Uniforms
22. Disciplinary Procedures
23. Termination of Employment
24. Abandonment of Employment
25. Redundancy
26. Annual Leave
27. Public Holidays
28. Long Service Leave

29. Personal/Carers Leave
30. Medical Retirement
31. Sick Leave Pending Worker's Compensation
32. Unpaid Carer's Leave
33. Trauma Leave
34. Compassionate Leave
35. Parental Leave
36. Leave Without Pay
37. Jury Service
38. Special Leave
39. Home Base Sign-On/Sign-Off
40. Consultation and Change
41. Resolution of Disputes
42. Representatives
43. Transfer of Existing Employees
44. Temporary Transfer
45. Medical Assessments
46. Salary Maintenance
47. Workplace Relations Training
48. Individual Flexibility Agreement
49. Internal Transfer of Work

DECLARATION AND SIGNATORIES

ATTACHMENT 1 – ROSTERING GUIDELINES

1. Consultation
- 1.1 Roster Development
2. Shift Lengths
3. Interval Between Shifts
4. Working Roster Changes
5. Maximum hours of Duty
6. Roster Suspension

7. Call Out

8. On call Provisions

ATTACHMENT 2 – MAINTAINER CLASSIFICATION LEVELS

ATTACHMENT 3 – NOTIFICATION OF DISPUTE OR GRIEVANCE

ATTACHMENT 4 – JOB SHARING

1. TITLE

The title of this Agreement is the "Pacific National Intermodal Asset Management Services Enterprise Agreement 2009".

2. PARTIES

The parties to this Agreement are:

- 2.1 Pacific National (NSW) Pty Ltd; and
- 2.2 Asciano Services Pty Ltd. (Collectively referred to in this Agreement as "Pacific National").
- 2.3 The Australian Rail Tram and Bus Industry Union ("RTBU") and Employees employed by Pacific National to perform work within the classifications contained within this Agreement.

3. SCOPE

This Agreement shall apply to:

- 3.1 Each of the parties, and
- 3.2 Employees employed to perform work in positions within the Intermodal Division that fall within the classification structures as set out in this Agreement.

4. GLOSSARY OF TERMS

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

Agreement	The Pacific National Intermodal Asset Management Enterprise Agreement 2009
Aggregate Allowance	Shall mean 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 Rate 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, ie. 1976 ordinary hours including public holidays and annual leave for a full-time employee.
Daily Work Plan	The Daily Work Plan is drawn from the master and Working Rosters and combines working known for the day on which it operates up to 0600 hours the next day. Such Daily Work Plans do not apply to Maintenance Employees.
Dayworker	Any employee whose roster provides for ordinary hours to be worked on any day Monday to Friday between the hours of 0600 and 1800.
Employee	Shall mean a full time, part time, fixed or task or casual employee
Forecast Working	Working where the shifts (sign on times and Shift Lengths) are forecast in advance.
Home Base	Shall mean the Employee's normal location where they commence their shift.
Maintenance Employees	Employees specifically engaged to perform maintenance

	work.
Master Roster	Roster(s) that are permanently displayed at a location that show rostered days off and any known tasks or work.
Shiftworker	Any employee who works rostered shifts including shifts outside the hours of 0600 to 1800 Monday to Friday.
The Act	The Fair Work Act 2009 (Cth) as amended from time to time.
Total Remuneration	Shall mean the aggregate of an Employee's Base Rate plus Aggregate Penalties and the Aggregate Allowance

5. DURATION AND OPERATION

- 5.1 This Agreement shall operate from the date of lodgement and shall have a nominal expiry date of 30 June 2012.

6. HEALTH AND SAFETY

- 6.1 The parties to this Agreement share an ongoing commitment to ensure and to promote the health, safety and welfare of all employees, via the formation of occupational health and safety committees and nothing in this Agreement shall be designed or applied in ways that reduce or diminish this objective.
- 6.2 PN allows any form of legislative consultation concerning health and safety to occur. In addition, PN 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 Employees must also bring to the notice of their supervisor or manager, any situation where they genuinely believe a risk of injury or damage exists.

7. CONTRACT OF EMPLOYMENT

7.1 General Principles and Undertakings

- 7.1.1 PN shall use its best endeavour to ensure that full time employment is the principal form of employment. Further, subject to the provisions contained in this Agreement, no Employee shall have their form of employment altered without written agreement of the affected Employee(s).
- 7.1.2 Notwithstanding the above, PN may offer employment on one or more of the types of employment described below.
- 7.1.3 When engaged, all employees shall:

- 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;
- 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 who are engaged to work ordinary hours of nineteen hundred and seventy six hours (1976) per annum, inclusive of public holidays and annual leave hours. This is the equivalent of fifty-two weeks at thirty eight hours per week.
- 7.2.2 The parties acknowledge the benefits of job sharing to both the employees and the Company and agree to make all reasonable efforts to facilitate such positions where requested by employees.
- 7.2.3 Where such is requested the arrangements shall be as provided for in Attachment 4 of this Agreement.

7.3 Part-time employment

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

7.4 Casual Employment

- 7.4.1 Casual employees are employees paid on an ad hoc basis by the hour. The minimum engagement on each instance shall be **3 hours**. Casual employees shall be entitled to the Base Rate of pay applicable to the equivalent full time classification (and Aggregate Allowance where applicable) plus an additional loading of 25%.
- 7.4.2 Casual Employees shall not be entitled to:
 - 7.4.2.1 Annual leave, personal/carer's leave or compassionate leave; or

- 7.4.2.2 Parental leave (unless the casual employees are entitled to parental leave in accordance with the Act); or
- 7.4.2.3 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 27; or
- 7.4.2.4 Redundancy payments.
- 7.4.3 PN may, at any time, offer a casual employee the opportunity to be appointed as a permanent or as a part-time employee, under terms provided for in this Agreement.
- 7.4.4 Where a casual Employee has worked the equivalent ordinary hours of a full time Employee for a continuous period of 6 months he/she may seek to be appointed as a permanent or as a part-time employee. Where a casual employee seeks appointment under this sub-clause, PN will comply with such a request and make the appointment.
- 7.4.5 Any offer to convert the employment status of a casual employee must be in writing. The casual employee may elect to accept or to reject any offer made.
- 7.4.6 Where an offer is made and rejected, PN may seek to fill the position by other means and this action may result in the casual employee's employment being terminated.
- 7.4.7 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. At times, Pacific National may also advertise a vacancy simultaneously internally and through media advertisements, recruitment agencies and other sources. Internal advertisements will include the position level from the classification structure contained in this Agreement and the salary level.
- 8.4 Where an offer is made to appoint employees under the terms of this Agreement, following advertising, the offer will be in writing in the form of a letter of engagement. The letter of engagement 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 letter of engagement, this Agreement applies to the employee's employment.
- 8.5 Pacific National will ensure that all employees are appropriately inducted into their workplace following appointment.
- 8.6 All selections will reflect Pacific National's commitment to equal employment opportunity and the elimination of unlawful discrimination.
- 8.7 Pacific National will provide training relevant to job/position requirements and Employee needs that is aligned to the Transport and Logistics Industry Training Package.

Certificates and statements of attainment will be issued to Employees upon satisfying the requirements of the specific training.

9. PROBATIONARY EMPLOYMENT

- 9.1 A probationary period of up to three months from the date of commencement will be applied to all new employees, other than casual employees and fixed term employees engaged for less than a period of six months and will be outlined in their letter of engagement.
- 9.2 During the probationary period, the employee's employment may be terminated by either the employee or PN 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 40 of this Agreement, where the implementation of any change will have a significant impact on employees, determine the following:
 - 10.2.1 The type and number of positions in the organisation and the organisational structures;
 - 10.2.2 Employee levels;
 - 10.2.3 Specific work practices; and
 - 10.2.4 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.

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.
- 10.5 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.
- 10.6 Subject to employees covered by this Agreement satisfactorily completing relevant training and assessment for their position, they will progress through the classification structure. This would normally be expected to occur within a two year period from commencement of training.

10.7 Principles

- 10.7.1 The classification structures operate in accordance the following principles:
 - 10.7.1.1 Positions will be defined in terms of their primary accountabilities or main functions;
 - 10.7.1.2 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.
 - 10.7.1.3 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 of this Agreement, 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 negotiated in reaching settlement of this Agreement.

- 10.7.1.4 Classifications are based on primary accountabilities or main functions used in the position rather than skills possessed by the employee;
- 10.7.1.5 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;
- 10.7.1.6 Flexibility that allows Pacific National, or a section of Pacific National, to change the way work is organised and/or the way positions are designed, as required by business or commercial demands; and
- 10.7.1.7 The Transport and Distribution, Rail Operations Training package and the associated competency standards will be used to underpin Pacific National's training and development system. Certificates of attainment and statements of attainment will be issued to employees upon satisfying the requirements of the specific training.

10.8 Leadership and/or Supervisory Accountability

- 10.8.1 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.

10.9 Mixed Functions/Higher Duties

- 10.9.1 Where an employee performs work that falls within a higher classification level, they will be entitled to be paid at the higher classification level for the shift during which the work was performed.

10.10 Assessment of Previous Skills or Knowledge

- 10.10.1 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.

10.11 Classifications, Descriptors and Pay Levels

- 10.11.1 The following table outlines the classification titles, descriptors and classification pay levels for classifications in the Asset Management Support Stream.
- 10.11.2 It is not expected that any other consequential position reclassifications will occur as a result of implementing the classification structures in the field upon certification of this Agreement. Any further position reclassifications during the term of the Agreement will only occur where there has been a significant change in a position that, in itself, would warrant a reclassification.

10.12 Maintainer Classifications

The classifications are those set out in Attachment 2 to this Agreement.

10.13 Support Stream

The following table outlines descriptors and classification pay levels for classifications in the Support stream:

Classification Title	Description	Classification Pay Points
Officer Level 1	<p>Frontline Support Level</p> <p>This Classification level applies to positions which have accountability for delivering administrative, technical or operational support. At this level the range of tasks and activities to be carried out are usually well defined. As a result, routine methods and procedures are employed that may require some judgement in the selection of resources, sequencing of tasks, or the selection of appropriate work methods or involvement of other employees.</p>	<p>Level 1</p> <p>Paypoint a, b, c, d or e</p>
Officer Level 2 a, b, c, d	<p>Specialist Level</p> <p>This Classification level applies to positions that have accountability for delivering a range of specialist services. These could include those related to a specific engineering, technical or administrative discipline. At this level, employees would be expected to operate autonomously, in line with the specific skills or qualifications they possess.</p> <p>While focused on specific functional or discipline based activities, these activities are usually based on the application of defined precedent. As a result, routine methods and procedures are employed that may require some judgement in the selection of resources, sequencing of tasks, or the selection of appropriate work methods or involvement of other employees, within the context of the specific function or discipline.</p>	<p>Level 2</p> <p>Paypoint a, b, c or d</p>
Officer Level 3 a, b, c	<p>Seasoned Specialist Level</p> <p>This Classification level applies to positions which have accountability for delivering higher level specialist services. These could include those related to engineering, financial, technical or support disciplines. At this level, employees are expected to deliver seasoned or senior level specialist support within their specific functional speciality or discipline.</p> <p>This classification level has no application to any employee in supervisory a position, i.e., employees whose substantive and major responsibility is to supervise other employees</p> <p>While focused on specific functional or discipline based activities, these activities can be based on the application of their professional principles to resolve unusual problems and/or oversee the development and implementation of new programmes or projects. Problem resolution is a frequent requirement at this level, and the</p>	<p>Level 3</p> <p>Paypoint a, b or c</p>

	outcomes of their resolution process may break new ground for the organisation.	
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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 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 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 holidays and one hundred and fifty two (152) hours of annual leave 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, employees may be required to work reasonable overtime (with the exception of working rostered days off (RDO's)) for payment of overtime penalty rates.

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

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

11.4.2 The Employee's personal circumstances (including any family responsibilities)

11.4.3 The operational requirements of PN in relation to which the Employee is required or requested to work the additional hours;

11.4.4 Any notice given by PN of the requirement or request that the Employee work the overtime;

11.4.5 Any notice given by the Employee of their inability to work the overtime;

11.4.6 Whether any addition hours are on a public holiday;

11.4.7 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,

11.4.8 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.

12.2 Management of Annual Ordinary Hours - Day workers

(a) The ordinary hours of duty for a Day worker shall be thirty-eight (38) hours per week, worked on any day, Monday to Friday between 0600 hours and 1800 hours.

(b) The ordinary hours may be worked as a 7.6 hour day or 19 day month, where such arrangements already apply and may be extended by mutual

- agreement. Pacific National Intermodal will not unreasonably withhold agreement where an employee seeks to alter their pattern of work/hours.
- (c) The ordinary hours may be worked within a 152 hour, four week cycle, subject to the consultative provisions in this agreement.
 - (d) The maximum number of rostered hours per shift for Day workers shall be no more than 12 hours.

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 per week over the roster cycle, referred to in 12.1 above; or

13.1.2 Hours worked in excess of those in the ordinary rostered shift length; or

13.1.3 Hours worked on an RDO.

13.2 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

13.3 Dayworkers

13.3.1 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.

13.3.2 The ordinary hours may be averaged over the roster cycle.

13.3.3 The maximum number of rostered hours per shift for Dayworkers shall be no more than 12 hours.

14. HIGHER DUTIES

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

15. GENERAL ROSTERING PROVISIONS

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

15.2 In developing Rosters, Pacific National must take into account the following;

15.2.1 Family, social and work commitments;

15.2.2 Occupational Health and Safety and specifically Fatigue management principles;

15.2.3 Maintenance of qualifications;

15.2.4 Quality of work;

15.2.5 Relevant conditions of employment;

15.2.6 Duty of care obligations;

- 15.2.7 Optimal staff productivity; and
- 15.2.8 Fair working for the employees.
- 15.2.9 Specific roster arrangements are detailed in Attachment 1 to this Agreement.

16. MEAL BREAKS / REST BREAKS

- 16.1 Shiftworkers 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.
- 16.2 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.
- 16.3 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 \$10 meal allowance.

17. REMUNERATION

17.1 Base remuneration for the Maintainer Classification Levels and the Support stream classifications are outlined in the tables below:

Maintainers – Table of Base Remuneration Per Annum

Classification Level	Pay Level 5	Pay Level 6	Pay Level 8	Pay Level 10	Pay Level 11	Pay Level 13
Base Remuneration	\$47,310.02	\$48,348.28	\$50,909.77	\$54,243.82	\$55,782.51	\$59,673.75

17.2 Composition of Total Remuneration

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

17.3 Base Remuneration

Base remuneration for each level of the classification structure is detailed in the table provided at clause 17.1 above taking into account the adjustments provided in clause 13 over time.

17.4 Aggregate Penalties

Aggregate penalties are provided to compensate employees for:

- 17.4.1 working shiftwork and weekends;
- 17.4.2 annual leave loading
- 17.4.3 Aggregate penalties are calculated for a whole forecast Master Roster. Employees rotate through lines on a Master Roster

without altering the APM. Where an employee works under a Master Roster that contains only one line, APM is calculated on the individual's Master Roster.

- 17.4.4 Aggregate penalties are determined by calculating an Aggregate Penalty Multiplier (APM) from the shift and rostering information provided on a forecast Master Roster.

17.5 Application of APM

- 17.5.1 An APM will be calculated on the basis of all the forecast working shown on a Master Roster, in accordance with the provisions contained within CI 17.6 below.
- 17.5.2 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.

17.6 Calculating APM

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

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

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

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

To calculate the APM use the following:

Part A

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

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

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

Part B

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

- 17.6.1 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.

17.7 Aggregate Allowance

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

17.7.2 Aggregate Allowances are calculated as a percentage of the rate \$44,618 which will be adjusted by this and future remuneration increases

- (a) An allowance of 7% will apply to Maintainer classifications.
- (b) There is no aggregate allowance for positions in the Support stream.

17.8 Remote Locality Allowance

Employees based at Alice Springs, Broken Hill and Kalgoorlie will be paid a remote locality allowance as prescribed below;

Below figures are yet to be agreed to by the RTBU, awaiting comment from Depots Delegates.

	Alice Springs	Kalgoorlie	Broken Hill
	Payment Per Fortnight	Payment Per Fortnight	Payment Per Fortnight
Proposed with or without dependents	\$85.54	\$34.62	\$8.83

Such Allowance will be indexed in accordance with the CPI Annually.

17.9 Wage/Salary Payments

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

Where stand alone payments are due (e.g. work on RDOs) these will be made by Electronic Funds Transfer (EFT) on a fortnightly basis in arrears.

17.9.2 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.

17.9.3 Where employment is terminated, the final payout for hours worked will be calculated on the basis of reconciling the completed hours worked with the notional hours paid. Pacific National has the right to deduct any overpayment of monies or to deduct any monies payable as a consequence of any training bond or agreement entered into by the employee, from the employee's final payout.

17.9.4 PN will ensure that Employee's pay dockets will be provided in accordance with the Act.

17.10 Remuneration Increases

The base remuneration outlined in the tables in sub-clauses 17.1 and the rate outlined in sub-clause 17.7.2 will be increased in the following manner:

Operative Date	Percentage Increase
From the beginning of the first payment cycle on or after the date of approval by Fair Work Australia	3%
From the beginning of the first payment cycle on or after 1 July 2010	5%
From the beginning of the first payment cycle on or after 1 July 2011	5%

18. PERFORMANCE INCENTIVE PROGRAM

- 18.1 The parties have agreed to implement a Performance Incentive Program (PIP) which will apply in each of the 2 Years commencing on both 1 July 2010 and 1 July 2011.
- 18.2 The objectives of the PIP are identified as:
- 18.2.1 Sharing with employees the benefits of tangible performance improvement that delivers financial benefits to the organisation;
 - 18.2.2 Targets for employees to be tangible and measurable;
 - 18.2.3 Employees need to have a reasonable level of control over the area of performance being used as a measure;
 - 18.2.4 The targets need to be achievable with the output of reasonable effort by the employees;
 - 18.2.5 The targets need to reflect a level of performance that is an improvement on existing performance.
- 18.3 The target will be a national target that will be the same for Adelaide, Perth, Melbourne, Pt Kembla and Brisbane. Refer to Appendix 1 for an example.
- 18.4 PNQ Townville maintainers will have a separate target to the standard gauge network. Refer Appendix 2.
- 18.5 Targets will be set for each quarter and actual performance compared to target will be measured on a quarterly basis.
- 18.6 Target will be based on completion of wagon PM's, in-consist wheel changes, and wagon modifications which will be measured against wagon reliability failure incidents that occur in linehaul operations within 3 months of a PM being completed. All of these items will be measured on a monthly basis and payment completed on a quarterly basis. Table 1 below defines the measurable components.

Table 1 – Measurable Components

Item No.	Measurable Component	Comments
1.	Wagon PM	Based on equivalent wagon PM's completed by each depot. An equivalent wagon is counted by the number of bogies fitted to a wagon. ie. an RRAY 5 pack skel is equivalent to 3 x standard flat wagon.
2.	In-consist wheel changes	For every 4 wheelsets changed >60 this will count as a PM.
3.	Wagon Modification	For every wagon modification associated with Steel CCSB upgrades and wagon re-railing will count as a PM.
4.	Reliability Incidents (Maintenance related)	When a wagon failure incident occurs in linehaul operations and is within 3 months of a PM being completed and is deemed to be maintenance related fault then it will count as an incident.
5.	Wagon Availability	This is only applicable to PNQ Townsville maintainers.
6.	Wagons requiring PMs at P1, P3 & P5	This is only applicable to PNQ Townsville maintainers

- 18.7 While PM's and Reliability performance are calculated monthly, targets would be set for each quarter and actual performance compared to target on a quarterly basis.
- 18.8 Each depot will post on the noticeboard at the end of each month the performance for the previous 3 months, month by month, which also clearly shows how the depots are performing for the quarter being measured

- 18.9 If at any stage during Year 2, either party has concerns in regards to the target that has been set, the parties will meet to discuss these concerns and if agreed by both parties, the targets for Year 3 may be adjusted.
- 18.10 For any quarter that the target has been met, the employees will be paid as soon as possible but no later than the end of the month immediately following the quarter, an amount being the equivalent of 1% of each employees Applicable Earnings for the previous quarter.
- 18.11 Applicable Earnings is defined as base wages, overtime and APM payments.
- 18.12 In the event that the target has not been met for a quarter, no payment will be made.
- 18.13 In addition to the quarterly payments that may be made, depending on how many quarterly targets have been met in any one year, the base wage rate will be increased as follows at the start of Year 3 and the Year immediately following Year 3:
- 4 quarters achieved in 1 year – 1.00% added to base
 - 3 quarters achieved in 1 year – 0.75% added to base
 - 2 quarters achieved in 1 year – 0.50% added to base
 - 1 quarter achieved in 1 year – 0.25% added to base
 - 0 quarters achieved in 1 year – 0.00% added to base
- 18.14 All employees working directly under the Asset Management Enterprise Agreement will be eligible for participation in this Incentive Program. However the following employees will not be eligible to participate:
- 18.14.1 Employees who have ceased employment with the company prior to the completion of a quarter of performance would not be eligible;
 - 18.14.2 Employees whose employment has been terminated due to disciplinary reasons prior to the payment of any performance incentive payment will not be eligible;
- 18.15 Pacific National is willing to appoint an independent auditor to review the calculations for accuracy at the end of each year at a cost to be shared between Pacific National and the RTBU.

19. STAND DOWN

- 19.1 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.
- 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 days prior to the stand down commencing. However, in circumstances where PN is aware in advance that Employees will be required to be stood down, for example planned maintenance, then PN must give affected Employees at least 14 days notice.
- 19.2 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.

- 19.3 Employees who are stood down under this provision shall be treated for all purposes (other than payment) as having continuity of employment.
- 19.4 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.
- 19.5 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, PN 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.
- 19.6 An employee who is stood down in accordance with this clause may elect to take leave or other time owed by Pacific National.
- 19.7 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.

20. SUPERANNUATION AND SALARY SACRIFICE

- 20.1 For employees who were employed by FreightCorp immediately prior to the commencement of their employment with PN:
- 20.2 PN shall continue to be a participating member of the following funds:
 - 20.2.1 State Authorities Superannuation Scheme;
 - 20.2.2 First State Super;
 - 20.2.3 State Superannuation Scheme; or
 - 20.2.4 State Authorities Non Compulsory Superannuation Scheme.
- 20.3 For all other employees, PN will continue to be a participating member of the Australian Super (previously known as Superannuation Trust of Australia (STA)). PN will provide superannuation benefits as required by law by making payments to the AustralianSuper or to another complying fund nominated by the employee.
- 20.4 Salary sacrifice is available for Employee contributions if the Employee so chooses, subject to the rules of the relevant fund and applicable legislation and also for the sacrifice of salary continuance insurance.

21. UNIFORMS

- 21.1 Pacific National will provide employees with uniforms and, where required, protective clothing or equipment.
- 21.2 Pacific National will replace uniforms, protective clothing and equipment on a "fair wear and tear" basis.
- 21.3 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 40 of this Agreement.

22. DISCIPLINARY PROCEDURES

- 22.1 Disciplinary measures are implemented within the context of an overall performance management approach. Employees will at all times be accorded procedural fairness and if the Employee so chooses, a representative which may include a union.
- 22.2 Before implementing disciplinary measures, PN will;
- 22.3 Gather and analyse any material relevant to the performance issue subject to the disciplinary measures and give the employee a copy;
- 22.4 Advise the employee of the allegation(s) of inappropriate performance or behaviour in writing; and
 - 22.4.1 Provide the employee with an opportunity to respond to any allegation(s).

- 22.5 During the investigation described above, PN may stand the Employee down, with pay, during part or all of the investigation
- 22.6 In implementing disciplinary action, PN may:
- 22.6.1 Issue a verbal or written caution, warning or reprimand; or,
 - 22.6.2 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.; or,
 - 22.6.3 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,
 - 22.6.4 Dismiss an employee.
 - 22.6.5 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 41 of this Agreement.

23. TERMINATION OF EMPLOYMENT

- 23.1 An employee's employment (other than a casual) will be terminated 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

- 23.2 For employees over 45, the notice period specified in clause 23.1 above will be increased by 1 week.
- 23.3 In circumstances where the Employee terminates their employment, the Employee's obligations with respect to notice shall be as set out above at 23.1.
- 23.4 If Pacific National so chooses, the Employee shall receive a payment in lieu of working the notice period.
- 23.5 Notwithstanding clauses 23.1 and 23.2 above, Pacific National has the right to terminate an employee's employment without notice if the employee is guilty of serious misconduct.
- 23.6 A casual employee may be terminated with the provision of one (1) day's notice.

24. ABANDONMENT OF EMPLOYMENT

- 24.1 Where an employee is absent from duty for more than 5 days this shall be considered prima facie an abandonment of employment.
- 24.2 However prior to PN confirming the termination, PN must write to the Employee, at the last know 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.
- 24.3 If no response is received, PN shall confirm the termination.

25. REDUNDANCY

- 25.1 A redundancy occurs in a circumstance where Pacific National decides that it no longer requires the position that an employee has been doing to be done by anyone and there is no suitable alternative position for the employee. A redundancy is not triggered by the ordinary and customary turnover of labour..
- 25.2 For the purpose of Clause 25.1 a suitable alternative position which includes, but not limited to, the following:
- 25.2.1 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
 - 25.2.2 attracts the same or no less favourable terms and conditions of employment overall.
- 25.3 Without limiting the terms of Clause 25.2 above, a suitable alternative position may be a position:
- 25.3.1 Elsewhere within Pacific National's operations; or,
 - 25.3.2 With another related entity to Pacific National; or,
 - 25.3.3 With an unrelated entity in circumstance where Pacific National has sold all or part of its business..
- 25.4 Where Pacific National decides that it no longer requires the position an employee has been doing to be done by anyone, Pacific National:
- 25.4.1 Shall undertake consultation, as outlined in Clause 40 of this Agreement;
 - 25.4.2 Shall explore opportunities for suitable alternative employment;
 - 25.4.3 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.
- 25.5 Subject to clause 25.3, 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.
- 25.6 Selection for redundancies shall be made having regard to the following criteria:
- 25.6.1 Pacific National's needs for competencies;
 - 25.6.2 Employee qualifications;
 - 25.6.3 Employee past work performance and experience;
 - 25.6.4 An employee's suitability for Pacific National's future needs; and
 - 25.6.5 Any expressions of interest for voluntary redundancy.
- 25.7 Severance payments are payable upon termination on account of redundancy and are in addition to:
- 25.7.1 Notice or payment in lieu of notice; and
 - 25.7.2 Payment for any accrued but untaken leave or days in lieu which are payable on termination.
 - 25.7.3 Severance payments shall be calculated:
- 25.8 On the employee's Base Rate at the time of termination;
- 25.8.1 Shall be paid on a pro rata basis for part years of service. Pro rata shall be calculated to the day.
- 25.9 The rate of payment is four week's pay per year of service up to a maximum of eighty

weeks, calculated on the Base Rate. To avoid doubt, an employee's prior service includes any previous continuous service with FreightCorp or National Rail Corporation. With respect to previous continuous service with FreightCorp, this includes prior continuous service with NSW Government Agencies.

- 25.10 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 43 to a maximum of \$30,000.00 provided however that the cost of relocation shall be no more than 75% of the cost of the redundancy.

26. ANNUAL LEAVE

- 26.1 Employees are entitled to Annual Leave in accordance with the Act and as set out below.
- 26.2 A Dayworker shall receive 4 weeks annual leave being the equivalent to 152 hours;
- 26.3 Shiftworkers shall receive 5 weeks annual leave being the equivalent to 190 hour.
- 26.4 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.
- 26.5 Annual leave loading is included in the Aggregate Penalties payment.
- 26.6 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 PN.
- 26.7 For all Employees, when annual leave is taken in fewer than 1 week blocks, it will be deducted from the employee's accrual at 7.6 hours for each day of leave taken. Otherwise all annual leave will be deducted, from the employees accrual of annual leave, at 38 hours per 7 day block.
- 26.8 Where a public holiday falls during a period of annual leave, PN will credit the employee with an additional day of annual leave.
- 26.9 Leave should be taken in the year following its accrual. For this to happen, PN will develop rosters, in consultation with affected Employees. Employees must take leave in accordance with leave rosters.
- 26.10 Employees may, subject to approval by PN, 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 PN. Subject to these conditions, PN will not unreasonably withhold approval.
- 26.11 Where an employee believes that special circumstances exist, they may apply to their manager to defer the taking of their annual leave for up to twelve months. Applications to defer annual leave should be made prior to the posting of the annual leave roster and approval by PN is subject to the operational needs of the business.
- 26.12 Payment of accrued leave, including upon termination, will be made at the Total Remuneration rate.
- 26.13 The parties acknowledge that if, in a particular respect, the Act provides a more favourable outcome for employees than the entitlements in this clause, then The Act prevails.
- 26.14 **Cashing Out of Annual Leave**
- 26.14.1 Employees may, with the agreement of PN, cash out accrued annual leave as follows:
- 26.14.1.1 Each request made by an Employee must be agreed to in writing by PN; and,
- 26.14.1.2 An Employee may only cash out accrued annual leave in excess of the equivalent of one (1) years entitlement. That is, after cashing out, an Employee must have no fewer than the equivalent of one (1) years entitlement of accrued annual leave.

- 26.14.1.3 The Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee had foregone.

27. PUBLIC HOLIDAYS

- 27.1 Due to the nature of the work performed by PN, 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.
- 27.2 All employees shall be entitled to the following public holidays without loss of pay:
- 27.2.1 New Year's Day; Good Friday; Easter Monday; Christmas Day; Boxing Day; Australia Day; Anzac Day; Queen's Birthday, Eight Hours' Day (Labour Day) and:
- 27.2.2 Excepting Shiftworkers who shall also be entitled to, on the same basis as above, Easter Saturday; and,
- 27.2.3 Any other days prescribed by the relevant State or Territory eg, 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.
- 27.3 Provisions for Dayworkers
- 27.3.1 Substitution
- 27.3.1.1 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.
- 27.3.1.2 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.
- 27.3.1.3 Where 31 December (NSW Only) falls on a Saturday or Sunday, then the previous Friday shall be substituted as the public holiday.
- 27.3.2 Payment for Working on a Public Holiday
- 27.3.2.1 Where a Dayworker is rostered to work on a public holiday and actually works on the public holiday, they shall receive their Base Rate plus an additional payment at the rate of 150% of their normal base hourly rate for all hours worked on the public holiday; or
- 27.3.2.2 A day off in lieu (DIL), where approved by PN, plus an additional payment of 50% of the Employee's Base Remuneration for all hours worked on the public holiday. Any DIL not take by 30 June each year shall be paid out at the Base Remuneration.
- 27.3.2.3 Where a Dayworker is not rostered to work on a public holiday but is required to work by PN, all hours worked will stand alone and will be paid at normal overtime rates, as prescribed in this Agreement.
- 27.4.3 Where a Rostered Day Off (RDO) falls on a Public Holiday:
- The employee shall, at their discretion, elect to receive either
- (i) an additional payment of seven point six (7.6) jours pay at ordinary rates: or
- (ii) A day off in lieu (DIL). Where specially approved by Pacific National, a DIL will be provided (subject to operational requirements). Any DIL that is not cleared by 30th June each year will be paid out at Aggregate Remuneration.
- (iii) Where a Dayworker is not rostered to work on a public holiday

but is required to work by Pacific National, in addition to 27.4.3(i) or 27.4.3(ii), all hours worked will be paid at normal overtime rates, as prescribed in this Agreement.

27.4.4 Provisions for Shiftworkers:

- 27.4.4.1 Shiftworkers have compensation included in their annual cycle of hours, ie. 1976 hours for the public holidays set out in sub clause 27.2.

27.4.5 Substitution:

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

27.4.6 Payment for Working on a Public Holiday:

- 27.4.6.1 Where a Shiftworker is rostered to work on a public holiday and actually works, they shall receive their normal pay plus an additional payment at the rate of 150% of their Base Rate for all hours worked on the public holiday, or
- 27.4.6.2 A day off in lieu (DIL), where approved by PN, plus an additional payment of 50% of the Employee's Base Remuneration for all hours worked on the public holiday. Any DIL not taken by 30 June each year shall be paid out at the Base Remuneration.

27.4.7 Where a Rostered Day Off (RDO) falls on a Public Holiday:

The employee shall, at their discretion, elect to receive either

- (i) An additional payment of seven point six (7.6) hours pay at ordinary rates: or
 - (ii) A day off in lieu (DIL). Where specifically approved by Pacific National, a DIL will be provided (subject to operational requirements). Any DIL that is not cleared by 30 June each year will be paid out at Aggregate Remuneration.
 - (iii) Where a Shiftworker is not rostered to work on a public holiday but is required to work by Pacific National, in addition to 27.4.7(i) or 27.4.7(ii), all hours worked will be paid at overtime rates, as prescribed in this Agreement.
- 27.4.7.4 Where a public holiday falls during a period of annual leave and/or LSL, PN will provide the employee with an additional day of leave.

28. LONG SERVICE LEAVE

- 28.1 Subject to clause 28.9 or 28.10 below, employees will be entitled to four hundred and fifty-six (456) hours, equivalent to twelve (12) weeks of paid long service leave, following a period of ten (10) years continuous employment
- 28.2 Subject to clause 28.9 or 28.10 below, for each year of additional service above ten years, long service leave will accrue at the rate of fifty (50) hours of leave per year of service thereafter.
- 28.3 In states where the relevant legislation concerning Long Service Leave so allows, an employee may elect to receive a cash payment in-lieu of taking long service leave,

subject to a written agreement being made to this effect between Pacific National and the employee. The cashing out of long service leave is subject to the employee retaining a bank of at least one hundred and fifty-two (152) hours long service leave to be taken for recreational purposes.

- 28.4 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 28.1 and/or 28.11 or 28.12 any pro rata LSL accrued for such service will be paid out. If the termination is for misconduct or disciplinary reason, no payment shall be made.
- 28.5 Employees will apply for long service leave and Pacific National will roster the approved long service leave on the basis of the number of calendar days to be taken. Applications to take long service leave must be made at least one (1) months prior to the expected commencement date for approval by the relevant manager. The employee will be advised at least two (2) weeks prior to the applied commencement date. Subject to mutual agreement between an employee and their manager, this period of notice may be reduced.
- 28.6 Pacific National will not unreasonably withhold approval of long service leave. Where more than one application to take long service leave is received at a location for the same time period, consideration and approval will be treated on a "first in first served" basis, where operational difficulties do not provide for all employees to take leave at the same time.
- 28.7 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 Leave.
- 28.8 Long service leave will be paid at the Base Rate.

Special provisions for some former National Rail employees

- 28.9 This provision relates to employees who were employed by PN (ACT) Ltd at 25 February 2004. For these employees the long service leave outlined in 28.1 and clause 28.2 will be paid at the Total Remuneration.

Special provisions some former FreightCorp employees

- 28.10 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 PN. These employees have the following entitlement to long service leave in place of the provisions outlined in clause 28.1 and clause 28.2, above:
- (i) Two calendar months of paid leave after ten (10) years service;
 - (ii) Fifteen (15) calendar days leave for each additional year of service beyond ten (10) years;
 - (iii) All book-off days and weekends are considered part of the leave and are not paid separately.
 - (iv) Long Service Leave for these employees is paid at the Base Rate.

29. PERSONAL / CARERS LEAVE

- 29.1 The paid Personal / Carer's leave entitlement for a permanent full-time employee is one hundred and fourteen (114) hours per annum, which is equivalent to fifteen (15) days at 7.6 hours per day and shall accrue at the rate of 9.5 hours per month. Any untaken leave will accumulate from year to year, without limit.
- 29.2 Part-time employees will receive a pro-rata allocation of Personal / Carer's leave.
- 29.3 Employees are required to provide a medical certificate or statutory declaration in circumstance where it is not practicable to obtain a medical certificate when Personal/Carer's leave:
- 29.3.1 Exceeds three (3) working days for all Employees other than those Employees who were previously covered by the Pacific

National Northern Coal Union Collective Agreement 2006 who shall be required to produce a medical certificate or statutory declaration after two (2) working days ; or

- 29.3.2 If a PN manager doubts whether an Employee's previous absences from work are due to genuine illness or injury, the Employee may be required to provide medical certificates for every personal/carer's leave absence within a defined period of up to twelve (12) months.
- 29.4 Except for clauses 29.1 to 29.3 above, the operation of personal/carer's leave will be in accordance with the provisions of The Act. This includes, but is not limited to, provisions of The Act regarding:
 - 29.4.1 The method or manner required for taking personal/carer's leave; and
 - 29.4.2 The provision of documentary evidence regarding personal/carer's leave.
- 29.5 All payments for Personal / Carers leave will be based on the following:
 - 29.5.1 Total Remuneration for up to one hundred and fourteen (114) hours per annum;
 - 29.5.2 Total Remuneration for continuous blocks of leave of seventy six (76) hours or more.
 - 29.5.3 Base Remuneration for hours in excess of 76 hours per annum.
- 29.6 Each shift in respect of which Personal / Carer's leave has been approved will be deducted on the following basis:
 - 29.6.1 For Shiftworkers, each shift in respect of which Personal / Carer's leave has been approved will be deducted from the hours of work cycle at the rate of 7.6 hours per shift or rostered hours, in which case the rostered hours will be deducted from the employee's personal carer's leave accrual. The employee concerned will advise his/her supervisor at the time of taking the leave as to which option shall be applied.
- 29.7 If:
 - 29.7.1 An employee has taken personal leave on the basis of an illness or injury; and
 - 29.7.2 It is considered necessary by PN 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.
- 29.8 If an employee becomes ill while on annual or long service leave, Personal / Carer's leave may be approved and long service leave re-credited in the following circumstances:
 - 29.9.1 Where the illness extends more than seven calendar days; and
 - 29.9.2 The employee has contacted their manager / supervisor within three (3) days of becoming sick and;
 - 29.9.3 The illness is supported by a medical certificate.

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

30. MEDICAL RETIREMENT

- 30.1 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 shall submit a claim for disability retirement to the relevant superannuation fund immediately upon becoming eligible to submit such a claim.
- 30.2 Where medical retirement is progressed, the Employee is to utilise all of the Employee's accumulated Personal/Carer's sick leave prior to a medical retirement taking effect. Personal / Carer's leave does not accrue from the date the medical retirement is approved. This provision does not apply to an employee on worker's compensation as they are not entitled to take accumulated personal / carer's leave before medical retirement.

31. SICK LEAVE PENDING WORKER'S COMPENSATION

- 31.1 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.

32. UNPAID CARER'S LEAVE

- 32.1 The entitlement to Unpaid Carer's Leave will be in accordance with The Act.
- 32.2 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:
 - 32.2.1 A personal illness, or injury, of the member; or
 - 32.2.2 An unexpected emergency affecting the member.
- 32.3 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 PN.
- 32.4 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.
- 32.5 Notice of the taking of unpaid carer's leave is expected to be given to PN prior to the commencement of the Employee's shift, but where this is not possible, as early as is reasonably practicable to do so.
- 32.6 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:
 - 32.6.1 A personal illness, or injury of the member; or
 - 32.6.2 An unexpected emergency affecting the member.

33. TRAUMA LEAVE

- 33.1 Where an Employee is directly involved in a fatal or serious accident or event defined as a "critical incident" and the employee is not themselves physically injured in the accident or event, they will be provided with a minimum of two (2) days paid trauma leave. Additional days will be determined by a qualified medical practitioner after attending a compulsory medical or other counselling. The employee will be given a choice of approved practitioners and /or counsellors. Trauma leave will be paid at Total Remuneration.

34. COMPASSIONATE LEAVE

- 34.1 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.
- 34.2 Notwithstanding the provisions of clause 34.1 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, grandparent or grandchild of either the employee or their spouse and brothers and sister of either the employee or their spouse.
- 34.3 Compassionate leave shall be paid at the Total Remuneration.

35. PARENTAL LEAVE

- 35.1 The following Parental Leave is provided to employees who have at least twelve (12) months continuous service:
- 35.1.1 Maternity leave: A maximum of fifty-two (52) weeks leave made up of six (6) weeks paid leave and forty-six (46) weeks unpaid leave;
- 35.1.3 Paternity leave: A maximum of fifty-two (52) weeks leave made up of one (1) week paid leave and fifty-one (51) weeks unpaid leave.
- 35.2 An Employee who resumes duty following maternity leave will be eligible for a special payment of up to two hundred and ten (210) hours pay at Base Remuneration. This payment will be paid in fortnightly instalments of nineteen (19) hours for each full fortnight worked on resumption from maternity leave.
- 35.3 Employees are entitled to Parental Leave in accordance with the relevant provisions of The Act which, for the avoidance of doubt, includes Adoption Leave.
- 35.4 Where paid forms of leave, i.e annual leave, long service leave, are taken in conjunction with Parental Leave, the total duration of leave can not exceed fifty two (52) weeks.
- 35.5 Paid Parental leave referred to in Cl 35.1 shall be paid at the base rate.

36. LEAVE WITHOUT PAY

- 36.1 PN 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.

37. JURY SERVICE

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

38. SPECIAL LEAVE

- 38.1 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.

- 38.2 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. PN will not unreasonably withhold such approval.
- 38.3 PN will provide unpaid leave for defence force reservists in accordance with the requirements set out in the Defence Reserve Service (Protection) Act 2001.
- 38.4 Special leave is paid at the Base Rate.

39. HOME BASE AND SIGN-ON / SIGN-OFF

- 39.1 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.
- 39.2 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 OEA shall be that depot, terminal or office where they generally commence and finish work.
- 39.3 Sign on and sign off points within a home base may be varied following consultation with the affected employees.
- 39.4 **Sign-on/sign-off points**

(a) Each sign-on/sign-off point must contain the following:

- (i) Secure car parking;
- (ii) 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;
- (iii) Communications such as telephones or radios or emails;
- (iv) Operational documentation;
- (v) Provision for the transport of any safety or maintenance equipment; and
- (vi) Notice Board.

39.5 Payment for excess travelling time

- (a) 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 base remuneration of pay in blocks of ten (10) minutes (eg, 18 minutes paid at 20 minutes).

39.6 Payment for use of employees own motor vehicle

- (a) Where an employee uses his/her own vehicle to travel to another sign on/sign off point, the employee shall be reimbursed for additional expense associated with any extra distance from the employee's usual residence to their usual home base (eg. 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.
- (b) For other travel, i.e. public transport, the additional costs which are reasonably incurred shall be reimbursed, however pre-approval is to be obtained before the use of Taxis as other travel.

- (c) 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.
- (d) 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.
- (e) This clause shall not apply to relief points.
- (f) Roster officers will apply their best endeavours to minimise the impact of employees' entitlement to intervals between shifts where excess travelling time is a factor. Excess travelling time, as described in Clause 39.5(a) above, shall be included in an employees fatigue scoring.

40. CONSULTATION AND CHANGE

- 40.1 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 PN's operations.
- 40.2 Levels of manning, equipment and methods of operation may be varied from time to time by PN 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.
- 40.3 PN having made a definite decision that it intends to proceed with any significant change shall issue a notification, in writing, advising:
 - (i) The affected Employees, or their representatives and their Union;
 - (ii) The nature of the change;
 - (iii) The reason for it;
 - (iv) The timing of it; and,
 - (v) Any other relevant information.
- 40.4 PN shall allow the employee, their representative and the Union, an opportunity to express their view or concerns. PN 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 44 of this Agreement.
- 40.5 PN 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
- 40.6 This consultative process must be completed within a period of 14 days from the date of notification by PN as set out in clause 40.3 above, subject to the provisions of 40.4 being complied with. Failure to comply with the provisions of 40.4 will delay and or extend the 14 day period accordingly.
- 40.7 Should PN fail to provide the notification as required in clause 40.3 above PN 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 40.4 has been complied with.
- 40.8 Further, where PN has failed to engage in any consultation what so ever with the affected Employees, their representative or their Union, may issue PN, 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 Attachment 3 of this Agreement. Upon receiving such notice of dispute PN will not implement the change and or cease the change should it have been already implemented.

- 40.9 It is agreed between the Parties that after the above notification and consultation process has satisfactorily taken place, PN, may implement change after a further fourteen (14) days.

Significant Change

- 40.10 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

- 42.11 Notwithstanding the above, once the notification has been provided or consultation has commenced in accordance with this clause, either party may notify FWA of a dispute, in accordance with Clause 43, with respect of the proposed change. In such circumstances, Clause 43.2.1 to 43.2.4 need not be followed.

Right to Arbitration

- 40.12 Either party shall have the right to have FWA arbitrate a dispute arising under this clause in circumstance where a party has failed to follow the notification and or the consultation process outlined in clause 40.3 and 40.4 above.
- 40.13 The Employees with their representatives shall have a further right to arbitrate a dispute where PN have introduced the change and the provisions of clause 40.8 have been enacted.

41. RESOLUTION OF DISPUTES

- 41.1 Employees may be represented at any stage of the Resolution of Disputes process by a representative of their choosing which representative may include a union.
- 41.2 Where a dispute or grievance arises between PN and its Employees in relation to the application of this Agreement or other workplace change, the following will occur:
- 41.2.1 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 Attachment 3 of this Agreement.
- 41.2.2 Where the person or their representative who lodges the dispute / grievance elects to commence the dispute settling process with this step, the employee(s) who is (are) affected by the decision will discuss the matter with their Local Manager. This may be appropriate, even where the Local Manager was not the PN manager who made the decision which is subject of the dispute notice.
- 41.2.3 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.
- 41.2.4 If the dispute / grievance remains unresolved, it may be referred to the General Manager or their nominee and if the employee(s) affected so request, a Union representative for discussion.
- 41.2.5 This discussion must be concluded within 48 hours.
- 41.2.6 If the dispute / grievance remains unresolved, it may be referred to the Group General Manager of the relevant business unit and if the employees(s) affected so request, a representative, which may include a union. Where an employee chooses a union to represent them, the relevant State Secretary or National

Secretary (or their nominee) may choose to be involved in these discussions.

41.2.7 These discussions must be completed within 48 hours.

41.2.8 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.

41.2.9 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 FWA for the purpose of conciliation of the dispute. The conciliation must occur as soon as reasonably practicable.

41.2.10 Where a dispute / grievance is escalated to the point of involvement of either an independent mediator or the FWA in conciliation, the parties acknowledge the significance of this point being reached. Therefore, any recommendation made by the independent mediator or FWA in an attempt to assist the parties to resolve the dispute / grievance will be treated as highly influential.

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

41.2.12 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.

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

42. REPRESENTATIVES

42.1 PN recognises workplace delegates who are authorised by the Union and will permit such delegates to perform their role without discrimination. This clause is subject to the delegates concerned continuing to act in accordance with their contract of employment and the terms and conditions of this Agreement.

42.2 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.

42.3 Pacific National will allow workplace delegates reasonable access to telephone, facsimile, photocopying and email services, where available and provided, for the purpose of carrying out their role. The use of resources by a workplace delegates will be subject to the delegate complying with the prevailing company policy provisions (which shall not impose unreasonable restriction on the operation of this sub clause) and the specific directions of the site manager.

42.4 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.

42.5 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.

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

42.7 To be eligible for special paid leave, the employee:

42.7.1 Is required to apply for leave at least four (4) weeks prior to the meeting;

42.7.2 Is required to provide documentary evidence, signed by the appropriate

authorized Officer of the Union, that they are an elected delegate of the Union and are required by the Union to attend the meeting. This documentation must also include the duration of the meeting.

43. TRANSFER OF EXISTING EMPLOYEES

- 43.1 PN proposals that may require an employee to relocate will be subject to the consultative provisions outlined in Clause 40 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.
- 43.2 Where a transfer instigated by PN requires the employee to relocate their residence, PN will meet reasonable relocation expenses.
- 43.3 Based on individual circumstances, the following expenses will be met:
 - 43.3.1 Housing expenses
 - 43.3.1.1 Costs associated with selling a residence at the "old" location, including Agent's commission, legal expenses, stamp duty and Bank charges.
 - 43.3.1.2 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).
 - 43.3.2 Removal expenses, including removalist's fees, insurance charges and temporary storage (up to twelve months).
 - 43.3.3 Travel expenses, including:
 - 43.3.3.1 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
 - 43.3.3.2 Actual travel costs, to the limit of economy class airfares for the employee and family during the actual relocation.
 - 43.3.4 Resettlement Allowance
 - 43.3.4.1 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:
 - 43.3.4.2 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
 - 43.3.4.3 Employees without dependants will be reimbursed up to the value of three weeks pay, calculated on their base remuneration.
- 43.4 Employees who transfer at their own request will meet all costs associated with any relocation

44. TEMPORARY TRANSFER

- 44.1 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.
- 44.2 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.

- 44.3 PN 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.
- 44.4 Reimbursement for use of private motor vehicle will be in accordance with the relevant PN policy. When temporarily transferred, the Employee has the option of an expense allowance or reimbursement of reasonable expenses associated with temporary location transfer. Such reimbursement or allowance will be in accordance with the relevant PN policy. Employees may elect to receive the allowance in advance upon request.
- 44.5 Employees who are temporarily transferred to a location which does not permit them to return to their home base daily shall be paid expenses at the rate of \$168.53 for each full day away from their Home Base. The payment of expenses is on the following basis:
- 44.5.1 This daily rate is made up of \$20.06 for each breakfast and each lunch, \$25.20 for each dinner and \$103.21 for each bed.
- 44.5.2 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:

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

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

- 44.5.3 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.
- 44.5.4 Where the actual cost of accommodation and / or meals are greater than those outlined above employees will be reimbursed the difference, subject to the production of receipts which are reasonable in the circumstances. Where Pacific National provides any meals and /or accommodation, the relevant component(s) of the expenses shall not be payable.
- 44.5.5 Employees shall have the option of accepting accommodation arranged by Pacific National or arranging their own accommodation. Where accommodation is arranged by Pacific National, such accommodation shall be of no less than three star rating.
- 44.5.6 Where Train Crew employees have been temporarily transferred and would be entitled to meal allowances under this clause and the barracks meal allowance set out in Attachment 1, such employees will only be entitled to the barracks meal allowance set out in Attachment 1.

45. MEDICAL ASSESSMENTS

- 45.1 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).
- 45.2 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.
- 45.3 If further tests are required following the Determination, Pacific National will only be liable to cover the costs of such tests where it is identified that there was no basis for this referral – i.e., there is no apparent underlying condition that should have prompted such referral.
- 45.4 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.
- 45.5 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.
- 45.6 The above provisions do not exclude any obligations arising under the applicable Worker's Compensation legislation.
- 45.7 Payment for Pathology Blood Testing
- 45.7.1 Where an employee is required to participate in a pathology blood test prior to their medical assessment, this may occur during normal rostered hours or in their own time.
- 45.7.2 If the blood test is to take place during rostered hours, the employee shall be given sufficient notice to enable them to fast before the commencement of their shift. Following conduct of the test the employee will be allowed a 20 minute break on return to work before resuming normal employment. There will not be an entitlement to any additional payment and the hours/time taken to participate in the test shall be included within the rostered shift limit.
- 45.7.3 Where an employee is required to take the blood test outside of their normal rostered time, the employee shall be entitled to a \$65 allowance and have two hours credited to their Duty Cycle Hours.
- 45.7.4 Employees who are required to attend medical assessments shall be advised at least eight (8) weeks in advance of the date of their medical assessment. Employees shall also be advised at the time they must have their blood test done no more than four weeks prior to the medical assessment. If this notice is not given, the employee shall be paid an additional allowance of \$65.

46. SALARY MAINTENANCE

46.1 Existing Employees on Salary Maintenance

- 46.1.1 Pacific National employees who were on salary maintenance pursuant to clause 43 of the *Pacific National Enterprise Agreement 2004* will continue to receive salary maintenance on the same grounds as was provided in that clause indefinitely.
- 46.1.2 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.
- 46.2 **Employees who Start Salary Maintenance During this Agreement.**
 - 46.2.1 **Employees engaged prior to 25th January 2007:**
 - 46.2.1.1 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:
 - 46.2.1.1.1 The employee will retain the classification they held at the date of lodgement of this Agreement and receive the pay increases applicable under this Agreement.
 - 46.2.1.1.2 If the employee is promoted during the life of this Agreement, they will be salary maintained on their Total Remuneration for a period of 12 months (and receive the annual remuneration increases prescribed in Clause 20.10 before reverting to being salary maintained at the level in 46.2.1.1.1 above.
 - 46.2.2 **New Employees engaged after 25th January 2007:**
 - 46.2.2.1 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:
 - 46.2.2.1.1 The employee will receive the Total Remuneration applicable to their former position for a period of twelve months (and receive the increases prescribed in Clause 20.10 during this period.
 - 46.2.2.1.2 At the conclusion of the twelve month period, the employee will revert to and be paid the applicable Total Remuneration for the position they are actually occupying.
- 46.3 **Reasonable Alternative Offers**
 - 46.3.1 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.
 - 46.3.2 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.
- 47. **WORKPLACE RELATIONS TRAINING**
 - 47.1 Workplace relations training is specifically targeted at maintaining harmonious workplace relations between PN and its Employees.
 - 47.2 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.

- 47.3 PN will allow a maximum of 2000 hours in total per year for such training. For the avoidance of doubt, the reference to 2000 hours is not for each PN business but rather the total across all PN businesses.

48. INDIVIDUAL FLEXIBILITY ARRANGEMENT

- 48.1 Notwithstanding any of the other provisions in this Agreement, PN and an individual Employee may agree to vary the application of terms of this Agreement to meet the genuine individual needs of PN and the individual Employee. The terms of the Agreement PN and the individual Employee may agree to vary are those concerning:
- 48.1.1 Arrangements for when work is performed;
 - 48.1.2 Overtime rates; and
 - 48.1.3 Penalty rates.
- 48.2 PN and the individual Employee must have genuinely made the agreement under Clause 48 without coercion or duress.
- 48.3 The agreement between PN and the individual Employee under Clause 48 must result in the Employee being better off overall than the Employee would have been if no individual flexibility agreement had been agreed to.
- 48.4 The agreement between PN and the individual Employee pursuant to Clause 48 must also:
- 48.4.1 Be in writing, name the parties to the agreement, be signed by PN and the individual Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;
 - 48.4.2 State the date the agreement commences to operate;
 - 48.4.3 State each term of this Agreement that PN and the Employee have agreed to vary;
 - 48.4.4 Detail how this Agreement has been varied; and,
 - 48.4.5 Detail how the arrangement meets the Better Off Overall Test (BOOT).
- 48.5 PN must give the individual Employee a copy of the agreement within 14 days.
- 48.6 Except as provided in Clause 48, the agreement must not require the approval or consent of a person other than PN and the individual Employee.
- 48.7 Any agreement made pursuant to Clause 48 may be terminated:
- 48.7.1 By PN or the individual Employee by giving four weeks' notice of termination, in writing, to the other party; or
 - 48.7.2 At any time, by written agreement between PN and the individual Employee.
- 48.8 The right to make an agreement pursuant to this Clause 48 is in addition to, and is not intended to otherwise affect, any provision for an agreement between PN and an individual Employee contained in any other term of this Agreement.

49. INTERNAL TRANSFER OF WORK

- 49.1 The Parties acknowledge that a "transfer of work" as described with in the Act is not dealt with under this clause.
- 49.2 The Parties acknowledge that PN 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 PN 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 FWA.

DECLARATION AND SIGNATORIES

This Enterprise Agreement has been developed through extensive consultation.

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

This Agreement was made at Sydney on this the _____ day of _____ 2010

Signed for and on behalf of
PACIFIC NATIONAL

In the presence of

Rod Finney
(name)
[Signature]
(signature)

GRAHAM TFOLOGOOS
(Witness name)
[Signature]
Witness signature

of the following address

164 FULLERTON RD
DULWICH SA 5065

Being an authorised signatory for Pacific National

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

in the presence of

ALLAN BARDEN
(name)
[Signature]
(signature)

KATHRYN PRESDEE
(Witness name)
[Signature]
Witness signature

of the following address

83-89 RENWICK ST
REDFERN N.S.W 2016

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

Attachment 1 – Rostering Guidelines – Maintainers & Support Streams

ROSTERS

1. Consultation

- (a) Employees may elect to form a rostering committee. Where formed, Pacific National will consult with the committee as part of the consultative process. Where no rostering committee is formed, consultation will occur in accordance with the provisions outlined in Clause 40 of this Agreement.
- (b) Pacific National, in consultation with the local rostering committee (where formed), will develop and modify rosters consistent with operational requirements.

1.1 Roster Development

- (c) The Master Roster shall be exhibited primarily for the purpose of indicating all rostered days off (RDOs) and all known work.
- (d) Where a change to a Master Roster is proposed, consultation, as outlined in Clause 40 of this Agreement, will commence in accordance with that clause. Following consultation, the final Master Roster is to be posted at least fourteen (14) days in advance of its implementation.
- (e) The Master Roster will include sign-on and sign-off times.
- (f) Changes to a Master Roster will be made mindful of balancing the business demands and the needs of employees. The number of changes to Master Rosters, where such a change impacts on an RDO, shall not exceed four (4) per annum, unless by agreement at each affected worksite.
- (e) Where a variation to the Master Roster is proposed which does not impact on a RDO, but is only;
 - (i) A variation to existing rostered working; or
 - (ii) The placement of additional RDOs;then such change will not constitute one of the four Master Roster changes.

1.2 Rosters should be arranged to provide the maximum number of complete weekends rostered off duty. Employees will not be required to work more than three (3) weekends in a row.

1.3 There may be more than one roster developed at a location for a similar or the same position.

1.4 Rosters in place at the time of certification of this Agreement will only be changed or varied in accordance with the roster consultation process provided for in this Agreement.

1.5 The commencement time of a shift of ordinary hours will be as per the posted Master Roster or Working Roster.

2. Shift Lengths

2.1 The maximum rostered shift length shall be twelve (12) hours.

2.2 The rostering and management of 12 hour shifts is to be limited to no more than four consecutive 12 hour shifts in any seven (7) day period.

- (a) It would be normal to roster to a minimum of eight (8) hours in the Master Roster. However, subject to specific business needs and

operational requirements, shifts of a minimum of four (4) hours may be utilised.

- 2.3** No employee shall be rostered to work more than seven (7) consecutive shifts without a day off.
-

3. Interval Between Shifts

- 3.1** The minimum interval between shifts shall be eleven (11) hours off duty between ordinary shifts. This may be reduced to eight (8) hours through consultation and agreement with employees.
- 3.2** Where maintenance employees are working in an emergency situation, i.e. derailment recovery, rerailing 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.
- 3.3** Shift cycles will be designed to ensure the maximum number of similar shifts, eg. afternoon shifts, before a change to a different shift pattern, eg. night shift. A minimum interval of twenty four (24) hours off duty shall apply when changing shift patterns.
-

4. Working Roster Changes

- 4.1** Where the Working Roster is developed, a period of seven (7) days notice of the introduction of such rosters shall occur.
- 4.2** Where a Working Roster is adjusted such that an employee is required to change from one shift to another, a period of twenty four (24) hours notice will apply, unless an RDO is affected where seven (7) days notice will apply, unless the employee agrees to a shorter period or it is a mutual shift exchange. The twenty-four (24) hour notice provision will only be used to cover circumstances such as, absenteeism or exceptional operational requirements.
- 4.3** Subject to relevant OH&S, fatigue management and operational issues, employees may mutually exchange shifts (including duty free periods), with the approval of the relevant manager or rostering staff. Pacific National will not unreasonably withhold approval where such requests are cost neutral.

Maximum Hours of Duty – Emergencies, Major Equipment Failure

- 4.4** 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.
-

5. Roster Suspension

- 5.1** 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.
- 5.2** 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.
- 5.3** 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.
-

6. Call out - For Maintenance and/or Service Restoration, (i.e. Derailment Recovery, Rerailing, etc) Activities

- 6.1** 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.
- 6.2** Where employees are called out, they shall be paid a penalty at double time, applied to their base rate, for the duration of the call out task. When the employee returns to his home depot within the employee's normal rostered, the employee will be paid at Ordinary Remuneration for the remainder of the rostered shift.
- 6.3** Where the callout task extends beyond one shift, the interval between shifts will be as per clause 3. 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.
- 6.4** A minimum payment of four (4) hours at overtime rates will be made in respect to any call out.
-

7. On Call provisions

- 7.1** Should PN 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.
- 7.2** Should an Employee on call be required to attend duty, the allowance, as set out below, for that day will no longer apply and hours worked for the call out are to be calculated in accordance with clause 6 of Attachment 1, Call Out.
- 7.3** An employee on call will be paid an allowance for each period designated on call. Allowances are:
- (a) 12 Hour Night period only 1800 to 0600 - \$50.00
 - (b) 24 hour period - \$70.00
 - (c) 24 hour Public Holiday coverage - \$120.

Attachment 2 – Maintainer Classification Levels

1. Entry Level Maintainer **LEVEL 1**

PAY LEVEL 5

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;
- Work under direction of Core maintainer as required to perform repairs to Freight Rolling Stock;

2. Trainee Maintainer **LEVEL 2**

PAY LEVEL 6

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;
- 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.

3. Intermediate Maintainer **LEVEL 3**

PAY LEVEL 8

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

Entry	Track safety Awareness		
	Work on Track		
	Shunting for Maintainers		
	Basic Lock-out procedures		
	Maintainers Awareness Package		
	Inductions Package		
Trainee	Manual Handling		
	Complete all above		
Intermediate	Dangerous Goods	5	
	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	
	De-railment 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	
	Crane/Hiab Training	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	must be done to progress to level
	wheels safety critical	30	10
	sidebearers safety critical	30	must be done to progress to level
			10
			must be done to progress to level
			10
	obtaining 150 points of comparison above as deemed required at a specific maintenance location will allow progression to intermediate maintainer		
Core	Progression to core maintainer when complete all modules required at a location above		

4. Core Maintainer

LEVEL 4

PAY LEVEL 10

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 (Skells as used in the Express Business)
 - Repairs to containers, crew coaches and polar paks.
- Test, fault find, connect and disconnect ECP brakes and components.
- 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 rotatables;
- 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 wagon maintenance in-field, which would typically include unscheduled maintenance, recovery and collision damage work;
- Fabricate and assemble components for repair/replacement/modification;

5. Specialist Maintainer

LEVEL 5

PAY LEVEL 11

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 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) ,
 - 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 welding and are to be maintained at such a level via test pieces and alike to AS1796 or WTIA exam.

6. Co-ordinator– Maintenance

LEVEL 6

PAY LEVEL 13

A Co-ordinator – Maintenance is one appointed as such and who possesses some of the capabilities of a Specialist Maintainer and is required to co-ordinate the workforce on a shift by shift basis. Pacific National will determine the number of Co-ordinator – 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;

- 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– Maintenance for that period of time only.

7. Progression within the structure:

A Maintainer will be progressed through the classification levels based upon completion of training modules meeting level requirements.

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 and a panel interview consisting of site manager, trainer and shop floor peer representation. 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.

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.

ATTACHMENT 3 - 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 41 of the Pacific National Intermodal Asset Management Enterprise Agreement 2009. The details of this dispute are as follows:

The decision I wish to dispute is :

The person who made the decision is :

The date the decision was made is (If Known)

The reasons I wish to dispute the decision are :

Your Name : _____

Position : _____

Signed : _____

Please Print Clearly

Your Work Location & Telephone Number :

ATTACHMENT 4 – JOB SHARING

- 1.1 The parties acknowledge the benefits of job sharing to both the employees and the Company and agree to make all reasonable efforts to facilitate such positions where requested by employees.
- 1.2 The potential for any employee to undertake job sharing will be dependant upon identifying another current employee with similar qualifications and skill levels that will allow the pairing of individuals to share the position.
- 1.3 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.
- 1.4 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.
- 1.5 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 have occurred during their period of leave.
- 1.6 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.
- 1.7 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.
- 1.8 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.
- 1.9 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 Enterprise Agreement.
- 1.10 Where employees have secondary employment outside of their job sharing position with Pacific National, the employee is obliged to advise PN so that the parties can ensure that the employee is capable of arriving at work fit for duty.
- 1.11 Start date for transition into a Job Sharing role will be in accordance with the Company's ability to source new employees to fill any vacancies created by the establishment of job sharing roles.

Appendix 1 – Performance Incentive Program (Adelaide, Perth, Melbourne, Brisbane and Pt Kembla)

Scorecard Example - 2009/2010 based on actual PM's, Mods & Wheelsets completed including Incidents per month.

Details	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Total	Comments
PM Target	167	167	161	167	161	167	167	151	167	161	167	161	1,964	PM KPI target
PMs Completed	213	152	159	186	133	87	178	89	141	130	139	159		Actual PM's completed in 2009/2010 period.
Wheels	2.75	1	18.5	20.75	3.75	0	0	3.75	6	12.5	0	17		Based on KPI of 60 in-consist wheels per month Every 4 wheels above 60 is counted as a PM.
CCSB Mods	6	6	5	14	19	8	13	1	10	2	12	12		Every CCSB mod completed is counted as a PM.
Total PM/Mods	222	159	183	221	156	95	191	94	157	145	151	188	1,960	Total PM's completed.
Mtce related Incidents in Operations <3month PM	0	0	2	1	5	0	1	1	2	0	3	3	18	Actual mtce incidents in linehaul operations within month period of a PM from July 2009 to June 2010
Score	1,329	953	565	1,323	193	570	1,145	622	471	895	302	388		Score
I/4 Score		949			695			746			528			Quarterly score
<PI Target		667			667			667			667			Quarterly KPI
Achieve/Fail		A			A			A			F			Achieve or Fail

Appendix 2 – Performance Incentive Program (PNQ Townsville)

Target details for PNQ Townsville Maintainers	Targets
Wagon Availability	Must be greater than 99% wagon availability
Wagons requiring PM	There must be Zero wagons at P3 or greater
Wagons requiring PM	There must be no more than 9 wagons at P1