

**Pacific National Intermodal Train Crew
Enterprise Agreement 2006**

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1. Objectives

- 1.1 This clause sets out the objectives of the parties in making this Agreement. While the clause does not establish rights or obligations, it may be used to assist in resolving ambiguity or uncertainty over the application of the Agreement. The objectives of this Agreement are to:
- (a) Reflect in the content the commitment of the Intermodal division employees and the union to rail industry best practice in Occupational Health and Safety performance;
 - (b) Acknowledge and reflect the different requirements of each of the Intermodal division's business segments and facilitate improvements to the commercial and business position of those business segments;
 - (c) Provide fair and reasonable wages and other terms and conditions for employees which facilitate flexibility and efficiency;
 - (d) Recognise a commitment to reform and continuous improvement will contribute to commercial success. Business success will underpin improvements to job security, wages and working conditions;
 - (e) Support the removal of artificial barriers and to allow for the performance of tasks, which are safe, efficient and logical, and for which the employee has been trained and has current and demonstrated competency;
 - (f) Provides a classification structure that facilitates the achievement of business needs and is competency based;
 - (g) Provide training relevant to job requirements and employee needs, that is aligned to the TDT framework;
 - (h) Outline terms and conditions of employment in a clear and easily understood format;
 - (i) Promote the introduction of new technology, systems and/or processes which improve business efficiency and effectiveness;
 - (j) Promote the development of a workforce culture which is commercially and customer focused and aligned to growing the business;
 - (k) Achieve an appropriate balance between the Intermodal division's business and operational requirements, and the employees' needs and occupational health and safety requirements.

2. Title

The title of this Agreement is the "Pacific National Intermodal Train Crew Enterprise Agreement 2006".

3. Parties

The parties to this Agreement are:

- Pacific National (NSW) Pty Ltd; and
- Pacific National (ACT) Limited.
(Collectively referred to in this Agreement as "Pacific National")
- The Australian Rail Tram and Bus Industry Union ("RTBU")

4. Scope

- 4.1 This Agreement shall apply to:
- 4.1.1 Each of the parties, and

- 4.1.2 Employees employed to perform work in positions within the Intermodal Division that fall within the classification structures under this Agreement.
- 4.2 This Agreement shall not apply to any employee who is employed to perform work in another business or part of a business (including another operational area) operated by Pacific National that is covered by another workplace agreement or pre-reform agreement that operates to cover work on a distinct geographical or operational basis. For example, an employee who at the time this Agreement was made was covered by the Pacific National Intermodal Division Terminal Operators Union Collective Agreement 2006.

5. Glossary of Terms

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

Agreement	The Pacific National Intermodal Train Crew Enterprise Agreement 2006
Aggregate Remuneration	Aggregate Remuneration is the total of Base Remuneration plus Aggregate Penalty payment, if such payment is applicable, plus Aggregate Allowance if such an allowance is applicable.
Annual Cycle Hours	The ordinary hours of work which an employee is required to work over their nominated fifty two (52) week period, i.e. 1976 ordinary hours including public holidays and annual leave for a full-time employee.
Annual Cycle	The fifty two (52) week period over which the Annual Cycle Hours are scheduled to be worked.
Barracks Location	A nominated location where train crew are signed-off and are accommodated, or take a shift break 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).
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 stand alone period of four weeks, which is one-thirteenth of the Annual Cycle.
Duty Cycle Threshold Hours	The threshold hours for a Duty Cycle identified in a Master Roster in accordance with clause 16.7(b)
Forecast Working	Working where the shifts (sign on times and Shift Lengths) are forecast in advance.
Hours Worked	Actual Time Worked
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.
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.

OEA	The Office of the Employment Advocate
Protected Award Conditions	The Protected Award Conditions as defined as Protected Allowable Award Matters in Section 354 of the Act.
Relevant Awards	The Awards specified in Attachment 5 to this Agreement.
Shift Length	The total time from a sign-on to a sign-off.
Shiftworker	Any employee whose roster provides for the regular incurrence of a shift penalty or whose roster provides for regular work on a Saturday or Sunday.
The Standard	The Australian Fair Pay and Conditions Standard as defined in the Act.
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.
The Act	The <i>Workplace Relations Act 1996</i> (Cth) .

6. Transmission of Business

- 6.1 The parties acknowledge that Part 11 – Transmission of Business Rules, of the Act, sets out the legislative framework with respect to how this Agreement will bind a successor, assignee or transmittee of Pacific National's business.
- 6.2 Where a business is transmitted from Pacific National to another employer, as contemplated by the Act (in this clause called the "transmittee") and an employee who:
- (a) At the time of such transmission was an employee of Pacific National in the business transmitted; and
 - (b) Was covered by the provisions of this Enterprise Agreement; and
 - (c) Who immediately becomes an employee of the transmittee;
- then where:
- (d) The employee's service and accrued and unused leave entitlements with Pacific National are assumed by the transmittee; and
 - (e) the employee is offered employment on terms and conditions no less favourable than the employee currently enjoys;
- the employee will not be entitled to payment on account of any leave, severance, redundancy, period of notice or any other entitlement on termination of their employment with Pacific National.

7. Duration and Operation

- 7.1 This Agreement shall operate from the date of lodgement and shall have a nominal expiry date of 30 June 2009.

8. Relationship with other Awards and Agreements

- 8.1 This Agreement sets out the whole agreement between the parties. Any and all federal awards cease to have any operation in relation to an employee when this Agreement commences.
- 8.2 Any and all Protected Award Conditions of any award which may apply including the Relevant Awards as set out in Attachment 5 are expressly excluded pursuant to section 354 of the Act

- 8.3 Nothing in this Agreement shall be construed as to allow or permit any arrangements or work practices that are inconsistent with the Act or the Standard.
- 8.4 This Agreement was negotiated as one of several agreements to replace the Pacific National Enterprise Agreement 2004. These agreements apply to distinct operational areas (or "parts" of a single business) within Pacific National. Whilst the divisions are distinct, there is a degree of interaction between many of these operational areas. An employee may be directed from time to time to work across these operational areas. The employee will remain bound by the terms and conditions contained in this Agreement so long as they fall within the Scope clause of this Agreement.

9. No Extra Claims

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

10. Health and Safety

- 10.1 The parties to this Agreement share an ongoing commitment to ensure and to promote the health, safety and welfare of all employees, and nothing in this Agreement shall be designed or applied in ways that reduce or diminish this objective.
- 10.2 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.
- 10.3 Employees must ensure that they perform their jobs safely with a duty of care to themselves and to other employees.

Employees must attend for duty fit and able to safely perform their duties. Employees must comply with Pacific National's policy and procedures, including those related to drugs and alcohol.

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.

11. Contract of Employment

11.1 General Principles and Undertakings

- (a) Pacific National shall use its best endeavours to ensure that full-time employment is the principal form of employment.
- (b) Pacific National may, subject to clauses 11.2, 11.3, 11.4 and 11.5, engage employees either on a permanent full-time, permanent part-time, casual or fixed term basis in all classifications to provide flexibility of employment and to accommodate variability of business activities.
- (c) No employee shall have their form of employment changed without their written agreement.
- (d) When engaged, all employees shall:
 - (i) Attend for work fit, ready and able to perform in their role;
 - (ii) Use safe work practices and properly use all appropriate protective clothing and equipment provided by Pacific National;
 - (iii) Undertake all work as directed, which can be assigned to a person of that skill and/or competence;
 - (iv) Comply with all Pacific National policies and procedures as in force from time to time;

- (v) Comply with any reasonable request to working shift rosters where required;
- (vi) Pacific National may require an employee to work reasonable overtime at the appropriate penalty rates;
- (vii) Implement and use new technology, systems and / or processes, when trained, which will improve business efficiency and effectiveness.
- (viii) Participate in developing and implementing work methods that are designed to improve the performance of Pacific National; and
- (ix) Participate in training, learning and developmental programs and attend team briefings, which are conducted during working time, to enhance the productivity of the workplace.

11.2 Full-time Employment

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

11.3 Part-time employment

- (a) 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.
- (b) A part-time employee may be engaged on a permanent basis as provided for in this Agreement.
- (c) A part-time employee's minimum number of hours per annum, and wherever possible, the scheduling of those hours will be agreed in writing at the commencement of employment.
- (d) A part-time employee shall be engaged for a minimum of three consecutive hours on a shift.
- (e) Part-time employees' minimum number of hours per annum can only be varied in writing, by agreement, between the employee and Pacific National.
- (f) Part-time employees will be entitled to pro-rata conditions accrued and taken on an hourly basis including payment provisions and leave entitlements, as provided for in this Agreement, relative to the comparable full-time equivalent position. A part-time employee will receive the weekend, public holiday and shift penalty payments associated with their working pattern, these payments may be included in an aggregate penalty payment. Rostered days off (RDOs) will be shown on the employee's Master Roster.
- (g) A part-time employee may be required to work additional hours beyond their agreed minimum hours. Where this is required, the payment for additional hours worked will be at ordinary rates, without penalty, up to the number of ordinary hours for an equivalent full-time employee. Where the worked additional hours exceed the normal ordinary hours for an equivalent permanent full-time employee, the applicable penalty will be applied to the excess hours worked.

11.4 Casual Employment

- (a) Casual employees are employees engaged by Pacific National as such.
- (b) A casual employee shall be engaged for a minimum of three consecutive hours on a shift.
- (c) A casual employee will receive the ordinary hourly base rate of pay applicable to the equivalent full-time classification plus a twenty percent (20%) loading on the 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 not worked.
- (d) The classification level and rate of pay within the classification structure for the

casual employee will be determined by reference to the requirements of the position and to the casual employee's skills, knowledge and experience.

- (e) Shift payments and applicable penalty payments will be paid in accordance with the provisions applicable to a similar full-time classification. Shift payments and applicable penalty payments will be calculated from the Base Remuneration and these payments will exclude the application of the twenty percent (20%) loading referred to in clause 11.4(c) above.
- (f) Casual employees will not be entitled to:
 - (i) Overtime payments, except for hours worked in excess of the ordinary hours for a full-time employee, calculated on the same basis as an equivalent permanent employee;
 - (ii) Any Employee Travel or Family Pass provisions;
 - (iii) Redundancy, sick leave annual leave, leave loading, long service leave and public holidays; and
 - (iv) Unless otherwise prescribed, any other entitlement as provided for in this Agreement.
- (g) Pacific National or the employee may terminate casual employment by providing notice expiring at the end of the last rostered shift worked.
- (h) **Conversion of a Casual employee to a permanent or part-time employee**
 - (i) Pacific National 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.
 - (ii) Where a casual employee has worked more than nine hundred (900) hours (equivalent to approximately 6 months full-time employment) for Pacific National in any financial year, he/she may seek to be appointed as a permanent or as a part-time employee, under terms provided for in this Agreement. Where a casual employee seeks appointment under these provisions, Pacific National will not unreasonably refuse. Where Pacific National refuses to make the appointment sought by the casual employee, the reasons for the refusal will be outlined in writing to the casual employee.
 - (iii) Any offer to convert the employment status of a casual employee will be in writing. The casual employee may elect to accept or to reject any offer made.
 - (iv) Where an offer is made and rejected, Pacific National may seek to fill the position by other means and this action may result in the casual employee's employment being terminated.

11.5 Fixed Term Employment

- (a) Fixed term employees are engaged for a specific task or project (which may include the replacement of an employee who is on leave) for a specified, fixed period of time.
- (b) A fixed term employee shall generally not be engaged for a period in excess of twelve (12 months).
- (c) Fixed term employees may be engaged on either a full-time or part-time basis consistent with the terms of this Agreement.
- (d) Employees engaged on a fixed term basis will be entitled to all terms and conditions applicable to a full-time or a part-time employee (as the case may be) in the same classification with the exception of redundancy entitlements and long service leave. Annual leave will be accrued and paid on an hourly pro-rata basis at the completion of the engagement.
- (e) The offer of fixed term employment will specify the period of the engagement. Pacific National is under no obligation to offer further fixed term employment or

permanent employment upon the expiration of the original engagement.

- (f) Other than in cases of misconduct that warrants summary dismissal, Pacific National may terminate a fixed term employee, at any time during the fixed term by giving two weeks notice of termination or payment in lieu thereof.

Payment in lieu of notice will be made if the appropriate notice period is not given. Pacific National may require all or part of the period of notice to be worked out with any remainder paid out.

12. Recruitment, Selection and Induction

- 12.1 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.
- 12.2 All selection decisions will reflect Pacific National's commitment to equal employment opportunity and the elimination of unlawful discrimination.
- 12.3 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.
- 12.4 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.
- 12.5 Where a position covered by this Agreement is advertised and no grade or classification is included in the advertisement, Pacific National will provide advice as to the appropriate classification when asked by an applicant for the position.
- 12.6 Where an offer is made to appoint employees under the terms of this Agreement, following advertising, the offer will be in writing in the form of a letter of engagement. The letter of engagement will contain the following:
 - (a) Position title;
 - (b) Appointment date;
 - (c) Position level, as contained within this Agreement;
 - (d) Salary level; and
 - (e) That in addition to the terms of the letter of engagement, this Agreement applies to the employee's employment.
- 12.7 Pacific National will ensure that all employees are appropriately inducted into their workplace following appointment.

13. Probationary Employment

- 13.1 A probationary period of up to three months from the date of commencement will be applied to all new employees, other than casual employees and fixed term employees engaged for less than a period of six months and will be outlined in their letter of engagement.
- 13.2 On commencing employment, probationary employees will be advised as to the performance standards required, including the provision of regular performance reviews during the period of probationary employment.
- 13.3 During the probationary period, the employee's employment may be terminated by either the employee or Pacific National by providing one week's written notice.
- 13.4 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.

14. Career Paths and Classifications

14.1 Pacific National may, subject to complying with any consultation requirement outlined in Clause 30 of this Agreement, where the implementation of any change will have a significant impact on employees, determine the following:

- (a) The type and number of positions in the organisation and the organisational structures;
- (b) Employee levels;
- (c) Specific work practices; and
- (d) Specific equipment and its use.

14.2 The classifications to which this Agreement applies are set out in this clause.

- (a) 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.
- (b) The process of position design or position redesign may require employees to undertake activities that have not traditionally been within their classification stream or that have not been previously part of their position.

Where positions are adjusted or redesigned, the employee will be entitled to be paid at a classification level that equates to the work or activities being undertaken in the new position subject to the provisions of the Salary Maintenance clause of this Agreement.

14.3 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.

14.4 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.

14.5 Principles

The classification structures operate in accordance the following principles:

- (a) Positions will be defined in terms of their primary accountabilities or main functions;
- (b) 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.

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.

- (c) Classifications are based on primary accountabilities or main functions used in the position rather than skills possessed by the employee;
- (d) 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;

- (e) 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
- (f) The Transport and Distribution, Rail Operations Training package and the associated competency standards will be used to underpin Pacific National's training and development system. Certificates of attainment and statements of attainment will be issued to employees upon satisfying the requirements of the specific training.

14.6 Leadership and/or Supervisory Accountability

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.

14.7 Mixed Functions/Higher Duties

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.

14.8 Assessment of Previous Skills or Knowledge

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

14.9 Classifications, Descriptors and Pay Levels

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.:

- (a) Change of Terminal Driver (DOO) from level 10 to level 11
- (b) Level 12 becoming the minimum level for Mainline Driver (2 UP);
- (c) Introduction of Level 9 Trainee Driver

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

14.10 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 Stage 2	An employee in training to become a qualified Terminal Driver, Mainline Driver or DOO Driver. Movement from Trainee Stage 1 to 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
Qualified 2 nd Person or Driver in Training Stage 3	An employee engaged to perform the role of 2 nd 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)	Qualified and undertaking driver accountabilities on mainline operations. Operates as part of a two (2) person crew on the mainline.	12
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	<p>Qualified and undertaking driver accountabilities on mainline operations, which may include DOO shunt.</p> <p>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.</p> <p>Drivers who accompany a trainee but do not provide structured training as required by Pacific National will not qualify for Mentor Driver payments.</p> <p>Mentor Drivers may also be appointed to provide specific structured mentoring to fully qualified drivers where the need for such mentoring has been identified.</p> <p>Coaching qualified drivers in "route knowledge" does not qualify for Mentor Driver appointment.</p> <p>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.</p>	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: 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 31 if necessary in order to review their suitability for these duties.

14.11 Remote Control Operations

- (a) Pacific National may, during the life of this Agreement, wish to evaluate and implement Remote Control Operations.
- (b) In 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.
- (c) Upon agreement being reached on a new rate of pay, 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 lodged with the OEA.
- (d) Once agreement has been reached by the Parties each party must take all necessary steps to allow the variation to be lodged with the OEA. The new rate of pay will then commence application upon lodgement of the variation with the OEA.
- (e) Remote Control Operations will not be introduced in the absence of an agreement about a new rate of pay.

15. Driver Only Operations

- 15.1 The parties agree that, subject to regulator requirements and business case evaluation, driver only operations (DOO) is 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.
- 15.2 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 6.
- 15.3 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 30 of this Agreement.
- 15.4 Pacific National may continue to introduce driver only shunting, local and mainline duties across the network where safeworking regulations allow.
- 15.5 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

16. Hours of Work

- 16.1 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:
- (a) One thousand, nine hundred and seventy six (1976) hours, which includes eighty-three point six (83.6) hours for eleven (11) public holidays and one hundred and ninety (190) hours of annual leave for a shift worker; or
 - (b) One thousand, nine hundred and seventy-six (1976) hours, which includes seventy-six (76) hours for ten (10) public holidays and one hundred and fifty two (152) hours of annual leave for a day worker.
- 16.2 While public holiday hours are included in the total hours outlined in sub-clauses 16.1(a) and 16.1(b) above, where an employee is rostered to work on a public holiday they are required to attend for work and undertake activities as rostered.
- 16.3 In addition to the ordinary hours specified above, employees may be required to work reasonable additional hours as provided for in this Agreement.
- 16.4 An employee may be required to work reasonable overtime for payment of overtime penalty rates with the exception of working on rostered days off (RDOs).
- 16.5 An employee may decline to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
- (a) Any risk to employee health and safety that might reasonably be expected to arise if the employee worked the additional hours;
 - (b) The employee's personal circumstances, (including any family responsibilities);
 - (c) The operational requirements of Pacific National in relation to which the employee is required or requested to work the additional hours;
 - (d) Any notice given by Pacific National of the requirement or request that the employee work the overtime;
 - (e) Any notice given by the employee of the employee's intention to refuse to work the overtime;
 - (f) Whether any of the additional hours are on a public holiday;
 - (g) The employee's hours of work over the four weeks ending immediately before the employee is required or requested to work the additional hours; and
 - (h) Any other relevant matter.
- 16.6 **Undertime**
- (a) Uvertime is the difference between the Duty Cycle threshold hours and the ordinary Hours Worked by an employee in a Duty Cycle. Uvertime is also incurred when an individual is absent without leave or where a previously rostered shift is cancelled (except as outlined in subclause (b) below). This difference is calculated excluding any hours worked to recover undertime incurred.
 - (b) Time not worked on account of approved leave will not be counted in the calculation of undertime.
 - (c) All undertime owing for an employee will be advised to that employee at least monthly.
 - (d) Uvertime 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 (Attachment 1, Section 6).

- (e) Intermodal division shall only roster an employee for extra shifts to recover undertime where there is a minimum of four (4) hours undertime owing.
Such shifts are to be posted on the Working Roster to provide notice to the affected employee.
- (f) Extra shifts which recover more than the undertime owing (ie that incur overtime) may only be rostered by agreement with the employee concerned, subject to clause 16.4.
- (g) If there are no undertime recovery shifts rostered with the posting of the Working Roster, then the employee shall consider non-rostered periods to be known periods of recreational time, unless otherwise agreed with the affected employee, and subject to Lift Up and Lay Back provisions, and other rostering provisions included in Attachment 1, Section 6.
- (h) Undertime may be recovered from within the Duty Cycle it was incurred or within three (3) duty cycles immediately following the Duty Cycle in which it was incurred. The current Duty Cycle hours will be used first before any undertime is recovered.

16.7 Duty Cycles

- (a) Thirteen (13) four (4) weekly Duty Cycles will be the basis for managing the spread of ordinary hours across the Annual Cycle. This notionally equates to each of the 13 Duty Cycles averaging 152 hours, which equals the Annual Cycle of Hours total of 1976 hours.
- (b) There are three Duty Cycle thresholds for ordinary hours. These are one hundred and sixty (160) hours, one hundred and fifty two (152) hours and one hundred and forty four (144) hours.
- (c) Duty Cycle thresholds will average 152 hours over the Annual Cycle. This means that for each placement of a 160 hour Duty Cycle threshold there will be a corresponding placement of a Duty Cycle threshold comprising 144 hours within the Annual Cycle Hours. The objective of this is to balance the number of total aggregated hours of the 13 Duty Cycles to 1976 hours, i.e. the total number of hours in the Annual Cycle Hours.
- (d) The placement of Duty Cycles, with 144, 152 or 160 hour thresholds will be determined from the rostered hours in the Master Roster and/or from likely working where blank line work is included in the roster. The Master Roster will display the appropriate Duty Cycle threshold hours for each Duty Cycle, and these will not change with the posting of the Working Roster. The objective of the placement of the 160, 152 and 144 hours Duty Cycles is to match, as closely as possible, the anticipated workload for the Duty Cycle. A Duty Cycle may only be nominated as a 160 hour Duty Cycle if the rostered hours on the Master Roster for that Duty Cycle exceed 152 hours.

16.8 Overtime

- (a) The circumstances where overtime is incurred and the penalty payment principles for each circumstance are outlined below:
 - (i) Where hours are worked in excess of the designated thresholds for a Duty Cycle, except where undertime is being recovered during a Duty Cycle. This means that overtime will only be payable when the Hours Worked, minus any Hours Worked to recover undertime, exceed the Duty Cycle threshold hours.

In this circumstance, for the first sixteen (16) overtime Hours Worked the penalty rate multiplier shall be 1.7 and then 2.0 for all hours beyond 16 hours; or
 - (ii) Subject to not double counting hours referred to in sub-clause (i), where hours are worked in excess of the annual ordinary hours of 1976, except where any additional hours are worked beyond 1976 to recover undertime

hours incurred in previous Duty Cycles.

In this circumstance, for the first sixteen (16) overtime Hours Worked the penalty rate multiplier shall be 1.7 and then 2.0 for all hours beyond 16 hours; or

- (iii) Where hours are worked on a RDO, the penalty rate multiplier shall be 1.7 for all Hours Worked on an RDO.

In this circumstance, all Hours Worked on an RDO will be excluded from the overtime hours calculated in accordance with sub-clauses (i) and (ii) above for the purpose of calculating the appropriate penalty rate multiplier applied.

- (b) 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 or the Annual Cycle Hours.
- (c) All overtime penalties are applied to the base rate of pay.

17. General Rostering Provisions

- 17.1 Pacific National will develop and modify rosters consistent with operational requirements.
- 17.2 Rosters may be developed to include Forecast Working, Blank Line Working or both.
- 17.3 In developing Rosters, Pacific National must take into account the following:
 - (a) Family, social and work commitments;
 - (b) Occupational Health and Safety and specifically Fatigue management principles;
 - (c) Maintenance of qualifications;
 - (d) Quality of work;
 - (e) Relevant conditions of employment;
 - (f) Duty of care obligations;
 - (g) Optimal staff productivity; and
 - (h) Fair working for the employees.
- 17.4 Specific roster arrangements are detailed in Attachment 1 to this Agreement.

18. Meal Breaks / Rest Breaks

- 18.1 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 18.2 below.
- 18.2 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.
- 18.3 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.

19. Remuneration

19.1 Base remuneration for each Classification level is outlined below:

Classification Level	1	3	7	9	11	12	14	17	18
Base Remuneration	\$34,968	\$38,226	\$42,820	\$45,811	\$48,650	\$50,580	\$52,506	\$56,843	\$58,938

19.2 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.

(a) **Base Remuneration**

Base remuneration for each level of the classification structure is detailed in the table provided at clause 19.1 above taking into account the adjustments provided in clause 19.5 over time.

(b) **Aggregate Penalties**

(i) Aggregate penalties are provided to compensate employees for:

- (A) working shiftwork and weekends;
- (B) annual leave loading

(ii) 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.

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

(iv) **Application of APM**

- (A) 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 sub-clause (v) below.
- (B) 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.
- (C) 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 individual's Master Roster.
- (D) 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.

(v) **Calculating APM**

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

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

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

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

To calculate the APM use the following:

Part A

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

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

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

Part B

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

- (vi) 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.

(c) **Aggregate Allowance**

- (i) Aggregate allowances are intended to cover all allowance applicable to roles, unless specifically provided for elsewhere in this Agreement.
- (ii) Aggregate Allowances are calculated as a percentage of the rate \$39,291 which will be adjusted by this and future remuneration increases. For Locomotive Driver roles, the allowance is 9.5% of this rate (i.e., \$3,732.64 per annum).

19.3 Remote Locality Allowance

Employees permanently based at Alice Springs, Broken Hill and Kalgoorlie will be paid a remote locality allowance as prescribed by the Federal Government and Gazetted from time to time.

19.4 Wage/Salary Payments

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

Where stand alone payments are due (e.g., for barracks detention in excess of 16 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 16.8(a)(i) and 16.8(a)(ii) will be paid in the pay period following the Duty Cycle.

- (b) 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.
- (c) 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.

19.5 Remuneration Increases

The base remuneration outlined in the tables in sub-clauses 19.1 and the rate outlined in sub-clause 19.2(c) will be increased in the following manner:

Operative Date	Percentage Increase
From the beginning of the first Duty Cycle on or after lodgement	4%
From the beginning of the first Duty Cycle on or after 1 July 2007	5%
From the beginning of the first Duty Cycle on or after 1 July 2008	5%

20. Stand Down

- 20.1 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.
- 20.2 The employee, and if the employee so chooses, a representative which can include the Union, must receive written notice outlining the date on which the stand down is to commence, the reasons for the stand down and the expected duration of the stand down. This advice is to be provided at least two days prior to the stand down commencing.
- 20.3 As soon as practicable, and prior to the stand down commencing, Pacific National will consult with the affected employees, and if the employee(s) so chooses, their representative, which may include their union, about the reason for the stand down, the identity of the employees affected and the likely duration of the stand down. In this regard, the performance of such useful work as training and re-accreditations and any other work shall be discussed.
- 20.4 Employees who are stood down under this provision shall be treated for all purposes (other than payment) as having continuity of employment.
- 20.5 Any employee stood down in accordance with this clause may, at any time during the stand down, terminate their employment without notice and shall be entitled to receive, as soon as possible, any payments to which they are entitled up to the time of the termination.
- 20.6 Any employee who terminates their employment in accordance with subclause 20.5 above, shall for all purposes (other than payment in lieu of notice) be treated as if their employment had been terminated without default of the employee.
- 20.7 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, it shall be a reasonable excuse

for not reporting for duty after being notified to attend for work by Pacific National that the employee has to work out a period of notice with the employer.

- 20.8 An employee who is stood down in accordance with this clause may elect to take leave or other time owed by Pacific National.
- 20.9 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.

21. Salary Sacrifice

- 21.1 Salary sacrifice is available for employee contributions into a superannuation fund of their choice (subject to the rules of the fund to which the contribution is to be made) and also for salary continuance insurance.
- 21.2 Pacific National places no limitation on the quantum of pre-taxable wage or salary that an employee may elect to salary sacrifice under this Clause. The employee making the salary sacrifice is accountable for ensuring that they comply with any requirements imposed by the Australian Taxation Office or any relevant legislation.
- 21.3 The employee will bear the cost of any tax or surcharge resulting from contributions under this Clause. Pacific National will not pay additional employer superannuation contributions as a result of a decision of an employee to make an election under this Clause.
- 21.4 Pacific National will not be liable:
- (a) If the law or the view of the Australian Taxation Office in relation to salary sacrifice changes;
 - (b) For financial advice to employees in relation to salary sacrifice arrangements; and
 - (c) For any costs or losses associated with salary sacrifice arrangements.

22. Superannuation

- 22.1 For employees who were employed by FreightCorp immediately prior to the commencement of their employment with Pacific National:
- (a) Pacific National shall continue to be a participating member of the following funds:
 - (i) State Authorities Superannuation Scheme;
 - (ii) First State Super;
 - (iii) State Superannuation Scheme; or
 - (iv) State Authorities Non Compulsory Superannuation Scheme.
- 22.2 For all other employees, Pacific National will continue to be a participating member of AustralianSuper (previously known as Superannuation Trust of Australia (STA)). Pacific National will provide superannuation benefits as required by law by making payments to AustralianSuper or to another complying fund nominated by the employee.

23. Uniforms, Protective Clothing and Equipment

- 23.1 Pacific National will provide employees in operational positions with uniforms, and where required, protective clothing or equipment.
- 23.2 Where a uniform, protective clothing or equipment is provided, it must be correctly worn and utilised while the employee is on duty.
- 23.3 Employees will take reasonable care of uniforms, protective clothing and equipment which will remain, at all times the property of Pacific National. Worn or defective items

of uniform, protective clothing or equipment must be reported to the applicable supervising office.

- 23.4 Pacific National will replace uniforms, protective clothing and equipment on a “fair wear and tear” basis.
- 23.5 If Pacific National intends to make significant changes to uniforms and/or protective clothing and equipment, it will undertake consultation in accordance with the provisions outlined in clause 30 of this Agreement.

24. Disciplinary measures

- 24.1 Disciplinary measures are implemented within the context of an overall performance management approach. Employees will at all times be accorded procedural fairness.
- 24.2 Before implementing disciplinary measures, Pacific National will:
- (a) Gather and analyse any material relevant to the performance issue subject to the disciplinary measures;
 - (b) Advise the employee of the allegation(s) of inappropriate performance or behaviour; and
 - (c) Provide the employee with an opportunity to respond to any allegation(s).
- 24.3 In implementing disciplinary action, Pacific National may:
- (a) issue a verbal or written caution, warning or reprimand; and/or
 - (b) impose a temporary reduction in position or classification level and/or pay (for a period of up to twelve months). 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; and/or
 - (c) Suspend an employee from duty without pay; or
 - (d) Dismiss an employee.
- 24.4 Employees involved in an operational incident or serious misconduct may be suspended from duty with pay or may be assigned alternate duties within their skills, competency and training until the matter has been investigated and a decision has been made about returning to normal work or implementing disciplinary action or both.
- 24.5 Any employee who has a grievance in relation to the application of this clause shall follow the Dispute Procedure process outlined in clause 31 of this Agreement.

25. Termination of Employment

- 25.1 Pacific National will not terminate an employee’s employment (other than a probationary, fixed term or a casual employee) unless:
- (a) the employee has been given the period of notice required by this clause; or
 - (b) the employee is guilty of serious misconduct.
- 25.2 The required period of notice will be:

Employee’s continuous service with Pacific National	Period of Notice
1 year or less	1 week
More than 1 year and up to 3 years	2 weeks
More than 3 years and up to 5 years	3 weeks
More than 5 years	4 weeks
Where an employee is over 45 years of age, a further 1 week’s notice will be provided.	

- 25.3 Upon termination of employment an employee must return all Pacific National property. Subject to clause 36, employees may also be required to reimburse Pacific National any monies payable under the terms of any training bond or agreement entered into.
- 25.4 Employees are required to provide Pacific National with written notice of their intention to resign or leave their employment. The amount of notice required to be given by an employee shall be the same as that required of Pacific National, except that there is no additional notice based on the age of the employee concerned.
- 25.5 The requirement for notice under clause 25.4 may be waived, in total or in part, by Pacific National where there are extenuating circumstances. This requirement will not be waived where the reason for terminating employment is to commence employment elsewhere.
- 25.6 Payment in lieu of notice will be made if the appropriate notice period is not given. Pacific National may require all or part of the period of notice to be worked out with any remainder to be paid out.
- 25.7 Where payment in lieu of notice is made, payment will be made at the rate the employee would have received if they had worked out the notice period.

26. Abandonment of Employment

- 26.1 Where an employee is absent from duty without authorisation or without giving proper notice for a continuous period of more than five rostered days, the employee will be regarded, prima-facie, as having abandoned their employment with Pacific National.
- 26.2 Prior to confirming that an employee's employment has been terminated under this provision, Pacific National will write to the employee's last known address. In the correspondence, Pacific National will outline that it will consider the employee's employment terminated unless the employee provides a satisfactory explanation for their absences within five working days of the date of the letter.
- 26.3 Pacific National will confirm that the employee's employment has terminated with effect from the date of the last attendance at work or the date of the last day's absence with respect to any approved leave or the date of the last absence in respect of which notification was given by the employee.

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 employment for the employee. A redundancy is not triggered by the ordinary and customary turnover of labour, eg, where an employee resigns or is dismissed and a subsequent decision is made that the position is no longer required and will not be filled.
- 27.2 Where Pacific National decides that it no longer requires the position an employee has been doing to be done by anyone, Pacific National:
- (a) Shall undertake consultation, as outlined in clause 30 of this Agreement;
 - (b) Shall explore opportunities for suitable alternative employment;
 - (c) May call for expressions of interest in suitable alternative employment and/or voluntary redundancy, where appropriate, from other employees.
 - (d) Notwithstanding that it might call for expressions of interest or explore options for suitable alternative employment or for voluntary redundancy, Pacific National has the right to accept or reject expressions of interest from individual employees. Any expression of interest from an employee for voluntary redundancy will be used as one of the elements considered and assessed in conjunction with the broader selection criteria outlined in subclause 27.3 below; and
 - (e) May 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 sub-clause 27.3 below.

- 27.3 Where it is necessary to apply redundancies to a number of employees within a larger group, selections will be made by Pacific National having regard to the following selection criteria:
- (a) Pacific National's need for competencies;
 - (b) Employee qualifications;
 - (c) Employee past work performance and experience;
 - (d) An employee's suitability for Pacific National's future needs; and
 - (e) Any expression of interest for voluntary redundancy.
- 27.4 Severance payments are payable upon termination on account of redundancy and are in addition to:
- (a) notice or payment in lieu of notice; and
 - (b) payment for any accrued but untaken leave or days in lieu which are payable on termination.
- 27.5 Severance payments shall be calculated on the employee's base remuneration at the time of termination and shall be paid on a pro rata basis for part years of service, calculated to the day.

The rate of payment is four week's pay per year of service up to a maximum of eighty weeks, calculated on the base remuneration. To avoid doubt, an employee's prior service includes any previous continuous service with FreightCorp or National Rail Corporation. With respect to previous continuous service with FreightCorp, this includes prior continuous service with NSW Government Agencies.

28. Leave

28.1 Annual leave

- (a) Annual leave is accrued for each completed four (4) week period of continuous service.
- (b) A Shiftworker will receive an annual entitlement of five (5) calendar weeks (190 hours) of annual leave.
- (c) A Dayworker will receive an annual entitlement of four (4) calendar weeks (152 hours) of annual leave.
- (d) Annual leave loading is included in the aggregate penalty payment.
- (e) Annual leave is normally rostered and taken in blocks of one (1) or more calendar weeks. Employees may request to take leave in less than one (1) week blocks. Any such request is subject to approval by Pacific National.
- (f) When annual leave is taken in blocks of (1) or more calendar weeks by an employee, the deduction of hours from the employee's accrual of annual leave will be thirty eight (38) hours for each block of seven (7) days.
- (g) Where single day annual leave is approved, leave will be debited at rostered hours for Forecast Working, and debited at 7.6 hours for Blank Line Working.
- (h) Where a public holiday falls during a period of annual leave, Pacific National will credit the employee with an additional day of annual leave. (i.e., 7.6 hours).
- (i) Leave should be taken in the year following its accrual. Pacific National will develop rosters for this to happen. Employees must take leave in accordance with leave rosters.

Employees may, subject to approval by Pacific National, exchange rostered blocks of annual leave with other employees in an equivalent position. Exchanges must not create operational constraints and must be cost neutral to

Pacific National. Subject to these conditions, Pacific National will not unreasonably withhold approval.

- (j) Where an employee believes that special circumstances exist, they may apply to their manager to defer the taking of their annual leave for up to twelve (12) months. Applications to defer annual leave should be made prior to the posting of the annual leave roster and approval by Pacific National is subject to the operational needs of the business.
- (k) Subject to sub-clause (e) above, the entitlement to annual leave accrues from year to year.
- (l) Payment of accrued leave upon termination of employment will be made at the Aggregate Remuneration rate.
- (m) Payment for annual leave will be made at the Aggregate Remuneration. Because the Aggregate Penalty Multiplier (APM) detailed in clause 19.2 of this Agreement is discounted to account for one hundred and ninety (190) hours of annual leave, an employee will receive the same aggregate penalty payments when taking their annual leave as they would had they attended for duty.

28.2 Public Holidays

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

- (b) **Provisions for Dayworkers**

- (i) Dayworkers shall be entitled to the following public holidays off work without loss of pay:

New Year's Day; Good Friday; Easter Monday; Christmas Day; Boxing Day; Australia Day; Anzac Day; Queen's Birthday and Eight Hours' Day (Labour Day); and one (1) other day prescribed by the relevant State or Territory, eg. Melbourne Cup Day in Victoria; Adelaide Cup Day in South Australia; a day in lieu of the Bank Holiday to be applied on 31 December in NSW.

- (ii) **Substitution**

- (A) 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.
 - (B) Where Anzac Day; Australia Day; or New Years Day fall on a Saturday or Sunday then the Monday following that Saturday or Sunday shall be substituted as the public holiday.
 - (C) Where the holiday specified for 31 December in NSW falls on a weekend, then the previous Friday shall be substituted as the public holiday.

- (iii) **Payment for Working on a Public Holiday**

- (A) Where a Dayworker is rostered to work on a public holiday and actually works, they shall receive their normal pay plus either:
 - (1) an additional payment at the rate of 150% of their normal base hourly rate for all hours worked on the public holiday; or
 - (2) a day off in lieu (DIL), where approved by Pacific National plus an additional payment at the rate of 50% of their normal base hourly rate for all hours worked on the public holiday. The 50% additional payment is made in the pay fortnight when the public holiday occurred. Any DIL that is not cleared by 30 June each year will be paid out at ordinary rates.

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

(c) **Provisions for Shiftworkers**

- (i) Shiftworkers have compensation included in their Annual Cycle Hours for the following public holidays :

New Year's Day; Good Friday; Easter Saturday; Easter Monday; Christmas Day; Boxing Day; Australia Day; Anzac Day; Queen's Birthday and Eight Hours' Day (Labour Day); and one (1) other day prescribed by the relevant State or Territory, eg. Melbourne Cup Day in Victoria; Adelaide Cup Day in South Australia; and a day in lieu of the Bank Holiday to be applied on 31 December in NSW.

- (ii) **Substitution**

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

- (iii) **Payment for Working on a Public Holiday**

- (A) Where a Shiftworker is rostered to work on a public holiday and actually works, they shall receive their normal pay plus either:
 - (1) an additional payment at the rate of 150% of their normal base hourly rate for all hours worked on the public holiday; or
 - (2) where specifically approved by Pacific National, a day off in lieu (DIL) plus an additional payment at the rate of 50% of their normal base hourly rate for all hours worked on the public holiday. The 50% additional payment is made in the pay fortnight when the public holiday occurred. Any DIL that is not cleared by 30 June each year will be paid out at ordinary rates.
- (B) Where a Shiftworker is not rostered to work on a public holiday but is required to work by Pacific National, all hours worked will stand alone from the Duty Cycle hours or Annual Cycle Hours and will be paid at normal overtime rates, as prescribed in this Agreement.

- (iv) **An Employee Takes a Rostered Day Off (RDO) on a Public Holiday**

Where a rostered day off falls on a public holiday, the employee shall receive a credit of seven point six (7.6) hours to their Annual Cycle Hours, in addition to the rostered day off.

28.3 Long Service Leave

- (a) Subject to subclause 28.3(i) 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.
- (b) Subject to subclause 28.3(i) 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.
- (c) 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 hours long service leave to be taken for recreational purposes.
- (d) In the event of a termination of employment for reason of sickness or injury but

not for reason of misconduct or disciplinary action, any pro rata long service leave for service at or in excess of five (5) years service only will be paid out. For terminations in other circumstances, an employee may make application for payment of pro rata long service leave to the Group General Manager, Intermodal Division who will consider the application on its merits. Where an application for payment of pro rata long service leave is declined, the employee may notify a dispute in accordance with clause 31 of this Agreement.

- (e) Employees will apply for long service leave or Pacific National will roster long service leave on the bases of the number of calendar days to be taken. Applications to take long service leave must be made at least three (3) months prior to the expected commencement date for approval by the relevant manager. Subject to mutual agreement between an employee and their manager, this period of notice may be reduced.

Pacific National will not unreasonably withhold approval of long service leave. Where more than one application to take long service leave is received at a location for the same time period, consideration and approval will be treated on a "first in first served" basis, where operational difficulties do not provide for all employees to take leave at the same time.

- (f) Long service leave will be paid at base remuneration.
- (g) Other than as provided for in this Agreement and for the avoidance of doubt, this clause 28.3 shall operate to the total exclusion of any other State or Territory legislation or provision of an industrial instrument purporting to deal with an employee's entitlement, accrual or process to long service leave.
- (h) **Special provisions for some former National Rail employees**

These provisions relate to employees who were former National Rail employees and who were employed by Pacific National (ACT) Ltd as at 27 February, 2004 and who have had continuous service with Pacific National since that date. For these employees the long service leave outlined in clause 28.3(a) and 28.3(b) will be paid at the Aggregate Remuneration rate.

- (i) **Special provisions for some former FreightCorp employees**

These provisions relate to employees who were employed by FreightCorp as at 21 February, 2002 and who have had continuous service since that date with Pacific National. These employees have the following entitlement to long service leave in place of the provisions outlined in clause 28.3(a) and 28.3(b) 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 public holidays, 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 Base Remuneration.

28.4 Personal / Carer's Leave (previously Sick Leave)

General Provisions

- (a) Employees have a defined entitlement to paid Personal / Carer's leave in circumstances where they cannot attend for work, as rostered, due to genuine personal illness or injury.
- (b) The quantum of Personal / Carer's leave entitlement for a permanent full time employee is one hundred and fourteen (114) hours per annum, which is credited to the employee at the rate of nine and a half (9.5) hours per calendar month worked. Any untaken leave will accumulate from year to year, without limit.
- (c) All payments for Personal / Carer's leave will be based on the following:

- (i) Aggregate Remuneration for up to seventy six (76) hours per annum.
 - (ii) Aggregate Remuneration for continuous blocks of Personal / Carer's leave of seventy six (76) hours or more.
 - (iii) Base remuneration only for any other Personal / Carer's leave.
- (d) Each shift in respect of which Personal / Carer's leave has been approved will be deducted from the Duty Cycle at either:
- (i) seven point six (7.6) hours per shift, in which case 7.6 hours will be deducted from the employee's personal carer's leave accrual, and undertime will be incurred for the difference between the rostered hours and the 7.6 hours deducted; or
 - (ii) Rostered hours, in which case the rostered hours will be deducted from the employee's personal carer's leave accrual, but undertime will not be incurred.

The employee concerned will advise his/her supervisor at the time of taking the leave as to which option shall be applied.

- (e) Where an employee has been acting in a classification level higher than their appointed classification level for a period of six (6) months or more within a twelve (12) month period, Personal / Carer's leave payment will be calculated at the higher rate.

(f) **Accessing Personal / Carer's leave for Family Care**

Employees may access up to seventy six (76) hours of their Personal / Carer's leave each calendar year in order to provide short term assistance to ill members of their immediate family, where the family member requires their direct support and/or care. The immediate family includes the employee's spouse, as well as the child, parent grandparent, grandchild or sibling of the employee or their spouse.

(g) **Employee to provide notice of absence**

Employees are expected to report all Personal / Carer's leave absences to their manager / supervisor prior to the commencement of their shift, and where this is not possible, as early as is reasonably practicable.

(h) **Medical Certificates**

- (i) Where Personal / Carer's leave:
 - (A) Exceeds three (3) working days; or
 - (B) Is taken on any public holiday on which the employee was rostered for work;

A medical certificate from a registered health practitioner will be provided where it is reasonably practicable to do so. If it is not reasonably practicable for the employee to provide a medical certificate, a statutory declaration made by the employee will be provided.

- (ii) If a manager doubts whether absences are due to genuine illness or injury, employees may be required to provide medical certificates for every Personal / Carer's leave absence for a defined period of up to twelve (12) months.
- (iii) If the employee does not return to work after the expiry date of a medical certificate, another medical certificate is required.

(i) **Sickness whilst on Annual or Long Service Leave**

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

- (A) Where the illness extends more than seven calendar days; and
- (B) The employee has contacted their manager / supervisor within three (3) days of becoming sick and;
- (C) The illness is supported by a medical certificate.

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

(j) Medical examinations in respect of Personal / Carer's leave

If considered necessary by Pacific National, an employee will be required to attend a medical examination by a medical practitioner nominated by Pacific National, in respect of the illness or injury. Pacific National will meet the cost of the consultation and any approved travelling costs.

(k) Sick Leave Pending Worker's Compensation

Employees may access accumulated Personal / Carer's leave whilst a claim for worker's compensation is being considered. Where the claim for worker's compensation is accepted, any Personal / Carer's leave hours will be re-credited.

(l) Medical Retirement

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.

Where medical retirement is progressed, employees take their accumulated Personal / Carer's leave entitlement before the medical retirement takes effect. Personal / Carer's leave does not accrue from the date the medical retirement is approved. This provision does not apply to employee on worker's compensation, as they are not entitled to take accumulated Personal / Carer's leave before medical retirement.

28.5 Unpaid Carer's Leave

- (a) The entitlement to unpaid carer's leave will be in accordance with The Standard.
- (b) An employee (including a casual 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:
 - (i) A personal illness, or injury, of the member; or
 - (ii) An unexpected emergency affecting the member.
- (c) 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 employer.
- (d) An employee is only entitled to unpaid carer's leave if the appropriate documentation and notice is provided as outlined in The Standard.
- (e) Unpaid Carer's Leave is only available when an employee has exhausted their entitlement to paid carer's leave or, as with a casual employee, has no entitlement to paid carer's leave.
- (f) Notice of the taking of unpaid carer's leave is expected to be given to Pacific National prior to the commencement of the employee's shift, but where this is not possible, as early as is reasonably practicable to do so.
- (g) 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. If it is not reasonably practicable for the employee to provide a medical certificate, a statutory

declaration made by the employee will be provided 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:

- (i) A personal illness, or injury of the member; or
- (ii) An unexpected emergency affecting the member.

28.6 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 two (2) days paid trauma leave to attend compulsory medical or other counselling. The employee will be given a choice of approved practitioners and /or counsellors. Trauma leave will be paid at Aggregate Remuneration.

28.7 Compassionate Leave

- (a) Compassionate leave, as described in The Standard, means paid leave taken by an employee:
 - (i) For the purposes of spending time with a person who:
 - (A) Is a member of the employee's immediate family or a member of the employee's household; and
 - (B) Has a personal illness, or injury, that poses a serious threat to his or her life; or
 - (ii) After the death of a member of the employee's immediate family or a member of the employee's household.
- (b) Paid leave of two (2) calendar days will be provided to allow an employee for each permissible occasion, as prescribed in The Standard, when a member of the employee's immediate family (as defined in The Standard) or a member of the employee's household;
 - (i) Contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) Sustains a personal injury that poses a serious threat to his / her life; or
 - (iii) Dies.
- (c) A family member is defined as:
 - (i) A spouse or de facto spouse or partner or former spouse;
 - (ii) A child, including a foster, step or adopted children of either the employee or their spouse;
 - (iii) A parent, including foster parent or legal guardian of either the employee or their spouse;
 - (iv) A grandparent or grandchildren of either the employee or their spouse;
 - (v) Brothers and sisters of either the employee or their spouse.
- (d) When making application for compassionate leave the employee must provide notification of the death, illness or injury and their family relationship with the affected person. If a manager doubts whether absences are due to genuine illness, injury or death of a relevant family member, employees may be required to provide satisfactory evidence.
- (e) Compassionate leave is paid at Aggregate Remuneration.
- (f) Compassionate leave may be taken in a single unbroken period of two days, or two separate periods of one day each or any separate periods as agreed between the employee and employer.
- (g) An employee who is entitled to a period of compassionate leave because of a

member of the employee's immediate family or a member of the employee's household has contracted or developed a personal illness, or sustained a personal injury, is entitled to start to take the compassionate leave at any time while the illness or injury persists.

28.8 Parental Leave

- (a) The following Parental leave is provided to employees who have at least twelve (12) months continuous service:
 - (i) **Maternity Leave**
 - (A) A maximum of fifty-two (52) weeks leave. Six (6) weeks paid leave and forty-six (46) weeks unpaid leave. Where paid forms of leave, i.e. Annual leave, Long Service Leave, are taken in conjunction with Maternity Leave, the total duration of leave cannot exceed fifty-two (52) weeks.
 - (ii) **Paternity Leave**
 - (A) A maximum of fifty-two (52) weeks leave. One (1) week paid leave and fifty-one (51) weeks unpaid leave. Where paid forms of leave, i.e. Annual leave, Long Service Leave, are taken in conjunction with Paternity Leave, the total duration of leave cannot exceed fifty-two (52) weeks.
 - (B) This leave is subject to the employee providing a statutory declaration stating:
 - (1) They are taking the Paternity leave to become the primary care-giver of a child;
 - (2) Particulars of any period of Maternity leave taken by their spouse; and
 - (3) That during the period of leave being sought, they will not engage in any conduct that breaches or is inconsistent with their contract of employment with Pacific National.
 - (iii) **Adoption Leave**
 - (A) A maximum of fifty-two (52) weeks unpaid leave. Where paid forms of leave, i.e. Annual leave, Long Service Leave, are taken in conjunction with Adoption Leave, the total duration of leave cannot exceed fifty-two (52) weeks.
 - (B) This leave is subject to the employee providing a statutory declaration stating:
 - (1) They are taking the Adoption leave to become the primary care-giver of an adopted child;
 - (2) Particulars of any period of Adoption leave take by their spouse; and
 - (3) That during the period of leave being sought, they will not engage in any conduct that breaches or is inconsistent with their contract of employment with Pacific National.
- (b) Parental leave is paid at the base remuneration.
- (c) The parties acknowledge that if in a particular respect The Standard provides a more favourable outcome for employees than the entitlements in this clause, then The Standard prevails.

28.9 Leave without pay

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

28.10 Jury Service

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

28.11 Military duties and Community Services

- (a) Pacific National will provide unpaid leave for defence force reservists in accordance with its obligations outlined in the *Defence Reserve Service (Protection) Act, 2001*.
- (b) Paid leave, at the base remuneration, for emergency work as part of the SES or fire brigade may be approved, in accordance prevailing policy.

28.12 Special Leave

- (a) Special leave is paid leave which enables employees to participate in community activities, deal with public emergencies or be involved in other special situations not covered by other forms of leave provided.
- (b) Each application for leave under this provision will be assessed on its merits. Approval will be granted subject to the operational requirements of the work unit or team. Pacific National will not unreasonably withhold approval.
- (c) Special leave is paid at the base remuneration.

29. Home Base and Sign-On / Sign-Off

29.1 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.

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

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

29.4 Sign-on/sign-off points outside a Home Base

- (a) 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.
- (b) 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.
- (c) **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 (eg, 18 minutes paid at 20 minutes).

(d) Payment for use of employees own motor vehicle

Where an employee uses his/her own vehicle to travel to another sign on/sign off point, the employee shall be reimbursed for additional expense associated with any extra distance from the employee's usual residence to their usual home base (eg. usual commute 7 kilometres, commute to new sign-on/sign-off point 12 kilometres – reimbursement for 5 kilometres extra distance). In the case of a motor vehicle the cost reimbursed shall be at the rate per kilometre for their vehicle size which is specified by the Australian Taxation Office and shall include the cost of tolls.

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.

- (e)** 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.
- (f)** 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.
- (g)** This clause shall not apply to relief points.
- (h)** 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.
- (i)** 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 29.4(c) above, shall be included in an employees fatigue scoring.

30. Consultation

30.1 Preamble

For the purposes of this Agreement, consultation will be defined as follows:

- (a)** A procedure instituted to provide greater participation by employees in the formulation and implementation of changes;
- (b)** Consultation is aimed at getting employees to suggest or respond to proposals put forward by Pacific National. It provides an opportunity to share points of view or state objections.

30.2 Pacific National will consult with its employee(s) or if the employee(s) so chooses, their representative, where implementation of significant change is being considered. The consultative provisions are directed toward the development of an atmosphere of inclusion, involvement and mutual trust, particularly between Pacific National and its employees.

30.3 Consultation will take place with affected employees, or if the employee(s) so chooses, a representative, which may include a union, at two levels, being:

- (a)** at a local workplace level, where changes are not expected to have a broader

organisational impact; or

- (b) At an organisational level where changes are being proposed that will impact generally across the organisation or across a significant number of workplaces within a Division and/or function.

30.4 Scope of Consultation

- (a) Pacific National will consult with affected employees, or if the employee(s) so chooses, a representative, which may include a union, where the implementation of change will have a significant impact on the employees. Examples of changes that would fall within the scope of consultation are proposals that may result in fewer positions at a location; changes to the composition and/or size of the workforce; restructuring of positions; alteration of hours of work or rosters; the introduction of new technology; or the need for retraining or transfer of employees to other work.
- (b) This consultation must involve the employees, or if the employee(s) so chooses, a representative, which may include a union.
- (c) Pacific National will provide sufficient information about the proposed changes(s), including the proposed date of implementation of the change, to permit affected employees, or if the employee(s) so chooses, a representative, which may include a union, to consult about the nature, reasons and consequences of the proposed changes.
- (d) The consultation, contemplated by this section, is designed to ensure that wherever Pacific National is proposing to make a decision which has a significant effect on employees, the employees, or if the employee(s) so chooses, a representative, which may include a union, will be consulted about the proposal. After consultation has occurred, there may be cases where Pacific National makes a decision which will be notified to the affected employees, or if the employee(s) so chooses, a representative, which may include a union, in writing. In those circumstances, the process outlined in (e) below will apply.
- (e) Where affected employees wish to dispute a decision, they must give written notice to the manager who has made the decision in dispute. The notice must outline the decision that is disputed and the reasons for disputing the decision. A pro-forma document for this purpose is provided at Attachment 3 of this Agreement. The notice should be delivered within three days (excluding weekends and public holidays) to the manager announcing the decision upon the receipt of written notice of the decision. Following the delivery of the notice of dispute of the decision, the procedures outlined in clause 31 of this Agreement will apply.

30.5 Consultation Frameworks

- (a) The consultation contemplated by this clause will take place within two broadly defined mechanisms, viz local level consultation and organisational level consultation.
- (b) At the local or workplace level, Pacific National will undertake appropriate measures to ensure that employees, or if the employee(s) so chooses, a representative, are consulted in accordance with clause 30 above.

This will involve direct consultation with the employees, or if the employee(s) so chooses, a representative, or it may involve establishing a Local Consultative Committee (LCC) consisting of employees, or if the employee(s) so chooses, a representative, which may include a union, and local management at the workplace to work through a specific proposal.

Where employees request the establishment of a LCC and its formation is not agreed by local management, then the dispute will be addressed under the Dispute Settling Procedure.

31. Dispute Procedure

31.1 Introduction

The Consultation provisions in clause 30 of this Agreement are designed to ensure that wherever Pacific National is proposing to make a decision which has a significant affect on employees, the affected employees, or if the employee(s) so chooses, a representative, which may include a union, will be consulted about the proposal. After this consultation has occurred, there may be cases where Pacific National go on to make a decision which affected employees wish to formally dispute. In those circumstances, the following process will apply.

Additionally, the process outlined below may be followed by any employee, or if the employee(s) so chooses, a representative, which may include a union, who has a grievance related to the application of any provision in this Agreement.

31.2 The Process

Where a Notice of Dispute in relation to a decision has been given in accordance with clause 30.4(e) of this Agreement or in relation to a grievance, the following will occur:

- (a) Where the person who lodges the dispute 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 direct supervisor. This may be appropriate, even where the direct supervisor was not the Pacific National manager who made the decision which is subject of the dispute notice.

The direct supervisor 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.
- (b) If the dispute remains unresolved, or if the person who lodges the dispute elects to by-pass the step at sub-clause (a) above, it may be referred to the manager once removed and if the employee(s) affected so request, a representative for discussion.

This discussion must be concluded within 48 hours.
- (c) If the dispute remains unresolved, it may be referred to the 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.

These discussions must be completed within 48 hours.
- (d) If the dispute 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. The parties may agree, at this point, to utilise mediation to resolve the dispute.
- (e) 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 AIRC for the purpose of conciliation of the dispute. The conciliation must occur as soon as reasonably practicable.

After the conciliation has occurred this process is complete. Where a dispute is escalated to the point of involvement of either an independent mediator or the AIRC in conciliation, the parties acknowledge the significance of this point being reached. Therefore, any recommendation made by the independent mediator or AIRC in an attempt to assist the parties to resolve the dispute will be treated as highly influential.

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

- 31.3 Any of the steps in the process may be removed where both parties agree. Likewise, the parties may agree to extend the timeframes within which each of the steps are to

be completed.

- 31.4 Employees may be represented at any stage in the process by a representative of their choosing which representative may include a union, if the employee(s) so request.

31.5 Nature of work whilst procedure being followed:

- (a) Where the Notice of Dispute, referred to in clause 30.4(e), is received by Pacific National within three days (excluding weekends and public holidays) from the date of the notification of the decision, then whilst the above procedures are being followed work shall continue in the manner it was being performed immediately before the decision, subject of the dispute, was made.
- (b) Where a change, having significant impact on employees has been implemented and the consultation procedures outlined in clause 30 of this Agreement have not been followed, work shall continue as it was prior to any changes being made while the Resolution of Disputes Procedure is being followed.
- (c) In circumstances where a Notice of Dispute, referred to in Clause 30.4(e) is not received within three days (excluding weekends and public holidays) from the date of the notification of the decision, then work shall continue as directed by Pacific National.

32. Representatives

- 32.1 The representative may represent and speak on behalf of employees in the workplace where such employee(s) request. The workplace representative shall be permitted to perform their representative role without discrimination.
- 32.2 Subject to operational and business requirements, where a representative has been requested by affected employee(s) to represent their interests, such representatives shall have reasonable time during working hours to:
- (a) Consult with the employee(s) they represent about this Agreement and any matters pertaining to the employee / employer relationship;
 - (b) Without limiting the generality of 32.2(a) above, represent an employee's interests where they are involved in a termination, disciplinary action, and/or performance management processes.
- 32.3 Representatives must notify their manager prior to undertaking the tasks outlined above and they must not hinder or obstruct employees who are performing their work.
- 32.4 For the purposes of facilitating the role of representatives under this clause and this Agreement, Pacific National shall allow representatives reasonable access to telephone facsimile, photocopying and email services, where they are available, and subject to company policy (which shall not impose unreasonable restriction on the operation of this subclause).

33. Transfer of Existing Employees

- 33.1 Pacific National proposals that may require employees to relocate will be subject to the consultative provisions outlined in clause 30 of this Agreement. Any final decision regarding individual employee relocation will be made on assessment of the individual's circumstances with regard to reasonableness.
- 33.2 Where a transfer instigated by Pacific National required the employee to relocate their residence, Pacific National will meet reasonable relocation expenses.
- 33.3 Based on individual circumstances, the following expenses may be met:
- (a) **Housing expenses**
 - (i) Costs associated with selling a residence at the "old" location, including Agent's commission, legal expenses, stamp duty and Bank charges.
 - (ii) Costs associated with the purchase or construction of a new residence at

the "new" location, where that residence will be the usual place of residence, such as legal expenses, stamp duty, bank charges, connection of utilities and mortgage insurance (one-off payment).

- (b) **Removal expenses**, including removalist's fees, insurance charges and temporary storage (up to twelve months).
- (c) **Travel expenses**, including:
 - (i) 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
 - (ii) Actual travel costs, to the limit of economy class airfares for the employee and family during the actual relocation.

33.4 Resettlement Allowance

- (a) 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:
- (b) 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
- (c) Employees without dependants may be reimbursed up to the value of three weeks pay, calculated on their base remuneration.

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

33.6 The provisions in this clause operate to exclude all Protected Award Conditions in the Relevant Awards with respect to expenses / allowances incurred in the course of employment.

34. Temporary Transfer

34.1 Where required by the business, employees may be temporarily transferred to a different home base for a period of time. Temporary transfers will be used to support commercial activities affected by variable demand and traffic volumes and/or temporary staff shortages.

34.2 A temporary transfer under this clause may involve a temporary transfer to a different operational area within Pacific National's business (see clause 8.4)

34.3 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 not be temporarily transferred away from their home base for a period of 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.

34.4 Pacific National will provide the means of travelling to and from the temporary location if required. Reasonable time allowances for travelling to and from all locations where motor vehicles are utilised, will apply. Employees will be paid travelling time on a stand alone basis, which means that the time will not be deducted from the Annual Cycle Hours. Employees who are temporarily transferred may be authorised to use their own vehicles to travel to and from the temporary location.

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

34.6 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 one hundred and twenty dollars and ten cents (\$120.10) for each full day away from their home base. The payment of expenses is on the following basis:

- (a) This daily rate is made up fifteen dollars and fifty cents (\$15.50) for each breakfast and each lunch, twenty two dollars and ninety cents (\$22.90) for each dinner and sixty six dollars and twenty cents (\$66.20) for each bed.
- (b) No allowance for breakfast, lunch, dinner or bed, as the case may be, shall be granted to an employee unless they commence travelling from their home base earlier than the time specified in the table below and return to their home base after the time specified in the table below:

Payment for :	If departure before	If return after
Breakfast	0700 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.

- (c) Expenses shall be adjusted by a formula that applies the Consumer Price Index (CPI) (weighted average of eight (8) capital cities) for the bed component and by the Meals Out and Take Away Food component of the CPI for the meals components. This adjustment shall be made annually in the first full pay period following the release of CPI data for the September quarter each year.
 - (d) Where actual costs 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 expense shall not be payable.
 - (e) Employees shall have the option of accepting accommodation arranged by Pacific National or arranging their own accommodation. Where accommodation is arranged by Pacific National, such accommodation shall be of no less than three star rating.
- 34.7 Where train crew employees are temporarily transferred to a location, that location becomes their temporary home base for rostering purposes. This means that any shift involving work to a Barracks (or foreign) Location will incur the barracks meals allowances. Where this is the case the provisions of sub-clause 34.5 above will not apply from the sign on for the shift until the sign off at the temporary location. This is to avoid double payments of the meal expense component.

The provisions in this clause operate to exclude all Protected Award Conditions in the Relevant Awards with respect to expenses / allowances incurred in the course of employment.

35. Health Assessments

- 35.1 Where, through the operation of the National Standard for Health Assessment of Rail Safety Workers ("National Standard") an employee is required to undertake a Health Assessment, Pacific National will pay cost of the medical assessment up to the "Determination", including the medical assessment itself, a stress ECG, if required, and/or other referred test(s).
- 35.2 The Determination occurs when a qualified health professional, in satisfaction of the National Standard, has determined that the employee is either:
- (a) Fit for Duty;

- (b) Fit for Duty subject to Review;
 - (c) Fit for Duty subject to Job Modification;
 - (d) Temporarily Unfit for Duty Subject to Review; or
 - (e) Permanently Unfit for Duty.
- 35.3 If further tests are required following the Determination, Pacific National will only be liable to cover the costs of such tests where it is identified that there was no basis for this referral – i.e., there is no apparent underlying condition that should have prompted such referral.

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 their 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.

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

- (a) reimburse the employee for the medical costs incurred as a result of the referral; and
 - (b) re-credit any sick leave that has been used as a result of being unable to perform their duties as a result of the referral.
- 35.4 The above provisions do not exclude any obligations arising under the applicable Worker's Compensation legislation.

35.5 Payment for Pathology Blood Testing

- (a) 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.
- (b) 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.
- (c) Where an employee is required to take the blood test outside of their normal rostered time, the employee shall be entitled to a \$65 allowance and have two hours credited to their Annual Cycle Hours.
- (d) Employees who are required to attend medical assessments shall be advised at least eight (8) weeks in advance of the date of their medical assessment. Employees shall also be advised at the time they must have their blood test done no more than four weeks prior to the medical assessment. If this notice is not given, the employee shall be paid an additional allowance of \$65.

36. Training and Development Bonds

- 36.1 Pacific National may engage employees on the condition that they may be required to repay the costs of any training and development they have received if the employee terminates their employment within three (3) years of their engagement, subject to the following sub-clauses.
- 36.2 No debt will be incurred:
- (a) Unless the employee is confirmed in their employment following completion of the probationary period; or
 - (b) If the employee is terminated by Pacific National for other than misconduct or discipline.
- 36.3 Pacific National may, at its discretion while acting reasonably and having regard for the

personal circumstances of the employee, waive part or all of any debt incurred by an employee.

- 36.4 If an employee believes Pacific National has been unduly harsh in the application of this provision, they can notify a dispute in accordance with the Dispute Procedure outlined in clause 31.
- 36.5 Any liability incurred shall be on account of training provided, i.e. units of competency assessed and certificates of attainment and/or qualifications being provided.
- 36.6 A repayment of any debt incurred under this provision will not be payable on account of an employee moving from one Pacific National employing entity to another.

37. Salary Maintenance

37.1 Existing Employees on Salary Maintenance

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.

37.2 Existing Employees who go onto Salary maintenance during the life of this Agreement:

Where an existing employee is redeployed or reclassified to another position with a lower combined base remuneration and aggregate allowance, that employee shall receive salary maintenance on the following basis:

- (a) 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.
- (b) If the employee is promoted during the life of this Agreement, they will be salary maintained on that combined base remuneration and aggregate allowance for a period of 12 months (and receive the annual remuneration increases prescribed in clause 19.5) before reverting to being salary maintained at the level in 37.2(a) above.

"Existing Employee" means an employee who was employed by Pacific National prior to the commencement of operation of this Agreement.

37.3 New Employees engaged after commencement of this Agreement:

Where such an employee is redeployed or reclassified to another position with a lower combined base remuneration and aggregate allowance, that employee shall receive salary maintenance on the following basis:

- (a) The employee will receive the combined base remuneration and aggregate allowance applicable to their former position for a period of twelve months (and receive the increases prescribed in clause 19.5 during this period.

At the conclusion of the twelve month period, the employee will revert to and be paid the applicable base remuneration and aggregate allowance, if applicable, for the position they are actually occupying.

37.4 Reasonable Alternative Offers

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.

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.

ATTACHMENT 1 – ROSTERING GUIDELINES

1. Rosters

1.1 Master Rosters

- (a) A Master Roster shall be exhibited primarily for the purpose of indicating rostered days off (RDOs) and any known or Forecast Work.
- (b) The Master Roster may include Forecast Working and Blank Line Working or combinations of both.
- (c) Pacific National will maximise the amount of Forecast Working, where business and operational requirements make it practical to do so.
- (d) The Master Roster will indicate those periods which may be used to recover undertime. The purpose is to provide an indication to drivers that they could be rostered to work during periods other than RDOs if undertime recovery is required.
- (e) Where a change to a Master Roster is proposed, consultation as outlined in Clause 30 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.
- (f) 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.
- (g) Where a variation to a Master Roster is proposed which does not impact on an RDO, but is only:
 - (i) A variation to the existing rostered working; or
 - (ii) To place additional RDOs;

Then such change will not constitute one of the 4 Master Roster changes.

1.2 Working Rosters

Where variations to any forecast work shown on a Master Roster not impacting on RDOs, are required, a Working Roster is developed.

Working Rosters must be posted weekly, at least 9 days in advance of the Sunday on which the roster is to commence.

2. RDOs

- 2.1 There will be a minimum of 104 designated RDOs per annum averaged over the annual hours of the work cycle inclusive of periods of leave.
- 2.2 Rostered days off can only be altered via a Master Roster change, unless by agreement of the employee concerned.
- 2.3 Single rostered days off should be avoided wherever possible in favour of grouping of such days off.
- 2.4 All single RDOs will be a minimum of 36 hours in duration from sign off from the previous shift or 30 hours from midnight.
- 2.5 For Multiple designated RDOs
 - (a) 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.

- (b) 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.

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.

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.

- (c) 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.
- (d) Where a commencement time for an RDO is not identified on the Master Roster it will be deemed to commence at midnight.

2.6 Subject to the agreement of the employee, a Lift Up of sign on time may infringe an RDO. Where a Lift Up infringes an RDO, the following will apply:

- (a) All time worked from the adjusted sign-on time will count as time worked, with hours credited to their Duty Cycle; and
- (b) 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 Weekends Off Duty:

- (a) 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.
- (b) 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.
- (c) 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.

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.

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.

- (d) 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.
- (e) 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:
- (a) 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);
 - (b) Alternative or new work may be provided, where possible; and
 - (c) 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 annual hours of work cycle.
- 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.

4. Shift Lengths

4.1 Maximum shift lengths

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

Crew Arrangement	Maximum Shift Length
Driver Only Mainline	9 Hours
Driver Only Terminal	9 Hours
Two Person Operation <i>Driver with 2nd person a who is not a trainee or not a qualified driver</i>	9 Hours
Two Person Operation <i>Driver with a trainee driver (level 7) from the driver stream</i>	10 Hours ¹ 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.
Two Person Operation <i>Driver with a second person who is a Driver Trainee Level 9</i>	11 hours Actual shifts may be worked up to 12 hours to complete assigned tasks due to unavoidable necessities

<p>Two Person Operation</p> <p><i>Driver with 2nd person who is a qualified driver</i></p> <p>Note : 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>12 Hours ²</p> <p>2. Where rostered shifts beyond 11 hours are proposed, they will be subject to the provisions outlined in sub-clause (b) 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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- (b) 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:

- (i) the corridor concerned;
- (ii) the robustness of the timetabled shift; and
- (iii) the availability of suitable relief

The existing twelve (12) hour shifts arrangements in place on corridors prior to the lodgement of this Agreement will continue to operate.

- (c) The rostering and management of 12 hour shifts is to be guided by the following:

- (i) No more than four consecutive 12 hour shifts in any one week.
- (ii) 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.
- (iii) A 12 hours shift is defined as any shift in excess of 11 hours.
- (iv) 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.

4.2 Minimum shifts

- (a) Subject to sub-clause (c) below, for Forecast Working, the actual working time credited to the Duty Cycle for shifts worked will be on the following basis:
- (i) Where the rostered Shift Length is ten (10) hours or less, the minimum credit of hours to the Duty Cycle will be the greater of the Hours Worked or six (6) hours; or
 - (ii) Where the rostered Shift Length is greater than ten (10) hours, the minimum credit to the Duty Cycle will be the greater of the Hours Worked or eight (8) hours.
- (b) Subject to sub-clause (c) 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.
- (c) Shifts of a minimum four (4) hours may be used for:
- (i) Travel shifts;
 - (ii) Undertime recovery;
 - (iii) An extra overtime shift;
 - (iv) Training (where training shifts are proposed, as far as practicable, the content should provide a training shift of eight (8) hours); or
 - (v) Medical examination/Trauma Counselling.

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.

- 4.3 Home Passenger shift where crews self drive from a period of rest at a Barracks Location direct to their home depot will have a maximum shift of nine (9) hours, where other work is rostered or undertaken at the conclusion of the travel part of the shift.
- 4.4 Crew may be rostered to travel back to their original sign-on location within a 16 hour maximum span, regardless of the crew configuration. Crew will not be required to undertake any work, including driving a motor car, where the travelling time and the original working time exceeds 12 hours.
- 4.5 Fatigue management guidelines will be used to manage shift configurations in rosters.
- 4.6 **Maximum hours on Duty in Emergency Situations**

Employees who are unable to complete their rostered shift because of such emergency or major equipment failure must be relieved from duty and signed off after a maximum period of sixteen (16) hours. In these circumstances, emergency means a major equipment failure or operational emergency or other emergency due to fire, flood, storm, earthquake, explosion, accident, derailment, epidemic or warlike action. The working of extended hours in this circumstance is subject to the crews' indications of their fitness to continue.

5. Interval Between Shifts

5.1 At Home Base

(a) Forecast Roster

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

(b) Blank line Roster

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

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

5.2 At a Rest Location

- (a) Arrival between the hours of 0400 and 2200 - ten (10) hours.
- (b) Arrival between the hours of 2200 and 0400 - eight (8) hours.
- (c) Such intervals between shifts as defined in (a) and (b) 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.
- (d) Driver Only Shift (Mainline) – ten (10) hours at rest.
- (e) Such intervals between shifts as defined in (d) 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 the through the daily work plan.
- 6.2 Start times may be varied in accordance with Lift Up / Lay Back provisions.
- 6.3 Shift Lengths will vary according to operational needs as follows:
 - (a) 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);

- (b) employees may be required to work up to the rostered sign off time when the task(s) are completed short of the estimated time;
- (c) employees may be asked to work up to the shift limit by agreement once the assigned task(s) are completed.

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 Annual Cycle Hours.

8. Confirming Next Turn of Duty

8.1 Forecast working

- (a) 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.

Any changes to those sign on times will be adjusted in accordance with provisions outlined in these guidelines.
- (b) 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

- (a) 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.

Any changes to those sign-on times will be adjusted in accordance with provisions outlined in these guidelines.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) An employee who has not received advice during the call periods shall make contact with Pacific National not later than 1800 hours to obtain their next turn of duty.

8.3 Barracks Working Advice - Blank Line Only

- (a) 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.
- (b) 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, train crew 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:
 - (a) Pacific National will provide as much notification of the change as possible;
 - (b) A stand alone 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.

Payments under this provision will not be made where a payment for barracks detention, as outlined in Clause 10 below, is being made;
 - (c) The shift limit for the shift will commence from the actual sign on time; and
 - (d) 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:
 - (i) Pacific National will attempt to provide alternative work for the employee or, where this cannot be provided;
 - (ii) 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 After sixteen (16) hours at a Barracks Location or resting away location "barracks detention" will commence. Barracks detention is that period of time from the 16th hour at a resting away or Barracks Location, i.e. 16 hours after the sign-off at the Barracks Location or resting away location, until the sign on for the next working shift. For the period of barracks detention, employees will receive a payment at the penalty rate of 1.7 times their base rate, for all time in excess of 16 hours until sign-on of the next shift.
- 10.3 Where Pacific National does not provide meals, employees shall be paid a meal allowance of twenty one dollars and forty (\$21.40) 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 employees 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.
- (a) Crew can self drive up to the maximum shift limit defined in these guidelines.
 - (b) Crew will not be required to undertake any work, including driving a motor car, where the travelling time and the original working time exceeds 12 hours.

11. Commencing and Returning from Leave

11.1 Commencing Annual Leave

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.

- (a) 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.
- (b) 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).
- (c) 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

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.

12. Roster Suspension

- 12.1 In situations where a major derailment, washaway or other unplanned circumstance causes track closure, all rosters affected may be suspended until normal operations can resume. In these circumstances, Hours Worked will be used to determine overtime and undertime. Roster suspension may apply up to seven (7) days beyond which an interim roster will apply until normal operations resume.
- 12.2 During a period of roster suspension, allocation of crew rostering will be determined by the local rostering committee, if formed, local management and corporate management in line with shift limits and rostering principles contained in this Agreement.
- 12.3 The suspension of a roster will not impact on the placement of RDOs. Where RDOs are worked the overtime provisions for work on an RDO will apply.

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:
- (a) The remoteness of the operation; and
 - (b) The distances travelled. Relay working is best suited to long distance trips; and

- (c) 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:
 - (a) The corridors proposed; and
 - (b) The depots affected.
- 13.3 Relay Duty Cycles are to be arranged in accordance with fatigue management principles. Subject to clauses 13.5 and 13.6 below, one hundred percent (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 8.
- 13.5 The parties agree that a full review of relay working conditions will be completed within 6 months of the signing of the Agreement. The objective of the review is to develop revised operational requirements for Relay Working, including payment arrangements for crew, which will deliver a safe and commercially viable operation over the remaining life of the Agreement.
- 13.6 If agreement is reached, in accordance with the process described in clause 13.5 above, the new conditions will be reduced to writing and such document signed by the parties. The agreement shall be treated as a variation to this Agreement and such variation must be lodged with the OEA. The variation will become operative upon lodgement by Pacific National with the OEA and clause 13 of Attachment 1 of this Agreement shall cease to have any application.
- 13.7 If such agreement is not achieved then the existing terms and conditions relating to Relay Working will continue to apply. These are documented in Attachment 8.

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. Four 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:
 - (a) Trains that have an average train running time above 15 hours; or
 - (b) Trains that are subject to service quality issues; or
 - (c) Trains which have schedules increased on a temporary basis due to operational or business requirements.
- 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:

- (a) 100% of time working will be credited to the Duty Cycle; and
 - (b) 75% of resting time 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:
 - (a) The train crew will work consistent with Relay Working for the hours in excess of 18 hours; and
 - (b) 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.
- 15.8 Trains that have an average running time of over 18 hours will be worked as Relay Working as prescribed in Attachment 8 of this Agreement.

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 lodged with the OEA. The new conditions will then commence application upon lodgement of the variation with the OEA. Once agreement has been reached by the parties as contemplated above, each Party must take all necessary steps to allow the variation to be lodged with the OEA.
- 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.

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

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 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:

- TDTB2601A Prepare for Train Operation
- TDTL3901A Assist with Train Operations
- TDTB1901A Test Train Braking System

AQF Level 2:

- TDTF697B Apply accident-emergency procedures
- TDTL4801A Prepare a Train for Departure
- TDTE701A Use Communication Systems
- TDTF5801A Apply Safeworking Rules and Regulations to Rail Operations

ATTACHMENT 5 – RELEVANT AWARDS

- National Rail Corporation Limited Award, 2001
- Salaried Officers (Railways, New South Wales) Award 2002
- Senior Officers Rail, Bus and Ferries New South Wales Award, 2002
- Locomotive Enginemen's – New South Wales Award, 2002
- Railways Professional Officers Award, 2002 Parts I and III
- Railways Miscellaneous Grades Awards 1960 Part III
- Railways, Traffic, Permanent Way and Signalling Wages Staff Award, 2002, Parts I, III, &
- Railways Metal Trades Grades Award, 2002 Parts I, III, IV, & V

ATTACHMENT 6 – DRIVER ONLY OPERATIONS

Driver Only Operations (DOO) Implementation Process

The process for undertaking the implementation of DOO will include the Pacific National SHE Change Management program in conjunction with the requirements outlined below. Where there is found to be conflict between the requirements outlined below and the outcome of the Pacific National SHE Change Management Program, the Dispute Procedure may apply. This clause is not intended to alter the intent of the requirements outlined below, but rather to recognize future changes in requirements and technology that may cause the requirements outlined below to be deemed obsolete or inferior.

DOO REQUIREMENTS

Pacific National shall not require or request any driver to operate a locomotive 'Driver Only' except in accordance with this section.

1. PROCEDURES FOR TESTS AND TRIALS OF DRIVER ONLY OPERATED TRAINS

- 1.1 Pacific National shall establish at each relevant depot a Driver Only Operations (DOO) committee ['local DOO committee'] consisting of three drivers elected from the drivers attached to the depots concerned and three employer representatives appointed by Pacific National. In addition, Clause 30 of this Agreement shall apply.
- 1.2 **DOO tests** shall be conducted by 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.
 - (a) **Corridor DOO Tests** shall be conducted by running a normal train under DOO conditions through a corridor or nominated section(s). The local DOO committee shall determine that, 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 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 [i.e. 100%] access to communication with Train Control, whether the driver is on or off the train.
- 1.4 Prior to any test or trial, Pacific National shall obtain the appropriate written authorisation or relevant circular / Special Train Notice from either the track owner and/or regulator.
- 1.5 Tests and trials shall only be carried out using modified locomotives which modifications have been the subject of consultation with the local DOO committee.
- 1.6 Prior to the commencement of any test or trial, agreement shall be reached between the employee and employer representatives who are on the relevant local DOO committee, on DOO relief points, locations and sections.
- 1.7 Prior to the commencement of any test or trial, 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.
- 1.8 There shall also be established at each relevant depot, a signal sighting committee consisting of the employee representatives on the local DOO committee (or their nominees from other depot employees) and employer representatives. The terms of reference for each such committee are as follows;
 - (a) To ensure all signals can be clearly seen from only the driving seat.
 - (b) To ensure all speed limits can be clearly seen from only the driving seat.

- (c) To ensure all level crossings can be clearly seen from on the driving seat.
- (d) To ensure no obstructions (such as branches, awnings, cuttings, curves etc.) restrict the view of the driver.

2. PROCEDURE/EQUIPMENT TESTS AND OPERATIONAL TRIALS

2.1 The trialling for Driver Only Operation (DOO) shall take into account the following:

- (a) overall safety requirements and safeworking procedures;
- (b) employee relations and industrial issues;
- (c) constraints imposed by engineering production associated with modification to locomotives, rolling stock and / or infrastructure;
- (d) risk mitigation requirements;

2.2 The general concept of DOO shall involve the following:

- (a) Trialling of DOO will be scheduled on the basis of comparatively lower risk categories of operation (Category 1) being conducted first (subject to satisfying risk mitigation strategies), followed by comparatively higher risk categories. This does not exclude the possibility of trials running concurrently in various categories of DOO;
- (b) On completion of successful trials within a category (e.g. Category 1), the progressive roll out across that category of operations will be by agreement between the employer and the affected employees, subject to satisfying safety and required risk mitigation requirements;
- (c) The roll out of DOO may involve the progressive implementation within regions, specific corridors and / or train services based on commercial priorities and pre-requisites as identified in the risk mitigation requirements;
- (d) 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.
- (e) The DOO trial program will be conducted and commenced specifically as follows:

Category 1 Operation

- (i) Priority shall be to ensure locomotives for these services and associated operational protocols are prepared to support an on-time commencement of the trials.
- (ii) A review and validation of trial results shall be conducted by the relevant local DOO committee;
- (iii) Adjustment to the schedule may be necessary to enable engineering production timeframes for locomotive risk mitigation and other co-ordination issues to be met.
- (f) 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. The confirmation of the necessary modifications having been completed shall ensure their suitability for use in DOO.

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

(a) **Phase 1 – Preliminary Trial Preparation**

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

- (i) identify the aim, scope, objectives and performance criteria of the trial.
- (ii) confirm the priority and timing for the completion of the trial.
- (iii) confirm the services to be trialed.
- (iv) validate all 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).
- (v) The local DOO committee shall participate in validating the trail if successful. The validation shall include assessing the performance criteria, feedback and evaluation of information.
- (vi) The trial instruction shall be issued not less than two (2) weeks prior to the trial date.

(b) **Phase 2 – Conduct Procedure and Equipment Tests**

- (i) The trial tests shall be based on a methodology discussed with the local DOO committee.
- (ii) Trial tests may require retesting to occur, as necessary.
- (iii) The local DOO committee shall review outcomes, as required.
- (iv) Additional testing of safeworking procedures, etc. may be required. Such additional tests shall occur in circumstance where the local DOO committee identifies the need, and shall be agreed by the local DOO committee, the employer and affected employees or their representatives.

(c) **Phase 3 – Formal Testing Validation & Evaluation**

- (i) The local DOO committee shall develop a post-test report.
- (ii) The local DOO committee shall confirm concurrence of all relevant parties to the trials.
- (iii) Pacific National shall provide the local DOO committee with details of the formal approval to vary rail safety accreditation.

(d) **Phase 4 – Operational Trials**

- (i) DOO trials shall be conducted over a timeframe in consultation with the local DOO committee.
- (ii) The local DOO committee shall review and validate the trials.
- (iii) The local DOO committee shall be consulted on the confirmation of the trial results.
- (iv) Implementation of DOO trains shall be conducted on a timetable after consultation between Pacific National and the affected employees.

3. DRIVER ONLY OPERATIONS (DOO)

- 3.1 Pacific National shall consult with employees and their representatives at a national, state and depot level where Pacific National proposes to introduce Driver Only Operations. Pacific National shall report back to employees and their representatives at

depots affected by Mainline DOO outcomes of such consultation.

3.2 Mainline Work

- (a) The minimum amount of time spent in barracks (or rest away from home) for DOO mainline shifts should be 10 hours prior to working a DOO mainline shift.
- (b) Start times for shifts shall be held constant over a run of consecutive shifts during a week where possible. Where this is not possible shift start times shall move in a forward direction. Local work, relief, available and shunt shifts, where practical, are to be rostered to intervene with DOO shifts.
- (c) Any one-week (i.e. one line of the roster) containing mainline DOO shifts shall not exceed 48 hours.
- (d) Rosters for mainline DOO shall be based on the timetabled train running time.
- (e) A maximum rostered shift limit of 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 9 hours from sign on and shall be relieved. The driver shall be entitled to a 30 minutes paid personal needs break between the third and fifth hour as arranged in consultation with the Track Access Supplier on the day of operation.

3.3 DOO Implementation

- (a) 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 in all aspects of the implementation.
- (b) DOO shunting shall be implemented at all sites in accordance with this Agreement.
- (c) DOO mainline relief shall be implemented on all corridors.
- (d) 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 the local Roster Committee.
- (e) The local DOO and/or Rostering Committees will monitor and review the fatigue management issues.
- (f) 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.

4. Cab Standards

- 4.1 The following minimum standards shall apply to all Locomotive Cabs operating in DOO mode, whether in tests and trials or in full implementation:
- 4.2 Vision – the locomotive must have a lower profile nose with at least 180 degrees visibility.
- 4.3 Windscreens / 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. They shall also be fitted with an in built demister. All side windows shall comply with the latest US Standard for high impact windscreens. All side windows shall be tinted with a minimum light/heat transmission of 35%.
- 4.4 Noise levels in all locomotive cabs operating in DOO mode shall not exceed 81db where the locomotive is of the non vestibule type. Where the locomotive is of a vestibule type, noise levels shall not exceed 75db. Noise level readings shall be taken at the driver's ear position with all equipment operating in the cab, windows closed and the main horn operating.
- 4.5 All locomotive cabs shall be fitted with;
 - 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.

New seating of the type: – Bremsby Grammer FA 416 AW.

Rear vision mirrors with built in demisters.

Air conditioning. The air conditioner controls shall be located adjacent to the driver.

A refrigerator.

Fluorescent cab lighting.

Positive notching type blinds fitted to all windows and silver backing.

A shadow board and DOO equipment box is to be provided.

Ditch lights (low visibility lights).

AM and FM radio and CD Player.

Hot plate and toaster.

Dynamic brake cut out switch.

A circuit breaker for the Dynamic Brake Rheostat.

Toggle joystick type train whistle.

350 watt headlights.

LED type headlight / ditch light failure indicator lights.

Windscreen wipers controls so that all forward wipers / washers can be operated simultaneously by the driver.

Internal and external door locking with wedge type door handles, which allow all locomotive cabs to be locked when left unattended.

Fuel level indicator.

Handrails on the catwalks of all narrow car body type locomotives.

Train countdown device set at 10 meter increments for the length of the train.

Marker lights that can be changed from within the cab.

A dash panel located in front of the driver so as to ensure the driver can maintain 180 degrees visibility.

Cab heaters which shall be a minimum of a 100 watt, fan assisted with switching for low, medium and high.

A kettle, to be located in a secure location.

Timetable clip and light.

Quick response throttles (on DOO shunt locomotives).

A sonar alert.

- 4.6 All locomotive cabs shall have the vigilance control timing cycle set at 60 seconds 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.

- (a) The timing cycle shall consist of 50 seconds, plus 5 seconds of the flashing lights, plus 5 seconds of the flashing lights and alarm. At the conclusion of the 60 seconds the penalty application will occur.
- (b) The change over switch shall be positioned adjacent to the driver.
- (c) 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.

End of train monitoring is to be provided.

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

- 4.7 It is recognised that there may be changes in technology, work practices and/or safety standards, items. Where this is the case, items equivalent to those described in this clause will be provided that meet the equivalent levels of safety, security and/or comfort.

ATTACHMENT 7 – 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	<p>Overtime payment for hours in excess of rostered shift limits of 12 hours and 15 hours (3-up working)</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>“3-Up” working with additional driver(s)</p> <p>(a) 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>(b) In this case, the working will be equally shared between the four rostered drivers.</p> <p>(c) A shift limit of 15 hours will apply.</p> <p>(d) This form of working may also be used where the crew working out of Port Augusta go to rest at Tarcoola, the resting crew then work to Cook.</p>
3	Port Augusta	<p>Additional Book-off at Tarcoola</p> <p>Where crews are required to book off at Tarcoola on Cook working, all time off at Tarcoola is credited to the Duty Cycle. Additional shift (car / train) to be paid stand alone overtime</p>
4	Port Augusta, Kalgoorlie (when at rest at Perth & Merredin)	<p>Auto Layback</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	<p>Annual leave may commence from midnight on Sunday night.</p>
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)	<p>For layback beyond maximum Shift Length (ie. 12 or 15 hours), paid at 1.7. Shift limit does not start until actual sign-on time. No “double dipping” for barracks detention.</p>

8	Keswick	<p>Split Shifts</p> <p>This applies to the employees of Pacific National who perform the shunt operations for Great Southern Railway (GSR) within the Keswick Rail Passenger Terminal. It will not set a precedent for the use of split shifts elsewhere in Pacific National and will cease to operate in the event Pacific National fails to retain the contract to perform the GSR Shunt Operations, or 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	Drivers shall have credited to their Duty Cycle the number of hours on the Working Roster or the actual hours worked, whichever is the greater.
10	Melbourne & Dimboola	Agreement to work up to 12 hour shifts
11	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 8 – RELAY WORKING CONDITIONS

1. Definition

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

2. Implementation

- 2.1 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.
- 2.2 Relay working is not designed to eliminate existing depots or to force the relocation of existing employees.

3. Shift Length

- 3.1 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.

4. Intervals between shifts

- 4.1 A minimum interval of eight (8) hours between the finish of one working shift and the commencement of the next working shift.

5. Foreign location

- 5.1 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.
- 5.2 The standard of the motel or barracks will be agreed between the parties.

6. Completion of a Relay

- 6.1 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.
- 6.2 Subject to clause 13.6 in Attachment 1, one hundred percent (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.

7. Relay Vans

- (a) 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.

**PACIFIC NATIONAL INTERMODAL TRAIN CREW ENTERPRISE AGREEMENT
2006**

ATTACHMENT A – Awards displaced by this Agreement

Part B – Question 6

What awards does this agreement displace?

- National Rail Corporation Limited Award, 2001
- Salaried Officers (Railways, New South Wales) Award 2002
- Senior Officers Rail, Bus and Ferries New South Wales Award, 2002
- Locomotive Enginemen's - New South Wales Award, 2002
- Railways Professional Officers Award, 2002 Parts I and III
- Railways Miscellaneous Grades Awards 1960 Part III
- Railways, Traffic, Permanent Way and Signaling Wages Staff Award, 2002, Parts I, III, & V
- Railways Metal Trades Grades Award, 2002 Parts I, III, IV, & V