



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Pacific National Services Pty Ltd, Pacific National Bulk Rail Pty Ltd
(AG2022/5058)

PACIFIC NATIONAL INTERMODAL DIVISION TERMINAL OPERATIONS ENTERPRISE AGREEMENT 2022

Rail industry

DEPUTY PRESIDENT O'NEILL

MELBOURNE, 12 DECEMBER 2022

*Application for approval of the Pacific National Intermodal Division Terminal Operations
Enterprise Agreement 2022*

[1] Pacific National Services Pty Ltd and Pacific National Bulk Rail Pty Ltd have applied for approval of an enterprise agreement known as the *Pacific National Intermodal Division Terminal Operations Enterprise Agreement 2022* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) and is a single enterprise agreement.

[2] The last Notice of Employee Representational Rights (NERR) was provided to two groups of employees (affected employees) on 14 September 2022, 160 days after the notification time for the Agreement. The Employer submits that the affected employees were recently identified as being covered by the Agreement; 7 employees transitioned to become employed by the Employer and 3 common law contract employees were identified due to an amended classification definition in the Agreement. The Employer submits that it was genuinely of the view the affected employees were not covered by the Agreement, and once it became aware that the affected employees fell within the scope of the Agreement, it took all reasonable steps to issue the NERR and consult with the affected employees. Considering the NERR was issued to existing employees at the notification time and is otherwise in its prescribed form, and that the affected employees were able to participate in bargaining before the Agreement was made, I am satisfied the Agreement would have been genuinely agreed to but for the minor procedural departure from the requirements of s.173(3) and that the employees covered by the Agreement were not likely to have been disadvantaged by this error. Accordingly, I exercise the discretion conferred by s.188(2) of the Act.

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

[4] The Australian Rail, Tram and Bus Industry Union being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] I observe that clause 21 is likely to be inconsistent with the National Employment Standards (NES). However, noting clause 5.5 of the Agreement, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 19 December 2022. The nominal expiry date of the Agreement is 30 June 2025.



DEPUTY PRESIDENT

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Pacific National Intermodal Division Terminal Operations Enterprise Agreement 2022

An Agreement Between

Pacific National

And

Australian Rail Tram and Bus Industry Union



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1 Title

The title of this Agreement is the *Pacific National Intermodal Division Terminal Operations Enterprise Agreement 2022*.

2 Parties

The Parties to this Agreement are:

- (a) Pacific National (NSW) Pty Ltd;
- (b) Pacific National Bulk Rail Pty Ltd;
- (c) Pacific National Services Pty Ltd;
(Collectively referred to as the “**Pacific National – Intermodal Division, Terminal Operations**” hereafter referred to as “**Pacific National**”)
- (d) Australian Rail Tram and Bus Industry Union (“ARTBIU”); and
- (e) Employees employed by Pacific National to perform work within the classifications contained within this Agreement.

3 Scope

3.1 This Agreement shall apply to:

- (a) Each of the Parties; and
- (b) Employees employed by Pacific National to perform work in positions within the Pacific National Intermodal Division Terminal Operations who fall within the classification structures of this Agreement.

3.2 This Agreement does not apply to any employee:

- (a) Whose position is classified in the Support Structure; and
 - (1) Who is offered and commences employment following commencement of this Agreement and whose Base Remuneration exceeds that payable to the highest classification in the Support classification structure (namely, Officer Level 1 (Frontline Support Level), Pay point C); or
 - (2) Who is offered and commences employment following the commencement of this Agreement and whose substantive and major part of their work is to supervise other employees and whose Base Remuneration exceeds the rate applicable to the Officer Level 1 (Frontline Support Level), Pay point D; or

- (3) Who continues to be employed under an individual Appointment Agreement and whose Base Remuneration exceeds that payable to the highest classification in the Support classification structure (namely, Officer Level 1 (Frontline Support Level), Pay point D); or
 - (4) Who continues to be employed under an individual Appointment Agreement and whose substantive and major part of their work is to supervise other employees and whose Base Remuneration exceeds the rate applicable to the Officer Level 1 (Frontline Support Level), Pay point E; or
 - (b) Who is employed to perform work in another business or part of a business (including another operational area) operated by Pacific National that is covered by another workplace Agreement or pre-reform Agreement that operates to cover work on a distinct geographical or operational basis. For example, the Pacific National Intermodal Division Outsourced Projects Enterprise Agreement 2021 or the Pacific National Intermodal Train Crew Enterprise Agreement 2021.
- 3.3 No person engaged by Pacific National under an alternative employment arrangement, to perform work equivalent to the classifications contained within this Agreement, is to receive less than the applicable terms and conditions which apply to that classification, position or role.

4 Glossary of Terms

Agreement	The Pacific National Intermodal Terminal Operations Enterprise Agreement 2022.
Total Remuneration	Total Remuneration is the total of base remuneration plus Aggregate Penalty Multiplier (APM), if such a payment is applicable, plus Aggregate Allowance, if such an allowance is applicable (see Clause 14.2).
Annual Cycle Hours	The ordinary hours of work which an employee is required to work over a nominated fifty-two (52) week period, i.e. one thousand, nine hundred and seventy-six hours (1976) ordinary hours including public holidays and annual leave for a Full-Time employee.
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.
FWC	Fair Work Commission.
Hours Worked	Actual time worked.
Lift up/ Lay back	The time employees may be called in early (lifted up) to an earlier sign-on time or have their shift commencement delayed (laid back) to a later time than shown on the posted Working Roster or daily work plan.
Master Roster	Roster(s) that are permanently displayed at each sign on/off location that show rostered days off and any known tasks or work.

NES	National Employment Standards.
Not Required	When Pacific National advises employees that they are Not Required to work a rostered shift due to a business decision, employees affected will be paid as per their normal roster, with the exclusion of public holiday penalty rates per Clause 24.
Permanent Part-Time Duty Cycle	A Permanent Part-Time Duty Cycle is a six (6) week period where the guaranteed hours will be spread over the six (6) weeks. The guaranteed hours do not need to be equal weekly hours but must average the guaranteed hours over the six (6) week period. Any hours worked over the guarantee will be mutually agreed and may not count to the duty cycle.
Permanent Part-Time Undertime	Permanent Part-time undertime occurs where the employee works less than the guaranteed hours during the Permanent Part-Time Duty Cycle period. These hours will be recovered through rostered shifts or blank line working during the Permanent Part-Time Duty Cycle period. The working of undertime is mandatory.
Permanent Part-Time Blank Line	Permanent Part-Time Blank Line working occurs where no specific shifts are rostered and the call for these shifts occurs consistent with the Permanent Part-Time Blank Line notification timelines.
Shift length	The total time from a Sign On to a Sign Off.
Shiftworker	For the purpose of the National Employment Standards and this Agreement, any employee who works rostered shifts outside the hours of 0600 to 1800 Monday to Friday and is covered by Clause 23.1(b).
Shunting	Includes shunt rolling stock and conduct marshalling operations.
Steel Terminal Marshalling / Planning	Marshalling strategy and contingency plan development without supervision.
The Act	<i>Fair Work Act 2009</i> (Cth) as amended from time to time.
Termination	The ending of the employment relationship by resignation, dismissal (with or without notice), abandonment, retrenchment, retirement or invalidity (including death). The employment relationship may be ended on the initiative of either Pacific National or the employee.
Unavoidable Necessity	Practically inescapable circumstances that necessitate the working of extended hours. The working of extended hours in these circumstances is subject to the individual's indication of their fitness to continue and employees may decline to perform safeworking duties after having completed twelve hours from sign-on.
Working Roster	Roster(s) developed from Master Rosters that provide more details of attendance requirements. Working Rosters allocate employees to work lines and adjusts the rostered work to accommodate work variations, planned leave and/or any other issues

known at the time of posting. A Working Roster may also allow for the posting of actual attendance and shift details. Variations from the Master Roster placed onto a Working Roster must not impact on the placement of RDO's. Variations that might be addressed in a Working Roster could include changes to shifts, e.g. the number of shifts and/or their placement on the roster or changes to sign on times, shift lengths and/or sign off times. Variations may be required because of specific operational changes that are known at the time the Working Roster is prepared.

5 Duration

- 5.1 This Agreement will commence to operate seven days after the date on which it is approved by the Fair Work Commission (**Commencement Date**). This Agreement shall have a nominal expiry date of 30 June 2025.
- 5.2 Unless expressly stated otherwise, this Agreement shall replace, subject to the provisions of the Act, any other Enterprise Agreement which has effect in relation to the employees.
- 5.3 This Agreement may be varied prior to its nominal expiry date provided the Parties agree and subject to the variation being made in accordance with the requirements of the Act.
- 5.4 This Agreement may be terminated prior to its nominal expiry date provided that the Parties agree and subject to the termination being made in accordance with the requirements of the Act.
- 5.5 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES),. Where there is inconsistency between this Agreement and the NES, and the NES provides greater benefit, the NES provision will apply to the extent of the inconsistency.
- 5.6 For the period of operation of this Agreement, there will be no extra claims unless by mutual agreement.

6 Health and Safety

- 6.1 The Parties to this Agreement share an ongoing commitment to ensure and to promote the health, safety and welfare of all employees, driven by the company Safety Value of "Home Safely Everyday", and nothing in this Agreement shall be designed or applied in ways that reduce or diminish this objective.
- 6.2 Pacific National allows any form of legislative consultation concerning health and safety to occur. In addition, Pacific National provides a consultation structure through site SHE/WHSE committees from which information is communicated to and from the business division.
- 6.3 The aim of the SHE/WHSE 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, and the management of employee fatigue. These obligations apply during extreme weather where the manager responsible for the site will determine any action to be taken to ensure a safe and healthy work environment is maintained. Pacific National will also monitor and seek to improve technology, 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, contractors, visitors and customers.
- 6.6 Employees must attend for work fit and able to safely perform their duties. Employees must comply with Pacific National's policies and procedures, including those related to drugs and alcohol. Such policies do not form part of this Agreement; however, they will constitute lawful and reasonable directions by Pacific National to its employees. Employees must comply with such policies and procedures at all times. As policies and procedures change from time to time Pacific National will notify employees when a change has occurred, and if necessary, ensure that employees receive training in relation to the changes.
- 6.7 Pacific National will review its Drug and Alcohol Policy/Procedure, with the view of introducing oral fluid testing (swab testing) if there is a change of legislation relating to urine / oral fluid testing in all states, in accordance with its consultation obligations.
- 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. This obligation includes during extreme weather conditions and where the manager responsible for the site will determine any action to be taken to ensure a safe and healthy work environment is maintained.
- 6.9 The parties recognise that it is in the interest of Pacific National and its employees to introduce and use technology relating to safety in the workplace. When introducing new technology, Pacific National will:
 - (a) take all practical and reasonable measures to ensure an employee's privacy is respected in accordance with the *Privacy Act 1988* (Cth), as amended from time to time; and
 - (b) consult with employees and their representatives in relation to any decision to introduce in-cab audio or video monitoring in accordance with its consultation obligations set out in Clause 36 of this Agreement.

7 Contract of Employment

7.1 General Principles and Undertakings

- (a) Pacific National shall use its best endeavors to ensure that Full-Time employment is the predominant form of employment under this Agreement. Further, subject to the provisions contained in this Agreement, no employee will have their form of employment altered without agreement of the affected employee(s).

- (b) Notwithstanding Clause 7.1(a), Pacific National may offer employment on one (1) or more of the types of employment described below.

7.2 Full-Time Employment

Full-Time employees are those who are engaged to work ordinary hours of nineteen hundred and seventy-six hours (1976) per annum, inclusive of public holidays and annual leave hours. This is the equivalent of fifty two (52) weeks at thirty eight (38) hours per week.

7.3 Permanent Part-Time Employment

7.3.1 General Principles

- (a) Permanent Part-Time employees are those (other than casual employees) who work on a regular basis but less than the ordinary hours of work for an equivalent Full-Time employee.
- (b) A Permanent Part-Time employee will be:
 - (1) engaged for a minimum of sixteen (16) hours per week averaged over the Permanent Part-Time Duty Cycle and no less than four (4) hours per engagement; and
 - (2) entitled to pro rata accruals with respect to annual leave, long service leave and personal/carers leave based on ordinary hours worked and no less than the NES.
- (c) Permanent Part-Time employees' minimum number of hours will be agreed to in writing at the commencement of employment.
- (d) Permanent Part-Time employees may be required to work additional hours beyond their agreed number of hours, subject to Clause 7.3.1(g). Where this is required, the payment for the additional hours will be at the ordinary hourly rate of pay, up to seventy-six (76) hours per fortnight.
- (e) Any additional hours worked beyond the seventy-six (76) hours per fortnight will be paid at the appropriate overtime rate of:
 - (1) 1.5 for the first three (3) hours and two (2) thereafter, except for overtime worked on a Sunday where the penalty multiplier is 2 for all hours worked.
- (f) Any hours worked on RDO's will be paid at overtime rates. At the election of the employee any overtime worked can be used to offset any undertime required to be worked by that employee.
- (g) Hours required to be worked may exceed the minimum guarantee where rostered/worked shift lengths result in the employee exceeding the minimum hours, after which all additional hours/shifts will be by agreement. Hours worked above the guarantee except undertime recovery will not contribute to minimum hours for the duty cycle calculations.
- (h) Permanent Part-Time Undertime occurs where the employee works less than the guaranteed hours during the six (6) week Permanent Part-Time Duty Cycle period, these hours will be recovered either by the rostering of additional hours or the use of the employee through blank line rostering. The working of undertime is required and will be rostered in accordance with the Rostering Guidelines in clause 7.3.2 below.

7.3.2 Rostering Guidelines

- (a) Permanent Part-Time employees will work on a stand-alone six (6) week permanent part-time Master Roster covering this form of employment for the designated terminal. This six (6) week Master Roster will show the twelve (12) RDO's, an average of two (2) per week.
- (b) The Permanent Part-Time Working Roster will be posted weekly on Thursday for duties commencing on the Sunday (for clarity - three (3) days later) and running through to the following Saturday. It will contain any known work which will be subject to variation consistent with the Lift-Up and Lay-Back clause (Attachment 1 clause 6). Where no work is posted blank line conditions will apply. Undertime recovery intention will be listed on the working roster.
- (c) Permanent Part-Time employees will be notified of their start times via the posted part-time working roster or consistent with the below blank line rosters notification process:
 - (1) Where advice was not available at the completion of the employees last worked shift and work is required to commence between 0000 – 2359 hours, the following day advice will be provided between 0930 – 1200hours.
 - (2) Any requests for attendance outside of this process will be by mutual agreement.
 - (3) Any Employee periods of unavailability must be provided fourteen (14) days prior to scheduled working roster posting. Any requests made outside of this timeframe will be reasonably considered.
- (d) A six (6) week Permanent Part-Time Duty Cycle will apply to these employees. The Permanent Part-Time Duty Cycle hours will be reset to zero (0) at the end of the six (6) week Permanent Part-Time Duty Cycle. Subject to clause 7.3.1(e), any hours worked above the guarantee hours will be paid at normal time up to 228 hours and applicable overtime rate for any hours over 228.
- (e) Rostered shifts which are cancelled within the notice period aligned to blank line notification will not be credited to the six (6) week Permanent Part-Time Duty Cycle and will be recovered during the six week Duty Cycle either by rostered shifts or blank line notification.
- (f) Employees will be rostered one (1) in four (4) weekends off.
- (g) A Permanent Part-Time employee may by mutual agreement undertake their work over a split shift. The spread of the hours for the split shift for the employee will not exceed twelve (12) hours with the minimum working period during the spread of hours being 8 (eight) hours.

7.3.3 Permanent Part-Time review

- (a) Employees employed under Part-Time arrangements prior to the commencement of this Agreement, can opt to maintain their current Part-Time employment arrangements as per their latest Letter of Employment or convert to the Permanent Part-Time employment arrangements outlined in this clause. Existing Part-Time employees who choose to convert their employment arrangements will be issued a new Letter of Employment in accordance with this clause.

- (b) All Permanent Part-Time employees engaged from the commencement of this Agreement will be engaged under the terms of this clause.
- (c) All Permanent Part-Time employees following the completion of each twelve (12) month period from the commencement date will have their ordinary hours reviewed.
- (d) Where the average ordinary hours exceed the minimum ordinary hours per week agreed in their letter of offer, the Permanent Part-Time employee may request their minimum weekly hours be increased to the new average or request conversion to a Permanent Full-Time permanent position.

7.3.4 Permanent Part-Time Employee Roster Consultation

- (a) Employees employed as Part-Time employees under clause 7.3 of this Agreement will be consulted in the event of any Master Roster change or changes to their ordinary hours of work in one of the following ways:
 - (1) in accordance with clause 36 of this Agreement; and
 - (2) by way of an employee Part-Time Rostering Committee; or
 - (3) where the change affects both Permanent Part-Time and Full Time employees, the affected Part-Time employees may elect a representative to join the local rostering committee formed in accordance with Attachment 1 clause 1.1.

7.4 Casual Employment

- (a) A Casual Employee is an Employee who is engaged on the basis that Pacific National makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work for the person.
- (b) A Casual employee will work as required according to the needs of Pacific National. However, Pacific National can elect to offer work and the Employee can elect to accept or reject the work.
- (c) A Casual Employee shall be engaged for a minimum of 3 consecutive hours on a shift.
- (d) A Casual Employee is paid an hourly rate for each hour they work, that hourly rate being taken from the appropriate Base Salary in the Classifications.
- (e) A Casual Employee is paid a casual loading of twenty five percent (25%) on his or her Base Salary rate for each hour worked.
- (f) Penalty rates, overtime rates and shift rates for a Casual Employee are calculated on the 'unloaded' Base Salary rate (i.e. exclusive of the casual loading).
- (g) A Casual Employee's employment can be terminated on the giving of notice concluding at the end of the rostered shift or by Pacific National making a payment in lieu of that notice period.
- (h) Subject to clause 8.4(h), a Casual Employee is not entitled to any leave entitlements contained in this Agreement including annual leave, annual leave loading, paid personal leave, paid carer's

leave, paid parental leave, unpaid parental leave, compassionate leave, community service leave, long service leave, special leave, defence leave, sporting and cultural leave, attendance at court leave, any notice of termination or redundancy entitlement, or payment for any Public Holiday that are not worked.

- (i) In accordance with the NES, an eligible Casual Employee is entitled to unpaid parental leave, and jury service leave subject to meeting the applicable requirements.
- (j) Casual conversion:
 - (1) Provisions pertaining for Casual Employees to convert to permanency are contained in the NES and apply to Pacific National and the Employee.
 - (2) Where Pacific National determines not to offer conversion to a permanent position under the NES or declines a Casual Employee's request to convert, Pacific National must provide the Casual Employee with the reasons for refusal in writing within 21 days of the decision or request being made. If the Casual Employee does not accept Pacific National's decision, the Casual Employee may raise a dispute in accordance with clause 28 that will be dealt with under the dispute resolution procedure in clause 28.
 - (3) Pacific National may, at any time, offer a Casual Employee the opportunity to be appointed as a permanent Employee, under terms provided for in this Agreement.
 - (4) Where an offer is made and rejected, Pacific National may seek to fill the position by other means.
 - (5) Any agreement to convert a Casual Employee to a permanent Employee will be recorded in writing
 - (6) Casual employees are employees engaged by Pacific National under this clause and paid on an hourly basis.

7.5 **Maximum Term Employment**

- (a) Maximum 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, maximum period of time and shall generally not be engaged for a period greater than twelve (12) months.

8 Recruitment, Selection and Induction

- 8.1 The selection process for filling job vacancies will be based on the merit principle. The merit of applicants will be determined by considering the abilities, competence, qualifications, experience, standard of work performance and work history of candidates, relative to the position.
- 8.2 Pacific National will advertise all vacancies for positions covered by this Agreement, unless those vacancies are filled in accordance with prevailing policy related to redeployment or transfer of employees.
- 8.3 All vacancies will be advertised internally within all Pacific National business divisions. At times, Pacific National may also advertise a vacancy simultaneously internally and through media advertisements, recruitment agencies and other sources. Internal advertisements will include the position level from the classification structure contained in this Agreement and the salary level.
- 8.4 Where an offer is made to appoint employees under the terms of this Agreement, following advertising,

the offer will be in writing in the form of a letter of engagement. The letter of engagement will contain the following:

- (a) Position, level and title contained in this Agreement;
 - (b) Appointment date;
 - (c) Salary level; and
 - (d) That in addition to the terms of the letter of engagement, this Agreement applies to the employee's employment.
- 8.5 Pacific National will ensure that all employees are appropriately inducted into their workplace following appointment.
- 8.6 All selections will reflect Pacific National's commitment to equal employment opportunity and the elimination of unlawful discrimination. Pacific National will provide training relevant to job/position requirements and Employee needs that is aligned to the National 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 (3) months from the date of commencement will be applied to all new permanent employees, and this will be outlined in their letter of engagement.
- 9.2 On commencing employment, probationary employees will be advised as to the performance standards required, including the provision of regular performance reviews during the period of probationary employment.
- 9.3 During the probationary period, the employee's employment may be terminated by either the employee or Pacific National by providing one (1) week's written notice.

10 Career Paths and Classifications

- 10.1 Pacific National may, subject to complying with any consultation requirement outlined in Clause 36 of this Agreement, where the implementation of any change will have a significant impact on employees, determine the following:
- (a) The type and number of positions in the organisation and the organisational structures;
 - (b) Employee levels;
 - (c) Specific work practices; and
 - (d) Specific equipment and its use.

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

- (a) The classification structures provide flexibility to design new positions or to redesign existing positions, including the way work is performed, so that Pacific National can respond to changes in the business and commercial environment.
- (b) The process of position design or position redesign may require employees to undertake activities that have not traditionally been within their classification stream or that have not been previously part of their position. Where positions are adjusted or redesigned, the employee will be entitled to be paid at a classification level that equates to the work or activities being undertaken in the new position subject to the Salary Maintenance provisions outlined in Clause 41 of this Agreement.
- (c) In the circumstance where an employee has previously been required to perform a position which is no longer used or has lapsed for whatever reason, Pacific National may determine, based on business requirements, to train that employee in an alternate position and therefore maintain the current number of positions and the employee's current pay level.

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

10.4 The Operations Path provides for employees who are engaged in positions that directly focus on the terminal operations in the Intermodal Division.

10.5 The Operations Path includes:

- (a) Load lifting (Gantry);
- (b) Load / Lifting (Fork/Reachstacker);
- (c) Examining;
- (d) Shunting & marshalling 1 (as 1 skill set);
- (e) Steel Terminal marshalling/planning 2;
- (f) Terminal Driver Assistant (TDA - Qualified 2nd person);
- (g) Terminal Driver (TD); and
- (h) Remote Control Operator (RCO).

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

10.7 The Operations Path identifies two (2) streams for employees:

- (a) Traditional Terminal Operator; and
- (b) Terminal Driver Operations.

10.8 The Support career path provides a structured career path for Administrative, Technical or Professional positions which support the business operation.

10.9 Subject to employees completing relevant training for their position, they will progress through the respective classification structure to the following minimum base classification levels:

- (a) Terminal Operator stream – Level 3
- (b) Terminal Driver Operations – Level 9
- (c) Support stream – Level 1a

10.10 Principles

The classification structures operate in accordance with the following principles:

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

10.11 Mixed Functions/Higher Duties

Where an employee is requested by management to perform a position 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.

10.12 Assessment of Previous Skills or Knowledge

Employees, when engaged or when transferring from one classification stream to another will be assessed in whether they have any skill or knowledge relevant to the position they were employed for within the first three (3) months from their commencement in the 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 that the employee should be appointed to.

10.13 Customer Service Centre Roles

Fall within the Support structure classifications.

10.14 Classifications, Descriptors and Pay Levels

The following table outlines the classification titles, descriptors and pay levels in the two streams, Terminal Operations and Operations Support. It is not expected that any other consequential position reclassifications will occur as a result of implementing the classification structures in the field upon lodgement of this Agreement. Any further position reclassifications during the term of the Agreement will only occur where there has been a significant change in a position that, in itself, would warrant a reclassification.

(a)

(1) Traditional Terminal Roles until 30 June 2023

Classification Title	Description	Classification Pay Level
Terminal Operator in Training	An employee engaged in the Operations Stream who is in training to perform in their primary position	1
Terminal Operator	Terminal operators at this level are accountable for and undertake a range of base level terminal support activities. These activities would typically include: <ul style="list-style-type: none"> ➤ Directing the movements of forklifts and trucks; ➤ Preparing wagons for placement and removal of containers; ➤ Assisting with lifting and lowering operations; ➤ Moving trailers with containers, using an internal transfer vehicle. This level is to be maintained for a maximum of 12 months before the employee moves to Terminal Operator 1, subject to successful completion of training in 1 job role.	3
Terminal Operator 1	Terminal operators at this level are accountable for and undertake activities that are directed at a single job role.	4
Terminal Operator 2(a)	Terminal operators at this level have successfully completed training in two job roles and are accountable for and undertake activities that are directed at these two job roles. The Terminal operator maintains this level for 12 months following the successful completion of training in the second job role.	5

Terminal Operator 2(b)	Terminal operators at this level have successfully completed training and are experienced in two job roles and are accountable for and undertake activities that are directed at these two job roles. The Terminal operator moves to this level 12 months after successfully completing training in a second job role.	7
Terminal Operator 3(a)	Terminal operators at this level have successfully completed training in three job roles and are accountable for and undertake activities that are directed at these three job roles. The Terminal operator maintains this level for 12 months following the successful completion of training in the third job role	8
Terminal Operator 3(b)	Terminal operators at this level have successfully completed training and are experienced in three job roles and are accountable for and undertake activities that are directed at these three job roles. The Terminal operator moves to this level 12 months after the successful completion of training in the third job role	9
Terminal Operator 4(a)	Terminal operators at this level have successfully completed training and are experienced in four job roles and are accountable for and undertake activities that are directed at these four job roles. The Terminal operator maintains this level for 12 months following the successful completion of training in the fourth job role	10
Terminal Operator 4(b)	Terminal operators at this level are accountable for and undertake activities that are directed at four job roles. The Terminal operator moves to this level 12 months after the successful completion of training in the fourth job role.	11
Terminal Operator 4(c)	Team Leader level 1. This role applies to positions which provide comprehensive supervision and leadership to a designated team of employees. This position may have other employees, providing field leadership of smaller groups, reporting to them. As a team leader, this role is accountable for planning and organising activities, usually on a shift basis.	12
Terminal Operator 5	Terminal operators at this level are accountable for and undertake activities that are directed at five job roles.	13
Terminal Operator 6	Terminal operators at this level provide leadership and supervision to a designated group of employees. Positions at this level may have other employees providing field leadership of smaller work groups reporting to them.	15

	As a team leader, this role is accountable for planning and organising, usually on a shift basis.	
Terminal Operator 7	An employee allocated to Terminal activities, who has the responsibility to direct train and /or shunting movements, within a Yard or Terminal on a day to day basis. This position is responsible for the planning and organising of yard/terminal activities related to the provision of resources (e.g: rollingstock) to ensure the effective transportation of freight.	18
Terminal Operator 8	An employee allocated to terminal activities, who has the responsibility of ensuring the availability of appropriate rollingstock to and from Yards/Terminals by producing train movement plans in advance.	19

- (A) Employees following successful training in additional job roles will automatically move to the minimum classification level for the number of job roles regardless of their current classification.

For example, you are a level 4 employee (1 job role) and are chosen to participate in training to become a level 5 employee (2 job roles). You complete your training and sign off, during your first 12 months you are paid at level 5 (2 job roles first year). During this 12 month period you are selected to participate in training for a third job role (3 job roles). When you commence training for the third job role you would then be automatically move to a level 7.

- (2) Traditional Terminal Operator Roles from 1 July 2023

Classification Title	Description	Classification Pay Level
Terminal Operator in Training	An employee engaged in the Operations Stream who is in training to perform in their primary position	1
Terminal Operator	Terminal operators at this level are accountable for and undertake a range of base level terminal support activities. These activities would typically include: <ul style="list-style-type: none"> ➤ Directing the movements of forklifts and trucks; ➤ Preparing wagons for placement and removal of containers; ➤ Assisting with lifting and lowering operations; ➤ Moving trailers with containers, using an internal transfer vehicle. <p>This level is to be maintained for a maximum of 12 months before the employee moves to Terminal Operator 1, subject to successful completion of training in 1 job role.</p>	3
Terminal Operator 1	Terminal operators at this level are accountable for and undertake activities that are directed at a single job role.	4

Terminal Operator 2	Terminal operators at this level have successfully completed training and are experienced in two job roles and are accountable for and undertake activities that are directed at these two job roles.	7
Terminal Operator 3	Terminal operators at this level have successfully completed training and are experienced in three job roles and are accountable for and undertake activities that are directed at these three job roles.	9
Terminal Operator 4	Terminal operators at this level are accountable for and undertake activities that are directed at four job roles.	11
Terminal Operator 4(c)	Team Leader level 1. This role applies to positions which provide comprehensive supervision and leadership to a designated team of employees. This position may have other employees, providing field leadership of smaller groups, reporting to them. As a team leader, this role is accountable for planning and organising activities, usually on a shift basis.	12
Terminal Operator 5	Terminal operators at this level are accountable for and undertake activities that are directed at five job roles.	13
Terminal Operator 6	Terminal operators at this level provide leadership and supervision to a designated group of employees. Positions at this level may have other employees providing field leadership of smaller work groups reporting to them. As a team leader, this role is accountable for planning and organising, usually on a shift basis.	15
Terminal Operator 7	An employee allocated to Terminal activities, who has the responsibility to direct train and /or shunting movements, within a Yard or Terminal on a day to day basis. This position is responsible for the planning and organising of yard/terminal activities related to the provision of resources (e.g: rollingstock) to ensure the effective transportation of freight.	18
Terminal Operator 8	An employee allocated to terminal activities, who has the responsibility of ensuring the availability of appropriate rollingstock to and from Yards/Terminals by producing train movement plans in advance.	19

- (3) The Classification definitions for Pay Level 5, 8 and 10, are removed effective 30 June 2023. Those that are on these three classifications will automatically transition to up one Pay Level, with the exception of those that are grandfathered on one of those Pay Levels from prior Agreements.

- (4) An Employee who has been selected by Pacific National for training in a new classification will be provided ample opportunity to complete the theoretical and practical training for that new classification. Pacific National will make all reasonable attempts to ensure that the practical training occurs within 3 months from the Employee completing the theoretical training (**Reasonable Period**).
- (5) Once the Employee has completed the theoretical and practical training, the Employee can then give notice to Pacific National that he/she is ready to be tested on their competencies for the new classification, and Pacific National will test the Employee within eight (8) weeks of them providing notice (**Agreed Period**). If the Employee is unsuccessful in the testing, then any further testing will be scheduled by Pacific National as deemed to be appropriate.
- (6) In certain circumstances, the Employee may access the Training Appeal Process outlined in cause (5) below. The Training Appeal Process will apply when the relevant Employee is not:
 - (A) provided ample opportunity to complete the practical training within the Reasonable Period; or
 - (B) tested for competency within the Agreed Period.
- (7) The Training Appeal Process will be as follows:
 - (A) The Employee will raise a grievance with the Operations Manager or their delegate in writing;
 - (B) The Operations Manager or their delegate will respond within two working days;
 - (C) If the grievance is not resolved, then the Employee may escalate the grievance to the National Operations Manager or their delegate and they will respond within 2 working days;
 - (D) If the grievance is still not resolved then the National Operations Manager or their delegate will meet with the Employee and their representative (if this is the RTBU the RTBU State Branch Secretary or their delegate) and make all reasonable attempts to resolve the grievance within 7 days of sub-clause (5)(A) commencing.
- (8) Throughout the Training Appeals Process the Employee has the right to be represented, which includes being represented by the Union.

(b) Terminal Driver Roles

Classification Title	Description	Classification Pay Level
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Terminal Driver Assistant	An employee engaged to perform the role of 2 nd person during trip train, and driver relief operations. This employee will also be competent to carry out shunting /marshalling and examining.	9
Terminal Driver / Remote Control Operator	An employee trained and competent in all of the above positions outlined in Clauses 10.7 and 10.21. PLUS Qualified and undertaking locomotive operational accountabilities in a Terminal environment. Conducts single person locomotive operations. These activities can only take place within terminals, however for shunting purposes, it is recognised that such activities may involve the shunting of wagons outside the immediate terminal boundaries for the purpose of shunting a train within the terminal boundaries. PLUS Trained and qualified in, and undertaking the operation of Remote Control Operation accountabilities in a Terminal / Yard limit environment.	11

Note, a person appointed to the role of Terminal Driver under this Agreement can elect to train to become a mainline driver, in accordance with the classification structure outlined in the *Pacific National Intermodal Train Crew Enterprise Agreement 2021* and its successor Agreement. This election cannot be withdrawn. This training and progression will be subject to business needs.

- 10.15 The Parties recognise that the introduction of the Terminal Driver Operations classification structure provides for a logical avenue for a further career path to mainline Locomotive Operations, subject to the employee's suitability and the vacancy of such positions. An employee engaged and classified within the Terminal Driver Operations classification structure has a right to apply and compete for other vacant train crew positions within the Intermodal driver's business division covered by the 'Pacific National Intermodal Train Crew Enterprise Agreement 2021' or in other Pacific National business divisions covered by their respective Enterprise Agreements.
- 10.16 The introduction of the classification of Terminal Driver Operations within a Terminal/Depot is only to be created following consultation, as outlined in Clause 36 of this Agreement, after due consideration of the Terminal's/Depot's need for the position. In addition to this, for the purposes of consultation as outlined in Clause 36 of this Agreement covering the introduction of the classifications of Terminal Driver and Terminal Driver Assistant within a Terminal/Depot, the parties agree that the national office of the RTBU Locomotive Division will be included.
- 10.17 Employees appointed to the Terminal Driver Operations classification structure will not be required to perform any job roles, which are not contained within the classification structure at Clause 10.14(b)

with the exception of TLA, shunting/marshalling 1 and train inspection (examining) and one (1) other job role from Clause 10.21 which will include either load lifting/fork/reachstacker or load lifting/gantry. In the circumstances where an employee moves from the Traditional Terminal Operator classification structure to the Terminal Driver Operations classification structure, job roles other than those identified above will cease to be recognised as applicable to the employees pay point level.

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

<p>Shunt and Marshall Rolling Stock</p> <p>This job role requires employees to undertake all activities associated with both marshalling and shunting rolling stock, including locomotives and wagons. These activities can take place within terminals, yards and/or on the mainline.</p> <p>Marshalling involves using appropriate skills and knowledge required to determine wagon and locomotive placements within a consist in order to comply with any safeworking or regulatory requirements and to comply with Pacific National workplace procedures. Marshalling, therefore, requires an employee to plan and organise the efficient movement and positioning of rolling stock required to make up a train, break up a train or to load or unload a train.</p> <p>Shunting and Incidental Road Isolation and Lockout involves using</p>	<p>Conduct Full Train Examination</p> <p>This job role requires the employee to undertake and complete a full and comprehensive train examination. It also includes the completion of basic maintenance associated with any defects or irregularities detected as part of the train examination.</p> <p>Train examining and Incidental Road Isolation and Lockout involves the use of skills and knowledge to conduct a full train examination and the Isolation and Lockout of roads in accordance with Pacific National workplace procedures and the requirements of the relevant safe working regulations and codes of practice. It includes making preparations for the examination to take place, preparing the train for examination, examining the locomotive and rolling stock, examining the loads, using hand tools for repairs,</p>
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<p>the appropriate skills and knowledge required to safely move, or shunt, rolling stock, Isolation and Lockout roads in accordance with regulatory requirements and Pacific National workplace procedures. Shunting involves controlling and directing the physical movement of rolling stock and operating relevant equipment and the requirement to carry out a developed marshalling or shunting plan. Shunting may also involve the movement of vehicles in fixed signal areas in accordance with relevant safeworking rules and procedures.</p> <p>“Incidental” for the purposes of this Clause means less than 50% of a shift.</p>	<p>documenting results and actioning/taking appropriate corrective actions where defects and/or irregularities are detected.</p> <p>Full train examinations in this context may be undertaken in terminals or yards or may be undertaken at remote or isolated locations.</p> <p>“Incidental” for the purposes of this clause means less than 50% of a shift.</p>
<p>Load lifting Forklift and Reachstacker Equipment</p> <p>This job role requires the employee to undertake the correct and safe use of specialised load lifting equipment used to load and unload trains or wagons. The employees may be required to use a range of specific equipment in use at a location.</p> <p>Loading lifting involves the use of skills and knowledge required to operate specialised load shifting equipment in accordance with Pacific National workplace requirements and with relevant regulatory requirements.</p> <p>Associated activities include planning work to be undertaken within the working environment; correctly using the controls and equipment operating systems to manage the movement of both the equipment and the load. The employee will be required to also locate the correct load and, identifying load characteristics in making any movements, move loads; securing equipment after use and completing any required reports and returns, including maintenance reports.</p>	<p>Load lifting Gantry/Straddle Equipment</p> <p>This job role requires the employee to undertake the correct and safe use of specialised load lifting equipment used to load and unload trains or wagons. The employees may be required to use a range of specific equipment in use at a location.</p> <p>Loading lifting involves the use of skills and knowledge required to operate specialised load shifting equipment in accordance with Pacific National workplace requirements and with relevant regulatory requirements.</p> <p>Associated activities include planning work to be undertaken within the working environment; correctly using the controls and equipment operating systems to manage the movement of both the equipment and the load. The employee will be required to also locate the correct load and, identifying load characteristics in making any movements, move loads; securing equipment after use and completing any required reports and returns, including maintenance reports.</p>
<p>Provide Locomotive Operational Assistance for Train Movements</p> <p>This job role provides for skilled employees to provide the required operational and associated safe working support to a locomotive driver for train movements conducted within the terminal environment or for trip train working. This job role may be described as providing second person support or support as a terminal driver assistant. Prerequisite job roles for this position include shunting/marshalling and examining.</p> <p>Providing operational assistance for train movements involves using appropriate skills and knowledge to assist with train operations in accordance with workplace procedures and the requirements of relevant safeworking regulations and codes of practice. The activity includes assisting with preparations for train operations, assisting with the operation of the train, assisting with provisioning tasks, and handing over or stabling the train in accordance with requirements.</p>	<p>Conduct Terminal Driver and/or Remote Control Operations</p> <p>This job role requires skilled employees to undertake and control terminal driver operations in accordance with terminal workplace procedures and or Terminal Remote Control operating procedures consistent with the requirements of relevant safeworking regulations and codes of practice.</p> <p>This job role includes employees performing the following activities as part of their role; conducting locomotive single person shunting operations which may include remote control locomotive operations and traditional terminal operational tasks. This job role may also involve the use of skills attained in providing locomotive assistance for train movements.</p> <p>Prerequisite for this job role includes shunting, marshalling, examining and providing locomotive operational assistance for train movements.</p>
<p>Steel Terminal marshalling/planning</p> <p>This job role requires employees to undertake all activities associated with both the marshalling and planning of rolling stock, including locomotives and wagons. These activities can take place within terminals, yards and/or on the mainline.</p>	<p>Isolation Officer</p> <p>This job role requires employees to undertake Isolation and Lockout Tasks on a dedicated shift basis. The deployment of an employee to this role will be at Pacific Nationals discretion.</p>

<p>Steel Terminal marshalling and planning involves the identification of required rollingstock types, locations and track and siding availabilities, to facilitate the operation. The employee is required to prioritise and sequence wagons in accordance with workplace procedures, in addition to developing a strategy to achieve safe and efficient loading, unloading and train consist development. This job role also involves the development of track and siding access options from the marshalling strategy and contingency plans are identified and prepared for unplanned events. Steel Terminal marshalling and planning involves the monitoring and operations of signalling equipment. Operational requirements in this job role would require the employee to document, file and distribute shunt and marshalling plans and train consists in accordance with operational requirements. Employees undertaking this job role would do so without supervision.</p>	<p>The skill will only be recognised if it is rostered as a dedicated activity for the shift and this skill does not apply to Incidental Isolation and Lockout tasks.</p> <p>The skills employed in this task are safe Isolation and Lockout of Roads in accordance with Pacific National's workplace procedures and the requirements of the relevant safe working regulations and codes of practice.</p> <p>Employees deployed to the Isolation Officer role will attract payments for the Isolation Officer job role on a shift by shift basis, i.e. when the employee is not rostered or requested by Pacific National to perform the Isolation Officer duties, the employee will return to their normal role and pay.</p>
<p>Mentor Trainer Role</p> <p>The Mentor Trainer Role will be used at Pacific National's discretion when required for delivery of a structured training program for new and existing employees.</p> <p>The key skills required to carry out this job role will be the ability to impart knowledge of a specific on job skill set, to the trainee to develop them into a skilled competent operator.</p> <p>The mentor will be responsible for updating management/relevant trainer on the trainee's development and identify any areas of potential delay in the employee's certification.</p> <p>Employees will attract payments on an incidental basis and permanent classification for Mentor trainer will not be made. When not required for mentoring, the employee will return to their normal role and pay.</p>	

10.22 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 (FSL)</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 judgment 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>

<p>Terminal Coordinator – Acacia Ridge, Lysaght Steet</p>	<p>An employee assigned to Terminal Coordination duties at Acacia Ridge, Lysaght Street at the commencement of this Agreement who have the responsibility to coordinate and plan for terminal related tasks associated with train loading/unloading, which includes working with the relevant third parties who execute shunt moves.</p>	<p>Level 1</p> <p>Paypoint</p> <p>d</p>
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- 10.23 In determining the appropriate pay point to apply for positions in each level in this stream, Pacific National will use standard position evaluation, or position scoring methodology. Pacific National currently uses the Hay Group methodology but may utilise any appropriate methodology to size positions and determine the appropriate classification level and pay point.
- 10.24 In the event that Pacific National changes a classification and pay point level for any existing role or creates a new role covered by this Agreement and the classification or pay point level is disputed by an affected employee then Pacific National must provide the details of how the determination was arrived at. The Resolution of Disputes Procedure as outlined in Clause 37 will be followed should the employee believe the process is not genuine.

11 Hours of Work

11.1 Ordinary Hours

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

- (a) One thousand, nine hundred and seventy-six (1976) hours, which includes eighty-three point six (83.6) hours for eleven (11) public holidays and one hundred and ninety (190) hours of annual leave (5 weeks) for a shiftworker; or
- (b) One thousand, nine hundred and seventy-six (1976) hours, which includes seventy-six (76) hours for a minimum of ten (10) public holidays and one hundred and fifty-two (152) hours of annual leave (4 weeks) for a dayworker.

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

11.3 In addition to the ordinary hours specified above, employees may be required to work reasonable additional hours (with the exception of working on Rostered Days Off (“**RDO**”)) for payment of overtime.

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

- (a) Any risk to employee health and safety that might reasonably be expected to arise if the employee worked the additional hours;
- (b) The employee's personal circumstances (including any family responsibilities);
- (c) The operational requirements of Pacific National in relation to which the employee is required or requested to work the additional hours;
- (d) Any notice given by Pacific National of the requirement or request that the employee work the overtime;
- (e) Any notice given by the employee of their inability to work the overtime;
- (f) Whether any additional hours are on a public holiday;
- (g) The employee's hours of work over the four weeks ending immediately before the employee is required or requested to work the additional hours; and
- (h) Any other relevant matter.

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

- (a) Rosters and roster cycles will be used to spread and manage the Annual Cycle Hours over the Annual Hours of Work Cycle.
- (b) Over the roster cycle, ordinary hours will be allocated to average thirty-eight hours (38) per week. Pacific National may also develop rosters in consultation with the roster development committee (or where there is no roster development committee, consultation in accordance with Clause 36) where average hours exceed thirty-eight (38) per week. Where this is the case, overtime payments will be made in accordance with provisions outlined in Clause 11.6 below.

11.6 Overtime

- (a) Overtime is defined as:
 - (1) Total rostered hours worked in excess of the average of thirty-eight (38) per week over the roster cycle; or
 - (2) Hours worked in excess of those in the ordinary rostered shift length; or
 - (3) Hours worked on a RDO.

- (b) The penalty multiplier for overtime hours is 1.5 for the first three (3) hours and then two (2) thereafter, except for overtime worked on a Sunday where the penalty multiplier is 2 for all hours worked.
- (c) Subject to specific business needs and operational requirements, shifts of a minimum of four (4) hours on rostered days off may be utilised to cater for overtime shifts excluding training and meetings.

11.7 Dayworkers

- (a) Subject to (c) below, the ordinary hours of duty for a Dayworker shall be thirty-eight (38) hours per week, worked on any days, Monday to Friday between 0600 hours and 1800 hours.
- (b) The ordinary hours may be worked as a 7.6 hour day over twenty (20) days (4 weekly duty cycle) or eight (8) hour day over nineteen (19) days in a four (4) weekly duty cycle, where such arrangements already apply, and may be extended by mutual agreement. Pacific National will not unreasonably withhold agreement where an employee seeks to alter their pattern of work / hours however Pacific National will base such decisions on the requirements of the business and the impact upon the business of any requested change.
- (c) The ordinary hours may be worked within a 152 hour, four (4) week cycle, subject to the Consultative Provisions in Clause 36 of this Agreement.
- (d) The maximum number of rostered hours per shift for Dayworkers shall be no more than twelve (12) hours.
- (e) Overtime for Dayworkers is time worked above the rostered hours which includes any time worked outside 0600 hours to 1800 hours during the work week of Monday to Friday unless roster is at employee's request.

11.8 Time in Lieu of payment for overtime

- (a) Despite Clause 11.6(b), an employee may elect, with agreement by Pacific National, to take time off instead of payment for the overtime hours worked at a time or times agreed with Pacific National. The agreement must be in writing on each occasion that the employee chooses to elect to take Time in Lieu of an overtime payment for the hours worked.
- (b) If an employee takes time off instead of payment for overtime then the amount of time off is to be equivalent to the actual overtime worked and paid at ordinary rates of pay.

For example, if an employee works two (2) hours overtime, subject to written agreement, that employee will be entitled to two (2) hours time off instead of payment for the overtime hours worked, at a time agreed with Pacific National and those two (2) hours off will be paid at the employee's ordinary rates of pay.
- (c) An employee's Time in Lieu hours will be capped at a maximum of forty-eight (48) hours at any one time.

- (d) The employee must take or have booked and approved to take any accrued Time in Lieu by 30 June each year.
- (e) If requested by an employee, or if the accrued Time in Lieu is unused after 30 June each year, Pacific National will pay out to the employee the Time in Lieu balance at the overtime rate at which it was accrued. An employee who at the time of termination of employment has any accrued but untaken Time in Lieu will be paid the accrued Time in Lieu in their final pay at the overtime rate at which it was accrued.

12 General Rostering Provisions

- 12.1 Pacific National will develop and modify rosters consistent with operational requirements.
- 12.2 Rosters will take into account Pacific National's business and commercial requirements, employee needs and occupational health and safety requirements, including fatigue management principles.
- 12.3 Rosters may be developed to include forecast working, blank line working or both.
 - (a) Rosters will be developed in accordance with operational and commercial needs and must take into account the following:
 - (1) Consultation with the employees. Permanent Full-Time and Part-Time employees may elect to form a rosters committee. Where formed, management will consult with the committee, as part of the consultative process. Where no committee is formed, consultation will occur in accordance with the provisions in Clause 36;
 - (2) Family, social and work commitments;
 - (3) Fatigue obligations;
 - (4) Maintenance of qualifications;
 - (5) Relevant conditions of employment;
 - (6) Duty of care obligations;
 - (7) Optimal staff productivity; and
 - (8) Fair working for the employees.
- 12.4 Specific roster arrangements for terminal operators and support are detailed at Attachment 1 to this Agreement and for permanent Part-Time employees in clause 7.3.

13 Meal Breaks/Rest Breaks

- 13.1 Shift working employees covered by this Agreement shall have a paid meal break of thirty (30) minutes built into the working arrangements for that shift. Meal breaks shall be scheduled or taken at such times that will not unnecessarily interfere with the efficient running of the terminal business. Ordinarily, meal breaks shall be scheduled in a time frame that is ninety (90) minutes either side of the halfway

point of each shift.

- 13.2 Where employees are required to work shifts in excess of ten (10) hours duration, the employee shall be entitled to an additional ten (10) minute paid rest break to be taken at a time that will not unnecessarily interfere with the efficient running of the terminal business.

14 Remuneration

- 14.1 Base Remuneration for each classification level in the Terminal Operations stream and the Support stream are outlined in the Remuneration Tables in ATTACHMENT 2.

14.2 Composition of Total Remuneration

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

(a) Base Remuneration

Base Remuneration for each level and division of the operations and support classifications structure is detailed in the table provided in ATTACHMENT 2 of this Agreement.

(b) Aggregate Penalties

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

- (iii) At each change of roster(s) the APM will be reworked to reflect the hours worked.

- (5) Calculating APM
The following formula is used to calculate the applicable APM based on the roster:

Data required to Calculate an Aggregate Penalty Multiplier			
Base Data	Column A	Shift Multipliers	Column B
↓	Actual number of hours in roster cycle ↓	↓	Hour Equivalents ↓
Day Shift Hours See Note 1	<i>Insert No. of Hours</i>	1.00	<i>Multiply No. of Hours by Shift Multiplier</i>
Afternoon/Night Shift Hours See Note 2	<i>Insert No. of Hours</i>	1.265	<i>Multiply No. of Hours by Shift Multiplier</i>
Saturday Shift Hours	<i>Insert No. of Hours</i>	1.50	<i>Multiply No. of Hours by Shift Multiplier</i>
Sunday Shift Hours	<i>Insert No. of Hours</i>	2.00	<i>Multiply No. of Hours by Shift Multiplier</i>
Sub Totals			

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

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

To calculate the APM use the following:

Part A

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

Part B

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

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

- (7) The change in Afternoon/Night Shift Multiplier from 1.18 to 1.265 will be applied from the first full pay period following the Commencement Date of this Agreement.
- (8) The Afternoon/Night Shift Multiplier from the above table will increase to 1.3 from 29 June 2025.

(c) Aggregate Allowance

- (1) The Aggregate Allowance is intended to cover all allowances applicable to roles in the Operations stream, unless specifically provided for elsewhere in this Agreement.
- (2) An Aggregate allowance of 2.75% of \$70,500 will apply to classifications in the Terminal Operators Stream, which will be adjusted by the percentage increases applicable to the pay rates in this Agreement. There is no aggregate allowance for positions in the Support stream.

(A) Terminal Operations Stream aggregate allowance table:

Operative Date	Base	Allowance of 2.75%
From the first pay period on or after 30 June 2022	\$70,500	\$1,939
From the first pay period on or after 30 June 2023	\$72,615	\$1,997
From the first pay period on or after 30 June 2024	\$74,794	\$2,057

14.3 Remuneration Increases

- (a) Subject to clause 14.3(b), the base remuneration outlined in the tables in **Attachment 2** of this Agreement reflect the increases outlined in the table below. the rates outlined in Sub-Clause 14.2(c)(2) will be increased in the following manner:

Operative Date	Percentage Increase
From the first pay period on or after 30 June 2022	3%
From the first pay period on or after 30 June 2023	3%
From the first pay period on or after 30 June 2024	3%

- (b) The pay increase from the first pay period on or after 30 June 2022 under clause 14.3(a) will be made only to employees that were covered by, and employed under, the Pacific National

Intermodal Terminals Division Terminal Operations Enterprise Agreement 2018, and who are employed and covered by this Agreement at its Commencement Date.

14.4 Bonus Payments

- (a) Employees that work on a master roster where less than 15% of rostered hours fall within the afternoon/night span of 1800 hours to 0600 hours, will receive the following bonus payments:
 - (1) \$1,000 in the first full pay period in December 2022 or the first full pay period pay period following the commencement of the Agreement, which ever is later.
 - (2) \$500 in the first full pay period in December 2023.
 - (3) \$500 in the first full pay period in December 2024.

- (b) Employees that work on a master roster where less than 25% of rostered hours of work fall within the afternoon/night span of 1800 hours to 0600 hours, but more than 15%, will receive the following bonus payments:
 - (1) \$500 in the first full pay period in December 2022 or or the first full pay period pay period following the commencement of the Agreement, which ever is later.
 - (2) \$500 in the first full pay period in December 2023.
 - (3) \$500 in the first full pay period in December 2024.

- (c) Employees will receive the applicable bonus payments stated in this clause based on the Master Roster that the employee is working at the time of payment.

15 Payment of Wages

- 15.1 Wage/salary payments will be made by Electronic Funds Transfer (EFT) on a fortnightly basis in arrears.
- 15.2 Where stand alone payments are due, these will be made by Electronic Funds Transfer (EFT) on a fortnightly basis in arrears. Overtime incurred in the circumstances outlined in this Agreement will be paid in the following pay period.
- 15.3 Fortnightly payments are based on averaging the annual ordinary hours on a fortnightly basis and making payment of one twenty-sixth of annual ordinary time pay each fortnight (notionally seventy-six (76) hours per fortnight), excluding overtime.
- 15.4 Where employment is terminated, the final payout for hours worked will be calculated on the basis of reconciling the completed hours worked with the notional hours paid. Pacific National has the right to

deduct any overpayment of monies from the employee's final payment transferred following the termination of employment.

- 15.5 Pacific National will ensure that employee's pay advice will be provided in accordance with the Act.

16 Stand Down

- 16.1 Pacific National may stand down employees without pay for any time during which they cannot usefully be employed in their normal position because of any cause for which Pacific National cannot reasonably be held responsible.
- 16.2 The employee, and if the employee so chooses, a representative which can include the Union, must receive written notice (which may include email) outlining the date on which the stand down is to commence, the reasons for the stand down and the expected duration of the stand down. This advice is to be provided at least two (2) clear calendar days prior to the stand down commencing. However, in circumstances where Pacific National is aware in advance that employees will be required to be stood down, for example planned maintenance, then Pacific National must give affected employees at least fourteen (14) days notice.
- 16.3 As soon as practicable, and prior to the stand down commencing, Pacific National will consult with the affected employees and the Union. In this regard, the performance of useful work shall be discussed together with the performance of any training and reaccreditation that may be required by Pacific National.
- 16.4 Employees who are stood down under this provision shall be treated for all purposes (other than payment) as having continuity of employment.
- 16.5 Any employee stood down in accordance with this Clause may, at any time during the stand down, terminate their employment without notice and shall be entitled to receive, as soon as possible, any payments to which they are entitled up to the time of the termination.
- 16.6 Any employee who is stood down in accordance with this Clause shall be at liberty to take other employment and, in the event of doing so, Pacific National shall not require the employee to attend work until the employee has worked out a period of notice where required to do so by the other employer.
- 16.7 An employee who is stood down in accordance with this Clause may elect to take accrued leave or leave without pay. Notwithstanding any other provision of this Clause, Pacific National shall not be entitled to deduct any payment for any public holiday, which occurs during a period of stand down.

17 Superannuation and Salary Sacrifice

- 17.1 Pacific National will contribute, on behalf of each employee, an amount at least equivalent to the rate prescribed under the *Superannuation Guarantee (Administration) Act 1992* (Cth) (currently 10.5% at the time of making this Agreement).

- 17.2 Employees have the freedom to choose any legally compliant superannuation fund. New Employees will be issued with a superannuation choice form (which also discloses Pacific National's default superannuation fund) and other necessary documentation to set up the employee's chosen fund.
- 17.3 If the Employee does not nominate a fund, Pacific National will take steps to request details of any previous stapled superannuation funds, and where these exist will make contributions on the Employee's behalf, where required, to such fund. Should no stapled fund exist, Pacific National will make superannuation contributions on the Employee's behalf were required into its default fund.
- 17.4 For all other employees, Pacific National will continue to be a participating member of AustralianSuper (previously known as Superannuation Trust of Australia (STA)). Pacific National will provide superannuation benefits as required by law by making payments to AustralianSuper or to another complying fund nominated by the employee. In all instances either the default or nominated fund must be MySuper compliant.
- 17.5 For employees who were employed by FreightCorp immediately prior to the commencement of their employment with Pacific National shall continue to be a participating member of the following funds:
- (1) State Authorities Superannuation Scheme;
 - (2) First State Super;
 - (3) State Superannuation Scheme; or
 - (4) State Authorities Non Compulsory Superannuation Scheme.
- 17.6 Employees who are injured and subject to payment through workers compensation will receive superannuation payments in line with normal wages, and shall not be disadvantaged when on workers compensation. This applies to all new claims from the date of approval of this Agreement.
- 17.7 Voluntary salary sacrifice arrangements are available for employee's to direct contributions into a superannuation fund of their choice (subject to the rules of the fund to which the contribution is to be made and relevant legislation) and also for salary continuance insurance.

18 Uniforms

- 18.1 Pacific National will provide employees with uniforms, and where required, protective clothing or equipment.
- 18.2 Pacific National will replace uniforms, protective clothing and equipment on a "fair wear and tear" basis.
- 18.3 If Pacific National intends to make significant changes to uniforms and/or protective clothing and equipment issued under this Clause, it will undertake consultation in accordance with the provisions outlined in Clause 36 of this Agreement.

19 Disciplinary Measures

- 19.1 Disciplinary measures are implemented within the context of an overall performance management approach. Employees will at all times be afforded procedural fairness and if the employee so chooses, a representative which may include a Union.
- 19.2 Before implementing disciplinary measures, Pacific National will:
- (a) Gather and analyse any material relevant to the performance issue subject to the disciplinary measures and give the employee a copy;
 - (b) Advise the employee of the allegation(s) of inappropriate performance or behaviour in writing; and
 - (c) Provide the employee with an opportunity to respond to any allegation(s).
- 19.3 During the investigation described above, Pacific National may suspend the employee with pay, during part or all of the investigation. Pacific National will ensure the investigation process is undertaken in a timely manner, ensuring both a fair process and regular engagement with the employee is maintained.
- 19.4 In implementing disciplinary action, Pacific National may:
- (a) Issue a verbal or written caution, warning or reprimand; or
 - (b) Impose a temporary reduction in position or classification level and/or pay (for a period of up to twelve (12) months) which may include a written warning or caution. When this option is implemented, the employee will be required to undertake work activities in accordance with the classification level to which they have been regressed; or
 - (c) Suspend an employee from duty, which may include a written warning or caution, with or without pay for a maximum period of four (4) weeks; or
 - (d) Dismiss an employee.
- 19.5 Employees involved in an operational incident or serious misconduct may be suspended from duty with pay or may be assigned alternate duties within their skills, competency and training until the matter has been investigated and a decision has been made about returning to normal work or implementing disciplinary action or both.
- 19.6 With the exception of a termination, an employee who has a grievance in relation to the application of this Clause shall follow the Resolution of Disputes process outlined in Clause 37 of this Agreement.

20 Termination of Employment

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

Period of Service	Period of Notice
Not more than one (1) year	One (1) week
More than one (1) year and up to three (3) years	Two (2) weeks
More than three (3) years and up to five (5) years	Three (3) weeks
More than five (5) years	Four (4) weeks

Where an employee is over forty-five (45) years of age, a further one (1) week's notice will be provided by Pacific National.

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

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

20.4 Notwithstanding Clause 20.1 above, Pacific National has the right to terminate an employee's employment without notice if the employee is found to have engaged in serious misconduct.

20.5 A casual employee may be terminated with the provision of one (1) day's notice.

20.6 An employee aged fifty-five (55) years or more can elect to provide in writing to the employer notification of at least nine (9) months indicating their intention to retire from the workforce. In providing a minimum of nine (9) months' written notice, if the employee retires on the nominated date (or a later date by mutual Agreement between the employee and the Company) Pacific National will pay (upon termination at the employee's initiative in accordance with the notice provided by the employee under this Clause) a gross sum of six thousand (\$6,000.00) dollars in addition to any other termination benefits to which the employee may be entitled. The employee must confirm the intention to retire through the provision of notice in accordance with Clause.20.2. Upon retirement from the Company, Pacific National will pay the employee the early retirement payment subject to the above as well as the following conditions being met:

- (a) The employee fully participates in training and development during the notice period including, but not limited to, supporting new employees and transferring appropriate knowledge;
- (b) The employee has not been subject to a Personal/Carer's Leave Management Plan, in accordance with Clause 25.9 within the previous twelve (12) months prior to the commencement of the nine (9) months notice period;
- (c) The employee provides a medical certificate for all occasions of personal/carer's leave taken during the nine (9) month notice period; and

- (d) All annual and long service leave is to be taken in accordance with the relevant leave clauses as outlined in this Agreement.

21 Abandonment of Employment

- 21.1 Where an employee is absent from duty for more than five (5) rostered days this shall be considered prima facie an abandonment of his/her employment.
- 21.2 Prior to Pacific National confirming the termination for reasons of abandonment, Pacific National must write to the employee at their last known address, advising the employee that their employment will be terminated should the employee fail to contact their supervisor within a further five (5) days of the date of the letter.
- 21.3 If no response is received, Pacific National shall confirm the termination in writing to the employee and effect any necessary administrative arrangements.

22 Redundancy

- 22.1 A redundancy occurs in a circumstance where Pacific National decides that it no longer requires anyone to perform the employee's role or position in the operations. A redundancy is not triggered by the ordinary and customary turnover of labour. As the result of a redundancy event being triggered Pacific National will investigate suitable alternative positions for the retrenched employee.
- 22.2 For the purposes of Clause 22.1, a suitable alternative position includes, but is not limited to, the following:
 - (a) The employee's skill base, competence and experience or their suitability after the provision of appropriate training and such training is provided by Pacific National (or such other person) to the employee at no cost to the employee; and
 - (b) The position attracts the same or no less favourable terms and conditions of employment overall.
- 22.3 Without limiting the terms of Clause 22.1 above, a suitable alternative position may be a position:
 - (a) elsewhere in Pacific National's operations; or
 - (b) with another related entity to Pacific National; or
 - (c) with an unrelated entity in circumstance where Pacific National has sold all or part of its business.
- 22.4 Where Pacific National decides that it no longer requires the position an employee has been doing to be done by anyone, Pacific National:
 - (a) Shall undertake consultation, as outlined in Clause 36 of this Agreement;
 - (b) Shall explore opportunities for suitable alternative employment;
 - (c) Shall call for expressions of interest in suitable alternative employment and/or voluntary redundancy, where appropriate, from other employees. Pacific National has the right to accept or reject expressions of interest from individual employees; and

- (d) Subject to Clause 22.4 (c), shall make offers to employees for suitable alternative employment, voluntary redundancy and/or initiate involuntary redundancy, as appropriate, following consideration of all of the criteria outlined in this clause.

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

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

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

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

22.7 Severance payments shall be calculated using the following methodology:

- (a) Based on the employee's Base Remuneration at the time of termination.
- (b) Paid on a pro rata basis for part years of service. Pro rata shall be calculated to the day; and
- (c) The rate of payment is four (4) week's pay per year of service up to a maximum of eighty weeks, calculated on the Base Remuneration. 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. Where this entitlement is less than what is contained within the NES, the NES will prevail. The minimum severance payment shall be no less than four (4) weeks.

22.8 Where an employee has been offered an alternative position which would require the employee to relocate, irrespective of whether that position is suitable or otherwise, and the employee chooses to accept the offer of employment in lieu of accepting a redundancy, Pacific National shall offer to pay the employee's relocation expenses, as set out in Clause 39 to a maximum of \$40,613* provided however that the cost of relocation shall be no more than 75% of the cost of the redundancy. This amount shall be adjusted by a formula that applies the Consumer Price Index (CPI) (weighted average of eight (8) capital cities). This adjustment shall be made annually in the first full pay period

following the release of CPI data for the September Quarter each year in respect of changes in the index over the previous year.

22.9 In the event that there is a change in the Home Base Location that is within a 55km radius of the existing Home Base location, it will not trigger this redundancy clause unless mutually agreed by the Pacific National and the employee.

22.10 Technological Change Programs

(a) Where Pacific National implements a Technological Change Program that results in reduced Terminal Operations Workforce needs and that means an employee's position is no longer required, in addition to clause 22.3, Suitable Alternative Position will also mean an available position which becomes suitable by way of reasonable retraining. Factors determining whether retraining/redeploying the employee is reasonable include, but are not limited to:

- i. the skills, experience and qualifications of the employee;
- ii. the amount of time it would take to re-train the employee into a suitable new role;
- iii. the cost incurred, or likely to be incurred, by Pacific National to re-train the employee; and
- iv. the operational and staffing needs of Pacific National at the time of the role being made redundant,

(b) Despite the above the parties recognise the positions listed below are not subject to the above factors and will be deemed suitable redeployment opportunities where the impacted employee can meet the required pre-requisite criteria (eg: mechanical aptitude test for a Rollingstock Maintainer) for the following positions, if available:

- i. Terminal Operator positions in other states;
- ii. Flying & Relieving Crew (Terminal Operators);
- iii. Trainee Rollingstock Maintainers;
- iv. Trainee Locomotive Drivers; and
- v. Any new roles generated by said technological change as agreed by the parties

(c) Where Pacific National implements a Technological Change Program that results in reduced Terminal Operations Workforce needs, Pacific National will consult with the union on its retraining and redeployment plans and opportunities.

(d) Where Pacific National are implementing a Technological Change Program, Pacific National are unable to refuse to retrain and/or redeploy an employee if there are contractors or casuals engaged in the above-named positions in clause 22.10 (b) at the Employee's Home Base in the following circumstances:

- i. Where there are contractors or casuals in equivalent permanent full time position; or
- ii. Within a reasonable period of time of the implementation of the Technological Change Program, new terminals or workloads arising that would give rise to additional positions as listed in clause 22.10 (b) above which are equivalent to permanent full time positions.

- (e) If an employee's role is made redundant and they are retrained under the terms of clause 22.10 into any new position by mutual agreement, the employee agrees that this is a Suitable Alternative Position and therefore the employee is not entitled to a redundancy payment under this clause (but does not exclude the relevant terms of The Act in relation to redundancy, if applicable).

*Figure includes September 2021 CPI Escalation

23 Annual Leave

- 23.1 Permanent employees are entitled to Annual Leave in accordance with the Act and the accrual rates are set out below.
 - (a) A Dayworker shall receive four (4) weeks annual leave being the equivalent to one hundred and fifty-two (152) hours of annual leave for every twelve (12) month period of continuous service.
 - (b) Shiftworkers shall receive five (5) weeks annual leave being the equivalent to one hundred and ninety (190) hours of annual leave for every twelve (12) month period of continuous service.
- 23.2 Part-Time employees have a pro-rata entitlement to Annual Leave based on the entitlement of Full-Time employees.
- 23.3 An employee's entitlement to annual leave accrues progressively during a year of service according to an employee's ordinary hours of work, and accumulates year to year.
- 23.4 Annual leave loading is included in the Aggregate Penalties payment. Refer to Clause 14.2(b)(1)(B).
- 23.5 Annual leave is normally rostered and taken in blocks of one (1) or more calendar weeks. Blocks less than seven (7) days will be subject to Pacific National approval and at the manager's discretion. An employee may apply for unplanned annual leave and Pacific National will, if the leave is approved, roster the annual leave on the basis of the number of calendar days taken. Applications for unplanned leave must be made at least one (1) month prior to the expected commencement date of the unplanned annual leave. This period of notice may be reduced by agreement between the employee and the relevant manager. The employee will be advised within two (2) weeks, whether the application has been approved.
- 23.6 When leave is not part of an annual leave roster the employees may elect to take any block of seven (7) days as a week of annual leave, this like any other leave is subject to approval.
- 23.7 Should the employee's roster cycle be of a weekly average greater than thirty-eight (38) hours, the following will apply.
 - (a) Average hours greater than thirty-eight (38) hours will be deducted from the block of annual leave taken per seven (7) day block. For example, if a roster cycle average = forty (40) hours then the hours to be deducted per leave block will be two (2) hours per week from total hours of Annual

Leave eg staff member takes three (3) shifts equalling thirty-six (36) hours off and their roster average is forty (40) hours, then the following equation is used.

- (1) $A = \text{Roster cycle average hours}$ $B = \text{Total leave hours taken}$
- (2) If $A > 38$ then $B - (A - 38) = \text{Annual leave deducted from employee's entitlement}$
- (3) Should the leave block taken be greater than seven (7) days, the equation will again apply for that period post seven (7) days.

23.8 Annual leave taken in a block of twenty (20) consecutive days or less will be deducted from an employee's accrual at rostered hours. Annual leave taken in a block of twenty-one (21) consecutive days or more will be deducted at thirty-eight (38) hours per week from an employee's accrual.

23.9 Where a public holiday falls during a period of annual leave, Pacific National will credit the employee with hours, based on the employee's rostered hours for that shift.

23.10 Leave should be taken in the year following its accrual. For this to happen, Pacific National will develop rosters, in consultation with affected employees. Employees must take leave in accordance with leave rosters.

23.11 Employees may, subject to approval by Pacific National, exchange rostered blocks of annual leave with other employees in the same position. Exchanges must not create operational constraints and must be cost neutral to Pacific National. Subject to these conditions, Pacific National will not unreasonably withhold approval.

23.12 Where an employee believes that special circumstances exist, they may apply to their manager to defer the taking of their annual leave for up to twelve (12) months. Applications to defer annual leave should be made prior to the posting of the annual leave roster and approval by Pacific National is subject to the operational needs of the business.

23.13 Payment of accrued leave, including upon termination, will be made at the Total Remuneration rate.

23.14 The Parties acknowledge that if, in a particular respect, the Act provides a more favourable outcome for employees than the entitlements in this Clause, then the Act prevails.

23.15 For the development of formal annual leave rosters all employees' annual leave will be on a Sunday to Saturday basis. Variation to this will be by management approval. Otherwise Clause 23.6 applies.

23.16 Cashing Out of Annual Leave

- (a) Employees may, with the Agreement of Pacific National, cash out accrued annual leave as follows:
 - (1) Each request made by an employee must be agreed to in writing by Pacific National.
 - (2) An employee may only cash out accrued annual leave in excess of the equivalent of one (1) years entitlement. That is, after cashing out, an employee must have no fewer than the equivalent of one (1) years entitlement of accrued annual leave.

- (3) The employee must be paid at least the full amount that would have been had the employee taken the leave that the employee has forgone.

24 Public Holidays

24.1 Due to the nature of the work performed by Pacific National, being a business that operates twenty-four (24) hours per day, three hundred and sixty five (365) days per year, employees can be required to work on public holidays in accordance with their respective roster.

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

- (a) New Year's Day; Good Friday; Easter Monday; Christmas Day; Boxing Day; Australia Day; Anzac Day; Queen's Birthday, Eight Hours' Day (Labour Day); and
- (b) Excepting Shiftworkers who shall also be entitled to, on the same basis as above, Easter Saturday; and
- (c) Any other days prescribed by the relevant State or Territory legislation e.g., Melbourne Cup Day in Victoria, Adelaide Cup Day in South Australia or Bank Holiday (which shall be taken on 31 December of each year) in New South Wales. Such days however shall not include those excluded by the regulations of the Act.

24.3 Provisions for Dayworkers

(a) Substitution

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

(b) Payment for Working on a Public Holiday

- (1) An employee shall receive payment for working whole or part of a public holiday in accordance with one of (i) – (iii) below:
 - (i) Where a dayworker is rostered to commence work on a public holiday and actually works, they shall receive their normal pay plus an additional payment of 150% of the Total Base Remuneration (per Clause 14.1) for the entire duration of that shift; or
 - (ii) A day off in lieu (DIL) where approved by Pacific National, plus an additional payment of 50% of the employee's Total Base Remuneration for

all hours worked on the public holiday. Any DIL not taken by 30 June each year shall be paid out at Total Base Remuneration; or

- (iii) Where a Dayworker is not rostered to work on a public holiday but is required to work by Pacific National, all hours worked will stand alone and will be paid at normal overtime rates, as prescribed in this Agreement.

(c) RDO on a Public Holiday

- (1) Where a public holiday falls on a RDO, the employee shall receive their normal pay.

- (d) Notwithstanding Clause 24.1 above, a Day worker not rostered to work on a public holiday is able to refuse to work on a public holiday if the Pacific National request to work is not reasonable or the refusal to work is reasonable.

24.4 Provisions for Shiftworkers

- (a) Shiftworkers have compensation included in their annual cycle of hours, i.e. one thousand nine hundred and seventy-six hours (1976) hours for public holidays set out in Clause 24.2:

(1) Substitution

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

- (b) Payment for working on a public holiday

- (1) An employee shall receive payment for working whole or part of a public holiday in accordance with (i) or (ii) below

- (i) Where a shift worker is rostered to commence work on a public holiday and actually works, they shall receive their normal pay plus an additional payment of 150% of the Base Remuneration (per Clause 14.1) for the entire duration of that shift;

or

- (ii) Where a shift worker is rostered to commence work on the shift working into a public holiday, and is rostered off on the following shift that falls on the public holiday per Clause 24.4(b)(1)(i), the employee shall receive their ordinary payment for the shift worked plus an additional 7.6 hours payment in lieu of the public holiday.

For example: If a public holiday falls on the Monday and an employee is rostered to work on the Sunday Night commencing 2300 hours through to 0700 hours Monday, and the employee is Not Required to commence work again on the Monday (public holiday). The employee will be paid as per the above Clause 24.4(b)(1)(ii).

- (c) Rostered Day Off (RDO) on a Public Holiday
 - (1) Where a public holiday falls on an RDO:
 - (A) Employees shall receive a payment of 7.6 hours; or
 - (B) Shall be entitled to a day off in lieu (DIL), where approved by Pacific National. Any DIL not taken by 30 June each year shall be paid out at the Total Remuneration.
 - (d) Where a public holiday falls during a period of annual leave and/or long service leave, Pacific National will credit the employee with hours, based on the employee's rostered hours for that shift.

24.5 When an employee is rostered to work on a public holiday and is deemed not required (N/R) Pacific National will provide at least seven (7) days notice to the affected employee/s.

25 Personal / Carer's Leave

25.1 General Provisions

- (a) The paid Personal/ Carer's leave entitlement for a permanent Full-Time employee is one hundred and twenty (120) hours per annum, which is 15.79 days entitlement based on a 7.6 hour shift. Any untaken leave will accumulate from year to year, without limit.
- (b) Part-Time employees will receive a pro-rata allocation of Personal / Carer's Leave, no less than NES.

25.2 Medical Certificate

- (a) To receive paid Personal/Carer's Leave, 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:
 - (1) Exceeds three (3) working days; or
 - (2) If a Pacific National 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.

25.3 Except for Clauses 25.1 and 25.2 above, the operation of Personal/Carer's Leave will be in accordance with the provisions of the Act. This includes, but is not limited to, provisions of the Act regarding:

- (a) the method or manner required for taking Personal/Carer's Leave; and
- (b) the provision of documentary evidence regarding Personal/Carer's Leave.

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

- (a) Total Remuneration for up to ninety-six (96) hours per annum;
- (b) Total Remuneration for continuous blocks of leave of ninety-six (96) hours or more; and

- (c) Base Remuneration for hours in excess of ninety-six (96) hours per annum.

25.5 Each shift in respect of which Personal/Carer's Leave has been approved will be deducted on the following basis:

- (a) For all employees, Personal/Carer's Leave deductions will be made in accordance with the rostered hours.

25.6 If:

- (a) An employee has taken personal leave on the basis of an illness or injury; and
- (b) It is considered necessary by Pacific National that the employee attend a medical examination in respect of the illness or injury prior to returning to work,

the employee may be required to attend a medical examination in respect of the illness or injury, conducted by a medical practitioner nominated by Pacific National. Pacific National will meet the cost of examination and any travelling costs.

25.7 If an employee becomes ill or injured whilst on annual leave, Personal/Carer's Leave shall be approved and the employee's leave shall be re-credited, subject to Clause 25.2.

25.8 If an employee becomes ill or injured while on Long Service Leave, Personal/Carer's Leave may be approved and Long Service Leave re-credited in the following circumstances:

- (a) The employee has contacted their manager / supervisor within three (3) days of becoming sick or injured; and
- (b) The illness/injury is supported by a medical certificate.

25.9 Personal/Carer' Leave Management Plan

- (a) Employees that have been subject to a Personal/Carer's Leave Management Plan in accordance with Clause 25.2(a)(2) may be required to provide medical certificates for a further twelve (12) months following the completion of the Personal/Carer's Leave Management Plan for:

- (1) Absences of two or more consecutive rostered working shifts;
- (2) Absences before public holiday, annual leave or RDO's; and
- (3) All absences once four (4) occasions of uncertified absences have occurred.

The above additional twelve (12) month provisions will apply where an employee who has been subject to a Personal / Carer's Leave Management Plan in accordance with Clause 25.2(a)(2) has not significantly improved their use of Personal/Carer's Leave during the initial twelve (12) month period without reasonable justification.

25.10 Medical retirement

- (a) Where an employee has no reasonable prospect of returning to perform the position they are appointed to, owing to the nature of their illness or injury, Pacific National will examine opportunities for reclassification to an alternate position or may initiate action to terminate the

employee's employment contract. The employee shall submit a claim for disability retirement to the relevant superannuation fund immediately upon becoming eligible to submit such a claim.

- (b) Where medical retirement is progressed, the employee is to utilise all of his/her accumulated Personal/Carer's Leave prior to a medical retirement taking effect. This provision does not apply to an employee on Worker's Compensation as they are not entitled to take accumulated Personal/Carer's Leave before medical retirement.

25.11 Sick Leave pending Worker's Compensation

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

26 Unpaid Carer's Leave

- 26.1 The entitlement to Unpaid Carer's Leave will be in accordance with the Act.
- 26.2 An employee is entitled to a period of up to two (2) days unpaid carer's leave for each occasion when a member of the employee's immediate family, or a member of the employee's household requires care or support during such a period because of:
 - (a) A personal illness, or injury, of the member; or
 - (b) An unexpected emergency affecting the member.
- 26.3 Unpaid Carer's Leave may be taken in a single unbroken period of up to two days or in any separate periods as agreed between the employee and Pacific National.
- 26.4 An employee is only entitled to Unpaid Carer's Leave if the appropriate documentation and notice is provided as outlined in the Act.
- 26.5 Unpaid Carer's Leave is only available where an employee has exhausted their entitlement to paid Carer's leave or has no entitlement to paid Carer's leave.
- 26.6 Notice of the taking of Unpaid Carer's Leave is expected to be given to Pacific National prior to the commencement of the employee's shift, but where this is not possible, as early as is reasonably practicable to do so.
- 26.7 If the care or support required is because of a personal illness, or injury, a medical certificate from a registered health practitioner will be provided by the employee where it is reasonably practicable to do so otherwise a statutory declaration will be adequate which includes a statement to the effect that the employee requires (or required) leave during the period to provide care or support to the member of their household because the member requires (or required) care or support during the period because of:
 - (1) A personal illness, or injury, of the member; or
 - (2) An unexpected emergency affecting the member.

27 Long Service Leave

- 27.1 Subject to Sub -Clauses 27.10 and 27.11 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 (subject to clause 27.9).
- 27.2 Subject to SubClause 27.10 and 27.11 below, for each year of additional service above ten years, Long Service Leave will accrue at the rate of fifty (50) hours of leave per year of service thereafter.
- 27.3 An employee may elect to receive a cash payment in-lieu of taking Long Service Leave, subject to Agreement by Pacific National. 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 and subject to the employee's relevant state or territory long service leave legislation.
- 27.4 In the event of termination for employees who have in excess of five (5) years service but who have not yet qualified for Long Service Leave as per Clause 27.1 and/or 27.10 and 27.11, any pro-rata Long Service Leave accrued for such service will be paid out. If the termination is for misconduct or disciplinary reason, no payment shall be made, subject to the employee's relevant state or territory long service leave legislation.
- 27.5 Employees will apply for Long Service Leave and Pacific National will roster Long Service Leave on the basis of the number of calendar days to be taken. Applications to take long service leave must be made at least one (1) month prior to the expected commencement date for approval by the relevant manager. The employee will be advised at least two (2) weeks prior to the applied commencement date. Subject to mutual agreement between an employee and their manager, this period of notice may be reduced.
- 27.6 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.
- 27.7 Pacific National can roster Long Service Leave following consultation with the employee and/or their representative a minimum of four (4) weeks prior to the commencement of the requirement to take the leave.
- 27.8 Long Service Leave will be paid at the Base Remuneration.
- 27.9 Other than as provided for in this Agreement and for the avoidance of doubt, this Clause 27 shall operate to the total exclusion of any industrial instrument purporting to deal with an employee's

entitlement, accrual or process to take long service leave. The accrual of Long Service Leave under this Agreement will be no less than the employee's entitlement under applicable state legislation.

27.10 Special provisions for some former National Rail employees

- (a) This Clause relates to employees who were former National Rail employees and who were employed by Pacific National (ACT) Pty Ltd as at 27 February 2004, and who have had continuous service with Pacific National since that date. For these employees the long service leave outlined in Clause 27.1 and 27.2 will be paid at the Total Remuneration rate.

27.11 Special provisions for some former FreightCorp employees

- (a) This Clause relates to employees who were employed by FreightCorp as at 21 February 2002 and who have had continuous service since that date with Pacific National. These employees have the following entitlement to long service leave in place of the provisions outlined in Clause 27.1 and 27.2 above:
 - (1) Two (2) calendar months of paid leave after ten years service;
 - (2) Fifteen (15) calendar days leave for each additional year of service beyond ten (10) years.
 - (3) Book-off days and weekends are considered part of the leave and are not paid separately.
 - (4) Long Service Leave for these employees is paid at Base Remuneration.

28 Trauma Leave

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

29 Domestic Violence Leave Policy

- 29.1 Employee's will be entitled to up to 10 days Family or Domestic Violence Leave (**FDV Policy**) paid at total remuneration. Such Family or Domestic Violence Leave will be given and taken in accordance with the FDV Policy but will not be incorporated into or form part of this Agreement.
- 29.2 The FDV Policy will operate in place of, and provide at least the same entitlement or better, than the NES terms in relations to Family and Domestic Violence Leave.

30 Compassionate Leave

- 30.1 Employees are entitled to two (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.
- 30.2 Notwithstanding the provisions of Clause 30.1 above, paid Compassionate Leave of up to five (5) days will be available where a death involves the employee's spouse or partner or former spouse or child (which child will include a step, foster or adopted child) or Parent, step-parent, grandparent or grandchild of either the employee or their spouse and brothers and sister of either the employee or their spouse.
- 30.3 Compassionate Leave shall be paid at the Total Remuneration.

31 Parental Leave

- 31.1 Eligible employees are entitled to Parental Leave in accordance with the NES. An Eligible employee is defined as a permanent employee with a minimum of twelve (12) months continuous service with Pacific National or related entity.
- 31.2 Upon request an employee will be provided with a copy of the Pacific National Parental Leave Policy as amended from time to time (**Policy**) outlining the process for accessing Parental Leave. The Policy is not incorporated into or form part of this Agreement.
- 31.3 In accordance with the Policy, the following Parental Leave is provided to employees who have at least twelve (12) months continuous service:
- (a) Primary Caregiver Leave: Up to twelve (12) weeks of paid parental leave, or up to 24 weeks of paid parental leave at half pay;
 - (b) Secondary Caregiver Leave: one (1) week of paid parental leave.
- 31.4 Employees are entitled to Parental Leave in accordance with the relevant provisions of the Act which, for the avoidance of doubt, includes Adoption Leave.
- 31.5 Where paid forms of leave, i.e. Annual Leave or Long Service Leave, are taken in conjunction with Parental Leave, the total duration of leave period available to be accessed by the employee will be up

to fifty-two (52) weeks subject to any application for an extension to the Parental Leave in accordance with the Act. Paid Parental Leave referred to in Clause 31 shall be paid at the Base Remuneration.

32 Leave Without Pay

- 32.1 Pacific National may approve Leave Without Pay subject to the needs of the business and at the discretion of the employee's manager. Periods of Leave Without Pay shall not exceed twelve (12) months.
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33 Jury Service

- (a) Employees called for Jury Service will be provided leave for the period of their attendance subject to the production of supporting evidence.
- (b) Payment for leave for Jury Service will be made at the difference between the employee's Total Remuneration and monies received paid by the Sheriff's office, Court or other organisation for their attendance for jury service. The employee must provide Pacific National evidence of monies received for Jury Service.
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34 Special Leave

- 34.1 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.
- 34.2 Each application for leave under this provision will be assessed on its merits. Approval will be granted subject to the operational requirements of the work unit or team. Pacific National will not unreasonably withhold such approval.
- 34.3 Pacific National will provide unpaid leave for defence force reservists in accordance with the requirements set out in the *Defence Reserve Service (Protection) Act (Cth) 2001*.
- 34.4 Special Leave is paid at the Base Remuneration.
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35 Home Base And Sign On/Sign Off Provisions

- 35.1 Upon commencing employment, an employee shall be allocated to a Home Base. A Home Base is a geographic location, e.g. a town, or a major facility (e.g. a Depot or terminal). At a Home Base a

specific location may be nominated by Pacific National as a Sign On/Sign Off point at which the employee shall normally commence and finish a shift.

35.2 For the purposes of this Clause, the Home Base for employees at the time of the lodgement of this Agreement shall be that location, depot, terminal or office where they generally commence and finish work.

35.3 Sign On and Sign Off points within a Home Base or away from a Home Base may be varied by Pacific National following consultation with the affected employees:

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

- (1) Secure car parking, if required overnight;
- (2) Amenities including equipped meal room and toilet;
- (3) Communications; and
- (4) Air-conditioned office to the required standard including equipped meal room and toilet.

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

- (1) Where an employee is required to Sign On or Sign Off outside their Home Base, payment for excess travelling time may apply.
- (2) Payments for excess travelling time will apply where the time taken by the employee to travel to the Sign On/Sign Off point exceeds by more than fifteen (15) minutes the usual commute time from the employee's residence to the usual Home Base. Where this is the case, the employee will be paid the excess travelling time for the whole of the time travelling calculated in blocks of ten (10) minutes (eg, 18 minutes of time travelling will be paid at 20 minutes). Payment for excess travelling time will be made at Base Remuneration.

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

- (1) Where an employee uses his/her own vehicle to travel to another Sign On/Sign Off point, the employee shall be reimbursed for additional expense associated with any extra distance from the employee's usual residence to their usual Home Base (e.g. usual commute seven (7) kilometres, commute to new Sign-On/Sign-Off point twelve (12) kilometres – reimbursement for five (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.
- (2) For other travel, i.e. public transport, the additional costs which are reasonably incurred shall be reimbursed, however pre-approval is to be obtained before the use of Taxis as other travel.

(d) Where an employee finishes work at a location that is different to the Sign On location, Pacific National must provide transport back to the Sign On point, unless otherwise agreed. In these circumstances, actual Sign Off will be on the return to the Sign On location and shall be within the shift length.

- (e) It is an employee's responsibility to convey themselves to their designated Sign On point. However, with respect to Sign On/Sign Off point outside the usual Home Base, in cases where, because of genuine hardship, employees are unable to transport themselves to a Sign On point, Pacific National will provide transport to the Sign On point at no cost to the employee. Genuine hardship may include personal commitments such as family responsibilities.
- (f) Roster officers will apply their best endeavours to minimise the impact of employees' entitlement to intervals between shifts where excess travelling time is a factor. Excess travelling time, as described in Sub-Clause (b) above, shall be included in an employee's fatigue scoring.

36 Consultation and Change

Consultation

- 36.1 The Parties are committed to pursue all opportunities to adopt the world's best practices through modern technology and continuous improvement to all aspects of Pacific National's operations.
- 36.2 Levels of manning, equipment and methods of operation may be varied from time to time by Pacific National to reflect the need for safe work practices, improved technology, and new types of machinery or systems, customer service needs or for any other reason.
- 36.3 Pacific National having made a definite decision that it intends to proceed with any significant change shall issue a notification (including a change to the regular roster or ordinary hours of work of employees where Consultation has not occurred in accordance with Clause 1.1 of Attachment 1 of this Agreement) in writing, advising:
 - (a) The affected employees, or their Representatives and their Union;
 - (b) The nature of the change;
 - (c) The reason for it;
 - (d) The timing of it; and
 - (e) Any other relevant information.
- 36.4 Pacific National shall allow the employee, their Representative and the Union, an opportunity to express their view or concerns. For a change to the regular roster or ordinary hours of work, Pacific National will invite employees to give their views about the impact of the change (including any impact in relation to their family or carer responsibilities). Pacific National will allow employees, their Representative and their Union to actively participate in the consultative process. That is, allow for the

reasonable release and payment of employees to attend meetings and access to entitlements as provided for in Clause 38 of this Agreement.

- 36.5 Pacific National shall genuinely consult and consider any views or advice from the employees, their Representative and their Union in relation to the proposed change and provide written reasons addressing concerns raised by employees and or employee Representatives.
- 36.6 This consultative process must be completed within a period of fourteen (14) days from the date of notification by Pacific National as set out in Clause 36.3 above, subject to the provisions of 36.4 being complied with. Failure to comply with the provisions of 36.4 will delay and or extend the fourteen (14) day period accordingly.
- 36.7 Should Pacific National fail to provide the notification as required in Clause 36.3 above, Pacific National shall not implement any of the proposed changes until such time that the proper notification of change has been provided and the consultation process set out in Sub-Clause 36.4 has been complied with.
- 36.8 Further, where Pacific National has failed to engage in any consultation what so ever with the affected employees, their Representative or their Union, may issue Pacific National, within seven (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 4 of this Agreement. Upon receiving such notice of dispute Pacific National will not implement the change and or cease the change should it have been already implemented.
- 36.9 It is agreed between the Parties that after the above notification and consultation process has satisfactorily taken place, Pacific National, may implement change after a further fourteen (14) days.

Significant Change:

- 36.10 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

- 36.11 Notwithstanding the above, once the notification has been provided or consultation has commenced in accordance with this Clause, either party may notify FWC of a dispute, in accordance with Clause 36, with respect of the proposed change. In such circumstances, Clause 37.2(a) to 37.2(d) need not be followed.

Right to Arbitration:

- 36.12 Either party shall have the right to have FWC arbitrate a dispute arising under this Clause in circumstance where a party has failed to follow the notification and or the consultation process outlined in Clause 36.3 and 36.4 above.
- 36.13 The employees with their representatives shall have a further right to arbitrate a dispute where Pacific National have introduced the change and the provisions of Clause 36.8 have been enacted.

37 Resolution of Disputes

- 37.1 Employees may be represented at any stage of the Resolution of Disputes process by a Representative of their choosing which may include a Union.
- 37.2 Where a dispute or grievance arises between Pacific National and its employees in relation to the application of this Agreement, NES or other workplace change, the following will occur:
- (a) Where an employee 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 5 of this Agreement.
 - (b) Where the employee or their Representative who lodges the dispute/grievance elects to commence the dispute settling process with this step, the employee(s) who is (are) affected by the decision will discuss the matter with their local manager. This may be appropriate, even where the local manager was not the Pacific National manager who made the decision which is the subject of the dispute notice.
 - (c) The local manager will consider the issues raised and will respond to the employee who lodged the notice within twenty-four (24) hours. This response may be verbal or in writing, if so requested.
 - (d) If the dispute/grievance remains unresolved, it may be referred to the Manager Operations and if the employee(s) affected so request, a Union Representative for discussion.
 - (e) This discussion must be concluded within forty-eight (48) hours.
 - (f) If the dispute/grievance remains unresolved, it may be referred to the Group General Manager of the relevant business unit and if the employees(s) affected so request, a Representative, which may include a Union. Where an employee chooses a Union to represent them, the relevant State Secretary or National Secretary (or their nominee) may choose to be involved in these discussions.
 - (g) These discussions must be completed within forty-eight (48) hours.
 - (h) If the dispute/grievance remains unresolved, a "cooling off period" of forty-eight (48) hours (excluding weekends and public holidays) will occur at this stage of the process. During this period, the Parties may continue to have discussions at whichever level they regard as most likely to assist in resolving the dispute/grievance. The Parties may agree, at this point, to utilise mediation to resolve the dispute.
 - (i) During, or at the conclusion of the cooling off period, either party may decide to refer the matter to a mutually acceptable independent mediator or the FWC for the purpose of conciliation of the dispute. The conciliation must occur as soon as reasonably practicable.
 - (j) Where a dispute/grievance is escalated to the point of involvement of either an independent mediator or the FWC in conciliation, the Parties acknowledge the significance of this point being reached. Therefore, any recommendation made by the independent mediator or FWC in an attempt to assist the Parties to resolve the dispute/grievance will be treated as highly influential.

- (k) Where both Parties agree, they may empower the mediator or member of the FWC to resolve the matter by arbitration.
- 37.3 Any of the steps in the process may be removed where both Parties agree. Likewise, the Parties may agree to extend the timeframes within which each of the steps are to be completed.
- 37.4 At all times during this process work shall continue in the matter it was being performed immediately before the dispute or grievance.

38 Representatives

- 38.1 Pacific National recognises workplace delegates who are authorised by the Union and will permit such delegates to perform their role without discrimination. This Clause is subject to the delegates concerned continuing to act in accordance with their contract of employment and the terms and conditions of this Agreement.
- 38.2 It is further recognised that workplace delegates represent Union members at the workplace and will be allowed reasonable time to attend to any work related matters, without limitation, on behalf of Union members but must advise their supervisor prior to attending to any such matters.
- 38.3 Pacific National will allow workplace delegates reasonable access to telephone, facsimile, photocopying and email services, where available and provided, for the purpose of carrying out their role. The use of resources by a workplace delegates will be subject to the delegate complying with the prevailing company policy provisions (which shall not impose unreasonable restriction on the operation of this Sub-Clause) and the specific directions of the site manager.
- 38.4 Workplace Delegates will be entitled to reasonable unpaid time off to attend Union meetings, congresses and conferences, subject to operational constraints. Workplace delegates seeking such leave are required to give fourteen (14) days notice and Pacific National will not unreasonably refuse to approve such leave.
- 38.5 Pacific National will provide a lockable notice case to be used by workplace delegates for posting formal Union notices signed off by the delegates and or Union official. All material posted must be authorised by the relevant Union.
- 38.6 Special paid leave, at base ordinary hours, will be granted to employees of Pacific National who are elected through the Australian Electoral Commission as delegates of their Union to attend their Union's National Council, National Executive, Branch Council, Branch Executive and Divisional Committee meetings or their equivalent.
- 38.7 To be eligible for special paid leave, the employee:
 - (a) Is required to apply for leave at least four (4) weeks prior to the meeting;
 - (b) Is required to provide documentary evidence, signed by the appropriate authorised Officer of the Union, that they are an elected delegate of the Union and are required by the Union to attend the meeting. This documentation must also include the duration of the meeting.

39 Transfer of Existing Employees

- 39.1 Pacific National proposals that may require an employee to relocate will be subject to the consultative provisions outlined in Clause 36 of this Agreement. With any final decision regarding the individual employee, the relocation will be made on assessment of the individual's circumstances with regard to reasonableness.
- 39.2 Where a transfer instigated by Pacific National requires the employee to relocate their residence, Pacific National will meet reasonable relocation expenses.
- 39.3 Based on individual circumstances, the following expenses will be met:
- (a) Housing expenses, including:
 - (1) Costs associated with selling a residence at the "old" location, including Agent's commission, legal expenses, stamp duty and Bank charges.
 - (2) Costs associated with the purchase or construction of a new residence at the "new" location, where that residence will be the usual place of residence, such as legal expenses, stamp duty, bank charges, connection of utilities and mortgage insurance (one-off payment).
 - (b) Removal expenses, including removalist's fees, insurance charges and temporary storage (up to twelve months).
 - (c) Travel expenses, including:
 - (1) One familiarisation visit, of up to five (5) days with travel costs, to the limit of economy class airfares for the employee and spouse to visit the location to examine housing and other services; and
 - (2) Actual travel costs, to the limit of economy class airfares for the employee and family during the actual relocation.
 - (d) Resettlement Allowance
 - (1) Resettlement Allowance is provided to cover the costs of temporary accommodation for employees and their families until a permanent residence is available. Resettlement Allowance is paid as a reimbursement to cover actual costs incurred for temporary accommodation on the following basis:
 - (A) Employees with dependants may be reimbursed up to the value of six (6) weeks pay, calculated on their Base Remuneration, where the dependants accompany them; or
 - (B) Employees without dependants will be reimbursed up to the value of three (3) weeks pay, calculated on their Base Remuneration.

- (C) Employees who transfer at their own request will meet all costs associated with any relocation.

40 Temporary Transfer

- 40.1 Where required by the business, employees may be temporarily transferred to a different Home Base for a period of time. Temporary Transfer will be used to support commercial activities affected by variable demand and traffic volumes and/or temporary staff shortages.
- 40.2 In the first instance, volunteers will be called for temporary transfer. In the event that insufficient employees volunteer, employees may be selected for temporary transfer. Employees will be temporarily transferred away from their Home Base for a period of not more than six (6) weeks in any twelve (12) month period, unless mutually agreed. Any decision regarding individual employee Temporary Transfer will be made on assessment of the individual's circumstances with regard to reasonableness.
- 40.3 Pacific National will provide the means of travelling to and from the temporary location if required. Reasonable time allowances for travelling to and from all locations where motor vehicles are utilised, will apply. Employees will be paid travelling time on a stand alone basis, which means that the time will not be deducted from the Annual Cycle Hours. Employees who are temporarily transferred may be authorised to use their own vehicles to travel to and from the temporary location.
- 40.4 Reimbursement for use of private motor vehicle will be in accordance with the relevant Pacific National policy. When temporarily transferred, the employee has the option of an expense allowance or reimbursement of reasonable expenses associated with temporary location transfer. Such reimbursement or allowance will be in accordance with the relevant Pacific National policy. Employees may elect to receive the allowance in advance upon request.
- 40.5 Employees who are temporarily transferred to a location which does not permit them to return to their Home Base daily shall be paid expenses at the rate of \$214.44* for each full day away from their Home Base. The payment of expenses is on the following basis:
- (a) This daily rate is made up of \$25.67* for each breakfast and each lunch, \$32.26* for each dinner and \$130.84* for each bed.
 - (b) No allowance for breakfast, lunch, dinner or bed, as the case may be, shall be granted to an employee unless they commence travelling from their Home Base earlier than the time specified in the table below and return to their Home Base after the time specified in the table below:

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

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

*Figure includes September 2021 CPI Escalation

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

41 Salary Maintenance

41.1 Existing Employees on Salary Maintenance

- (a) Pacific National employees who were on Salary Maintenance pursuant to Clause 43 of the Pacific National Enterprise Agreement 2004 will continue to receive Salary Maintenance on the same grounds as was provided in that Clause indefinitely.
- (b) Employees who entered Salary Maintenance pursuant to Clause 33 of the Pacific National Intermodal Division Terminal Operations Enterprise Agreement 2006 will continue to receive Salary Maintenance on the same basis as was provided in that Clause.

41.2 Employees who start Salary Maintenance during this Agreement

- (a) Employees engaged prior to 27th January 2007

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

- (1) The employee will retain the classification they held at the date of lodgement of this Agreement and receive the pay increases applicable under this Agreement.
- (2) If the employee is promoted during the life of this Agreement, they will be salary maintained on their Total Remuneration for a period of twelve (12) months (and receive the annual remuneration increases prescribed in Clause 14.3) before reverting to being salary maintained at the level in Clause 41.2(a)(1) above.

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

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

- (1) The employee will receive the Total Remuneration applicable to their former position for a period of twelve (12) months (and receive the increases prescribed in Clause 14.3 during this period).
- (2) At the conclusion of the twelve (12) month period, the employee will revert to and be paid the applicable Total Remuneration for the position they are actually occupying.

41.3 Reasonable Alternative Offers

- (a) Employees receiving salary maintenance through the application of this Clause will be required to accept a reasonable offer for appointment to a position that has an applicable salary equal to or greater than their maintained salary. Reasonable within this context will have regard to consideration of the skills, knowledge and experience possessed by the employee and those required for the proposed position. Reasonable will also be considered within the context of the location of the proposed position.
- (b) Where an employee rejects a reasonable offer for appointment under this Clause, their salary will revert to that of the position that they are actually occupying.

42 Medical Assessments

- 42.1 Where, through the operation of the National Standard for Health Assessment of Rail Safety Workers ("National Standard") an employee is required to undertake a Health Assessment, Pacific National will pay cost of the medical assessment up to the "Determination", including the Medical Assessment itself, a stress electrocardiogram ("ECG"), if required, and/or other referred test(s). Post determination the company will also pay for stress ECG tests and fasting blood glucose.
- 42.2 The Determination occurs when a qualified health professional, in satisfaction of the National Standard, has determined that the employee is either:
 - (a) Fit for Duty;
 - (b) Fit for Duty Subject to Review;
 - (c) Fit for Duty Subject to Job Modification;
 - (d) Temporarily Unfit for Duty Subject to Review; or
 - (e) Permanently Unfit for Duty.
- 42.3 If further tests are required following the Determination, Pacific National will only be liable to cover the costs of such tests where it is identified that there was no basis for this referral – i.e. there is no apparent underlying condition that should have prompted such referral.
- 42.4 In order to ensure privacy is maintained in relation to the medical files, where an employee seeks to claim such costs in these circumstances, the Chief Medical Officer or suitably qualified nominee will

review the case file and make a determination as to whether the referral was justified. The decision of the Chief Medical Officer in such matters will be final.

42.5 Where it is determined that the referral was not justified, Pacific National will:

- (a) Reimburse the employee for the medical costs incurred as a result of the referral; and
- (b) Re-credit any sick leave that has been used as a result of being unable to perform their duties as a result of the referral.

42.6 The above provisions do not exclude any obligations arising under the applicable Worker's Compensation legislation.

42.7 Payment for Pathology Blood Testing

- (a) Where an employee is required to participate in a periodical pathology blood test prior to their Medical Assessment, this may occur during normal rostered hours or in their own time.
 - (1) 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 twenty (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.
 - (2) Where an employee is required to take the blood test outside of their normal rostered time, the employee shall be entitled to a \$150 allowance. 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 (4) weeks prior to the Medical Assessment. If this notice is not given, the employee shall be paid an additional allowance of \$90.

43 Workplace Relations Training

- 43.1 Workplace relations training is specifically targeted at maintaining harmonious workplace relations between Pacific National and its employees.
- 43.2 Unions will identify training course content and ensure that all training is delivered by appropriately qualified trainers. Unions will fund all costs associated with the development and delivery of workplace relations training programmes.
- 43.3 Pacific National Intermodal Terminals will allow a maximum of 500 hours in total per year for such training.

44 Employee Representative Committee

- 44.1 Pacific National agrees to facilitate quarterly Employee Representative Committee (**ERC**) meetings for the National Terminal Operators of up to 6 hours, for employee representatives to meet with management. Pacific National will use its best endeavours to facilitate two meetings annually in person, and two meetings by video conference.
- 44.2 Immediately prior to the ERC commencing, employee representatives will be provided with up to 2 hours to meet.
- 44.3 The ERC meeting will provide the opportunity to discuss and raise issues of employee concern or feedback, including but not limited to policy matters, disciplinary trends, opportunities for improving the workplace and the way work is performed.
- 44.4 ERC representatives will be released from duty to attend ERC meetings without loss of pay and paid at total remuneration. If an ERC meeting falls on an RDO, representatives will be paid at their base rate of pay for 8 hours.
- 44.5 Pacific National will coordinate, and cover the cost of, travel arrangements (flights and accommodation) for employee ERC representatives.
- 44.6 The ERC will meet and operate in accordance with the ERC Terms of Reference (**ERC Terms**) as amended from time to time by the ERC by agreement. The ERC Terms do not form part of and are not incorporated into this Agreement.

45 Non-invasive drug testing

- 45.1 Pacific National agree to transition to non-invasive drug testing within twelve (12) months of all relevant states permitting saliva-based drug testing by law.
- 45.2 'Non-invasive drug testing' means testing for illicit substances using a saliva-based method.

46 Individual Flexibility Arrangement

- 46.1 An employer and employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if
 - (a) The arrangement deals with one (1) or more of the following matters:
 - (1) Arrangements about when work is performed;
 - (2) Overtime rates;
 - (3) Penalty rates;
 - (4) Allowances; and/or
 - (5) Leave loading.

- (b) The arrangement meets the genuine needs of the employer and employee in relation to one (1) or more of the matters mentioned in paragraph (a); and
- (c) The arrangement is genuinely agreed to by the employer and employee.

46.2 The employer must ensure that the terms of the Individual Flexibility Arrangement:

- (a) Are about permitted matters under section 172 of the Act;
- (b) Are not unlawful terms under section 194 of the Act; and
- (c) Result in the employee being better off overall than the employee would be if no arrangement was made.

46.3 The employer must ensure that the individual flexibility arrangement:

- (a) Is in writing; and
- (b) Includes the name of the employer and employee;
- (c) Is signed by the employer and employee and if the employee is under eighteen (18) years of age, signed by a parent or guardian of the employee; and
- (d) Includes details of:
 - (1) The terms of the Agreement that will be varied by the arrangement; and
 - (2) How the arrangement will vary the effect of the terms;
 - (3) How the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) States the day on which the arrangement commences.

46.4 The Employer must give the employee a copy of the Individual Flexibility Arrangement within fourteen (14) days after it is agreed to.

46.5 The employer or employee may terminate the Individual Flexibility Arrangement:

- (a) By giving no more than twenty-eight (28) days written notice to the other party to the arrangement;
or
- (b) If the employer and employee agree in writing — at any time.

47 Internal Transfer of Work

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

48 Picnic Day - former FreightCorp Employees Only

- 48.1 This Clause will apply to current employees of Pacific National who are employed on a Full- Time or Part-Time basis and were employed by FreightCorp (the “Former Employer”) as at 21 February 2002 and have had continuous service with Pacific National from that date.
- 48.2 For the purposes of this Clause, one Picnic Day shall be organized between 1 December and 31 January in a twelve (12) month cycle.
- 48.3 Further to Clause 48.2 above, to be eligible to receive the Picnic Day, an employee must purchase a Picnic Day ticket from the Picnic Day committee and attend the picnic.
- 48.4 An employee who attends the Picnic Day in accordance with this Clause shall have their rostered hours credited to their Duty (roster) Cycle.
- 48.5 An employee who has purchased a Picnic Day ticket but has been rostered to work and is required to work on the same day as the Picnic Day falls due shall have the actual time worked credited towards their Duty (roster) Cycle. In addition, the employee may choose to either receive payment for 7.6 hours at the single time rate of pay, or, if agreed with their manager/supervisor, take 7.6 hours off in

lieu at another time. In this case, the 7.6 hours off must be taken within the employee's same Duty Cycle as the picnic day occurred.

49 Travel Passes – Former FreightCorp Employees Only

- 49.1 Subject to Sub-Clause 49.3 and 49.4, a Pacific National employee who at the time of the sale of FreightCorp (21 February, 2002) had an entitlement to an employee Travel Pass will retain that entitlement. For the avoidance of doubt, it is intended that employees will be entitled to the same Travel Pass benefits, including holiday and interstate Travel Passes that were in place for FreightCorp employees at the time of the sale.
- 49.2 An employee's prior service with FreightCorp will be taken into account in determining entitlements under this provision.
- 49.3 This Clause does not apply to any employee who chose to relinquish their Travel Pass entitlements in return for a payment at the time of the sale of FreightCorp. However, employees who "cashed out" and relinquished their Travel Pass entitlements in conjunction with the sale of FreightCorp will continue to be eligible for a Gold Pass, subject to the normal length of service requirements.
- 49.4 This Clause does not apply to any employee who has or who may choose to relinquish their Travel Pass entitlements in return for a payment at any other time. In this circumstance, all Travel Pass entitlements will be extinguished following the decision to "cash out" the Travel Pass entitlement, including any future entitlement to a Gold Pass.
- 49.5 This Clause does not apply to any employee who has or who may choose to temporarily relinquish their Travel Pass entitlements (whether it is a Travel Pass or Gold Pass) for that relevant year in return for an annual payment. In this circumstance, all Travel Pass entitlements will be temporarily extinguished for that relevant year following the decision to cash out the Travel Pass entitlement.
- 49.6 The temporary cash out of the Travel Pass entitlement outlined in Clause 49.5 will not affect an employee's future Travel Pass entitlement (including any future entitlement to a Gold Pass).
- 49.7 For clarification purposes, employee entitlements are detailed in Pacific National Human Resources Policy number ten (010) revision number two (02) Dated August 2003. The position referred to as "FreightCorp Officer Level 3 Division One", is any position above level 2.4 of the Support Classification Structure detailed elsewhere in this Agreement.

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 _____ 2022

Signed for and on behalf of
PACIFIC NATIONAL

In the presence of

PAUL SCURRAN
(name)

SHARON JORRANS
(name)

CEO
(Title)

EA
(Title)

[Signature]
(signature)

[Signature]
(signature)

of PACIFIC NATIONAL, L16, 15 BLUE ST NORTH SYDNEY NSW 2060
(address)

Being an authorised signatory for the 'Pacific National – Intermodal Division, Terminal Operations' as defined in Clause 2 of the Agreement.

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

In the presence of

MARK DAVENPORT
(name)

Leanne Holmes
(name)

NATIONAL SECRETARY
(Title)

National Vice-President **Affirmative Action**
(Title)

[Signature]
(signature)

Leanne Holmes
(signature)

of 5.01, 377 Sussex St, Sydney, NSW, 2000
(address)

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

ATTACHMENT 1

Permanent Full-Time Rostering Guidelines

Rostering Guidelines – Terminal Operators & Operations Support

1 Rosters

1.1 Consultation

- (a) Employees may elect to form a rostering committee. Where a rostering committee is formed, Pacific National will consult with the committee as part of the consultative process to develop and modify rosters consistent with operational requirements. Where no rostering committee is formed, consultation on changes to rosters will occur in accordance with the provisions outlined in Consultation and Change Clause 36.
- (b) Pacific National, in consultation with the local rostering committee (where formed), will develop and modify rosters consistent with operational requirements.

1.2 Roster Development

- (a) The Master Roster shall be exhibited primarily for the purpose of indicating all rostered days off (RDOs) and all known work. Additional RDOs may be inserted into the Master Roster.
- (b) Where a change to a Master Roster is proposed, consultation, as outlined in Consultation and Change Clause 36. This will commence at least twenty-eight (28) days prior to the intended implementation date of the new roster.
- (c) Following consultation, the final Master Roster is to be posted at least fourteen (14) days in advance of its implementation, or unless otherwise agreed by both Parties. At this time, employees will be notified of which line in the roster they will commence.
- (d) The Master Roster will include Sign On and Sign Off times.
- (e) Changes to a Master Roster will be made mindful of balancing the business demands and the needs of employees. The number of changes to Master Rosters, where such a change impacts on a RDO, shall not exceed four (4) per annum, unless by Agreement at each affected worksite. Where a variation to the Master Roster is proposed which does not impact on an RDO, but is only:
 - (1) A variation to existing rostered working; or
 - (2) The placement of additional RDOs; then such change will not constitute one of the four Master Roster changes.

- (f) There may be more than one (1) roster developed at a location for a similar or the same positions.
 - 1.3 Rosters should be arranged to provide the maximum number of complete weekends rostered off duty. Employees will not be required to work more than three (3) weekends in a row.
-

2 Shift Lengths

- 2.1 The maximum rostered shift length shall be twelve (12) hours. The maximum rostered shift length when conducting Terminal Driver DOO Shunt shifts will be nine (9) hours.
 - 2.2 The rostering and management of twelve (12) hour shifts is to be limited to no more than four (4) consecutive twelve (12) hour shifts in any seven (7) day period. Extra shifts (e.g. overtime/training) can occur within this seven (7) day period based on fatigue management policy/standard.
 - 2.3 The management of maximum shifts and shift times will be driven by the fatigue management Policy/Standard for Pacific National Intermodal Terminals. This will include Master Rosters, Working Rosters, overtime shifts and lift up and layback where applicable or already in place.
 - 2.4 The development of the Master Roster must ensure that no employee will be rostered to work more than seven (7) consecutive shifts without a day off, in exception with the below 2.4 (a);
 - (a) Any overtime shift in excess of Clause 2.4 is subject to fatigue management and consultation and Agreement with the employee.
-

3 Interval Between Shifts

- 3.1 The minimum interval between shifts shall be eleven (11) hours off duty.
 - 3.2 When changing from night shift pattern to another shift pattern, there shall be an interval of thirty-three (33) hours off duty.
 - 3.3 When changing from any other shift pattern there shall be a minimum twenty-four (24) hours off duty. Subject to consultation and agreement with the local roster committee or affected employees this may be adjusted subject to fatigue management indicators and Statutory Regulations.
 - 3.4 Shift cycles will be designed to ensure the maximum number of similar shifts, eg. afternoon shifts, before a change to a different shift pattern, e.g. night shift.
-

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 (1) 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 WHS, fatigue management and operational issues, employees may mutually exchange shifts, with the approval of the relevant manager or rostering staff. Pacific National will not unreasonably withhold approval where such requests are cost neutral.

5 Maximum Hours of Duty – Emergencies, Major Equipment Failure

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.

6 Lift-Up and Lay-Back

- 6.1 The intention of this provision is to provide flexibility where a business requirement exists for Lift-Up and/or Lay-Back offers. The following operational characteristics would determine the needs for Lift-Up/ Lay-Back provisions:
- (a) Locations with less than twenty-four (24) hour coverage;
 - (b) Irregular or unreliable train running; and
 - (c) Where a Terminal Operator is required to travel on a locomotive as the second person, and then only to keep the commencement time for the shift compatible with that of the Locomotive Driver.
- 6.2 Lift-Up and Lay-Back will apply to all "Express" services;
- 6.3 Where implemented, Terminal Operators may be Lifted-Up by two (2) hours or Laid-Back by three (3) hours from the rostered commencement time of their shift.
- 6.4 During the consultation process, specific consideration will be given to any issues of "hardship" raised by employees at the location.
- 6.5 Pacific National will make no more than one (1) alteration to the confirmed sign-on time under Lift-Up and Lay-Back provisions.
- 6.6 Where applicable employees may be expected to be contacted for Lift-up and Lay-Back purposes. Pacific National will contact employees directly for Lift-up and Lay-Back purposes.

7 Roster Suspension

- 7.1 In situations where a major derailment, washaway or other unplanned circumstance causes track closure, all rosters affected may be suspended until normal operations can resume. Roster suspension

may apply up to seven (7) days beyond which an interim roster will apply until normal operations resume.

- 7.2 The suspension of a roster will not impact on the placement of RDOs. Where RDOs are worked the overtime provisions for work on an RDO will apply.

8 Split Shifts

- 8.1 The provisions in this Clause apply to the employees of Pacific National who perform the shunt operations for Great Southern Railway (GSR) within the Keswick Rail Passenger Terminal. It will not set a precedent for the use of split shifts elsewhere in Pacific National and will cease to operate in the event Pacific National fails to retain the contract to perform the GSR Shunt Operations or if the need for the working of split shifts is no longer required.
- 8.2 Split shifts are defined as a shift during which the employee is signed off duty between shift portions for a period of not less than two (2) hours and not more than four (4) hours. No employee will be required or directed to sign off duty more than twice on any one (1) day. The use of split shifts will be on Sundays between 0500 hours and 1100 hours for the first portion and between 1500 hours and 1900 hours for the second portion.
- 8.3 In all instances the spread of hours of the split shift for Terminal Operators will not exceed fourteen (14) hours, with each portion not exceeding six (6) hours.
- 8.4 The hours described herein may be altered by proper application of the fatigue index, but only to decrease the spread of hours or shorten the shift portions.
- 8.5 All Pacific National employees who relieve at Keswick will be required to work as per this provision. Pacific National employees whose primary place of employment is located outside of the GSR Keswick Passenger Terminal will not be rostered or called in to cover staff shortages at the Keswick Passenger Terminal, except by mutual Agreement.

ATTACHMENT 2

Remuneration Tables

1. Remuneration – Terminal Operations Stream & Support Stream

Base Remuneration for each classification level in the Terminal Operations stream and the Support stream are outlined in the remuneration tables below which reflect escalation as per Clause 14.3:

(a) **Operations Stream - Table Of Base Remuneration Per Annum**

All Locations with the exception of Whyalla

Classification	Rates Effective	Rates Effective	Rates Effective
Level	03/07/2022	02/07/2023	30/06/2024
1	\$63,509	\$65,414	\$67,376
3	\$69,425	\$71,508	\$73,653
4	\$71,948	\$74,106	\$76,329
5	\$74,937	\$77,185	\$79,500
7	\$77,766	\$80,099	\$82,502
8	\$80,639	\$83,058	\$85,550
9	\$83,200	\$85,696	\$88,267
10	\$85,920	\$88,497	\$91,152
11	\$88,356	\$91,007	\$93,737
12	\$91,863	\$94,618	\$97,457
13	\$94,520	\$97,356	\$100,276
15	\$97,916	\$100,853	\$103,879
18	\$107,042	\$110,253	\$113,561
19	\$114,178	\$117,603	\$121,131

Whyalla

Classification	Rates Effective	Rates Effective	Rates Effective
Level	03/07/2022	02/07/2023	30/06/2024
1	\$63,659	\$65,569	\$67,536
3	\$69,589	\$71,677	\$73,827
4	\$72,119	\$74,282	\$76,511
5	\$75,114	\$77,367	\$79,688
7	\$77,950	\$80,289	\$82,698

8	\$80,829	\$83,254	\$85,752
9	\$83,397	\$85,899	\$88,476
10	\$86,122	\$88,706	\$91,367
11	\$88,566	\$91,223	\$93,959
12	\$92,080	\$94,842	\$97,688
13	\$94,744	\$97,586	\$100,513
15	\$98,148	\$101,092	\$104,125
18	\$107,294	\$110,513	\$113,828
19	\$114,447	\$117,881	\$121,417

(b) **Support Stream - Table of Base Remuneration Per Annum**

All Locations support classification

Classification	Rate effective 03/07/2022	Rate effective 02/07/2023	Rate effective 30/06/2024
Paypoint a	\$72,076	\$74,239	\$76,466
Paypoint b	\$77,068	\$79,380	\$81,761
Paypoint c	\$81,351	\$83,792	\$86,306
Paypoint d	\$86,347	\$88,937	\$91,605
Paypoint e	\$93,687	\$96,497	\$99,392

ATTACHMENT 3 – Job Sharing

1. The Parties acknowledge the benefits of job sharing to both the employees and the Company and agree to make reasonable efforts to facilitate such positions where requested by employees.
2. The potential for any employee to undertake job sharing will be dependent upon identifying another current employee with similar qualifications and skill levels that will allow the pairing of individuals to share the position.
3. The rotation of any two (2) employees undertaking job sharing is to take place in intervals no shorter than 1 week on/1 week off and no longer than four (4) weeks on/four (4) weeks off (except with the approval of the operations manager), excluding periods of extended leave which are outlined below.
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.
5. Where an employee takes extended leave beyond their maximum four (4) week rotation, the two (2) 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.
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 operations manager.
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.
8. The structure of job sharing roles may be such that the employees work more than six (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 operations managers.
9. Employees undertaking job sharing will be required to sign a letter which will confirm their job sharing arrangements and also confirm any conditions which have been varied from those outlined in this Agreement.
10. Where employees have secondary employment outside of their job sharing position with Pacific National, the employee is obliged to advise Pacific National so that the Parties can ensure that the employee is capable of arriving at work fit for duty.
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.

ATTACHMENT 4 – Flying and Relieving Crew

1. To avoid doubt, the terms and conditions outlined in this attachment only apply to the employees that are covered by this attachment.
2. Flying and Relieving Crew are deemed a flexible and/or mobile workforce to cover varying operational requirements at Terminals and Depots covered by this Agreement. For the avoidance of doubt, operational requirements include but are not limited to those which are required to cover the satisfaction of commercial requirements, unpaid leave, annual leave, long service leave coverage, personal leave coverage, and training related coverage.
3. Flying and Relieving Crew can only be Full Time positions and will have a nominated Home Base Location.
4. Flying and Relieving Crew employees cannot unreasonably refuse being upskilled with an additional competency.
5. There can be maximum of 42 Flying and Relieving Crew positions covered by this Enterprise Agreement, which is based on approximately 15% of the total employees covered by this Agreement. A maximum of 15% of the employees at any given Home Location will be Flying and Relieving Crew
6. Flying and Relieving Crew positions will not replace existing positions at a Location. If there is a reduction of the overall work available at any given Home Base Location, Flying and Relieving Crew positions at that Home Base Location will reduce proportionally, subject to agreement by both parties.
7. Clause Implementation:
 - a. Pacific National commits to implement the first two phases of the Flying and Relieving Crew Clause as follows:
 - i. **Phase 1** – Recruitment process commenced for a minimum of three positions in Perth and Melbourne, and two for Adelaide, Brisbane, and Sydney within twelve months of the commencement of the Pacific National Intermodal Division Terminal Operations Enterprise Agreement 2022.
 - ii. **Phase 2** – Planned proposal is to commence a recruitment process for a minimum of an additional three positions in Perth and Melbourne, and two for Adelaide, Brisbane, and Sydney within two and a half years of the commencements of the Pacific National Intermodal Division Terminal Operations Enterprise Agreement 2022. This is subject budget approval.
 - iii. Ongoing engagement of the Flying and Relieving Crew will be subject to clause 5 & 6 above.
8. Flying and Relieving Crew positions will be specifically advertised internally prior to being advertised externally. Existing Employees who opt-in to a Flying and Relieving Crew position will have this confirmed with a variation letter. There will be no forced transfers into this arrangement.
9. New employees will have a reference in their Employment Contracts that they are being employed under the terms of the Flying and Relieving Crew clause.
10. Pacific National will utilise the ordinary hours of Flying and Relieving Crew employees at their Home Location, when available, prior to utilising external contractor labour. Pacific National will need to consider existing duty cycle hours, in addition to fatigue considerations of the Flying and Relieving Crew employee in making this determination.
11. Flying and Relieving Crew Employees will be paid the highest team Aggregate Penalty Multiplier (APM) of their Home Location or in the event the Aggregate Penalty Multiplier associated with the roster they are filling whilst away, whichever is the greater. For example, if there are two Terminal Operator rosters at the employees Home Location, they will be paid the higher of the two APMs. Additionally, Flying and Relieving Crew Employees will receive a separate annual allowance of \$7,800 gross in addition to their wages, allowances and penalties. This will be paid in equal fortnightly instalments and is not taken into account for calculation of overtime, shift allowances, penalty rates etc.
12. Notwithstanding the terms of this clause, all other terms and conditions of employment in the Agreement will continue to apply to Flying and Relieving Crew Employees. However, this Attachment shall exclude any other terms of the Agreement with respect to the subject matters detailed with in this Attachment.
13. A Flying and Relieving Crew employee will need to apply for an available vacancy at their Home Location if they no longer wish to be a Flying and Relieving Crew Employee. Alternatively, after being a Flying and Relieving Crew employee for over eighteen (18) months, a Flying and Relieving Crew employee can nominate themselves to take

the next available planned roster vacancy at their Home Location, which will occur prior to an external recruitment process.

14. Flying and Relieving Crew Deployment:

- a. Pacific National may deploy a Flying and Relieving Crew employee to cover operational requirements at various Terminals and Depots covered by this Agreement outside their Home Location for a maximum of twenty-four (24) weeks over a twelve (12) month period, unless agreed otherwise with the employee.
- b. Unless a lesser period of notice is mutually agreed, Pacific National will:
 - i. With a minimum of one (1) weeks' notice in writing nominate a work location other than the employee's Home Base Location when the employee is rostered to be away from their Home Base Location for up to 21 days.
 - ii. With a minimum of two (2) weeks' notice in writing nominate a work location other than the employee's Home Base Location when the employee is rostered to be away from their Home Base Location for more than 21 days.
- c. When Flying and Relieving Crew are required to travel and work away from their Home Location, Temporary Transfer Allowances will apply in accordance with the relevant provision (Clause 40) within this Agreement.
- d. When a Flying and Relieving Crew employee is working away from their home location more than 21 days, Pacific National will return the employee Home for a 7-day period which may include RDOs. The employee may be required to work on their rostered days at their Home Location within this 7-day period:
 - i. Pacific National and the employee can mutually agree to remain deployed without returning home.
 - ii. Travel will occur on rostered days unless by agreement. Reasonable travel time on working days will form part of duty cycle hours. Reasonable travel time on rostered days off (RDOs), will be paid on a stand-alone basis as per clause 40.3.

15. Flying and Relieving Crew Blank Line Rostering:

- a. Flying and Relieving Crew Employees will work on a eight-week duty cycle where ordinary hours of 304 hours will be worked over the eight-week period. Fortnightly wages will be paid in accordance with 15.3.
- b. Flying and Relieving Crew Employees will be provided with a Master Roster which nominates Workdays and RDOs, however doesn't specify the sign on and sign off times. A Master Roster will include an average of two (2) RDO's per week.
 - a. When deployed away from their Home Base Location, an employee can agree to vary their RDOs to adapt to local rostering requirements, subject to fatigue management guidelines.
- c. The Master Roster can be changed in accordance with the relevant Roster Consultation Clause.
- d. Overtime:
 - a. **Duty Cycle Overtime** - Hours worked in excess of the 304 ordinary hours at the end of the eight-week duty cycle, will be paid as overtime in the pay run following the end of the eight-week duty cycle. An employee can refuse to work overtime following the completion of the shift where they exceed 304 hours of ordinary hours in the eight-week duty cycle. For example, if an employee has worked 300 hours in their eight week duty cycle, and are they required to work an eight (8) hour shifts, they cannot refuse that shift. However, if an employee has worked 304, hours and requested to work an additional shift as overtime, they can refuse that shift.
 - b. **RDO Overtime** - Any work on RDO's will not form duty cycle hours and will be paid as overtime on a standalone basis in the pay run following the end of the relevant pay period.
- e. The minimum interval between shifts will be 11 hours, unless when the employees is being rostered a day shift after working a night shift, where the interval between the shift will be 24 hours.
- f. Shift Notification:
 - i. Employees will be allocated their next shift prior to signing off from their current shift. If an employee's next shift is not available by the time they have signed off they will be provided their next available shift in the AM Advice Period or the PM Advice Period detailed below:

- a. AM Advice Period - between 0930 – 1200 hours, an employee may be allocated their next shift to commence between 0001 – 0800 hours the following day.
 - b. PM Advice Period – between 1600 – 1800 hours an Employee may be allocated their next shift after 0800 hours the following day.
 - c. The employee will not be required to work the following day, if they have not been allocated their shift by the conclusion of the PM Advice Period.
- ii. Employees will receive their next shift notification in person, by SMS, or phone call.

ATTACHMENT 5

Notification of Dispute or Grievance

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

Date: _____

I hereby give notice that I wish to invoke the dispute settlement process in Clause 37 of the Pacific National Intermodal Division Terminal Operations Enterprise Agreement 2022.

The decision I wish to dispute is:

The person who made the decision is: _____

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

The reasons I wish to dispute the decision are:

Your Name: _____
Please print clearly

Position: _____

Signed: _____

Telephone: _____

Work Location: _____