



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009

s.185—Enterprise agreement

Pacific National (NSW) Pty Ltd
(AG2011/10034)

PACIFIC NATIONAL FLINDERS POWER ENTERPRISE AGREEMENT 2011

Rail industry

SENIOR DEPUTY PRESIDENT HARRISON

SYDNEY, 1 JULY 2011

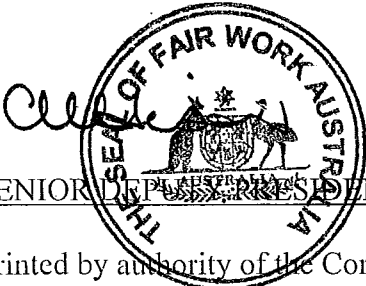
Application for approval of the Pacific National Flinders Power Enterprise Agreement 2011.

[1] An application has been made for approval of an enterprise agreement known as the *Pacific National Flinders Power Enterprise Agreement 2011* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss186, 187 and 188 as are relevant to this application for approval have been met.

[3] 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. As required by s.201(2) I note that the Agreement covers the organisation.

[4] The Agreement is approved. In accordance with s.54(1) it will operate from 8 July 2011. The nominal expiry date of the Agreement is 30 June 2014.


SENIOR DEPUTY PRESIDENT

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CLAYTON UTZ

South Australia Flinders Power Enterprise Agreement 2011

4 May 2011

Our reference 11564/14059/80114610

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PART A - PREAMBLE AND CONTEXT

1. Title

This Agreement will be known as the Pacific National Flinders Power Enterprise Agreement 2011.

2. Scope and Persons Bound

The parties to this Agreement (**Parties**) are Pacific National (NSW) Pty Ltd (**Pacific National**), the employees referred to in sub-clause 3(a) below and the Australian Rail, Tram and Bus Industry Union (**RTBU**).

3. Area, Incidence and Duration

- (a) This Agreement applies to, and regulates all terms and conditions of employment for, employees (excluding managerial employees) of Pacific National who are primarily engaged in the operation of locomotives and train services for the Flinders Power haulage contract in South Australia.
- (b) Nothing in this clause shall be construed as limiting the type of work the employees may be required to perform by Pacific National from time to time and such work

shall not be limited to the Flinders Power haulage contract. However, no new work methods or alternative roster arrangements shall be implemented without prior consultation with the employees.

- (c) This Agreement will come into force seven days after approval by Fair Work Australia and shall operate for a period of three (3) years from the date of approval.

4. No Extra Claims

During the term of this Agreement the parties shall make no extra claims for any changes in remuneration or conditions of employment.

5. Statement of Intent

- (a) This Agreement reflects Pacific National's commitment to providing a level of operational performance and service delivery which is responsive, competitive and innovative to customer needs.
- (b) As such, the primary objectives of this Agreement are:
 - (i) to focus on integrated business and commercial operational strategies which provide to customers efficient, value added and reliable services;
 - (ii) to endeavour to provide high standards of workplace health, safety, equality of employment opportunity and to exclude unlawful discrimination, harassment and vilification; and
 - (iii) to provide a workplace culture that recognises and rewards employee performance and encourages participative devolved decision making and accountability within the work unit.
- (c) Accordingly, the parties agree that in interpreting and implementing this Agreement, primary emphasis will be placed on work processes, systems and relationships that achieve and enhance performance, customer service and commercial outcomes.

PART B -WORK ARRANGEMENTS AND ROSTERING

6. Hours of Work

In order to ensure that Pacific National provides commercially sustainable levels of service and meets contractual obligations, scheduled hours of work patterns will be tailored to maximise operational efficiency and flexibility.

6.1 Ordinary Hours

- (a) The ordinary hours of work for a full time employee are one thousand nine hundred and seventy six (1976) hours per annum and are inclusive of annual leave. For the purposes of calculating the annualised ordinary hours of work, the year shall be deemed to commence on 1 January and conclude on 31 December.
- (b) Employees will be required to work no more than twenty (20) shifts for one hundred and fifty two (152) ordinary working hours over a cyclic four (4) week period.

- (c) Where more than one hundred and fifty two (152) hours are worked in any four week period referred to in (b) above, the working hours will be credited against the ordinary hours of work as defined in (a) above at 1.7 times the ordinary rate.
- (d) Where an employee works on a posted Book off Day the working hours will be credited against the ordinary hours of work as defined in (a) above at 1.7 times the ordinary rate.
- (e) Where an employee commences work on Christmas Day, Proclamation Day, New Years Day, Good Friday or Easter Monday Public Holiday the employee shall be entitled to the day's pay and in addition a payment equivalent to time and a half for all time worked on the day. Alternatively, the employee may choose to have the working hours credited against the ordinary hours of work as defined in (a) above at 2.5 times the ordinary rate.
- (f) The parties to this agreement acknowledge that there is a requirement to work "Summer Time Running" whereby the employees will be required to work some of their rostered hours at night for the Summer Time Running period. The Summer Time Running period is ordinarily a period from Mid November to Mid March in each year, however, the parties acknowledge the implementation of Summer Time Running is at the discretion of the customer. Pacific National will provide notice of the implementation of Summer Time Running in accordance with Clause 6.3 (b) (ii).
- (g) Where the employee is required to perform a return leg which commences after midnight outside the period of Summer Time Running, then the employee shall have, for the hours worked at night, those hours credited against the ordinary hours of work as defined in (a) above at 1.7 times the ordinary rate.

6.2 Under Time Recovery

- (a) Where an employee has worked fewer than the required shifts or hours in accordance with clause 6.1(b), Pacific National shall be entitled to recover such "undertime" by requiring the employee to work additional rosters during the current duty cycle or over the subsequent 2 duty cycles. Pacific National shall not recover any undertime by rostering an employee to work on any Book Off day.

6.3 Rostering Arrangements

- (a) Operational requirements will necessitate the implementation of shift work arrangements that are flexible and responsive to variability of demand and customer needs.
- (b) Shift work arrangements will be determined at the discretion of Pacific National, however, Pacific National shall develop roster arrangements in consultation with employees in order to meet operational demand. Shift work arrangements will include the following:
 - (i) All employees engaged under the provisions of this Agreement will be required to work shift work on a seven (7) day rotating shift arrangement with either two or three shifts operating per day.
 - (ii) Subject to sub-clause 6.3(b)(iii) , employees will be given three (3) days notice of any alteration to the employees' rostered working hours except where the change will impact on the placement of book off days when fourteen (14) days notice will be given. The parties may, by agreement,

provide a lesser period of notice in order to meet Pacific National's operational or contractual obligations.

- (iii) Minor changes, (eg. covering a shift/s due to someone being sick or on leave) will require full time, part time, temporary or casual employees covering the required shift's to satisfy Pacific National's contractual requirements.

6.4 Barracks Working

- (a) "**Barracks Working**" is defined as working a shift to a location then undertaking rest away from an employee's home depot and then signing on again to work a return shift.
- (b) When an employee engages in Barracks Working:
 - (i) the maximum time an employee can undertake rest, before signing on to work the return shift, will be twenty-nine (29) hours;
 - (ii) where the rest interval away from home exceeds twelve (12) hours, the employee will be paid a barracks allowance as specified in Schedule 1 to this Agreement for each such occasion; and
 - (iii) where the rest interval away from home exceeds twelve (12) hours, three (3) hours shall be credited towards the employees duty cycle hours as defined in 6.1(a) above.

7. Shift work

7.1 Shift work

- (a) The payments for employees agreeing to work shift work are incorporated into the remuneration provisions as outlined in Clause 21 below.
- (b) All employees engaged under the provisions of this Agreement will be required to work shift work on a seven (7) day rotating two or three shift operation.
- (c) Pacific National will advise employees of start and finish times and duration of the working day in order to meet customer requirements.
- (d) A two (2) hour lift up and four (4) hour layback provision in respect to an employee's advised sign on time shall apply in order to meet operational requirements.

7.2 Flexibility

- (a) Pacific National will establish start and finish times in order to meet service delivery obligations. However, the start and finish times may be amended by consent between the employee and their manager, provided that such amendment does not involve additional cost to Pacific National or disruption to operational services that adversely impact contractual obligations.
- (b) Subject to approval by Pacific National and following consideration of occupational health and safety, operational, fatigue management and quality of life issues, employees may mutually exchange shifts provided such changes do not involve additional cost to Pacific National or disruption to operational services.

8. Rest Periods and Fatigue Management

- (a) After working a shift, employees are entitled to a rest interval of eleven (11) hours off duty at the employee's home depot or eight (8) hours off duty when employees are working away from their home depot.
- (b) Personal needs breaks (eg. toilet breaks) shall be taken only when necessary and convenient.
- (c) Employees are entitled to a twenty (20) minute meal break that is to be taken in consultation with train control at times which minimise operational disruption and do not unnecessarily delay train movements.
- (d) Roster arrangements shall provide for consideration of fatigue management and quality of life issues.

9. Overtime

- (a) The parties agree that reasonable amounts of additional hours may be worked by employees (either full time, part time, temporary or casual employees) in order to ensure that Pacific National meets the required level of service as specified in contractual obligations. Pacific National will determine the allocation and working of such additional hours. Overtime shall be worked on a needs basis to meet contractual obligations.
- (b) **"Overtime"** is defined as any hours worked or credited in excess of one thousand nine hundred and seventy six (1976) ordinary hours per annum for full time, part time, temporary or casual employees.
- (c) Overtime will be due to be paid only when the employee has worked or been credited with the required annual ordinary hours.
- (d) When Overtime has been worked it will be paid in the following month's wages. Payment for overtime will be at the rate specified in Schedule 1.
- (e) When scheduling Overtime, Pacific National will consider the following:
 - (i) service requirements as specified in contractual obligations or operational variations;
 - (ii) the personal circumstances of the employees, including fatigue management and quality of life issues; and
 - (iii) relevant commercial and profitability issues.

10. Shortages of Work and Close Down Provisions

- (a) Where a shortage of work arises out of any industrial action (strike, lockout, bans or limitations) or operational disruption (scheduled or unforeseen) for which Pacific National cannot be reasonably be held responsible and which jeopardises operations, commercial viability or contractual obligations, Pacific National will consult with employees with the objective of minimising commercial, operational and personal employee impacts.
- (b) Notwithstanding or prejudicing the outcomes of such consultation:

- (i) Pacific National will initially seek volunteers to take any annual leave or other such forms of leave, including long service leave if appropriate.
- (ii) Should the process at sub-clause (i) above be exhausted or inappropriate, Pacific National may direct employees to do one or all of the following:
 - A. transfer on a temporary basis to another work location within a reasonable distance of the employee's home;
 - B. perform other duties, or;
 - C. undertake training that contributes to meeting contractual obligations.
- (iii) Should the process at sub-clauses 10(b)(i) and (ii) above be exhausted or inappropriate, as a last resort Pacific National shall direct employees to take leave without pay for the period of the work shortage or close down.

PART C - CONDITIONS OF EMPLOYMENT

11. Contract of Employment

11.1 Engagement

- (a) For the purposes of meeting contractual obligations, employees will be engaged either on a full time, part time, temporary or casual basis.
- (b) The Parties recognise and agree that the following employment categories will be able to be utilised and engaged by Pacific National to meet the service delivery requirements of customers and to account for variability in business activities.

11.2 Full Time Employment

- (a) Full time employees are those whose ordinary hours of work are one thousand nine hundred and seventy six (1976) hours per annum (inclusive of annual leave).

11.3 Part Time Employment

- (a) Persons who work on a regular basis but less than the hours of a full time employee may be engaged as part time employees. However, part time employees shall be engaged for a minimum of six hundred and sixty five (665) hours per annum (inclusive of annual leave).
- (b) The configuration of working hours will vary on a daily, weekly or monthly basis to meet operational requirements.
- (c) There shall be no minimum weekly or monthly hours for part time employees.
- (d) Part-time employees will be entitled to pro-rata conditions as provided for in this Agreement relative to the comparable full-time position.

11.4 Temporary Employment

- (a) Temporary employees are engaged for a specified period in order to meet identified additional workloads, projects or to cater for planned or unplanned absences from work.

- (b) Temporary employees may be engaged on either a full time or part time basis and hours of work shall be the same as those specified in sub clauses 11.2 or 11.3 above.
- (c) Generally, a temporary employee will not be engaged for a period in excess of twelve (12) months.
- (d) An offer of temporary employment will, amongst other things, specify the period of engagement. Unless specifically altered by Pacific National, there shall be no expectation of ongoing or permanent employment beyond the specified period of engagement.
- (e) Temporary employees will not be eligible for any redundancy payments but will be eligible for payment of any untaken annual leave entitlements upon termination.

11.5 Casual Employment

- (a) Casual employees are employees engaged by Pacific National as such.
- (b) Casual employees may be utilised in cases of genuine unplanned staffing events arising from absences from work or unforeseen additional crewing or operational requirements where it requires additional labour which is not reasonably able to be obtained by Pacific National's permanent full or part time employees or by the engagement of temporary employees.
- (c) A casual employee will receive the ordinary hourly rate of pay applicable to the equivalent full time classification plus a twenty percent (20%) loading on this ordinary hourly base rate of pay which is compensation for not receiving sick leave, annual leave, annual leave loading, long service leave and public holidays and those entitlements identified in sub-clause 11.5(g) below.
- (d) The relevant rate of pay within the classification structure for a casual employee is outlined in Schedule 1.
- (e) Casual employees will receive a minimum of three (3) hour's pay for any single engagement.
- (f) Casual employees engaged by Pacific National will be required to meet competency and legislative certification applicable to the work performed.
- (g) Casual employees will not be entitled to:
 - (i) accrued or Rostered Days Off;
 - (ii) Overtime except for hours worked in excess of the full time equivalent ordinary hours as specified in accordance with Clause 11.2 above;
 - (iii) income protection insurance;
 - (iv) redundancy, personal/carer's leave, annual leave, leave loading, long service leave, public holidays and performance bonus payments; and
 - (v) unless otherwise prescribed, any other entitlement as provided for in this Agreement.
- (h) Pacific National and/or the employee may terminate the casual employment by providing notice expiring at the end of the rostered shift.

12. Probationary Employment

- (a) A probationary period of three (3) months from the date of commencement will be applied to all new employees, other than temporary or casual employees engaged for less than a period of six (6) months.
- (b) During the probation period, employees shall be assessed and provided with feedback concerning their employment and performance.
- (c) If during the period of probationary employment, an employee resigns or is dismissed by Pacific National, the employee is required to return any property in their possession, including workwear and equipment.
- (d) Employees, during the period of probationary employment, may resign or be terminated by Pacific National on the provision of one (1) weeks notice in writing (or payment in lieu in the case of termination by Pacific National).

13. Termination of Employment

13.1 Notice of Termination by Pacific National

Pacific National will not terminate an employee's employment (other than a probationary employee) unless:

- (a) the employee has been given either the period of notice required by sub clause 13.2 below; or
- (b) the employee is guilty of serious misconduct, grossly unsatisfactory performance or other conduct justifying summary dismissal at common law.

13.2 Notice Period

The required period of notice will be:

Employees period of continuous service with Pacific National	Period of Notice
Not more than 1 year	1 week
Up to but no more than 3 years	2 weeks
More than 3 years but no more than 5 years	3 weeks
More than 5 years	4 weeks

- (a) The period of notice is increased by one week if the employee is over 45 years old and has completed at least 2 years continuous service with Pacific National.
- (b) Payment in lieu of notice will be made if the appropriate notice period is not given by Pacific National. Pacific National may require all or part of the period of notice to be worked out with any remainder to be paid out.

13.3 Notice of Termination by Employee

Employment may be terminated by the employee (other than a probationary employee) by giving a minimum of two weeks notice to Pacific National.

The period of notice may be waived with the mutual agreement of both parties. When employment is terminated, wages and any other payments due will be paid at the completion of the last week of employment.

13.4 Abandonment of Employment

If an employee is absent for a period of three (3) consecutive working days without reasonable cause, (onus being on the employee) the employee will be deemed to have abandoned their employment and may be dismissed from the last day worked.

14. Disciplinary Matters

- (a) Pacific National will provide performance feedback and counselling to an employee whose work performance, attitude or behaviour is unsatisfactory.
- (b) The disciplinary measures that Pacific National may take against an employee include:
 - (c) a caution or reprimand;
 - (d) suspension from duty with pay;
 - (e) suspension from duty without pay, however, if it is determined that disciplinary action is not warranted following an investigation, an employee suspended without pay above will be entitled to reimbursement of all reasonable monies due for the period of suspension from duties; or
 - (f) dismissal.

15. Employee Safety, Health and Welfare

Pacific National is committed to providing a workplace environment that maximises its employees' capacity to fully contribute to the workplace having regard to employees' reasonable concerns in relation to health, safety and welfare.

15.1 Medical Assessments

In accordance with relevant legislation and regulations, employees will be required to undertake medical assessments to ensure that they are, and continue to be, fit to perform the requirements of the position.

15.2 Employee Certification

Employees will be required to undertake all training and assessments to ensure that they retain certification and are ready, willing and able to perform all lawful directions consistent with their contract of employment. Training, including competency assessments and certification, will be conducted and provided by Pacific National.

15.3 Workwear and Protective Clothing

- (a) Pacific National will provide uniforms, protective clothing and equipment which is suitable and appropriate to the type of work activity being undertaken.
- (b) Uniforms, protective clothing and equipment shall be replaced on a fair wear and tear basis and must at all times be used solely for the purposes of work. Employees

are required to report any defective or worn items for replacement and shall return all items of workwear, protective clothing and equipment to their supervisor/manager upon ceasing employment.

- (c) Uniforms, protective clothing and equipment will be worn and utilised while the employee is on duty and will be maintained by the employee in a clean and professional condition.

15.4 Drugs and Alcohol

- (a) Pacific National is committed to providing a safe, healthy and productive work environment for its employees and contractors. Pacific National recognises that the misuse or abuse of alcohol and other drugs and/or engaging in illegal activities in the workplace adversely affects workplace safety, work performance and conduct.
- (b) To achieve the highest safety and work performance standards, Pacific National requires all employees to be free from the influence of alcohol and other drugs (as defined below) when presenting themselves for work and while at work.
- (c) Employees must not misuse or abuse alcohol or other drugs (legal or illegal) at work, or arrive at or resume work under the influence of such substances. Pacific National will implement Alcohol and Drug Testing Procedures in accordance with Pacific National's policy.

16. Redundancy

16.1 Redundancy

- (a) 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.
- (b) For the purpose of sub-clause (a) a suitable alternative position includes, but is not limited to, the following:
 - (i) a position which is suitable given the employee's skill base, competence and experience or is suitable after the provision of appropriate training and such training is offered by Pacific National (or such other person) to the employee at no cost to the Employee; and
 - (ii) attracts the same or no less favourable terms and conditions of employment overall.
- (c) Without limiting the terms of sub-clause (b) above, a suitable alternative position may be a position:
 - (i) Elsewhere within Pacific National operations; or
 - (ii) With another related entity to Pacific National; or
 - (iii) With an unrelated entity in circumstances where Pacific National NSW has sold all or part of its business.
- (d) Pacific National shall make offers to employees for suitable alternative employment, voluntary redundancy and/or initiate involuntary redundancy, as appropriate, after consideration of the following criteria:

- (i) Pacific National's needs for competencies;
 - (ii) Employee qualifications;
 - (iii) Employee past work performance and experience;
 - (iv) An employee's suitability for Pacific National's future needs; and
 - (v) Any expressions of interest for voluntary redundancy.
- (e) Severance payments are payable upon termination on account of redundancy and are in addition to notice or payment in lieu of notice.
- (f) Severance payments shall:
- (i) Be calculated on the employee's Base Rate at the time of termination;
 - (ii) Be paid on a pro rata basis for part years of service.
 - (iii) Subject to sub-clause 16(f)(iv), comprise of a rate of payment as follows:

Years of service	Rate of payment
1 year and less than 10 years	4 weeks pay per every year of completed continuous service
11 years and less than 15 years	4 weeks pay per every year of service up to 10 years, and 3 weeks pay per every year of completed continuous service beyond 10 years.

- (iv) Be limited to a maximum payment of fifty two (52) weeks pay, excluding:
 - A. any period of notice prescribed for termination in Clause 13 of this Agreement; or
 - B. the payment of any accrued statutory leave entitlements owing to the Employee upon termination.
- (g) For the purposes of determining continuous service under clause 16.1(f), all continuous service with FreightCorp will be counted as continuous service with Pacific National.
- (h) For the purposes of sub-clauses 16.1(f) and (g) above, a "weeks pay" is calculated as follows:

Annual Aggregate Wage (exclusive of incidental allowances and overtime) divided by 365.25 and multiplied by 7.

16.2 Employee Assistance

Employees shall be entitled to receive the following assistance in redundancy situations:

- (a) advice on independent financial planning;
 - (i) assistance to plan lifestyles and career strategies;
 - (ii) assistance with job search techniques and interview skills; and
- (b) paid leave up to a maximum of four days (paid at the aggregated wage rate) to attend job interviews. Pacific National, at its sole discretion, may approve additional paid leave beyond four days in particular cases.

PART D REMUNERATION

17. Superannuation

Pacific National will provide superannuation benefits on behalf of its employees in accordance with its obligations under the Superannuation Guarantee (Administration) Act 1992 by making payment to a complying superannuation fund.

18. Salary Sacrifice Provisions

Employees may elect to have part of their Aggregate Wage paid as an employer superannuation contribution to a complying fund of their choice. The amount of salary sacrifice for this purpose will still form part of the employee's Aggregate Wage and electing to salary sacrifice does not create any additional entitlement to payment.

19. Income Protection Insurance

- (a) Pacific National undertakes to fund salary continuance insurance for all full time permanent employees covered by this Agreement. Pacific National shall contribute a maximum of 1% of the employees base rate of pay per employee where an employee has arranged their own policy.
- (b) With respect to existing employees as at 1 January 2008, the Company will continue to take out an income protection insurance policy on the employee's behalf but the contribution made by Pacific National shall be capped at a maximum 1% of the employees base rate of pay as outlined above.
- (c) This benefit was agreed in the context of the total remuneration outcomes provided for in this Agreement.

20. Method of Payment

- (a) All employees will be paid by electronic funds transfer to one bank, building society or credit union of the employee's choice.
- (b) One twelfth of the Aggregate Wage referred to in Schedule 1 of this Agreement will be paid on a monthly basis on the 15th day of each month.
- (c) Pacific National will make deduction facilities available for employees, should they wish to have aspects of their wages deducted by certain organisations.

21. Wages and Allowances

- (a) Employees will be paid an Aggregate Wage in accordance with Schedule 1 of this Agreement.
- (b) Employees covered by this Agreement accept the responsibility and cost of transport from their place of residence to their sign on location.
- (c) The Aggregate Wage will be paid for periods of approved paid leave.

21.2 Aggregate Wage

- (a) The Aggregate Wage in Schedule 1 recognises the individual's skill, knowledge and experience in the performance of their duties in the work environment including Driver Only Operation and Driver Only Shunting Allowance.
- (b) The Aggregate Wage includes total compensation for all penalties, disabilities and allowances (except as provided for in sub clause 21.3 below) as follows:
 - (i) Shift Penalties and Loadings;
 - (ii) Mileage, Tonnage and Distance Payments;
 - (iii) Weekend Penalties;
 - (iv) Annual Leave Loading;
 - (v) Dust, Coal and Cement Allowance and related Environmental Payments;
 - (vi) Remote Locality; and
 - (vii) Public Holidays with the exception of Christmas Day, Proclamation Day, New Years Day, Good Friday and Easter Monday.

21.3 Schedule Allowances and Expenses

Except as provided for in this clause, no other allowance or expense payments shall be made to the employee.

(a) **Incidental Expenses**

Pacific National will reimburse employees, upon production of original receipts, all reasonable business related expenses incurred by the employee.

(b) **Meal Allowance - Away from Home Depot**

Where an employee (Locomotive Operator) is working shifts that involve taking rest at a location other than their home depot, a Meal Allowance as specified in Schedule 1 will be paid for the first eight hours and each subsequent eight hours, or part thereof, until sign off at their home depot.

(c) **Barracks Allowance**

Where an employee carries out Barracks Working as specified in clause 6.4 and where the rest interval away from home exceeds twelve (12) hours, the employee will receive a Barracks Allowance for each occurrence as specified in Schedule 1 to this Agreement.

PART E - LEAVE PROVISIONS

22. Annual Leave

- (a) A full time employee who regularly works shift work will be entitled to five (5) weeks annual leave, being the equivalent of 190 hours, for each completed year of service. Annual leave will be paid at the Aggregate Wage rate.
- (b) Part time and temporary employees regularly working shift work are entitled to a pro rata amount of such leave determined by reference to hours ordinarily worked.
- (c) Where an employee has accrued more than five(5) weeks annual leave, and chooses to take more than five (5) weeks annual leave in any one year, such additional weeks of leave will also be paid at the Aggregate Wage.

22.2 Taking of Annual Leave

- (a) Pacific National will consult with employees and schedule the clearance of annual leave in line with operational requirements. In doing so, Pacific National may have regard to shortages of work and close downs as contemplated in clause 10 of this Agreement and, as far as practicable, the personal needs of employees.
- (b) Following consultation, should agreement not be reached in respect to the taking of annual leave, Pacific National will direct employees to take annual leave. Employees will be given at least one (1) months notice prior to the direction to take leave. The notice given to employees will outline the time the leave is to be taken and its duration.
- (c) Subject to Pacific National approval, annual leave may be taken in any configuration to flexibly meet the needs of the employee and operational requirements.
- (d) Annual Leave may be accumulated by agreement, subject to a maximum of two (2) year's accrual of leave (ie 380 hours).

23. Public Holidays

- (a) Employees are entitled to all gazetted public holidays in South Australia. The Aggregated Wage remunerates employees for all public holidays with the exception of Christmas Day, Proclamation Day, New Years Day, Good Friday and Easter Monday Public Holidays.
- (b) The provision for employee entitlements for Christmas Day, Proclamation Day, New Years Day, Good Friday and Easter Monday Public Holiday is as follows:
 - (i) When Booked Off on the day the public holiday is gazetted, an employee is entitled to 7.6 ordinary hours which will be credited to the employees ordinary hours of work for that day;
 - (ii) When rostered to work but not required to attend work, an employee will be advised Booked Off and 7.6 ordinary hours of work will be credited for that day;
 - (iii) If an employee is required to commence work on the day the public holiday is gazetted, the employee shall be entitled to the days pay and in addition a payment of time and a half for all time worked on the day.

Alternatively, the employee may choose to have the hours of work credited against the ordinary hours of work as defined in clause 6.1(a) at 2.5 times the ordinary rate of crediting.

24. Long Service Leave

Employees will be entitled to paid long service leave in accordance with the provisions of the South Australian long service leave legislation.

25. Personal/Carer's Leave

Employees are entitled to paid leave of absence in circumstances where they cannot attend for duty due to genuine personal illness or injury, or because they have to care for a member of their immediate family or household.

25.1 Entitlement

- (a) Following twelve (12) month's continuous service, full time employees are entitled to ten (10) days paid personal/carers leave each calendar year, which is credited progressively according to an employee's service.
- (b) Personal/carers leave will accumulate from year to year, but will not be paid out upon termination of employment.
- (c) Employees are required to produce a medical certificate when personal/carers leave:
 - (i) exceeds two consecutive working days;
 - (ii) occurs immediately before or after a book off day (including weekends);
or
 - (iii) occurs immediately before or after a gazetted public holiday.
- (d) If considered necessary by Pacific National, an employee may be required to produce a medical certificate to account for all absences from work or may be required to attend a medical examination by a medical practitioner nominated by Pacific National, in respect of an illness or injury.

26. Parental leave

Parental leave is granted to employees in accordance with the provisions of the Fair Work Act 2009.

27. Trauma Leave

- (a) Where an employee is involved in a fatal or serious accident or critical incident at work, but is not physically injured in the occurrence, the employee will be provided with a minimum of two (2) days paid trauma leave (at the Aggregate Wage rate) to attend compulsory medical or other counselling.
- (b) Pacific National will provide a medical practitioner and counselling for which the employee is required to attend.

28. Special Leave

- (a) Pacific National will reasonably consider any application for paid or unpaid family leave to enable employees to provide short-term assistance to members of their immediate family or for other family emergencies where family members require the care and support of the employee.
- (b) Generally, special leave would ordinarily not exceed five (5) days in any period of twelve (12) consecutive months.

29. Bereavement Leave

Paid leave up to a maximum of three (3) days shall be provided to employees in connection with or to attend the funeral of a direct family member or close friend. The relevant manager shall approve such leave.

30. Jury Duty

Employees summoned to attend jury service will continue to receive their Aggregate Wage for the duration of their attendance. The employee will repay any monies paid by the Court for jury service to Pacific National.

31. Unpaid Leave

Employees may make an application for a period of unpaid leave for up to maximum period of twelve (12) months. Approval of such leave will be at the sole discretion of Pacific National. Leave will be provided without pay subject to the needs of the business.

PART F - DRIVER ONLY OPERATION

32. Application and Context of Driver only Operation

Driver Only Operation is Pacific National's preferred operational methodology and is fundamental to the achievement of commercial and contractual obligations. As such, Pacific National will operate Driver Only Operation within the context of this Agreement. Rates of pay provided for in this Agreement are based on the application of Driver Only Operation.

PART G - CONSULTATION

33. Communication and Consultation

The parties to the Agreement agree that:

- (a) Pacific National will consult with employees to whom the Agreement applies about major workplace changes that are likely to have a significant effect on the employees.
- (b) During any consultation process, employees may be represented by a representative of their choice.

34. Dispute Prevention and Resolution

34.1 Context

- (a) The Parties agree to facilitate the resolution of issues of concern at the workplace to ensure harmonious employee relations and the continual provision of services to Pacific National customers.
- (b) The Parties agree that issues of concern should initially be managed and resolved at the lowest appropriate level.

34.2 Procedures relating to grievances or disputes

- (a) At all stages in this dispute resolution procedure, an employee may choose to be represented by an employee representative, which may include a union official.
- (b) An employee who is experiencing a work related problem should, in the first instance, refer the grievance or issue to the relevant manager. A period of 48 hours (exclusive of weekends and public holidays) is to be considered a 'reasonable time limit' for matters which require discussion at the supervisory or line management level, and a response is generally required within this time.
- (c) If the dispute or grievance is not resolved at the line level, it may be referred to the next level of management. A period of 72 hours (exclusive of weekends and public holidays) is to be considered a 'reasonable time limit' for matters which require discussion at this level, and a response is generally required within this time.
- (d) If the dispute or grievance is not resolved at the line level, it may be referred to the relevant Pacific National General Manager.
- (e) At any stage of the procedure, the Parties may seek the assistance of a member of Fair Work Australia for the purpose of endeavouring to conciliate the matter.
- (f) During the progress of all steps indicated above, except where there is a bona fide safety issue involved, work shall continue as normal.

PART H - VARIATIONS

35. Individual flexibility arrangement

- (a) Notwithstanding any of the other provisions in this Agreement, Pacific National and an individual employee may agree to vary the application of terms of this agreement to meet the genuine individual needs of Pacific National and the individual employee. The terms of the Agreement that Pacific National and the individual employee may agree to vary are those concerning:
 - (i) Arrangements for when work is performed and rostering arrangements (including the terms of Schedule 2)
- (b) Pacific National and the individual employee must have genuinely made the agreement under clause 35 without coercion or duress.

- (c) The agreement between Pacific National and the individual employee under clause 35 must result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.
- (d) The agreement between Pacific National and the individual employee pursuant to clause 35 must also:
 - (i) Be in writing, name the parties to the agreement, be signed by Pacific National and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - (ii) State the date the agreement commences to operate;
 - (iii) State each term of this Agreement that Pacific National and the employee have agreed to vary;
 - (iv) Detail how this Agreement has been varied; and
 - (v) Detail how the arrangement meets the Better Off Overall Test (BOOT).
- (e) Pacific National must give the individual employee a copy of the agreement within 14 days.
- (f) Except as provided in clause 35(d)(i), the Agreement must not require the approval or consent of a person other than Pacific National and the individual employee.

- (g) Any agreement made pursuant to clause 35 may be terminated:
 - (i) By Pacific National or the individual employee by giving four weeks' notice of termination, in writing, to the other party; or
 - (ii) At any time, by written agreement between Pacific National and the individual employee.
- (h) The right to make an agreement pursuant to this clause 35 is in addition to, and is not intended to otherwise affect, any provision for an agreement between Pacific National and an individual employee contained in any other term of this Agreement.

Schedule 1 - Schedule of Rates and Allowances

Rates applicable from the first pay period on or after approval of this Agreement by Fair Work Australia

Classification	Annual Aggregate Wage		
	On approval of agreement	1 June 2012	1 June 2013
Locomotive Operator - Driver Trainer	\$94,880.13	\$99,624.14	\$104,605.34
Locomotive Operator - Full Time	\$90,550.33	\$95,077.85	\$99,831.74
Locomotive Operator - Part Time Hourly Rate (rates to be increased in line with annual pay increases)	One 1976th of the full time rate		

Classification	Hourly Rate of Pay		
	On approval of agreement	1 June 2012	1 June 2013
Locomotive Operator - Casual (including 20% casual loading)	\$54.96	\$57.71	\$60.59

Overtime (all employees)	Hourly Rate of Pay		
	On approval of agreement	1 June 2012	1 June 2013
Hourly rate	\$59.68	\$62.67	\$65.80

Allowances	Hourly Rate of Pay		
	On approval of agreement	1 June 2012	1 June 2013
Meal Allowance (per meal)	\$24.47	\$25.69	\$26.97
Barracks Allowance (per incidence)	\$235.99	\$247.79	\$260.18

Schedule 2 - Rostering Code of Practice

1. Shift Limits

- (a) The minimum shift payment-will be four hours.
- (b) The maximum rostered shift limit will be eight (8) hours' thirty-(30) minutes.
- (c) In the event of train delays, a locomotive operator may elect to cease work eight (8) hours thirty (30) minutes from sign on and shall be relieved. Alternatively, a locomotive operator may elect to continue driving up to a maximum of eight (8) hours fifty (50) minutes and shall be relieved.
- (d) Notwithstanding anything else, contained in this Shift Limits clause, Pacific National may require two employees to be rostered to work a maximum shift length of 12 hours provided however that an Emergency Situation exists.
- (e) For the purposes of this clause, "Emergency Situation" shall include, but not be limited to, derailments or wash aways.

2. Rostered Week Definition

- (a) A rostered week is defined as a week commencing on a Sunday and finishing on a Saturday.

3. Notice Period

- (a) If the employee has not been advised, in accordance with Clause 6.7 of this Schedule 2, to commence work on a Not Required Shift and then is called to work and volunteers to do so, the hours for that shift will be credited at 1.7 times.

4. Barracks Detention

- (a) The maximum time in barracks shall be a total of twenty-nine (29) hours after which the employee will be signed on and the shift limit commences.

5. Credit Shifts

- (a) If a shift is cancelled within seven (7) days and alternative work cannot be provided within the originally rostered sign on time and shift limit, within the lift up and lay back parameters, then those hours will be credited from the ordinary hours of work.

6. Roster Structure (full time employees)

- (a) No more than twenty (20) shifts for one hundred and fifty two (152) ordinary working hours per four (4) weeks for each employee.
- (b) In the preparation of the rosters Pacific National shall, as far as practicable, endeavour to provide employees with 1 weekend off in every 4 weekends but in any event Pacific National must ensure that rosters provide for no less than 1 week end in every 6 weekends from the commencement of each four weekly duty cycle.
- (c) A minimum of eight (8) book off days per every four (4) weeks.
- (d) Book off days to be grouped in multiples where operationally feasible and meet fatigue management guidelines.

- (e) Rosters will show sign on/off times and shift lengths.
- (f) Not Required days may be utilised on each employees four (4) week roster where the number of shifts is less than twenty to a maximum of four (4) per four (4) weeks.
- (g) Employees are to be advised if required to work on the Not Required shift prior to signing off the previous shift.

7. Roster structure (part time employees)

- (a) No more than twenty (20) shifts for one hundred and fifty two (152) ordinary working hours per four (4) week's for each employee.
- (b) A minimum of eight (8) book off days per every four-(4) weeks.
- (c) Where the work is known for a roster line the sign on/off and shift lengths will be shown.
- (d) Not Required days may be utilised on each employees four (4) week roster where the number of shifts is less than twenty to a maximum of four (4) per four (4) weeks.
- (e) No more than five (5) Not Required days may be placed on a roster line per week.

8. Occupational Health And Safety

In developing and modifying rosters, Pacific National must take into account its obligations under both occupational health and safety and rail safety legislation, including fatigue management principles.

9. Business Requirements

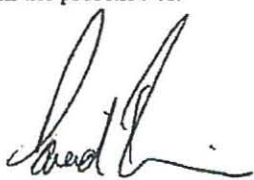
The parties recognise and agree that rosters must meet customers' and business needs and be cost efficient.

Schedule 3 - Declaration and Signatures

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

This Agreement was made in Adelaide on this the 1st day of June 2011.

Signed for and on behalf of
Pacific National (NSW) Pty Ltd
in the presence of:



Signature of authorised person

David Kinn

Name of authorised person in full



Signature of witness

David Mayo

Name of witness in full

LEVEL 1, 426 KING ST NEWCASTLE NSW.
Address

361 Industrial Drive Tighes Hill
Address

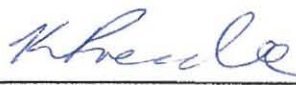
Signed for and on behalf of
**The Australian Rail, Tram and Bus Industry
Union South Australia/Northern Territory
Branch** in the presence of:



Signature of authorised person

BOB NANNA

Name of authorised person in full



Signature of witness

KATHRYN PRESDEE

Name of witness in full

83-89 Renwick St, Redfern 2016
Address

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2016