



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Asciano Services Pty Ltd T/A Pacific National**  
(AG2017/6695)

## **PACIFIC NATIONAL INTERMODAL TRAIN CREW ENTERPRISE AGREEMENT 2017**

Rail industry

DEPUTY PRESIDENT COLMAN

MELBOURNE, 9 MARCH 2018

*Application for approval of the Pacific National Intermodal Train Crew Enterprise Agreement 2017.*

[1] An application has been made for approval of an enterprise agreement known as the *Pacific National Intermodal Train Crew Enterprise Agreement 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Asciano Services Pty Ltd T/A Pacific National. The agreement is a single enterprise agreement.

[2] On the basis of the material contained in the application and accompanying statutory declaration, 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.

[3] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[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) and based on the statutory declaration provided by the organisation, I note that the Agreement covers the organisation.

[5] The Agreement was approved on 9 March 2018 and, in accordance with s.54, will operate from 16 March 2018. The nominal expiry date of the Agreement is 31 March 2021.



DEPUTY PRESIDENT

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# Pacific National Intermodal Train Crew Enterprise Agreement 2017

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## 1 TITLE

The title of this Agreement is the “Pacific National Intermodal Train Crew Enterprise Agreement 2017”.

## 2 PARTIES

The parties to this Agreement are:

- 2.1 Pacific National (NSW) Pty Ltd; and Asciano Services Pty Ltd. (Collectively referred to in this Agreement as “Pacific National” or “PN”); and
- 2.2 Employees employed by Pacific National within its Intermodal division to perform work within the classifications contained within this Agreement; **and**
- 2.3 The Australian Rail Tram and Bus Industry Union (**RTBU**) assuming it elects to be covered by the Agreement pursuant to section 183 of the Act.

## 3 SCOPE

This Agreement shall apply to:

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

## 4 GLOSSARY OF TERMS

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

Agreement	The Pacific National Intermodal Train Crew Enterprise Agreement 2017.
Aggregate Allowance	Shall mean an allowance payable to an Employee in lieu of any other allowance which may be payable to the Employee if the Employee was covered by an award.
Aggregate Penalties	Means the additional payments received by an Employee in lieu of shift and weekend penalties and annual leave loading.
Aggregate Remuneration	Means the aggregate of an Employee's Base Rate and Aggregate Allowance.
Barracks Location	A nominated location where train crew are signed-off and are accommodated away from their home base.
Barracks Working	A shift where train crew are rostered to complete a shift at a Barracks Location away from their home base.
Blank Line Working	A roster or a line or lines in a roster where no known work is indicated (or forecast). Such rostering may apply to all Employees other than Maintenance Employees.
Dayworker	Any employee whose roster provides for ordinary hours to be worked on any day Monday to Friday between the hours of 0600 and 1800.
Duty Cycle	A standalone period of sixteen or twenty weeks (as applicable under

clause 14).

Employee	Shall mean a full time, permanent part time, fixed term or casual employee
Forecast Working	The predominant form of working where the shifts (sign on times and Shift Lengths) are forecast in advance in the Master Roster.
Home Base	Shall mean the Employee's normal location where they commence their shift.
Lift Up and 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.
LMS	LMS is a labour management system
Mandatory Rest Period	A period of time where no work can be rostered or performed, which cannot be altered by either the employee or by Pacific National.
Master Roster	Roster(s) that are permanently displayed at a location that show rostered days off and any known tasks or work.
Master Roster Average	For the master roster that covers the employee work plan; the employees master roster average is equal to the total hours of each rostered line divided by the total number of lines on the master roster.
Shiftworker	Any employee who works rostered shifts including shifts outside the hours of 0600 to 1800 Monday to Friday.
Termination	The ending of the employment relationship by resignation, dismissal (with or without notice), abandonment, retrenchment, retirement or due to invalidity (including death). The employment relationship may be ended on the initiative of either the employer or the employee.
The Act	The Fair Work Act 2009 (Cth) as amended from time to time.
Total Remuneration	Shall mean the aggregate of an Employee's Base Rate plus Aggregate Penalties and the Aggregate Allowance
Working Roster	Roster(s) developed from Master Rosters that provide more detail of attendance requirements. Working Rosters allocate employees to work lines and adjust the rostered work to accommodate work variations, planned leave and/or any other issues known at the time of posting.

## **5 DURATION, OPERATION AND INTERACTION WITH NES**

- 5.1 This Agreement shall operate from the date 7 days after approval by the Fair Work Commission (FWC) and shall nominally expire on 31 March 2021.
- 5.2 This Agreement is intended to supplement the National Employment Standards (NES). To the extent that the NES provides for an entitlement that is more beneficial to an Employee when compared with that Employee's entitlement under this Agreement, the NES entitlement shall prevail.

## **6 HEALTH AND SAFETY**

- 6.1 The parties to this Agreement share an ongoing commitment to ensure and to promote the health, safety and welfare of all employees, via the formation of occupational health and safety committees and nothing in this Agreement shall be designed or applied in ways that reduce or diminish this objective.
- 6.2 PN allows any form of legislative consultation concerning health and safety to occur. In addition, PN provides a consultation structure through site SHE committees from which information is communicated to and from the business division.
- 6.3 The aim of the SHE committee is to improve safety, health and environment at work by assisting with the development and implementation of risk management systems and processes, through direct employee/classification based representation on the committee.
- 6.4 Pacific National must take all practical and reasonable measures to ensure the health, safety and welfare of all employees, as well as ensuring a safe and healthy work environment. Pacific National will also monitor and seek to improve systems and processes to ensure that both its statutory obligations and the objectives of this Agreement are met.
- 6.5 Pacific National will provide the relevant training, resources and information to the SHE committees to enable them to effectively fulfil their roles and carry out their responsibilities in accordance with its statutory obligations.
- 6.6 The parties recognise that it is in the interest of Pacific National and Employees to introduce and use technology relating to safety in the workplace.
- 6.7 Pacific National commits to consulting with Employees and their representatives in relation to any decision to introduce In Cab Audio and/or Video Monitoring, into locomotives for any reason including due to any mandated requirements.
- 6.8 Employees must ensure that they perform their jobs safely with a duty of care to themselves and to other employees.
- 6.9 Employees must attend for duty fit and able to safely perform their duties.
- 6.10 Employees must comply with Pacific National's policy and procedures, including those related to drugs and alcohol.
- 6.11 Employees must also bring to the notice of their supervisor or manager, any situation where they genuinely believe a risk of injury or damage exists.

## **7 CONTRACT OF EMPLOYMENT**

### **7.1 General Principles and Undertakings**

- 7.1.1 PN shall use its best endeavour to ensure that full time employment is the predominant form of employment in PN Intermodal driver Depots. Further, subject to the provisions contained in this Agreement, no Employee shall have their form of employment altered without agreement of the affected Employee(s).
- 7.1.2 Notwithstanding the above, PN may offer employment on one or more of the types of employment described below.
- 7.1.3 When engaged, all employees shall:
  - 7.1.3.1 Attend for work fit, ready and able to perform in their role;
  - 7.1.3.2 Use safe work practices and properly use all appropriate protective clothing and equipment provided by Pacific National;
  - 7.1.3.3 Undertake all work as directed, which can be assigned to a person of that skill and/or competence;
  - 7.1.3.4 Comply with all Pacific National policies and procedures as in force from time to time;
  - 7.1.3.5 Comply with any reasonable request to working shift rosters where required;
  - 7.1.3.6 Pacific National may require an employee to work reasonable overtime at the



appropriate penalty rates;

- 7.1.3.7 Implement and use new technology, systems and / or processes, when trained, which will improve business efficiency and effectiveness.
- 7.1.3.8 Participate in developing and implementing work methods that are designed to improve the performance of Pacific National; and
- 7.1.3.9 Participate in training, learning and developmental programs and attend team briefings, which are conducted during working time, to enhance the productivity of the workplace.

## **7.2 Full-time Employment**

- 7.2.1 Full-time employees are those who are engaged to work ordinary hours of nineteen hundred and seventy six hours (1976) per annum, inclusive of public holidays and annual leave hours. This is the equivalent of fifty-two weeks at thirty eight hours per week.
- 7.2.1 The parties acknowledge the benefits of job sharing to both the employees and the Company and agree to make all reasonable efforts to facilitate such positions where requested by employees.
- 7.2.2 Where such is requested the arrangements shall be as provided for in Attachment 8 of this Agreement.

## **7.3 Permanent Part-time employment**

- 7.3.1 Part-time employees are those (other than casual employees) employed to work less than the ordinary hours of work for an equivalent full-time employee but as a minimum sixteen (16) hours per week. Further, a part time employee shall:
  - 7.3.1.1 Be engaged for no fewer than three (3) hours per engagement;
  - 7.3.1.2 Be entitled to pro rata accruals with respect to annual and long service and Personal Carers leave, based on ordinary hours worked.
  - 7.3.1.3 Have the minimum number of hours agreed to in writing and may be requested to work additional hours at ordinary rates up to a maximum of seventy-six (76) hours per fortnight. 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.;
  - 7.3.1.4 Have any additional hours beyond seventy-six (76) hours per fortnight paid at the appropriate penalty rates.
  - 7.3.1.5 Operate on a stand-alone eight (8) week PPT Master roster covering this form of employment for the designated depot. This eight (8) week Master roster will show the sixteen (16) RDO's average two (2) per week. The Depot average will be utilised to calculate the APM unless a forecast PPT master roster is posted, which if utilised will then be used to calculate the APM.
  - 7.3.1.6 Any hours worked on RDO's will be paid at stand alone overtime rates consistent with clause 16.1.2
  - 7.3.1.7 The PPT 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 layback clause. Where no work is posted Blank line conditions will apply. Undertime recovery intention will be listed on the working roster.
  - 7.3.1.8 Start times will be notified via posted roster or consistent with the below blank line rostering notification process;

- a) 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.
  - b) Any requests for attendance outside of this process will be by agreement.
  - c) Any employee periods of unavailability must be provided 14 days prior to scheduled working roster posting.
- 7.3.1.9 An eight (8) week duty cycle will apply to these positions. The Duty cycle hours will be reset to zero (0) at the end of the eight (8) week duty cycle. Any hours worked above the guarantee hours would be paid at normal time up to 304 hours and applicable overtime rate for any hours over 304.
- 7.3.1.10 Cancelled shifts recovery conditions will apply consistent with full time employees over the eight (8) week duty cycle.
- 7.3.1.11 Employees will be rostered one in four (4) weekends off.
- 7.3.1.12 Employees employed under PPT arrangements prior to the commencement of this Agreement, can opt to maintain their PPT employment arrangements as per their latest Letter of Employment or convert to the PPT employment arrangements outlined in this clause. Existing PPT employees who choose to convert their employment arrangements will be issued a new Letter of Employment in accordance with this clause.
- a. All PPT employees engaged from the commencement of this Agreement will be engaged under the terms of this clause.
  - b. All PPT employees following the completion of each twelve(12) month period from the commencement date will have their ordinary hours reviewed. Where the average ordinary hours exceed the minimum ordinary hours per week agreed in their letter of offer, the PPT employee may request their minimum weekly hours be increased to the new average or request conversion to a full time permanent position.

## 7.4 Casual Employment

- 7.4.1 Casual employees are employees paid on an ad hoc basis by the hour. The minimum engagement on each instance shall be 3 hours. Casual employees shall be entitled to the Base Rate of pay applicable to the equivalent full time classification (and Aggregate Allowance where applicable) plus an additional loading of 25%.
- 7.4.2 Casual Employees shall not be entitled to:
- 7.4.2.1 Annual leave, paid personal/carer's leave or paid compassionate leave; or
  - 7.4.2.2 Parental leave (unless the casual employees are entitled to parental leave in accordance with the Act); or
  - 7.4.2.3 Public holidays (unless work is performed on a public holiday by the Casual employee, in which case he/she will be entitled to the payment specified in clause 29; or
  - 7.4.2.4 Redundancy payments.
- 7.4.3 PN may, at any time, offer a casual employee the opportunity to be appointed as a permanent or as a part-time employee, under terms provided for in this Agreement.
- 7.4.4 Where a casual Employee has worked the equivalent ordinary hours of a full time Employee for a continuous period of 6 months he/she may seek to be appointed as a permanent or as a part-time employee. Where a casual employee seeks appointment under this sub-clause, PN will comply with such a request and make the appointment.
- 7.4.5 Any offer to convert the employment status of a casual employee must be in writing. The casual employee may elect to accept or to reject any offer made.
- 7.4.6 Where an offer is made and rejected, PN may seek to fill the position by other means and this action may result in the casual employee's employment being terminated.

## 7.5 Fixed Term Employment

- 7.5.1 Fixed term employees are engaged by Pacific National for a specific task or project (which may include the replacement of an employee who is on leave) for a specified, fixed period of time and shall generally not be engaged for a period greater than 12 months.
- 7.5.2 Fixed term employees may be engaged on either a Full Time or Part Time basis consistent with the terms of this agreement.
- 7.5.3 Employees engaged on a Fixed term basis will be entitled to all pro-rata terms and conditions applicable to a Full Time or Part Time employee ( as the case may be) in the same classification with the exception of redundancy and long service leave. Any unused annual leave will be paid on a pro-rata basis at the completion of the engagement.
- 7.5.4 The offer of Fixed Term employment will specify the period of engagement.

## 8 RECRUITMENT, SELECTION AND INDUCTION

- 8.1 The selection process for filling position vacancies will be based on the merit principle. The merit of applicants will be determined by considering the abilities, competence, qualifications, experience, standard of work performance and work history of candidates, relative to the position.
- 8.2 Pacific National will advertise all vacancies for positions covered by this Agreement, unless those vacancies are filled in accordance with prevailing policy related to redeployment or transfer of employees.
- 8.3 All vacancies will be advertised internally. At times, Pacific National may also advertise a vacancy simultaneously internally and through media advertisements, recruitment agencies and other sources. Internal advertisements will include the position level from the classification structure contained in this Agreement and the salary level.
- 8.4 Where an offer is made to appoint employees under the terms of this Agreement, following advertising, the offer will be in writing in the form of a letter of engagement. The letter of engagement will contain the following:
  - 8.4.1 Position, level and title contained in this Agreement;
  - 8.4.2 Appointment date;
  - 8.4.3 Position level, as contained within this Agreement;
  - 8.4.4 Salary level; and
  - 8.4.5 That in addition to the terms of the letter of engagement, this Agreement applies to the employee's employment.
- 8.5 Pacific National will ensure that all employees are appropriately inducted into their workplace following appointment.
- 8.6 All selections will reflect Pacific National's commitment to equal employment opportunity and the elimination of unlawful discrimination.
- 8.7 Pacific National will provide training relevant to job/position requirements and Employee needs that is aligned to the Transport and Logistics Industry Training Package. Certificates and statements of attainment will be issued to Employees upon satisfying the requirements of the specific training.

## **9 PROBATIONARY EMPLOYMENT**

- 9.1 A probationary period of up to three months from the date of commencement will be applied to all new employees, other than casual employees and fixed maximum term employees engaged for less than a period of six months and will be outlined in their letter of engagement.
- 9.2 During the probationary period, the employee's employment may be terminated by either the employee or PN by providing one week's written notice.
- 9.3 On commencing employment, probationary Employees will be advised as to the performance standards required, including the provision of regular performance reviews during the period of probationary employment.

## **10 CAREER PATHS AND CLASSIFICATIONS**

- 10.1 Pacific National may (subject to complying with any consultation requirement outlined in Clause 42 of this Agreement where the implementation of any change will have a significant impact on employees) determine the following:
  - 10.1.1 The type and number of positions in the organisation and the organisational structures;
  - 10.1.2 Employee levels;
  - 10.1.3 Specific work practices; and
  - 10.1.4 Specific equipment and its use.
- 10.2 The classifications to which this Agreement applies are set out in this clause.
- 10.3 The classification structure provides flexibility to design new positions or to redesign existing positions, including the way work is performed, so that Pacific National can respond to changes in the business and commercial environment.
- 10.4 The process of position design or position redesign may require employees to undertake activities that have not traditionally been within their classification stream or that have not been previously part of their position.
- 10.5 Where positions are adjusted or redesigned, the employee will be entitled to be paid at a classification level that equates to the work or activities being undertaken in the new position subject to the provisions of the Salary Maintenance clause of this Agreement.
- 10.6 This Agreement provides for the removal of unnecessary demarcations and improves the flexibility between and across career path streams. This allows work to be allocated in the most efficient manner, recognising employees' use of skills and competencies within the appropriate classification and pay levels in the appropriate classification structures.
- 10.7 Subject to employees covered by this Agreement satisfactorily completing relevant training and assessment for their position, they will progress through the classification structure to the minimum base classification level of Locomotive Driver Level 11. This would normally be expected to occur within a two year period from commencement of training.

### **10.8 Principles**

- 10.8.1 The classification structures operate in accordance the following principles:
  - 10.8.1.1 Positions will be defined in terms of their primary accountabilities or main functions;
  - 10.8.1.2 Classification of a position will be made on the basis of matching the primary accountabilities or main functions with the appropriate level of the classification structure.
  - 10.8.1.3 On this basis, employees will be classified at a level within the classification structure that is commensurate with the primary accountabilities or main functions of the position undertaken. Employees will remain in their classification unless there is a major and substantial change in the work undertaken and/or accountabilities. Where specific changes have been made to the structure at the commencement of this Agreement, these will be taken into account in determining the classification for individuals. At the same time it is

not anticipated that there be any other wholesale reclassifications other than those negotiated in reaching settlement of this Agreement.

- 10.8.1.4 Classifications are based on primary accountabilities or main functions used in the position rather than skills possessed by the employee;
- 10.8.1.5 To allow for the design of position and the performance of activities and tasks based on assessment of what is safe, efficient and logical, and for which the employee has been trained and has current and demonstrated competency;
- 10.8.1.6 Flexibility that allows Pacific National, or a section of Pacific National, to change the way work is organised and/or the way positions are designed, as required by business or commercial demands; and
- 10.8.1.7 The Transport and Logistics, Rail Operations Training package and the associated competency standards will be used to underpin Pacific National's training and development system. Certificates of attainment and statements of attainment will be issued to employees upon satisfying the requirements of the specific training.

**10.9 Leadership and/or Supervisory Accountability**

- 10.9.1 Employees performing work in positions with leadership and/or supervisory accountability as their primary activity may also be required to carry out operational activities in conjunction with their leadership and/or supervisory accountabilities provided that operational activity shall not constitute the major and substantial part of their position.

**10.10 Mixed Functions/Higher Duties**

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

**10.11 Assessment of Previous Skills or Knowledge**

- 10.11.1 Employees, when engaged or when transferring from one classification stream to another will be assessed in whether they have any skill or knowledge relevant to the position they were employed for within the first three (3) months from their commencement in their position. Where the employee is assessed as having previously obtained skills and knowledge applicable to the position, the assessment process will determine the level of the classification structure the employee should be appointed.

**10.12 Classifications, Descriptors and Pay Levels**

- 10.12.1 The following table outlines the classification titles, descriptors and classification pay levels for classifications in the Operations Stream as it relates to train crew in Intermodal: With the exception of changes to the classification structures provided for by the introduction to this Agreement, i.e. Level 14 becoming the minimum level for Mainline Driver (2 UP);

- 10.12.2 It is not expected that any other consequential position reclassifications will occur as a result of implementing the classification structures in the field upon approval of this Agreement. Any further position reclassifications during the term of the Agreement will only occur where there has been a significant change in a position that, in itself, would warrant a reclassification.

**10.13 Train Crew Roles**

Classification Title	Description	Classification Pay Level
Train Crew Roles		
Driver In Training Stage 1	An employee in training to become a qualified Terminal Driver, Mainline Driver or DOO Driver, Currently completing 7 TDT Units from Rail Operations Certificate I.	1
Driver In Training	An employee in training to become a qualified Terminal Driver,	3

Stage 2	Mainline Driver or DOO Driver. Movement from Driver In Training Stage 1 to Driver In Training Stage 2 is based on completion of initial off-the-job training and is completing a minimum 7 TDT Units from Rail Operations Certificate II.	
Qualified 2 <sup>nd</sup> Person or Driver in Training Stage 3	An employee engaged to perform the role of 2 <sup>nd</sup> person during train operations or trained to this level.	7
Driver in Training Stage 4	An employee in training who has achieved the competencies outlined in Attachment 4.	9
Terminal Driver (DOO)	Qualified and undertaking driver accountabilities in a Terminal/Yard environment. Operates as a single crew as Driver Only Operations in a terminal.	11
Mainline Driver (2 up DOO Shunt)	Qualified and undertaking driver accountabilities on mainline operations. Operates as part of a two (2) person crew on the mainline. In this role, the driver can be required to undertake tasks associated with "Driver Only Shunt" (DOO Shunt).	14
Mentor Driver	Qualified and undertaking driver accountabilities on mainline operations, which may include DOO shunt. The Mentor Driver will be used at Pacific National's discretion when required for delivery of a structured training program for Trainee Drivers as measured by the completion of the Trainee Driver Performance Review checklist, or equivalent, for each shift. Drivers who accompany a trainee but do not provide structured training as required by Pacific National will not qualify for Mentor Driver payments. Mentor Drivers may also be appointed to provide specific structured mentoring to fully qualified drivers where the need for such mentoring has been identified. Coaching qualified drivers in "route knowledge" does not qualify for Mentor Driver appointment. Employees will attract payments on an incidental basis and permanent classification for Mentor Driver will not be made. When not required for mentoring the employee will return to their normal role and pay.	17
Mainline Driver (DOO)	Qualified and undertaking driver accountabilities on mainline operations. Operates as a single crew as Driver Only Operations on the mainline.	17

Driver Trainer	Qualified and undertaking accountabilities associated with training and or on-the-job competency assessments of other employees. Carries out training and/or competency assessment activities.  Employees undertaking these roles will be appointed as such by Pacific National.	17
Driver Specialist	This position provides comprehensive supervision and leadership to a designated team of employees. This position may also have other employees, providing field leadership of smaller groups, reporting to them.	18

**Note:**

**Terminal Drivers**

A terminal driver may elect to remain as a terminal driver or elect to progress to a level 14 mainline driver, this election cannot be withdrawn. The level 14 progression will be subject to business needs.

**Appointment of Mentor Drivers**

When Mentor Drivers are required, employees will be selected by Pacific National on the basis of having the skills and availability required for the particular mentoring task.  
 If an employee believes they have been unreasonably overlooked in the selection of Mentor Drivers, the employee should in the first instance discuss this with their supervisor and can use the Dispute process in Clause 43 if necessary in order to review their suitability for these duties.

**10.14 Remote Control Operations**

- 10.14.1 Pacific National may, during the life of this Agreement, wish to evaluate and implement Remote Control Operations.
- 10.14.2 On the event that Remote Control Operations are to be introduced the parties will negotiate in good faith a new rate of pay that will apply to that work.
- 10.14.3 Upon agreement being reached on a new rate of pay, such agreement shall be voted upon by Employees in accordance with Division 7 of Part 2-4 of the Act.
- 10.14.4 In the event that the proposed variation is approved by a majority of employees in accordance with Division 7 of Part 2-4 of the Act, each party must take all necessary steps to allow the variation to be approved by the FWC. The new rate of pay will apply upon approval of the variation by the FWC
- 10.14.5 Remote Control Operations will not be introduced in the absence of an agreement about a new rate of pay.

**10.15 LPA Crew Roles**

Classification Title	Description	Classification Pay Level
LPA Crew Roles LPA In Training Stage 1	An employee in training to become a qualified LPA, Mainline Driver or DOO Driver, currently completing 7 TDT Units from Rail Operations Certificate I.	1
LPA In Training Stage 2	An employee in training to become a qualified LPA, Mainline Driver or DOO Driver. Movement from LPA Trainee Stage 1 to LPA Trainee Stage 2 is based on completion of initial off-the-job training and is completing a minimum 7 TDT Units from Rail Operations Certificate II.	3
LPA In Training Stage 3	An employee engaged to perform the LPA role.	7
LPA In Training Stage 4	An employee in training who has achieved the competencies outlined in Attachment 4b. An employee engaged to perform the role of LPA and can be rostered 2 <sup>nd</sup> person during train operations.	9
Driver in Training Stage 4	An employee in training who has achieved the competencies outlined in Attachment 4. LPA moves to the Driver classification as a Driver in Training Stage 4	9

- 10.15.1 LPA employees who were employed prior to the approval of this Agreement may elect not to progress to a level 14 driver (will remain as an LPA).
- 10.15.2 After the approval of this agreement, all new LPA employees are required to progress to a level 14 driver.
- 10.15.3 Progression from LPA to level 14 driver will occur based on business needs.
- 10.15.4 The LPA rosters will include (subject to 10.15.6):
  - i. Local shifts (train crew relief)
  - ii. UGL shifts

- iii. LPC shifts

10.15.5 The LPA roster will not include:

- i. Barracks working
- ii. Western Port

10.15.6 Further discussion regarding additional work to be included in LPA rosters will occur upon implementation of the LPA rosters set out in 10.15.4 (examples include Anzac, Somerton and Sadleirs).

## **11 DRIVER ONLY OPERATIONS**

- 11.1 The parties agree that, subject to regulatory requirements, driver only operations (DOO) are an operational option for Pacific National provided that DOO is implemented in accordance with implementation and operational requirements and consistent with relevant regulations, standards and operating procedures. Where operational procedures are proposed to be changed, all affected parties will be involved in the change process.
- 11.2 The parties acknowledge that a range of previously agreed provisions govern the development and implementation of driver only operations in the Intermodal Division. These have been summarised and incorporated in Attachment 5.
- 11.3 The parties further acknowledge that some provisions may not be applicable to the situation where Driver Only Operations are being considered. Where this is the case, consultation will be undertaken in accordance with clause 42 of this Agreement.
- 11.4 Pacific National may continue to introduce driver only shunting, local and mainline duties across the network where safe working regulations allow.
- 11.5 Where DOO is already operational in the Intermodal Division, it will continue to operate in accordance with the procedures in place at the commencement of this Agreement. Where DOO is introduced during this agreement, it will operate in accordance with the procedures developed utilising Attachment 5.
- 11.6 Where DOO is utilised within the intermodal division the cab standards referenced in Attachment 5 (1.14 to 1.27 inclusive) and the Attachment 5 roster provisions (1.10.1 to 1.10.4 inclusive) will apply.

## **12 HOURS OF WORK**

- 12.1 The ordinary hours of work, for a full-time employee, are one thousand, nine hundred and seventy six hours (1976) per annum. This is equivalent to fifty-two weeks at thirty-eight ordinary hours per week. The annual ordinary hours are made up as follows:
  - 12.1.1 One thousand, nine hundred and seventy six (1976) hours, which includes eighty-three point six (83.6) hours for eleven (11) public holidays and one hundred and ninety (190) hours of annual leave for a shift worker, or
  - 12.1.2 One thousand, nine hundred and seventy-six (1976) hours, which includes seventy-six (76) hours for a minimum of ten (10) public holidays and one hundred and fifty two (152) hours of annual leave for a day worker.
- 12.2 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.
- 12.3 In addition to the ordinary hours specified above, employees may be required to work reasonable overtime (with the exception of working rostered days off (RDO's) for payment of overtime penalty rates.
- 12.4 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:



- 12.4.1 Any risk to an Employee's health and safety that may reasonably be expected to arise if the Employee worked the additional hours;
- 12.4.2 The Employee's personal circumstances (including any family responsibilities);
- 12.4.3 The operational requirements of PN in relation to which the Employee is required or requested to work the additional hours;
- 12.4.4 Any notice given by PN of the requirement or request that the Employee work the overtime;
- 12.4.5 Any notice given by the Employee of their inability to work the overtime;
- 12.4.6 Whether any additional hours are on a public holiday;
- 12.4.7 The Employee has worked excessive hours over the preceding 4 weeks, ending immediately before the Employee is required or requested to work the additional hours; and
- 12.4.8 Any other relevant matter.

### **13 CREDITING OF HOURS**

- 13.1 Employees will be credited with the hours shown in the Working Roster or actual hours worked (including ordinary hours worked on a public holiday), whichever is the greater.
- 13.2 The only situations where hours credited in any one week will be less than the hours shown in the working roster are where:
  - 13.2.1 A shift is cancelled with at least 3 hours' notice and no alternative work is provided;
  - 13.2.2 An employee is Absent Without Leave;
  - 13.2.3 In accordance with the Leave Provisions;
  - 13.2.4 Where an employee agrees to a mutual exchange of rostered shifts in accordance with Attachment 1, Clause 3.7 and 3.8.
- 13.3 Where an employee is rostered for either a week of annual leave relief or blank line working, the employee will be credited the greater of either the actual hours worked or the master roster average.
- 13.4 Target hours means 608 hours in a 16 week Duty Cycle or 760 hours in a 20 week Duty Cycle.
- 13.5 Credited hours' means the hours credited to the Duty Cycle which includes clause 13.1, 13.2, 13.3 and 29.3.8 or 29.3.9 and 15.5 if applicable.
- 13.6 Forecast hours means the hours credited to the Duty Cycle and the rostered (but not yet worked) hours for the remainder of the Duty Cycle.
- 13.7 Shortfall to target means the target hours as defined in 13.4 minus the forecast hours (13.6), plus forecast public holiday credits. (shortfall to target=Target Hours-(forecast+forecast public holiday credits))
- 13.8 Pacific National will provide details to employees on a weekly basis via the posting of the report in the depot office showing for each employee for the 16 or 20 week duty cycle period:
  - 13.8.1 the target hours for the 16 or 20 week cycle;
  - 13.8.2 actual hours credited for any completed week worked for all weeks expired to date in the 16 or 20 week cycle;
  - 13.8.3 the forecast hours to be credited according to the master roster for the remaining weeks in the cycle;
  - 13.8.4 shortfall to target for the remaining weeks in the cycle
  - 13.8.5 number of RDO's provided for the employee for the year to date..

For example, at Week 4 of a cycle, the following would be displayed for an employee:

	Weeks																Cycle Total
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
<b>Employee</b>																	<b>608.0</b>
<b>Roster Hours</b>	28.0	42.0	34.0	40.0	40.0	32.0	38.0	44.0	30.0	34.0	39.0	40.0	39.0	40.0	32.0	34.0	<b>586</b>
<b>Credited Hours</b>	28.0	44.0	38.0	42.0													
<b>Forecast Hours</b>					40.0	32.0	38.0	44.0	30.0	34.0	39.0	40.0	39.0	40.0	32.0	34.0	<b>594</b>
<b>Shortfall to Target</b>							7.6						7.6				<b>+1.2</b>
<b>Cumulative RDO</b>	2.0	5.0	6.0	8.0													

- 13.9 Pacific National will provide details on request of the individual shifts the employee has worked, leave taken and the hours credited on each occasion.
- 13.10 Pacific National will establish a process for employees to query any discrepancies which must be responded to with information by the company within 5 business days.
- 13.11 Any shortfall of hours against target hours may be recovered through the rostering of additional shifts in the Working Roster, and/or through working of additional hours consistent with the provisions of the rostering guidelines in Attachment 1.
- 13.12 Intermodal division shall only roster an employee for extra shifts in accordance with clause 13.11 where there is a shortfall of at least 8 hours, except for training and medical shifts which will be a shortfall of 4 hours.
- 13.13 Such shifts are to be posted on the Working Roster to provide notice to the affected employee.
- 13.14 Extra shifts which recover more than the shortfall of hours against the target hours (i.e. that incur overtime) may only be rostered by agreement with the employee concerned, subject to clause 12.3 and 12.4.
- 13.15 Where an employee has worked additional hours (either linehaul or to complete a shift on a rostered day off) and the amended fatigue score results in the employee not being able to undertake their next shift, then the employee will either be found an alternative shift in accordance with the Cancellation Recovery Shift or if this is not possible, then the hours of the shift unable to be worked will be credited to the employees' hours balance.

**14 CYCLE OF HOURS**

- 14.1 The objective of this clause is to ensure that each employee will be rostered to work an average of 38 hours per week. This is the equivalent to 608 hours per 16 week Duty Cycle, or 760 hours per 20 week Duty Cycle which may include periods of annual leave of 38 hours per week and 7.6 hours for each public holiday.
- 14.2 An annual Duty Cycle pattern of 16/20/16 week cycles will be the basis for managing the spread of ordinary hours across the working hours' cycle. The three Duty Cycles are intended to span a calendar year, with the first Duty Cycle starting as close as practicable to the start of the calendar year. Duty Cycle hours will be reset to zero at the conclusion of each Duty Cycle.
- 14.3 Overtime will be paid at the end of each 4 week period for those hours worked above target hours.
- 14.4 Public holidays shall be credited in accordance with clause 29.
- 14.5 Upon approval of this Agreement by the Fair Work Commission, the current Duty Cycle (as set out in the applicable 2013 Agreement) will continue unchanged.
- 14.6 The Master Roster will indicate any periods of time that may be converted to an "Available Period" at the posting of the Working Roster, provided that the period of time allows for the appropriate rest periods in accordance with clause 5 of Attachment 1 of this Agreement.
- 14.7 The Master Roster may include designated "Available Periods" for the purpose of providing additional work if an employee is more than 8 hours in arrears of their target cycle hours.

- 14.8 Where an employee does not want to work more than 608 credited hours in a 16 week cycle or 760 hours in a 20 week cycle, the employee can elect no later than 2 weeks prior to the start of the duty cycle to be booked off upon reaching 608 or 760 hours (depending on duty cycle duration). Note that the employee will be booked off the end of their rostered shift on which they reach 608 or 760 hours and not mid-shift if this were to occur. Any employee who does not make an election will be deemed to be willing to work above 608 or 760 (depending on duty cycle duration) hours (all hours for which will be paid at overtime rates). An employee who has made an election prior to the start of the cycle can cancel that election at any time during the duty week cycle, however an employee who has not made an election cannot make one after the end of the notification period. Nothing in this clause diminishes the requirement of the employee to work reasonable overtime as per clause 12.3 of this Agreement prior to the employee booking off after reaching 608 or 760 hours for the period.

## **15 AVAILABLE PERIODS**

- 15.1 An Available Period can only be confirmed (based on the Master Roster) at the time of the posting of the Working Roster.
- 15.2 Where an employee's shortfall to target (as described above at subclause 13.8) is more than 8 hours at the time of the posting of the Working Roster, then PN may confirm a Blank Day to show it as an Available Period. Available Periods cannot be created after the posting of the Working Roster. Available Periods cannot be cancelled once confirmed on the Working Roster.
- 15.3 An Available Period will be shaded grey on the roster and marked "Available Period".
- 15.4 Where Pacific National is able to find work for an employee on the Available Period, they are to be notified in accordance with the Blank Line Working notification periods as outlined in clause 8.2 of Attachment 1 of this Agreement. In such circumstances where an employee is called in to work, attendance is required and they will be credited with the actual hours or 6 hours whichever is the greater. Employees are required to make themselves available to be contracted during the notification periods. For employees who do not make themselves available to be contacted, no credit of hours will be made in accordance with clause 15.5 and the employee may be subject to performance management.
- 15.5 If the employee is rostered for an Available Period and not allocated to any work, then 6 hours will be credited to the employee for each full 24 hour continuous period. Where the Available Period exceeds 24 hours, 6 hours will be credited for each complete 24 hour continuous period. Where on the last 2 occasions that an employees has had Available Periods marked in the Working Roster and they are not called in to work by PN, the next Blank Day occurring in their Working Roster cannot be marked as an Available Period in the Working Roster.
- 15.6 At the time of calling an employee in to work an Available Period, Pacific National cannot utilise an employee for more hours than they are behind in their shortfall to target for the Duty Cycle, unless agreed to by the employee. Where the Available Shift length, as agreed with the employee, is greater than the shortfall to target deficit, then the employee has the choice of having the additional hours credited against their cycle hours or paid at the rate of 1.7.
- 15.7 For example, where at the posting of the working roster an employee is forecast to have a shortfall to target deficit of 9 hours for the Duty Cycle, the employee is 8 hours or more behind their target hours for the Duty Cycle and therefore any blank days can be converted to Available Periods. Pacific National may call in the employee to work for a shift of no longer than 9 hours unless the employee agrees to work a longer shift in which case the additional hours over the 9 hours owed will either be credited against the cycle hours or paid at the rate of 1.7.
- 15.8 Where an employee is notified of work outside of the notification periods as set out in clause 8.2 of Attachment 1 of this Agreement then any work performed shall be by agreement between the parties and shall be standalone hours paid at the prescribed Overtime Rate.

## **16 OVERTIME**

- 16.1 The circumstances where overtime is incurred and the penalty payment principles for each circumstance are outlined below:

- 16.1.1 Where the employee's hours credited to their Duty Cycle plus the forecast hours for the remainder of the duty cycle exceeds 608 hours (for a 16 week duty cycle) or 760 hours (for a 20 week duty cycle), these excess hours will be paid as overtime at the end of each 4 week period. In these circumstances, the first 8 overtime hours will be paid at a penalty multiplier of 1.7 and then 2.0 for all additional hours. Hours that are paid as overtime are excluded from any future calculations. All hours worked on a RDO will be excluded from these calculations.
- 16.1.2 Where hours are worked on a RDO, the penalty rate multiplier shall be 1.7.
- 16.2 All overtime hours stand alone and apart from all other Hours Worked. This means that overtime Hours Worked are not counted toward the ordinary hours worked in a Duty Cycle.
- 16.3 All overtime penalties are applied to the base rate of pay.

## **17 HIGHER DUTIES**

- 17.1 Where employees perform work that falls within a higher classification level, they will be entitled to be paid at the higher classification level for the shift / shifts during which the work was performed.
- 17.2 When an employee has agreed to perform duties at a higher classification and Pacific National has provided the employee with a letter of acknowledgement, all recreation and sick leave taken during the period outlined in the letter of acknowledgement, will be paid at the rate at which the higher duties are being undertaken.

## **18 GENERAL ROSTERING PROVISIONS**

- 18.1 Pacific National will develop and modify rosters consistent with operational requirements.
- 18.2 Rosters may be developed to include Forecast Working, Blank Line Working or both.
- 18.3 In developing Rosters, Pacific National must take into account the following:
- 18.3.1 Family, social and work commitments;
  - 18.3.2 Occupational Health and Safety and specifically Fatigue management principles;
  - 18.3.3 Maintenance of qualifications;
  - 18.3.4 Quality of work;
  - 18.3.5 Relevant conditions of employment;
  - 18.3.6 Duty of care obligations;
  - 18.3.7 Optimal staff productivity; and
  - 18.3.8 Fair working for the employees.
  - 18.3.9 Specific roster arrangements are detailed in Attachment 1 to this Agreement.

## **19 MEAL BREAKS / REST BREAKS**

- 19.1 When two (2) qualified drivers are rostered on trains, meals will be taken during train running. For all other train crew configurations, meal breaks are to be taken in accordance with sub clause 19.2 below.
- 19.2 Where an employee is rostered to perform DOO working or where they are rostered with a non-qualified driver or trainee, they shall be entitled to a paid break of no less than thirty (30) minutes, taken between the third and the fifth hour as arranged between the driver and the train controller to ensure the efficient operation of the network.
- 19.3 Where employees are required to work shifts in excess of ten (10) hours duration, the employee shall be entitled to an additional ten (10) minute paid rest break to be taken at a time that will not interfere with the efficient running of the business including the operation of the network.

## 20 REMUNERATION

### 20.1 Base remuneration for each Classification level is outlined below:

Classification Level	1	3	7	9	11	14	17	18
Base prior to application of increases set out in clause 20.10	\$55,121.72	\$60,256.74	\$67,496.49	\$72,213.00	\$76,668.47	\$82,766.80	\$89,602.27	\$92,905.64
Base as of 1 April 2018 (2.5%)	\$56,499.76	\$61,763.16	\$69,183.90	\$74,018.33	\$78,605.68	\$84,835.97	\$91,842.32	\$95,228.28
Base as of 1 April 2019 (2.5%)	\$57,912.25	\$63,307.24	\$70,913.50	\$75,868.78	\$80,570.82	\$86,956.87	\$94,138.38	\$97,608.99
Base as of 1 April 2020 (2.5%)	\$59,360.06	\$64,889.92	\$72,686.34	\$77,765.50	\$82,585.09	\$89,130.79	\$96,491.84	\$100,049.21

### 20.2 Composition of Total Remuneration

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

### 20.3 Base Remuneration

Base remuneration for each level of the classification structure is detailed in the table provided at clause 20.1 above taking into account the adjustments provided in clause 20.10.

### 20.4 Aggregate Penalties

Aggregate penalties are provided to compensate employees for:

- 20.4.1 working shiftwork and weekends;
- 20.4.2 annual leave loading
- 20.4.3 Aggregate penalties are calculated for a whole forecast Master Roster. Employees rotate through lines on a Master Roster without altering the APM. Where an employee works under a Master Roster that contains only one line, APM is calculated on the individual's Master Roster.
- 20.4.4 Aggregate penalties are determined by calculating an Aggregate Penalty Multiplier (APM) from the shift and rostering information provided on a forecast Master Roster.

### 20.5 Application of APM

- 20.5.1 An APM will be calculated on the basis of all the forecast working shown on a Master Roster, in accordance with the provisions contained within clause 20.6 below.
- 20.5.1 The resultant APM will be applied to the Base Remuneration for each employee resulting in an annual quantum of APM. The resultant quantum of APM will be paid in equal instalments each pay period, irrespective of the Hours Worked by the employee in the pay period. The APM is not applied to payments for overtime.

- 20.5.2 Where more than one Master Roster is operative at a depot an APM will be calculated for each Master Roster. The APM applicable to a particular employee will be calculated based on the Master Roster under which they work. Where an employee works under a Master Roster that contains only one line, APM is calculated on the individuals Master Roster.
- 20.5.3 Where an employee works under Blank Line Working the employee's APM will be the APM for the predominant forecast Master Roster operating at the relevant depot. The predominant forecast Master Roster is the Master Roster under which the majority of employees work.

## 20.6 Calculating APM

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

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

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

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

To calculate the APM use the following:

### **Part A**

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

### **Part B**

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

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

## 20.7 Aggregate Allowance

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

20.7.2 Aggregate Allowances are calculated as a percentage of the rate \$61,045.91 which will be adjusted by this and future remuneration increases. For Locomotive Driver roles, the allowance is 9.5% of this rate (i.e., \$5,799.36 per annum).

## 20.8 Remote Locality Allowance

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

	Alice Springs	Kalgoorlie	Broken Hill
	Payment Per Fortnight	Payment Per Fortnight	Payment Per Fortnight
with or without dependents	\$97.07	\$39.29	\$10.02

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

## 20.9 Wage/Salary Payments

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

20.9.2 Where standalone payments are due (e.g., for barracks detention in excess of 12.5 hours, work on RDOs and hours in excess of the Lift Up and Lay Back limits) these will be made by Electronic Funds Transfer (EFT) on a fortnightly basis in arrears. Overtime incurred in the circumstances outlined in clause 16.1.1 will be paid in the pay period following the Cycle of Hours.

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

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

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

## 20.10 Remuneration Increases

20.10.1 The base remuneration outlined in the tables in sub-clauses 20.1 and the rate outlined in sub-clause 20.7.2 will be increased in the following manner:

Operative Date	Percentage Increase
From the beginning of the first payment cycle on or after 1 April 2018	2.5%
From the beginning of the first payment cycle on or after 1 April 2019	2.5%
From the beginning of the first payment cycle on or after 1 April 2020	2.5%

20.10.2 It is the intention of the parties to negotiate in good faith and endeavour to reach agreement as soon as possible. With this in mind, the parties agree to commence active discussions for a replacement agreement 12 months prior to the nominal expiry date of this Agreement.

## 20.11 XPT TRAVEL

First Class travel on the XPT for travel shifts will be utilised where ever practicably possible.

## **20.12 Sign On Bonus**

20.12.1 Upon ratification of this agreement by the FWC each Employee will receive a sign on bonus of \$1000.

## **21 STAND DOWN**

- 21.1 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.
- 21.2 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 clear days prior to the stand down commencing. However, in circumstances where PN is aware in advance that Employees will be required to be stood down, for example planned maintenance, then PN must give affected Employees at least 14 clear days' notice.
- 21.3 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.
- 21.4 Employees who are stood down under this provision shall be treated for all purposes (other than payment) as having continuity of employment.
- 21.5 Any Employee stood down in accordance with this clause may, at any time during the stand down, terminate their employment without notice and shall be entitled to receive, as soon as possible, any payments to which they are entitled up to the time of the resignation, without default of the Employee.
- 21.6 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, PN shall not require the Employee to attend work until the Employee has worked out a period of notice where required to do so by the other employer.
- 21.7 An employee who is stood down in accordance with this clause may elect to take leave or other time owed by Pacific National.
- 21.8 Notwithstanding any other provision of this clause, Pacific National shall not be entitled to deduct any payment for any public holiday, which occurs during a period of stand down.

## **22 SUPERANNUATION AND SALARY SACRIFICE**

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



## **23 UNIFORMS**

- 23.1 Pacific National will provide employees with uniforms and, where required, protective clothing or equipment.
- 23.2 Pacific National will replace uniforms, protective clothing and equipment on a "fair wear and tear" basis.
- 23.3 If Pacific National intends to make significant changes to uniforms, protective clothing and equipment issued under this clause, it will undertake consultation in accordance with the provisions outlined in clause 42 of this Agreement.

## **24 DISCIPLINARY PROCEDURES**

- 24.1 Disciplinary measures are implemented within the context of an overall performance management approach. Employees will at all times be accorded procedural fairness and if the Employee so chooses, a representative which may include a union.
- 24.2 Before implementing disciplinary measures, PN will:
  - 24.2.1 Gather and analyse any material relevant to the performance issue subject to the disciplinary measures and give the employee a copy:
  - 24.2.2 Advise the employee of the allegation(s) of inappropriate performance or behaviour in writing; and
  - 24.2.3 Provide the employee with an opportunity to respond to any allegation(s).
- 24.3 During the investigation described above, PN may stand the Employee down, with pay, during part or all of the investigation
- 24.4 In implementing disciplinary action, PN may:
  - 24.4.1 Issue a verbal or written caution, warning or reprimand; or
  - 24.4.2 Impose a temporary reduction in position or classification level and/or pay (for a period of up to twelve months) which may include a written caution or warning. When this option is implemented, the employee will be required to undertake work activities in accordance with the classification level to which they have been regressed; or
  - 24.4.3 Suspend an employee from duty, which may include a written caution or warning, with or without pay for a maximum period of 4 weeks; or
  - 24.4.4 Dismiss an employee.
  - 24.4.5 With the exception of a termination, any employee who has a grievance in relation to the application of this clause shall follow the Dispute Settling Procedure outlined in clause 43 of this Agreement.

## **25 TERMINATION OF EMPLOYMENT**

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

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

25.2 For employees over 45, the notice period specified in clause 25.1 above will be increased by 1 week.

25.3 In circumstances where the Employee terminates their employment, the Employee's obligations with respect to notice shall be as set out above at 25.1.

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

25.5 Notwithstanding clauses 25.1 and 25.2 above, Pacific National has the right to terminate an employee's employment without notice if the employee is guilty of serious misconduct.

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

25.7 An employee aged 55 years or more may provide in writing to the employer notification of at least six (6) months their intention to retire from the workforce. In consideration of providing a minimum of 6 months' notice, if the employee retires on that nominated date (or a later date by mutual agreement between the Employee and the Company) the Company will pay (upon termination at the employee's initiative in accordance with the notice provided by the employee under this clause) a lump sum of four thousand (\$4000.00) dollars in addition to any other termination benefits to which the employee may be entitled, as nominated in recognition of the notice period of six months. The employee must confirm the intention to retire through the provision of notice in accordance with clause 25.3.

## **26 ABANDONMENT OF EMPLOYMENT**

26.1 Where an employee is absent from duty for more than 5 days this shall be considered prima facie an abandonment of employment.

26.2 However prior to PN confirming the termination, PN must write to the Employee, at the last known address, advising the Employee that their employment will be terminated should the employee fail to contact their supervisor within a further 5 days of the date of the letter.

26.3 If no response is received, PN shall confirm the termination.

## **27 REDUNDANCY**

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

27.2 For the purpose of clause 27.1 a suitable alternative position which includes, but not limited to, the following:

27.2.1 the employee's skill base, competence and experience or is suitable after the provision of appropriate training and such training is offered by Pacific National (or such other person) to the employee at no cost to the employee; and

27.2.2 attracts the same or no less favourable terms and conditions of employment overall.

- 27.3 Without limiting the terms of clause 27.2 above, a suitable alternative position may be a position:
- 27.3.1 Elsewhere within Pacific National's operations; or,
  - 27.3.2 With another related entity to Pacific National; or,
  - 27.3.3 With an unrelated entity in circumstance where Pacific National has sold all or part of its business.
- 27.4 Where Pacific National decides that it no longer requires the position an employee has been doing to be done by anyone, Pacific National:
- 27.4.1 Shall undertake consultation, as outlined in clause 42 of this Agreement;
  - 27.4.2 Shall explore opportunities for suitable alternative employment;
  - 27.4.3 Shall call for expressions of interest in suitable alternative employment and/or voluntary redundancy, where appropriate, from other employees. Pacific National has the right to accept or reject expressions of interest from individual employees.
- 27.5 Subject to clause 27.3, shall make offers to employees for suitable alternative employment, voluntary redundancy and/or initiate involuntary redundancy, as appropriate, following consideration of all of the criteria outlined in this clause.
- 27.6 Selection for redundancies shall be made having regard to the following criteria:
- 27.6.1 Pacific National's needs for competencies;
  - 27.6.2 Employee qualifications;
  - 27.6.3 Employee past work performance and experience;
  - 27.6.4 An employee's suitability for Pacific National's future needs; and
  - 27.6.5 Any expressions of interest for voluntary redundancy.
- 27.7 Severance payments are payable upon termination on account of redundancy and are in addition to:
- 27.7.1 Notice or payment in lieu of notice; and
  - 27.7.2 Payment for any accrued but untaken leave or days in lieu which are payable on termination.
- 27.8 Severance payments shall be calculated:
- 27.8.1 On the employee's Base Rate at the time of termination for the Employee's ordinary hours of work;
  - 27.8.2 Shall be paid on a pro rata basis for part years of service. Pro rata shall be calculated to the day.
- 27.9 The rate of payment is four week's pay per year of service up to a maximum of eighty weeks, calculated on the Base Rate. To avoid doubt, an employee's prior service includes any previous continuous service with FreightCorp or National Rail Corporation. With respect to previous continuous service with FreightCorp, this includes prior continuous service with NSW Government Agencies.
- 27.10 Where an Employee has been offered an alternative position which would require the Employee to relocate, irrespective of whether that position is suitable or otherwise, and the Employee chooses to accept the offer of employment in lieu of accepting a redundancy, Pacific National shall offer to pay the Employee's relocation expenses, as set out in clause 45 to a maximum of \$36,549.46\* 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*

## **28 ANNUAL LEAVE**

- 28.1 Employees are entitled to Annual Leave in accordance with the Act and as set out below.
- 28.2 A Dayworker shall receive 4 weeks annual leave being the equivalent to 152 hours;
- 28.3 Shiftworkers shall receive 5 weeks annual leave being the equivalent to 190 hours.
- 28.4 An Employee's entitlement to annual leave accrues progressively during a year of service according to an Employee's ordinary hours of work, and accumulates year to year.
- 28.5 Annual leave loading is included in the Aggregate Penalties payment.
- 28.6 Annual leave is normally rostered and taken in blocks of one or more calendar weeks. Employees may request to take leave in less than one week blocks. Any such request is subject to approval by PN.
- 28.7 Normally employees will take annual leave on a planned basis consistent with the developed annual leave roster. An employee may apply for unplanned annual leave and PN will if the leave is approved, roster the annual leave on the basis of the number of calendar days taken. Applications for this unplanned leave must be made at least (1) month prior to the expected commencement date for approval by the relevant manager. This period of notice may be reduced by agreement between the Employee and the manager. The employee will be advised within two (2) weeks, whether the application has been approved.
- 28.8 For all Employees, when annual leave is taken in fewer than 1 week blocks, it will be deducted from the employee's accrual at 7.6 hours for each day of leave taken. Otherwise all annual leave will be deducted, from the employee's accrual of annual leave, at 38 hours per week.
- 28.9 Where a public holiday falls during a period of annual leave, PN will credit the employee with an additional day of annual leave.
- 28.10 Leave should be taken in the year following its accrual. For this to happen, PN will develop rosters, in consultation with affected Employees. Employees must take leave in accordance with leave rosters.
- 28.11 Employees may, subject to approval by PN, exchange rostered blocks of annual leave with other employees in the same position. Exchanges must not create operational constraints and must be cost neutral to PN. Subject to these conditions, PN will not unreasonably withhold approval.
- 28.12 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 months. Applications to defer annual leave should be made prior to the posting of the annual leave roster and approval by PN is subject to the operational needs of the business.
- 28.13 Payment of accrued leave, including upon termination, will be made at the Total Remuneration rate.
- 28.14 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.
- 28.15 Operation stream Employees' annual leave will be on a Sunday to Saturday basis. Support Stream employees may take any combination of 7 days based on a calendar week.

### **28.16 Cashing Out of Annual Leave**

28.16.1 Employees may, with the agreement of PN, cash out accrued annual leave as follows:

- 28.16.1.1 Each request made by an Employee must be agreed to in writing by PN; and,
- 28.16.1.2 An Employee may only cash out accrued annual leave in excess of 4 weeks. That is, after cashing out, an Employee must have no fewer than 4 weeks' accrued annual leave.
- 28.16.1.3 An Employee will be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has foregone.

## **29 PUBLIC HOLIDAYS**

- 29.1 Due to the nature of the work performed by PN, being a business that operates 24 hours per day, 365 days per year, employees can be required to work on public holidays in accordance with their respective roster.
- 29.2 All employees (other than Casual Employees) shall be entitled to the following public holidays without loss of pay:
- 29.2.1 New Year's Day; Good Friday; Easter Monday; Christmas Day; Boxing Day; Australia Day; Anzac Day; Queen's Birthday, Eight Hours' Day (Labour Day) and Easter Saturday;
- 29.2.2 Any other days or part-days prescribed by the relevant State or Territory 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.
- 29.3 Provisions for Dayworkers
- 29.3.1 Substitution
- 29.3.1.1 Where Christmas Day and/or Boxing Day falls on a Saturday or Sunday, then the next Monday and/or Tuesday following the Saturday/Sunday shall be substituted as the public holiday.
- 29.3.1.2 Where Anzac Day; Australia Day; New Year's Day fall on a Saturday or Sunday then the Monday following that Saturday or Sunday shall be substituted as the public holiday.
- 29.3.1.3 Where 31 December (NSW Only) falls on a Saturday or Sunday, then the previous Friday shall be substituted as the public holiday.
- 29.3.2 Payment for Working on a Public Holiday
- 29.3.2.1 Where a Dayworker is rostered to work on a public holiday and actually works on the public holiday, they shall receive their Base Rate plus an additional payment at the rate of 150% of their normal base hourly rate for all hours worked on the public holiday; or
- 29.3.2.2 A day off in lieu (DIL), where approved by PN, plus an additional payment of 50% of the Employee's Base Remuneration for all hours worked on the public holiday. Any DIL not take by 30 June each year shall be paid out at the Base Remuneration.
- 29.3.2.3 Where a Dayworker is not rostered to work on a public holiday but is required to work by PN, all hours worked will stand alone and will be paid at normal overtime rates, as prescribed in this Agreement.
- 29.3.3 RDO on a Public Holiday:
- 29.3.3.1 Where a public holiday falls on a RDO, the Employee shall receive their normal pay.
- 29.3.3.2 Notwithstanding 29.1 above, a Day worker not rostered to work on a public holiday is able to refuse to work on a public holiday if the PN request to work is not reasonable or the refusal to work is reasonable.
- 29.3.4 Provisions for Shiftworkers:
- 29.3.4.1 Shiftworkers have compensation included in their annual cycle of hours, i.e. 1976 hours for the public holidays set out in sub clause 29.2.
- 29.3.5 Substitution:
- 29.3.5.1 There is no substitution of public holidays for Shiftworkers. The public holiday will be the actual day on which it falls. For example if Christmas Day falls on a Sunday, then Sunday will be the public holiday. This is irrespective of any substitution made for Dayworkers or any changes made as a consequence of Government gazettal notices.
- 29.3.6 Payment for Working on a Public Holiday:

- 29.3.6.1 Where a Shiftworker is rostered to work on a public holiday and actually works, they shall receive their normal pay plus an additional payment at the rate of 150% of their Base Rate for all hours worked on the public holiday, or
- 29.3.6.2 A day off in lieu (DIL), where approved by PN, plus an additional payment of 50% of the Employee's Base Remuneration for all hours worked on the public holiday. Any DIL not taken by 30 June each year shall be paid out at the Base Remuneration.
- 29.3.7 Where a public holiday falls during a period of annual leave and/or long service leave, PN will provide the employee with an additional day of leave including where this falls on an RDO including RDO's on weekends.
- 29.3.8 For all other days (for example: RDOs, jury service, blank days, cancellations) upon which a public holiday falls, the employee shall receive a credit of 7.6 hours to their duty cycle on the day of the public holiday.
- 29.3.9 Where an employee works part of a public holiday PN will credit the short fall of hour worked up to a maximum of 7.6 hours per day in addition to the payment of 1.5 for all actual hours worked.

### **30 LONG SERVICE LEAVE**

- 30.1 Subject to clause 30.9 or 30.10 below, employees will be entitled to four hundred and fifty-six (456) hours, equivalent to twelve (12) weeks of paid long service leave, following a period of ten (10) years continuous employment
- 30.2 Subject to clause 30.9 or 30.10 below, for each year of additional service above ten years, long service leave will accrue at the rate of fifty (50) hours of leave per year of service thereafter.
- 30.3 Long Service leave is normally rostered and taken in blocks of one or more calendar weeks. Employees may request to take leave in less than one week blocks. Any such request is subject to approval by PN and subject to applicable state legislation.
- 30.4 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.
- 30.5 In the event of a termination for Employees who have in excess of five (5) years' service but who have not yet qualified for long service leave in accordance with clause 30.1 and/or 30.9 or 30.10 any pro rata long service leave accrued for such service will be paid out. If the termination is for misconduct, abandonment, or disciplinary reason, no payment shall be made.
- 30.6 Normally employees may take Long Service leave on a planned basis in conjunction with the development of the annual leave roster (subject to subclauses 30.7 and 30.8 below). An employee may apply for unplanned long service leave and PN will if the leave is approved, roster the long service leave on the basis of the number of calendar days taken. Applications for this unplanned leave must be made at least (1) month prior to the expected commencement date for approval by the relevant manager. This period of notice may be reduced by agreement between the Employee and the manager. The employee will be advised within two (2) weeks, whether the application has been approved.
- 30.7 PN 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.
- 30.8 Pacific National can roster LSL following consultation with the employee and/or their representative a minimum of 4 weeks prior to the commencement of the requirement to take the Leave.
- 30.9 Long service leave will be paid at the Base Rate.

### **Special provisions for some former National Rail employees**

- 30.10 This provision relates to employees who were employed by PN (ACT) Ltd at 27 February 2004. For these employees the long service leave outlined in 30.1 and clause 30.2 will be paid at the Total Remuneration.

### **Special provisions some former FreightCorp employees**

- 30.11 This provision relates to employees who were employed by FreightCorp as at 21 February, 2002 and who have had continuous service since that date with PN. These employees have the following entitlement to long service leave in place of the provisions outlined in clause 30.1 and clause 30.2, above:
- I. Two calendar months of paid leave after ten (10) years' service;
  - II. Fifteen (15) calendar days leave for each additional year of service beyond ten (10) years;
  - III. All book-off days and weekends are considered part of the leave and are not paid separately.
  - IV. Long Service Leave for these employees is paid at the Base Rate.

## **31 PERSONAL / CARERS LEAVE**

- 31.1 The paid Personal / Carer's leave entitlement for a permanent full-time employee is one hundred and fourteen (114) hours per annum, which is equivalent to fifteen (15) days at 7.6 hours per day and shall accrue at the rate of 9.5 hours per month. Any untaken leave will accumulate from year to year, without limit.
- 31.2 Part-time employees will receive a pro-rata allocation of Personal / Carer's leave.
- 31.3 Employees are required to provide a medical certificate or statutory declaration in circumstance where it is not practicable to obtain a medical certificate when Personal/Carer's leave:
- 31.3.1 Exceeds three (3) working days for all Employees other than those Employees who were previously covered by the Pacific National Northern Coal Union Collective Agreement 2006 who shall be required to produce a medical certificate or statutory declaration after two (2) working days; or
- 31.3.2 If a PN manager doubts whether an Employee's previous absences from work are due to genuine illness or injury, the Employee may be required to provide medical certificates for every personal/carer's leave absence within a defined period of up to twelve (12) months.
- 31.4 Except for clauses 31.1 to 31.3 above, the operation of personal/carer's leave will be in accordance with the provisions of The Act. This includes, but is not limited to, provisions of The Act regarding:
- 31.4.1 The method or manner required for taking personal/carer's leave; and
- 31.4.2 The provision of documentary evidence regarding personal/carer's leave.
- 31.5 All payments for Personal / Carers leave will be based on the following:
- 31.5.1 Total Remuneration for up to seventy six (76) hours per annum;
- 31.5.2 Total Remuneration for continuous blocks of leave of seventy six (76) hours or more.
- 31.5.3 Base Remuneration for hours in excess of 76 hours per annum.
- 31.6 Each shift in respect of which Personal / Carer's leave has been approved will be deducted on the following basis:
- 31.6.1 For Train Crew, each shift in respect of which Personal / Carer's leave has been approved will be deducted from the hours of work cycle at the rate of 7.6 hours per shift

or rostered hours, in which case the rostered hours will be deducted from the employee's personal carer's leave accrual. The employee concerned will advise his/her supervisor at the time of taking the leave as to which option shall be applied.

31.6.2 For all other employees, Personal / Carer's leave deductions will be made in accordance with the rostered hours.

31.7 If:

31.7.1 An employee has taken personal leave on the basis of an illness or injury; and

31.7.2 It is considered necessary by PN that the employee attend a medical examination in respect of the illness or injury prior to returning to work,

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

31.8 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.

31.9 If an employee becomes ill while on long service leave, Personal / Carer's leave may be approved and long service leave re-credited in the following circumstances:

31.9.1 Where the illness extends more than seven calendar days; and

31.9.2 The employee has contacted their manager / supervisor within three (3) days of becoming sick and;

31.9.3 The illness is supported by a medical certificate.

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

## **32 MEDICAL RETIREMENT**

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

32.2 Where medical retirement is progressed, the Employee is to utilise all of the Employee's accumulated Personal/Care's sick leave prior to a medical retirement taking effect. Personal / Carer's leave does not accrue from the date the medical retirement is approved. This provision does not apply to an employee on worker's compensation as they are not entitled to take accumulated personal / carer's leave before medical retirement.

## **33 SICK LEAVE PENDING WORKER'S COMPENSATION**

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

## **34 UNPAID CARER'S LEAVE**

34.1 The entitlement to Unpaid Carer's Leave will be in accordance with The Act.

34.2 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:

34.2.1 A personal illness, or injury, of the member; or

34.2.2 An unexpected emergency affecting the member.

34.3 Unpaid carer's leave may be taken in a single unbroken period of up to two (2) days or in any separate periods as agreed between the Employee and PN.



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

### **35 TRAUMA LEAVE**

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.

### **36 COMPASSIONATE LEAVE**

- 36.1 Employees are entitled to 2 days Compassionate Leave per occasion. The rules for the taking of Compassionate Leave are set out in the Act and are incorporated into this Agreement.
- 36.2 Notwithstanding the provisions of clause 36.1 above, paid leave of up to 5 days will be available where a death involves the Employee's spouse or partner or former spouse or child (which child will include a step, foster or adopted child) or Parent, Step Parent, grandparent or grandchild of either the employee or their spouse and brothers and sister of either the employee or their spouse.
- 36.3 Compassionate leave shall be paid at the Total Remuneration.

### **37 PARENTAL LEAVE**

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

37.5 Paid Parental leave referred to in clause 37.1 shall be paid at the base rate.

### **38 LEAVE WITHOUT PAY**

PN may approve leave without pay subject to the needs of the business and at the discretion of the employee's manager. Periods of leave without pay shall not exceed twelve (12) months.

### **39 JURY SERVICE**

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

39.2 Payment for leave for jury service will be made at Aggregate Remuneration.

39.3 Employees are to notify the company, and provide appropriate evidence when their attendance is confirmed for jury service.

### **40 SPECIAL LEAVE**

40.1 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.

40.2 Each application for leave under this provision will be assessed on its merits. Approval will be granted subject to the operational requirements of the work unit or team. PN will not unreasonably withhold such approval.

40.3 PN will provide unpaid leave for defence force reservists in accordance with the requirements set out in the Defence Reserve Service (Protection) Act 2001.

40.4 Special leave is paid at the Base Rate.

40.5 In addition, Pacific National will consult with employees, and the RTBU, regarding the introduction of a domestic violence leave policy. This policy will not form part of, or be incorporated into this Agreement.

### **41 HOME BASE AND SIGN-ON / SIGN-OFF**

41.1 Upon commencing employment, an employee shall be allocated a sign on/sign off point at which he/she shall commence and finish a shift. This point shall be located within a depot, terminal or office (hereinafter referred to as the "home base") where the employee shall report in order to commence and complete a shift.

41.2 For the purposes of this clause the home base for employees employed by Pacific National at the time of the lodgement of this Agreement with the FWC shall be that depot, terminal or office where they generally commence and finish work.

41.3 Sign on and sign off points within a home base may be varied following consultation with the affected employees.

#### **41.4 Sign-on/sign-off points outside a Home Base**

41.4.1 Additional sign-on/sign-off points outside a home base have also been established. A list of these points is provided at Attachment 2 to this Agreement. These locations will not be varied during the life of this Agreement unless agreed with the employees.

41.4.2 Each sign-on/sign-off point must contain the following:

- i. Secure car parking;
- ii. Amenities including a meal room (to include at least a refrigerator, toaster, cooker or microwave, kettle, and drinkable water), secure lockers, showers, toilets, air conditioning and heating;
- iii. Communications such as telephones or radios or emails;

- iv. Operational documentation;
- v. Provision for the transport of any safety or maintenance equipment; and
- vi. Notice Board.

#### **41.5 Payment for excess travelling time**

In respect of sign-on/sign-off points outside the home base, where the time taken by the employee exceeds more than fifteen (15) minutes than the usual commute from the employee's residence to the usual home base, the employee will be paid the excess travelling time for the whole travelling time at the base remuneration of pay in blocks of ten (10) minutes (e.g., 18 minutes paid at 20 minutes).

#### **41.6 Payment for use of employees own motor vehicle**

- 41.6.1 Where an employee uses his/her own vehicle to travel to another sign on/sign off point, the employee shall be reimbursed for additional expense associated with any extra distance from the employee's usual residence to their usual home base (e.g. usual commute 7 kilometres, commute to new sign-on/sign-off point 12 kilometres – reimbursement for 5 kilometres extra distance). In the case of a motor vehicle the cost reimbursed shall be at the rate per kilometre for their vehicle size which is specified by the Australian Taxation Office and shall include the cost of tolls.
- 41.6.2 For other travel, i.e. public transport, the additional costs which are reasonably incurred shall be reimbursed, however pre-approval is to be obtained before the use of Taxis as other travel.
- 41.6.3 Where an employee finishes work at a location that is different to the sign-on location, Pacific National will provide transport back to the sign-on point, unless otherwise agreed. In these circumstances, actual sign-off will be on the return to the sign-on location and shall be within the Shift Length.
- 41.6.4 It is an employee's responsibility to convey themselves to their designated sign-on point. However, with respect to sign-on/sign-off point outside the usual home base, in cases where, because of genuine hardship, employees are unable to transport themselves to a sign-on point, Pacific National will provide transport to the sign-on point at no cost to the employee. Genuine hardship may include personal commitments such as family responsibilities.
- 41.6.5 This clause shall not apply to relief points.
- 41.6.6 Where an employee is required to work a 12-hour shift, or a driver only shift the employee shall sign-on/sign-off at the employee's home base unless the commute distance from the sign-on/sign-off points is less than the normal commute.
- 41.6.7 Roster officers will apply their best endeavours to minimise the impact of employees' entitlement to intervals between shifts where excess travelling time is a factor. Excess travelling time, as described in Clause 41.5 above, shall be included in an employee's fatigue scoring.

## **42 CONSULTATION AND CHANGE**

### **Consultation**

- 42.1 The parties are committed to pursue all opportunities to adopt the world's best practices through modern technology and continuous improvement to all aspects of PN's operations.
- 42.2 Levels of manning, equipment and methods of operation may be varied from time to time by PN to reflect the need for safe work practices, improved technology, and new types of machinery or systems, customer service needs or for any other reason.
- 42.3 PN having made a definite decision that it intends to proceed with any significant change shall issue a notification, in writing, advising:
  - i. The affected Employees and their representatives which may include their Union;

- ii. The nature of the change;
- iii. The reason for it;
- iv. The timing of it; and,
- v. Any other relevant information.

- 42.4 PN shall allow the employee, their representative and the Union, an opportunity to express their view or concerns. PN will allow employees, their representative and their Union to actively participate in the consultative process. That is, allow for the reasonable release and payment of employees to attend meetings and access to entitlements as provided for in clause 44 of this Agreement.
- 42.5 PN shall genuinely consult and consider any views or advice from the employees, their representative and their Union in relation to the proposed change and provide written reasons addressing concerns raised by employees and or employee representatives
- 42.6 This consultative process must be completed within a period of 14 days from the date of notification by PN as set out in clause 42.3 above, subject to the provisions of 42.4 being complied with. Failure to comply with the provisions of 42.4 will delay and or extend the 14 day period accordingly.
- 42.7 Should PN fail to provide the notification as required in clause 42.3 above PN shall not implement any of the proposed changes until such time that the proper notification of change has been provided and the consultation process set out in clause 42.4 has been complied with.
- 42.8 Further, where PN has failed to engage in any consultation what so ever with the affected Employees, their representative or their Union, may issue PN, within 7 days of the non-compliance, with a notice of dispute, in writing, setting out the reasons for the dispute in the form set out in Attachment 3 of this Agreement. Upon receiving such notice of dispute PN will not implement the change and or cease the change should it have been already implemented.
- 42.9 It is agreed between the Parties that after the above notification and consultation process has satisfactorily taken place, PN, may implement change after a further fourteen (14) days.
- 42.10 The provisions in this clause 42 (Consultation and Change) shall apply if the Company proposes to introduce a change to the regular roster or ordinary hours of work, and the Company will invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

### **Significant Change**

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

### **Right To Conciliation**

- 42.12 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 43, with respect of the proposed change. In such circumstances, Clause 43.2.1 to 43.2.4 need not be followed.

### **Right to Arbitration**

- 42.13 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 42.3 and 42.4 above.
- 42.14 The Employees with their representatives shall have a further right to arbitrate a dispute where PN have introduced the change and the provisions of clause 42.8 have been enacted.

### **43 RESOLUTION OF DISPUTES**

- 43.1 Employees may be represented at any stage of the Resolution of Disputes process by a representative of their choosing which representative may include a union.
- 43.2 Where a dispute or grievance arises between PN and its Employees in relation to the application of this Agreement or other workplace change the following will occur:
- 43.2.1 Where a person or their representative wish to lodge a dispute or grievance it must be done so in writing in the form as set out in Attachment 3 of this Agreement.
- 43.2.2 Where the person or their representative who lodges the dispute / grievance elects to commence the dispute settling process with this step, the employee(s) who is (are) affected by the decision will discuss the matter with their Local Manager. This may be appropriate, even where the Local Manager was not the PN manager who made the decision which is subject of the dispute notice.
- 43.2.3 The Local Manager will consider the issues raised and will respond to the employee who lodged the notice within 24 hours. This response may be verbal or in writing, if so requested.
- 43.2.4 If the dispute / grievance remains unresolved, it may be referred to the General Manager or their nominee and if the employee(s) affected so request, a Union representative for discussion.
- 43.2.5 This discussion must be concluded within 48 hours.
- 43.2.6 If the dispute / grievance remains unresolved, it may be referred to the Group General Manager of the relevant business unit and if the employees(s) affected so request, a representative, which may include a union. Where an employee chooses a union to represent them, the relevant State Secretary or National Secretary (or their nominee) may choose to be involved in these discussions.
- 43.2.7 These discussions must be completed within 48 hours.
- 43.2.8 If the dispute / grievance remains unresolved, a "cooling off period" of 48 hours (excluding weekends and public holidays) will occur at this stage of the process. During this period, the parties may continue to have discussions at whichever level they regard as most likely to assist in resolving the dispute / grievance. The parties may agree, at this point, to utilise mediation to resolve the dispute.
- 43.2.9 During, or at the conclusion of the cooling off period, either party may decide to refer the matter to a mutually acceptable independent mediator or the FWC for the purpose of conciliation of the dispute. The conciliation must occur as soon as reasonably practicable.
- 43.2.10 Where a dispute / grievance is escalated to the point of involvement of either an independent mediator or the FWC in conciliation, the parties acknowledge the significance of this point being reached. Therefore, any recommendation made by the independent mediator or FWC in an attempt to assist the parties to resolve the dispute / grievance will be treated as highly influential.
- 43.2.11 Where both parties agree, they may empower the mediator or member of the FWC to resolve the matter by arbitration.
- 43.2.12 Any of the steps in the process may be removed where both parties agree. Likewise, the parties may agree to extend the timeframes within which each of the steps is to be completed.
- 43.3 At all times during this process work shall continue in the manner it was being performed immediately before the dispute or grievance.

### **44 REPRESENTATIVES**

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

- 44.2 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.
- 44.3 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.
- 44.4 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.
- 44.5 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.
- 44.6 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.
- 44.7 To be eligible for special paid leave, the employee:
  - 44.7.1 Is required to apply for leave at least four (4) weeks prior to the meeting;
  - 44.7.2 Is required to provide documentary evidence, signed by the appropriate authorized Officer of the Union, that they are an elected delegate of the Union and are required by the Union to attend the meeting. This documentation must also include the duration of the meeting.

## **45 TRANSFER OF EXISTING EMPLOYEES**

- 45.1 PN proposals that may require an employee to relocate will be subject to the consultative provisions outlined in Clause 42 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.
- 45.2 Where a transfer instigated by PN requires the employee to relocate their residence, PN will meet reasonable relocation expenses.
- 45.3 Based on individual circumstances, the following expenses will be met:
  - 45.3.1 Housing expenses
    - 45.3.1.1 Costs associated with selling a residence at the "old" location, including Agent's commission, legal expenses, stamp duty and Bank charges.
    - 45.3.1.2 Costs associated with the purchase or construction of a new residence at the "new" location, where that residence will be the usual place of residence, such as legal expenses, stamp duty, bank charges, connection of utilities and mortgage insurance (one-off payment).
  - 45.3.2 Removal expenses, including removalist's fees, insurance charges and temporary storage (up to twelve months).
  - 45.3.3 Travel expenses, including:
    - 45.3.3.1 One familiarisation visit, of up to five days with travel costs, to the limit of economy class airfares for the employee and spouse to visit the location to examine housing and other services; and
    - 45.3.3.2 Actual travel costs, to the limit of economy class airfares for the employee and family during the actual relocation.
  - 45.3.4 Resettlement Allowance
    - 45.3.4.1 Resettlement Allowance is provided to cover the costs of temporary

accommodation for employees and their families until a permanent residence is available. Resettlement allowance is paid as a reimbursement to cover actual costs incurred for temporary accommodation on the following basis:

- 45.3.4.2 Employees with dependants may be reimbursed up to the value of six weeks' pay, calculated on their base remuneration, where the dependants accompany them; or
- 45.3.4.3 Employees without dependants will be reimbursed up to the value of three weeks' pay, calculated on their base remuneration.

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

**46 TEMPORARY TRANSFER**

46.1 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.

46.2 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.

46.3 PN will provide the means of travelling to and from the temporary location if required. Reasonable time allowances for travelling to and from all locations where motor vehicles are utilised, will apply. Employees will be paid travelling time on a standalone 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.

46.4 Reimbursement for use of private motor vehicle will be in accordance with the relevant PN policy. When temporarily transferred, the Employee has the option of an expense allowance or reimbursement of reasonable expenses associated with temporary location transfer. Such reimbursement or allowance will be in accordance with the relevant PN policy. Employees may elect to receive the allowance in advance upon request.

46.5 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 \$197.35 for each full day away from their Home Base. The payment of expenses is on the following basis:

46.5.1 This daily rate is made up of \$23.63 for each breakfast and each lunch, \$29.69 for each dinner and \$120.41 for each bed.

46.5.2 No allowance for breakfast, lunch, dinner or bed, as the case may be, shall be granted to an employee unless they commence travelling from their home base earlier than the time specified in the table below and return to their home base after the time specified in the table below:

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

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

46.5.3 Expenses shall be adjusted by a formula that applies the Consumer Price Index (CPI) (weighted average of eight (8) capital cities) for the bed component and by the Meals Out and Take Away Food component of the CPI for the meals components. This adjustment shall be made annually in the first full pay period following the release of CPI data for the September quarter each year.

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

## **47 MEDICAL ASSESSMENTS**

- 47.1 Where, through the operation of the National Standard for Health Assessment of Rail Safety Workers (“National Standard”) an employee is required to undertake a Health Assessment, Pacific National will pay the cost of the medical assessment including all required tests up to the “Determination”. In addition Pacific National will pay for the cost of a stress ECG and Glucose Blood Test (fasting) whether undertaken before or after determination.
- 47.2 Notwithstanding clause 47.1, Pacific National will pay for the cost of the first sleep apnoea test or provide the equipment or administration of the test to enable the employee to undertake the test at no cost in accordance with the National Standard for Health Assessment of Rail Safety Workers (“National Standard”). For the avoidance of doubt, the first sleep apnoea test means that any other sleep apnoea tests conducted after this initial test, will need to be organised and paid for by the employee.
- 47.3 The Determination occurs when a qualified health professional, in satisfaction of the National Standard, has determined that the employee is either:
- i. Fit for Duty Unconditional
  - ii. Temporarily Unfit For Duty
  - iii. Fit for Duty Conditional
  - iv. Fit for Duty Subject to Review
  - v. Fit for Duty Subject to job modification
  - vi. Permanently Unfit for duty
- 47.4 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.
- 47.5 In order to ensure privacy is maintained in relation to the medical files, where an employee seeks to claim such costs in these circumstances, the Chief Medical Officer or suitably qualified nominee will review the case file and make a determination as to whether the referral was justified. The decision of the Chief Medical Officer in such matters will be final.
- 47.6 Where it is determined that the referral was not justified, Pacific National will:
- i. Reimburse the employee for the medical costs incurred as a result of the referral; and
  - ii. Re-credit any sick leave that has been used as a result of being unable to perform their duties as a result of the referral.
- 47.7 The above provisions do not exclude any obligations arising under the applicable Worker’s Compensation legislation.
- 47.8 Payment for Pathology Blood Testing
- 47.8.1 Where an employee is required to participate in a pathology blood test prior to their medical assessment, this may occur during normal rostered hours or in their own time.



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

## **48 SALARY MAINTENANCE**

### **48.1 Existing Employees on Salary Maintenance**

- 48.1.1 Pacific National employees who were on salary maintenance pursuant to clause 43 of the *Pacific National Enterprise Agreement 2004* will continue to receive salary maintenance on the same grounds as was provided in that clause indefinitely.
- 48.1.2 Employees who entered salary maintenance pursuant to clause 37 of the Pacific National Train Crew Enterprise Agreement 2006 will continue to receive salary maintenance on the same basis as was provided in that clause.

### **48.2 Employees who Start Salary Maintenance During this Agreement**

#### **48.2.1 Employees engaged prior to 27<sup>th</sup> January 2007:**

- 48.2.1.1 Where an existing employee is redeployed or reclassified to another position with a lower Total Remuneration, that employee shall receive salary maintenance on the following basis:
  - 48.2.1.1.1 The employee will retain the classification they held at the date of lodgement of this Agreement and receive the pay increases applicable under this Agreement.
  - 48.2.1.1.2 If the employee is promoted during the life of this Agreement, they will be salary maintained on their Total Remuneration for a period of 12 months (and receive the annual remuneration increases prescribed in Clause 20.10 before reverting to being salary maintained at the level in 48.2.1.1.1 above.

#### **48.2.2 New Employees engaged after 27<sup>th</sup> January 2007:**

- 48.2.2.1 Where such an employee is redeployed or reclassified to another position with a lower Total Remuneration, that employee shall receive salary maintenance on the following basis:
  - 48.2.2.1.1 The employee will receive the Total Remuneration applicable to their former position for a period of twelve months (and receive the increases prescribed in Clause 20.10 during this period.
  - 48.2.2.1.2 At the conclusion of the twelve month period, the employee will revert to and be paid the applicable Total Remuneration for the position they are actually occupying.

### **48.3 Reasonable Alternative Offers**

- 48.3.1 Employees receiving salary maintenance through the application of this clause shall be required to accept a reasonable offer for appointment to a position that has an applicable

salary equal to or greater than their maintained salary. Reasonable within this context will have regard to consideration of the skills, knowledge and experience possessed by the employee and those required for the proposed position. Reasonable will also be considered within the context of the location of the proposed position.

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

## **49 WORKPLACE RELATIONS TRAINING**

- 49.1 Workplace relations training is specifically targeted at maintaining harmonious workplace relations between PN and its Employees.
- 49.2 Unions will identify training course content and ensure that all training is delivered by appropriately qualified trainers. Unions will fund all cost associated with the development and delivery of workplace relations training programmes.
- 49.3 PN will allow a maximum of 1000 hours in total per year for such training. For the avoidance of doubt, the reference to 1000 hours is for the PN Intermodal business and not across all PN businesses.

## **50 INDIVIDUAL FLEXIBILITY ARRANGEMENT**

- 50.1 Notwithstanding any of the other provisions in this Agreement, PN and an individual Employee may agree to vary the application of terms of this Agreement to meet the genuine individual needs of PN and the individual Employee. The terms of the Agreement PN and the individual Employee may agree to vary are those concerning:
  - 50.1.1 Arrangements for when work is performed;
  - 50.1.2 Overtime rates; and
  - 50.1.3 Penalty rates.
- 50.2 PN and the individual Employee must have genuinely made the agreement under Clause 50 without coercion or duress.
- 50.3 The agreement between PN and the individual Employee under Clause 50 must result in the Employee being better off overall than the Employee would have been if no individual flexibility agreement had been agreed to.
- 50.4 The agreement between PN and the individual Employee pursuant to Clause 50 must also:
  - 50.4.1 Be in writing, name the parties to the agreement, be signed by PN and the individual Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;
  - 50.4.2 State the date the agreement commences to operate;
  - 50.4.3 State each term of this Agreement that PN and the Employee have agreed to vary;
  - 50.4.4 Detail how this Agreement has been varied; and,
  - 50.4.5 Detail how the arrangement meets the Better Off Overall Test (BOOT).
- 50.5 PN must give the individual Employee a copy of the agreement within 14 days.
- 50.6 Except as provided in Clause 50, the agreement must not require the approval or consent of a person other than PN and the individual Employee.
- 50.7 Any agreement made pursuant to Clause 50 may be terminated:
  - 50.7.1 By PN or the individual Employee by giving four weeks' notice of termination, in writing, to the other party; or
  - 50.7.2 At any time, by written agreement between PN and the individual Employee.
- 50.8 The right to make an agreement pursuant to this Clause 50 is in addition to, and is not intended to otherwise affect, any provision for an agreement between PN and an individual Employee contained in any other term of this Agreement.

## **51 INTERNAL TRANSFER OF WORK**

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

## **52 LMS**

- 52.1 The LMS will comply with the enterprise 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 21/12/ day of 2017

Signed for and on behalf of  
PACIFIC NATIONAL  
Dean Dalla Valle  
(name)

[Signature]  
(signature)

In the presence of  
SPARCO SORBANO  
(Witness name)

[Signature]  
Witness signature

of the following address  
116, 15 Blue St  
North Sydney, NSW, 2060

Being an authorised signatory for Pacific National

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

BOB NANVA  
(name)

[Signature]  
(signature)

in the presence of

MARK DIAMOND  
(Witness name)

[Signature]  
Witness signature

of the following address  
Suite 210, 4 Gowdree St  
SYDNEY NSW 2000

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

## **ATTACHMENT 1 – ROSTERING GUIDELINES**

### **1. Rosters**

#### **Master Rosters**

- 1.1. A Master Roster shall be exhibited primarily for the purpose of indicating rostered days off (RDOs) and any known or Forecast Work.
- 1.2. The Master Roster may include Forecast Working and Blank Line Working or combinations of both.
- 1.3. The master roster will average a maximum of 38 hours per week for the off peak roster and 40 hours per week for the peak roster unless otherwise agreed with the employees. The parties acknowledge that these additional hours during the peak period are reasonable.
  - 1.3.1 Off peak period is defined as (as close as practicable to) January 1 – September 30
  - 1.3.2 Peak period is defined as (as close as practicable to) October 1 – December 31
- 1.4. Pacific National will maximise the amount of Forecast Working, where business and operational requirements make it practical to do so.
- 1.5. Shifts placed in the Working Roster will not be altered from the Master Roster for the sole purpose of artificially reducing the employees cycle hours.
- 1.6. Where a change to a Master Roster is proposed, consultation as outlined in Clause 42 of this Agreement will commence at least twenty eight (28) days prior to the intended implementation date of the new Master Roster. Following consultation, the final Master Roster is to be posted at least 14 days in advance of its introduction.
- 1.7. The number of Pacific National initiated Master Roster changes shall not exceed four (4) in any twelve (12) month period, unless by agreement of a majority of employees at an affected depot or worksite.
- 1.8. Where a variation to a Master Roster is proposed which does not impact on an RDO, but is only:
  - 1.8.1 A variation to the existing rostered working; or
  - 1.8.2 To place additional RDOs;then such change will not constitute one of the 4 Master Roster changes.

#### **Working Rosters**

- 1.9. Where variations to any forecast work shown on a Master Roster not impacting on RDOs, are required, a Working Roster is developed.
- 1.10. Working Rosters must be posted weekly, at least 9 days in advance of the Sunday on which the roster is to commence.
- 1.11. Working Rosters contain all the work allocated to a depot in the Master Roster. It allocates drivers to work lines and adjusts the work to accommodate additional trains, cancelled trains, training, planned leave and/or any other issues which are known at the time of the posting of the Working Roster.

### **2. RDOs**

- 2.1. There will be a minimum of 104 designated RDOs per annum averaged over a year, inclusive of periods of leave. This does not require PN to provide 2 RDOs for each employee every week. The RDO count will start on at the beginning of the first 16 week Duty Cycle of each calendar year.
- 2.2. Rostered days off can only be altered via a Master Roster change, unless by agreement of the employee concerned.
- 2.3. RDO's will not be placed on Annual Relief lines in the Master Roster but rather will be allocated to the lines at the time of the posting of the Working Roster.

- 2.4. Single rostered days off should be avoided wherever possible in favour of grouping of such days off.
- 2.5. All single RDOs shall be either a minimum of 30 hours (where commencing at midnight) or a minimum of 36 hours (where the actual sign off time occurs between midnight and 0300 hours).
  - 2.5.1 If the actual sign off time is later than 0300, a replacement RDO shall commence at midnight (0001) the following day and be a minimum of 30 hours. Alternatively, an alternate RDO can be selected by mutual agreement between the employee and PN management.
  - 2.5.2 Where an employee has signed off later than 0300 and the replacement RDO commences at midnight of that day, the hours of the shift unable to be worked as a result will be credited to the employee's Duty Cycle.

If an alternate RDO is selected by mutual agreement the hours for the shift that the RDO replaces will be credited to the employee's Duty Cycle.

- 2.6. For Multiple designated RDOs
  - 2.6.1 Where sign off from the previous shift occurs between midday and midnight, the minimum duration of the RDO will be 60 hours for two RDOs, with an additional 24 hours for any further RDOs occurring consecutively.
  - 2.6.2 Where sign off occurs between midnight and 0300, the minimum duration will be 60 hours for two RDOs with an additional 24 hours for any further RDOs occurring consecutively, In these circumstances the RDOs will be rostered by consultation and agreement with the local rostering committee.
  - 2.6.3 Pacific National will act reasonably in rostering RDOs that commence between midnight and 0300, and the local rostering committee will not unreasonably refuse agreement in those cases.
  - 2.6.4 For the avoidance of doubt, where late train running necessitates working beyond midnight, this will not be deemed to be an infringement on the RDO if sign off is prior to 0300 on the day designated as an RDO.
  - 2.6.5 Where sign off from the previous shift occurs between 0300 and midday, the RDO will be deemed to commence at that midday and have a minimum duration of 60 hours for two RDOs, with an additional 24 hours for any further RDOs occurring consecutively.
  - 2.6.6 Where a commencement time for an RDO is not identified on the Master Roster it will be deemed to commence at midnight.
- 2.7. Subject to the agreement of the employee, a Lift Up or Lay Back of sign on time may cause an infringement on a RDO. Where a Lift Up or Lay Back infringes a RDO, the following will apply:
  - 2.7.1 All time worked from the adjusted sign-on time will count as time worked, with hours credited to their Duty Cycle; and
  - 2.7.2 An additional payment at the rate of point seven (0.7) of the employee's hourly base pay rate will be made for time infringed into their RDO.
  - 2.7.3 Where an RDO is infringed upon without the agreement of the employee, the employee can elect to take a payment option or a day in lieu (DIL). The DIL is to be nominated by the employee in the next working roster or by mutual agreement with management at a later date. The payment options which the employee can elect are either of the following:
    - 2.7.3.1 All time worked from the adjusted sign-on time will count as time worked, with hours credited to their Duty Cycle; and an additional payment at the rate of point seven (0.7) of the employee's hourly base pay rate will be made for time infringed into their RDO.
    - 2.7.3.2 All time worked from the adjusted sign-on time will count as time worked on a RDO and paid in accordance to clause 16.

### **Weekends Off Duty:**

- 2.8 In managing rosters, Pacific National will roster one weekend off in every four week period. The above may be varied during the roster development process.
- 2.9 Where sign off from the previous shift is between 1200 hrs (midday) Friday and midnight Friday, a weekend will comprise a minimum of 60 hours duration from sign off of the previous shift.
- 2.10 Where sign off from the previous shift is between midnight Friday and 0300 hours Saturday, a weekend will comprise a minimum of 60 hours duration from sign off of the previous shift. Weekends commencing between midnight and 0300 hours on Saturday morning will be by consultation and agreement with the local rostering committee.
- 2.11 Pacific National will act reasonably in rostering weekends that commence after midnight and the local rostering committee will not unreasonably refuse agreement in those cases.
- 2.12 For the avoidance of doubt, where late train running necessitates working beyond midnight Friday, this will not be deemed to have infringed on a weekend if sign off is before 0300 hours Saturday. If sign-off is after 0300 hours, it will not be deemed to be a weekend off, unless by agreement with the driver concerned.
  - 2.12.1 Where sign off from the previous shift is before 1200 hours Friday the weekend will be deemed to commence at that midday and have a minimum duration of 60 hours.
  - 2.12.2 Pacific National may vary the provisions outlined in this sub-clause subject to agreement with employees at the depots affected.

### **3 Roster Changes**

- 3.1 Pacific National acknowledges that it will use its best endeavours to construct Master Rosters to reflect the real and likely work, so as to minimise any changes that may be subsequently required to rosters.
- 3.2 For roster changes to Forecast Working that do not impact on RDOs employees will be given advance notice of the changes by the posting of the Working Roster.
- 3.3 For employees who have specific reasons to ensure shifts are not altered, they should advise their immediate supervisor of their requirements at least two weeks prior to the posting of the Working Roster. The immediate supervisor will work in conjunction with rostering personnel to facilitate the employee's request.
- 3.4 For blank line rosters, employees will be given a minimum of twelve hours' notice for their next turn of duty. The agreement of the employee concerned is required where less than 12 hours' notice is provided.
- 3.5 With the exception of Lift Up and Lay Back adjustments, where a Working Roster is posted and a subsequent change is required and less than 12 hours' notice of the change is provided, the following will apply:
  - 3.5.1 The sign-on for any new or altered work must be within the Lift Up and Lay Back thresholds, when applied to the original shift(s);
  - 3.5.2 Alternative or new work may be provided, where possible; and
  - 3.5.3 Pacific National has the right to deploy a driver from one form of work to another so long as the work falls within their skills and competencies and falls within their original rostered shift(s) length. In the case of barracks working, the driver must be returned home within the rostered time frame, unless otherwise agreed with the driver concerned.
- 3.6 If no new or alternative work is available, i.e. the shift is cancelled, and at least 3 hours' notice is not provided, the employee will have six hours credited against their Working Cycle Hours.
- 3.7 Subject to relevant OH&S, fatigue management and operational issues, employees may mutually exchange rostered working shifts, with the approval of the relevant manager or rostering staff. Pacific National will not unreasonably withhold approval where such requests are cost neutral. Where employees mutually exchange working shifts, each employee will be credited with the higher of the rostered hours or the actual hours worked for the shift they have completed.
- 3.8 Subject to relevant OH&S regulations, fatigue management and operational issues, if the employee and PN mutually agree to change the existing working shift/s (either forward or backward) then all penalties (including lift up and lay back provisions) will apply only to the new

rostered shift/s. Confirmation will be provided by PN at the time of the notification that all payments and penalties will apply to the new shift.

3.9 Barracks working (a shift where train crew are rostered to complete a shift at a barracks location away from their home base) can be altered after the posting of the working roster under the following conditions:

3.9.1 The employee is provided a minimum of 12 hours' notice before the original rostered sign on time of the first/ outward shift. At this time advice will be provided for both the outward and return shifts (including rostered sign on and sign off times).

3.9.2 The sign on time for the first/ outward shift is no earlier than the original time posted on the working roster. (Note: lift up and lay back is applicable subject to clause 9, Attachment 1)

3.9.3 The second/return shift has a rostered sign off time is no later than the original posted on the working roster.

3.9.4 Provided the above conditions are satisfied the employee can be rostered on alternative work for the first/outward and or second /return shifts.

3.9.5 All conditions associated with the rostered working will be attributed to the altered shifts.

3.9.6 In addition:

3.9.6.1 The driver will be credited the greater of the original rostered hours, changed rostered hours or the actual hours worked.

3.9.6.2 If the return shift exceeds the sign off time this time will be paid at 1.7

## 4 Shift Lengths

### 4.1 Maximum shift lengths

4.1.1 The maximum rostered Shift Length shall be twelve (12) hours, subject to the limits prescribed in the following table:

<b>Crew Arrangement</b>	<b>Maximum Shift Length</b>
<b>Driver Only</b> Mainline	9 Hours
<b>Driver Only Terminal</b>	9 Hours
<b>Two Person Operation</b> <i>Driver with 2<sup>nd</sup> person a who is not a trainee or not a qualified driver</i>	9 Hours
<b>Two Person Operation</b> <i>Driver with a trainee driver (level 7) from the driver stream</i>	10 Hours <sup>1</sup> 1. Where rostered shifts beyond 9 hours are proposed, they will be subject to consultation during the roster development process.  Actual shifts may be worked up to 10 hours to complete assigned tasks due to unavoidable necessities.
<b>Two Person Operation</b> <i>Driver with a second person who is a Driver Trainee Level 9 or Terminal Driver Level 11 undertaking training to support progression to level 14.</i>	11 hours Actual shifts may be worked up to 12 hours to complete assigned tasks due to unavoidable necessities



<p><b>Two Person Operation</b>  <i>Driver with 2<sup>nd</sup> person who is a qualified driver</i></p> <p><b>Note:</b> A driver who is learning the route or being assessed for route knowledge or competency is considered a qualified driver for the purposes of Shift Length.</p>	<p style="text-align: center;">12 Hours <sup>2</sup></p> <p>2. Where rostered shifts beyond 11 hours are proposed, they will be subject to the provisions outlined in Clause 4.1.2 below.</p> <p>Actual shifts may be worked up to 12 hours to complete assigned tasks due to unavoidable necessities.</p>
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- 4.1.2 For twelve (12) hour shifts, crews may be rostered for a maximum of 12 hours from sign on to sign off. For all rostered 12 hour shifts, a process of consultation will occur in respect of but not limited to the following:
  - 4.1.2.1 the corridor concerned;
  - 4.1.2.2 the robustness of the timetabled shift; and
  - 4.1.2.3 the availability of suitable relief
- 4.1.3 The existing twelve (12) hour shifts arrangements in place on corridors prior to the lodgement of this Agreement will continue to operate.
- 4.1.4 The rostering and management of 12 hour shifts is to be guided by the following:
  - 4.1.4.1 No more than four consecutive 12 hour shifts in any one week.
  - 4.1.4.2 No more than six (6) twelve (12) hour shifts in any 14 day period, with a minimum of four rostered days off will apply. Where locations, other than those within NSW, have rosters that at the time of certification contain in excess of 6 X 12 hour shifts, these rosters will remain in place subject to future roster development.
  - 4.1.4.3 A 12 hours shift is defined as any shift in excess of 11 hours.
  - 4.1.4.4 During the roster development process, where shifts in excess of 11 hours are rostered the Master Roster will contain either a relief, local, available or other operational provision, as necessary, to provide relief for crews who may exceed the 12 hour shift limit.
  - 4.1.4.5 Crew will not be required to undertake any work, including driving a motor car, where the traveling time and the original working time exceeds twelve (12) hours or nine (9) hours for a driver only shift.

**4.2 Minimum shifts**

- 4.2.1 Subject to sub-clause 4.2.3 below, for Blank Line Working, the actual working time credited to the Duty Cycle for shifts worked will be the greater of the Hours Worked or six (6) hours.
- 4.2.2 Shifts of a minimum four (4) hours may be used for:
  - 4.2.2.1 Travel shifts;
  - 4.2.2.2 Undertime recovery;
  - 4.2.2.3 An extra overtime shift;
  - 4.2.2.4 Training (where training shifts are proposed, as far as practicable, the content should provide a training shift of eight (8) hours); or
  - 4.2.2.5 Medical examination/Trauma Counselling.
- 4.2.3 Where shifts of these types are used, the credit of hours to the Duty Cycle will be the greater of the Hours Worked or four (4) hours.
- 4.2.4 Fatigue management guidelines will be used to manage shift configurations in rosters.

**4.3 Maximum hours on Duty in Emergency Situations**

- 4.3.1** Employees who are unable to complete their rostered shift because of an emergency 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 this circumstance is subject to the crews' indications of their fitness to continue.

## **5 Interval Between Shifts**

### **5.1 At Home Base**

#### **5.1.1 Forecast Roster**

- 5.1.1.1 Twelve (12) hours or eleven (11), as agreed with the local depot through the roster development process.

#### **5.1.2 Blank line Roster**

- 5.1.2.1 Eleven (11) hours or twelve (12) hours where available for shifts less than 11 hours.

- 5.1.2.2 Twelve (12) hours for shifts in excess of eleven (11) hours.

#### **5.1.3 At a Rest Location**

- 5.1.3.1 Arrival between the hours of 0400 and 2200 - ten (10) hours.

- 5.1.3.2 Arrival between the hours of 2200 and 0400 - eight (8) hours.

- 5.1.3.3 Such intervals between shifts as defined in 5.1.3.1 and 5.1.3.2 above may be reduced to eight (8) hours and seven (7) hours respectively through the roster development process, where agreement is reached at the local level. At locations where 8 hour and 7 hour intervals are already in place at the time of lodgement of this Agreement, these arrangements shall remain in place, subject to the development of future Master Roster changes.

- 5.1.3.4 Driver Only Shift (Mainline) – ten (10) hours at rest.

- 5.1.3.5 Such intervals between shifts as defined in 5.1.3.4 above may be reduced to eight (8) hours through the roster development process, where agreement is reached at the local level.

## **6 Rostered Working Time and Actual Working Time**

- 6.1 Forecast rosters will provide sign-on times, sign-off times and Shift Lengths. Blank Line Master Rosters normally only show RDOs. In blank line rostering, sign-on times are provided at the completion of the previous shift, during advice periods or through the daily work plan.
- 6.2 Train Crews will be allocated a minimum of 10 minutes to perform administrative duties immediately following the commencement and immediately prior to the end of the shift.
- 6.3 Sufficient time will be allocated for train arrival and departure tasks.
- 6.4 Where PN and/or employees have concerns over the allocated rostered time for sign on and off, PN and the employee representative will conduct a work content study to ascertain the length of time required to complete sign on and off duties. Any adjustment to complete sign on and off times following a work content study will be made only by agreement between the parties to this Agreement.
- 6.5 Start times may be varied in accordance with Lift Up / Lay Back provisions.
- 6.6 Shift Lengths will vary according to operational needs as follows:
- 6.6.1 employees may be required to work hours additional to those in the Master/Working Roster (up to the maximum Shift Length) to complete the assigned task(s);
- 6.6.2 employees may be required to work up to the rostered sign off time when the task(s) are completed short of the estimated time;
- 6.6.3 employees may be asked to work up to the shift limit by agreement once the assigned task(s) are completed.
- 6.7 Where a rostered shift is impacted by availability and the remaining portion of the shift is less than 3 hours (subject to lift up and layback) the employee will not be required to attend site and

the rostered shift will be credited to the duty cycle. This does not apply if the job does not run and is cancelled.

## **7 Mandatory Rest Period**

- 7.1 Mandatory Rest Periods will be provided after having worked eleven consecutive shifts, inclusive of single sick days.
- 7.2 This will include the counting of shifts when working from one fortnight, or one week, into the next fortnight or week.
- 7.3 Mandatory Rest Periods shall conform to the same conditions as an RDO, as outlined above.
- 7.4 Where an employee works an overtime shift, at Pacific National's request, and this results in the employee not being able to work a previously rostered shift due to the taking of the Mandatory Rest Period, Pacific National will credit the rostered hours of the shift not able to be worked to the employee's Working Hours Cycle.

## **8 Confirming Next Turn Of Duty**

### **8.1 Forecast working**

- 8.1.1 Next turn of duty will be in accordance with the starting time shown on the Working Roster, subject to any Lift Up or Lay Back adjustment.
- 8.1.2 Any changes to those sign on times will be adjusted in accordance with provisions outlined in these guidelines.
- 8.1.3 Confirmation of an employee's next turn of duty, sign-on time and details of any Barracks Working will be provided by the Working Roster.

### **8.2 Blank Line Working**

- 8.2.1 Next turn of duty will be in accordance with the starting time shown on the Master Roster, the Working Roster, or the advice period, subject to any Lift Up or Lay Back adjustment.
- 8.2.2 Any changes to those sign-on times will be adjusted in accordance with provisions outlined in these guidelines.
- 8.2.3 Confirmation of an employee's next turn of duty, sign-on time and details of any Barracks Working will normally be provided upon signing off duty on the previous shift.
- 8.2.4 Where an employee is not on duty or advice was not available and work is required to commence between 0000 – 0600 hours the following day advice will be provided between 0930 – 1100 hours.
- 8.2.5 Where an employee is not on duty or advice was not available and work is required to commence after 0600 hours the following day, advice will be provided between 1600 – 1730 hours.
- 8.2.6 Where an employee does not want to be contacted during the advice period (sleep or personal reasons) the employee is to notify the company upon signing off. The responsibility to receive advice for the next turn of duty then becomes the employee's.

### **8.3 Barracks Working Advice - Blank Line Only**

- 8.3.1 Where not included on either the Master or Working Rosters, train crew will be notified of any Barracks Working upon signing off duty on the previous shift or where possible at least 12 hours in advance.
- 8.3.2 Where available, the advice for the return shift and sign-on time will be provided at the same time.

## 9 Lift Up And Lay Back

- 9.1 As part of their duties, employees covered by this Agreement may expect to be contacted for lift-up and lay-back purposes. Pacific National will contact crew directly for lift-up and lay-back purposes.
- 9.2 Subject to sub-clause 9.4 below, employees may be lifted up by two (2) hours and laid back a maximum of four (4) hours on blank line rosters or a maximum of three (3) hours on forecast rosters.
- 9.3 Pacific National will make no more than two (2) alterations to the confirmed sign-on time for blank line and no more than one (1) alteration to the confirmed sign-on time for forecast under Lift Up and Lay Back provisions. When at rest at a Barracks Location, a limit of only one Lift Up or Lay Back may be made.
- 9.4 Lift Up and Lay Back may only infringe on a Weekend (i.e. the one weekend in four) with the agreement of the employee concerned.
- 9.5 Where a Lift-Up or Lay Back is required that is beyond the limits defined in 9.2 above, agreement of the employee concerned must be obtained and the following will apply:
- 9.5.1 Pacific National will provide as much notification of the change as possible;
- 9.5.2 A standalone payment, at the rate of 1.7 times the employee's base rate, will be made for time lifted up or laid back beyond the limits outlined in sub-clause 9.2 above.
- 9.5.3 Payments under this provision will not be made where a payment for barracks detention, as outlined in Clause 10 below, is being made;
- 9.5.4 The shift limit for the shift will commence from the actual sign on time; and
- 9.5.5 Where an employee is Laid Back beyond the limits outlined in sub-clause 9.2 above and this results in the employee not being able to work their next rostered shift, the following will apply:
- 9.5.5.1 Pacific National will attempt to provide alternative work for the employee or, where this cannot be provided;
- 9.5.5.2 Provide the employee with a credit the rostered hours of the shift not able to be worked to the employee's Duty Cycle.

## 10 Barracks Working / Resting Away

- 10.1 Rosters for train crew may include tasks or jobs that involve rest periods and/or shift breaks away from the initial sign on location. To avoid doubt, this provision provides for the next turn of duty to be one that provides for the employee to return to their initial home base or sign-on point.
- 10.2 12.5 hours at a barracks location or resting away location, Barracks Detention will commence. 'Barracks Detention' is the period of time commencing 12.5 hours after sign off at a resting away or barracks location until the sign on for the next working shift. For the period of Barracks Detention, employees will receive payment at the penalty rates provided in the table below:

HOUR	RATE
12.5 – 15.59	1.0
16.0 – 20.59	1.3
21.0 – 25.59	1.7
Greater than 26	2.0

- 10.3 Where Pacific National does not provide meals, employees shall be paid a meal allowance of twenty eight dollars and ninety two cents (\$28.92) for each completed 8 hour period, or part

thereof, calculated from the sign-on at the employee's home base to the sign-off at the employee's home base. This amount shall be adjusted by a formula that applies the Consumer Price Index (CPI) (weighted average of eight (8) capital cities) for the Meals Out and Take Away Food component. This adjustment shall be made annually in the first full pay period following the release of CPI data for the September quarter each year in respect of changes in the index over the previous year.

- 10.4 Prior to the posting of the Working Roster, rostering staff may decide to return crews to their home base without a rest period or shift break at a Barracks Location or resting away location subject to the following.
  - 10.4.1 Crew can self-drive up to the maximum shift limit defined in these guidelines.
  - 10.4.2 Crew will not be required to undertake any work, including driving a motor car, where the travelling time and the original working time exceeds twelve (12) hours or nine (9) hours for a Driver Only shift.
- 10.5 Barracks Detention will not commence until the end of the later of the rostered sign-off time or actual hours worked

## **11 Commencing And Returning From Leave**

### **11.1 Commencing Annual Leave**

- 11.1.1 No work is to be rostered for sign-on or likely sign-off on the calendar day on which annual leave is to commence. Where this adversely affects the operation of the business, modified arrangements may be put in place through agreement with the affected employee.
- 11.1.2 No work is to be rostered for sign-on on the calendar day on which annual leave is to conclude. Lift Up provisions shall not infringe the final day of annual leave.
- 11.1.3 Train crew employees will commence work at the time specified in the roster (which shall not be prior to 0600 on the first day back from leave, except by agreement with the driver concerned).
- 11.1.4 If the employee has not received advice of their next turn of duty following their annual leave the employee shall make contact with Pacific National by 1100 hours the day prior to returning to ascertain the next turn of duty.

### **11.2 Returning from Other Leave**

- 11.2.1 When an employee is on leave, other than annual leave, and a resumption date is not known the employee will be required to provide at least twenty four (24) hours' notice of their availability for inclusion into the roster or the advice period. Employees on sick leave are required to give a probable duration of their absence and provide the earliest possible advice of a resumption of duty date.

### **11.3 Returning from Long Service Leave**

- 11.3.1 Train crew Employees will commence work at the time specified in the roster (which shall not be prior to 0600 on the first day back from leave, except by agreement with the driver concerned.)

## **12 Roster Suspension**

- 12.1 In situations where a major derailment, washaway or other unplanned circumstance causes track closure, all rosters or tasks affected may be suspended until normal operations can resume. In these circumstances, Hours Worked will be used to determine overtime and credited hours
- 12.2 Roster or task suspension may apply up to seven (7) days beyond which an interim roster will apply until normal operations resume.
- 12.3 During a period of roster or task suspension, allocation of crew rostering in the affected area will be in accordance with the Blank Line Working provisions contained at subclause 8.2 of Attachment 1 of this Agreement.

- 12.4 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.

### **13 Relay Working**

- 13.1 Relay working is an operational option for Pacific National. The following characteristics are used as a basis for but not the limit of any decisions to introduce relay working:
- 13.1.1 The remoteness of the operation; and
  - 13.1.2 The distances travelled. Relay working is best suited to long distance trips; and
  - 13.1.3 The viability of establishing crewing depots at appropriate locations and being able to staff those depots.
- 13.2 Where relay working is intended to be introduced, a process of consultation will take place in respect of but not limited to the following:
- 13.2.1 The corridors proposed; and
  - 13.2.2 The depots affected.
- 13.3 Relay Duty Cycles are to be arranged in accordance with fatigue management principles. One hundred per cent (100%) of time spent on the train (excluding rest periods in a Barrack Location) will be credited towards the Duty Cycle.
- 13.4 The conditions under which relay working is to be operated are those which are outlined in Attachment 7.

### **14 3-Up Working**

- 14.1 For the following sectors, the rostered Shift Length is 15 hours (sign on to sign off) for slow services: Slow services are defined as services for which the average running time is over 12 hours:
- Kalgoorlie – Cook  
Cook – Port Augusta
- 14.2 Three locomotive drivers will be rostered for the entire shift. A travel van will be attached to each train to enable one driver to travel passenger, as required. The shift will be credited to the Duty Cycle at ordinary hours.

### **15 4-Up Working**

- 15.1 This clause only has application to the Port Augusta – Kalgoorlie corridor.
- 15.2 Through the Roster Development Process, trains may be nominated as Four Up Working as outlined in this clause in the following circumstances:
- 15.2.1 Trains that have an average train running time above 15 hours; or
  - 15.2.2 Trains that are subject to service quality issues; or
  - 15.2.3 Trains which have schedules increased on a temporary basis due to operational or business requirements; or
  - 15.2.4 Trains that have 4 drivers rostered on them.
- 15.3 Four train crew will be rostered for the entire shift up to a maximum of 18 hours. This means at any time two train crew will be rostered to drive and two train crew will be at rest in the van. Crew changeover will occur between the eighth and ninth hour.
- 15.4 For hours worked in this configuration, all hours up to 18 hours will be credited to the Duty Cycle as follows:
- i. 100% of time working and when resting in the van will be credited to the Duty Cycle.

- 15.5 Master Rosters will indicate the total shift length whether working or travelling.
- 15.6 Where a Four Up train is delayed beyond 18 hours for any reason, the following will apply:
  - 15.6.1 The train crew will work consistent with Relay Working for the hours in excess of 18 hours; and
  - 15.6.2 100% of those excess hours will count to the Duty Cycle, for both working time and resting time in the van.
- 15.7 Intervals between shifts will be the same as those specified in clause 5 of this Attachment, except where the 4UP converts to relay on the forward leg only, in which case the crew would be entitled to 12 hours off at Cook but on return to home base the minimum time off would remain 12 hours.
- 15.8 Trains that have an average running time of over 18 hours will be worked as Relay Working as prescribed in Attachment 7 of this Agreement.
- 15.9 Where a shift rostered as a 3 UP is worked as a 4 UP due to an additional driver travelling to or from Cook, no overtime will be paid if the shift goes over 15 hours.

## **16 Passenger Service Crewing**

- 16.1 The Parties acknowledge that Pacific National provides crews for third party Passenger Services, and that these services are subject to different commercial requirements than the core freight services crewed under this Agreement. The Parties acknowledge that operational and commercial requirements of the Passenger service operators may require changes to the conditions under which these services are crewed. The Parties agree to negotiate in good faith and on a case by case basis any changes to crewing terms, conditions, and applicable remuneration that may be required to retain and grow the Passenger Services provided by Pacific National to third party operators.
- 16.2 If agreement is reached on any new crewing arrangements, such agreement shall be reduced to writing and signed by both Parties and treated as a variation to this Agreement. As such, the variation must be voted upon by Employees in accordance with Division 7 of Part 2-4 of the Act. . In the event that the proposed variation is approved by a majority of employees in accordance with Division 7 of Part 2-4 of the Act, each Party must take all necessary steps to allow the variation to be approved by the FWC. The new conditions will then commence application upon approval of the variation by the FWC.
- 16.3 In the event that agreement to alter terms and conditions is not reached, then the terms of this Agreement will continue to apply.

## **17 Cancellation Recovery Shifts**

- 17.1 In the event that an employee has their shift cancelled, the following may occur. Pacific National may, provided that at least 3 hours' notice of cancellation of the original shift has been provided, advise the employee that they are required to be on a Cancellation Recovery Shift (CRS). Details of CRS are as follows:
  - 17.1.1 A CRS is one where the employee can be called in to undertake alternative work (which may be any work available within the employees competencies);
  - 17.1.2 The CRS must commence within the lift-up and lay-back limitations of the original Roster Shift sign on time;
  - 17.1.3 The CRS must be rostered to finish no later than the latest sign-off time of the cancelled rostered shift inclusive of any lay-back hours;
  - 17.1.4 The employee must be advised at the time of cancellation of their original shift that they are required for a CRS;
  - 17.1.5 All hours worked on a CRS will be credited against the employees Working Cycle Hours. The hours credited will be the actual hours worked or the roster hours whichever is the greater;
  - 17.1.6 In the event that the employee is advised that they are required for a CRS and no

alternative work is found or the employee has not been advised of their sign-on time within the prescribed parameters, then the employee will be credited with the original rostered hours against their duty cycle hours balance up to a maximum of 12 hours.



**ATTACHMENT 2 – LIST OF MULTIPLE SIGN ON/SIGN OFF POINTS**

PN proposes that any changes are subject to Clause 42.

**In respect of Melbourne**  
MST – Melb Steel Terminal

**In respect of Broken Hill**  
Bemax siding

**In respect of Adelaide**  
Keswick

**In respect of Brisbane**  
Fisherman's island

**In respect of Port Pirie**  
Port Augusta

**In respect of Port Augusta**  
Port Pirie

**In respect of Sydney Area**  
Chullora - SFT  
Central Station  
Enfield - New Yard

**In respect of Junee**  
Cootamundra

**In respect of Parkes**  
Goobang Junction

**ATTACHMENT 3 - NOTIFICATION OF DISPUTE OR GRIEVANCE**

To : \_\_\_\_\_

Date : \_\_\_\_\_  
          Insert Name of Manager to whom Notice is Given

I hereby give notice that I wish to invoke the dispute settlement process in Clause 43 of the Pacific National Intermodal Train Crew Enterprise Agreement 2013. The details of this dispute are as follows:

The decision I wish to dispute is :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The person who made the decision is:

\_\_\_\_\_

The date the decision was made is (If Known)

\_\_\_\_\_

The reasons I wish to dispute the decision are :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Your Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signed: \_\_\_\_\_

Please Print Clearly

Your Work Location & Telephone Number:

\_\_\_\_\_

## **ATTACHMENT 4 – TRANSITION THROUGH TRAINEE LOCOMOTIVE DRIVER PROGRAM**

### **Additional Driver Classification Level – Level 9**

The establishment of a Level 9 Classification is to recognize the fact that a Trainee Locomotive Driver has satisfactorily progressed to an intermediate stage of the Trainee Locomotive Driver training program.

Upon satisfactory completion of the “Level 2 and Level 3” Performance Checklists, the employee will qualify for the Level 9 pay point.

The Level 2 and Level 3 Performance Checklists cover the following competencies;

#### **AQF Level 3:**

- TLIL3901A Assist with Train Operations
- TLIF3058A Apply Safeworking Rules and Regulations to Rail Operations
- TLIC 3017 Shunt Rolling Stock

#### **AQF Level 2:**

- TLIL 2006A Apply accident-emergence procedures
- TLIL2048A Prepare a Train for Departure
- TLIE2007A Use Communication Systems
- TLID2010A Operate Forklift (LPA only)

#### **Non Safety Critical**

- TLIB3075A Inspect and Prepare MP unit
- TLIC3027A Stable M unit

## **ATTACHMENT 5 - DRIVER ONLY OPERATIONS**

### **Driver Only Operations (DOO) Implementation**

The process for undertaking the implementation of DOO will include engagement and approval of the Regulator, the use and application of the Pacific National SHE Change Management program and an engagement and consultation process outlined below.

### **DOO IMPLEMENTATION REQUIREMENTS**

In all new areas of Driver Only Operations (DOO) Pacific National shall not require or request a driver to operate a locomotive 'Driver Only' except in accordance with this section.

### **PROCEDURES FOR TESTS AND TRIALS OF DRIVER ONLY OPERATED TRAINS.**

- 1.1 Pacific National shall establish as part of the PN Intermodal National Consultation Group, a formal new Mainline DOO consultative process and PN will present at this meeting any confirmed plans for expansion of Driver Only Operations. PN will also present the submission provided to the regulator for any new Driver Only Operations.

In addition, Pacific National shall establish at each relevant depot a Driver Only Operations (DOO) committee (Local DOO Committee) consisting of three drivers elected by the permanent drivers (excluding any supervisory or acting supervisory roles) attached to the depot concerned and three employer representatives appointed by Pacific National, local consultation will occur consistent with Clause 42 of this Agreement.

- 1.2 DOO tests shall be conducted consistent with the program developed following consultation with the National Safety Regulator, key subject matter experts, local SHE committees and the Local DOO committee.

**DOO tests** will include taking a normal train, with its full crew, and picking a location and time where a fault is simulated in order to test a specific procedure. For the test, the train goes to DOO mode, and one crew member carries out the procedure being tested. When concluded, the train reverts to normal operation.

**Corridor DOO** Tests will include running a normal train under DOO conditions through a corridor or nominated section(s). The local DOO committee will be involved in determining whether, when the test is conducted, the second person accompanies the test driver in the leading cab, trailing cab or following the test train in a motor vehicle. Should any operational incident arise which cannot be rectified the trial shall be cancelled and the working reverts to (normal) two driver operation.

- 1.3 At all times during the test and trials, the train driver must have full and uninterrupted access to communication with Train Control, whether the driver is on or off the train. This will be facilitated by provision of the ICE radio system or a system of equal capability and a handheld radio system capable of contacting the train controller. A mobile device will be provided as a backup.
- 1.4 Prior to any test or trial, Pacific National shall obtain the appropriate written authorisation or relevant Circular I Special Train Notice from the track owner and / or regulator.
- 1.5 Tests and trials shall only be carried out using NR class locomotives or Locomotives which has been deemed safe to operate in driver only operations following engagement with local SHE committee and consistent with 1.14 cab standards.
- 1.6 Pacific National shall ensure all relevant urban and / or regional emergency services personnel (e.g. State Emergency Services, Police, etc.) are made aware of the test and trial to be conducted.
- 1.7 As part of operational safety reviews carried out by Depot SHE committees, signal sighting should be reviewed as follows:

- 1.7.1 To ensure all signals can be clearly seen from only the driving seat at the appropriate location and speed.
- 1.7.2 To ensure all speed limits can be clearly seen from only the driving seat at the appropriate location and speed.
- 1.7.3 To ensure all level crossings can be clearly seen from the driving seat at the appropriate location and speed.
- 1.7.4 To ensure no obstructions (such as branches, awnings, cuttings, curves etc.) restrict the view of the driver at the appropriate location and speed
- 1.7.5 The outcome of these actions will be reviewed by the DOO committee.

For the purposes of this review front facing camera footage can be utilised as an additional tool to assist in establishing areas for review.

### **PROCEDURE/EQUIPMENT TESTS AND OPERATIONAL TRIALS**

- 1.8 The trial for Driver Only Operation (DOO) shall take into account the following:
  - 1.8.1 Overall safety requirements and safe working procedures;
  - 1.8.2 Constraint imposed by engineering production associated with modification to locomotives, rolling stock and/or infrastructure;
  - 1.8.3 Risk mitigation requirements;
- 1.9 The general concept of DOO shall involve the following:
  - 1.9.1 Trials of DOO will be scheduled on the basis of comparatively lower risk categories of operation followed by comparatively higher risk categories. This does not exclude the possibility of trials running concurrently in various categories of DOO;
  - 1.9.2 On completion of successful trials, the progressive roll out across that category of operations will be in consultation between the employer and the affected employees as to the implementation plan which shall be in accordance with clause 42, subject to satisfying safety and required risk mitigation requirements;
  - 1.9.3 The roll out of DOO may involve the progressive implementation within regions, specific corridors and/or trains services based on the commercial priorities and pre-requisites as identified in risk mitigation requirements;
  - 1.9.4 The time involved in the trialling of DOO is to be sufficient to:
    - i. Provide the appropriate time to validate the trial objectives which is anticipated not to exceed 3 months;
    - ii. Validate safety requirements and train operating systems;
    - iii. Validate operational protocols and procedures, particularly with reference to operations on private sidings and/or non-track circuited track where higher risk profiles may exist;
    - iv. Provide a data base and experience to make informed judgments on the trial outcomes;

## **DRIVER ONLY OPERATIONS**

### **1.10 Mainline Work**

- 1.10.1 The minimum amount of time spent in barracks (or rest away from home) for DOO mainline shifts should be ten (10) hours prior to working a DOO mainline shift.
- 1.10.2 Rosters for DOO working will be developed using the criteria listed in Clause 18 (General Rostering Provisions). In addition, where possible:
  - (a) Start times for shifts shall be held constant over a run of consecutive shifts during a week where possible;
  - (b) Have shift start times move in a forward direction;
  - (c) Where practical, have local work, relief, available and shunt shifts rostered to intervene with DOO shifts;
  - (d) Not have any one line of the working roster containing any mainline DOO shifts exceed forty-eight (48) hours' work.
- 1.10.3 Rosters for mainline DOO shall be based on the timetabled train running time.
- 1.10.4 A maximum rostered shift limit of nine (9) hours from sign on to sign off will apply to mainline DOO. In the event of train delays, a driver may elect to cease DOO nine (9) hours from sign on and shall be relieved. The driver shall be entitled to a thirty (30) minute paid personal needs break between the third (3<sup>rd</sup>) and fifth (5<sup>th</sup>) hour as arranged in consultation with the Track Access Provider on the day of operation to ensure the efficient operation of the network.

### **1.11 DOO Implementation**

- 1.11.1 Where a decision to implement DOO is taken, Pacific National shall do so by a staged implementation of DOO mainline on the network. Employees at local driver depots shall be involved and consulted in all aspects of the implementation.
  - 1.11.2 DOO shunting shall be implemented at all sites in accordance with this Agreement.
  - 1.11.3 Fatigue management is recognised as a critical factor with DOO. All depot rosters and DOO shifts shall be examined for incidents and levels of fatigue by Pacific National and the Local Roster Committee.
  - 1.11.4 Pacific National and the Rostering Committees will monitor and review the fatigue management issues.
  - 1.11.5 DOO may be employed for both rostered and unrostered duties such as shunting, local and trip working, stabling and preparing locomotives, mainline relief of late running trains and any other operational circumstances that meets DOO conditions.
- 1.12 The DOO trial program will be conducted and commenced specifically as follows:
- 1.12.1 Priority shall be given to ensure locomotives for these services and associated operational protocols are prepared to support an on-time commencement of the trials.
  - 1.12.2 A review and validation of trial results shall be conducted involving the relevant local DOO committee;
  - 1.12.3 Adjustment to the schedule may be necessary to enable engineering production timeframes for locomotive risk mitigation and other co-ordination issues are met.
  - 1.12.4 Pacific National shall ensure that any technical modifications required to be made to locomotives are completed and confirmation of the completed modifications shall be

provided to the local DOO committee.

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

**Phase 1 – Preliminary Trial Preparation**

1.13.1 Pacific National, in consultation with the local DOO committee shall:

1.13.1.1 Identify the aim, scope, objectives and performance criteria of the trial.

1.13.1.2 Confirm the priority and timing for the completion of the trial.

1.13.1.3 Confirm the services to be trialled.

1.13.1.4 Validate pre-requisites for the trial, including the following;

(a) Risk mitigations plans are completed and equipment for the trial available.

(b) Paths are confirmed by the relevant track access provider and circulars issued to affected employees.

(c) Relevant employees are briefed and rostered and trains are tasked for the trials.

(d) Customer liaison, business group liaison and other stakeholders are advised and/or involved or invited to participate (where appropriate).

1.13.2 The local DOO committee shall participate in validating the trial if successful. The validation shall include assessing the performance criteria, feedback and evaluation of information.

1.13.3 The trial instruction shall be issued not less than two (2) weeks prior to the trial date.

**Phase 2 – Conduct Procedure and Equipment Tests**

1.13.4 The trial tests shall be based on a methodology discussed with the local DOO committee.

1.13.5 Trial tests may require retesting to occur, as necessary.

1.13.6 The local DOO committee shall be involved in the review of trial review outcomes, as required.

1.13.7 Additional testing of safeworking procedures, etc. may be required.

**Phase 3 – Formal Testing Validation & Evaluation**

1.13.8 The local DOO committee shall be involved in the development of a post-test report.

1.13.9 Pacific National shall provide the local DOO committee with details of the formal approval to vary rail safety accreditation.

## Phase 4 – Operational Trials

- 1.13.10 DOO trials shall be conducted over a timeframe in consultation with the local DOO committee.
- 1.13.11 The local DOO committee shall be involved in the review and validation of the trials.
- 1.13.12 The local DOO committee shall be consulted on the confirmation of the trial results.
- 1.13.13 Implementation of DOO trains shall be conducted on a timetable after consultation between Pacific National and the affected employees.

## Driver Only Cab Standards

1.14 The mainline DOO locomotive standard is the NR class locomotive which was developed in consultation with subject matter experts and PN personnel including driver representatives. In the event an alternative to the NR class locomotive is proposed as part of any trial or operations, the minimum standards listed in points 1.15 to 1.25 shall apply, whether in tests and trials or in full implementation for all operations where an NR class locomotive is not used for DOO other than dedicated terminal shunt locomotives.

1.15 All DOO locomotives will comply with a defined noise exposure as below;

Exposure standard for noise is an  $L_{Aeq, 8h}$  of 85 dB(A) or an  $L_{C, peak}$  of 140 dB(C). There are two parts to the exposure standard for noise because noise can either cause gradual hearing loss over a period of time or be so loud that it causes immediate hearing loss.

### Definitions

dB – is the unit for measuring sound levels

$L_{Aeq, 8h}$  means the eight (8) hour equivalent continuous A-weighted sound pressure level in decibels, referenced to twenty (20) micropascals.

$L_{C, peak}$  means the C-weighted peak sound pressure level in decibels, referenced to twenty (20) micropascals.

- 1.16 Vision - The locomotive must have a lower profile nose with at least one hundred and eight (180) degree visibility.
- 1.17 Windscreens I Side Windows - The windscreens shall comply with the latest U.S Standard for high impact windscreens with respect to the large objects impact test and ballistic test. All side windows shall comply with the latest US Standard for high impact windscreens.
- 1.18 The windscreens shall be fitted with an inbuilt demister and all side windows shall be tinted with a minimum light/heat transmission of thirty-five percent (35%).
- 1.19 Noise levels in all locomotive cabs operating in DOO mode shall not exceed current noise levels of the NR class locomotive which in the event of any dispute will be subjected to noise testing.
- 1.20 All locomotive cabs shall be fitted with:
  - (a) Coupler lights which shall be fitted on both the 'A' and 'B' ends of the locomotive with a switch mounted on either corner of the locomotive.
  - (b) New seating of the type: - Bremsby Grammer FA416 AW.
  - (c) Rear vision mirrors with built in demisters.
  - (d) Air conditioning. The air conditioner controls shall be located adjacent to the driver.



- (e) A refrigerator.
  - (f) Fluorescent cab lighting.
  - (g) Positive notching type blinds fitted to all windows and silver backing.
  - (h) A shadow board and DOO equipment box is to be provided.
  - (i) Ditch lights (low visibility lights).
  - (j) AM and FM radio and CD Player.
  - (k) Hot plate and toaster.
  - (l) Dynamic brake cut out switch.
  - (m) Toggle joystick type train whistle.
  - (n) 350 watt headlights or LED equivalent
  - (o) LED type headlight / ditch light failure indicator lights.
  - (p) Windscreen wipers controls so that all forward wipers / washers can be operated simultaneously by the driver.
  - (q) Internal and external door locking which allow all locomotive cabs to be locked when left unattended.
  - (r) Fuel level indicator.
  - (s) Handrails on the catwalks of all narrow car body type locomotives.
  - (t) Train countdown device set at ten (10) meter increments for the length of the train.
  - (u) Marker lights that can be changed from within the cab.
  - (v) A dash panel located in front of the driver to ensure the driver can maintain 180-degree visibility.
  - (w) Cab heaters which shall be a minimum of a 100 watt, fan assisted with switching for low, medium and high.
  - (x) A kettle, to be located in a secure location.
  - (y) Timetable clip and light.
  - (z) A sonar alert.
- 1.21 All locomotive cabs shall have the vigilance control timing cycle set at (specified increments which may vary from state to state) before a penalty brake application occurs. The vigilance control shall only be cancelled through the vigilance button, operation of the throttle or dynamic brake or operation of the air brakes.
- 1.22 The changeover switch shall be positioned adjacent to the driver.
- 1.23 If the penalty brake is applied and is not reset in two (2) minutes, an automatic emergency call shall be programmed on the radio to be made to Train Control Jumper cables are to be semi permanently mounted at each end of the locomotive.
- 1.24 A functioning End of train monitoring device is to be provided.

1.25 A traction motor cutout switch is to be provided on mail line locomotives.

1.26 It is recognised that there may be changes in technology, work practices and/or safety standards items. Where this is the case, items equivalent whose safety/comfort meets or exceeds those described in this clause will be provided.

**1.27 Terminal Shunting Operations**

1.27.1 For locomotives operating within a DOO shunt environment and not for mainline operations between depot locations, the following items listed below do not automatically apply and Pacific National will consult with employees at a local level in regards to their applicability (the standard of which will be no less than that in place at the commencement of this agreement):

- Clause 1.17
- Clause 1.20 (c)
- Clause 1.20 (f)
- Clause 1.20 (g)
- Clause 1.20 (h)
- Clause 1.20 (i)
- Clause 1.20 (n)
- Clause 1.20 (o)
- Clause 1.20 (r)
- Clause 1.20 (t)
- Clause 1.20 (x)

## ATTACHMENT 6 – LOCAL AGREEMENTS

Due to unique circumstances at certain Intermodal depots, certain practices are undertaken to specifically deal with the individual needs of specific depots. Consequently, the following provisions, described below, shall apply only to the depots listed below notwithstanding anything else contained in this Agreement.

The specific details as outlined below will prevail over the main body of the Agreement and the Rostering provisions in Attachment 1 to the extent that there is any inconsistency and continue to apply.

	Depot	Item
1	Port Augusta, Kalgoorlie & Perth	<p><b>Overtime payment for hours in excess of rostered shift limits of 12 hours and 15 hours (3-up working)</b></p> <p>Hours in excess of 12 hours on a rostered 12 hour shift or where a crew works more than 15 hours on a rostered 15 hour shift will be treated as overtime and paid at overtime rates.</p>
2	Port Augusta	<p><b>“3-Up” working with additional driver(s)</b></p> <p>Where four drivers (or more) are on the train (i.e., three drivers are required for Shift Length purposes and one (or more) are travelling to/from Cook.</p> <p>In this case, the working will be equally shared between the four rostered drivers.</p> <p>A shift limit of 15 hours will apply.</p>
3	Melbourne, Junee and Dimboola	In line with current custom and practice, 2 RDO's per week will be placed in each annual leave relief line at the posting of the Master Roster. This Local Agreement over-rides Clause 2.3 of Attachment 1.
4	Kalgoorlie (when at rest at Perth & Merredin)	<p><b>Auto Layback</b></p> <p>Auto layback applies to all trains / shifts except DOO.</p> <p>Shift limit does not start until actual sign on time. Actual time laid back beyond 3 hours will be paid overtime at 1.7, e.g., all time after 3 hours from rostered sign-on time to actual sign-on time will be paid at 1.7.</p> <p>Note: Drivers who are genuinely fatigued as a result of being laid back must contact their manager to discuss options.</p>
5	Kalgoorlie	Annual leave may commence from midnight on Sunday night.
6	Kalgoorlie (when at home)	<p>Shift limit does not start until actual sign on time. Actual time laid back beyond 3 hours will be paid overtime at 1.7, e.g., all time after 3 hours from rostered sign-on time to actual sign-on time will be paid at 1.7 (when laid back correctly)</p> <p>Note: Drivers who are genuinely fatigued as a result of being laid back must contact their manager to discuss options.</p>
7	Kalgoorlie (when at Cook)	For layback beyond maximum Shift Length (i.e. 12 or 15 hours), paid at 1.7. Shift limit does not start until actual sign-on time. No “double dipping” for barracks detention.
8	Keswick	<p><b>Split Shifts</b></p> <p>This applies to the employees of Pacific National who perform the shunt</p>

		<p>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 in the event that Pacific National sets up a depot for this work which negates the necessity for the use of split shifts, or if the need for the working of split shifts is no longer required or such shifts are removed from the roster for this location..</p> <p>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 hours and not more than four hours. No employee will be required or directed to sign off duty more than twice on any one day.</p> <p>The use of split shifts will be as follows:</p> <p>For locomotive drivers, on Sundays between 0730 hours and 1200 hours for the first portion and between 1430 hours and 1840 hours for the second portion.</p> <p>In all instances the spread of hours of the split shift for locomotive drivers will not exceed 12 hours, with each shift portion not exceeding 5 hours.</p> <p>The hours described above may be altered by the proper application of the fatigue index, but only to decrease the spread of hours or shorten the shift portions.</p> <p>Should it be necessary for any of the employees to work through, or into, the period normally rostered off duty between shift portions, normal shift limits shall apply.</p> <p>The locomotive drivers performing the duties associated with the shunt operations do so under Driver Only Operation (DOO) and that the combined hours of the split shifts exceed the hours stipulated for such work in Attachment 1 of this Agreement. This provision outlined here is not to be seen as agreement to alter the conditions associated with Driver Only Operations at any other location or worksite within Pacific National</p> <p>All Pacific National personnel 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.</p>
9	Melbourne & Dimboola	Agreement to work up to 12 hour shifts
10	Melbourne & Dimboola	When at rest at barracks, crews will be called when required to work. The shift limit does not start until actual sign-on time. Actual time laid back beyond 3 hours will be paid overtime at 1.7, e.g., all time after 3 hours from rostered sign-on time to actual sign-on time will be paid at 1.7.

## **ATTACHMENT 7 – RELAY WORKING CONDITIONS**

### **Definition**

“Relay Working” means crewing a locomotive to permit continual operation of a train. Such crewing arrangements will be limited to remote and isolated locations.

### **Implementation**

Implementation of Relay Working will be on a case by case basis and subject to consultation between Pacific National and the employees affected, and if the employees so choose, a representative, which may include a union.

Relay working is not designed to eliminate existing depots or to force the relocation of existing employees.

### **Shift Length**

Relay working Shift Lengths and Duty Cycles will be arranged in accordance with fatigue management principles. Maximum shift hours worked on the locomotive shall be eight (8) hours, based on two (2) qualified drivers on the locomotive and two (2) qualified drivers resting.

Where alternative interval between shift arrangements have been developed and agreed in conjunction with employees (the objective of which is to improve the management of fatigue issues associated with Relay Working), then this clause should not preclude such alternative interval between shift arrangements to be trialled and implemented.

### **Intervals between shifts**

A minimum interval of eight (8) hours between the finish of one working shift and the commencement of the next working shift. Where alternative interval between shift arrangements have been developed and agreed in conjunction with employees (the objective of which is to improve the management of fatigue issues associated with Relay Working), then this clause should not preclude such alternative interval between shift arrangements to be trialled and implemented.

### **Foreign location**

The minimum break at a foreign location shall be twelve (12) hours. The 12 hours break will commence when the crew arrive at the motel or barracks and be completed when the crew leaves the motel or barracks to sign on for duty.

The standard of the motel or barracks will be agreed between the parties.

### **Completion of a Relay**

The minimum break at home after a completed relay operation will be forty eight hours, however, the driver may agree to work after a period of 24 hours off.

Subject to clause 13.3 in Attachment 1, one hundred per cent (100%) of the time spent travelling in the Relay Van will be credited towards the hours of work cycle and paid at the appropriate aggregate rate.

### **Relay Vans**

Relay vans will be provided and maintained to a standard acceptable to the parties.

Such standards will be reviewed at regular intervals to take into account changes in technology, safety, fatigue and workload minimisation standards / impacts. If standards or items are identified that provide the equivalent level of safety, security and /or comfort, such items may be substituted.

## **ATTACHMENT 8 – JOB SHARING**

- 1.1. The parties acknowledge the benefits of job sharing to both the employees and the Company and agree to make all reasonable efforts to facilitate such positions where requested by employees.
- 1.2. The potential for any employee to undertake job sharing will be dependent upon identifying another current employee with similar qualifications and skill levels that will allow the pairing of individuals to share the position.
- 1.3. The rotation of any two employees undertaking job sharing is to take place in intervals no shorter than 1 week on/1 week off and no longer than 4 weeks on/4 weeks off (except with the approval of the depot manager), excluding periods of extended leave which are outlined below.
- 1.4. The employees who have been paired for job sharing are to cover each other during periods of planned leave and where practical during periods of unplanned leave.
- 1.5. Where an employee takes extended leave beyond their maximum 4 week rotation, the two employees will make themselves available to undertake a handover so that the employee returning from leave becomes familiarised with any changes that have occurred during their period of leave.
- 1.6. Payment will be based on weekly pay increments and will be paid to the employees fortnightly in arrears based on number of weeks worked in the previous pay cycle at the rate as outlined in this agreement. Employees may seek to discuss an alternative payment arrangement whereby payments are made in equal fortnightly instalments based on hours agreed to be worked. Any such arrangement will be subject to the approval of the depot manager.
- 1.7. Where an employee is unable to be paired with another employee or an employee already job sharing is left without a partner for any reason and an alternative cannot be found, the employee may revert to a part time role or a full time role if a vacancy exists.
- 1.8. The structure of job sharing roles may be such that the employees work more than 6 months each by making themselves available for work at the same time (for example during the peak period). Employees may also make themselves available for shifts during their “week/s off” periods. These options are to be agreed with local depot managers.
- 1.9. Employees undertaking job sharing will be required to sign a letter which will confirm their job sharing arrangements and also confirm any conditions which have been varied from those outlined in this Enterprise Agreement.
- 1.10. Where employees have secondary employment outside of their job sharing position with Pacific National, the employee is obliged to advise PN so that the parties can ensure that the employee is capable of arriving at work fit for duty.
- 1.11. Start date for transition into a Job Sharing role will be in accordance with the Company’s ability to source new employees to fill any vacancies created by the establishment of job sharing roles.

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## Schedule 2.2—Model flexibility term

(regulation 2.08)

### Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - (a) the agreement deals with 1 or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
  - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
  - (a) is in writing; and
  - (b) includes the name of the employer and employee; and
  - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (d) includes details of:

- (i) the terms of the enterprise agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) 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.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the employer and employee agree in writing—at any time.